

MISSION FEDERAL CREDIT UNION AGREEMENTS AND DISCLOSURES

Account Agreement and Disclosures

Welcome to Mission Federal Credit Union. Your accounts are backed by the reputation and resources of one of California's largest federal credit unions and insured by the National Credit Union Administration, an agency of the Federal Government. Please read these Agreements and Disclosures and keep them for your records.

Important Information About Opening a New Account

To help the Government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. In addition on legal entity accounts, we will require identification on beneficial owners and controlling person. What this means for you: When you open an account, we will ask for your name, street address, date of birth, tax identification number, and other information that will identify you. We may ask to see your driver's license and/or other identifying documents.

In this Account Agreement and Disclosure, "Credit Union"; "MFCU"; "Mission FCU"; "Mission Fed"; "us" or "we" refers to Mission Federal Credit Union. The words "you", "your", and "signer(s)" refer to you, the member(s)/owner(s)/signer(s), as well as anyone you permit to access your account(s).

These Agreement and Disclosures contains the terms of our agreement with you. When you sign the Membership Application, you and each joint member or authorized signer on your account agrees this, and any other account you have with us, is subject to all Agreements and Disclosures, to applicable fee and rate schedules, and to our bylaws, policies, and procedures. If any provision of these Agreements is deemed void or invalid, the rest of these Agreements will remain in full force and effect. If there is any conflict between these Agreements and Disclosures and information provided by an employee or representative of Mission Fed, you agree these Agreements and Disclosures govern.

1. **APPLICABLE LAW** - Except as otherwise required by law, the provisions of this Agreements and Disclosures are governed by and interpreted according to California and federal law. You agree that all litigation and/or arbitration shall be held in the County of San Diego.
2. **AMENDMENTS** - We reserve the right to amend the terms and conditions discussed in these Agreements and Disclosures at our discretion. If you maintain your account(s) after the effective date of a change, you indicate your agreement to the amendment(s). Mission Fed will inform you of amendments affecting your rights and obligations in accordance with governing regulations. For accounts with more than one signer, the amendment notices Mission Fed sends to the address on file are binding on all signers.
3. **WAIVER OF RIGHTS** - You hereby waive all defenses and claims as contained within all applicable statutes of limitations.
4. **MEMBERSHIP ELIGIBILITY** - To be eligible for membership with Mission Fed, you must be an individual or entity within Mission Fed's field of membership and must purchase a \$1 share in the Credit Union as required by Mission Fed Bylaws. You understand subscriptions to shares are payable at the time your membership is established. You must also meet membership and account opening criteria, as set by Mission Fed to be eligible for Credit Union membership and services. If your share purchase requirement is not maintained, your accounts may be closed and your membership terminated.
5. **MEMBERSHIP AGREEMENT** - You agree to conform to Mission Fed's Bylaws and any amendments and maintain a \$1 share in the Credit Union. You authorize Mission Fed to check your accounts, credit, employment history, and to obtain a consumer report from third parties, including consumer reporting agencies, now and in the future, to verify your eligibility for accounts and services and to verify person(s) transacting on your behalf for certain account types. Based upon information received from third parties and/or the general risk associated with the account, Mission Fed may limit accounts and/or services at any time. You understand Mission Fed has the right to deny membership and/or the establishment of share accounts and is under no obligation to approve the establishment of any account. Reason for denial will be disclosed to you, if requested. Mission Fed may require specific information regarding the nature of your anticipated account activity, the source of your funds, the purpose of your transactions, in addition to other questions to understand the nature of your financial activity; we reserve the right to refuse to accept any deposit to your account at any time. You agree to immediately inform Mission Fed if your name or address changes. You authorize the Credit Union to contact the Department of Motor Vehicles (DMV), or locator services, to obtain your current address in the event you move and do not inform Mission Fed of your new address. Fees for locator services will be charged to your account, refer to the Consumer Fee Schedule. You agree to be responsible for actual attorneys' fees and court costs if Mission Fed finds it necessary to take legal action against you to recover monies due as a result of your improper handling of your accounts. You understand that a joint account permits all members, without the consent of the other(s), to make deposits to or withdrawals from all shares and loans under the master membership account number including but not limited to savings, checking, certificates, and the ability to make advances from Credit Cards and Lines of Credit, or to close any account. You further understand that in a joint account, all members may pledge these funds as collateral security for a loan or loans with this Credit Union. You understand all shares will be owned jointly, with right of survivorship and payment to any of you shall be valid, and you discharge Mission Fed from any liability for such payment. You also understand removal of any joint member for reason other than death can be accomplished only through closure of the membership account and opening of a new membership account.
6. **MEMBER LIABILITY** - All joint owners of the membership account shall be designated as the agent of each other and, therefore, each joint owner as a principal shall be liable and responsible for the actions or inactions of all other joint owners as such relates to all transactions conducted by any of the joint owners which cause Mission Fed to sustain a loss of any type. If any share becomes overdrawn for any reason, you authorize Mission Fed to (1) advance funds owed from any existing Line of Credit and/or Credit Card loans, or (2) transfer funds from any of your share accounts excluding individual retirement accounts. If any action or inaction by you causes the Credit Union a loss or the Credit Union believes such action or inaction may result in a loss, Credit Union services and privileges may be denied you. If you conduct transactions on your account

that are irregular or fraudulent in nature including but not limited to, kiting, depositing empty envelopes in an Automated Teller Machine (ATM), and excessive return deposit items, Credit Union services and privileges may be denied. If you conduct yourself in an abusive, disruptive, vulgar, obscene or unprofessional manner while conducting Credit Union business or while interacting with Credit Union personnel or other members, Credit Union services and privileges may be denied you.

7. **SECURITY INTEREST/STATUTORY LIEN** – By signing the Mission Fed membership card and/or through your use of any account or service, you acknowledge and grant to Mission Fed a consensual lien and security interest in all share accounts and collateral securing loans owed to Mission Fed. This lien and security interest secures any account owner’s individual or joint obligation held now or in the future, whether direct, indirect, contingent or secondary, and regardless of source, except where prohibited by law. This security interest includes, but is not limited to, all changes or increases, proceeds from the sale of or insurance upon, and all earnings received from the secured property. This security interest in collateral does not apply to loans secured by your primary residence, or where otherwise prohibited by law. You understand that Mission Fed has statutory lien rights pursuant to 12 USC §1757. You specifically grant, and Mission Fed hereby impresses, a lien on your shares (excluding retirement accounts), in all individual or joint accounts to secure any account owner’s individual or joint obligation held now or in the future, whether direct, indirect, contingent or secondary, and regardless of source, except where prohibited by law. Funds from a certificate account(s) are subject to an early withdrawal penalty. In the event of default or breach of membership obligation, you authorize Mission Fed to exercise its lien rights by application of funds held in your share accounts to any obligation(s) owed to Mission Fed without notice or legal process, except where required by law. You understand Mission Fed may prevent you from withdrawing funds from share accounts when you are in default. You authorize Mission Fed to place an administrative freeze on your share accounts and that such action shall not violate 11 USC §362 or other applicable law. You agree to hold Mission Fed harmless against damages, expenses, liabilities and losses as a result of any claim, action or demands arising from claims occurring as a result of the exercise of our lien rights, including an administrative freeze or account holds. You acknowledge that Mission Fed has multiple cumulative rights and remedies available in the event of your default and that Mission Fed may exercise one or all of them without affecting its right to enforce additional terms, including but not limited to rights granted under a security interest in your individual or joint loan agreements.
8. **LIMITATION OF SERVICES POLICY** – We may limit, restrict, or terminate member services if you cease to be a member in good standing as defined by our Limitation of Services policy posted on our website. Our policy provides that you are not a member in good standing if, among other things, you are delinquent on credit union loans, have had any account closed due to abuse or negligent behavior, engage in any threatening, belligerent, disruptive, or abusive behavior, or cause a loss to the credit union. Member services that may be limited or terminated include: loans or other extensions of credit; share accounts; ATM and other card services; in-person, mobile, online, and telephone banking services; and other electronic transfer services. A complete copy of our Limitation of Services policy is located on our website at www.missionfed.com/disclosures.
9. **BINDING ARBITRATION AND CLASS ACTION WAIVER.**

RESOLUTION OF DISPUTES BY ARBITRATION: THIS SECTION CONTAINS IMPORTANT INFORMATION REGARDING YOUR ACCOUNTS AND ALL RELATED SERVICES. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES MAY BE MORE LIMITED THAN RULES APPLICABLE IN COURT.

Agreement to Arbitrate Disputes. Either you or we may elect, without the other’s consent, to require that any dispute between us concerning your account(s) and the services related to your account(s) be resolved by binding arbitration, except for those disputes specifically excluded below. This arbitration agreement is entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1 – 16 (the “FAA”).

Disputes Covered by Arbitration. Claims or disputes between you and us arising out of or relating to your account(s), transactions involving your account(s), safe deposit box, and any related service with us are subject to arbitration. Any claims or disputes arising from or relating to this agreement, any prior account agreement between us, or the advertising, the application for, or the approval or establishment of your account are also included. Claims are subject to arbitration, regardless of what theory they are based on or whether they seek legal or equitable remedies. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist or may arise in the future. All such disputes are referred to in this section as “Claims”. An exception to arbitration of Claims is that both you and we have the right to pursue a Claim in a small claims court instead of arbitration, if the Claim is in that court’s jurisdiction and proceeds on an individual basis. Claims or disputes arising from your status as a borrower under any loan agreement with the Credit Union are also excluded from this Resolution of Disputes by Arbitration provision.

No Class Action or Joinder of Parties. YOU ACKNOWLEDGE THAT YOU AND WE AGREE THAT NO CLASS ACTION, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY, MAY BE PURSUED IN ANY ARBITRATION OR IN ANY COURT PROCEEDING, REGARDLESS OF WHEN THE CLAIM OR CAUSE OF ACTION AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE CLAIM OR CAUSE OF ACTION OCCURRED. Unless mutually agreed to by you and us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account holders or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction), whether or not the claim may have been assigned.

Right to Reject this Resolution of Disputes by Arbitration provision. You have the right to opt out of this agreement to arbitrate if you tell us within 30 days of the opening of your account or the mailing of this notice, whichever is later. To opt out, send us written notice containing your name, your date of birth, and a statement that you have decided to opt out of this arbitration provision. You must send your written notice to us at the following address: Arbitration, 10325 Meanley Drive, San Diego, California 92131. Otherwise, this agreement to arbitrate will apply without limitation, regardless of whether 1) your account is closed; 2) you pay us in full any outstanding debt you owe; or 3) you file for bankruptcy.

The Arbitration Proceeding. The arbitration must be filed with one of the following neutral arbitration forums: American Arbitration Association or JAMS. That organization will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code and this arbitration provision and/or this agreement, this arbitration provision and this agreement will control. If JAMS or the AAA is unable to handle the claim for any reason, then the matter shall be arbitrated by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA).

Costs. The party initiating the arbitration shall pay the initial filing fee. If you file the arbitration and an award is rendered in your favor, we will reimburse you for your filing fee. If there is a hearing, we will pay the fees and costs of the arbitration for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, we will advance or reimburse filing and other fees if the arbitrator rules that you cannot afford to pay them or finds other good cause for requiring us to do so, or if you ask us in writing and we determine there is good reason for doing so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but a party may recover any or all costs and expenses from another party if the arbitrator, applying applicable law, so determines.

Right to Resort to Provisional Remedies Preserved. Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies, such as the right of set-off or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies.

Severability, Survival. These arbitration provisions shall survive (a) termination or changes to your accounts or any related services; (b) the bankruptcy of any party; and (c) the transfer or assignment of your accounts or any related services. If any portion of this Resolution of Disputes by Arbitration provision is deemed invalid or unenforceable, the remainder of this Resolution of Disputes by Arbitration provision shall remain in force. No portion of this Resolution of Disputes by Arbitration provision may be amended, severed, or waived absent a written agreement between you and us.

Applicability. Arbitration will not apply to your account as long as you are an active duty Service Member.

ACCOUNT TYPES

Ownership of accounts may be single for one member only, or joint, consisting of multiple members. If your account is single and you authorize anyone to have access to your account in any manner, you agree to be liable for their actions. If your account is joint, all members have complete access to accounts. Joint accounts are held in joint tenancy with right of survivorship. Right of survivorship is the automatic transfer of ownership of an account to the surviving owner(s) upon the death of another owner(s).

Account types available, but not limited to:

- Regular Account (no named beneficiaries)
- Informal Trust Account (also known as Payable on Death)
- Formal Trust Account
- Estate Account
- Youth Account
- UTMA (Uniform Transfer to Minors Act) Account
- Sole Proprietorship Account
- Partnership Account
- Corporation Account.
- Organization Account

GENERAL TERMS FOR ALL ACCOUNTS

1. Our business days are Monday through Friday excluding holidays.
2. Refer to current Dividend Rate, Consumer Fee, and Consumer Loan Rates schedules for information regarding dividends, fees and loan rates.
3. Mission Fed does not provide tax advice. You should consult a qualified tax advisor concerning the tax treatment of your account(s).
4. To ensure you receive courteous and efficient service when contacting Mission Fed by telephone, personnel may randomly monitor and/or record telephone conversations.
5. We may open additional accounts under the same membership number on the instructions of any joint owner. You authorize Mission Fed to use the Taxpayer Identification Number (TIN) you certified on the Membership Application on any new account subsequently opened by any joint owner. For a Formal Trust Account, you authorize Mission Fed to use the TIN you certified on the Agreement for Trust Account(s).
6. Mission Fed may transfer funds within your account, between master accounts and take other action on the verbal or written instructions of any signer(s) on the account. When funds are transferred between master accounts, each account record will show the number of the other master account involved in the transaction.
7. Mission Fed may require written authorization for some actions.
8. Mission Fed reserves the right to refuse any item for deposit.
9. If your account balance becomes overdrawn, you agree to deposit funds to cover your overdraft within 10 business days. If you do not make a deposit to cover your overdraft within this time frame, you will be required to pay all costs of collection, including attorneys' fees that Mission Fed incurs in our efforts to collect the funds you owe. Refer to Security Interest/Statutory Lien section.
10. If Mission Fed believes there is a dispute about ownership or control of an account, Mission Fed may place a hold and not release funds until Mission Fed receives a court order and/or instructions signed and notarized by all persons claiming an interest in the account. Mission Fed may withhold payment of funds to any party until proper evidence of authority is provided.
11. If your account has had no withdrawal or deposit activity for 12 months and your account balance is less than \$100, your account will be considered inactive. A monthly fee may be assessed on inactive accounts. Refer to the current Consumer Fee Schedule.
12. California State Unclaimed Property Laws require Mission Fed to remit certain funds to the California State Controller, or the appropriate state, if for more than three years, or the time specified by applicable statelaw:
 - a. You have not deposited or withdrawn funds in your account(s); or,
 - b. You have not corresponded verbally or in writing with Mission Fed; or,
 - c. You have not otherwise indicated an interest in your account which is evidenced by a record on file with Mission Fed.
13. Upon proper verification of your Personal Identification Number (PIN) or other authorization processes, your electronic transmission of certain requests through Mission Fed Online Banking and Automated Phone Service will be considered your written signature and have the same force and effect.

14. You agree that all your accounts may be enabled for all remote delivery services and remote delivery transaction capabilities offered by Mission Fed by signing the Membership Application and/or by requesting or utilizing any remote delivery service. Delivery services include, but are not limited to, Automated Phone Service, Mission Fed Online Banking, Mobile Banking and ATMs.

15. When you give a telephone number to us, or place a telephone call to us, you authorize us and our affiliates and agents to place calls to you at that number. You understand that a "telephone number" includes a cell phone number and "calls" include both telephone calls and text messages to or from your phone or cell phone. As examples, we may place calls to you about fraud alerts, deposit holds, and amounts you owe us (collection calls) on your account. When we place calls to you, we may use automatic dialers and artificial, text, or prerecorded messages. If necessary, you may change or remove any of the telephone numbers at any time using any reasonable means to notify us.

16. You acknowledge that any joint owner(s) on your Mission Fed share accounts may have access through your Mission Fed share accounts to all of the information on your Mission Fed Credit Cards and Lines of Credit, even if your Credit Cards and Lines of Credit are not joint accounts. This may include, but is not limited to, information regarding transactions, loan history, and any other information relating to your Credit Cards and Lines of Credit. You also acknowledge and agree that any joint owner(s) on your Mission Fed share accounts have access through your Mission Fed share accounts to advance funds from your Credit Cards and Lines of Credit, even if your Credit Cards and Lines of Credit are not joint accounts. As the owner of your Credit Cards and Lines of Credit, you are fully responsible for, and must repay, all advances obtained from your Credit Cards and Lines of Credit by joint owner(s) on your Mission Fed share accounts. Once a joint owner is added to a Mission Fed share account, they may not be removed from the account. If a separation of account ownership is desired, new accounts must be opened.

ADDITIONAL TERMS FOR FORMAL TRUST ACCOUNTS

1. Trustee(s) agrees to provide a complete, accurate, and true copy of the Certification of Trust form to Mission Fed. Trustee(s) agrees the Certification of Trust form imposes no responsibility or obligation on Mission Fed other than a depository for the trust funds. Mission Fed will not act as a trustee or inquire as to the powers or duties of the trustee(s).

2. Trustee(s) agrees Mission Fed shall be notified if there is any change in the trustee(s), successor trustee(s), or any changes to or amendments of the governing trust instrument which would conflict with or otherwise affect the validity of any statement or representation contained in the account documents and will provide an updated Certification of Trust. Any such change or amendment shall be effective as to Mission Fed only after a new Certification of Trust is received in writing by Mission Fed.

3. Each trustee whose signature appears on account documents declares under penalty of perjury that trustee is a qualified trustee and that the trustee has the power to act and is properly exercising the powers under the trust, pursuant to these Agreements, and that the trustee has the power to establish and transact on accounts on behalf of the trust. Mission Fed may rely upon the directions of any one trustee. Any one trustee's signature shall be valid and shall discharge Mission Fed from any liability resulting from any transaction.

4. Mission Fed shall not be responsible in any way for verifying either the existence, validity, or legality of the trust itself, or the authority or powers of the trustee(s) under the governing trust instrument to establish, maintain, or transact any business on this account as set forth.

5. The trust funds to be deposited in Mission Fed are part of a trust established under Declaration of Trust by the indicated date, executed by the trustor(s) as indicated on the Certification of Trust.

6. Mission Fed may require any or all disbursements payable to any one or more of the trustee(s) or to the trust.

7. Before any successor trustee(s) may become an acting trustee, the successor trustee(s) shall provide Mission Fed, as applicable, a letter of resignation with notarized signature of the resigning trustee(s); a certified copy of the death certificate(s) for the trustee(s); a new Certification of Trust; and/or (d) other documentation as requested by Mission Fed.

8. These Agreements are also binding on the trust, trustor(s), trustee(s), successor trustee(s), and the beneficiary (ies).

9. The trustee(s), trustor(s), successor trustee(s) and/or the trust and/or the beneficiary(ies) hereby agree to indemnify and hold Mission Fed harmless from any and all claims, suits, actions, damages, judgments, costs, charges, and expenses, including court costs and attorney's fees, against any and all liability, loss, and damage of any nature whatsoever that Mission Fed shall or may sustain resulting from the establishment, maintenance, and transaction of any business related to the trust account(s) established with Mission Fed and any claim, damage or loss arising as a result of unauthorized acts of any trustor, trustee, successor trustee, or former trustee.

10. The trustee(s) agrees to pay any necessary expenses, attorney's fees, or costs incurred in the enforcement of this indemnification and hold harmless agreement.

11. These Agreements affect the legal rights of the trustee(s). In providing these Agreements for the establishment of an account, Mission Fed makes no representation as to any tax, probate avoidance or financial or estate planning advantage, benefit or result of any kind whatsoever. If the trustee(s) desires assistance or advice concerning these Agreements, the services of an attorney or other competent professional should be sought.

ADDITIONAL TERMS FOR YOUTH ACCOUNTS

1. Automatically converts to a Regular Account when the primary account holder reaches the age of 18.

ADDITIONAL TERMS FOR ALL BUSINESS AND ORGANIZATION ACCOUNTS

1. Depending on the type of business or organization account requested, Mission Fed will require documents to validate the existence, membership eligibility, legal sufficiency and operations as they relate to the account.

2. Individuals applying for membership on behalf of a business or organization certify they are authorized to open an account and perform transactions on behalf of the entity.

3. Requests to change or remove account signers must be in writing. If signers are changed or removed, the new/remaining signers agree to immediately change all passwords and personal identification numbers used to access remote delivery services, such as Automated Phone Service and Mission Fed Online Banking and immediately request the cancellation of any remote delivery access devices issued to former signers, such as ATM and debit cards.

If passwords are not changed and access devices cancelled, the new/remaining account signers are responsible for all transactions performed by former signers.

4. In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG, transactions in which a person accepts credit, funds, instruments or other proceeds from another person in connection with unlawful Internet gambling are prohibited from being processed through your account or relationship with Mission Fed.

5. Each time an account is opened, or certain account information is changed, for a covered Legal Entity we are required to collect identifying information (name, address, date of birth, social security number as well as identification documents) for: each individual that has beneficial ownership (25% or more); and, one individual that has significant managerial control of the Legal Entity. If you are opening an account on behalf of a Legal Entity, you will be required to provide the appropriate documentation and to certify that this information is true and accurate to the best of your knowledge. Covered legal Entities include Organizations, Corporations, Partnerships and Limited Liability Companies.

TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

A taxpayer identification number (TIN) must be provided and certified that it is correct at the time of new account opening as a Membership Application requirement. The TIN may be in the form of a Social Security Number (SSN), Individual Taxpayer Identification Number (ITIN) or an Employer Identification Number (EIN). If your account is or becomes subject to backup withholding, Mission Fed is required by law to withhold and pay to the Internal Revenue Service (IRS) a required percentage of payments of dividends, interest and other payments under certain conditions. Your failure to furnish a correct TIN or meet other applicable requirements may result in backup withholding or termination of your account.

ACCOUNT STATEMENTS AND NOTIFICATIONS

You will receive a periodic account statement each month, unless there are no transactions in a particular month. In any case, you will receive a periodic statement at least quarterly. Any discrepancies must be reported to Mission Fed within 60 days of the statement mailing unless another time frame for error notification applies. Mission Fed may send information and/or materials (cards, checks, billing statements, notices, etc.) to any person listed on your account, and that person will be responsible for delivering those materials to the other person(s) authorized to use your account. Notice to any account owner will be considered notice to all accountowners.

For information on electronic statements and notices please refer to the eStatement and eNotice Agreement and Disclosures.