



COMMERCIAL ACCOUNT AGREEMENTS AND DISCLOSURES

THESE AGREEMENTS AND DISCLOSURES CONTAIN IMPORTANT MEMBERSHIP INFORMATION, ACCOUNT AGREEMENTS, NECESSARY ACCOUNT DISCLOSURES, ELECTRONIC SERVICES AGREEMENT AND DISCLOSURES, FUNDS AVAILABILITY POLICY, AND WIRE TRANSFER AGREEMENT. PLEASE BE CERTAIN TO READ THESE AGREEMENTS AND DISCLOSURES CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.

In these Agreements and Disclosures, the reference to "We," "Us," "Our" and "Credit Union" mean CITADEL FEDERAL CREDIT UNION. The words "You" and "Your" mean each person and/or entity applying for and/or using any of the services described in these Agreements and Disclosures. "Account" means any Account or Accounts established for You as set forth in these Agreements and Disclosures. The word "Card" means any ATM or Debit Card issued to You by Us and any duplicates or renewals. "Online/Mobile Banking" refers to Our computerized Account access system. "E-Check" means any check which You authorize the payee to process electronically. For joint Accounts, read singular pronouns in the plural.

YOU UNDERSTAND THAT THIS AGREEMENT CONTAINS AN AGREEMENT BY BOTH PARTIES TO RESOLVE CERTAIN DISPUTES THAT ARISE BY AN INDIVIDUAL ARBITRATION PROCEEDING HELD IN ACCORDANCE WITH THE ARBITRATION PROVISION, AND THAT THE PARTIES HAVE AGREED NOT TO RESOLVE SUCH DISPUTES AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION PROCEEDING. FOR DETAILS, SEE THE SEPARATE DISPUTE RESOLUTION-MANDATORY ARBITRATION AND CLASS ACTION WAIVER PROVISIONS LOCATED ON PAGE 2 OF THIS AGREEMENT.

CITADEL FEDERAL CREDIT UNION MEMBERSHIP

To apply for membership with Citadel Federal Credit Union, You must complete, sign and return a Membership Application. Your signature on the Membership Application informs the Credit Union of Your application for membership and Your agreement to conform to the Credit Union's Bylaws and Amendments.

Credit Union membership is granted to applicants within Citadel Federal Credit Union's common bond as outlined in the Credit Union's Charter.

By signing the Membership Application, You acknowledge receipt of the Membership Application and these Agreements and Disclosures, including the terms and conditions which apply to Your Accounts.

Family Membership

Credit Union members in good standing and whose status is currently within the Credit Union's common bond (as outlined above) may sponsor immediate family members and possibly other members of Your household for Credit Union membership. Eligible family members may include for instance: father, mother, brother, sister, son, daughter, grandmother, grandfather and spouse (which may include anyone living in Your residence that You maintain a single economic unit with).

ACCOUNT AGREEMENT

YOU ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT CONTROLS YOUR ACCOUNT(S) WITH CITADEL FEDERAL CREDIT UNION, TOGETHER WITH ANY OTHER RELATED DOCUMENT SUCH AS OUR FUNDS AVAILABILITY POLICY AND ELECTRONIC FUND TRANSFER AGREEMENT AND/OR AGREEMENTS AND DISCLOSURES, ALL OF WHICH, TO THE EXTENT APPLICABLE, ARE INCORPORATED INTO THIS AGREEMENT BY REFERENCE. YOU FURTHER ACKNOWLEDGE AND AGREE THAT THE TITLING AND ACCOUNT OWNERSHIP OF A CREDIT UNION ACCOUNT SHALL BE DETERMINED BY THE MEMBERSHIP APPLICATION, AND ANY SUPPORTING INFORMATION ON FILE WITH THE CREDIT UNION, REGARDLESS OF THAT WHICH MAY APPEAR ON ANY CREDIT UNION ISSUED STATEMENT. ACCOUNT TITLING AND ACCOUNT OWNERSHIP IS ALWAYS SUBJECT TO VERIFICATION BY THE CREDIT UNION.

ACCOUNT OWNERSHIP. Business Accounts will only be opened by the Credit Union if any documentation We may request and that is subsequently presented by You to the Credit Union is in a manner acceptable to Our policies. The ownership status and titling of Your Account is determined by the legal structure of the business establishing such Account and will fall into one of the following categories. It is Your responsibility to determine and understand any legal effects related to this type of Account.

- **SOLE PROPRIETORSHIP ACCOUNTS** - A sole proprietorship is a business in which one person owns all the assets, owes all the liabilities, and operates in their own personal capacity.
- **PARTNERSHIP ACCOUNTS** - A partnership is a voluntary association of two or more persons who jointly own and carry on a business for profit.
- **LIMITED PARTNERSHIP ACCOUNTS** - A limited partnership exists if the partnership consists of one or more persons who control the business and are personally liable for the partnership's debts (general partners), and one or more persons who contribute capital and share profits but who cannot manage that business and are liable only for the amount of their contribution (limited partners).
- **LIMITED LIABILITY PARTNERSHIP (LLP) ACCOUNTS** - A limited liability partnership exists when a partner is not liable for a negligent act committed by another partner or by an employee not under the partner's supervision.
- **LIMITED LIABILITY COMPANY (LLC) ACCOUNTS** - A limited liability company is a company statutorily authorized in certain states – that is characterized by limited liability, management by members or managers, and limitation on ownership transfers.
- **CORPORATION ACCOUNTS** - A corporation is an entity (usually a business) having authority under the law to act independently and distinct from the shareholders who own it and having rights to issue stock and exist indefinitely.

- **NON-PROFIT CORPORATION ACCOUNTS** - A non-profit corporation is a corporation that does not issue shares of stock as evidence of ownership but instead is owned by its members in accordance with a charter or agreement.
- **UNINCORPORATED NON-PROFIT ASSOCIATION ACCOUNTS** - An unincorporated non-profit association is a gathering of people for a common purpose that is not a legal entity separate from the persons who compose it.
- **GOVERNMENT ACCOUNTS** - A government Account is a type of Account owned by a government or public entity including but not limited to school districts, cities, municipalities, counties, and states.

SOLE PROPRIETORSHIP ACCOUNTS. You shall take all action necessary so that in the event of Your death, Your estate shall release and indemnify the Credit Union for any payment made at the direction of an authorized signer of Your Account provided the Credit Union has not received actual notice of Your death prior to such payment being made. If You are doing business under an assumed name, You represent that You have properly filed all required paperwork as set out in the laws for the state in which You are organized to do business.

ORGANIZATIONAL, PARTNERSHIP OR CORPORATION ACCOUNTS. If Your Account is an organizational, partnership or corporate Account, You will supply Us with a separate authorization informing Us of the authorized signers for the Account and provide any other related documents if We request You to do so. We require that all partners, Owners or organizational members be individually eligible for membership.

AUTHORIZED SIGNERS. If You establish Your Account with authorized signers, or You subsequently appoint any authorized signers, You understand and agree that the Credit Union will not at any time be liable for the actions of such authorized signers and/or be obligated to ensure that their actions are in accordance with any instructions You have provided to them. Any appointment of an authorized signer, together with any subsequent revocation or change

ACCOUNT AGREEMENT (continued)

must be in writing and in a form acceptable to Us. It is Your responsibility to determine any legal effects related to Your appointing any authorized signers on Your Account.

PAYMENT OF ACCOUNTS. Except payees named on any check or other item drawn on Your Account, such Account may only be paid to You and not any director, shareholder, partner or authorized signer as may be applicable.

DISPUTE RESOLUTION-MANDATORY ARBITRATION. Read this provision carefully as it will have a substantial impact on how legal claims You and We have against each other will be resolved. Except as expressly provided herein, any controversy, dispute or claim ("Claim") arising out of or relating to this Agreement, Your Account, and/or the relationships of the parties hereto shall be resolved or otherwise settled by binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Consumer Rules in effect at the time the Claim is filed. Such arbitration shall take place in Chester County, Pennsylvania. The arbitrator's decision shall be final, binding and non-appealable. Any judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. The arbitrator shall determine the prevailing party, and the costs and expenses of the arbitration proceeding, including the arbitrator's fees, shall be borne by the non-prevailing party, unless otherwise required by law. This mandatory arbitration provision shall survive the closing of Your Account and/or membership and the termination of this Agreement. No provision of this Agreement, nor the exercise of any right under this Agreement, shall waive the arbitration requirement.

Notwithstanding anything contained herein to the contrary, the arbitration shall not limit the right of either party to: (1) obtain provisional or ancillary remedies, such as injunctive relief, writ of attachment, or protective order from a court having jurisdiction before, during or after the pendency of any arbitration; (2) exercise permissible self-help remedies, such as setoff; (3) evict, foreclose against or sell any real or personal property collateral by the exercise of a power of sale under a mortgage or other security agreement or instrument, a deed of trust or applicable law; or (4) to proceed with collection of amounts owed by You to Us in connection with this Agreement through all other legal methods, including but not limited to, proceeding to court to obtain judgment. Additionally, notwithstanding the foregoing, this Section is not intended to apply to Claims arising in connection with Our extensions of consumer credit to "covered borrowers" as such term is defined in the Military Lending Act, or a consumer credit transaction secured by Your dwelling – including a home equity line of credit secured by Your principal dwelling.

To the extent a court has jurisdiction as explicitly agreed to in this Section, the court with exclusive jurisdiction shall be the Court of Common Pleas located in Chester County, Pennsylvania. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD THE RIGHT TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE. HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED THROUGH AN ARBITRATION. IF THE PARTIES PURSUANT TO AN EXCEPTION EXPRESSLY PROVIDED HEREIN PROCEED TO LITIGATION, THE PARTIES EXPRESSLY AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY.**

CLASS ACTION WAIVER. Any Claim against Us must be brought in the respective party's individual capacity and not as a plaintiff or class member in any purported class, collective representative, multiple plaintiffs or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain a Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action, nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. The parties agree that the courts with exclusive jurisdiction shall be the Court of Common Pleas located in Chester County, Pennsylvania. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD THE RIGHT TO BE A PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY THROUGH AN ARBITRATION.**

INDEMNITY. You agree to indemnify and hold harmless the Credit Union and their successors and assigns, from any claim, action, liability, loss, damage or suit, arising out of any action or inaction on Our part in connection with these Agreements and Disclosures and/or Your failure to abide by its terms. In the event of any claim, We shall provide You with reasonable and timely notice of such claim, and thereafter You shall at Your own expense defend, protect and hold harmless the Credit Union against said claim or any loss or liability thereunder. In the event You fail to defend and/or indemnify and hold Us harmless, then in such instance We shall have full rights to defend, pay or settle said claim on Your behalf without notice to You and with full right of recourse against You for all fees, costs, expenses and payments made or agreed to be paid to discharge said claim. You further agree to pay all

reasonable attorneys' fees necessary to enforce such provision. Such indemnity shall be unlimited in amount and duration and be binding upon and inure to the benefit of all parties, their successors, assigns and personal representatives.

POWER OF ATTORNEY. If You name a person to act as Your attorney-in-fact or agent in any way with Your Account, We are only obligated to deal with such person if We, in Our sole judgment, approve of the form of appointment and the supporting documentation.

DEPOSIT OF ITEMS. You may make deposits to Your Account using any method available from Us, including deposits in person, by mail or electronic means. We have the right to refuse to accept any Check or instrument for deposit at Our sole discretion. If You deposit an item and it is returned unpaid, We will debit Your Account for the amount of the item and charge You a Returned Check Fee. You will be liable to Us for the amount of any item You deposit which is returned unpaid, and in addition, will be responsible for any of Our costs and expenses incurred in the collection of such returned item from You, including reasonable attorneys' fees. Subject to Our Funds Availability Policy, You may not be able to withdraw funds from Your Account until We have received final settlement for any items deposited. If You make a deposit on a Saturday, Sunday, or a holiday, or after Our predetermined cut-off hour on business days, the deposit will be credited to Your Account as of the next business day.

COLLECTION AND PROCESSING OF ITEMS. In processing items You have deposited for collection, We are only Your agent and assume no responsibility beyond the exercise of ordinary care. Any item deposited is subject to final settlement in cash or credit. We may use any method We feel is appropriate to collect items, which may include use of a Federal Reserve Bank. We are not responsible for the acts of any third party We use for the collection of items including responsibility for lost items. If We use a local clearinghouse in the collection of items, You authorize Us to do so and to act in accordance with any applicable rules and regulations. We may permit You to withdraw funds from Your Account before final settlement has been made, however, if final settlement is not made, We have the right to charge Your Account or otherwise require You to repay such funds. In processing items presented for payment on Your Account, We will pay such items each business day based solely on an order of Our choosing, subject to the available funds in that Account. All of which means that the items may not be processed in the order in which they occurred and that You could incur multiple fees in a single day should there be insufficient funds to pay all items presented that day.

OVERDRAFT PROTECTION. To the extent permitted by law, You authorize Us to transfer funds from other Accounts You may have with Us in necessary multiples (or in such increments as We may from time to time determine) to Your Account, provided You have enough available funds in such Accounts, to cover any overdraft. If You have a line of credit or other overdraft service with Us, transfers will be made from the services and/or Accounts in the order that You have indicated to Us for clearing any such overdraft(s), subject to Your available credit and/or any other preset limit. Any overdraft transfers from Your Savings Account may be subject to a transfer fee. You hold Us harmless from any and all liability which might otherwise exist if a transfer does not occur.

OVERDRAFTS. As permitted by law, You understand and agree that We may, from time to time and at Our sole discretion, pay certain items in order to cover an overdraft, and charge You a fee for doing so. You further understand that payment of any overdrafts will be made in an order of Our choosing. You hold us harmless from any and all liability which might otherwise exist if We do not pay an overdraft. If You would like to opt-out, that is, if You would prefer We not pay any items that would overdraw Your checking Account, You may opt-out by writing to Us at the address in this Agreement or by calling Us at the telephone number shown in this Agreement and informing Us of Your intention to opt-out.

NOTICE OF RECEIPT OF ACH ITEMS. Under the operating rules of the National Automated Clearing House Association which are applicable to ACH transactions involving Your Account and as permitted by law, We are not required to give You next day notice of receipt of an ACH item, and We will not do so. We will continue to notify You of the receipt of payments in the periodic statements We provide to You.

PROVISIONAL PAYMENT (ACH ORIGINATION). Credits given by any Receiving Depository Financial Institution to the receiver with respect to any automated clearing house credit entries subject to Article 4A of the Uniform Commercial Code (UCC-4A), are provisional until the Receiving Depository Financial Institution has received final settlement through a Federal Reserve Bank, or has otherwise received payment as provided in §4A-403(a) of UCC-4A. If the Receiving Depository Financial Institution does not receive such final settlement or payment, then they shall be entitled to a refund from the receiver of the amount so credited, and We shall not be deemed to have paid the receiver the amount of such entry.

PROVISIONAL PAYMENT (ACH RECEIPT). Credit given by Us to You with respect to any 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 final

ACCOUNT AGREEMENT (continued)

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 via such entry (i.e., the originator of the entry) shall not be deemed to have paid You the amount of such entry.

CHOICE OF LAW. We may accept payments on Your behalf for 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. Your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the State of New York as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving Your Account.

EXPENSES. If We incur any costs or expenses as a result of any attachment, garnishment or levy against Your Account, You will reimburse Us for such costs or expenses or We may charge them to Your Account.

INACTIVE OR DORMANT ACCOUNTS. Inactive Accounts (Accounts with no withdrawal or deposit activity for a 12 consecutive month period) may be subject to an Inactive Account Fee. Accounts with no withdrawal or deposit activity for 3 years or such other periods as may be required by applicable law, may be subject to escheatment to the Commonwealth of Pennsylvania. We have no liability if Your Account becomes dormant and is therefore subject to escheatment in accordance with applicable state law. Additional fees will be charged for escheatment of the funds, and costs associated with endeavoring to locate the Account Owner(s).

LIEN IMPRESSMENT AND SET-OFF. You agree that We may impress and enforce a statutory lien upon Your Accounts with Us to the extent You owe Us any money and We may enforce Our right to do so without further notice to You. We have the right to set-off any of Your money or property in Our possession against any amount You owe Us. The right of set-off and Our impressed lien does not extend to any Keogh, IRA or similar tax deferred deposit You may have with Us. If Your Account is owned jointly, Our right of set-off and Our impressed lien extends to any amount owed to Us by any of the joint Owners.

MINIMUM BALANCE REQUIREMENTS, FEES AND SERVICE CHARGES. You agree to pay Us any applicable fees or charges, and are responsible for any minimum balance requirements and deposit requirements called for in Our Agreements and Disclosures provided to You when You opened Your Account. You also agree to maintain at least one share (\$5.00) on deposit with Us at all times. If Your total Account balances fall below \$5.00, the total balances must be restored to at least \$5.00 within forty-five (45) days, otherwise the Accounts will be closed and Your Credit Union membership terminated. In any case and with proper notice to You, fees, charges, balance requirements and deposit requirements may be changed by Us from time to time.

SUSPENSION OF SERVICES. We have the right to suspend the benefit of any Credit Union service at any time for reasonable cause. At Our discretion, We also have the right to pay any Check presented for payment from Your Account after Your Account is closed or suspended and to recover such amount paid from You. Account services are available to those members in good standing with the Credit Union. We reserve the right to cancel or suspend services to a member who is not in good standing, which includes but is not limited to, members that have: (a) a delinquent loan; (b) a savings balance below the \$5.00 minimum; (c) an unresolved deposited returned Check; (d) any unpaid and uncollected fees; (e) a negative balance on an Account; (f) caused a financial loss to the Credit Union, regardless of the cause; or (g) acted in an abusive, harassing or discriminatory manner towards any Credit Union employee or agent, or who otherwise abuse their Credit Union privileges. The decision to reinstate an Account or any services, rests with the Credit Union and will be made at their sole discretion.

ASSIGNABILITY. You may not assign or transfer any interest in Your Account.

AGREEMENTS AND DISCLOSURES. The Agreements and Disclosures provided to You at the time You opened Your Account and referred to throughout this Agreement, contain: (a) a list of fees and charges applicable to Your Account; (b) the dividends and applicable Annual Percentage Yield (APY); (c) how dividends are credited or compounded; and (d) other pertinent information related to Your Account. Your Agreements and Disclosures may be amended by Us from time to time in a manner as prescribed by law.

STOP PAYMENTS. You may ask Us orally to stop payment on a Check. If You call Us, We may also require You to put Your request in writing and provide it to Us within 14 days of Your call. Stop payment requests are also subject to the terms and conditions of the Order For Stop Payment form related to any such request. Your request must be given to Us in a timely manner so that We have a reasonable opportunity to act on Your request. A written stop payment request is effective for six months. If at the end of six months, You request Us to continue the stop payment order, that request will be treated as a new request. We are not liable if We pay a Check which You have requested Us to stop payment on as long as We act in good faith and exercise ordinary care.

In any event, any damages that We might otherwise be liable for shall not exceed the amount of the involved Check. If We do pay a Check for which You have requested stop payment and as a result any other item is returned unpaid by Us due to nonsufficient funds, We are not liable for any consequences resulting from such action. If Your Account is a joint Account, any Owner of the Account may request a stop payment. Any release of a stop payment order must be made by the person who made the request. If You ask Us to stop payment on a pre-authorized transfer, Your request will be processed under the provisions of Our Electronic Fund Transfer Agreement with You.

CHECKS AND OTHER ACCOUNT ACCESS DEVICES. Any Check or other Account access device which does not meet Our standards for acceptance may be rejected by Us, whether such standards are established by law, regulation or Our own policy.

POSTDATED, STALE OR OVERDRAFT CHECKS. You understand that postdating a Check will have no effect on whether or not it is honored prior to or after the date of any such Check. A stale Check is any Check received by Us that is dated 6 months or more prior to the date of receipt. We may pay or refuse to pay any postdated, stale or overdraft Check, or other item presented for payment on Your Account without any liability.

CHECK SAFEKEEPING. Check Safekeeping is automatic on Your Account and, unless You specifically request otherwise and agree to pay any associated fees, Your cancelled Checks will not be returned to You. You understand that cancelled Checks retained by Us are later destroyed after a reasonable period of time. If You subsequently request a copy of a Check and We are unable to supply it, then We shall not be liable for any damage You may sustain in excess of the face amount of the involved Check.

PERIODIC STATEMENTS. You will be provided with a periodic statement showing activity on Your Account. If You believe any statement reflects discrepancies, You must notify Us of such discrepancies within 60 days from the date We mailed the statement to You. If the discrepancy noted is the result of an electronic fund transfer, then the provisions of Our Electronic Fund Transfer Agreement with You will control resolution of the matter.

ACCOUNT CLOSURE. Any Account owner may close an Account by furnishing written notice to Us in a form that is acceptable to Us. Such notice must be received within a reasonable timeframe so as to afford Us the opportunity, in the ordinary course of business, to close the identified Account. If Your Account is owned by more than one Account Owner, You agree that the subject Account may be closed by any single Owner without the consent of the other Account Owners, and the Credit Union shall incur no liability whatsoever for adhering to this process. Furthermore, subject to Our By-laws and/or applicable Rules and Regulations We may close any Account We choose, and any Member with any credit Accounts or other indebtedness owed to the Credit Union will remain liable to Us for all such debts, until fully repaid in accordance with the terms and conditions of the underlying agreements that form the basis for said debt, notwithstanding the close of any or all share Accounts. The aforesaid notwithstanding, the Credit Union will deem Your Account closed, if during any 90 consecutive day period, Your Account balance is zero.

AMENDMENTS. This Agreement may be amended by Us at any time, in which case We will provide You with a notice of amendment as required by law or regulation.

NOTIFICATION OF ADDRESS CHANGE. You will notify Us promptly in writing with Your signature if You move or otherwise have a change of address. In the event We are unable to locate You, You agree to pay all fees associated with maintaining an invalid address in Our records and any costs and locator fees incurred in Our locating efforts.

WAIVERS. You agree and understand that Our failure or delay to exercise any right, remedy, power, or privilege available to Us pursuant to this Agreement shall not affect or disallow Our future exercise of that right, remedy, power or privilege.

PROHIBITED INTERNET GAMBLING TRANSACTIONS. All transactions in connection with the participation of another person in unlawful internet gambling are prohibited from being processed through Your Account. Such transactions include those involving the use of: (a) credit, or the proceeds of credit, extended to or on behalf of another person (including credit extended through the use of a credit card); or (b) electronic fund transfers, or funds transmitted by or through a money transmitting business, or the proceeds of an electronic fund transfer or money transmitting service, from or on behalf of another person; or (c) any check, draft, or similar instrument that is drawn by or on behalf of another person and is drawn on or payable at or through any financial institution.

ELECTRONIC COMMUNICATIONS. By applying for membership in the Credit Union, You authorize Us to send You, from time to time, and to the extent permitted by applicable law, electronic communications regarding the status of any share, share draft, and/or term Account(s) You maintain with Us. You also authorize Us to send You electronic communications regarding any other Accounts You may

ACCOUNT AGREEMENT (continued)

maintain with Us from time to time including, but not limited to, loan Accounts, credit line Accounts, and credit card Accounts. These electronic communications are sometimes referred to as "transactional or relationship messages."

You authorize Us to contact You using any wireless, cellular, mobile or other telephone number You have provided to Us on Your membership application, and at any wireless, cellular, mobile or other telephone number You may furnish to Us or We may obtain for You in the future. We may contact You using any electronic means We choose, which may include but is not limited to, voice messages, text messages and other similar electronic methods of communication. If You have furnished Us with any e-mail address(es), You understand and agree that We may send You e-mail messages regarding Your Account(s) with Us from time to time. If You have or subsequently enter into any separate consent to receive electronic documentation form, any communications covered by such disclosure and consent shall be subject to the terms and conditions set forth in that disclosure and consent.

You understand that the nature of electronic communications is such that anyone with access to Your wireless, cellular, mobile or other telephonic device or e-mail may be able to read or listen to such transactional or relationship messages from Us, and You agree that any person or party sending or leaving such messages shall have no liability for any consequences resulting from the interception of such messages by any other party. Without limitation, You also agree that You are responsible to pay all costs that You may incur as a result of any contact method We choose including, but not limited to, charges for telecommunications, wireless and/or internet charges.

GOVERNING LAW. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, except to the extent that federal law controls. You agree that any and all claims under this Agreement will be brought in the Court of Common Pleas of Chester County, Pennsylvania which will have exclusive jurisdiction.

ACCOUNT DISCLOSURES

THE FOLLOWING DISCLOSURES CONTAIN IMPORTANT INFORMATION AND THE TERMS AND CONDITIONS OF ANY ACCOUNT OR ACCOUNTS THAT YOU MAY HAVE WITH US. WHEREVER USED, "APY" MEANS ANNUAL PERCENTAGE YIELD.

SPECIFIC TERMS APPLICABLE TO YOUR BUSINESS STAR SAVINGS ACCOUNT

Tiered Variable Rate Information. This Account is subject to a Tiered Variable Rate. For the current dividend rate and corresponding APY, refer to the <https://www.citadelbanking.com/ratesheet>.

Minimum Balance Requirements. The minimum balance required to open this Account is \$5.00. You must maintain a minimum daily balance of \$5.00 in Your Account each day to obtain the disclosed annual percentage yield. You will earn dividends for every day during the period that Your Account balance equals or exceeds the minimum daily balance requirements. You must maintain an active Citadel Checking Account, or an active (within the preceding 90-day period) Citadel Mastercard®, or a combined business deposit account balance of \$1,500.00, or a combined business deposit account, loan and end-of-month investment balance of \$2,500.00, or an outstanding loan balance with Us, in order to avoid a fee.

Transaction Limitations. No transaction limitations apply to this Account.

SPECIFIC TERMS APPLICABLE TO YOUR ESSENTIAL BUSINESS CHECKING ACCOUNT

Dividend Information. No dividends are paid on this Account.

Minimum Balance Requirements. No minimum balance requirements apply to this Account.

Transaction Limitations. No transaction limitations apply to this Account.

SPECIFIC TERMS APPLICABLE TO YOUR CITADEL ELITE BUSINESS CHECKING ACCOUNT

Tiered Variable Rate Information. This Account is subject to a Tiered Variable Rate. For the current dividend rate and corresponding APY, refer to the <https://www.citadelbanking.com/ratesheet>.

Minimum Balance Requirements. You must maintain a minimum daily balance of \$5,000.00 in Your Account each day to obtain the disclosed annual percentage yield. You will earn dividends for every day during the period that Your Account balance equals or exceeds the minimum daily balance requirements. You must maintain an average daily balance of \$5,000.00 in Your Account during each dividend period, or maintain a business Account relationship of \$25,000.00 [combined total of the average daily balance for the dividend period for each of Your deposit Accounts plus month end investment account balances, or enroll in Citadel Merchant Services and receive at least one Merchant Services deposit during a calendar month], in order to avoid a fee.

Transaction Limitations. No transaction limitations apply to this Account.

SPECIFIC TERMS APPLICABLE TO YOUR BUSINESS SAVINGS ACCOUNT

Variable Rate Information. This Account is subject to a Variable Rate. For the current dividend rate and corresponding APY, refer to the <https://www.citadelbanking.com/ratesheet>.

Minimum Balance Requirements. No minimum balance requirements apply to this Account.

SPECIFIC TERMS APPLICABLE TO YOUR BUSINESS HIGH YIELD SAVINGS ACCOUNT

Tiered Variable Rate Information. This Account is subject to a Tiered Variable Rate. For the current dividend rate and corresponding APY, refer to the <https://www.citadelbanking.com/ratesheet>.

Minimum Balance Requirements. The minimum balance required to open this Account is \$10,000.00. You must maintain an average daily balance of \$10,000.00 in Your Account during each dividend period to obtain the disclosed annual percentage yield. You will earn dividends for every day during the period that Your Account balance equals or exceeds the minimum daily balance requirements. You must maintain an average daily balance of \$10,000.00 in Your Account during each dividend period or maintain an Elite Business Checking Account which is enrolled in Citadel Merchant Services and receives at least one Merchant Services deposit during a dividend period in order to avoid a fee.

SPECIFIC TERMS APPLICABLE TO YOUR BUSINESS MONEY MARKET ACCOUNT

Tiered Variable Rate Information. This Account is subject to a Tiered Variable Rate. For the current dividend rate and corresponding APY, refer to the <https://www.citadelbanking.com/ratesheet>.

Minimum Balance Requirements. You must maintain a minimum daily balance of \$2,500.00 in Your Account each day to obtain the disclosed annual percentage yield. You will earn dividends for every day during the period that Your Account balance equals or exceeds the minimum daily balance requirements. You must maintain an average daily balance of \$2,500.00 in Your Account during each dividend period or maintain an Elite Business Checking Account which is enrolled in Citadel Merchant Services and receives at least one Merchant Services deposit during a calendar month in order to avoid a fee.

SPECIFIC TERMS APPLICABLE TO YOUR BUSINESS CERTIFICATE ACCOUNT

Fixed Rate Information. This Account is subject to a Fixed Rate. For the current dividend rate and corresponding APY, refer to the <https://www.citadelbanking.com/ratesheet>.

Minimum Balance Requirements. The minimum balance required to open this Account is \$500.00. You must maintain a minimum daily balance equal to the minimum balance required to open Your Account to obtain the disclosed annual percentage yield. You will earn dividends for every day during the period that Your Account balance equals or exceeds the minimum daily balance requirements.

Transaction Limitations. Once Your Account is established, You may not make additional deposits prior to maturity.

Early Withdrawal Provisions. We will impose a penalty if You withdraw any of the funds before the maturity date. For terms to maturity equal to one year or less the penalty imposed will be equal to 90 days' dividends calculated on the amount withdrawn. For terms to maturity greater than one year and less than three years the penalty imposed will be equal to 180 days' dividends calculated on the amount withdrawn, and for terms to maturity equal to three years and greater the penalty imposed will equal 365 days' dividends calculated on the amount withdrawn. Penalties will be deducted first from accrued yet uncredited dividends, then from the principal balance in Your Account, until such time as the entire penalty amount is collected.

ACCOUNT DISCLOSURES (continued)

Maturity Date. Your Account will mature after the term indicated in the separate writing which We have included with and made a part of this Disclosure.

Renewal Policies. Your Account will automatically renew at maturity. You will have a grace period of 10 calendar days following maturity to make withdrawals from or deposits into Your Account.

To the extent required by applicable law, We will provide You with advance notice of the date the existing Account matures and the new maturity date if renewed, the dividend rate and corresponding APY for the new Account if they are known (or a statement indicating that those rates have not yet been determined, the date when they will be determined, and a telephone number You may call to obtain the dividend rate and corresponding APY that will be paid for the renewed Account); and any difference in the terms of the renewed Account as compared to that previously disclosed for the existing Account.

SPECIFIC TERMS APPLICABLE TO YOUR MUNICIPAL CHECKING ACCOUNT

Dividend Information. No dividends are paid on this Account.

Minimum Balance Requirements. No minimum balance requirements apply to this Account.

Transaction Limitations. No transaction limitations apply to this Account.

SPECIFIC TERMS APPLICABLE TO YOUR MUNICIPAL MONEY MARKET ACCOUNT

Tiered Variable Rate Information. This Account is subject to a Tiered Variable Rate. For the current dividend rate and corresponding APY, refer to the separate writing which We have included with and made a part of this Disclosure.

Minimum Balance Requirements. You must maintain a minimum daily balance of \$10,000.00 in Your Account each day to obtain the disclosed annual percentage yield. You will earn dividends for every day during the period that Your Account balance equals or exceeds the minimum daily balance requirements. You must maintain an average daily balance of \$10,000.00 in Your Account during each dividend period in order to avoid a fee.

Transaction Limitations. During any calendar month, You may not make more than six withdrawals from or transfers to another Credit Union Account of Yours or to a third party by means of a pre-authorized or automatic transfer or telephonic order or instruction, or by check, draft, debit card, if applicable, or similar order to a third party.

SPECIFIC TERMS APPLICABLE TO YOUR MUNICIPAL CERTIFICATE ACCOUNT

Fixed Rate Information. This Account is subject to a Fixed Rate. For the dividend rate and corresponding APY, refer to the separate writing which We have included with and made a part of this Disclosure.

Minimum Balance Requirements. The minimum balance required to open this Account is \$10,000.00. You must maintain a minimum daily balance equal to the minimum balance required to open Your Account to obtain the disclosed annual percentage yield. You will earn dividends for every day during the period that Your Account balance equals or exceeds the minimum daily balance requirements.

Transaction Limitations. Once Your Account is established, You may not make additional deposits prior to maturity.

Early Withdrawal Provisions. We will impose a penalty if You withdraw any of the funds before the maturity date. For terms to maturity equal to one year or less the penalty imposed will be equal to 90 days' dividends calculated on the amount withdrawn. For terms to maturity greater than one year and less than three years the penalty imposed will be equal to 180 days' dividends calculated on the amount withdrawn, and for terms to maturity equal to three years and greater the penalty imposed will equal 365 days' dividends calculated on the amount withdrawn. Penalties will be deducted first from accrued yet uncredited dividends, then from the principal balance in Your Account, until such time as the entire penalty amount is collected.

Maturity Date. Your Account will mature after the term indicated in the separate writing which We have included with and made a part of this Disclosure.

Renewal Policies. Your Account will automatically renew at maturity. You will have a grace period of 10 calendar days following maturity to make withdrawals from or deposits into Your Account.

To the extent required by applicable law, We will provide You with advance notice of the date the existing Account matures and the new maturity date if renewed, the dividend rate and corresponding APY for the new Account if they are known (or a statement indicating that those rates have not yet been determined, the date when they will be determined, and a telephone number You may call to obtain the dividend rate and corresponding APY that will be paid for the renewed Account); and any difference in the terms of the renewed Account as compared to that previously disclosed for the existing Account.

GENERAL TERMS APPLICABLE TO ALL ACCOUNTS

Minimum Balance Requirements. To be a member and maintain Accounts with Us You must purchase one share in the Credit Union. The par value of a share in this Credit Union is \$5.00. If the balance in Your Share Savings Account drops below the par value of one share (\$5.00) for a period of 90 days, We may, at Our option, close Your Account.

Nonsufficient Funds Returns. Any Check or pre-authorized transfer, or transaction made through the use of Your ATM or Debit Card, or other electronic means, as is applicable (including any in-person transaction), that is presented to Us for payment on Your Account when Your Account lacks sufficient collected funds to pay any such item may, at Our option, be returned for nonsufficient funds or We may honor any such item and charge You a fee for doing so.

Overdraft Balance Calculation. When processing transactions that debit or credit Your Account, We start each Business Day with Your final Account balance from the preceding Business Day. The final balance takes into Account all of the debit and credit transactions that were settled that Business Day pursuant to Our Funds Availability Policy, as well as any other debits or credits to Your Account that were finally settled that day, as described above in the "Deposit of Items" and "Collection and Processing of Items" sections of the Account Agreement. This starting balance at the beginning of a Business Day (the preceding Business Day's final balance) is sometimes referred to as Your "actual balance."

As credits and debits to Your Account are received by Us, We add them to and subtract them from Your actual balance. Examples of credits include, but are not limited to, electronic direct deposits, check deposits that have been fully and finally collected, ACH credits that have settled that day, and cash deposits made to one of Our tellers. Examples of debits include, but are not limited to, checks drawn on Your Account that are presented to Us for payment, electronic fund transfer (EFT) debit transactions (such as preauthorized payments and settled EFT debits), memo-posted EFT debits (EFT debits that We have authorized but which have not been settled), and Credit Union fees and charges. The result of this calculation at any given point in time is called Your "available balance."

For the purpose of determining whether an overdraft has occurred, We use Your available balance. First, We add all of the settled credit transactions to the beginning actual balance. Then, We subtract all of the debit transactions that settled that day. We also subtract all of the pending debit transactions. This determines the available balance for overdraft purposes. Each debit transaction that We process when Your Account has a negative available balance is an overdraft, subject to an overdraft charge.

Subject to applicable law, You are responsible for paying any overdraft fees and charges assessed in connection with Our payment of an overdraft, as well as any NSF fees charged to Your Account when We dishonor and return an item for non-sufficient funds. It is Your responsibility to know Your Account balance, and if You have any questions You should contact a Credit Union representative.

Variable Rate Information. For all dividend-bearing Accounts (except Certificate Accounts), the dividend rate and APY may change every dividend period based on the determination of the Credit Union Board of Directors.

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

Withdrawal of Dividends Prior to Maturity. For Certificate Accounts, the Annual Percentage Yield assumes that Dividends remain on deposit until maturity. A withdrawal will reduce earnings.

Additional Transaction Limitations. For all Accounts (except checking Accounts), the Credit Union reserves the right to require a member intending to make a withdrawal to give written notice of such intent not less than seven days and up to 60 days before any such withdrawal.

Compounding and Crediting. For all dividend-bearing Accounts, the dividend period is monthly and dividends will be compounded and credited monthly. For all

ACCOUNT DISCLOSURES (continued)

Accounts, You will receive any accrued dividends if You close Your Account prior to the crediting of those dividends.

Balance Computation Method. For dividend-bearing Accounts, dividends are calculated by the daily balance method which applies a daily periodic rate to the principal in Your Account each day.

Accrual on Non-cash Deposits. For dividend-bearing Accounts, dividends will begin to accrue on the business day that You place non-cash items (e.g. checks) into Your Account.

Fees and Charges. Any Fees and Charges applicable to Your Account are disclosed to You in an accompanying pricing document.

ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE

THIS IS YOUR ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE. IT INCLUDES NECESSARY FEDERAL STATEMENTS AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF YOUR AUTOMATED TELLER MACHINE (ATM) CARD, DEBIT CARD, OUR AUDIO RESPONSE SYSTEM (BANK-BY-PHONE), OUR INTERNET ACCOUNT ACCESS SYSTEM (ONLINE/MOBILE BANKING), EACH WITH THEIR CORRESPONDING PERSONAL IDENTIFICATION NUMBER (PIN) OR PASSWORD AND ANY CHECKS YOU AUTHORIZE TO BE PROCESSED ELECTRONICALLY ("E-CHECK"). PLEASE BE CERTAIN TO READ THIS AGREEMENT AND DISCLOSURE CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.

AUTOMATED TELLER MACHINE (ATM) CARD, DEBIT CARD, BANK-BY-PHONE, ONLINE/MOBILE BANKING AND E-CHECK AGREEMENT. This Agreement applies to any electronic fund transfer made to or from Your Account(s) by You or by any user who has access to Your Account with actual, apparent or implied authority for use of Your Account. Electronic fund transfers to and from Your Account can be made through the use of, but may not be limited to, the following: (a) Your ATM Card at any authorized Automated Teller Machine (ATM) in conjunction with Your PIN; (b) Your Debit Card in Automated Teller Machines (ATMs) or at any place that it is honored including those transactions made through the use of the appropriate PIN in conjunction with Your Debit Card; (c) Our Bank-By-Phone Audio Response system; (d) Our Online/Mobile Banking Internet Account Access system; and (e) any check which You authorize the payee to process electronically.

An electronic fund transfer is any transfer of funds which is performed through the use of Your ATM Card, Debit Card, E-Check, Bank-By-Phone, Our Online/Mobile Banking system or other electronic device. You understand that Your Card and any Personal Identification Numbers (PINs) are issued by Us and are not transferable. The use of Your Card, PIN and/or any other Account access device is subject to the following terms. You agree: (a) to abide by Our rules and regulations as amended related to the use of Your Card, PIN and/or other Account access device; (b) that We may follow all instructions given to machines; and (c) that You may make ATM withdrawals from Your Share Savings Account and/or Your Checking Account that You may have with Us up to a maximum daily amount (Share Savings and Checking combined) of \$600.00, provided You have enough money in Your Accounts. You may also make Point of Sale ("POS") withdrawals from Your Checking Account up to a maximum daily amount of \$500.00 through the use of Your Debit Card, provided You have available funds in Your Account(s). Additionally, You may make debit transactions with Your Debit Card up to a maximum daily amount of \$3,000.00 provided You have available funds in Your Account and provided such transactions are processed through the MasterCard processing system.

Each withdrawal by You or by any authorized user of Your Card or PIN may be charged to Your Share Savings or Checking Account, as appropriate, and will be treated as though it were a share withdrawal except that: (1) We may charge withdrawals to Your Share Savings Account in any order We determine; (2) We cannot honor stop payment requests on ATM, Debit Card, and POS withdrawals. You may use other Electronic Fund Transfer services which may include: (a) pre-authorized deposits of Your net paycheck, (b) automatic payroll deductions; (c) pre-authorized deposits of pension checks and other recurring payments or deposits; (d) pre-authorized transfers; and (e) overdraft transfers.

We may, but are under no obligation to do so, process an Electronic Fund Transfer that exceeds the balance in Your Share Savings and/or Checking Account. In the event that any such transfer occurs, You agree to immediately pay Us the overdrawn amount and to the extent permitted by law, any associated fees and charges.

JOINT ACCOUNTS. If this is a joint Account, You agree to be jointly and severally liable, under the terms of this Agreement. You understand that any Account access device that is requested and approved will be mailed only to the primary Account holder at the address that We have for You on file. We may refuse to follow any instructions which run counter to this provision.

DELAYED FUNDS AVAILABILITY NOTICE. Subject to Our Delayed Funds Availability Policy, deposits made at Citadel Federal Credit Union locations may not be posted to Your Account until they are received and verified by Us. All deposited items are removed from machines each business day. We are not responsible for delays in deposit posting due to improper identification on the deposit envelope. See Our Funds Availability Policy Disclosure for Our policy regarding the availability of Your deposits.

ISSUANCE OF PERSONAL IDENTIFICATION NUMBERS AND PASSWORDS. You will be issued separate Personal Identification Numbers (PINs) to be used

in conjunction with ATM Card, Online/Mobile Banking and Debit Card transactions. Your use of Your PIN or Password is Your authorization to Us to withdraw funds from Your Share Savings Account or Your Checking Account to cover such transactions.

TYPES AND LIMITATIONS OF SERVICES

ATM CARD TRANSACTIONS. You may use Your ATM Card in conjunction with Your PIN in ATM machines or such other facilities as We may designate. At the present time, You may make the following types of transactions: (a) withdraw cash from Your Share Savings and Your Checking Accounts; (b) transfer funds between Your Share Savings and Your Checking Accounts; and (c) learn the balances in Your Share Savings and Your Checking Accounts that You have with Us.

You may also use Your Card to purchase goods and services at any business establishment where the Card is accepted. If You do use Your Card for such transactions, You authorize Us to withdraw funds from Your Accounts to cover those and any other transactions that You make provided You have available funds or available credit.

DEBIT CARD TRANSACTIONS. You may use Your Debit Card in conjunction with Your PIN in ATMs and/or such other machines or facilities as We may designate to withdraw cash from Your deposit Accounts.

You may also use Your Debit Card to purchase goods and services at any business establishment where the Card is accepted. If You do use Your Card for such transactions, You authorize Us to withdraw funds from Your Accounts to cover those and any other transactions that You make provided You have available funds or available credit.

BANK-BY-PHONE TRANSACTIONS. At the present time, You may use Our Bank-By-Phone system in conjunction with a touchtone telephone and Your Password to make the following types of transactions on designated accounts: (a) telephone transfers of funds between Your deposit Accounts (provided You have signed up for cross-account access with Us) and/or specific loan Accounts; (b) payments on Your loan Accounts; (c) inquiries on Account balances and loan data; (d) withdrawals from deposit Accounts; (e) transactions or inquiries on shares/deposits; (f) miscellaneous inquiries on Credit Union services that affect Your Account; and (g) request a stop payment on a specific check that has not yet cleared. Bank-By-Phone operates 24 hours every day. If You attempt to use the system and are told that "the system is not available," please call back later when service is restored.

ONLINE/MOBILE BANKING TRANSACTIONS. At the present time, You may use Our Online/Mobile Banking system via a personal computer and/or internet enabled mobile computing device (e.g. smartphone or tablet) for the following services: (a) Make inquiries about Your Savings, Checking, Line of Credit, Loan Accounts or Certificates with the Credit Union; (b) Make transfers of funds to and from Your Savings, Checking and line of Credit Accounts; (c) Make transfers of funds to financial institutions other than the Credit Union; (d) Make Teller Check withdrawals from Your Savings or Checking Accounts; (e) Access Our Bill Payer Service; (f) Make loan payments; (g) Request a stop payment; and (h) Notify Us of an address change.

You may use Our Bill Payer system via a personal computer and/or internet enabled mobile computing device (e.g. smartphone or tablet) in conjunction with the Online/Mobile Banking system to issue payments to third parties on Your behalf. You authorize Us to post any such payments requested by You to Your Account(s). Payments requested by You through the use of the Online Bill Payer system will be made by check or by electronic funds transfer and may take as long as 6 business days to be sent to each payee. The Credit Union cannot guarantee the time any payment will reach any of Your creditors and accepts no liability for any service fees or late charges against You.

ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE (continued)

E-CHECK TRANSACTIONS. You may authorize a merchant or other payee to make a one-time electronic payment from Your checking Account using information from Your check ("E-Check") to: (a) pay for purchases; or (b) pay bills.

OWNERSHIP OF ACCESS DEVICES. Your Card and/or any other Account access device will remain Our property and any such Card or other Account access device We may issue may be cancelled or its use restricted by Us at any time without notice, except as may be required by applicable law. You agree to surrender any such Card and/or access device and to discontinue its use immediately upon Our request. You will be required to return any Account access device(s) to Us immediately upon the closing of Your Account.

NOTIFICATION OF PRE-AUTHORIZED DEPOSITS. If You have arranged to have direct deposits made to Your Account at least once every 60 days (from Your employer, the Federal Government or other payor), You can call Us at (610) 380-6000 or (800) 666-0191 or You can write to Us 520 Eagleview Blvd., Exton, PA 19341, to find out whether or not the deposit has been made.

RIGHT TO STOP PRE-AUTHORIZED PAYMENTS. If You want to stop any pre-authorized payments, call Us at (610) 380-6000 or (800) 666-0191 or write Us at 520 Eagleview Blvd., Exton, PA 19341, in time for Us to receive Your stop payment 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 You call.

To ensure that recurring preauthorized charges established and authorized by You are not interrupted in the event that Your Card or other Access Device is reissued, We may, but are under no obligation to do so, enroll Your Account in automatic Account information update services that communicate new Card/Access Device information to the service providers with whom You have established preauthorized recurring charges, the purpose of which is to ensure charges You authorize continue without interruption.

OUR LIABILITY FOR FAILURE TO STOP PAYMENT. If You order Us to place a stop payment on one of Your pre-authorized payments, and We do not do so, We will not be liable for any losses or damages, to the extent provided by law.

TRANSACTION SLIPS. You can get a receipt at the time You make any transaction to or from Your Account (except for Bank-By-Phone, Online/Mobile Banking and mail-in transactions, and certain small-value transactions). When an electronic transfer has been made during any given month, You will receive a monthly statement to reflect all electronic fund transfers to or from Your Account during that statement period. In any case, You will receive a statement at least quarterly.

FEES. We may assess reasonable charges against Your Account for transactions performed at electronic terminals. If so, We will specify any charges for these or other types of electronic transactions, including automatic transfers in an accompanying pricing document. We will explain the charges to You when You open Your Account. You will be provided with a fee schedule, Bank-By-Phone and Online/Mobile Banking information after Your Account is established. Additional fee schedules are available at any of Our office locations. You may also be charged fees imposed by ATM operators for using ATMs that We do not own and/or operate. When You use an ATM not owned by Us, You may be charged a fee by the ATM operator, or any network used, and You may be charged a fee for a balance inquiry even if You do not complete a fund transfer.

LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS. If We do not properly complete a transaction to or from Your Account according to this Agreement, We may be liable for Your losses or damages. However, We will not be liable if: (a) Your Account does not contain enough money to make the transaction through no fault of Ours; (b) the ATM where You are making the transfer does not have enough cash; (c) the terminal was not working properly and You knew about the breakdown when You started the transaction; (d) circumstances beyond Our control prevent the transaction; (e) Your Card is retrieved or retained by an ATM; (f) Your Card or PIN has been reported lost or stolen and We have blocked the Account; (g) the money in Your Account is subject to legal process or other claim; (h) there are other lawful exceptions established by Us and You are given proper advance notice of them; (i) You exceed any limits on Your Account; and (j) the debt Card network does not allow the transaction to proceed due to anti-fraud or similar consumer protections employed by that network.

LIABILITY FOR UNAUTHORIZED USE. Telephone Us at once at (610) 380-6000 or (800) 666-0191 or write Us at 520 Eagleview Blvd., Exton, PA 19341, if You believe Your Card, PIN or Password have been lost or stolen, or if You believe that an electronic fund transfer has been made without Your permission using information from Your check. Telephoning is the best way of keeping Your possible losses down. You could lose all of the money in Your Account (plus Your maximum overdraft line of credit, if applicable).

IN CASE OF ERRORS OR IF YOU HAVE QUESTIONS ABOUT ELECTRONIC TRANSFERS. Telephone Us at (610) 380-6000 or (800) 666-0191 or write Us at 520 Eagleview Blvd., Exton, PA 19341, as soon as You can, if You think Your statement or receipt is wrong or if You need more information about a transaction listed on the statement or receipt. We must hear from You no later than 60 days after We send You the first statement on which the problem or error appeared.

- (1) Tell Us Your name and Account number.
- (2) Describe the error or the transfer You are unsure about, and explain as clearly as You can why You believe it is an error or why You need more information.
- (3) Tell Us the dollar amount of the suspected error.

If You tell Us orally, We may require that You send Us Your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days 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 complaint or question. If We decide to do this, We will credit Your 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 put Your complaint or question in writing and We do not receive it within 10 business days, We may not credit Your Account. We will tell You the results within three business days after completing Our investigation. If We decide that there was no error, We will send You a written explanation. You may ask for copies of the documents that We used in Our investigation. If We have credited Your Account with funds while investigating an error, We will charge Your Account for those funds if We conclude no error has occurred. In this provision, all references to 10 business days will be 20 business days if Your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to Your Account was made and all references to 45 business days will be 90 business days if Your notice of error involves an electronic fund transfer that: (a) was not initiated within a state; (b) resulted from a point-of-sale debit card transaction; or (c) if Your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to Your Account was made.

UNAUTHORIZED TRANSFERS. To report a lost or stolen Card, PIN, Password or any combination thereof, You will call Us at (610) 380-6000 or (800) 666-0191. You may also write to Us at 520 Eagleview Blvd., Exton, PA 19341 to report the loss of a Card, PIN, Password, or any combination thereof; or report such loss electronically using Online/Mobile Banking. You should also call the number or write to the address listed above if You believe a transfer has been made using the information from Your check without Your permission.

FOREIGN TRANSACTIONS. For transactions initiated in foreign currencies, the exchange rate between the transaction currency and the billing currency (U.S. dollars) will be: (a) a rate selected by MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate MasterCard itself receives; or (b) the government-mandated rate in effect for the applicable central processing date. In each instance You will be charged 9/10ths of 1.00% calculated on the final settlement amount for transactions that are initiated in foreign countries, and if Your transaction is also initiated in a foreign currency You will be charged an additional 2/10ths of 1.00% calculated on the final converted settlement amount.

DISCLOSURE OF ACCOUNT INFORMATION. We may disclose information to third parties about Your Account or transfers You make: (1) when it is necessary to complete an electronic transaction, or (2) in order to verify the existence and conditions of Your Account for a third party such as a credit bureau or merchant, or (3) in order to comply with a government agency or court order, or any legal process, or (4) if You give Us written permission.

TERMINATION. We may terminate Your right to use Your Card, PIN or Password or cancel this Agreement at any time upon written notice. For example, We may exercise Our right to terminate due to inactivity. You may request termination of these services in writing or in person at one of Our branches.

CHANGE IN TERMS. We may change the terms and charges for the services shown in this Agreement and may amend this Agreement from time to time.

BUSINESS DAYS. Every day is a business day except Saturdays, Sundays and holidays.

GOVERNING LAW. This Agreement is controlled and governed by the laws of the Commonwealth of Pennsylvania except to the extent that such laws are inconsistent with controlling federal law. You agree that the court with exclusive jurisdiction shall be the Court of Common Pleas located in Chester County, Pennsylvania.

FUNDS AVAILABILITY POLICY DISCLOSURE

THIS DISCLOSURE DESCRIBES YOUR ABILITY TO WITHDRAW DEPOSITS OF CASH AND CHECKS DRAWN ON, OR PAYABLE THROUGH OR AT, A BANKING OFFICE LOCATED IN THE UNITED STATES, FROM TRANSACTION ACCOUNTS AT CITADEL FEDERAL CREDIT UNION. YOU SHOULD ALSO REFER TO THE SECTION OF THESE DISCLOSURES THAT DESCRIBE THE DETAILS OF YOUR SPECIFIC ACCOUNT TYPE AND/OR ANY MEMBERSHIP APPLICATION(S) WE REQUIRE FOR ADDITIONAL INFORMATION.

Your Ability To Withdraw Funds. Our policy is to delay the availability of funds from Your cash and check deposits. During the delay, You may not withdraw the funds in cash and We will not use the funds to pay checks that You have written.

Determining The Availability of a Deposit. The length of the delay is counted in business days. Every day is a business except Saturdays, Sundays and federal holidays. If You make a deposit on a business day that We are open, We will consider that day to be the day of Your deposit. However, if You make a deposit after closing or on a day that We are not open, We will consider the deposit made on the next business day We are open.

The length of delay varies depending on the type of deposit and is explained below.

Same-Day Availability

Funds from the following deposits will be available on the day We receive the deposit.

- Electronic direct deposits.
- Cash

Next-Day Availability

Funds from the following deposits are available on the 1st business day after the day of Your deposit:

- U.S. Treasury checks that are payable to You.
- Wire transfers.
- Checks drawn on Us.

If You make the deposit in person to one of Our employees, funds from the following deposits are also available on the 1st business day after the day of Your deposit:

- State and local government checks that are payable to You.
- Cashier's, certified, and teller's checks that are payable to You.
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to You.

If You do not make Your deposit in person to one of Our employees (for example, if You mail the deposit), funds from these deposits will be available on the 2nd business day after the day We receive Your deposit.

Other Check Deposits

The first \$225.00 of other check deposits will be available on the 1st business day after the day of Your deposit. The remaining funds will be available on the 2nd business day after the day of Your deposit. For example, if You deposit a check of \$700.00 on a Monday, \$225.00 of the deposit is available on Tuesday. The remaining \$475.00 is available on Wednesday.

Longer Delays May Apply. We may delay Your ability to withdraw funds deposited by check into Your Account an additional number of days for the following reasons:

- We believe a check You deposit will not be paid.
- You deposit checks totaling more than \$5,525.00 on any one day.
- You deposit 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 7th business day after the day of Your deposit. In any case, We reserve the right to refuse an item for deposit or encashment.

Location of Check Endorsements. Federal law requires all check endorsements to be in the first 1-1/2 inches of the trailing edge of the back of the check. The trailing edge is opposite the left side of the face of the check, the side of the check just behind Our address. You will be responsible for any costs incurred by Us due to delays in returning checks deposited into Your Account that do not comply with the endorsement standards.

Special Rules for New Accounts. If You are a new member, the following special rules will apply during the first 30 calendar 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 \$5,525.00 of a day's total deposits of cashier's, certified, tellers, and federal, state, and local government checks will be available on the 1st 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 \$5,525.00 will not be available until the 9th business day after the day of Your deposit. Funds from all other check deposits will be available on the 10th business day after the day of Your deposit. Further delays may apply.

ATM Deposits. For deposits made at ATMs owned and operated by the Credit Union (and capable of accepting deposits), deposits will become available for withdrawal on the 2nd business day following the day of deposit. For deposits made at ATMs not owned and operated by the Credit Union, deposits will become available for withdrawal on the 5th business day following the day of deposit. All ATMs that We own or operate and that are capable of accepting deposits are identified as such.

Dividend Payment Policy. See the Account Disclosures section in these Agreements and Disclosures for Our policy on the payment of dividends.

WIRE TRANSFER AGREEMENT

THESE ARE THE TERMS AND CONDITIONS WHENEVER YOU REQUEST A TRANSFER OF FUNDS FROM OR TO YOUR SAVINGS OR CHECKING ACCOUNTS ("ACCOUNT") WITH US BASED UPON YOUR ORAL OR WRITTEN REQUEST. WE WILL PROVIDE WIRE TRANSFER SERVICES AS A MEANS TO INITIATE DOMESTIC AND INTERNATIONAL TRANSFERS FOR YOU, SUBJECT TO THE TERMS OF THIS AGREEMENT, WHICH YOU AGREED TO BY SIGNING YOUR MEMBERSHIP APPLICATION WITH US AT THE TIME THAT YOUR ACCOUNT WAS ESTABLISHED.

This Wire Transfer Agreement applies to wire transfers that are not "Remittance Transfers" as defined in the Electronic Fund Transfer Act (15 U.S.C. 1693o-1) and Regulation E, Subpart B (12 CFR 1005.30 *et seq.*).

We are authorized to charge Your Account for the payment of wire transfer requests. If more than one Account(s) is designated, We may charge any of the designated Accounts unless You give Us specific written directions otherwise. Your transfer requests may involve the transfer of funds from any of Your designated Accounts with Us to another Account You have with Us, to any other financial institution, or to a third party or Account of a third party maintained with Us or any other financial institution. Except as required by applicable law, there are no restrictions or limitations on the amounts which may be ordered or requested, or on the location or address of the beneficiary of a transfer unless You give Us written instructions to the contrary.

The party(ies) named in Your Membership Application are the Authorized Persons who may issue payment orders to Us for the initiation of wire transfers or to receive telephone calls from Us, in accordance with this Agreement, for the purpose of confirming payment orders for the initiation of wire transfers which have been transmitted to Us under this Agreement for any Account designated in Your Membership Application. For confirmation purposes, We may call any party designated in Your Membership Application. If more than one Authorized Person is named, any one of them may issue payment orders on any designated Account.

Wire transfer requests must be given to Us in compliance with Our cut-off hours as established from time to time by Us. We are not responsible for the accuracy of a routing number which You supply verbally and which is contained in Your wire transfer request. Wire transfer requests received by Us after Our cut-off hours may be treated as if received on the following business day.

We have no obligation to accept or execute any wire transfer request. We will provide You telephonic notice of rejection. If We are unable to reach You by telephone, We may at Our option give You notice of rejection in writing.

If We accept a wire transfer request consistent with this Agreement, You agree that any such transfer requests which We receive are effective as Your transfer request, whether or not authorized.

You will have no right to cancel or amend a payment order to initiate a wire transfer after We receive it. We will make a reasonable effort to act on a cancellation or amendment of a payment order made by You prior to the time that We execute such payment order, but We have no liability if Your cancellation or amendment is ineffective.

You agree to re-execute this Agreement or to execute a new agreement if changes are necessary. Your Membership Application designates any Account which may be charged in relation to wire transfer requests. All parties which You have authorized to issue wire transfer requests or to receive telephonic confirmations from Us are

WIRE TRANSFER AGREEMENT (continued)

identified in Your Membership Application. All modifications or additions to Your Membership Application must be in writing.

You agree to pay Us the amount of any transfer request which We transmit pursuant to this Agreement when We execute a payment order to carry out Your wire transfer request. You will not make any wire transfer request which would cause You to exceed the available balance in the Account designated to pay the transfer request. If a payment order is executed which creates an overdraft, with or without Our prior consent, You agree to pay Us the overdraft amount and any overdraft fee immediately upon Our demand. We have the right to set-off the amount of any overdraft against the balance in any of Your Accounts with Us and We may exercise any rights We have under any agreements which grant Us security for the payment of Your liabilities or obligations to Us.

You understand and agree that the payment of a wire transfer request may be made by Us or any other financial institution used to carry out the transfer request on the basis of an identifying or Account number which You have provided for a beneficiary, even if the number identifies a person different from Your intended beneficiary. You also understand and agree that We or any other financial institution used to carry out a transfer request, may rely on the identifying number of the intermediary or beneficiary's financial institution which You have provided as the proper identification of the intermediary or beneficiary's financial institution, even if the number identifies a financial institution different from the one You intended to identify. We or any other financial institution are not responsible for determining whether any identifying or Account numbers You have provided to initiate a wire transfer are accurate. You will be liable to Us for the amount of any transfer request even if payment of the transfer request is made to a person different from the named beneficiary based upon the beneficiary's identifying or Account number provided by You or payment of the transfer request is made to a financial institution different from the one identified by name based on the identifying number which You have provided to Us.

You agree to examine any statement or confirmation which We send You and to notify Us within 30 days after the mailing date on any statement or confirmation, of any discrepancy or error. If You fail to notify Us of any discrepancy or error within the required time period, You agree that We are not liable to pay interest or reimburse You for any discrepancy or error in relation to a transfer request described in such statement or confirmation.

You and the Credit Union agree that the following specified security procedures represent a commercially reasonable method of providing security against unauthorized payment orders: (a) Only individuals named in Your Membership Application shall issue wire transfer requests to Us; and (b) We reserve the right to telephonically contact any individual named in Your Membership Application for the purpose of confirming a transfer request, regardless of amount, although We have no obligation to do so. If We cannot obtain a confirmation satisfactory to Us, then We reserve the right to refuse to honor any wire transfer request.

We have no responsibility to verify the identity of any party identifying themselves as an individual authorized to receive a telephonic confirmation of any wire transfer request, other than to verify that the name given by such party corresponds to a party named in Your Membership Application. If, for any reason, We are not satisfied that a wire transfer request was issued by an authorized party or confirmed by an

authorized party, We may refuse to execute the transfer request. If We do so, We shall not incur any liability of any nature. You agree to prevent disclosure, other than on a need-to-know basis, of any of the aspects of the security procedures which You have agreed to with Us. You will notify Us immediately if You believe the confidentiality of the security procedures has been compromised and You shall act to prevent the security procedures from being further compromised.

We have no liability of any nature for delays or mistakes, provided We act in good faith and with reasonable care. We are not responsible for delays or mistakes caused by other parties through whom We transmit funds whether such other parties were selected by You or Us. We are not required to make a wire transfer on the day a wire transfer request is received, unless the wire transfer request is received within a reasonable time before any cut-off hour We have established. We will generally use the funds transfer system, but We may use any means and routes that We, in Our sole discretion, consider suitable for the transmission of funds.

You agree that We have no liability and are not responsible for any delay or failure to transfer any amount specified in any wire transfer request because of rules, regulations, or policies of the Federal Reserve Board which limits, in the aggregate, the amount We can transfer from time to time during any business day, provided, however, that We will promptly notify You of any such failure or delay and will effectuate the transfer as soon as is reasonably possible.

We shall have no liability whatsoever for any special, consequential, punitive, or indirect loss or damage suffered by You in connection with services offered by Us which are subject to this Agreement, regardless of whether We know or should have known such damages might be incurred. We have no responsibility for any attorneys' fees that You might incur.

We may terminate this Agreement at any time by giving written or oral notice to You. Unless We terminate this Agreement, the Agreement shall remain in effect until We receive written notice of termination from You and have been afforded a reasonable opportunity to act on Your termination notice. You may not assign this Agreement to any other party.

This Agreement is governed by the provisions of Regulation J, 12 CFR Part 210, Subpart B, including the Appendices, to the extent that any wire transfer request is carried out. Terms which are not defined in this Agreement shall have the same meaning as defined in the Uniform Commercial Code Article 4A. This Agreement is also subject to all applicable Operating Circulars of the Federal Reserve Bank in the district in which We are located and any other applicable provisions of federal or state law. To the extent that Regulation J does not apply to this Agreement, this Agreement shall be governed by the laws of the state in which We are chartered.

We may amend this Agreement, from time to time, by sending You a copy of any amendment at least 30 days prior to its effective date. This Agreement may also be amended by a writing signed by You and Us. No representation or statement not expressly contained in this Agreement or in any amendment shall be binding upon You or Us.

If any provision of this Agreement is prohibited by applicable law, such prohibition shall apply only to that provision and all other provisions of the Agreement shall remain in full force and effect.