

MEMBERSHIP AND ACCOUNT AGREEMENT

INTRODUCTION

This Membership and Account Agreement, combined with any Disclosures and Rate and Fee Schedules that we provide you now or in the future, are considered to be one whole agreement and are referred to as **"this Agreement."** This Agreement explains the rules that govern your Account and Account services with us. Your relationship with the Credit Union is also governed by state and federal laws, which may change in the future. Those laws are too large and complex to be reproduced here. The purposes of this Agreement are to: (a) summarize the rules that will apply to common transactions between you and the Credit Union; (b) establish rules to govern transactions that are not regulated by state or federal law; (c) establish variations that will apply to certain rules, events or transactions as permitted by Applicable Law; and (d) provide you with certain Disclosures and information regarding our Policies as required by law. Please read this Agreement carefully and retain it for your records and future reference.

MEMBERSHIP, ACCOUNT AND ACCOUNT SERVICES AGREEMENT -- GENERAL TERMS AND CONDITIONS

Terms, Conditions and Limitations of Your Relationship with the Credit Union: Your relationship with the Credit Union is governed by (a) this Agreement; (b) Applicable Law; (c) the Credit Union's Bylaws, Policies and Procedures; and (d) the terms and conditions contained in any other separate agreements and disclosures we may provide to you in the future. This Agreement governs all Accounts and services you have with, or receive from, the Credit Union, now or in the future. This Agreement is binding on each Account Owner, as well as that Account Owner's heirs, successors, assigns and any other person claiming any right or interest under or through any of those persons.

By signing a Signature Card or using any Account or Account services after you receive this Agreement (or receive notice that this Agreement is available or notice of any change in its terms), you, jointly and severally, agree that (a) you understand and will be bound by the terms and conditions contained in this Agreement, including future changes to this Agreement; (b) you will abide by Applicable Law, the Bylaws, the Policies, and any other separate agreements between you and the Credit Union, all of which may be changed in the future; (c) any change in this Agreement, Applicable Law, the Bylaws, the Policies, or other agreement will be immediately effective unless we notify you of another effective time or Applicable Law requires another effective time; and (d) Applicable Law will govern your entire relationship with the Credit Union despite any other general or specific terms or conditions contained in this Agreement, the Bylaws, the Policies, or any other separate agreements between you and the Credit Union.

General Definitions: In this Agreement, the plural form of a word also means the singular, and vice versa. The terms defined in this paragraph have the following meanings when used in this Agreement: **"you"** or **"your"** mean the person or entity in whose name the Account was opened and everyone who signs any Signature Card or is authorized to make any transaction involving the Account as provided in this Agreement or by Applicable Law, including any Account service. **"Credit Union," "we," "us," "our,"** or **"ourselves"** means the Credit Union providing this Agreement to you. **"Access Device"** means any card, electronic access device, or any codes, passwords or personal identification numbers ("PINs") that we issue to allow you to access or use any Account or other service. With regard to online or Internet transactions, Access Device also means any computer, smart-phone or other hardware used to make or process a transaction. **"Account"** means any one or more shares or other types of accounts offered by the Credit Union in which you have an ownership interest or as to which you are an Authorized User. **"Account Owner"** or **"Owner"** means each person that has an ownership interest in the Account as designated in the Credit Union's records. **"ACH"** means Automated Clearing House. **"Applicable Law"** means all federal, state and local laws, rules and regulations that apply to or govern any Account or any Account service or your relationship with the Credit Union. **"ATM"** means automated teller machine. **"Authorized Use"** means any access, withdrawal, or transaction made to or from an Account, or any use of an Account service by an Authorized User. **"Authorized User"** means any person who has actual, implied or apparent authority, or to

whom any of you or the Owner has at any time given any information, Access Device or documentation that enables such a person to access, withdraw, make transactions to or from an Account, or to use an Account service. This definition will be construed broadly and includes without limitation all users acting under a written document such as a power of attorney. **"Bylaws"** mean the Credit Union's Bylaws. **"Check"** means check (share draft), draft, electronic image, or other negotiable instrument, including substitute checks deposited to or debited from your Account including withdrawals. **"Checking Account"** or **"Checking"** means your share draft account. **"Disclosures"** means, collectively, the Electronic Funds Transfer Agreement Disclosure, Truth in Savings Disclosure, Deposit Availability Policy Disclosure, Privacy Policy Disclosure, and any additional disclosures that may be appended to this Agreement or incorporated by reference and delivered to you. **"Policies"** means the Credit Union's policies and procedures, now and in the future. **"Signature Card"** means application for membership and account signature card.

Compliance with Laws and Restricted Transactions: You agree (a) to comply with Applicable Law; (b) that you will not use any Account or Credit Union service, including (but not limited to) loans, to make or facilitate any illegal transaction as determined by or otherwise prohibited by Applicable Law; and (c) that any such use will constitute a breach of this Agreement. Certain Applicable Laws or third party service providers' rules may limit or prohibit certain transactions, such as (but not limited to) those coded as possible gambling transactions. We may decline to accept, process or pay any transaction that we believe to be illegal or unenforceable (regarding your obligation to pay us or otherwise) under Applicable Law, or that is otherwise limited or prohibited, including (but not limited to) any transaction involving or relating to any gambling activity. You understand and agree such limitations or prohibitions may not be within our control and that we will not have any liability, responsibility or culpability whatsoever for any such use by you or for declining to accept, process or pay any such transaction.

Account Opening Information: Federal law requires us to obtain, verify and record information that identifies each person who opens an Account, in order to help the government fight the funding of terrorism and money laundering activities. When you open an Account, we will ask for your name, street address, date of birth and other identifying information or documentation. We may also use a consumer reporting agency or other third-party service to help authenticate your identity.

Credit Reports, Membership-Account Eligibility and Other Credit Union Services: You authorize us to make inquiry to determine your employment history and to obtain information concerning any of your accounts with other institutions and your credit history, including consumer credit reports. We will use this information (a) to verify your eligibility for membership, any Account, service or loan product; (b) to establish, and to determine increases or decreases in, services or credit limits; and (c) as needed to comply with any Applicable Law. This authority applies to any Account, Account-related service, loans or other financial products you request or that we may offer or make available to you. Additionally, you authorize us to make such inquiries and investigations as we deem necessary in handling the collection of items outstanding on your Account. **NEGATIVE INFORMATION NOTICE:** We may also report information concerning your Account and credit to others, including credit bureaus. Late payments, missed payments or other defaults on your Account may be reflected in your credit report.

Bylaw Par Value Requirements: The par value of a membership share must be fully paid to become a member of, or maintain membership in the Credit Union, or to receive and maintain any Account or service from or with us, and must be paid into and retained in your primary savings account.

Nature of Dividends: Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period. Therefore, dividends are not guaranteed.

National Credit Union Share Insurance Fund: The shares and deposits in your Account are federally insured by the National Credit Union Share Insurance Fund.

MEMBERSHIP AND ACCOUNT AGREEMENT

Primary Member: The primary member (the "Primary Member") is the member whose name appears first in the Credit Union's records for the Account. The Primary Member is the Account Owner who qualifies for membership, and has voting privileges, in the Credit Union, subject to the Bylaws.

Individual Account: An individual Account is an Account that has only one Owner. If the Owner of an individual Account dies, subject to Applicable Law, the Owner's ownership interest in the Account passes to either (a) the Owner's estate; (b) the Owner's payable-on-death (POD) beneficiary; or (c) the Owner's trust beneficiary.

Multiple Party Accounts: A multiple party Account (which is known as a "joint account") is an Account that has two or more Owners. Any or all Owners of a multiple party Account can make deposits or withdrawals regardless of contributions. Each Owner guarantees the signature of all other Owners and appoints all other Owners as agents. We may accept orders, instructions and requests for future services from any Owner, which will be binding on all Owners. Any individual Owner of a multiple party Account may withdraw funds, stop payment on items or transactions (regardless of who ordered the payment), transfer or pledge to us all or any funds in the Account and block, terminate or discontinue any transaction or service without the consent of any other Owner. We have no obligation to notify any other Owner of any actions, orders or instructions taken or given by any Owner. Each Owner is jointly and severally liable for all returned items, overdrafts and other obligations owed to us as a result of any transaction on a multiple party Account, regardless of the drawer, user or Authorized User who orders or causes such transaction. **Rights of Survivorship:** Unless specifically designated otherwise, all Owners of a multiple party Account agree that it is their intention to create a joint tenancy with the right of survivorship (a form of ownership) in that Account. Each Owner of a multiple party Account agrees that if one or more of the Owners dies, his or her interest in the Account will pass to the remaining Owners.

Member Organization or Business Accounts: For Accounts held in the name of a member, organization, or association for business purposes, the Account Owner agrees to inform us of the Authorized Users who are authorized to transact business on behalf of the business or organization in a certified corporate resolution acceptable to us. The persons identified in the resolution will be authorized to contract and otherwise act on behalf of the entity identified. We may rely on the resolution and any corresponding Signature Card until such time as we are informed of changes in a written document signed by any Owner, or any person authorized to bind the business or organization that is actually delivered to and received by us along with a new Signature Card. We may require that third party Checks payable to an organization or business be deposited to the specific organization or business Account rather than being cashed. Further, if a resolution or Signature Card identifies the Owner as a business or organization of any type, or if we determine that any Account is used for any business or organizational purpose, we will designate that Account as a "business account" and we may subject that Account to additional fees or other requirements.

Minors' Accounts: For any Account established by or for a minor, we reserve the right to require the minor Account to be a multiple party Account with an Owner who has reached the age of majority under state law and who will be jointly and severally liable to us for any returned items, overdrafts, unpaid charges or amounts on such Account. We may make payments of funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an Account Owner, the guardian or parent will not have any right to access the Account other than in a custodial capacity. We have no duty to inquire about the use or purpose of any transaction.

Representative Payee Accounts: A representative payee Account is an Account to which the Social Security Administration ("SSA") transfers electronic payments for the benefit ("Benefits") of a person (the "Beneficiary") and another person has been designated as an Authorized User (the "Representative Payee") of the Account to act on behalf of the Beneficiary. The Representative Payee agrees to be bound by the terms of this Agreement and to furnish us, upon request,

a copy of the written SSA authorization designating the Representative Payee and such other documents and authorizations as we deem necessary or appropriate. In opening and maintaining a representative payee Account, we act only as a depository for the Benefits, and we are under no obligation to act as a fiduciary or to inquire as to the powers or duties of the Representative Payee. The Representative Payee agrees that he or she is liable to us for any obligations incurred by any actions dealing with the Account and agrees to indemnify and hold us harmless from and against any and all loss, costs, damage, liability or exposure, including reasonable attorney's fees, we may suffer or incur arising out of or related to any action or claim by any party with respect to the authority or actions taken by the Representative Payee.

Special Accounts: Based on certain conditions and requirements, we may allow a member or an eligible member to open an Account following the instructions of a court order, such as a guardianship Account or an estate Account. We may require one or more certified court orders, as well as certain indemnifications, before or after opening any such Account. We will not give legal advice; and we will not monitor any deposits or withdrawals to or from any such Account unless we are required by a court order to do so. We may refuse to honor any instruction regarding the Account if we believe that we may be exposed to claims, liabilities, lawsuits, expenses and we may require a bond, court order or further indemnifications.

Trust Accounts: If we are asked to open or provided services to a trust Account, we may require any grantor or any trustee of the trust to provide to us a summary or memorandum of trust, a trust certificate, or other agreement, certificate, document or instrument as we may deem necessary or appropriate, any of which may include an indemnification agreement in favor of the Credit Union. All persons associated with the trust agree that we will not be liable to them in connection with opening or maintaining the trust Account based on the information provided in the trust documents furnished to us. The trust Account will be owned by the trust and managed by the trustee. We will not act as a trustee nor are we under any obligation to investigate the duties or powers of any trustee. We may rely on the direction of any one trustee with regard to any transaction or instruction and we reserve the right to require the written consent of all trustees. The trustee agrees to notify us in writing of any changes in the terms and provisions governing the trust or any changes in trustee. We may rely on the instructions of any trustee until we have actual knowledge (and a reasonable opportunity to act on that knowledge) that the trust has been modified, revoked or terminated or a trustee has resigned or been removed. The trust and the trustee agree to hold us harmless from any liability, claim, damage or loss resulting from any act or failure to act by the trustee or any former trustee.

Deposits to Your Account and Instruments Paid or Cash: Funds may be deposited to any Account in any manner that is acceptable to us.

Endorsements: You authorize us, at our discretion, to accept transfers, Checks and other items made payable to you for deposit into your Account, whether or not you have endorsed the Check or other item. You authorize us to supply any missing endorsements for you and further agree to endorse all items pursuant to any Applicable Law.

Substitute Checks: A substitute Check is a paper reproduction of an original Check that conforms to the requirements of the Check Clearing for the 21st Century Act, commonly referred to as the "Check 21 Act." You agree not to deposit any substitute Check or similar item that you have created, or for which no financial institution has provided any substitute check warranties and indemnity. If you do so, you agree to indemnify us for all losses we incur in connection with the substitute Check or item. We may pay any substitute Check, even if there is an error or defect that occurs in the creation or transmission of the substitute Check.

Electronic Checks: An electronic Check is created when you authorize the conversion of your Check to an electronic item for processing. When you (or any person with proper authority) authorize any electronic Check, you agree (a) that we may pay

MEMBERSHIP AND ACCOUNT AGREEMENT

the item as submitted to us; (b) that you will be solely responsible for all information transmitted regarding such item including (but not limited to) the payee, the amount of the item, and endorsements or the lack of any endorsement; and (c) to indemnify us for all losses we incur in connection with any such electronic Check.

Collection of Deposits: In handling deposits to your Account, we act only as your agent for collection and we assume no responsibility beyond the exercise of ordinary care. By signing the Signature Card or using any Account or service, you waive your rights to notice of non-payment, dishonor or protest regarding all items presented for collection. We have the right to refuse any order, transfer or deposit, limit the amount that may be offered for deposit and to return all or any part of a deposit. Special instructions for handling an item are effective only if made in writing and given to us separately along with the item in question. We will not be liable for any default or negligence of correspondents or for loss in transit and each correspondent will only be liable for its own negligence. We are authorized to pursue collection of previously dishonored items (including re-presentation), and in so doing we may permit the payor financial institution to hold an item beyond the midnight deadline. Items that we present or re-present may be truncated or converted to an electronic or other format. If an item is not paid, you are fully responsible for any loss we may incur in seeking to collect the item for you.

Direct Deposits: If a direct deposit is made to an Account that should have been returned to the U.S. Government for any reason, you authorize us to deduct the amount of our liability to the U.S. Government from the Account or from any other Account you have with us, without prior notice and at any time, except as prohibited by Applicable Law. We may also use any other legal remedy to recover the amount of our liability.

Multiple Payees: Unless a Check or other instrument expressly indicates that it is payable to conjunctive payees, or if there is any ambiguity about multiple payees, we will treat the instrument as being payable in the alternative. For example, a Check payable to "A and B" is a conjunctive instrument, and will be paid only to the order of A and B. Examples of situations that are not expressly conjunctive or are ambiguous and include (but are not limited to) a Check (a) payable to "A or B"; (b) payable to "A, B"; (c) payable to "A/B"; and (d) where A and B are listed on separate lines. In such cases, we will treat the instrument as being payable in the alternative (to the order of either A or B).

Final Payment: All items, deposits, ACH transfers or other transfers credited to your Account are subject to our receipt of final payment. Deposits payable in a foreign currency will be converted to U.S. dollars at the then-current rate and we may give you provisional credit for all or part of the amount deposited. If we do not receive final payment, without further notice to you, we may charge your Account for the amount of such items or transfers and impose all fees or charges contained in the Fee Schedule. Deposits or transactions received after the time we close for business on a day we are open, received after we open our night depository or received on a day on which we are closed for business will be treated as if received on the next business day that we are open. We are not responsible for transactions by mail or night depository until we record them.

Transactions from Your Account: Generally, you may withdraw or transfer funds from your Account at any time, subject to the limitations contained in the Deposit Availability Policy Disclosure in effect at the time of the funds were deposited in your Account. For non-transactional accounts not covered by the Deposit Availability Policy Disclosure, you may ask us when the funds will be available for withdrawal or transfer.

Payment Order of Your Transactions: To assist you in handling your Account, we are providing you with the following information regarding how we process the items that you authorize. When processing items drawn on your Account, we pay them as we receive them. We commonly receive items to be processed

against your Account multiple times during the day in "presentation files." Each presentation file that we receive commonly contains a large number of a specific type of item (Check, ACH or ATM/Debit Card transactions). It is common for each of these presentation files to contain multiple items to be processed. When we receive multiple items at once, we pay the items in the following order: Checks are paid in order of dollar amounts, lowest to highest; ACH items are posted by settlement date. Credits are posted first and then debits by dollar amount, lowest to highest. ATM and debit card transactions are paid in the order they are presented. Transactions conducted in person (such as a withdrawal at one of our locations) are generally paid at the time they are conducted. **Why this is Important to You:** The order in which items are paid is important if there is not enough money in your Account to pay all of the items that are presented. If an item is presented without sufficient funds in your Account, we may, at our discretion, pay the item (creating an overdraft) or return the item for insufficient funds (an "NSF"). We may impose a fee (as described in the Fee Schedule) for any overdraft or NSF.

Restrictions on Withdrawals from All Accounts: We may refuse to allow or process any transaction in certain circumstances (and we will notify you when required by Applicable Law). Circumstances in which we may refuse to allow or process a transaction include (but are not limited to) those in which (a) there is a dispute between Account Owners; (b) a legal garnishment, attachment or levy is served on us; and (c) we have not been provided any documentation that we require. Under certain conditions, we also may refuse to allow or process a transaction if the Account secures an obligation owed to us or you are delinquent or fail to pay a loan or any other obligation owed to us when due.

Additional Restrictions on Withdrawals from Savings and Money Market Accounts: Pursuant to Federal Regulation D, there are certain restrictions on the number of withdrawals or transfers you may make from your savings account or your money market account during any month. Specifically, you may not make more than 6 "convenience" withdrawals from, or transfers to another of your accounts at the Credit Union or to a third party from, your savings account or your money market account during any month. A convenience withdrawal or transfer includes (but is not limited to) a withdrawal or transfer: (a) via Online Banking (including mobile banking); (b) via telephone (unless the withdrawal is a check mailed to you) or by facsimile; (c) that is preauthorized, automatic, recurring or scheduled (including ACH and EFT transactions); and (d) by check, draft, debit card, or similar order payable to third parties. If you exceed these limitations, we may: (a) impose a fee as set forth in the Fee Schedule; (b) reverse or refuse to make the withdrawal or transfer; and (c) close your account.

Check Processing: Because of the nature of the check collection and processing system, neither the Credit Union nor any other processing entities will be responsible for verifying the authenticity of any Check, including any signature or endorsement, or for detecting any alteration of a Check. As a result, Checks, when presented, will be paid without verification. We may disregard all information on, or any writing or memorandum attached to, any Check except for your signature, the amount, and the information that is magnetically encoded. You agree that we have not failed to use ordinary care because our Policies do not provide for sight examination. You will notify us immediately if you learn or have reason to know that any of your unused checks have been lost or stolen. If you are negligent in safeguarding your checks or if there is a processing problem because of the quality of your Check, we will not have any liability or responsibility for any losses you incur as a result if we act in good faith pursuant to standard commercial practices. **Check Copies:** you understand that, when paid, your original Check

MEMBERSHIP AND ACCOUNT AGREEMENT

becomes property of the Credit Union and may not be returned to you. If you request us to provide you with an original Check or sufficient copy, we may provide a copy or an electronic image of the original Check. We may charge you a fee (as contained in the Fee Schedule) for each item you request and for research.

Temporary Holds and Authorizations for Amounts in Excess of Transactions: To facilitate certain electronic transactions that you make, we may place a temporary hold on funds in your Account. We can neither control the parties with whom you do business nor regulate the processing of transactions through the commercial networks used to facilitate your transactions. Therefore, it is your obligation to ensure that sufficient funds are on deposit in your Account at all times to cover the transactions you make – including the amount that may be subject to these holds. Under the rules of various processing networks (such as Visa or MasterCard), a merchant or retailer may obtain authorization in excess of your transaction amount. For example, a hotel or car rental merchant may hold up to three times the total estimated amount of your actual hotel stay or car rental. This is deemed to be an “authorized amount” by you and will not be available via your Account until after your bill is settled with the merchant or retailer. This may cause your Account to have insufficient funds when you want to make another transaction or want us to pay another item. Even if your bill is satisfied with another form of payment, the merchant or retailer may continue to hold the funds as originally authorized by you for these time periods.

Postdated Checks: You agree not to issue any Check payable in the future (a postdated Check). If you issue a postdated Check, we may pay it prior to the future date and we will have no liability to you or any other party to the instrument if we do so. We also have the right to return any postdated Check, whether presented to us as a cash item or as a collection item.

Stale Checks: We are not obligated to pay any Check drawn on your Account that is presented more than 6 months past its issue date; however, we have no liability to you or any other party to the instrument if we pay the Check in good faith.

Authorized Signature: We will not be liable for refusing any order or item if we believe in good faith that the signature on that order or item is not genuine. We are authorized to honor any transactions initiated by a third person to whom you provide your Access Device or other Account access information. Also, you authorize the use of facsimile signatures and electronic signatures under Applicable Laws.

Additional Terms, Rates and Conditions: For additional terms, rates and restrictions that may apply to your Account please refer to the Disclosures appended to this Agreement along with any separate agreements that may be given to you now or in the future. We reserve the right, at any time, to require not less than 7 days’ written notice before each withdrawal from an interest-bearing account other than a time deposit or from any other “savings account” (as defined in the Federal Reserve Board’s Regulation D). In addition, for Individual Retirement Accounts (IRAs), please refer to your plan documents for restrictions, penalties assessed by the IRS, and withdrawal limitations. Consult your own tax advisor for details and advice.

Account Access:

Access to Account Information: All Account Owners, borrowers and Authorized Users may have access to all of the information you provide to us or that we gather and maintain regarding our relationship with you and may provide authority to others. This includes (but is not limited to) information regarding transactions, Account history, your loan relationships with us, and other information relating to or arising with regard to any of your Accounts, loans or other services with us. We use a consolidated statement that includes all of the information for your Accounts, Account services, loans and all other services with us. We are authorized to send or provide a consolidated statement jointly or individually to any individual Account Owner or borrower even

though every person receiving the consolidated statement may not be Account Owners or borrowers on all of the Accounts or services addressed in the statement.

Authorized User: We will treat all withdrawals, transfers and transactions made by any person to whom you have at any time provided the authority or the means to access your Account or other services as being authorized by you. We will not have any responsibility or liability whatsoever for such withdrawals, transfers or other transactions. If you authorize anyone to use your Access Device that authority will continue until you specifically revoke it by notifying us in writing or as required by Applicable Law. If we, or any of our agents, contact you regarding any transaction and you verify the transaction, we will rely on your verification and we will treat any such transaction as being authorized by you.

Sharing Information with Other Persons, Co-Borrowers, Co-Signers and Guarantors, Owners of Collateral Pledged and Others: We may share information regarding your obligations with us, or collateral pledged to secure any obligations you owe to us, if we receive a request we in good faith believe to be related to any related obligations, refinances, sales, trades, transfers, exchange or transactions. Also, we may provide pay-off or payment information to persons or entities who seek to make payments on your behalf, including potential “pay-offs” and information to process payments. To expedite the matters for your benefit, we may rely on the representations made to us by a third party, and our duties to you do not require us to investigate or document a request for such information. When you give another party access to your Account or Account information, we have no liability or obligation for any errors, claims or losses of any type or nature whatsoever relating to any transactions initiated as a result of your relationship with that third party, including any claims or losses that may arise from any access to your Accounts or personal information.

YOUR DUTY TO EXAMINE STATEMENTS AND REPORT PROBLEMS

What Are Problems, Errors and Unauthorized Transactions: Problems, errors and unauthorized transactions include suspected fraud; missing deposits; unauthorized electronic transfers; missing, stolen, unauthorized Checks or other withdrawal orders; Checks or other withdrawal orders bearing an unauthorized signature, endorsement or alteration; illegible images; encoding errors made by you or us; and counterfeit checks. This is not a complete list.

Your Responsibility: If you find that your records and ours disagree, if you suspect any problem, error or unauthorized transaction on your Account, or you do not receive a statement when expected, call us immediately at the number for customer service on your statement. If you have a multiple party Account, we will provide a periodic statement to only one of the Account Owners. If you fail to notify us in a timely manner, your rights may be limited.

You must exercise reasonable control over your statements, checks, deposit slips, endorsement and signature stamps, debit and ATM cards, PINs, and other Access Devices. It is your responsibility to keep them safe and secure and to promptly discover and report if any of them is missing or has been compromised in time to prevent misuse or continued misuse. You assume full responsibility for monitoring and reviewing the activity of your Account.

As permitted by Applicable Law, we may deny a claim for losses because of forged, altered or unauthorized transactions, items or signatures if you do not guard against improper access to your checks, statements, deposit slips, endorsement and signature stamps and Account information. We may also deny your claim if you do not monitor your Account and report problems to us.

If you report to us or make a claim against us in connection with a problem, error or unauthorized transaction on your Account, we may require you to confirm the report or claim in writing and give

MEMBERSHIP AND ACCOUNT AGREEMENT

us a sworn statement regarding the report or claim and to furnish us with such reasonable information and documents under your control. We reserve the right to conduct a reasonable investigation before re-crediting your Account, and you agree to cooperate fully in such investigation. Cooperation includes assisting us to recover funds and working with law enforcement agencies and officials in any criminal prosecution of, or lawsuit against, the responsible persons. We may (although we are not required to) provisionally credit your Account while the investigation is being completed. You must pay any fees assessed or accrued against your Account during the investigation or that may arise upon reversal of any provisional credit, if given. We may consider your failure or refusal to cooperate as your ratification of the correctness of your Account as reflected in our records, your agreement that we may charge the full amount to your Account, and that the matter is resolved.

Our Maximum Liability: Unless otherwise prohibited by law, our maximum liability is the lesser of your actual proven loss or the amount of any missing deposit or the forgery, alteration or other unauthorized withdrawal, reduced in all cases by the amount that could have been avoided by your use of ordinary care. We are not liable for special, punitive or consequential damages of any kind (including any attorneys' fees) that you may incur.

Reviewing Your Account Statements: Your review of your statements, Checks and other items is one of the best ways to help prevent the wrongful use of your Account. You agree (a) to review your statements, Checks and other items and reconcile them with reasonable promptness after they are made available to you; (b) to report any problems, errors or unauthorized transactions as soon as possible; and (c) within a reasonable time, not exceeding 30 days, after we send you a statement and any accompanying items (or otherwise make them available), to review your statement or items and report any problem, error or unauthorized transaction. For substitute Checks, you must notify us within 40 days to qualify for an expedited re-credit.

If You Fail To Report Promptly: If you fail to notify us in writing of suspected problems, errors or unauthorized transactions with reasonable promptness after we make your statement or items available to you, (a) you may not make a claim against us relating to the unreported problems, errors or unauthorized transactions, regardless of the care or lack of care we may have exercised in handling your Account; and (b) you may not bring any legal proceeding or action against us to recover any amount alleged to have been improperly paid out of your Account.

We are not liable to you for subsequent unauthorized transactions on your Account by the same person if you fail to report an unauthorized transaction on your Account within 30 days following the closing date of the statement containing information about the first unauthorized transaction by that person.

Certain Failures by Us: Even if you fail to report with reasonable promptness, if we fail to exercise ordinary care in paying an item and our failure substantially contributed to a loss, the loss will be allocated between you and us. If we did not pay the item in good faith, however, we will bear the entire loss. In the case of an unauthorized signature on, or any alteration of, an item, if you do not discover and report the item to us within 1 year after the statement or item is made available to you, then you may not assert any claim for the unauthorized signature or alteration. This limitation applies regardless of the care or lack of care exercised by you or by us.

Exceptions: The terms in this section, *Your Duty to Examine Statements and Report Problems*, do not apply to certain specific services and agreements for services, such as Electronic Funds Transfer Services, which are governed by the Federal Reserve Board's Regulation E. The terms in this section, however, do supplement these specific services to the extent that they are not inconsistent with the terms governing those specific services.

Statutory and Consensual Liens: To the extent that you owe us money as an Account Owner, borrower, guarantor or otherwise, the

Federal Credit Union Act gives us a lien on all funds in any Account in which you have an ownership or beneficial interest, unless prohibited by some other provision of Applicable Law. Because of this lien, we have the right to use funds in your Account, without prior notice to you, to pay off your indebtedness or obligation to us, including (but not limited to) obligations arising from attorney and other professional fees, costs, expenses, loans, and overdrafts incurred by us or that you owe to us. This indebtedness or obligation may be individual, joint, primary, secondary or contingent. If we choose not to enforce our lien at a particular time, we are not waiving our right to enforce our lien at a later time. In addition, you grant us a security interest and pledge in any Account in which you have an ownership or beneficial interest and agree that we may use funds in any Account to pay any indebtedness or obligation you owe to us now or in the future, except for obligations secured by your primary residence, unless otherwise prohibited by law. Your Account is not transferable, assignable or to be pledged to a third party without our written consent.

Status Quo – Collateral Preservation: We have the right to preserve our interests in your Account and any funds in your Account in which we have a lien given to us by law or in which you have granted us a security interest and pledge. This is our "collateral." Accordingly, we may use appropriate administrative procedures, including (but not limited to) placing a temporary hold or "freeze" on your funds, to protect our interests if we believe that our collateral may be impaired or at risk due to any default, bankruptcy, breach of any agreement or promise, or as otherwise provided for by our agreements or Applicable Law. We are entitled to use these administrative procedures without notice to any Owner. In the case of any bankruptcy proceeding, we have the right to preserve the collateral and we are not required to surrender or turn over the collateral absent the Owner's filing an appropriate motion and the entry of an order either providing for adequate protection of our rights in the collateral, or modifying or terminating the automatic stay as to the collateral.

ACH and Wire Transfers: You may initiate or receive (credit or debit) a payment order on your Account through ACH funds transfer or wire transfer. Generally, ACH and wire transfers are governed by federal law and the laws of the State of Oklahoma, including Article 4A of the Uniform Commercial Code – Funds Transfers. Other fund transfers use systems such as Fedwire (under the Federal Reserve Board's Regulation J) and NACHA and these fund transfers are governed by the rules of the particular transfer system. Your funds transfers are also governed by automated clearing house association and other transfer system rules. The following provisions apply to fund transfers (but do not apply to electronic fund transfers governed by the Federal Reserve Board's Regulation E and do not apply if we provide you a separate agreement for other fund transfers such as online banking, mobile banking, and telephone transfers):

- (a) We reserve the right to reject or refuse to accept any payment order without any liability. If you receive funds by a wire or ACH transfer, we are not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. We may establish cut-off times for the receipt and processing of funds transfer requests, amendments or cancellations. Payment orders, amendments or cancellations received after the cut-off time may be treated as having been received on the next funds transfer business day. Currently, the deadline for sending a wire is 3:00 P.M. CST (12:00 P.M. CST for international wires) and for receiving a wire is 4:00 P.M. CST, Monday through Friday excluding holidays.
- (b) If you give us a payment order that identifies the beneficiary (recipient of funds) by name and account number, the beneficiary's financial institution may make payment on the basis of the account number even if it identifies a person who is not the named beneficiary. If you give us a payment order that identifies an intermediary's or a beneficiary's financial institution by both name and routing number, a receiving financial institution may rely on the number as the proper identification even if it identifies an institution that is not the named financial institution.

MEMBERSHIP AND ACCOUNT AGREEMENT

- (c) We may, if we so choose, give you credit for wire transfer before we receive final settlement of the funds. If we give you credit, payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Oklahoma Uniform Commercial Code. If we do not receive such final settlement, we are entitled to a refund from you in the amount credited to your Account and the party originating such payment will not be considered to have paid the amount so credited.
- (d) We may use our established security procedures to verify the authenticity of your payment order, unless you notify us in writing that you do not agree to the use of our security procedures. In that event, we will have no obligation to accept any payment order from you or any Authorized User on the Account until you agree with us in writing to an alternate security procedure.
- (e) We may charge fees (as contained in the Fee Schedule) for sending or receiving a funds transfer. We may deduct the fee from your Account or from the amount of the funds transfer. Other financial institutions involved in the funds transfer may also charge fees.

Change of Address or Name: We require that you promptly notify us of any change of address, including your email or other electronic address, and of any change in your name. We may require that change of address notice be in writing and signed by an Owner. Any name change requires a new Signature Card. In the absence of our actual receipt of an acceptable change of address notice, any mail, disclosure or notice we send to you will be considered properly addressed to you and will constitute proper delivery to you if it is addressed and sent to any address or email address that is (a) shown in our records; (b) a forwarding address provided to us by the U.S. Postal Service; or (b) received from you. If we receive notice that the address you provide to us is not or is no longer correct, or has changed without notice to us then we may, if we so choose (a) charge a fee (as contained in the Fee Schedule) to determine your current address; and (b) discontinue sending any statements, notices or other items to you until we receive verifiable information that permits us to correct your address in our records.

Collection Items: We may accept certain items on a collection basis only. We route and process collection items separately from your other deposits. Your Account will be credited for collection items after we receive payment for them. We may also receive items from other financial institutions on a collection only basis. Upon presentment of a collection item, we will follow the presenting institution's instructions and pay the item if funds are available in your Account or otherwise pursuant to your agreements with us. We may charge fees (as contained in the Fee Schedule) for processing collection items. The financial institution on which the collection item is drawn may also charge you fees. Fees may apply even if the collection item is returned unpaid. If the other financial institution requires payment of a fee before that institution will process the collection item, we may pay the fee and charge your Account.

Email and Facsimile Communications: You understand and agree that the Internet is considered inherently insecure. Therefore, we have no liability to you whatsoever for any loss, claim or damages arising from or in any way related to our response to any email or other electronic communication that we in good faith believe you have submitted to us. We have no duty to investigate the validity of or to verify any email or other electronic communication. We may respond to an email or other electronic communication at either (a) the address provided with the communication; (b) the address in our records of your Account or in any application you have submitted to us; or (c) any address contained in any written communication we actually receive from you or your representative. Any Account Owner or Authorized User may change the address for email or other electronic communications at any time. We may not immediately receive email or other electronic communications that you send. We reserve the right to require any notices from you to be submitted to us in writing, and we may refuse to send certain information through unsecured email or other electronic communication or by facsimile communications.

Fees and Charges: Fees and charges applicable to all Accounts and Account services are contained in the Fee Schedule and may change at any time upon proper notice as required by Applicable Law. You authorize us to deduct these fees and charges from your Account as they are accrued.

Inactive and Dormant Accounts: We will consider an Account "inactive" when it has had no transaction history other than dividend postings and we cannot verify the Owner's current address for a period of 6 months or more. We will consider an Account "dormant" when it has had no transaction history other than dividend postings and we cannot verify the Owner's current address for a period of 3 years or more. Although having no obligation to do so, we may choose not to classify a particular Account as either inactive or dormant if any Owner has other active Accounts or services. Dormant Account funds may be transferred to a special reserve for dormant Accounts. You may be charged fees (as contained in our Fee Schedule) for an inactive or dormant Account. We will follow state law in determining when an Account will be considered "abandoned and escheatable." After we turn abandoned and escheatable funds to the state, we will have no further liability for those funds and you must apply to the appropriate state agency.

Overdraft and Overdraft Protection Plan: An overdraft (an "Overdraft") occurs when we pay an item or a transaction that you make or authorize by Check, electronically or otherwise that exceeds the balance in your Account, or when we impose a fee that exceeds your balance. If we decide not to pay an Overdraft (return the item), the transaction will become an insufficient funds transaction (an "NSF"). If we so choose, we may pay any Overdraft via a courtesy overdraft program ("Courtesy Pay"), via a pre-approved overdraft line of credit ("NuPal"), or otherwise on a case-by-case basis, but we have no obligation to do so, or to continue to do so. We may impose a fee (as contained in the Fee Schedule) for any Overdraft or NSF. You are required to promptly pay us the amount of any Overdraft, together with any fee, pursuant to our Policies. We have no obligation to notify you prior to any Overdraft, any NSF, or any charge that creates a negative funds balance. Any overdraft protection plans you have with us now or in the future are intended to cover Overdrafts and other negative funds balances caused by or arising from your actions.

Pre-Approved Overdraft Line of Credit – The NuPal is a line of credit for which you must apply and be approved. The NuPal is used as an overdraft protection plan on your Checking Account and may also be used as a line of credit up to your pre-approved limit. If you have been approved for the NuPal, we may honor transactions on your Checking Account drawn on insufficient funds, up to your approved credit limit, by transferring the amount needed to pay the transaction from your NuPal to your Checking Account and clearing the item. If you do not have a sufficient amount available on your NuPal to pay an item, the transaction may result in an NSF and we may charge you a fee (as contained in the Fee Schedule).

Courtesy Pay Service – Courtesy Pay is a discretionary overdraft service for qualifying Checking Accounts in good standing. You may opt-out of the Courtesy Pay service any time by notifying us. If your Checking Account qualifies for Courtesy Pay, we will consider, without obligation on our part, paying items for which your Account has insufficient or unavailable funds, instead of automatically returning those items unpaid. For each Overdraft we pay, we will charge the standard per item fee contained in the Fee Schedule. If we do not authorize or pay an Overdraft, your transaction may result in an NSF and we may charge you a fee (as contained in the Fee Schedule). This service is discretionary and we reserve the right to refuse to provide this service at any time or from time to time without notice.

Courtesy Pay applies to a variety of transactions including (but not limited to) Checks and other transactions made using your Checking Account number, in-person transactions, bill payments, ATM and debit card transactions and other electronic means. However, we will not include ATM and everyday debit card transactions within our Courtesy Pay service without first receiving your affirmative consent to do so. Furthermore, you may

MEMBERSHIP AND ACCOUNT AGREEMENT

revoke your affirmative consent to have ATM and everyday debit card transactions considered for payment under Courtesy Pay by informing us of your choice.

Account with NuPal and Courtesy Pay – If your Checking Account has both a pre-approved line of credit (NuPal) and our discretionary overdraft service (Courtesy Pay), the authorization of ATM and everyday debit card transactions is based on your available account balance and your Courtesy Pay limit at the time of the transaction and is not based on the NuPal available line of credit. However, when presented, those transactions will be paid from available funds in the following order: (a) Account balance; (b) NuPal; and (c) Courtesy Pay.

Payable on Death Designations: Accounts with Payable on Death (“POD”) designations are governed by your agreements with us and by state law. A POD designation instructs us that the designated Account is payable to the Owner or Owners during his or her lifetime, or their lifetimes, and upon death of the last Account Owner, is payable to the beneficiary designated in your Account records and in accordance with Applicable Law. If any POD Account beneficiary is not of legal age at the time the funds in the Account are to be paid to the beneficiary those funds will be paid to the legal guardian of the minor beneficiary or as otherwise allowed by Applicable Law.

Powers of Attorney: We may allow a third person acting as your agent to make transactions regarding your Account, pursuant to a valid power of attorney, but we have no obligation to do so unless we are so required by Applicable Law. We have no obligation to verify the scope, authenticity and validity of any power of attorney presented to us. If we accept the power of attorney, we have no duty to inquire as to the use or purpose of any transaction by your agent, and, for good cause, we may restrict or refuse your agent’s Account access, withdrawals and transfers. We may continue to honor your agent’s transactions until (a) we have received written notice or have actual knowledge that the power of attorney or the agent’s power is no longer valid; and (b) we have had a reasonable opportunity to act on that notice or knowledge.

Retention and Electronic Records: We may choose to store all records electronically and we have no obligation to retain, and we may not retain, any original documents, including (but not limited to) Checks, transaction records, notes, mortgages, deeds of trust and other loan or security documentation. We will retain records for a reasonable retention period in accordance with Applicable Law or Policies and we may routinely destroy all original documentation. We may store records electronically via imaging, scanning, filming or other technology used in the financial services industry for the storage of documentation via internal processes and we may use third-party processors for these services. You agree that such storage will be secure, and further agree that such records will for all purposes be recognized and admissible in evidence or otherwise to prove the agreements, rights and obligations of the parties pursuant to any such records.

Stop Payment Orders: If you do not want us to pay a specific item on your Account, you can ask us to place a stop payment order (“stop payment order”) on the item. We must receive a stop payment order in time to act on the order (prior to the item clearing the Account, being processed on the Account, or being authorized on the Account). For some ACH debits, we must receive the stop payment order at least three banking days before the date it is scheduled to transfer. You can notify us by mail, telephone, in person or as allowed by Applicable Law. Your stop payment order will take effect when we record it on your Account. Your stop payment order will not be valid or binding on us unless it includes correct information that is sufficient for us to identify the item, such as your Account number, the number and date of the item, the name of the payee, the exact amount of the item and any other information we request. We may charge you a fee (as contained in the Fee Schedule) for any stop payment order.

The effectiveness of stop payment orders for certain items depend on such factors as the type of payment. For example, a transaction using our electronic bill payment service may be processed by either a check or an electronic funds transfer. It may not be possible for us to stop such a payment depending on whether the transaction has been processed and if the transaction has already cleared the Account. Stop

payment orders cannot be taken on one-time ATM and Point of Sale (POS) transactions using your ATM or Debit Card.

If you give us an oral stop payment order that you do not confirm in writing within 14 days, your stop payment order will expire and we may pay the item after such expiration. If you provide written confirmation of your oral stop payment order, your stop payment order will be effective for a period of 6 months. To extend your stop payment order for an additional 6 months, you must deliver to us an additional written order prior to the expiration of the original order. We are not required to send you a notice of the expiration of a stop payment order.

We will not be responsible for any loss as a result of honoring an item (a) more than 14 days after we receive your oral stop payment order if it is not confirmed in writing during that period; (b) more than 6 months after our written confirmation that we received your written stop payment order; (c) more than 6 months after a written extension of your initial written stop payment order; (d) through inadvertence, oversight or accident; (e) if you fail to provide us with complete or accurate information; or (f) if you fail to meet your obligations as noted in this section or otherwise in this Agreement. We have no obligation to accept any stop payment order on any certified check, cashier’s check, official check, draft or other instrument guaranteed by us. You will be responsible if any claim or demand is made against us as a result of our acting in accordance with your stop payment order.

Telephone Requests: We may transfer funds in your Account to another Account with us or to any other financial institution based on a request we receive by telephone. We may rely upon the apparent authority of a person who is able to provide us with the information we require to initiate a transaction by telephone. On the other hand, we may refuse to execute any telephone request or order. For your protection and ours, we may record any telephone conversations between us and you authorize us to do so.

Amendments and Changes: Changes to any Account or Account service requested by any Account Owner can only be made with our express consent.

Termination of Account and Service: You may terminate your membership, Account, or Account service by giving us notice and complying with our Policies. We have the right to require the written consent of all parties to a multiple party Account for termination and we have the right to require the Primary Member’s written consent when terminating the membership Account. Termination will not release you from any fees or obligations you owe us, those incurred in the process of closing your Account or service, or your liability on outstanding items or transactions. If you do not accept any deposit or part of a deposit that we attempt to return after termination, then such deposit will no longer earn dividends. We are not responsible for any Check, draft, withdrawal, item or transaction after your Account is terminated. However, if we pay any item or transaction after termination, you agree to reimburse us upon demand.

We may also terminate your membership in accordance with Applicable Law and the Bylaws.

We may terminate, limit, restrict or change the terms that apply to your Account or to any service we provide to you, including (but not limited to) loan services, without notice, and we may require you to close your Account or service and apply for a new Account or service, if: (a) we receive a request to change the Owners or Authorized Users; (b) there is a fraud, forgery or unauthorized use committed or reported; (c) there is a dispute as to the ownership of any Account or sum on deposit; (d) there are lost or stolen items on the Account, whether by Access Device, Check or otherwise; (e) there are returned unpaid items, there are unpaid transactions not covered by an overdraft plan agreement with us, or we detect any abuse of any such overdraft plan; (f) there is any misrepresentation regarding any Account or service; (g) we incur, or believe we may incur, any loss relating to any loan, Account or service you have with us; (h) we believe you have been negligent in protecting any Access Device; (i) we believe doing so is necessary to protect ourselves from any risks or losses, or we believe doing so is in our best interests, or the best interests of our members or our employees; (j) you breach any promise under this Agreement or any other agreements with us, including (but not limited to) any default or

MEMBERSHIP AND ACCOUNT AGREEMENT

other delinquency with regard to any loan or other agreement; (k) you file, or there is filed against you, bankruptcy or any other insolvency proceeding, or we otherwise determine that you are insolvent or incapable of meeting your obligations to us and you will cause us a loss; (l) you refuse or fail to cooperate as provided in this Agreement; or (m) you violate any Policy or Applicable Law.

Miscellaneous: This Agreement or any claim or dispute arising under this Agreement will be construed in accordance with and governed by the laws of the State of Oklahoma, together with specifically applicable federal laws governing this Agreement. Section headings in this Agreement are for convenience of reference only. If any law or judicial ruling renders any term or condition of this Agreement unenforceable, the remaining terms and conditions will remain in full force and effect. We have the right to waive the enforcement of any term or condition of this Agreement regarding any transaction or series of transactions. No such waiver will affect our right to enforce any of our rights with respect to any Owner, Authorized User or other applicable person, or to enforce any of our rights with respect to other transactions. No such waiver will modify the terms and conditions of this Agreement. We control our website and the electronic services that we provide (excluding linked sites) from our principal office in Tulsa, Oklahoma. While you may choose to access our website and electronic services from other locations, we make no representation that any information, materials or functions included on our website or via our electronic service are appropriate or authorized for use in other jurisdictions. Your access from other locations is made on your own initiative; and you are solely responsible for compliance with Applicable Law. Our website may contain links to third party websites. We provide these links solely as a convenience to you and not as our endorsement of the contents on such third-party website. We are not responsible for the content of linked third-party sites and we do not make any representations regarding the content or accuracy of materials on such third party websites. If you decide to access linked third-party websites, you assume all risks associated with doing so.

Right to Refuse Instructions/Orders: If you ask us to follow instructions that we believe might expose us to claims, suits, losses, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or we may require a bond, court order or further indemnifications.

Legal Process and Other Adverse Claims: Should we receive any legal process, or other adverse claim that we believe affects your Account, we may, at our option and without liability (a) refuse to honor orders to pay or withdraw sums from the Account; (b) hold the balance in the subject Account until the legal process or adverse claim is disposed of to our satisfaction; (c) pay the balance over to the source of the legal process; and (d) otherwise comply with any specifically Applicable Law in addressing the legal process. Any legal process or adverse claim is subordinate to our lien and security interest in all funds in your Account unless contrary to Applicable Law. We may also charge you a fee (as contained in the Fee Schedule) for handling such matters unless Applicable Law prohibits us from doing so.

Credit Union Liability: Unless specifically prohibited by Applicable Law, you agree that we are not liable to you for your losses or damages (a) that exceed the amount of the transaction; (b) that are, in whole or in part, indirect, punitive, incidental, consequential or special; (c) as a result of circumstances beyond our control; (d) resulting, in whole or in part, from your or a third party's negligent or intentional act or failure to act; (e) resulting from action taken against your Account by a third party; (f) when our action or inaction was required by Applicable Law, including operating letters, clearinghouse rules, court orders or rules, legal process, or general banking practices; (g) if we reasonably act to prevent a suspected fraudulent or illegal act; (h) resulting from your failure to comply with the terms of this Agreement, the Bylaws, the Policies or any written agreement between you and us; or (i) resulting from your reliance on any representations that conflict with this Agreement, our written agreements with you, the Bylaws, or the Policies. In the event of (a) any dispute regarding or adverse claim to your Account; (b) a legal dispute involving the Account; or (c) any notice to us or knowledge by us that your Account has been used in a fraudulent or illegal manner, we may restrict or freeze the Account until the reasons the Account was restricted or frozen have been resolved

to our reasonable satisfaction. We may also interplead the Account or Account funds with any court having appropriate jurisdiction.

Your Liability for Fees: Unless specifically prohibited by Applicable Law, or resulting from our gross negligence or our intentional misconduct, you will reimburse us for any expense, loss or damage that we incur, including reasonable professional fees, expert fees, attorney's fees and legal expenses (whether at the trial, bankruptcy, appellate, mediation, arbitration, collection or post-judgment stage) in protecting or defending your or our interests related to your Account, transactions, loans or membership with us or in protecting your or our interest including the necessity to seek the advice or opinion of legal counsel or other professionals regarding the bona fides or legality of any transaction to or from your Account or involving any services with us, or any request for information or documentation regarding any of your Accounts or services with us ("Fees"). You authorize us to deduct any Fees due us from any Account you own individually or jointly. You also grant us a consensual pledge of any Account you own individually or jointly to secure the payment of the Fees. If the amounts in your Account are not sufficient, then you agree, upon demand, to pay us any difference.

Indemnification: You agree to indemnify, defend and hold us harmless from and against every claim, demand, action, cost, loss, liability, damages and expense, including Fees, that we incur as a result of a claim or legal process you are involved in or by us acting in accordance with Applicable Law, this Agreement, the Disclosures or the Bylaws, unless otherwise prohibited by Applicable Law.