

# Business Membership Application and Account Agreement



Business Name		Taxpayer ID Number		
Physical Address		City	State	Zip
Phone Number		Cell Phone Number		
E-mail Address		Fax Number		
Business Description				
Ownership of Account				
<input type="checkbox"/> Sole Proprietorship		<input type="checkbox"/> Corporation	<input type="checkbox"/> General Partnership	<input type="checkbox"/> Non-profit Organization
<input type="checkbox"/> Limited Liability Corporation (LLC)		<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Non-profit Corporation	
Type of Account(s)				
<input type="checkbox"/> Business Membership Savings		<input type="checkbox"/> Business Checking	<input type="checkbox"/> Business Money Market	
<input type="checkbox"/> Business Regular Savings		<input type="checkbox"/> Basic Business Checking		
All business owners are eligible for membership. The primary business owner qualifies for membership in the Credit Union by:				
<input type="checkbox"/> Employer:      Employed By _____				
<input type="checkbox"/> Relative/Household: Name _____ Relationship _____				
<input type="checkbox"/> Community (live, work, worship, or attend school in): City/County _____				
<input type="checkbox"/> Association:      Name _____				

## Authorized Signers

Full Name (printed)	Company Title	Social Security Number	Date of Birth	Signature
1.				
2.				
3.				
4.				

You are requesting that Truliant open the account named above for your business. All account terms published by the Credit Union are incorporated herein by reference. You authorize the Credit Union to establish the account(s) (subject to approval) you have indicated on this application, and agree to the terms of those agreements. You certify that all information herein and on the accompanying resolution (if any) is true and complete. You authorize the Credit Union to verify or obtain further information concerning your credit standing.

### Tax Identification Number Certification. Under penalties of perjury, I certify that:

(1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because; (a) I am exempt from backup withholding, or (b) I have not been notified by The Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. person (including a U.S. resident alien). My signature below constitutes my certification to the information set out in (1), (2) and (3) above. Certification Instructions: You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

X _____ Authorized Party (Owner, LLC Manager, Corporate Secretary)	_____ Title	_____ Date
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## IMPORTANT INFORMATION ABOUT YOUR NEW ACCOUNT

### **TAX PAYMENTS:**

Please note Truliant is not able to accept tax payments via coupons at our teller line for payment to the IRS. **You should enroll in the Electronic Federal Tax Payment System** which allows you to electronically pay Federal Taxes with ease 24 hours a day, 7 days a week. **Plus, it's free!** You can setup and access the EFTPS account by computer or by telephone. The setup process is easy and quick! Logon to [www.eftps.gov](http://www.eftps.gov) and sign up via the internet or call: (English – 800-555-4477), (Spanish – 800-244-4829), TDD (Hearing Impaired – 800-733-4829).

### **ORDERING CHECKS:**

Basic wallet style checks can be ordered in the branch, Truliant Federal Credit Union Contact Center, or by calling Harland Clarke at 800-355-8123. Harland Clarke offers a wide selection of business style checks. You can contact Harland Clarke for business check orders at 800-503-2345 or [ordermychecks.com](http://ordermychecks.com). Please be sure to use the RT # 253177832 and your account number (on the bottom of your checks), not your member number when ordering checks.

Your account number for your checks is: Account # \_\_\_\_\_

### **ACCOUNT REMINDERS:**

A monthly maintenance fee of \$10.00 may be applied to your **Business Checking** account if a daily **minimum balance of \$2500.00** is not maintained in the checking. **There is no monthly fee for Basic Business Checking.**

### **Bulk Deposit Preparation Guidelines - Deposits with more than 20 checks**

\* Checks must be endorsed with the business name and the name of the business account owner. Stamps may be purchased through an office supply store or are available through Deluxe Business Checks and Solutions ([www.deluxe.com](http://www.deluxe.com)).

\* Include an adding machine tape (or printed list of check amounts) and completed deposit slip. Indicate on the tape the number of checks included for deposit and the deposit date.

**We will notify you by mail if there are any adjustments to your deposit that are greater than \$1.00**

*Thank you for choosing Truliant for your business financial needs. We look forward to serving you. You can reach the Business Services Department by phone or by email at [BusinessServices@truliantfcu.org](mailto:BusinessServices@truliantfcu.org).*

**TRULIANT FEDERAL CREDIT UNION  
BUSINESS SERVICES ACCOUNT TERMS  
PART I**

**GENERAL PROVISIONS**

- 1. Legal Effect of Provisions in this Booklet.** This Deposit Agreement (“Agreement”) has been written in plain English so that the reader can understand its terms as clearly as possible. Throughout, Truliant Federal Credit Union will be called “the Credit Union” and YOU the depositor will be called “you.” When you open a business deposit Account with the Credit Union by signing a Signature Card, and receive a copy of this Agreement, you are agreeing to the terms of this Agreement. It is a legally binding contract. Please note that the contract can only be modified as provided in this Agreement. Please READ and RETAIN this Agreement so that you can refer to it whenever you have a question about your business deposit Account. If you have any questions after reading this Agreement, the Credit Union would be happy to answer or clarify them.
- 2. Organization of Agreement.** Part I of this Agreement sets forth general terms applicable to all business deposit Accounts subject to this Agreement (“Accounts”). The rules governing ownership of Accounts in different capacities are described in Part II of this Agreement. Part III sets forth terms for specific types of business deposit products covered by this Agreement. Part IV sets forth rules for Electronic Funds transfers. Part V provides the Credit Union’s Funds Availability Policy. Part VI states the Credit Union’s Privacy Policy. You should read all of these sections of the Agreement carefully.
- 3. Subject of Agreement — Deposit Products.** The Credit Union offers a great variety of financial services to meet your needs. It provides many different types of deposit Accounts. Except where otherwise stated, this Agreement covers all types of business deposit Accounts offered by the Credit Union, now or in the future, including savings and checking Accounts, money market Accounts, and certificate Accounts. This Agreement does not cover products such as loans, safe deposit boxes, trust services, and Visa cards. Further information is available at the Credit Union on any of these special financial services that are not covered by this Agreement.
- 4. Important Information about Identification Procedures.** To help the government fight the funding of terrorism and money laundering activities, Federal law now requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account. What this means for you: Credit Union personnel will ask for your name, address, date of birth, and/or other information that will allow us to identify you. We may also ask to see your driver’s license and/or other identifying documents. Depending on the type of business entity linked to any Account you open, we may also ask for documents regarding your business such as: business licenses, assumed name affidavits, fictitious name certificates, certificates of trade name, articles of incorporation, beneficial owner forms, articles of organization, operating agreements, partnership agreements, certificates of partnership, or 501(c)(3) letters for non-profit corporations.
- 5. Effect of State and Federal Laws and Regulations.** The deposit relationship between you and the Credit Union is governed primarily by this Agreement. But it is also governed by the laws of the State of North Carolina; the laws of the United States; the rules and regulations of the Board of Governors of the Federal Reserve System and operating letters of the various Federal Reserve Banks; and the rules and regulations of other proper financial institution supervisory authorities. If any terms of this Agreement come into conflict with applicable law, those terms will be nullified to the extent that they are inconsistent with the law, and the applicable law will govern. If any provision of this Agreement is declared to be invalid, unenforceable or illegal, that part will not affect the validity of the other provisions.
- 6. Deposit Protection.** The Credit Union is committed to providing a safe and sound capital structure through the retention of earnings to guarantee the protection of our members’ deposits. In addition to the strength of our capital, depositors’ funds are insured to \$250,000 per depositor by the National Credit Union Administration. This insurance coverage covers up to \$250,000 per depositor for checking, investment and savings deposits and certificates of deposit. Member service personnel are available to discuss protection for your deposits in excess of \$250,000.
- 7. Member’s Waiver of Notice.** By signing the signature card, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your deposit Account. For example, if a check that you deposited is dishonored and returned to the Credit Union, the Credit Union is not required to notify you of the dishonor.
- 8. Waiver of Rights by the Credit Union.** The Credit Union reserves the right to waive the enforcement of any of the terms of this Agreement with you with respect to any transaction or series of transactions. Any such waiver will not affect the right of the Credit Union to enforce any of its rights with respect to other members or to enforce any of its rights with respect to later transactions with you and is not sufficient to modify the terms and conditions of this Agreement.
- 9. Modification of Agreement by the Credit Union.** The Credit Union reserves the right to modify the terms in this Agreement at any time. Unless otherwise required by law, the Credit Union may modify this Agreement by mailing to you, in your statement or to your statement mailing address, a written notice of the modification. Such a modification will be effective upon the date specified in the notice, but that date will be no less than 10 days following the date of mailing unless you specifically consent to an earlier date.
- 10. Termination of Contract.** This Agreement between you and the Credit Union, as it relates to the Accounts offered by the Credit Union, can be terminated by either you or the Credit Union at any time by a notice in writing, which includes electronic means when applicable. Such a termination will not release you from any fees or other obligations incurred before the termination, those you incur in

the process of closing out your Account(s), or for your liability on outstanding items. You agree that notice of termination of this Agreement by the Credit Union will be reasonable if it is mailed to your statement mailing address at least 10 days prior to the date of the termination.

11. **Notices.** Any written notice you give to the Credit Union is effective when it is actually received by the Credit Union. Any written notice the Credit Union gives to you is effective when it is deposited in the United States Mail, postage prepaid, and addressed to you at your statement mailing address. Notice to any one owner of an Account is notice to all owners of that Account.

12. **Dispute Resolution – Arbitration.** Any dispute or controversy arising out of or related to your Account(s) or any aspect of your relationship with the Credit Union involving a deposit Account will be governed by this provision.

#### **BINDING ARBITRATION AND CLASS ACTION WAIVER-**

**THIS ARBITRATION PROVISION WILL NOT APPLY TO YOU IF YOU ARE A SOLE PROPRIETORSHIP COVERED BY THE FEDERAL MILITARY LENDING ACT EITHER AS A MEMBER OF THE ARMED FORCES OR AS A DEPENDENT OF SUCH MEMBER.**

**YOU HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION PROVISION AS DESCRIBED BELOW.** If you do not opt out and a Claim (as defined below) is arbitrated, neither you nor we will have the right to: 1) have a court or a jury decide the Claim; 2) engage in information-gathering (discovery) to the same extent as in court; 3) participate in a class action, private attorney general action or other representative action in court or in arbitration; or 4) unless all parties agree in writing, join or consolidate a Claim with claims of any other person or entity.

- A) This Arbitration Provision describes when and how a Claim (as defined below) may be arbitrated. Arbitration is a method of resolving a dispute in front of one or more neutral persons (each an “arbitrator”) instead of resolving the dispute through a court trial in front of a judge or a jury. Arbitration proceedings are private and less formal than court trials. Arbitration can be quicker and more cost efficient than court at resolving disputes. In an arbitration, the arbitrator (or arbitrators) will issue a final and binding decision resolving the dispute, which may be enforced as a court judgment. Courts rarely overturn arbitration decisions.
- B) This Arbitration Provision is governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16 (the “FAA”) and not by any state arbitration law.
- C) **If you do not want this Arbitration Provision to apply, you may reject it by mailing us a written opt-out notice which specifies your name and address, identifies the applicable Account(s) for which you wish to opt out, and includes a signed statement that you opt out of the Arbitration Provision. Any written opt-out notice must be signed by you and sent to us by mail (not electronically) at: Truliant Federal Credit Union, Attn: Deposit Account Administration, P.O. Box 26000, Winston-Salem, NC 27114-6000. You should retain a copy of your opt-out notice and evidence of mailing it. Any opt-out notice is effective only if it complies with the above requirements and: i) is postmarked within 30 days after the date you first received this Agreement. If you do opt out of this Arbitration Provision, this decision will have no adverse effect on your relationship with us and it will not affect any other terms and conditions applicable to your Accounts, including this Agreement.**
- D) The above paragraph states the only ways you can opt out of the Arbitration Provision and if you do not opt-out, this Arbitration Provision will be effective as of the date you first received this Agreement. If the Signature Card for the Account has the names of multiple people written or typed, any one person so named on the Signature Card may reject this Arbitration Provision. In all other circumstances, your rejection of this Arbitration Provision will not be deemed to be a rejection of this Arbitration Provision by any person or entity other than you. If you have more than one Account with us, and wish to opt out of the Arbitration Provision for some but not all of your Accounts, and are still within the time period for opting out of the Arbitration Provision for said Accounts, please include in your written opt-out notice each Account for which you wish to opt out of the Arbitration Provision. In all other circumstances, your decision to opt out of the Arbitration Provision applies to all of your Accounts. Please note that we offer a number of different products and services to our members besides the Accounts covered in this Agreement. Therefore, if you opt out of arbitration under this Agreement, that decision will not affect any arbitration provision that may exist between you and us, now or in the future, in connection with other products or services you obtain from us that are not covered by this Agreement; any such arbitration provision will remain in force unless you separately opt out of it in accordance with its terms. For example, if you also have a credit card with us, opting out of this Arbitration Provision will not constitute an opt out of any arbitration provision that may apply to that credit card.
- E) **Disputes Subject to Arbitration:** You or we may elect to have “Claims” arbitrated rather than resolved in court. The term “Claim” means any past, present or future claim, dispute or controversy between you and us that in any way arises from or relates to this Agreement or your Account(s) subject to this Agreement. “Claim” has the broadest reasonable meaning and includes, without limitation the following arising out of or related to your Account: (a) initial claims, counterclaims, cross-claims and third-party; (b) disputes related or based upon contract, negligence, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity; (c) data breach or privacy claims arising from or relating directly or indirectly to our disclosure of any non-public personal information about you; (d) disputes concerning your application or other information you gave us before opening your Account(s); (e) disputes concerning any Account(s) you previously had with us; (f) disputes arising from or related to products or services provided by or purchased or obtained from us in connection with your Account(s); (g) disputes arising from or related to any transactions in connection with your Account(s); (h) disputes arising from or related to any advice, recommendations, solicitations, communications, disclosures, promotions or advertisements concerning your Account(s); (i) claims brought in a direct, derivative,

assignee, survivor, successor, beneficiary or personal capacity; (j) disputes concerning your Account disclosures, finance charges, late charges, purchases, payments, insurance, security, collections, default, credit transactions, fees, cash advances, balance transfers, overdraft charges, foreign currency conversions, repossession or the collection of monies owed and the manner of collection; and (k) disputes arising from or related to the relationship(s) between you and us resulting from any of the foregoing. Claims are subject to arbitration even if they arise out of or relate to actions, omissions, transactions, facts, or conduct that occurred prior to the date of this Agreement. However, this Arbitration Provision will not apply to any Claim that was already pending in court before this Arbitration Provision took effect.

- F) Disputes or Claims Not Subject to Arbitration: Notwithstanding the foregoing, the following disputes or Claims are not required to be arbitrated: (a) disputes or Claims that are within the jurisdiction of a small claims court (or an equivalent court). You or we may bring an action in small claims court or, if an arbitration demand has been made, instruct the arbitration administrator to close the case because the dispute or Claim should be decided by a small claims court. However, if the dispute or Claim is transferred, removed, or appealed from small claims court to a different court, you or we may elect to compel arbitration. Moreover, if you or we bring a counterclaim or cross-claim that is for more than the small claims court's jurisdiction, the entire dispute or Claim must, if you or we choose, be resolved by arbitration subject to this Agreement; and (b) disputes or Claims about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof (including, without limitation, the Class Action Waiver), which are for a court and not an arbitrator to decide. However, any dispute, Claim, or argument that concerns the validity or enforceability of your Agreement as a whole is for the arbitrator, not a court, to decide. In addition, this Arbitration Provision does not prohibit you or us, at any time, from (aa) exercising any lawful rights outside of arbitration to preserve or obtain possession of property or self-help remedies, including but not limited to, the right to set-off or exercise a statutory lien or other lien granted by law or rule, the right to restrain funds in an Account, recoupment, repossession, replevin or trustee's sales; (bb) obtaining provisional or ancillary remedies or injunctive relief in court and outside of arbitration (other than a stay of arbitration), including but not limited to attachment, garnishment, interpleader or the appointment of a receiver by a court of appropriate jurisdiction; or (cc) bringing an individual action in court and outside of arbitration that is limited to preventing the other party from using a self-help or non-judicial remedy and that does not involve a request for damages or monetary relief of any kind.
- G) Starting or Electing Arbitration: You or we may start an arbitration by filing a demand with the arbitration administrator pursuant to the administrator's rules. You or we may also require arbitration of a Claim filed in court by filing a motion with the court to compel arbitration of the Claim. Even if you and we have chosen and agreed to litigate a Claim in court, either party may elect arbitration of a new Claim or of a Claim made by a new party in that or any related or unrelated lawsuit.
- H) The Administrator: Any arbitration under this Arbitration Provision will be administered under the rules of the American Arbitration Association ("AAA"), 120 Broadway, Floor 21, New York, NY 10271 (1-800-778-7879), [www.adr.org](http://www.adr.org). You can obtain a copy of the AAA's rules by visiting their websites or calling them. The parties may also mutually agree to select an arbitrator who is an attorney, retired judge or arbitrator registered and in good standing with a bona fide arbitration association and arbitrate pursuant to the arbitrator's rules. If AAA cannot or will not serve, and the parties are unable to select an arbitrator by mutual consent, a court with jurisdiction will select the administrator or arbitrator, who must agree to abide by all of the terms of this Arbitration Provision (including, without limitation, the Class Action Waiver). Any arbitrator must be a practicing attorney with ten or more years of experience practicing law or a retired judge.
- I) Jury Trial Waiver: **IF YOU OR WE ELECT TO ARBITRATE A CLAIM, YOU AND WE WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM.**
- J) Class Action Waiver: **ANY ARBITRATION MUST BE ON AN INDIVIDUAL BASIS ONLY. THIS MEANS THAT IF YOU OR WE ELECT TO ARBITRATE A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO: (A) PARTICIPATE IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE, CLASS MEMBER OR OTHERWISE; OR (B) ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION. ALSO, ABSENT THE WRITTEN CONSENT OF ALL PARTIES, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO JOIN OR CONSOLIDATE A CLAIM WITH CLAIMS OF ANY OTHER PERSON OR ENTITY.** An arbitration award shall determine the rights and obligations of the named parties only, and only with respect to the Claim(s) in arbitration. No arbitration administrator or arbitrator shall have the power or authority to waive or modify this section, and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable.
- K) Location and Costs of Arbitration: Any arbitration hearing that you attend in person must take place at a location reasonably convenient to the parties or as otherwise agreed to by the parties or ordered by the arbitrator. Each administrator charges filing and administrative fees and the arbitrator also charges fees. The parties shall pay said fees in accordance with the administrator's rules. However, if you tell us in writing that you cannot afford to pay the fees charged by the arbitration organization and that you were unable to obtain a waiver of fees from the administrator, and if your request is reasonable and in good faith, we will pay or reimburse you for all or part of the fees charged to you by the arbitration organization and/or arbitrator. The parties shall also bear the fees and expenses of their own attorneys, experts and witnesses unless otherwise required by applicable law, your Agreement or the administrator's rules.
- L) Law Applied by the Arbitrator: North Carolina and federal law shall apply as stated in the above Governing Law Provision. The arbitrator must apply this law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The arbitrator is authorized to award all remedies permitted by the substantive law that would apply in an individual court action, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to

provide relief warranted by that party's individual Claim). Any finding, award or judgment from an arbitration of any Claim shall apply only to that arbitration. No finding, award or judgment from any other arbitration shall impact the arbitration of any Claim.

- M) **Right to Discovery:** In addition to the parties' rights to obtain discovery pursuant to the arbitration rules of the administrator, either party may submit a written request to the arbitrator to expand the scope of discovery normally allowable under the arbitration rules of the administrator. The arbitrator shall have discretion to grant or deny that request.
- N) **Arbitration Award and Right of Appeal:** At the timely request of either party, the arbitrator shall provide a written explanation for the award. However, if the amount in controversy exceeds \$50,000, you or we can, within 15 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the administrator. The appeal panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Arbitration Provision to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with the paragraph above titled "Location and Costs of Arbitration." The original award or any subsequent award on the appeal described above shall be final and binding, subject to any further appeal rights under the FAA, and may be entered as a judgment by any court having jurisdiction.
- O) **Rules of Interpretation:** This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns, and us and our respective successors and assigns. This Arbitration Provision shall survive (A) the repayment of amounts owed under your Account terms, including this Agreement; (B) any legal proceeding; (C) any sale, assignment or transfer of your Account(s); (D) any bankruptcy to the extent consistent with applicable bankruptcy law; (E) any default, breach or repossession; (F) any termination, cancellation, closure, suspension or non-renewal of your Account(s), including this Agreement; and (G) any termination, amendment, expiration or performance of any transaction between you and us. If there is any inconsistency between this Arbitration Provision, on the one hand, and any other terms in any of your Accounts, on the other hand, this Arbitration Provision shall control with respect to any Claim as that term is defined in Section D of this Arbitration Provision. Any changes to this Arbitration Provision will apply only prospectively unless we give you a right to opt out of the change or the entire Arbitration Provision.

**Severability:** If any portion of this Arbitration Provision is held to be invalid or unenforceable, the remaining portions shall nevertheless remain in force, subject to two exceptions: (A) if a determination is made that the Class Action Waiver is unenforceable, and that determination is not reversed on appeal, then the Arbitration Provision (except for this sentence) shall be void in its entirety; and (B) if a court determines that a public injunctive relief Claim may proceed notwithstanding the Class Action Waiver, and that determination is not reversed on appeal, then the public injunctive relief Claim will be decided by a court, any individual Claims will be arbitrated, and the parties will ask the court to stay the public injunctive relief Claim until the other Claims have been finally concluded.

**13. Dividends.** Dividends will be paid on Accounts in accordance with the policies of the Credit Union as amended from time to time. Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period. Dividends are compounded daily and credited monthly on all Accounts. The dividend period on all business Accounts is monthly beginning the first day of the month and ending the last day of the month. Dividends are calculated by the daily balance method which applies a daily periodic rate to the principal in your Account each day. Dividends will begin to accrue on the business day you make deposits to your Account. Current dividend rates accompany this Agreement. For further information about current dividend policies, contact a Member Service Representative.

**14. Deposit of Items.** You may make deposits in person, by mail or by any other method the Credit Union makes available, such as its automated teller machines. The Credit Union is not responsible for deposits made by mail or through a depository not staffed by the Credit Union's personnel until the Credit Union actually receives them. If you fail to endorse an item that you submit for deposit, the Credit Union has the right, but is not obligated, to supply the missing endorsement. The Credit Union may require that certain government checks, insurance company items or other special types of checks be personally endorsed by each of the payees. You agree to reimburse the Credit Union for any loss or expense it incurs because you fail to endorse an item exactly as it is drawn. If the Credit Union receives an item on a weekend, holiday or after the Credit Union's posted closing time, the item is deemed to have been received on the Credit Union's next business day.

**15. Collection of Items.** In receiving items for deposit or collection, the Credit Union acts as your collection agent and assumes no responsibility beyond the exercise of ordinary care. Special instructions for handling an item are effective only if made in writing and given to the Credit Union along with the item in question. The Credit Union will not be liable for default or negligence of its correspondent financial institutions or for loss in transit, and each correspondent financial institution will only be liable for its own negligence. Items and their proceeds may be handled in accordance with applicable Federal Reserve and Clearing House rules. All items are credited subject to final payment and receipt of proceeds by the Credit Union. Without prior notice to you, the Credit Union may charge back any item at any time before final payment, whether returned or not, and may also charge back any item drawn on it if, with the normal handling period for such item, the item cannot be honored against the drawer's account. The Credit Union is authorized to pursue collection of previously dishonored items, and in so doing it may permit the payor financial institution to hold an item beyond the midnight deadline.

**16. Authorized Signature.** Your signature on the Signature Card is your authorized signature. For the payment of funds and for other purposes relating to any Account you have with the Credit Union, the Credit Union is authorized to recognize your signature, but it will not be liable to you for refusing to honor your checks or other signed instructions if it believes in good faith that the signature

appearing on such checks or instructions is not genuine. Additionally, you may authorize the use of a facsimile signature device by designation on the Signature Card or in a separate resolution. If you have authorized the use of a facsimile signature device, the Credit Union may honor any check or other signed instruction that bears or appears to bear your facsimile signature even if it was made by an unauthorized person or with a counterfeit facsimile device. Therefore, you should maintain close control over your facsimile signature device and promptly review your statements and cancelled checks for unauthorized use of the device. The Credit Union may honor any check or other item drawn against the Account so long as it contains at least one authorized signature.

**17. Checks and Other Withdrawals.** The Credit Union may refuse any check or other item drawn against your Account or used to withdraw funds from your Account if it is not on a form approved by the Credit Union. The Credit Union also reserves the right to refuse any check or other item drawn against your Account or used to withdraw funds from your Account if made in a manner not specifically authorized for your Account, if made more frequently or in a greater number than specifically permitted for your Account, or if made in an amount less than the minimum withdrawal or transfer specifically permitted for your Account. The Credit Union may pay checks or other items drawn upon your Account in any order determined by the Credit Union, even if paying a particular check or item results in an insufficient balance in your Account to pay one or more other items that otherwise could have been paid out of your Account.

**18. Telephone Transfers.** A transfer of funds from one of your Accounts to another of your Accounts at the Credit Union may be made by telephonic instructions given by the same persons and under the same conditions that a written transfer request could be made.

**19. Current vs Available Balance; Non-Sufficient Funds and Overdraft Protection.** Your checking Account has two kinds of balances: the Current Balance and the Available Balance. Your **Current** Balance reflects the full amount of all deposits to your Account as well as payment transactions that have been posted to your Account. It does not reflect checks you have written that are still outstanding or transactions that have been authorized but are still pending. Your **Available** Balance is your Current Balance less: (1) holds placed on deposits; (2) holds on debit card or other transactions that have been authorized but are not yet posted; and (3) any other holds, such as holds related to pledges of Account funds, minimum balance requirements, or to comply with court orders. The following example illustrates how your Available Balance works: Assume your Current and Available Balance are both \$100, and you use your debit card at a restaurant for \$60. As a result, your Available Balance will be reduced by \$60 so your Available Balance is only \$40. Your Current Balance is still \$100 because your debit card transaction has not yet posted. Before the \$60 restaurant charge is sent to us for posting, a check that you wrote for \$50 is presented to Truiliant for payment. Because you have only \$40 available, your Account will be overdrawn by \$10. Although you will not be charged any Non-Sufficient Fund or NSF Fees, depending on the overdraft plan you have (discussed in Section 20) you may be charged an overdraft plan fee associated with that overdraft plan, even though your Current Balance was \$100 before the check posted. Also, when the \$60 restaurant charge is presented to Truiliant and posted to your Account, you may not have enough money in your Available Balance because of the posted check. Although you will not be charged any NSF Fees, depending on any overdraft plans you have (discussed in Section 20), you may be charged an overdraft plan fee associated with that overdraft plan for that transaction as well, even though your Available Balance was positive at the time it was authorized. When presentment occurs to us for payment, we use your Available Balance to determine whether there are sufficient funds in your Account to pay items, including checks and drafts, as well as ACH, debit card and other electronic transactions. Your Available Balance is subject to our Funds Availability Policy. Items and transactions, including checks and electronic transactions/payments that are returned unpaid due to insufficient/non-sufficient ('NSF') funds in your Account, may be resubmitted one or more additional times for payment. There are no fees for any item that is returned unpaid due to insufficient/nonsufficient funds. Any overdraft plan fees you may incur due to insufficient / nonsufficient funds are discussed in Section 20. These overdraft plan fees are not NSF fees. Your Beginning Balance/Ending Balance is shown on your statement. We do not distinguish between available and unavailable funds on your Account statements, so it may appear that you had sufficient funds to cover an item that was returned. As the Account owner, you are responsible for keeping track of your Account balance to ensure that you have sufficient funds available to pay any item you authorize. You may always obtain your Available Balance by logging into Online Banking at Truiliant.org or calling us at 1-800-822-0382 or visiting your local branch. Please keep in mind the Available Balance may not reflect all outstanding pending items.

**20. Overdraft Plans.** An overdraft occurs when you do not have sufficient funds available in your Account to cover a transaction when it presents to us for payment, but we pay it anyway. We can cover your overdrafts in three different ways:

- We offer overdraft transfer services, such as a link to a savings Account or line of credit which may be less expensive than our standard overdraft practices. There is a \$3 transfer fee for this service, charged once per day when transfer services are used.
- **Balance Backup, our standard overdraft services which comes with your checking Account,** strives to pay checks, authorized draft items, and reoccurring debit and ACH transactions for you when funds are not available in your Account.
- **Balance Backup Plus, also comes standard with your checking Account** and will extend overdraft protection to cover your everyday debit and ATM transactions. If funds are not available in your Account, we will strive to pay those everyday debit purchases and ATM transactions.
  - If we cover an item for you, using Balance Backup or Balance Backup Plus, you will be charged a fee of \$28 per transaction, with a maximum limit of 6 overdraft fees per day. Overdraft fees will be waived for transactions approved for less than \$3.00.
  - You can request to opt-out of these service at any time by calling your local number or 1-800-822-0382 or visit a

branch near you.

We are not obligated to cover any items defined as checks, ATM withdrawals, Point of Sale or debit card transactions, preauthorized debits or any other electronic transactions presented for payment if the Account does not have available funds. For one-time debit or ATM overdrafts, the \$28 fee may appear as "Overdraft Charge" on your statement. Service charges assessed against items presented against the Account, do not obligate us to pay said request for funds, nor obligate us to provide prior written notice of the decision to refuse payment. Should a check be submitted or a transaction be made for funds exceeding what is available in the Account, pursuant to this Agreement, the Account holder is responsible for the amount of any overdraft and applicable fees immediately. If you would prefer that we not honor any items when there are not sufficient funds in your Account, you may opt out of this discretionary service by contacting us and expressing this preference. You are fully aware that without this discretionary service or some other form of overdraft protection, such as an Account transfer or line of credit (which is offered to qualified Accounts), any items presented that overdraw the Account may be returned unpaid. The terms contained herein are the complete and final understanding of the parties with respect to Checking Account Overdraft Features and Plans, and this Agreement supersedes any other document in any potential conflict of interest.

**21. Stop Payment Orders.** You have the right to stop payment on any check drawn on your Account that has not been paid or certified. Here's how: Call us at your local number or 800-822-0382, or write us at Truiliant Federal Credit Union, Attention EFT, P.O. Box 26000, Winston-Salem, North Carolina 27114-6000, in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after your call. If you order us to stop one of your preauthorized payments three business days or more before the Transfer is scheduled, and we do not do so, we will be liable for your losses or damages. A fee of \$25 will be charged to your Account for each stop payment which you request. An oral stop order lapses after 14 calendar days unless it is confirmed in writing within that period; a written stop order is effective for six months. Renewals or revocation of any stop payment orders must be in writing and may be made from time to time. A written stop payment order, renewal or revocation of a stop payment order will be valid upon delivery to the Credit Union. In order to place a stop payment order, you must inform the Credit Union of the exact amount of the item and the number of the check and the number of the Account. The Credit Union will not be responsible if the information you give is not correct or if you fail to give any other reasonable information regarding the item and the stop payment cannot be completed. The Credit Union is entitled to a reasonable period of time after you give a stop order to notify its employees. If the Credit Union re-credits your Account after paying a check over a valid and timely stop order, you agree to transfer to the Credit Union all of your rights against the payee or other holder of the check, and to assist the Credit Union in legal action taken against that person later on. A revocation of a stop payment order may be given by any person who is authorized to draw checks against the Account. Stop payment orders on cashier's checks and certified checks are not permitted.

**22. Stale and Post-Dated Items.** The Credit Union maintains the option either to pay or dishonor any stale check (i.e., more than six months old) upon presentation to the Credit Union. The Credit Union may pay a check or other draft on whatever day it is presented for payment, notwithstanding the date (or any other limitation on the time of payment) appearing on the check. For this reason, you should not write post-dated checks.

**23. Responsibility for the Back of Checks.** You agree that the Credit Union will not be liable to you because an item you deposit in your Account is returned after the time set by applicable law if the delay in returning the item is caused by markings on the item in the space reserved for the depository financial institution's endorsement that were made by you or a prior endorser. Similarly, you will be liable to the Credit Union for any loss or expense, including without limitation reasonable attorneys' fees, it incurs because it is unable to properly return an item drawn on your Account within the time set by applicable law where the delay in properly returning the item is caused by markings on the item in the space reserved for the depository bank's endorsement that existed at the time you issued the item.

**24. Automated Processing of Items.** You recognize that the Credit Union has adopted automated collection and payment procedures so that it can process the greatest volume of items at the lowest possible cost to all members. These automated procedures rely primarily on information encoded onto each item in magnetic ink. In recognition of this fact, you agree that in paying or taking an item for collection, the Credit Union may disregard all information on the item other than the drawer's signature, the identity of the drawee bank, the amount of the item, and any other information encoded onto the item in magnetic ink according to general banking standards, whether or not that information is consistent with other information on the item. You agree to reimburse the Credit Union for any loss or expense it incurs because you issue or deposit an item containing such extra information. Furthermore, you agree that the Credit Union does not fail to exercise ordinary care in paying an item solely because its procedures do not provide for the sight examination of items with a face amount below an amount specified by the Credit Union from time to time.

**25. Statements.** Statements will be mailed by the Credit Union to the last address you have given in writing. You should carefully examine the statement. If you feel there is an error on the statement, or that some unauthorized person has withdrawn funds from the Account, the Credit Union should be notified immediately. The statement is considered correct unless you notify the Credit Union promptly after any error is discovered. Moreover, because you are in the best position to discover an item error, you agree that the Credit Union will not be liable for paying such items if (a) you did not exercise reasonable care in examining the statement or you have not reported any errors to the Credit Union within 60 days of the mailing date of the earliest statement containing said error, or (b) these items were drawn without authority or altered so cleverly (as by unauthorized use of a facsimile machine or otherwise) that the lack of authorization or alteration could not be detected by a reasonable person and you were negligent in some manner. You agree to pay the applicable service charge for retrieval and copying of the requested checks.



**26. Setoff and Security Interest.** If you ever owe the Credit Union money as a borrower, guarantor or otherwise, and it becomes due, the Credit Union has the right under the law (called "setoff") and under this agreement (by which you grant the Credit Union a security interest in your deposit Account) to use the money from any Account of yours to pay the debt without notice. The Credit Union may use the money to pay the debt even if withdrawal results in a dividend penalty or dishonor of checks. In the case of a partnership or entity with multiple owners listed on the Account, each partner or joint owner agrees that the Credit Union may use the money in the Account to satisfy any one of their individual obligations. Similarly, each partner or joint owner agrees that the Credit Union may use the money in each of their individual Accounts to satisfy obligations in the partnership Account or Account of an entity with multiple owners listed on the Account. The security interest you grant to the Credit Union in your Account(s) by this Agreement is consensual and is in addition to the Credit Union's right of setoff.

**27. Legal Process Against Account.** If legal action such as a tax levy, attachment, garnishment, etc. is brought against your Account, the Credit Union may refuse to pay out any money from your Account until the dispute is resolved. If your Account is attached, garnished or otherwise subject to levy by lawful legal action, the Credit Union will not be liable to you for any sums it may be required to pay because of such attachment, garnishment or other levy, even if paying the money from your Account leaves insufficient funds to pay a check you have written. If the Credit Union incurs any expenses, including without limitation, reasonable attorney fees, in responding to an attachment, garnishment or other levy that is not otherwise reimbursed, it may charge such expenses to your Account without prior notice to you. Any garnishment or other levy against your Account is subject to the Credit Union's right of setoff and security interest. There will be a \$65 processing fee for each levy, garnishment, or other legal action brought against your Account.

**28. Other Adverse Claims.** If the Credit Union receives notice of an actual or potential adverse claim to your Account or the funds in your Account, it may in its discretion refuse to pay out any money from your Account for a reasonable period of time after receipt of notice of the actual or potential claim. Although the Credit Union reserves the right to refuse to pay out any money from your Account if it has received notice of an actual or potential claim, the Credit Union is not required to recognize any adverse claim unless (1) the claimant provides the Credit Union with an acceptable bond indemnifying the Credit Union against any and all liabilities, losses, damages, costs and expenses that might be incurred by the Credit Union in connection with payment of the adverse claim and any resulting dishonored checks or other items, (2) the claimant has obtained an order from a court of competent jurisdiction in a case in which you are made a party and served with a summons, or (3) you act as a fiduciary for the claimant and the claimant gives the Credit Union an affidavit setting forth the nature of your fiduciary relationship and the facts upon which the claimant has reasonable cause to believe that you are about to misappropriate the funds.

**29. Death or Incompetence.** Neither a member's death nor a legal adjudication of incompetence revokes the Credit Union's authority to accept, pay or collect items until the Credit Union knows of the fact of death or of an adjudication of incompetence and has a reasonable opportunity to act on it. Even with knowledge the Credit Union may, for 10 days after the date of death, pay checks drawn on or before the date of death unless ordered to stop payment by a person claiming an interest in the Account.

**30. Transfer of Ownership.** Although checks drawn on your Account are negotiable, the Account itself is not. Accounts are not transferable except on the Credit Union's books and records. In order to transfer title or pledge the Account as collateral for a loan from someone other than the Credit Union, a written request must be provided on a form approved by the Credit Union. If ownership is to be transferred, the Credit Union may require that the Account be closed and a new Account opened. Any pledge of the Account to a third party remains subject to the Credit Union's right of setoff and security interest.

**31. Service Fees.** You agree to pay any service fees that apply to your Account. Service fees may include but are not limited to charges for check printing, check writing, stop payment orders, and notices of post-dated items, cashier's checks, and overdrafts. These fees, which the Credit Union will always make reasonable in amount, help the Credit Union to cover the cost of transactions in your Account. Any fees may be deducted from your Account without prior notice to you. The Credit Union will not be liable for dishonoring checks or other withdrawal orders because of insufficient funds resulting from proper deduction of fees. A schedule of the Credit Union's current fees is given to you when you open an Account and is available at our Credit Union offices. Service fees are subject to change from time to time at the Credit Union's discretion. Notice of any changes will be sent to you at the address shown on the Credit Union's records. A reasonable period of time will be given before any changes become effective.

**32. Liability Regarding Disputes Involving Your Account.** You agree to be liable to the Credit Union for any loss, costs or expenses, including reasonable attorneys' fees to the extent permitted by law, that the Credit Union incurs as a result of any dispute involving your Account, and you authorize the Credit Union to deduct any such loss, costs, or expenses from your Account without prior notice to you. This obligation includes disputes between you and the Credit Union involving the Account and situations party claiming an interest in the Account. It also includes situations where you, an authorized signor, another joint owner, or a third party takes action with respect to the Account that causes the Credit Union, in good faith, to seek the advice of counsel, whether or not the Credit Union actually becomes involved in a dispute.

**33. Privacy.** All information respecting your personal affairs will be kept in accordance with the Credit Union's privacy policy. See Article VI of this Agreement.

**34.** You agree that we and our third-party debt collectors may contact you by telephone or text message at any telephone number associated with your Account, including wireless telephone numbers (i.e., cell phone numbers) which could result in charges to you, in order to service your Account or collect any amounts owed to us, excluding any contacts for telemarketing purposes as prescribed by law. Further you agree contact methods may include use of pre-recorded or artificial voice messages, and/or use of an automatic dialing device. You may withdraw the consent to be contacted on your cellular device by written notice to us at 3200 Truliant Way, Winston-Salem, NC 27103, or by calling us, or by

any other reasonable means. By providing a wireless telephone number, you represent and agree that you are and will be the wireless subscriber with respect to the wireless telephone number provided. If you are no longer the subscriber to the wireless telephone number you provided, please immediately notify us of those changes.

35. We post credit and debit transactions to your Account during nightly processing on days we are open for business. For purposes of this section, transactions include fees. Credits increase your Account balance and debits decrease your Account balance. There are numerous ways transactions are presented for payment by merchants. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment. As such, you should be aware that the order transactions post o your Account may differ from the order in which the transactions occur or the order that we receive them. The order in which transactions are posted may affect whether you have insufficient funds to cover all transactions and whether any overdraft plans discussed in Section 20 are triggered. We post deposits and other credits to your Account first. After we post all deposits and other credits to your Account, we post debits. We post debits in order according to categories. Within each category, we post debits from the lowest amount to the highest amount. While subject to change without notice to you, we generally post transactions presented on your Account in the following order: (1) all deposits and other credits; (2) authorized debits; (3) ACH debits (lowest to highest); (4) checks (lowest to highest); and (5) other fees. Authorized debits are transactions that we are obligated to pay because we provided authorization at the time you initiated the transaction. Authorized debits include debit card transactions, ATM withdrawals, Account withdrawals performed in a branch, and some Truliant fees.

36. The Credit Union offers night depository services under these terms and conditions. For purposes of these terms and conditions, the following definitions will apply.

- Business Day - A business day is any day Monday through Friday the Credit Union is operating and open for business except any federal holidays or other holidays the Credit Union observes.
- Night Depository Facility - Any of the facilities operated by the Credit Union for the purpose of accepting deposits from Credit Union members.
- Assumption of Risk - You assume any and all risks arising out of or incidental to the use of the night depository services. You acknowledge that Credit Union has provided instructions on the proper operation and use of its night depository facility.

**Procedures for Making Deposits.** Credit Union provides deposit envelopes and will provide sealing bags as necessary upon request. You shall place all envelopes and/or sealed bag(s) in the night depository facility. You shall take all action necessary to ensure the envelope(s) and/or sealed bag(s) are properly placed in the appropriate receptacle. You shall make sure envelopes are filled out correctly upon deposit. You shall make sure all sealed bags deposited in the night depository facility will contain an itemized deposit slip listing all currency, coins, and negotiable instruments. All negotiable instruments must be itemized on the deposit ticket or a separate calculator tape must be provided. All negotiable instruments must have proper endorsements, which include "pay to the order of" and the business name.

**Procedures for Removing and Processing Deposits.** Any night depository envelopes or bags that were deposited before 7am in the night depository will be removed each business day (Monday-Friday) for processing. Credit Union will verify each deposit and will credit the face value of the currency, coins and negotiable instruments, which the Credit Union finds in each envelope and/or sealed bag to the member's Account. Availability of all deposits will be subject to the Credit Union's Funds Availability Policy. Credit Union's findings and records with respect to the contents of each bag will be conclusive and binding upon you. If Credit Union finds evidence that a bag has been tampered with Credit Union will contact you to inform you of the situation.

**Limitation of Liability.** By using this service, you understand and agree that the Credit Union will not be liable for any loss or damage sustained by you or any employee or agent of yours resulting from your (or your employee's or agent's) inability to operate the facility. Credit Union will not be responsible for any loss or damage suffered by any person due to an act of nature, vandalism, or malicious mischief. Once the contents (currency, coins, and negotiable instruments only) are correctly deposited into a night depository, you will not be responsible for any loss or damage to the contents due to an act of nature, vandalism, or malicious mischief. Credit Union will not be responsible for any loss resulting from the unlawful or dangerous use of the night depository facility by any person or otherwise. The Credit Union will not be responsible for the loss, destruction, or misplacement of all or any part of, or shortage of the deposits or contents in any of your bags deposited in the night depository facility unless such loss, destruction or misplacement is legally proven to be a direct result of the gross negligence of the Credit Union.

**Miscellaneous Terms of Use.** By using the Credit Union's night depository services, you understand and agree that you shall indemnify Credit Union from and against all injuries, losses, damages, expenses (including, but not limited to reasonable attorney's fees), actions and causes of action which Credit Union incurs as a result of the provision of services hereunder, except for Credit Union's own gross negligence or willful misconduct. You also understand and agree that this disclosure contains the entire understandings between you and the Credit Union hereto regarding the provision of night depository services by the Credit Union. Credit Union reserves the right to modify and withdraw its night depository service from any member at any time, without notice, and will not be liable for any loss to you which results from such action.

## PART II OWNERSHIP OF ACCOUNTS

37. **Signature Card Designation.** The classification of your Account as a business Account, and the form of ownership for your Account, are designated on the Signature Card you sign when you open the Account. The following provisions describe the rules applicable to the various classifications and forms of ownership available. Only the provisions relating to the classification and form of ownership designated on the Signature Card apply to your Account.

38. **Individual Accounts.** This Agreement does not apply to individual Accounts. For the terms governing such Accounts, please see Truliant's Account Terms and Truth in Savings Disclosures for individual Accounts.

39. **Business Accounts.** This Agreement only applies to business Accounts. Business Accounts are those established by any partnership, corporation, association or other entity operated on a for-profit basis; all corporations (and associations) operated on a not-for-profit basis; all governmental units; and any individual sole proprietor who intends to use the Account for carrying on a trade or business. The classification and form of ownership of a business Account are as designated on the Signature Card.

- a) In a partnership Account, the partners agree with each other and the Credit Union that any one partner whose name is written or typed on the Signature Card has complete authority to bind the partnership and all other partners in all transactions involving the Account.
- b) In a corporation Account, each person who signs the Signature Card represents to the Credit Union that the corporation is duly authorized to transact business and that each person whose name is written or typed on the Signature Card is duly authorized and has complete authority to bind the corporation in all transactions involving the Account.
- c) The partnership, corporation or other legal entity agrees to notify the Credit Union promptly in writing of any change in authority. The Credit Union also reserves the right to require a partnership, corporation or other legal entity to give separate written authorization telling the Credit Union who is authorized to act on its behalf. The Credit Union is authorized to follow the directions of a person designated as having authority to act on the entity's behalf until the Credit Union receives written notice that the authority has been terminated and has had a reasonable time to act upon that notice.

### PART III SPECIFIC ACCOUNT TERMS AND FEES

40. All of the business Accounts that Truliant offers are listed in this Part III of the Agreement.

**41. BUSINESS SAVINGS ACCOUNT**

**Minimum balance requirements:** The minimum required to open this Account is the purchase of a share in the credit union. Please see the bylaw requirements in the Common Features section for additional information.

**Par value of a share:** The par value of a share in this Account is \$5.00.

**42. BUSINESS CHECKING ACCOUNT**

**Minimum balance requirements:** The minimum balance to open this Account is \$2,500.00. Your Account will be subject to a \$10.00 monthly maintenance fee unless you maintain a minimum daily balance of \$2,500.00.

**Fees and charges:** A checks paid fee of \$.25 will be charged for each check paid in excess of 500 during a month. A deposited item fee of \$.25 will be charged for each paper draft (checks) deposited in excess of 500 during a month. This deposited item fee applies to the aggregate activity in all businessAccounts.

**43. BASIC BUSINESS CHECKING ACCOUNT**

**Minimum balance requirements:** There is no minimum balance to open this Account.

**Fee and charges:** A checks paid fee of \$.25 will be charged for each check paid in excess of 150 during a month. A deposited item fee of \$.25 will be charged for each paper draft (checks) deposited in excess of 150 during a month. This deposited item fee applies to the aggregate activity in all business Accounts.

**44. BUSINESS MONEY MARKET ACCOUNT**

**Minimum balance requirements:** The minimum balance required to open this Account is \$2,500.00. You must maintain a minimum daily balance of \$2,500.00 in your Account each day to obtain the disclosed annual percentage yield.

**45. BUSINESS CERTIFICATE ACCOUNTS**

**Terms available:** 3, 6, 12, 24, and 36 months.

The minimum balance to open a Business Certificate is \$250.00. Rates are tiered based on the amount deposited. Rate sheets may be obtained by visiting your local branch, on our website or by calling (800) 822-0382.

**Penalties for Early Withdrawal:** If the early withdrawal reduces the principal amount of the share certificate below the minimum amount required, the business certificate will be cancelled. In all cases of early withdrawal, a penalty will be imposed equal to the dividends on the principal withdrawn of the lesser of

- 1) the number of days since opening or renewal or
- 2) the number of days penalty according to the following chart:

If the term is:	Penalty
At least 7 days but less than 12 months	90 days

At least 12 months but less than 48 months	180 days
48 months or longer	365 days

#### 46. COMMON FEATURES FOR ALL BUSINESS DEPOSIT ACCOUNTS

The following fees may be assessed against your Account and the following transaction limitations, if any, apply to your Account.

Statement copies (duplicates)	\$2.00/statement
Transfer fee: (from any available funds to cover an overdraft)	\$3.00/day that transfer serves were used
Check printing	Fee depends on style of check ordered
Official check, payable to third party	\$5.00
Deposited checks (and other items) returned unpaid	\$10.00
Stop payment fee (per check or per series of checks)	\$25.00
Check copies (over 12 per year)	\$1.50/check
Overdrafts using Balance Backup or Balance Backup+	\$28.00 (Maximum of 6 fees per day)
Loan payment returned unpaid	\$28.00
Self-service loan payment	\$7.00
Check by Phone	\$10.00
Special statement cutoff	\$2.00
Debit Card-lost or stolen card replacement	\$15.00/card
Non-Truliant ATM withdrawal, POS withdrawal, Transfer or Inquiry	\$2.00
Wire Transfer (outgoing – domestic)	\$25.00
Wire Transfer (outgoing – international)	\$35.00
Wire Transfer (incoming)	\$10.00
Non-participation fee (additional details below)	\$10.00
Account research	\$25.00/hour plus third-party cost
Legal action processing	\$40.00 per occurrence
Levy/Garnishment	\$65.00/order

Non-participation fee – Any month in which you do not maintain at least one of the following requirements: 1) A total average monthly deposit balance with the Credit Union of \$250.00 or more (excluding Accounts of members 18 years of age or younger); 2) an open loan, line of credit or Visa Account; or 3) any Account activity in the preceding six months, your Account will be charged \$10.00. Any member's Shares totaling less than \$5.00 for a period of two months will be absorbed as a fee.

#### PART IV

##### SPECIAL RULES GOVERNING ELECTRONIC FUND TRANSFERS

47. Unless we have entered into a specific written agreement with you that provides otherwise, payment orders you give to the Credit Union for the transfer of funds out of the Account by wire transfer or otherwise, and payment orders we receive for the transfer of funds into the Account, will be governed by this Part And by Article 4A of the Uniform Commercial Code ("UCC4A") as enacted in the state in which you have your Account with us, or as adopted in North Carolina if the state in which you have your Account has not enacted UCC4A.

48. We reserve the right to refuse to accept any payment order. Payment orders are accepted when they are executed by us. You agree that if a payment order or cancellation thereof identifies the beneficiary by both name and an identifying number, and the name and number identify different persons or Account holders, execution and payment to the beneficiary or cancellation may be made solely on the basis of the identifying number. You also agree that if a payment order identifies an intermediary bank or the beneficiary's bank by both name and an identifying number and the name and number identify different persons, execution of the payment order by any bank may be made solely on the basis of the identifying number.

49. We will give you notice of the acceptance of a payment order by posting the amount of the payment order to the appropriate Account. Prior to the Credit Union's acceptance of an outgoing payment order, the outgoing payment order may be canceled. We must receive your cancellation in a reasonable time prior to the time we execute the outgoing payment order. Payment orders sent by Fedwire will be subject to the Federal Reserve's Regulation J, and payment orders sent via other payment systems will be subject to the rules of those systems. You agree that we may record all telephone conversations and data transmissions received from, made for or made on behalf of you pursuant to or in connection with a payment order.

50. Unlawful Internet Gambling and Other Illegal Activities. You agree that you are not engaged in unlawful internet gambling or

any other illegal activity. You agree that you will not use any of your Accounts, access devices or services for unlawful internet gambling or other illegal activities. We may terminate your Account relationship if you engage in unlawful internet gambling or other illegal activities.

51. **Provisional Payment Disclosure:** Credit given by us to you with respect to an automated clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you in connection with such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

52. **Notice of Receipt of Entry:** Under the Operating Rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your Account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

53. **Choice of Law:** We may accept on your behalf, payments to your Account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of North Carolina as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your Account.

## PART V

### YOUR ABILITY TO WITHDRAW FUNDS AT ALL LOCATIONS OF TRULIANT FEDERAL CREDIT UNION

This funds availability policy applies to business transaction Accounts only. Business transaction Accounts include business checking Accounts and other Accounts where withdrawals are unlimited. If you have a question whether this policy applies to your Account(s), please ask a member service representative.

Our policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit. At that time, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and federal holidays. If you make a deposit at one of our branches before that branch's posted closing time on a business day that we are open, we will consider that day to be the day of your deposit.

#### Longer Delays May Apply

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the seventh business day after the day of your deposit. However, the first \$225 of your deposits will be available on the first business day. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make the deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will send you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

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

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

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

#### Special Rules for New Accounts

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

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

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

## PART VI PRIVACY POLICY

FACTS	WHAT DOES TRULIANT FEDERAL CREDIT UNION DO WITH YOUR PERSONAL INFORMATION AND INFORMATION ABOUT YOUR BUSINESS?
Why?	Financial companies choose how they share your personal information and information about your business. Federal law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share and protect your personal information and information about your business. Please read this notice carefully to understand what we do.
What?	The types of personal information and information about your business we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social Security numbers, Taxpayer Identification numbers, and income</li> <li>• Account balances and Account transactions</li> <li>• Credit history and payment history</li> </ul> When you are <i>no longer</i> our member, we continue to share your information as described in this notice.
How?	All financial companies need to share members' personal information and information about their business members to run their everyday business as permitted by law. In the section below, we list the reasons financial companies can share their members' personal and business information, the reasons Truliant chooses to share and whether you can limit this sharing.

Reasons we can share your personal information	Does Truliant Share?	Can you limit this information?
<b>For our everyday business purposes</b> – such as to process your transactions, maintain your Account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> – to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes</b> – information about your Truliant transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> – information about your creditworthiness	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share
<b>Questions?</b>	<b>Call 1-800-822-0382</b>	

Who we are	
<b>Who is providing this notice?</b>	Truliant Federal Credit Union (Truliant) and its service organization, Truliances, LLC.
What we do	
<b>How does Truliant protect my personal information?</b>	To protect your personal and business information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does Truliant collect my personal and business information?</b>	We collect your personal and business information, for example, when you: <ul style="list-style-type: none"> <li>• Open an Account or deposit money</li> <li>• Pay your bills or apply for a loan</li> <li>• Use your credit or debit card</li> </ul> We also collect your personal and business information

	from others, such as credit bureaus, affiliates or other companies.
<b>Why can't I limit all sharing?</b>	Federal law gives you the right to limit only: <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> </ul> Sharing for nonaffiliates to market to you
<b>Definitions</b>	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>• <i>Our affiliate is Truliant, LLC., and its subsidiary Truliant Insurance Service, LLC.</i></li> </ul>
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <i>Truliant does not share with nonaffiliates so they can market to you.</i>
<b>Joint marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <i>Our joint marketing partners include insurance companies and financial services companies.</i>

<b>Other Important Information</b>
The above privacy policy complies with United States law. Members residing outside the U.S. enjoy the same privacy protections described in this policy with additional terms for members in the European Union as follows: <b>We do not advertise, monitor or process personal information to or for our members in the European Union as defined by the General Data Protection Regulation. In the event of unauthorized access, we will promptly notify you with relevant information.</b>

### CONCLUSION

Truliant Federal Credit Union appreciates your business. Our purpose is to keep our members informed of the deposit options available at the Credit Union, as well as the Credit Union's and member's responsibilities in guaranteeing a high level of personal and professional service on your Accounts. For further information regarding your Account or other available services at the Credit Union, please contact Member Services for assistance. Thank you.

Mailing Address:  
P.O. Box 25371  
Winston Salem, NC 27114-5371

Telephone Number:  
Winston Salem 336-659-1955  
Greensboro 336-664-1955

Charlotte 704-522-1955  
Other Areas 800-822-0382