

This Business Account Addendum ("Addendum") to the Membership and Account Agreement ("Agreement") contains terms and conditions governing business purpose accounts offered by Wright-Patt Credit Union, Inc. (the "Credit Union"). In this Supplement the words "you" and "yours" mean the person or entity in whose name the account is opened and anyone signing the Business Account Authorization and Signature Card ("Account Card"). The word the "Credit Union" means Wright-Patt Credit Union, Inc. The word "account" means any one or more share or other accounts you checked on the signature card or requested by you in the future. This is a legally binding contract. By signing the Account Card, you agree to the provisions, terms, and conditions in the Agreement and this Addendum, the Account Card, the Truth-in-Savings Disclosure, the Funds Availability Policy Disclosure, the General Fee Schedule, the Rate Sheet, and any Account Receipt (collectively known as the "Account Documents"). Additionally you agree to comply with the Credit Union's Articles of Incorporation ("Articles") and the Code of Regulations ("Regulations"), membership conditions, and any amendments to the Articles and Regulations, membership conditions and Account Documents. This Addendum supplements the Agreement in the area of business accounts, and to the extent any terms contained herein conflict with the terms in the Agreement, this Addendum shall control in the area of business accounts.

1. Opening Your Account and Account Eligibility

To open a business account, you must be eligible for membership in the Credit Union. To be eligible for membership as a business in the Credit Union, you must be an entity e.g., sole-proprietorship, partnership, association, corporation, or limited liability company qualifying within the Credit Union's field of membership and must maintain at least one share in your Business Savings account as required by the Credit Union Regulations. Your account will be opened when: (1) the Credit Union has accepted your completed Account Card and you deposit the equivalent of one share in your Business Savings account; (2) you have received a copy of the Account Documents; and (3) the Credit Union has received any other documents that it may require to establish an account, including, but not limited to, the business entity's tax payer identification number/employer identification number, organizational documents, resolutions, and certificates. You authorize the Credit Union to check your account, credit, and employment history, and obtain a credit report from third parties, including Dun and Bradstreet, and other credit reporting agencies, to verify your eligibility for, or maintaining the accounts and services you request. You agree to provide the Credit Union with such other financial information as it may request from time to time.

2. Forms of Business Account Ownership

a. *Sole Proprietorship Accounts.* An individual who operates an unincorporated business under the individual's own name or under a trade name is a sole proprietor. Sole proprietors may establish business accounts under the sole proprietor's name or under a trade name if a trade name is used by the sole proprietor. Only one person may own a sole proprietorship account. The individual owner/proprietor must be a member or must be eligible for membership in the Credit Union. If you are doing business under a trade or assumed name (a name other than the name of the sole proprietor), you represent that you have filed a Fictitious Name Certificate or other documents if required by applicable state law. You agree to notify the Credit Union in advance of any change in the form, such as incorporation, of your business. To establish a sole proprietorship account: (i) the individual owner/proprietor must open the account in accordance with the requirements of Paragraph 1 of this Addendum; and (ii) you must provide the Credit Union with a resolution on a form provided by the Credit Union duly executed and certified by the individual owner/proprietor authorizing the opening of the account and indicating the persons authorized to transact business on the account. Only persons authorized by resolution may transact business on the account in a manner consistent with the resolution. The Credit Union may act upon the instructions of a person authorized in the resolution to transact business on the account until the Credit Union receives written notice to the contrary and a new resolution changing the persons authorized to transact business on the account and has a reasonable opportunity to act. You represent that all requisite action has been taken to open, establish and maintain the account and that the resolutions delivered to the Credit Union in connection with the account are true, accurate, and complete and may be conclusively relied upon by the Credit Union. Upon the death of the owner/proprietor, the balance in the account will be paid, subject to applicable law, to the owner/proprietor's estate. The Credit Union may continue to honor all transfers, withdrawals, deposits, and other transactions on your account(s) until it receives notice of your death and has a reasonable opportunity to act. The Credit Union may pay checks or honor other payment or transfer orders authorized by you for a period of ten (10) days after receipt of notice of your death unless it receives instructions from a person claiming an interest in the account(s) to stop payment on the checks or other items. You agree that the Credit Union may require that anyone who claims funds in your account after your death indemnify it for any losses resulting from honoring that claim. The Credit Union will require the claimant to provide evidence of your death and documentation satisfactory to the Credit Union evidencing that the claimant is legally entitled to the funds in your account.

b. *Partnership Accounts.* A partnership account is an account opened by and in the name of a general partnership, limited partnership, limited liability partnership ("LLP"), or joint venture as indicated in the Account Card. If the account is a partnership account, a majority of the partners or joint venturers must be members of the Credit Union or must be eligible for membership in the Credit Union. To establish a partnership account: (i) a general partner (or the limited partners in the case of an LLP) must open the account in accordance with the requirements of Paragraph 1 of this Addendum; (ii) you must provide the Credit Union with a copy of the evidence of the partnership or joint venture satisfactory to the Credit Union, which could include, for example, an Assumed Name Certificate for a General Partnership or a Certificate of Limited Partnership for a Limited Partnership, and a tax payer's identification/Employer identification number; and (iii) you must provide the Credit Union with a resolution on a form provided by the Credit Union, duly executed and certified by all general partners (or all limited partners in the case of an LLP), authorizing the opening of the account and indicating the persons authorized to transact business on the account. Only persons authorized by resolution may transact business on the account in a manner consistent with the resolution. The Credit Union may act upon the instructions of a person authorized in the resolution to transact business on the account until it receives written notice to the contrary and a new resolution changing the persons authorized to transact business on the account and has a reasonable opportunity to act. You represent that all requisite action has been taken to open, establish, and maintain the account and that the agreement and resolutions delivered to the Credit Union in connection with the account are true, accurate and complete and may be conclusively relied upon by the Credit Union. You agree to promptly notify the Credit Union of the addition, withdrawal, or death of a partner or joint venturer and to notify the Credit Union in advance of any change in the form, such as incorporation, of your business.

c. *Corporation, Religious Corporation, and Limited Liability Company Accounts.* A corporation, religious corporation, or limited liability company ("LLC") account is an account opened by and in the name of a corporation, religious corporation, or LLC as indicated in the Account Card. If the account is a corporation, religious corporation, or LLC account, a majority of the shareholders or members must be members of the Credit Union or must be eligible for Credit Union membership. To establish a corporation, religious corporation, or LLC account: (i) a person authorized by resolution must open the account in accordance with the requirements of Paragraph 1 of this Addendum; (ii) you must provide the Credit Union with a tax payer's identification number and if you are a corporation, you must provide the Credit Union with a copy of your Articles of Incorporation, Certificate of Good Standing, and/or Articles of Amendment; if you are an LLC, you must provide the Credit Union with your Articles of Organization and Certificate of Limited Liability; and (iii) you must provide the Credit Union with a resolution on a form provided by the Credit Union, duly executed and certified by all managers of the LLC, the Secretary of the corporation, or all trustees/wardens or vestrymen of a religious corporation authorizing the opening of the account and indicating the persons authorized to transact business on the account. Only persons authorized by resolution may transact business on the account in a manner consistent with the resolution. The Credit Union may act upon the instructions of a person authorized in the resolution to transact business on the account until the Credit Union receives written notice to the contrary and a new resolution changing the persons authorized to transact business on the account and has a reasonable opportunity to act. You represent that all requisite action has been taken to open, establish, and maintain the account and that the documents and resolutions delivered to the Credit Union in connection with the account are true, accurate, and complete and may be conclusively relied upon by the Credit Union. You agree to notify the Credit Union in writing in advance of any change in the form of your business or the location or ownership of your business.

d. *Unincorporated Associations, Clubs or Nonprofit Group Accounts.* These are accounts opened in the name of an unincorporated association, club, or nonprofit group. In order to open such an account a majority of the members must be members of the Credit Union or must be eligible for Credit Union membership. To establish an unincorporated association, club, or nonprofit group account: (i) a person authorized by resolution must open the account in accordance with the requirements of Paragraph 1 of this Addendum; (ii) you must provide the Credit Union with a tax payer's identification number; and (iii) you must provide the Credit Union with a resolution on a form provided by the Credit Union, duly executed and certified by the Secretary of the an unincorporated association, club, or nonprofit group authorizing the opening of the account and indicating the persons authorized to transact business on the account. Only persons authorized by resolution may transact business on the account in a manner consistent with the resolution. The Credit Union may act upon the instructions of a person authorized in the resolution to transact business on the account until the Credit Union receives written notice to the contrary and new resolution changing the persons authorized to transact business on the account and has a reasonable opportunity to act. You represent that all requisite action has been taken to open, establish, and maintain the account and that the documents and resolutions delivered to the Credit Union in connection with the account are true, accurate, and complete and may be conclusively relied upon by the Credit Union. You agree to notify the Credit Union in writing in advance of any change in the form of your business or the location or ownership of your business.

3. **Transfer of Account or Change of Account.**

Your account(s) are non-assignable, and are not transferable except as follows:

- (1) a change in ownership that is reflected on the Credit Union's books and records;
- (2) a pledge as collateral for a loan; or
- (3) a transaction that occurs due to circumstances arising from your death, incompetency, marriage, divorce, attachment, or otherwise by operation of law.

While checks drawn on the account are negotiable, your accounts are not transferable except on the Credit Union's books and records. The Credit Union must approve any pledge of the account as collateral for a loan. Changes in account ownership such as adding or removing an owner are subject to the Credit Union's approval and the submission of appropriate documentation on a form provided by the Credit Union. The Credit Union reserves the right to require a new Account Card be signed.

4. **Collection of Items.**

The Credit Union shall not be responsible for deposits made by mail, drop bag, or at an unstaffed facility until the Credit Union actually receives them. In addition, deposits made by drop bag shall be subject to the terms of the Credit Union's Deposit Drop Bag/Night Depository Service Agreement.

5. **Indemnification - Cashing Two-Party Checks Not Drawn on the Credit Union.**

If the Credit Union permits you to cash over the counter two-party checks not drawn on the Credit Union, you agree to indemnify the Credit Union against any and all loss that it may incur in the event that it does not receive final settlement for the item by reason of dishonor, suspension of payments or otherwise; and, you agree that in addition to any other rights that the Credit Union may have, it may charge your account, or obtain a refund from you, for the amount of the item.

6. **Deposit Drop Bag Service.**

If you have entered into a Night Depository Agreement with the Credit Union, you will be permitted to make deposits to your account by drop bag subject to the terms and conditions of that Agreement. Except as otherwise specifically provided in the Deposit Drop Bag/Night Depository Service Agreement, deposits made by, and items deposited by, drop bag will be subject to the terms and conditions of the Account Documents.

7. **Deposit Protection.**

a. *Insurance Protection for Your Account.* This credit union is federally insured by the National Credit Union Administration (NCUA). The deposits in your account with the Credit Union are insured up to \$250,000 by the National Credit Union Share Insurance Fund, an arm of the NCUA. Insured deposits are backed by the full faith and credit of the United States Government.

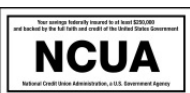
b. *Insurance Protection for Accounts Held by a Corporation, Partnership, or Unincorporated Association.* All funds invested in an account or accounts by a corporation, partnership, or unincorporated association engaged in any independent activity are added together and insured to the \$250,000 maximum. The term "independent activity" means any activity other than one directed solely at increasing coverage. If the corporation, partnership, or unincorporated association is not engaged in an independent activity, any account held by the entity is insured as if owned by the persons owning or comprising the entity, and the imputed interest of such person is added, for insurance purposes, to any individual account which he or she maintains.

8. **Amendment of Agreement.**

This Addendum may be amended at any time by the Credit Union. Notice of an amendment will be given to you as may be required by applicable law. Your continued use of the account after receipt of the notice of amendment is considered acceptance of the amendment. You may not amend or modify this Agreement unless such amendment or modification is reduced to writing and thereafter agreed to by the Credit Union.

9. **Restricted Activity**

The Credit Union reserves the right to refuse the processing of any transaction on your account that violates a Federal or State law or regulation. We also reserve the right to close your account based upon restricted transaction activity.



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Federally Insured by NCUA