

**BUSINESS DEPOSIT ACCOUNT DISCLOSURE
AND MEMBERSHIP AGREEMENT**
(April 2025)



Business Services

TABLE OF CONTENTS

| | | | |
|---|-----------|--|-----------|
| YOUR RELATIONSHIP WITH GOLDEN 1 CREDIT UNION..... | 1 | ELECTRONIC FUND TRANSFERS | 10 |
| Our Agreement | 1 | Transfer Types and Limitations | 10 |
| Membership | 1 | Transfers Initiated by Third Parties | 10 |
| Duties of Membership | 1 | Wire and ACH Transfers..... | 10 |
| Our Restriction or Termination of | | ATM and Mastercard® Debit Card Transfers..... | 10 |
| Your Account and Membership | 2 | Online and Mobile Banking Transfers | 10 |
| OPENING AN ACCOUNT | 2 | Point-of-Sale Transactions | 11 |
| Important Information About Procedures for | | Advisory Against Illegal Use..... | 11 |
| Opening a New Business Account..... | 2 | Non-Mastercard Debit Transaction Processing | 11 |
| What This Means For You | 2 | Fees | 11 |
| Requesting Additional Information..... | 2 | ATM Out-of-Network Fees | 11 |
| Types of Accounts | 3 | Mastercard® Foreign Transaction Fee | 11 |
| Ownership of Account; Authorization to Transact..... | 3 | Disclosure of Account Information to Third Parties..... | 11 |
| Types of Business Account Ownership | 3 | Documentation | 11 |
| Individual Business Account | 3 | Terminal Transfers..... | 11 |
| Joint Account (Sole Proprietorships Only)..... | 3 | Preauthorized Credits | 11 |
| Business Trust Account | 3 | Periodic Statements..... | 12 |
| Business Name, Individual, or Address Changes | 3 | Preauthorized Payments | 12 |
| Exclusive Rights of Beneficial Owners and/or | | Right to stop payment and procedure for doing so..... | 12 |
| Control Person..... | 4 | Liability for failure to stop payment | |
| Disclosure of Membership | | of preauthorized transfer | 12 |
| Information to Third Parties | 4 | Golden 1's Liability for Failure to Make Transfers | 12 |
| USING YOUR ACCOUNT | 4 | Member Liability for Unauthorized Transfers..... | 12 |
| Item Acceptance; Your Responsibility for Losses | 4 | Additional limit on liability for Mastercard® Debit Card | 12 |
| Endorsements..... | 4 | Error Resolution Notice | 13 |
| Remotely Created Checks | 4 | GENERAL TERMS AND CONDITIONS | 13 |
| Withdrawals | 4 | Dispute Resolution; Arbitration..... | 13 |
| Check Blanks | 5 | Scope | 13 |
| Check Processing; Post-Dated Checks and | | How this Provision Relates to Other Arbitration | |
| Restrictive Legends or Endorsements..... | 5 | Agreements Between You and Golden 1 | 13 |
| Electronic Check Conversion | 5 | How Claims Will Be Resolved..... | 13 |
| Automated Clearing House (ACH) and Wire Transfers..... | 5 | Arbitration Procedures | 13 |
| Stop Payments | 5 | Arbitration Rules..... | 14 |
| Statements; Reporting Errors | 6 | Class Action Waiver | 14 |
| Pledges..... | 6 | Arbitration Fees and Costs | 14 |
| Notification; Death of Owner or Dissolution of Business | 6 | Other Rights..... | 14 |
| TINs and Backup Withholding..... | 6 | Limitation of Golden 1's Liability..... | 14 |
| Closing Your Account | 6 | Fees and Charges..... | 15 |
| ONLINE STATEMENTS AND NOTICES | 6 | Repayment of Indebtedness; Our Right of Offset..... | 15 |
| Account Statements..... | 6 | Sole proprietorships..... | 15 |
| Loan Statements..... | 6 | Business Entities..... | 15 |
| Important Information | 7 | Government Payment Reimbursement | 15 |
| Paper Version of Communication | 7 | Unclaimed Property | 15 |
| FUNDS AVAILABILITY POLICY..... | 7 | Legal Actions Affecting Your Account..... | 15 |
| Your Ability to Withdraw Funds..... | 7 | Advisory Against Illegal Use..... | 15 |
| Longer Delays May Apply | 8 | Governing Law | 16 |
| Special Rules for New Accounts | 8 | Privacy..... | 16 |
| Holds on Other Funds | 8 | Severability | 16 |
| Deposits at Automated Teller Machines (ATM) | 8 | General Notices, Correspondence, and | |
| OVERDRAFTS AND RETURNED ITEMS | 8 | Oral Communications from Us..... | 16 |
| How Do We Calculate Available Balance?..... | 8 | Notices from You | 16 |
| Authorization Holds for Debit Card Transactions..... | 9 | Authorization to Obtain Credit Report..... | 16 |
| Operation of Account and Order of Posting | 9 | Consent to Receive Communications..... | 16 |
| What is an Overdraft?..... | 9 | Consent to Convert Paper Documents into | |
| What Happens if Your Account is Overdrawn? | 9 | Electronic Records..... | 16 |
| Optional Overdraft Protection | 10 | Safeguarding Your Account and Account Information; | |
| The Responsibility is Yours | 10 | Avoiding Unauthorized Transactions..... | 16 |
| SUBSTITUTE CHECKS AND YOUR RIGHTS..... | 10 | ADDITIONAL DISCLOSURES ABOUT SPECIFIC ACCOUNTS...17 | |
| What Is a Substitute Check? | 10 | Common Features | 17 |
| Your Rights and Obligations | 10 | BUSINESS MEMBERSHIP SAVINGS..... | 17 |
| | | BUSINESS ADDITIONAL SAVINGS | 17 |
| | | BUSINESS MONEY MARKET SAVINGS | 18 |
| | | BUSINESS CHECKING | 18 |

YOUR RELATIONSHIP WITH GOLDEN 1 CREDIT UNION

Our Agreement. Thank you for your interest in Golden 1 Credit Union. We look forward to serving you. This Business Deposit Account Disclosure and Membership Agreement ("Agreement") is an agreement between you and us that governs your business account as well as your membership with Golden 1. Along with this Agreement, your relationship with us is also governed by any other contracts between us, including your Business Membership Application ("Application") and any agreements for our business deposit or lending products (such as a credit card agreement) or our services (such as the Business Digital Banking Services Agreement), any rules, regulations, operating procedures, and related requirements we provide to you or establish related to our products and services, and any applicable laws. Please read this Agreement carefully and retain it with your records.

To the extent the terms in this Agreement are different than those in any other agreement or terms of account, the terms of this Agreement shall control. If any provision in this Agreement is found to be unenforceable, all remaining provisions will continue in full force and effect.

As used in this document, the terms "we," "our," "us," "Golden 1," and "credit union" each mean Golden 1 Credit Union and any of its parents, subsidiaries, affiliates, agents, assigns, and successors. The terms "you" and "your" means the business, business entity, or Business Member, and also means each person or entity, individually and collectively, who signs the Application for Business Account Membership (or other Account documentation now and in the future) as an Authorized Signer of the Account.

"Business Member" means the tax owner Business Member whose Employer Identification Number (EIN) is used on the Account for reporting interest income to the Internal Revenue Service (IRS). In some instances, such as a sole proprietorship, the Account may be opened under an individual's tax ID or social security number. "Business Owner" means a party who has an ownership interest in the business and legal liability for the Business Member Account(s). "Control Person" means an individual who has significant responsibility for managing the Business but who has no legal liability unless they are also a Business Owner. "Beneficial Owner" means an individual who directly or indirectly owns or controls at least 25% of the Business Member's ownership interests or exercises substantial control over the Business Member. "Authorized Signer" means a party who may perform transactions on your Business Account but who has no legal liability for the Account unless the party is also a Business Owner. "Account" means each business account governed by this Agreement.

This Agreement will be revised periodically, and we may not notify you of the changes unless such notice is required by law. By providing a written or electronic signature on a signature card or other agreement or contract, or opening

or continuing to hold an account with us, you agree that you have reviewed and understand the terms of the most recent version of this Agreement and agree to be governed by such terms. You understand that these terms, as we may change or supplement them periodically, are a binding contract between you and us for your deposit account(s) and overall relationship with us.

Membership. To be eligible for Membership at Golden 1, your business must qualify within Golden 1's field of membership, and meet all regulatory, legal, and Golden 1's internal requirements applicable to Account opening. Our field of membership includes, but is not limited to, all businesses, corporations, organizations, or other legal entities that were formed in or have foreign entity status in California and also operate in California. Upon verification of eligibility and approval of a completed Business Membership Application, a Membership will be established in the name of the business, indicating that you are now a member-owner of Golden 1 Credit Union. A person authorized to open your Account on the business's behalf, and all Business Owners with 25% or more ownership interest, must sign the Application for Membership. Membership is granted upon the deposit of at least \$1 to the Business Membership Savings Account ('share account'). You must maintain a balance of at least \$1.00 in your share account in order for your membership status to remain active.

Your membership may be transferred to inactive status if you no longer have an eligible loan product, or your share balance falls below \$1.00. An inactive member is not entitled to Golden 1 services, voting rights, or other benefits of membership. Any member who remains in an inactive status for at least ninety (90) days after written notice from Golden 1, or such longer period as specified in the notice, will have their account closed and will be deemed to have voluntarily withdrawn from credit union membership.

Duties of Membership. By completing the Application for Business Account Membership and/or opening or continuing to hold an account with us, you agree to be governed by the Bylaws, rules, regulations, and practices of Golden 1 Credit Union and any existing or future amendments thereto, and by the federal and state laws applicable to credit unions.

A copy of the Bylaws is available for inspection at our corporate headquarters in Sacramento, CA. We ask that you notify us in advance if you wish to inspect the Bylaws so that we can make suitable arrangements for you to do so. We may change the terms of this Agreement, including any Business Services Fee Schedule associated with your Account at any time, and we shall provide notice as required by applicable law.

Membership with Golden 1 comes with certain ongoing obligations and responsibilities. For example, you may not use or try to use your account or any of our products and services for any unlawful transaction or engage in any

activity that misuses our products or services or is deemed by us to be unusual, fraudulent, dishonest, deceptive, or destructive to Golden 1 or its property. Engaging in such activities may lead to account restriction, suspension, closure, and/or expulsion, as described below. You must honor your contracts, agreements, and obligations with us and act with civility in all dealings with Golden 1 directors, officers, and employees. In addition, you must keep us informed of your current mailing address.

Our Restriction or Termination of Your Account and Membership. We may restrict or suspend your access to any or all products or services if we know or have reason to suspect that you have not fulfilled any of your duties of membership. We may also restrict or suspend your access upon reasonable notice if there is a change in the Business Member, or you become delinquent in your obligations or cause a loss to Golden 1, and we may deny your subsequent application for any new account, or any new product or service that would allow you to obtain further credit or cause a further loss. You may be expelled from membership with Golden 1 for any legally permissible reason, including if we determine that you are:

- participating in a restricted industry identified by Golden 1;
- causing or threatening to cause us a loss of any type (including financial or reputational loss to us or to other members);
- manipulating or otherwise abusing our products or services;
- failing to carry out your contracts, agreements, or obligations with us;
- failing to comply with our Bylaws
- conducting yourself in a threatening or abusive manner to our employees, other members, or anyone present at a Golden 1 facility;
- willfully destroying or damaging Golden 1 property;
- convicted of a criminal offense involving moral turpitude.

To the extent required by law, we will give you reasonable notice of the reason for expulsion, and an opportunity to object, before the expulsion is finalized. If you are expelled, Golden 1 in its discretion (to the extent permitted by law) may extend the expulsion to all individuals who are identified as Beneficial Owners of the business associated with your Membership, which may affect any consumer accounts held by those individuals. Likewise, Golden 1 in its discretion (to the extent permitted by law) may determine that an individual who is expelled from Golden 1 membership due to activity in their consumer account cannot be an Authorized Signer on a Golden 1 business account, which may affect your Membership with Golden 1. If your Membership will be negatively impacted by our expulsion of an Authorized Signer, we will notify you in writing and you may be afforded an opportunity to take any actions on your Account you deem necessary to retain your Membership with Golden 1, subject to our approval. An expelled member may not be a joint account owner or

fiduciary on another account or otherwise receive services from Golden 1. Expulsion will not relieve you of any debt obligations you may have to us.

We are not responsible for payment of any check, withdrawal, ATM/debit card transaction, point-of sale (POS) transfer, ACH transaction, Online or Mobile Banking transaction or any other item, once your Account(s) is suspended, terminated, or closed.

For additional terms that govern your relationship with us, please refer to the “General Terms and Conditions” section of this Agreement. THAT SECTION INCLUDES A DISPUTE RESOLUTION AND ARBITRATION PROVISION THAT LIMITS THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE ACTION, AS WELL AS DISCOVERY AND RIGHTS TO APPEAL.

OPENING AN ACCOUNT

Important Information About Procedures for Opening a New Business Account. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record the following information:

1. The identity of each person who opens any new Account or has some level of access to the Account;
2. Documentation showing that the person opening the Account is authorized to act on behalf of the Business;
3. Documentation that identifies all Beneficial Owners; and
4. Proper entity documentation based on your particular Business structure, as requested by Golden 1.

What this means for you: When you open an Account, we will ask for the following information for the person opening the Account, all Beneficial Owners, a Control Person and anyone who will have some level of access to the Account: name, address, date of birth, and other information that will allow us to identify each individual. We may also ask to see a government-issued ID (such as a driver's license or other identifying documents). We will also ask for corporate governance documents, and other information that will allow us to identify you and your business. We may retain copies of any or all documents you present to establish your identity as an individual, and as a business entity. We will also ask you for information regarding the frequency, purpose, and source of funds for your business transactions.

Requesting Additional Information. We may from time to time request additional information, signatures, or documentation from you to protect your account and our systems from fraud or other problems. You agree to assist us by promptly complying with any such request. You further agree to hold us harmless for refusing to pay

or release funds, or take any other action relating to your Account or membership where our refusal is based on your failure to provide any information, signatures, or documentation requested by us.

Types of Accounts. Golden 1 offers a variety of products. For more information about the different types of Business deposit accounts you may establish at Golden 1, see the section of this Agreement entitled Additional Disclosures About Specific Accounts and the applicable Business Services Fee Schedules. If you desire to open and maintain a consumer account at Golden 1, you must apply for membership in your individual capacity. You can get more information about all of our products and services by visiting our website at golden1.com or by calling 1-877-909-5656.

Ownership of Account; Authorization to Transact.

You agree that when you set up your Account, you have instructed us as to the proper title and that Golden 1 assumes no legal responsibility to inform you as to how the creation of the Account affects your business and legal interests. If you have any questions as to the legal effect of this Account, you will consult with your lawyer and bear sole responsibility as to the legal effect of the creation and our maintenance of the Account. We may rely on the accuracy and completeness of all resolutions, signature cards and other documents you deliver to us in connection with the account.

You may not use your business account(s) as a fiduciary account (e.g., a client trust account) nor are you permitted to conduct consumer activity using your business account(s). If you wish to conduct personal activity using a Golden 1 account, please contact us about our consumer products and services.

Types of Business Account Ownership. Your Account with us can be held in the types of ownership described below. You agree that your Account shall be held individually, or, if you are operating as a sole proprietorship, you may hold your membership in joint tenancy with the person or persons named on the Application for Membership, if any. You further agree that Golden 1 is authorized to recognize any of the signatures (including any electronic signatures) on your Business Membership Application, or in any business loan related activity associated with your Account. We make no representations as to the appropriateness or effect of the ownership.

Individual Business Account - This form of business account shall be opened in the name of and owned by the separate business entity, or by an owner. **These types of accounts include corporations, partnerships, LLC, or LLP Accounts, which are opened in the name of and owned by a separate business entity.** The business entity Tax ID will be used on the Account. All Business Owners with 25% or more ownership interest must be included on the Application for Business Account Membership.

For all ownership account types, the Business Owner(s) may establish Authorized Signers to act on the account on the owner's behalf. Designation of such Authorized Signers must be provided in writing either through bylaws, meeting minutes, or other business documentation. The business is responsible for any actions of any Authorized Signer and may terminate the authorization at any time upon written notice to us. An Authorized Signer will have the authority to act on behalf of the business and to transact on all of your Account(s) unless otherwise designated. Authorization is automatically terminated upon the death of the owner, or dissolution of the business entity, provided we (a) have received written notice or have actual knowledge of the termination of authority, and (b) have a reasonable opportunity to act on that notice or knowledge.

Joint Account (Sole Proprietorships Only) – This is a joint business account held by two parties but owned by only one Business Owner (a single individual or married spouses). This type of account may be established using either the Business Owner's individual tax ID or the tax ID of the Business. The Business Owner may designate a beneficiary or beneficiaries who will receive the funds in the account upon the owner's death. The Business Owner may establish Authorized Signers through a power of attorney to transact on the account on the owner's behalf. The owner is responsible for any transactions of the Authorized Signer and may terminate the authorization at any time upon written notice to us. Authorization is automatically terminated upon the death of the owner, provided we (a) have received written notice or have actual knowledge of the termination of authority, and (b) have a reasonable opportunity to act on that notice or knowledge.

Business Trust Account - Certain information from a trust agreement and/or other supporting documentation may be required to open this account. We will abide by the terms of any separate agreement which clearly pertains to this trust account and which you file with us. You may only convert a deposit account opened as an individual account to an account for a revocable trust if the social security number on the account will not change. Upon the death of all settlor(s) of a revocable trust, the trustee (or successor trustee) must close the trust account and may open a new irrevocable trust account under the trustee's employer identification number.

Business Name, Individual, or Address Changes. It is your responsibility to keep us informed of your current contact information. You agree to promptly notify Golden 1 upon a change of address or change of name for the Business Member, Beneficial Owners, or any Authorized Signers. We are required to attempt to communicate with you only at the most recent address for the Business Member shown in our Account records. We will accept a change of address notice that is signed and submitted by an authorized individual. We may, at our sole discretion, accept an oral notice of a change in address from an authorized individual. Please keep us informed by mailing your updates to Golden 1 Business Services, Deposit

Account Servicing, P.O. Box 15207, Sacramento, CA 95851-0207, or call Business Member Support at 1-877-909-5656.

Exclusive Rights of Beneficial Owners and/or Control Person. To the extent your business has Beneficial Owners or Control Persons, only they may do the following, with the proper documentation and indemnification by the Business Member: add or remove Beneficial Owners or Authorized Signers from any of your Accounts, pledge or assign any Account(s) for any authorized loan(s) or change the name of the Business Member on our Account records. We may require that any changes to your Account be made in a written form acceptable to Golden 1, which, upon execution, will be controlling.

Disclosure of Membership Information to Third Parties. We will disclose information to third parties about your Membership and associated Accounts:

- Where it is necessary for servicing Accounts associated with your membership;
- In order to comply with regulatory requirements, government agency requests, or administrative or judicial orders; or
- As explained in our California Consumer Privacy Act (CCPA) Privacy Notice for California Residents.

USING YOUR ACCOUNT

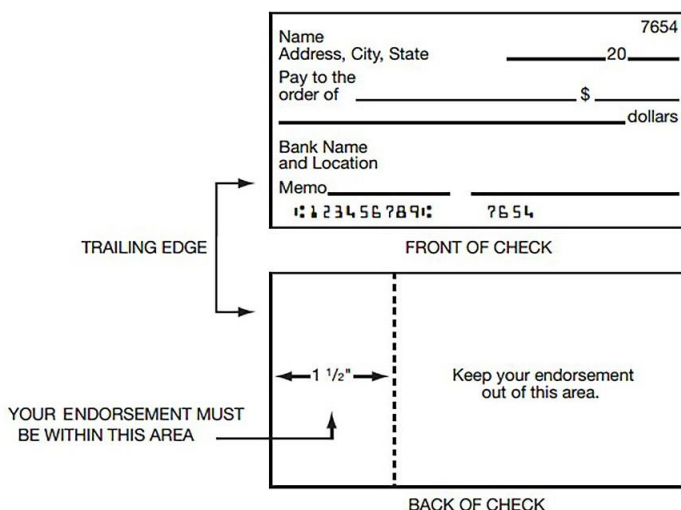
Item Acceptance; Your Responsibility for Losses. We may accept for deposit any item payable to you or your business. We will give only provisional (i.e., temporary) credit for any items we accept for deposit, other than cash, until collection is final. To the extent we determine, in our sole discretion, to provide provisional credit, we may reverse any provisional credit for items that are lost, stolen, or returned. Subject to applicable law, we may charge back to your Account the amount of any item that is returned to us unpaid, that the paying bank or issuer demands we repay because the item was altered, forged, unauthorized, or incomplete, that the sending bank or originator demands we return because the item was unauthorized, misdirected, or procured by fraud, or to which you are not legally entitled (e.g., a misdirected tax return). You are responsible for any loss that occurs if any item is returned to us for any reason, including if it is fraudulent, counterfeit or otherwise invalid, regardless of whether the amount of the item has been made available for your use.

At our discretion, we may take an item for collection instead of treating it as a deposit. This means that we will send the item to the issuer's financial institution for payment. Your account will not be credited until we have been paid for the item by the issuing financial institution.

Endorsements. An endorsement is a signature, stamp or other mark made on a check by the payee. We recommend that you endorse your checks in order to ensure your deposit is processed without delay. Although

checks payable to you and presented for deposit may be accepted even if your endorsement is missing, checks from insurance companies, state and local government agencies, and other entities may require an endorsement and may be returned if not properly endorsed. We may also require an endorsement for certain deposits (e.g., for mobile deposits, your endorsement must include "for mobile deposit only at Golden 1").

Your endorsement must be made in blue or black ink and must fall within 1½ inches of the "trailing" (i.e., left) edge of the check as indicated below. It is important to confine your endorsement to the specified area because the remaining blank space will be used by others in the processing of the check.



You agree to indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your endorsement or other information you printed on the back of the check obscures our endorsement or otherwise interferes with the processing of your deposit. If a check you deposit is not endorsed by you, we may endorse it for you or treat it as if it had been endorsed.

Remotely Created Checks. A remotely created check (also referred to as a telecheck, preauthorized draft, or demand draft) is created to debit money from an account. It is not signed by the account owner but usually states that the account owner authorized the check and/or may have the account owner's name printed on the signature line. For every remotely created check we receive from you for deposit or collection, you agree that you have express, verifiable authorization to create the check in the amount and to the payee appearing on the check and will maintain proof of such authorization for at least two years, which you will provide us if requested. If a remotely created check is returned, you will owe us the amount of the check. We may take funds from your account to pay the amount you owe us in whole or in part.

Withdrawals. Anyone who signs the Business Membership Application or who has authority to make withdrawals may, act alone, withdraw or transfer all or any portion of the

deposit account balance at any time. Multiple signatures cannot be required for withdrawals on any account.

For information about when you can withdraw funds you deposit, see the Funds Availability section of this Agreement.

For information about withdrawal requests that overdraw your account, see the Overdrafts and Returned Items section of this Agreement.

Check Blanks. Your checks must meet our standards, including paper stock, dimensions, and other industry standards. If you do not purchase your checks from us, you must be sure that we can accept the checks you purchase. We reserve the right to refuse checks that do not meet our standards or cannot be processed or imaged using our equipment. We are not responsible for losses that result from your failure to follow our check standards. Please note that your membership number does not appear on checks you purchase from us.

Check Processing; Post-Dated Checks and Restrictive Legends or Endorsements. We process a large volume of checks by automated means. This means we may process a check with missing elements and cannot look for postdated checks (i.e., where the check's date is in the future), restrictive legends, restrictive endorsements, or other special instructions on every check. Examples of restrictive legends and endorsements include "must be presented within 90 days" or "for deposit only." We may pay a check you write regardless of its date (unless we have received written notice of the postdating (including the date, check number, amount, and payee) in time to have reasonable opportunity to act), and regardless of any such other restrictions or instructions, and we are not responsible for any resulting losses you suffer. In addition, if you write a check to multiple payees, we may properly pay the check regardless of the number of endorsements.

Electronic Check Conversion. Electronic check conversion is a process where your check is used as a source of information about your account to make a one-time electronic payment from your account. The check itself is not the method of payment and is generally removed from circulation or given back to you. As a result, we will not have the opportunity to review the check or examine the signatures. You agree that multiple signatures will not be required for these or any other items where we have no opportunity to examine the signatures.

Automated Clearing House (ACH) and Wire Transfers. This Agreement is subject to Article 4A of the Uniform Commercial Code – Fund Transfer as adopted and codified into law in California. If you originate a funds transfer and identify a recipient or participating financial institution inconsistently by name and account number, we may rely on the account number to make payment even if it identifies a party different from the named recipient. Fund transfers to or from your account will be governed by the National

Automated Clearing House Association rules and Federal Regulation J for wire transfers. This agreement is also subject to all fund transfer system rules, rules of the Board of Governors of the Federal Reserve System and their operating circulars. Among other things, these rules provide that payments made to or originated by you are provisional until final settlement is made. If we do not receive payment, you agree to refund us the amount credited to your account and the originator will not be considered to have paid that amount to you.

We will notify you of funds electronically debited from or credited to your account via wire transfer or ACH in the account statement covering the period in which the transaction occurred. We will not provide you with any additional notice unless required by applicable law.

For online wire transfer origination or ACH origination, your business must apply for and be approved by Golden 1 Credit Union to access this service. As such, not all business members will be authorized to use our wire transfer origination service or ACH origination service. Please refer to the Business Digital Banking Services Agreement for more information regarding these digital services.

Stop Payments. You may ask us to stop payment on checks and drafts drawn on your account that we have not yet paid by submitting a stop payment order in the manner required by law. A stop payment order can be placed by any owner or authorized signer on the account. We must receive the stop payment order in enough time to allow us a reasonable opportunity to act on it before our stop-payment cutoff time, which is one hour after the opening of the next business day after the business day on which we receive the item. For example, if we receive the item at 3:00 p.m. on a Wednesday, our stop-payment cutoff time is one hour after opening on Thursday. Please be aware that anyone holding the item may be entitled to enforce payment against you despite the stop payment order. Please refer to our separate Business Services Fee Schedule for the amount we will charge you for each stop-payment order you give.

Most stop payment orders are processed electronically. Therefore, to be effective, your stop payment order must identify precisely the number, date, and amount of the item and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. A stop payment order given to us in writing is generally effective for six months and will lapse after that time if not renewed by you in writing before the six (6) month period ends. We are not obligated to notify you when a stop payment order expires, and it is your responsibility to renew the stop payment order if needed. Any owner or authorized signer on the account may request release of a stop payment order.

If we incur any damages or expenses because of a stop payment that you put in place, you agree to indemnify us

for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or other holder of the item and agree to cooperate with us in any legal action that we may take against such persons.

For rules governing stopping payment of electronic fund transfers (EFTs), please see the discussion of Preauthorized Payments in the Electronic Fund Transfers section of this Agreement.

Statements; Reporting Errors. You will have access to a monthly electronic account statement for your Business Money Market Savings and Business Checking accounts and will receive an electronic account statement from us for your Business Savings account(s) at least quarterly. These statements will be made available to you via Business Online Banking. Your statement may include changes in terms and other important disclosures and notices regarding your account(s). Your statement will reflect all business deposit accounts you hold within the same membership number associated with your share account. Please review your statements (and any items or images of items made available to you, and any statement inserts) as soon as they arrive. You must promptly report any unauthorized or missing signatures, alterations, forgeries, or other errors. Failure to notify us in a timely manner may result in losses that Golden 1 will not cover. In no event will you have more than 30 days from when the statement is first sent or made available to you, to examine the statement and report any errors to us. If you fail to examine your statement and report any errors timely, you cannot make a claim against us for any items in that statement and as between you and us the loss will be entirely yours.

For provisions regarding errors relating to electronic fund transfers, refer to the discussion of member liability in the Electronic Fund Transfers section of this Agreement. For provisions regarding errors relating to a substitute check, refer to the section of this Agreement entitled Substitute Checks.

Pledges. Each owner of this account may pledge all or any part of the funds in it for any purpose. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective.

Notification; Death of Owner or Dissolution of Business. In the event of death of the Business Owner (if a sole proprietorship) or dissolution of the business, you hereby agree to promptly notify Golden 1, in accordance with applicable state law. Funds in your share and deposit accounts shall be payable in accordance with applicable law, and we may require any survivor or claimant to produce certain documents prior to releasing remaining funds. If you or anyone with a right to withdraw funds from your Account(s) dies or is adjudicated incompetent, we may continue to honor your checks, transfer orders or other items, and instructions until we know of the death or adjudication and have had a reasonable opportunity to act

on that knowledge, including honoring any stop payments on the items. You agree that we can require anyone who claims funds in your Account(s) after death or dissolution to indemnify Golden 1 for any losses resulting from honoring any claims. Death or dissolution will not relieve you of any debts or obligations you may have to Golden 1.

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

Closing Your Account. Any signer on an account may request to close the account by calling Business Member Support at **1-877-909-5656**. When you close your account, you must keep sufficient funds available in the account to cover any outstanding items and charges to be paid from the account. Items presented for payment after the account is closed may be dishonored. If you wish to close your account or end your membership with Golden 1, you must notify us. Transferring all funds out of the account or otherwise reducing the account balance to zero is not sufficient notice and will not prevent fees from being charged to the account, as applicable.

We may close your account if your Golden 1 membership terminates (as discussed earlier in this Agreement), or by giving reasonable notice to you and tendering the account balance personally or by mail. In some cases, such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the account closure becomes effective.

We may reopen your account if we receive a dishonored or returned item that you are responsible for, such as a preauthorized debit initiated on your account and not canceled prior to account closure. You will have to repay any balance due arising from such transaction.

ONLINE STATEMENTS AND NOTICES

This Agreement authorizes Golden 1 to provide to you in electronic format through the utilization of electronic email, or website posting, or through logged in website interaction the following (collectively, the "Online Statements and Notices") regarding your account, to the extent applicable to you:

Account Statements: Electronic account statements and disclosures; any notice regarding the balance or general status of your account(s) or related services on the account(s), such as overdraft or account balance notices; and any tax notices regarding your account(s);

Loan Statements: including any tax notices;

Important Information: Documents and information we are required to or otherwise want to share with you on a periodic basis, including monthly statement inserts, and quarterly newsletters;

Any change in terms or subsequent disclosures or notices applicable to your Account Statement, Card Statement, or Loan Statement, including disclosures or notices that federal laws and regulations might require the Credit Union to provide to you, from time to time; and

Any notice regarding hardware or software changes that may impact your ability to access Online Statements and Notices, including any notice revoking or limiting access to our website to access Online Statements and Notices or certain information previously provided to you.

Some categories of documents or individual items within these categories, may not yet be available electronically. You will receive any documents not yet available electronically in paper form until such time as they become available electronically, at which point you will receive them in electronic format. We will provide notice to you when any such documents become available electronically.

You may obtain paper copies of any of the Online Statements and Notices the Credit Union provides to you electronically by logging in to business online banking and printing a copy.

For you to access and retain the Online Statements and Notices, you will need a computer as well as a working connection to the Internet. Golden 1 Business Services Online Banking supports the current and two most recent publicly released major versions of the following browsers:

Windows®
Google Chrome (RECOMMENDED)
Mozilla Firefox
Microsoft Edge

Mac®
Google Chrome (RECOMMENDED)
Mozilla Firefox
Apple Safari

If we change the minimum hardware or software requirements needed to access or retain the Online Statements and Notices, and the change creates a material risk that you will not be able to access or retain a subsequent record, then before the change takes effect, we will advise you of the change and let you know what the new requirements are.

Your Online Statements and Notices will be provided to you through your online banking portal so you should complete your enrollment in Business Services Online Banking as soon as practicable. You may periodically receive an email notification that an electronic record is available for review. We reserve the right, from time to time, to deliver one or

more Online Statements and Notices in paper form instead of electronic form by mailing the Online Statements and Notices to the last known mailing address in our records for you. In the event that we do so, this Disclosure remains in effect, and we may continue to provide Online Statements and Notices to you in electronic form.

To ensure that we are able to provide you with Online Statements and Notices, you must supply us with your current email address and update us with any changes, as specified by this Agreement. If you fail to update or change an incorrect email address or other contact information, you understand and agree that any Online Statements and Notices shall nevertheless be deemed to have been provided to you if they were made available to you in electronic form in business online banking or emailed to the email address that we have for you in our records.

We reserve the right, at our sole discretion, to discontinue providing records in electronic format. We also reserve the right to change the terms and conditions of this disclosure, providing notice to you if required by law.

If you download or print any confidential materials, such as your statements, tax notices, or transaction history, be sure that you store them in a secure environment, just as you would paper-based Credit Union records.

Paper Version of Communication. This Agreement is available for viewing online at any time and can be downloaded or printed using your computer and a printer. You may request a paper version of this Agreement or any other Communication we provide to you electronically by contacting Business Member Support at 1-877-909-5656 or by visiting golden1.com. We will mail paper copies of a Communication to you (at the address shown on our records) within ten (10) Business Days after the date we receive your request. Although we do not currently impose a fee or other charge for the initial paper copy of your Communications, we reserve the right to impose a fee or charge in the future and to change such fee at any time.

FUNDS AVAILABILITY POLICY

This policy applies to all accounts. Please remember that you are responsible for any loss that occurs if any item is returned to us for any reason, including if it is fraudulent, counterfeit, or otherwise invalid, regardless of whether the amount of the item has been made available for your use. All deposits are subject to verification.

Your Ability to Withdraw Funds. Our general policy is to make funds from your cash, check, and electronic direct deposits available to you on the same business day we receive your deposit. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays.

If you make a deposit before the cutoff of 1:15pm Pacific Standard Time (PST) through Mobile Deposit, we will

consider that day to be the day of your deposit. However, if you make a deposit after the cutoff of 1:15pm PST on a business day, we will consider that the deposit was made on the next business day we are open.

Once the funds are available, you can withdraw them in cash and we will use them to pay transactions you have authorized, including checks you have written, subject to certain exceptions described in this policy.

Longer Delays May Apply. In some cases, we will not make all of the funds that you deposit by check available to you on the same day we receive your deposit. Funds may not be available until the second business day after the day of your deposit. The first \$275 of your deposits, however, will generally be available on the same day.

If we are not going to make all the funds from your deposit available on the same day we receive your deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- A check must be submitted for collection.
- You deposit checks totaling more than \$6,725 on any one day.
- You redeposit a check that has been returned unpaid.
- You deposit checks by ATM or Mobile device.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

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

In addition, all wire transfers are subject to internal review based on the amount of the transaction, availability of funds, a successful fraud screening, and such other factors that the Credit Union may determine to apply from time to time. In the event we determine that there are risks associated with a transfer, we may delay or cancel the transfer and notify you, or direct you to contact us to provide additional details on the transfer before funds are released.

Special Rules for New Accounts. The following special rules will apply to new accounts. Your account is considered a new account for the first 30 days after the first deposit is made unless you already have an established account with us. Funds from electronic direct deposits to your account will be available on the effective date of the deposit. Funds from deposits of cash, wire transfers, and the first \$275 of a day's total deposits checks will be available on the same day as the day of your deposit if the

deposit meets certain conditions. For example, the checks must be payable to your business. The excess over \$6,725 will be available on the seventh business day after the day of your deposit.

Holds on Other Funds. If you have more than one account with us and we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately from the account that received the deposit, while holding a corresponding amount of funds that you have on deposit in your other account(s) with us. The funds in the other account would then not be available for withdrawal until the time described elsewhere in this Agreement for the type of check that you deposited.

Deposits at Automated Teller Machines (ATM). Funds from any deposits (cash or check) made at an ATM, whether or not we own or operate the ATM, may not be available until the second business day after the day of your deposit.

OVERDRAFTS AND RETURNED ITEMS

How Do We Calculate Available Balance? We use your available balance to determine whether you have sufficient funds in your account to cover a transaction. In determining the available balance in your account, we consider all transactions that have posted to your account, any holds that may be in place on deposits you have made (as discussed in the Funds Availability section of this Agreement), and any pending transactions that we have authorized but that have not yet posted to your account. For point-of-sale transactions, such as when you use your debit card with a merchant, we calculate your available balance at the time the transaction is authorized (subject to the details regarding authorization holds discussed in the following section). For ACH transactions or checks drawn on your account and presented by other financial institutions, we calculate your available balance at the time we post the transaction.

The amount we show as your available balance at any given time reflects the most current records we have about the funds that are available for withdrawal from your account at that time. However, for a variety of reasons, this amount might not represent the funds in your account that will actually be available to cover a particular transaction. For example, the amount shown as your available balance does not reflect outstanding checks you have written which have not yet been presented to us for payment, automatic bill payments you have authorized, or other outstanding transactions that have not been paid from your account. In addition, your available balance may not reflect all of your debit card transactions, as explained in the next section entitled Authorization Holds for Debit Card Transactions. Depending on how and when these items are presented to us relative to a transaction you want to make, you may still overdraw your account even though the available balance appears to show there are sufficient funds to cover the transaction. **It is your responsibility to record and track**

all of your transactions closely to ensure there are sufficient funds in your account.

Your available balance is different from your ledger (or account) balance, which is the current posted balance in your account. Your ledger balance includes only posted deposits and withdrawals. It does not include any pending transactions, and it may include deposits that are not yet available for withdrawal (such as check deposits that have holds). The amount displayed on your periodic statements from us is your ledger balance.

Authorization Holds for Debit Card Transactions. When you make a purchase with your debit card, the merchant may seek our prior authorization for the transaction. In these situations, we generally place a temporary hold (called an “authorization hold”) against some or all of the funds in the account linked to your debit card. The amount of an authorization hold may differ from the actual transaction amount because the actual transaction amount may not yet be known to the merchant when the authorization request is submitted (such as a gas station purchase, or hotel stay). The amount of the authorization hold will be subtracted from your available balance, generally in real time as received by us throughout each day.

We will release the authorization hold when the transaction clears or after approximately two calendar days, whichever is first. If the merchant does not submit the transaction for payment and we release the authorization hold, your available balance will no longer reflect this transaction. We still must honor the prior authorization and pay the transaction from your account when the transaction is submitted for payment even after the hold has been released, even if it results in your account being overdrawn. For this reason, it is important to record and track all of your transactions closely to ensure you have sufficient funds in your account.

| YOU MAY STILL OVERDRAW YOUR ACCOUNT EVEN THOUGH YOUR AVAILABLE BALANCE APPEARS TO SHOW THERE ARE SUFFICIENT FUNDS TO COVER THE TRANSACTION | |
|--|--|
| Available balance | \$2000 |
| But... | You wrote a \$1000 check yesterday that hasn't yet posted to your account. |
| Next transaction | \$1200 purchase, posted to your account |
| Outcome | Your account has insufficient funds to cover the check; when the check is presented for payment, it will either be returned (and we may charge you an insufficient funds fee) or, if you have opted in to overdraft protection, we will transfer available funds from an eligible savings account in increments of \$200 to cover the entire amount of the item presented. |

Operation of Account and Order of Posting. The order in which we process transactions can affect your available balance and any overdraft fees you incur. We reserve the right to determine the timing and order in which such transactions are posted to your account to the extent permitted by law regardless of whether additional fees result.

It is important to understand that transactions are generally not processed in the order in which they occurred. We receive deposit and withdrawal transactions in many different forms. Some items are received by us individually and others are received in batches throughout each day. Examples of items that we currently receive individually include debit card transactions and ATM withdrawals. These individual items are generally posted to your account as they are received by us each business day. Examples of items that we currently receive in batches include checks drawn on your account presented by other financial institutions and ACH transactions. We generally post batched transactions as they are received by us throughout each business day.

We may change the timing and posting order of when items are posted during the day, and whether they are posted individually or in batches at any time without notice to you, except to the extent limited by regulatory and judicial authorities.

What is an Overdraft? An overdraft occurs when the available balance in your account is insufficient to cover a transaction, but we pay it anyway. Your account is considered overdrawn when the available balance in your account is negative.

What Happens if Your Account is Overdrawn? When we determine that the available balance in your account is not sufficient to cover a check or other item presented for payment, we consider the check or other item an insufficient funds item. If you have enrolled in optional overdraft protection and have enough available funds in the linked account, we will transfer funds to cover the item. Otherwise, without notice to you, we will either (i) authorize/ pay the insufficient funds item and overdraw your account, or (ii) decline or return the insufficient funds item without payment.

We are not obligated to pay any item presented for payment against your account if the available balance in your account is insufficient to cover the item. We pay overdrafts at our discretion, which means we do not guarantee that we will always, or ever, authorize and pay them. If we overdraw your account to pay items on one or more occasions, we are not obligated to continue paying future insufficient funds items. If we do not authorize and pay an overdraft, then we decline or return the transaction unpaid.

You can avoid fees for overdrafts and returned items by making sure that your account always contains a sufficient

available balance to cover all of your transactions. To help you avoid overdrafts and returned items, we offer an optional overdraft protection plan described in the next section entitled Optional Overdraft Protection.

Optional Overdraft Protection. We offer an optional overdraft protection plan, where funds from another account, such as your savings account, are used for overdraft protection. If you opt to enroll in this service, in the event of an overdraft, we will automatically transfer available funds in increments of \$200, up to the available balance, from the designated account to satisfy the amount of the overdraft. Please contact Business Member Support at 1-877-909-5656 for more information or to opt-in or opt-out of Overdraft Protection.

The Responsibility is Yours. You are solely responsible for keeping track of the funds in your account that are available for you to use before you write a check, make a cash withdrawal at an ATM, use your debit card, or initiate any other transaction. We encourage you to manage your funds responsibly. Among other things, you should keep a running balance that reflects all of your transactions, including outstanding transactions you may have authorized that have not yet been paid from your account (such as outstanding checks or automatic bill payments). ***It is your responsibility to ensure that a transaction will not overdraw your account.***

SUBSTITUTE CHECKS AND YOUR RIGHTS

What Is a Substitute Check? To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Your Rights and Obligations. Some or all of the checks that you receive back from us may be substitute checks. If you receive a substitute check from us, you must exercise reasonable promptness in examining it to determine whether any payment was not authorized because the substitute check was altered, or because it contains an unauthorized signature. If, after examining the substitute check, you discover an issue and believe you have suffered a loss as a result of the substitute check posted to your account, it is your duty to notify us promptly. If you would like to contact us about a substitute check that you received, please contact Business Member Support at 1-877-909-5656.

ELECTRONIC FUND TRANSFERS

We offer a variety of electronic fund transfer services you can use to access funds in your account(s) and perform other transactions. This section describes some of these

services and provides certain disclosures that apply to your use of these services. Some of these services are governed by separate agreements provided to you at the time your card is mailed or when you sign up for the services (e.g., ATM and Mastercard® Debit Cards; and Mobile and Online banking).

Transfer Types and Limitations. We are capable of handling the following types of electronic fund transfers. Some of these may not apply to your account. The actions you may perform through each type of transfer, if applicable to your account, are set out below.

Transfers Initiated by Third Parties - You may authorize a third party to initiate recurring and/or one-time electronic fund transfers between your account and the third party's account. These transfers may use the Automated Clearing House (ACH) or other payment network. You will be required to provide the third party with your account number and other information in order to process the third-party transfer. Examples of these transfers include:

- Preauthorized credits, in which certain direct deposits are accepted into your account(s).
- Preauthorized payments, in which you pay certain recurring bills from your account(s).
- Electronic check or draft conversions, in which a merchant or other payee initiates a one-time payment from your account(s) for a purchase or to pay a bill.
- Electronic returned check or draft charge, in which a merchant or other payee collects a charge in the event a check or draft is returned for insufficient funds.

Wire and ACH Transfers. Certain fund transfers into or out of your Account are governed by Federal Regulation J and/or the rules of the National Automated Clearing House Association (Nacha) and are subject to all fund transfer system rules and operating circulars of the Federal Reserve System. Generally, these transfers involve transactions initiated by you from your Account, or a third party asks another financial institution to make to your Account. We may process payments to or from your Account through ACH transactions or via Fedwire, the electronic payments system operated by the Federal Reserve System. By using or accepting funds transfer services offered by Golden 1, you agree to comply with all applicable rules and regulations set by us, the Federal Reserve System, and various automated clearinghouses, including any amendments to these rules over time.

ATM and Mastercard® Debit Card Transfers - You may access your account(s) by ATM using your Mastercard® Debit Card and PIN.

Online and Mobile Banking Transfers - You may access your account(s) through the internet by logging on to our website at golden1.com or our mobile banking app using your username and password.

Point-of-Sale Transactions. You may access your checking account(s) using your Mastercard® Debit Card to purchase goods, pay for services, get cash from a merchant (if the merchant permits) or from a participating financial institution, and do anything that a participating merchant will accept, subject to the dollar limitation disclosed in writing at card issuance.

Advisory Against Illegal Use - You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo, for example by an online merchant, does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located. In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG, this notification is to inform you that restricted transactions are prohibited from being processed through your account or relationship with our institution. Restricted transactions are transactions in which a person accepts credit, funds, instruments, or other proceeds from another person in connection with unlawful Internet gambling.

Non-Mastercard Debit Transaction Processing - We have enabled non-Mastercard debit transaction processing. This means you may use your Debit Card on the PIN-Debit Network* (a non-Mastercard network) with or without using a PIN.

The provisions of your agreement with us relating only to Mastercard transactions are not applicable to non-Mastercard transactions. For example, certain limits on liability (sometimes referred to as Mastercard's zero-liability program) and the streamlined error resolution procedures offered on Mastercard debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

*Mastercard Rules generally defines the **PIN-Debit Network** as any alternative network outside of Mastercard's own processing infrastructure that authenticates transactions by use of a personal identification number (PIN). Mastercard debit cards can connect with various PIN-debit networks (e.g., Pulse, NYCE, STAR) that are separate from Mastercard's network, giving cardholders and merchants flexibility in processing transactions.

Fees. For fees applicable to your account, refer to the separate Business Services Fee Schedule. We do not charge a fee for direct deposits to any type of account, and we do not charge for preauthorized payments from any type of account.

ATM Out-of-Network Fees - When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used. This fee is in addition to any fees Golden 1 may charge for the out-of-network transaction. Golden 1 considers a balance inquiry made at an out-of-network ATM to be a transaction. You may be charged a fee for a balance inquiry even if you do not continue with a withdrawal or transfer. If you perform

a balance inquiry followed by a withdrawal or transfer, both an inquiry fee and a withdrawal/transfer fee may be charged. For more information regarding ATM out-of-network fees, refer to the ATM Services section of the separate Business Services Fee Schedule.

Mastercard® Foreign Transaction Fee - Transactions that you incur in foreign currencies will be posted to your account in U.S. dollars. Foreign transactions are normally converted to U.S. dollars by the network processing the transaction, which may impose a fee for this service. Since conversion may occur after the date of the transaction, the conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date. You agree that the transaction amount as converted by the network may be deducted from your account, as well as any conversion charges which are imposed. You agree to accept the converted amount in U.S. dollars.

Mastercard charges us an International Service Assessment (ISA) fee on all international transactions regardless of currency conversion. We may pass part or all of this fee on to you. An international transaction is one that is processed outside of the United States, regardless of where the purchase took place (e.g., it may include an online purchase from an international merchant). The currency conversion rate used to determine the transaction amount in U.S. dollars is either (i) 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 (ii) the government-mandated rate in effect for the applicable central processing date, in each instance in addition to the Mastercard ISA fee. Please see the separate Business Services Fee Schedule for current fees.

Disclosure of Account Information to Third Parties. We will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers;
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- In order to comply with government agency or court orders; or
- As explained in our Privacy Notice.

Documentation.

Terminal Transfers - You can get a receipt at the time you make any transfer to or from your account(s) using your Mastercard debit card at an ATM or point-of-sale terminal.

Preauthorized Credits - If you have arranged to have direct deposits made to your account(s) at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money. You can also contact us

at **1-877-909-5656** to find out whether or not the deposit has been made.

Periodic Statements - You will receive a monthly account statement from us for your checking account(s). You will receive a monthly account statement from us for your savings account(s), unless there are no transactions in a particular month, in which case you will receive a statement at least quarterly. For additional information regarding your statements, see the section of this Agreement entitled "Statements; Reporting Errors."

Preauthorized Payments.

Right to stop payment and procedure for doing so

- If you have told us in advance to make preauthorized, or regular payments out of your account, you can stop any of these payments by calling or writing us at the telephone number or address listed in this Agreement. We must receive your request at least three (3) business days before the payment is scheduled to be made. If you call, we may also require you to send your request to us in writing within 14 calendars days. You may place a single stop payment or a series of stop payments for up to six (6) months, which will lapse after that time if not renewed by you. Please refer to our separate Business Services Fee Schedule for the amount we will charge you for each stop-payment order you give. Please be aware that your stop payment request will not cancel your agreement with the payee (for example, if you have a recurring monthly payment for cellular phone service, stopping your payment with us does not cancel your agreement with your mobile provider).

Liability for failure to stop payment of preauthorized transfer - If you order us to stop regular payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Golden 1's Liability for Failure to Make Transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If there is some other exception stated in our agreement with you.

Member Liability for Unauthorized Transfers. Tell us AT ONCE if you believe your debit card and/or code (e.g., your PIN) has been lost or stolen, or if you believe that an electronic fund transfer has been made without your

permission using information from your check or draft. Contacting Business Member Support at 1-877-909-5656 is the best way of keeping your possible losses down.

Additional limit on liability for Mastercard® Debit Card -

Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions made using your lost or stolen Mastercard® Debit Card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Mastercard or Plus networks, or to transactions using your Personal Identification Number which are not processed by Mastercard®. Mastercard is a registered trademark of Mastercard International Incorporated. If you believe your card and/or code has been lost or stolen, call Business Member Support at 1-877-909-5656 or write us at the address listed in this Agreement. You should also call or write to the address listed in this Agreement if you believe a transfer has been made using the information from your check without your permission. Please exercise care and discretion when using an automated teller machine (ATM) or night deposit facility. The following suggestions may be helpful reminders.

- Prepare for your transactions at home to minimize your time at the ATM or night deposit facility.
- Do not accept assistance from anyone you do not know.
- Do not lend your debit card to anyone.
- When you make a deposit at an ATM or night deposit facility, notice your surroundings. Look out for suspicious activities, particularly during or after sunset. At night, be sure that the facility (including the parking area and walkways) is well lit and consider having someone accompany you. If you observe any problem or suspicious activity, consider going to another ATM or night deposit facility, or returning at another time.
- At a drive-up facility, make sure all your car doors are locked, and all of the windows (except the driver's window) are rolled up, and keep the engine running.
- Do not share your Personal Identification Number (PIN) with anyone. Do not give anyone information regarding your debit card or PIN over the telephone. Do not write your PIN where it can be discovered, such as keeping a note of your PIN in your wallet or purse. Shield your PIN from others' view when entering it into an ATM. Never enter your PIN in an ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner.
- Refrain from displaying your cash and put it away as soon as your ATM transaction is completed. Wait to count the cash until you are in the safety of your own home or other secure location.
- Protect your debit card as though it were cash. Do not leave your card at the ATM. Save your ATM receipts and do not leave them or any other documents at any ATM or night deposit facility.

- Promptly notify us if you lose your debit card or if it is stolen. Consult the Electronic Fund Transfer section of this Agreement for additional information about what to do if your card is lost or stolen.
- Mark each transaction in your account record, but not while at the ATM or night deposit facility.
- Compare your records with the account statements or account histories that you receive.
- Please tell us if you observe any problem with an ATM or night deposit facility, such as if the ATM or facility is damaged or non-operational in any way. Please report any suspicious activity or crimes immediately to both the facility management and local law enforcement officials.

All Mastercard® Debit Cards are nontransferable and are property of Golden 1. We may cancel, modify, or restrict the use of any card upon proper notice or without notice if your account is overdrawn or where necessary to maintain or restore the security of accounts on the ATM system.

Error Resolution Notice. It is imperative that you review your account daily and carefully examine your monthly statements. We must hear from you no later than 30 days after we sent the FIRST statement on which the problem or error appeared. In case of errors or questions about your electronic transfers, write or call us at the address or telephone number below as soon as you can.

GOLDEN 1 BUSINESS SERVICES
P.O. BOX 15207
SACRAMENTO, CA 95851-0207
1-877-909-5656

- Tell us your name and account number (if any).
- 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.
- Tell us the dollar amount of the suspected error

If you notify us about an error, we will begin investigating the issue promptly and aim to resolve errors in a timely manner. We may request additional information or documentation to assist in our investigation. The exact timeline for resolution will depend on the specifics of the issue.

GENERAL TERMS AND CONDITIONS

Dispute Resolution; Arbitration. If you have a dispute with us, we want to resolve it as quickly and easily as possible. Please contact us to discuss your concerns. If we are unable to resolve a dispute informally, then you and we agree that either party may elect to resolve it as provided in this Arbitration Provision. Please read it carefully. **THIS ARBITRATION PROVISION AFFECTS YOUR RIGHTS BY LIMITING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR**

REPRESENTATIVE ACTION, AS WELL AS DISCOVERY AND RIGHTS TO APPEAL.

Scope - As used in this Arbitration Provision, a "Claim" means any and all controversies, disagreements, or other disputes between you and us arising out of or relating to this agreement, your membership in the credit union, or the relationship that arises between you and us from your use of the credit union's products and services. A Claim has the broadest possible meaning and includes disputes in the past, present or future, whether based under a statute, in contract, tort or otherwise, and including any claim for injunctive or declaratory relief. A Claim includes disputes about the validity, enforceability, or scope of this Arbitration Provision. If applicable law provides that a Claim is not subject to binding arbitration, this Arbitration Provision will not apply to such Claim. For example, if you are on active-duty military service or a spouse or dependent of a person who is on such active-duty military service and a Claim involves a covered transaction under the Military Lending Act, this Arbitration Provision will be inapplicable to such Claim. Similarly, this Arbitration Provision will not apply to a dispute arising from a consumer credit transaction secured by a dwelling.

How this Provision Relates to Other Arbitration

Agreements Between You and Golden 1 - If you and we have previously entered into an agreement to arbitrate Claims between us, then the terms of this Arbitration Provision will control. If you and we later enter into an agreement to arbitrate claims, then to the extent this Arbitration Provision is applicable and enforceable, this Arbitration Provision will control.

How Claims Will Be Resolved - You or we may elect to resolve any Claim through binding and final arbitration and not in a court of law. If either party elects to arbitrate a Claim, with limited exceptions, neither you nor we will have the right to litigate such Claim in court or have a trial of such Claim before a judge or jury.

Arbitration Procedures - If you or we elect to arbitrate a Claim, it will be resolved by mandatory binding arbitration. A Claim may be submitted to binding arbitration at any time, regardless of whether you or we have previously initiated any lawsuit or other proceeding. The arbitration will be heard and determined by one neutral arbitrator. The arbitrator's decision will be final and binding and may be enforced in any court of competent jurisdiction. The arbitrator will follow applicable substantive law and give effect to the applicable statute of limitations, defenses and privileges. Unless you and we agree otherwise, the arbitration hearing will be conducted in Sacramento County, California, and either you or we may appear by telephone. You and we agree to maintain the confidentiality of any arbitration proceeding, meaning that you and we agree not to publicize or disclose to third parties its existence, content, subject or resolution, except as required by law.

Arbitration Rules - Claims will be administered by the American Arbitration Association (“AAA”) or any other arbitration organization acceptable to you and us (either, an “Arbitration Administrator”). The Arbitration Administrator will administer the arbitration proceeding and the selection of arbitrator according to its rules at the time the Claim is filed (“Arbitration Rules”). If the AAA is selected as the Arbitration Administrator, then the Arbitration Rules will be the AAA’s Commercial Arbitration Rules. You may obtain a copy of the Arbitration Rules by contacting the Arbitration Administrator or visiting its website (1-800-778-7879 or www.adr.org if the AAA is selected). The arbitrator will be appointed in accordance with the Arbitration Rules, and he or she must be a retired judge or attorney with more than 10 years of experience and knowledge of the laws applicable to financial transactions. If the Arbitration Rules conflict with this Arbitration Provision, the terms of this Arbitration Provision will control. This Arbitration Provision is made in connection with a transaction involving interstate commerce and is governed by the Federal Arbitration Act.

Class Action Waiver - All Claims will proceed on an individual basis on behalf of the named parties only. Claims may not be arbitrated on a class or representative basis. Neither you nor we may act as a class representative nor participate as a member of a class of claimants with respect to any Claim. You agree not to bring a Claim against us on behalf of any other person, and you agree that no other person may bring a Claim against us on your behalf. The arbitrator may not consolidate or join the claims of other persons who may be similarly situated. If the terms of this Class Action Waiver section are found to be unenforceable with respect to a Claim, then such Claim may, at our election, be arbitrated on a class or representative basis or litigated in court.

Arbitration Fees and Costs - You agree that you will pay all fees and costs you are responsible for pursuant to the Arbitration Rules. We agree that we will pay all fees and costs that we are responsible for pursuant to the Arbitration Rules. Notwithstanding anything to the contrary in the Arbitration Rules, each party will pay its own attorneys’, expert and other fees not covered by the Arbitration Rules, unless awarded by the arbitrator under applicable law.

Other Rights - You and we retain the right to seek remedies in small claims court for any Claims within that court’s limited jurisdiction. Nothing in this Arbitration Provision prevents you from filing a complaint against us with regulatory agencies, or us from exercising peaceful self- help remedies, such as setoff rights. Either you or we may delay enforcing or not exercise rights under this Arbitration Provision without waiving them. This Arbitration Provision will survive the termination of this agreement, your membership and your account(s) with us, any bankruptcy and any legal proceedings to collect a debt. If any part of this Arbitration Provision is found to be invalid or unenforceable, then that specific part shall be severed, and the rest of this Arbitration Provision will continue in full force and effect.

Limitation of Golden 1’s Liability. To the fullest extent permitted by applicable law, and notwithstanding any other provision of this Agreement or other document governing our relationship with you:

- We will not be liable for any failure to perform or delay in performing with respect to any of our services except solely to the extent that our action or omission constitutes gross negligence or willful misconduct, to which your actions or omissions have not contributed in any way.
- We will not be liable for any mistake, delay, loss, expense, or damage which happens for any reason beyond our reasonable control, including without limitation acts or pronouncements of civil, military, or banking authorities, national or state emergencies, pandemics, quarantines, strikes or other labor unrest, insurrection, war, riots, acts of terrorism, failure of transportation, communications, or power supply, or malfunction or unavoidable difficulties with our equipment.
- We will not be liable for any failure, refusal, or delay in executing the transmission or receipt of a payment order, money transfer, wire transfer, ACH transaction, electronic transmission, or other customer transaction on your behalf or benefit, if such execution or fulfillment would result in the violation by us of any applicable rule, law, regulation, or order, or funds transfer system rule or policy, or a policy of ours or any of our affiliates.

We provide services “as is” without any warranty of any kind, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. There is no warranty that your use of our services will be uninterrupted or error-free. There is no warranty against interference with your enjoyment of the information contained in connection with our services or against infringement. You assume all risks of the use, results, and performance of our services. We are not responsible for any errors or failures caused by the malfunction of any of our services. We are also not responsible or liable for any computer virus caused by or introduced through the use of our services. We are not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be our agent.

If an arbitrator or court finds that we are liable to you because of what we did or did not do under or in connection with this Agreement, you may recover from us only your actual damages, in an amount not to exceed the total fees and charges paid by you to us under and in connection with this Agreement during the six-month period immediately preceding the event giving rise to our liability. You agree that the dollar limitation described in the preceding sentence is reasonable, to the extent permitted by applicable law.

In no event will you be able to recover from us any special, consequential, exemplary, indirect or punitive damages or losses of any kind, even if you advise us of the possibility of such damages or losses.

Fees and Charges. By opening an account, you agree to the terms of the account and the separate Business Services Fee Schedule as it may be modified from time to time, and authorize us to deduct any fees directly from the account balance as accrued without further notice to you. In addition, we may charge, and you agree to pay, any reasonable additional fees for services you request which are not covered by this Agreement, the Business Services Fee Schedule, or any other agreement you have with us.

Repayment of Indebtedness; Our Right of Offset.

Sole proprietorships. You agree to pledge all shares, payments on shares, dividends on shares and deposits (excluding IRA accounts or other accounts to the extent that applicable law precludes the pledge of such accounts) in all joint and individual accounts held by you with Golden 1, as security for all your obligations with us. These obligations include but are not limited to principal, interest, late charges, finance charges, account shortages resulting from overdrafts, costs, and expenses, including attorneys' fees. You agree that you own any shares pledged and that there are no liens against them other than ours. Our lien is independent of any security agreement you may sign, and we may enforce our lien in any manner, at any time allowed by law. If you default on your obligations for any reason, you agree that we can immediately apply any and all pledged shares payments, dividends, and deposits without further notice to you to collect all or part of what you owe us unless prohibited by applicable law. You are liable whether the obligation or account shortage was caused by you or another with access to your account, and regardless of whether you benefitted from it.

Business Entities. Golden 1 has a statutory lien on any or all funds in any accounts opened in the future by the Business Member. We may apply the funds on which we have a lien to pay off any indebtedness of the business member. You agree that we may offset against or deduct from any business member account any amounts due or to become due to us by any business member. We may do so without prior notice to you. If we choose not to enforce our lien or exercise our offset rights, we do not waive our right to do so at a later time.

Government Payment Reimbursement. In certain circumstances a government agency may require reimbursement for a benefit payment that was previously released for direct deposit. If for any reason a federal government agency requires us to reimburse it, in whole or in part, for any benefit payment that was deposited into your account, you agree that we may (i) deduct the required amount from the account or from any other account you have with us, at any time and without prior notice to you, except as otherwise prohibited by law; or (ii)

use other legal or equitable remedy to recover such amount from you.

Unclaimed Property. We are required by law to turn over accounts considered abandoned to the applicable state. Your account is usually considered abandoned if, within the time period specified by applicable unclaimed property law, you have not made a deposit or withdrawal, written to us about the account, or otherwise shown an interest in the account (such as asking to keep the account active). We will notify you to the extent required by applicable law before we turn over an abandoned account. After we turn the funds over to the state, we have no further liability to you for the funds and you must apply to the appropriate state agency to reclaim them.

Legal Actions Affecting Your Account. We will comply with any subpoena, levy, garnishment, or other order (each, a "Legal Action") served on us relating to your account. This may require us to disclose your nonpublic personal information (such as your social security number or birthdate), even if the Legal Action involves less than all account owners or authorized users. You will be notified of the Legal Action if required by law. It is your responsibility to take any action necessary to object to or contest our compliance with the Legal Action.

At our discretion, we may also place a hold (refuse payment or withdrawal of funds) on any account that is subject to a Legal Action pending a final court order or judicial determination. In addition, we may place a hold on the funds in your account if it becomes subject to a claim adverse to your own interest or if others claim an interest as survivors or beneficiaries of your account. We may keep this hold in place until we receive notice that the dispute has been resolved. We will not be liable to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or restricted access in accordance with a Legal Action or other claim involving your account.

We may charge your account for any fees (including reasonable attorneys' fees) or expenses we incur in investigating or responding to any Legal Action, claim, collections action, or other dispute involving your account, to the extent permitted by law. All such costs and fees can be deducted from your account when incurred without notice to you.

Advisory Against Illegal Use. You agree not to use your account for illegal gambling or other illegal purpose. In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG, this notification is to inform you that restricted transactions are prohibited from being processed through your account or relationship with our institution. Restricted transactions are transactions in which a person accepts credit, funds, instruments or other proceeds from another person in connection with unlawful Internet gambling.

Governing Law. Your contractual relationship with us is governed by federal law and, to the extent not otherwise preempted, the laws of the state of California, without regard to its conflicts of law principles.

Privacy. Your privacy is important to us. We will process and maintain the confidentiality of your personal information in accordance with our privacy policies and applicable law. Our CCPA Notice for California Residents describes how we collect and use your personal information in connection with our provision of business products and services. You can find this notice, and additional information about our privacy practices, at golden1.com/terms-and-conditions/privacy-and-security.

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

General Notices, Correspondence, and Oral Communications from Us. We will make available any notice, document, or correspondence regarding your Account via Business Online Banking. You authorize us to update any address on the Account (at our option) with any address change received from the U.S. Postal Service. Notices may be included in any Golden 1 publication. Notices and other documents made available to you are binding on the Business Member and all Business Owners, Beneficial Owners, and Authorized Signers or Agents on your Account even though not received by all. Every such individual specifically agrees to keep all individuals on the Account informed of such notices, account statements, and other documents. You agree that oral instructions provided by an authorized individual (Business Owner, Beneficial Owner or Authorized Signer) are binding on you if relied on by us and you agree to defend Golden 1 against and hold us harmless from any liability arising as a result of such instructions. You agree that our records of all actions will govern in case of any dispute. Any written notice we give to you is effective when deposited in the United States mail with sufficient postage and addressed to the mailing address we have on file for you. Any written notice we give to one joint account owner is and shall be considered notice to all joint account owners.

You agree to waive any notice of non-payment, dishonor, or protest regarding any items credited to or charged against your account to the extent permitted by law.

Notices from You. You must provide any written notice to us in accordance with our then-current delivery instruction, if any. Such notice is effective when we actually receive it with enough time to have a reasonable opportunity to act on it, and (if applicable) it must contain enough information to allow us to identify the issue. We will not be responsible for recognizing or otherwise acting upon any instructions you attempt to give us via facsimile transmission or by voice mail or on a telephone answering machine unless we

are otherwise required to do so by applicable law.

Authorization to Obtain Credit Report. You authorize us to obtain your credit report, relating to any Business Owner, Authorized Signer, or other person(s) authorized to transact on any Account from one or more consumer reporting agencies in connection with our review and approval of your Business Membership Application. You further agree that we may periodically obtain credit reports in order to determine your eligibility for existing products and services and to determine which other Golden 1 products and services may be beneficial to you.

Consent to Receive Communications. We (or parties acting on our behalf) may contact you from time to time by telephone, text messaging, email or mail in order to service your account or collect amounts you owe to us. We are permitted to use any address, telephone number, or email address you provide to us. You agree to provide accurate and current contact information and only give us telephone numbers and email addresses that belong to you. We may send communications electronically, such as by email or text message, rather than by mail, unless the law requires otherwise. Our telephone calls with you and/or the telephone calls of any party acting on our behalf with you, may be monitored or recorded by us or by such party on our behalf, to the extent not prohibited by law. When you give us a telephone number (including a cellular or mobile device number) or place a telephone call to us, you are providing your express consent permitting us, and any party acting on our behalf, to contact you at that number about all of your Golden 1 accounts. Your consent allows us to make live telephone calls, send text messages, leave prerecorded or artificial voice messages, and use automatic telephone dialing technology for informational and account service purposes. For example, we may place such calls or texts to provide notices, investigate or prevent fraud, or contact you about the amounts you owe to us. This express consent applies to each telephone number that you provide to us now or in the future. Message and data rates may apply. You may change your communication preferences at any time by any reasonable means, including calling us at 877-909-5656, sending an email to BusinessServices@golden1.com, or writing to us at Golden 1 Credit Union, Attn: Business Services, P.O. Box 15207, Sacramento, CA 95852-0207.

Consent to Convert Paper Documents into Electronic Records. You hereby acknowledge and agree that we may create electronic images and destroy paper originals of any imaged documents received or generated by us in connection with products and services we provide to you. Any such images maintained as part of our normal business process shall be given the same legal effect as paper originals for all intents and purposes to the fullest extent permitted by law.

Safeguarding Your Account and Account Information; Avoiding Unauthorized Transactions. You are responsible for and agree to take reasonable precautions

to safeguard your card, PIN or other credentials, account number and other account information, any access devices (e.g., an ATM card), and your blank checks from unauthorized access, use or other fraud. Do not give or make available your password, PIN or any credentials to any unauthorized individual. If you disclose your account number, card number, PIN, credentials, and/or provide any other means to access your account to anyone, you assume all risks and losses associated with such disclosure. This means that you will be responsible for any transactions and activities performed using your accounts by such person or entity, even those you did not intend them to make, to the extent permitted by law. Similarly, if you do not exercise reasonable care in safeguarding your credentials and account information, you may be responsible for any transactions and activities performed using your accounts to the extent permitted by law. If you believe your checks have been lost or stolen, you should notify us immediately. If you are negligent in safeguarding your checks, you must bear the resulting loss; provided, however, that if we failed to use ordinary care and substantially contributed to the loss, we may be required to assume some of that loss. To aid in safeguarding your account and funds, we may offer you security procedures specifically for your account to help identify and reduce the incidence of fraud or other unauthorized transactions, and you agree that each such procedure is commercially reasonable and is designed to authenticate your transactions. If you decide to reject any such security procedure, (i) you will be responsible for the entire amount of any fraudulent or unauthorized transaction which could have been prevented by the security procedure that we offered, unless we acted in bad faith or if and to the extent that we contributed to the loss by our negligence; and (ii) you agree to be responsible for any payment order we accept in compliance with whatever alternative security procedure you selected, and you agree that such alternative procedure is commercially reasonable.

ADDITIONAL DISCLOSURES ABOUT SPECIFIC ACCOUNTS

Common Features.

- **Nature of Dividends** - Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period. See the other sections for more information about the dividend feature of your non- term savings (share) account(s).
- **National Credit Union Share Insurance Fund** - Member accounts with us are federally insured by the National Credit Union Share Insurance Fund, an agency of the federal government.
- Please refer to our separate Business Services Fee Schedule for additional information about charges you may incur in connection with your account(s).

BUSINESS MEMBERSHIP SAVINGS

Rate Information - See separate Business Rate Sheet.

Compounding and Crediting - Dividends will be compounded every month and will be credited to your account every month.

Dividend Period - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the end date of a dividend period, and for the example above is February 1. If you close your account before dividends are paid, you will not receive the accrued dividends.

Minimum Opening Deposit - The minimum deposit required to open this account is \$1.00.

Monthly Maintenance Fee - There is no monthly maintenance fee.

Minimum Balance Requirements - There are no minimum balance requirements to obtain the disclosed APY.

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

Accrual of dividends on non-cash deposits - Dividends will begin to accrue on the business day you deposit non-cash items (e.g., checks) into your account.

Fees and Charges - See separate Business Services Fee Schedule.

BUSINESS ADDITIONAL SAVINGS

Rate Information - See separate Business Rate Sheet.

Compounding and Crediting - Dividends will be compounded every month and will be credited to your account every month.

Dividend Period - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the end date of a dividend period, and for the example above is February 1. If you close your account before dividends are paid, you will not receive the accrued dividends.

Minimum Opening Deposit - The minimum deposit required to open this account is \$1.00.

Monthly Maintenance Fee - There is no monthly maintenance fee.

Minimum Balance Requirements - There are no minimum balance requirements to obtain the disclosed APY.

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

Accrual of dividends on non-cash deposits - Dividends will begin to accrue on the business day you deposit non-cash items (e.g., checks) into your account.

Fees and Charges - See separate Business Services Fee Schedule.

BUSINESS MONEY MARKET SAVINGS

Rate Information - See separate Business Rate Sheet.

Compounding and Crediting - Dividends will be compounded every month and will be credited to your account every month.

Dividend Period - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the end date of a dividend period, and for the example above is February 1. If you close your account before dividends are paid, you will not receive the accrued dividends.

Minimum Opening Deposit - The minimum deposit required to open this account is \$100.00.

Monthly Maintenance Fee - There is no monthly maintenance fee.

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.

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

Accrual of dividends on non-cash deposits - Dividends will begin to accrue on the business day you deposit non-cash items (e.g., checks) into your account.

Fees and Charges – See separate Business Services Fee Schedule.

BUSINESS CHECKING

(This account does not pay dividends)

Minimum Opening Deposit - The minimum deposit required to open this account is \$100.00.

Minimum balance requirements - You must maintain a minimum daily balance of \$1,000.00 in your account to avoid a monthly maintenance fee.

Transaction limitations - During any month, you may not write more than 50 checks without incurring a fee, as outlined in the Business Services Fee Schedule.

Fees and charges - See separate Business Services Fee Schedule.



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Insured by NCUA.