

Business Account Information

Disclosure of Terms and Conditions
Effective June 1st, 2010
Please retain this booklet for your records.

899 S. Oyster Bay Road Bethpage,
NY 11714-1030 1-800-628-7070
www.bethpagefcu.com

Introduction: This brochure provides important information about your business accounts and services at Bethpage Federal Credit Union (Bethpage). Please review the information and retain this brochure for your records. In order to mitigate its risk exposure, Bethpage has elected not to open business accounts for Money Service businesses (MSBs) or its agents as defined in the Non-Bank Financial Institutions- Overview section of the Federal Financial Institutions Examination Council ("FFIEC") BSA/AML Examination Manual, published August 24, 2007. Bethpage reserves the right to deny membership to any other entity on the Non-Bank Financial Services list or mitigate its risk exposure. Business Accounts that participate in unlawful internet gambling transactions are prohibited by UIGEA (Unlawful Internet Gambling Enforcement Act). Indirect/Direct transactions that are associated and/or violate the UIGEA are prohibited from being processed via a Bethpage member account. Bethpage monitors transactions on accounts and if prohibited transactions are conducted, Bethpage reserves the right to close the accounts.

Current Rates: Current interest rates and annual percentage yields are available 24 hours a day, by calling Bethpage at 1-800-628-7070 or visit us at www.bethpagefcu.com.

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Business Savings Accounts

Definition: The words “you” and “your” refer to business entity named on the Business Account Signature Card. The words “BETHPAGE” and “Credit Union” refer to Bethpage Federal Credit Union.

Agreement: By completing the Business Account Signature Card you hereby request that BETHPAGE establish a Savings account for you. You agree that this Account will be subject to the terms and conditions set forth in this Agreement and on the application, both of which you have read. You may retain a copy of this Agreement, and you may request additional printed copies of these disclosures, by calling us at 1-800-628-7070, writing to us at P.O. Box 127 Bethpage, NY 11714. You may also e-mail your request to us at www.Bethpagefcu.com.

Rate Information: The current annual percentage yield (APY) and dividend rate relating to this Account are set forth on Bethpage’s website at www.Bethpagefcu.com or are available by calling 1-800- 628-7070. The APY and dividend rate may change every quarter, as determined by the Credit Union’s Board of Directors. The most current APY and dividend rate will be reflected in your periodic account statement.

Compounding and Crediting: Dividends are compounded and credited quarterly, on the last day of the quarter (March, June, September, and December) and are available to you any time after they are credited.

Minimum Balance Requirements: The minimum balance required to open a Business Savings Account and earn the disclosed APY is \$5.00.

Balance Computation Method: Dividends are calculated by the daily balance method, which applies a daily periodic rate to the principal in the Account each day.

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

Accrual of Dividends: Dividends will begin to accrue on the day you deposit cash or non-cash items (e.g. checks) to your Account.

Transaction Limitations: A maximum of six (6) automatic, on-line banking, preauthorized or telephonic withdrawals or transfers of funds, are permitted from the Account each month. No more than three of these withdrawals or transfers may be by check, draft, or debit card and payable to a third party. You may make an unlimited amount of withdrawals or transfers in-person at any BETHPAGE office or ATM machine, or by mail.

Statements: Any objection respecting any item shown on a monthly statement of this Account shall be waived unless made on or before the

sixtieth day following the day the statement is mailed, made available or otherwise delivered.

Bylaw Requirement: If you fail to complete payment of one share within 6 months of your admission to membership, or if you reduce your share balance below the par value of one share and do not increase the balance to at least the par value of one share within 60 days of the reduction, you may be terminated from membership at the end of a dividend period. Your shares may be transferred only to another member by written instrument in such form as the Credit Union may prescribe. The Credit Union reserves the right, at any time, to require members to give, in writing not more than 60 days notice of intention to withdraw the whole or any part of the amounts so paid in by them. You may not withdraw shareholdings that are pledged as required on security on loans without the written approval of a loan officer, except to the extent that such share exceed your total primary and contingent liability to the Credit Union. You may not withdraw any shareholdings below the amount of your primary or contingent liability to the Credit Union, if you are delinquent as a borrower, or if a borrower for whom you are a co-maker, endorser, or guarantor is delinquent.

Par Value of Shares: Dividend Period. The par value of a share in a Business Savings Account in this Credit Union is \$5.00. The dividend period is quarterly.

Credit Union Right of Offset: If any of the owners of this Account owe BETHPAGE any money, BETHPAGE may, at its discretion and without notifying you, apply all or part of the amount in this Account to repay the debt, whether or not the debt has matured.

Fees and Charges: Fees relating to this Account are set forth in the Business Account Fee Schedule, which is available on Bethpage’s website at www.Bethpagefcu.com, or by calling 1-800-628-7070. BETHPAGE reserves the right to change these fees and institute other fees in the future.

National Credit Union Share Insurance Fund: Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund.

Applicable Laws: Except as governed by federal law, this Agreement shall be construed and governed in accordance with the laws of the State of New York.

Other Terms and Condition: The use of this Account is subject to federal and state laws and regulations, and such other terms, conditions and requirements as BETHPAGE may establish from time to time. This Account may not be pledged, transferred or assigned to any party other than BETHPAGE. The Credit Union may obtain information about you from credit reporting sources, and report our experience with your

Account to credit bureaus and other creditors. The Credit Union may also request or use subsequent consumer reports in connection with a review, update, renewal or extension of your Account without additional notice to you. The Credit Union reserves the right to change this Account to another type of account without your approval if, in the Credit Union's judgment, the change does not adversely affect you. The Credit Union will notify you within 30 days of the change taking effect. If the Credit Union determines that a change to another type of account would be adverse to you, the change will not be made without your approval.

Business Checking Accounts

Definition: The words "you" and "your" refer to business entity named on the Business Account Signature Card. The words "BETHPAGE" and "Credit Union" refer to Bethpage Federal Credit Union.

Agreement: By completing the Business Account Signature Card, you hereby request that BETHPAGE establish a checking Account for you. You agree that this Account will be subject to the terms and conditions set forth in this Agreement and on the application, both of which you have read. You may retain a copy of this Agreement, and you may request additional printed copies of these disclosures, by calling us at 1-800-628-7070, writing to us at P.O. Box 127 Bethpage, NY 11714. You may also e-mail your request to us at www.bethpagefcu.com.

Rate Information: For the Interest-Bearing Checking Account, the current annual percentage yield (APY) and dividend rate relating to this Account is set forth on Bethpage's web-site at www.bethpagefcu.com, or by calling 1-800-628-7070. The APY and dividend rate may change every month, as determined by the Credit Union's Board of Directors. The most current APY and dividend rate will be reflected in your periodic account statement.

Compounding and Crediting: For the Interest-Bearing Checking Account, dividends are compounded and credited monthly, on the last day of the month, and are available to you any time after they are credited. For this account type, the dividend period is monthly.

Balance Computation Method: For the Interest-Bearing Checking Account, dividends are calculated by the daily balance method, which applies a daily periodic rate to the principal in the account each day.

Nature of Dividends: For the Interest-Bearing Checking Account, dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.

Accrual of Dividends: For the Interest-Bearing Checking Account, dividends will begin to accrue

on the day you deposit cash or non-cash items (e.g. checks) to your Account.

National Credit Union Share Insurance Fund: Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund.

Applicable Laws: Except as governed by federal law, this Agreement shall be construed and governed in accordance with the laws of the State of New York.

Fees and Charges: Fees relating to these Accounts are set forth in the Business Account Fee Schedule which is available on Bethpage's website at www.bethpagefcu.com, or by calling 1-800-628-7070. BETHPAGE reserves the right to change these fees and institute other fees in the future.

Transaction Limitations: Only check blanks, ATM Cards, Check Cards, Bethpage Telephone Banking, and other methods approved by BETHPAGE may be used to withdraw funds from this Account. If there are no deposits or withdrawals made to this Account for a period of 180 days, BETHPAGE may, at its discretion and without notifying you, close the Account by transferring the balance to your Savings Account.

Payments and Overdrafts: BETHPAGE is under no obligation to pay a check which exceeds the balance in this Account, but BETHPAGE may, at its election, choose to pay such a check or checks even if such payment creates an overdraft in the Account. BETHPAGE is under no obligation to pay a check on which the date is more than six months old. You may not write postdated checks and BETHPAGE will not be liable in any way for payment of postdated checks, or non-payment of other items due to the payment of postdated checks. If checks are written for amounts in excess of the account balance, BETHPAGE may transfer funds from any Business Savings Account maintained by the business entity whose name appears on the Business Account Signature Card, to repay the overdraft in this Account; in no event will BETHPAGE make any such transfer from any savings account if during the same month a total of six preauthorized or telephone transfers from the account have already been made.

Right to Stop Payment: Either orally or in writing, you may order BETHPAGE to stop payment of any item(s) payable on this Account. The order must be received in sufficient time to afford BETHPAGE an opportunity to act on it prior to any action by BETHPAGE with respect to the item(s). By ordering a stop payment, you agree to hold BETHPAGE harmless for all expenses and costs incurred by BETHPAGE for refusing payment on the item(s) specified in the stop payment order. BETHPAGE will attempt to comply with a stop payment order and will exercise ordinary care in doing so. If BETHPAGE does pay the item(s), you agree that BETHPAGE

will charge your Account for the amount of the item(s). Your sole remedy in such case will be to prove and collect only such actual money damages as you may have incurred as a result of BETHPAGE paying the item(s) contrary to the stop payment order. A stop payment order shall become effective on the business day following the date of the order and shall remain in effect for a period of SIX (6) MONTHS unless renewed or extended by you in writing.

Statements: Any objection respecting any item shown on a monthly statement of this Account, or on a monthly statement of the Unsecured "Line of Credit Account" (if applicable) shall be waived unless made on or before the sixtieth day following the day the statement is mailed, made available or otherwise delivered.

Credit Union Right of Offset: If any of the owners of this Account owe BETHPAGE any money, BETHPAGE may, at its discretion and without notifying you, apply all or part of the amount in this Account to repay the debt, whether or not the debt has matured.

Access Device Authorization: For Accounts opened prior to 11/9/03: If Bethpage has issued a Check Card, Bethpage ATM Card, a Telephone Banking Personal Identification Number (PIN), and/or any other access device for an account having had the same base account number as this account, the access device may be used to access this account. Any person who has been issued an access device for an account owned by you having had the same base account number as this account, will be able to use the device to access this account even if that person is not otherwise authorized to access it. For Accounts opened on or after 11/9/03: If Bethpage issues or has issued a Check Card, Bethpage ATM Card, a Telephone Banking Personal Identification Number (PIN), and/or any other access device for any of the joint owners on this account, that access device will be able to access this account.

Other Terms and Conditions: The use of this Account is subject to federal and state laws and regulations, and such other terms, conditions and requirements as BETHPAGE may establish from time to time. This Account may not be pledged, transferred or assigned to any other party other than BETHPAGE. The Credit Union may obtain information about you from credit reporting sources, and report your experience with your Account to credit bureaus and other creditors. The Credit Union may also request or use subsequent consumer reports in connection with a review, update, renewal or extension of your Account without additional notice to you. The Credit Union reserves the right to change this Account to another type of account without your approval if, in the Credit Union's judgment, the change does

not adversely affect you. The Credit Union will notify you within 30 days of the change taking effect. If the Credit Union determines that a change to another type of account would be adverse to you, the change will not be made without your approval. The Credit Union reserves the right to terminate this Account at any time, including if excessive non-sufficient funds (NSF) checks are written against or deposited into this Account, or if it remains in an overdrawn status.

Business Money Market Accounts

Definition: The words "you" and "your" refer to the business entity named on the Business Account Signature Card and the application for this account. The words "BETHPAGE" and "Credit Union" refer to Bethpage Federal Credit Union.

Agreement: By completing this application you hereby request that BETHPAGE establish a money market Account for you. You agree that this Account will be subject to the terms and conditions set forth in this Agreement and on the application, both of which you have read. You may retain a copy of this Agreement and you may request additional printed copies of these disclosures, by calling us at 1-800-628-7070, or by writing to us at P.O. Box 127, Bethpage, NY 11714. You may also e-mail you request to us at www.bethpagefcu.com.

Rate Information: The current annual percentage yield (APY) and dividend rate relating to this Account are set forth on Bethpage's website at www.bethpagefcu.com, or by calling 1-800-628-7070. The APY and dividend rate may change every month, as determined by the Credit Union's Board of Directors. The most current APY and dividend rate will be reflected in your periodic account statement.

Compounding and Crediting: Dividends are compounded and credited monthly, on the last day of the month, and are available to you any time after they are credited. For this Account type the dividend period is monthly.

Minimum Balance Requirements: This account may be subject to a minimum balance requirement. For any day during which the balance falls below the required minimum balance, you will earn the dividend rate then in effect for Savings Accounts. The minimum balances required to earn the corresponding APY's, are set forth in a separate rate sheet set forth on Bethpage's website at www.bethpagefcu.com, or are available by calling 1-800- 628-7070. A minimum balance needs to be maintained in order to avoid fees as set forth in Business Account Fee Schedule.

Balance Computation Method: Dividends are calculated by the daily balance method, which applies a daily periodic rate to the principal in the Account each day.

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

Accrual of Dividends: Dividends will begin to accrue on the day you deposit non-cash items (e.g., checks) to your Account.

Transaction Limitations: Only check blanks, ATM Cards, Check Cards, Bill Payment, Bethpage Telephone Banking, and other methods approved by BETHPAGE may be used to withdraw funds from this Account. All withdrawals, transfers, and/or additional deposits, must be for a minimum of \$250.00. A maximum of six (6) transfers of funds, of which no more than three (3) may be by check, are permitted from this Account each month. An unlimited number of in-person withdrawals of \$250.00 or more may be made at any BETHPAGE branch office or Bethpage ATM. No overdraft protection is provided for this Account. Shares in this Account may not be used as security for a loan. If there are no deposits or withdrawals made to this Account for a period of 180 days, BETHPAGE may, at its discretion and without notifying you, close the Account by transferring the balance to your Savings Account.

Payments And Overdrafts: BETHPAGE is under no obligation to pay a check which exceeds the balance in the Account, but BETHPAGE may, at its election, choose to pay such a check or checks even if such payment creates an overdraft in the Account. BETHPAGE is under no obligation to pay a check on which the date is more than six months old. You may not write postdated checks and BETHPAGE will not be liable in any way for payment of postdated checks, or non-payment of other items due to the payment of postdated checks.

Right to Stop Payment: Either orally or in writing, you may order BETHPAGE to stop payment of any item(s) payable on this Account. The order must be received in sufficient time to afford BETHPAGE an opportunity to act on it prior to any action by BETHPAGE with respect to the item(s). By ordering a stop payment, you agree to hold BETHPAGE harmless for all expenses and costs incurred by BETHPAGE for refusing payment on the item(s) specified in the stop payment order. BETHPAGE will attempt to comply with a stop payment order and will exercise ordinary care in doing so. If BETHPAGE does pay the item(s), you agree that BETHPAGE will charge your Account for the amount of the item(s). Your sole remedy in such case will be to prove and collect only such actual money damages as you may have incurred as a result of BETHPAGE paying the item(s) contrary to the stop payment order. A stop payment order shall become effective on the business day following the date of the order and shall remain in effect for

a period of SIX (6) MONTHS unless renewed or extended by you in writing.

Statements: Any objection respecting any item shown on a monthly statement of this Account, or on a monthly statement of the "Line of Credit Account" (if applicable) shall be waived unless made on or before the sixtieth day following the day the statement is mailed or otherwise delivered.

Credit Union Right Of Offset: If any of the account holders on this Account owe BETHPAGE any money, BETHPAGE may, at its discretion and without notifying you, apply all or part of the amount in this Account to repay the debt, whether or not the debt has matured.

Access Device Authorization: For Accounts opened prior to 11/9/03: If Bethpage has issued a Check Card, Bethpage ATM Card, a Telephone Banking Personal Identification Number (PIN), and/or any other access device for an account having had the same base account number as this account, the access device may be used to access this account. Any person who has been issued an access device for an account owned by you having had the same base account number as this account, will be able to use the device to access this account even if that person is not otherwise authorized to access it. For Accounts opened on or after 11/9/03: If Bethpage issues or has issued a Check Card, Bethpage ATM Card, a Telephone Banking Personal Identification Number (PIN), and/or any other access device for any of the joint owners on this account that access device will be able to access this account.

Fees and Charges: Fees relating to this Account are set forth in the Business Account Fee Schedule which is available on Bethpage's website at www.bethpagefcu.com or by calling 1-800-628-7070. BETHPAGE reserves the right to change these fees and institute other fees in the future.

National Credit Union Share Insurance Fund: Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund.

Applicable Laws: Except as governed by federal law, this Agreement shall be construed and governed in accordance with the laws of the State of New York.

Other Terms and Conditions: The use of this Account is subject to federal and state laws and regulations, and such other terms, conditions and requirements as BETHPAGE may establish from time to time. This Account may not be pledged, transferred or assigned to any party other than BETHPAGE. The Credit Union may obtain information about you from credit reporting sources, and report your experience with your Account to credit bureaus and others who may inquire about your experience with your Account.

The Credit Union may also request or use subsequent consumer reports in connection with a review, update, renewal or extension of your Account without additional notice to you. The Credit Union reserves the right to change this Account to another type of account without your approval if, in the Credit Union's judgment, the change does not adversely affect you. The Credit Union will notify you within 30 days of the change taking effect. If the Credit Union determines that a change to another type of account would be adverse to you, the change will not be made without your approval. The Credit Union Reserves the right to terminate this Account if excessive non-sufficient funds (NSF) checks are written against or deposited into this Account, or if it remains in an overdrawn status.

Joint Signature Account Agreement: If the Business Account Signature Card bearing the same base account number as more than one person signs this Account, BETHPAGE is hereby authorized to recognize any of the signatures subscribed thereon in the payment of funds or the transaction of any business for this Account. All sums now paid in on shares, or heretofore or hereafter paid in on shares by any or all of said joint owners to their credit as such joint owners, with all accumulations thereon, are and shall be owned by them jointly, with right of survivorship and be subject to the withdrawal or receipt of any of them, and payment to any of them or the survivor or survivors shall be valid and discharge BETHPAGE from any liability for such payment. One or more joint owners may deposit in the Account checks or other instruments payable to any of them and hereafter draw on the deposit in accordance with this Agreement and the terms and conditions of this Account. The right or authority of BETHPAGE under this Agreement shall not be changed or terminated by said owners, or any of them except by written notice to BETHPAGE, which shall not affect transaction therefore made.

Business Certificate Accounts

Definition: The words "you" and "your" refer to the business entity named on the Business Account Signature Card. The words "BETHPAGE" and "Credit Union" refer to Bethpage Federal Credit Union.

Agreement: By completing the Business Account Signature Card and this application you hereby request that BETHPAGE establish a certificate Account for the business entity named on the Account Signature Card. You agree that this Account will be subject to the terms and conditions set forth in this Agreement and on the application, both of which you have read. You may retain a copy of this Agreement or you may request additional printed copies of these disclosures, by calling us at 1-800- 628-7070, writing to us at P.O. Box 127 Bethpage, NY

11714. You may also e-mail your request to us at www.bethpagefcu.com.

Rate Information applicable to Fixed Rate

Certificate Accounts: The current annual percentage yield (APY) and dividend rate relating to this type of account are set forth on Bethpage's website at www.bethpagefcu.com, or are available by calling 1-800-628-7070. The actual rate for this Account will appear on your receipt.

Rate Information applicable to Variable Rate

Certificate Accounts: The current annual percentage yield (APY) and dividend rate relating to this type of account are set forth on Bethpage's website at www.bethpagefcu.com, or are available by calling 1-800- 628-7070. The actual initial rate for this Account will appear on your receipt. The dividend rate and APY for this Account are variable rates and may increase or decrease each month. On the first day of each month, during the term of this Certificate Account, the dividend rate will be adjusted to a rate equal to the Federal Funds Target Rate, established by the Federal Open Market Committee of the Federal Reserve System, as published in The Wall Street Journal on the 25th day of the immediately preceding month (or on the next day of publication if The Wall Street Journal is not published on the 25th), less a margin of .25%. If the Federal Funds Target Rate is no longer available, BETHPAGE will choose a comparable index. In any case the dividend rate for this Account will not fall below the rate in effect for our Savings Account on the day the rate for this Certificate Account adjusts.

Compounding and Crediting: Dividends are compounded daily and credited either monthly or quarterly. When you open your Account, or at the time of renewal, you may elect to have dividends paid monthly if they are transferred to a Savings, Money Market or Checking Account, or quarterly if they are to be retained in this Certificate Account. The APY is based on an assumption that dividends will remain in the Account until maturity. A withdrawal of dividends will reduce your earnings.

Access Device Authorization: For Accounts opened prior to 11/9/03: If Bethpage has issued a Check Card, Bethpage ATM Card, a Telephone Banking Personal Identification Number (PIN), and/or any other access device for an account having had the same base account number as this account, the access device may be used to access this account. Any person who has been issued an access device for an account owned by you having had the same base account number as this account, will be able to use the device to access this account even if that person is not otherwise authorized to access it. For Accounts opened on or after 11/9/03: If Bethpage issues or has issued a Check Card, Bethpage

ATM Card, a Telephone Banking Personal Identification Number (PIN), and/or any other access device for any of the joint owners on this account, that access device will be able to access this account.

Minimum Balance Requirements applicable to Fixed Rate Certificate Accounts: This account may be subject to a minimum opening balance requirement as set forth in the business account fee schedule.

Minimum Balance Requirements applicable to Variable Rate Certificate Accounts: This account may be subject to a minimum opening balance requirement. For any day during which the balance falls below the minimum (as set forth in the business account fee schedule) you will earn the dividend rate then in effect for Savings Accounts.

Balance Computation Method: Dividends are calculated by the daily balance method, which applies a daily periodic rate to the principal in the Account each day.

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

Accrual of Dividends: Dividends will begin to accrue on the day you deposit non-cash items (e.g., checks) to your Account.

Transaction Limitations applicable to Fixed Rate Certificate Accounts: After the Account is opened; you may not deposit additional funds into the Account until the maturity date.

Transaction Limitations applicable to Variable Rate Certificate Accounts: After the Account is opened; you may deposit additional funds into the Account. Once the Account is opened, the minimum amount for all subsequent deposits is \$25.00.

Maturity Date: This Account will mature on the date set forth in Account certificate.

Early Withdrawal Penalties: Except for withdrawals made within seven (7) days of the date the Account is opened or within seven (7) days of a previous withdrawal, penalties may be imposed only on actual dividends earned and not on the principal amount of the Account. Unless otherwise disclosed, certificate accounts with a term of one year or less, withdrawals made prior to maturity are subject to an early withdrawal penalty equal to ninety (90) days' interest at the dividend rate and forfeiture of any dividends accrued but not yet credited to the account on the amount for an early withdrawal, the penalty amount may be imposed on the principal. For certificate accounts with a term of more than one year, withdrawals made prior to maturity are subject to an early withdrawal penalty equal to one hundred eighty (180) days' interest at the dividend rate and forfeiture of any dividends accrued but not yet credited to the account on the

amount withdrawn. In assessing the penalty amount for an early withdrawal, the penalty amount may be imposed on the principal. No redemption penalties will be imposed if: 1) The withdrawal is subsequent to the death of any owner of the Account; or 2) The withdrawal is a result of the voluntary or involuntary liquidation of the Credit Union.

Renewal Policies: Your Certificate Account will automatically renew at maturity for the same number of months you originally selected at the then prevailing rate. You will be notified at least thirty (30) days prior to the maturity date. You will have a grace period of seven (7) calendar days after the maturity date to withdraw the funds in the Account without being charged an early withdrawal penalty.

Credit Union Right Of Offset: If any of the account holders on this Account owe BETHPAGE any money, BETHPAGE may, at its discretion and without notifying you, apply all or part of the amount in this Account to repay the debt, whether or not the debt has matured.

Fees and Charges: Fees relating to this Account are set forth in the Business Account Fee Schedule which is available on Bethpage's website at www.bethpagefcu.com, or by calling 1-800-628-7070. BETHPAGE reserves the right to change these fees and institute other fees in the future.

Applicable Laws: Except as governed by federal law, this Agreement shall be construed and governed in accordance with the laws of the State of New York.

National Credit Union Share Insurance Fund: Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund.

Other Terms and Conditions: The use of this Account is subject to federal and state laws and regulations, and such other terms, conditions and requirements as BETHPAGE may establish from time to time. This Account may not be pledged, transferred or assigned to any party other than BETHPAGE. The Credit Union may obtain information about you from credit reporting sources, and report your experience with your Account to credit bureaus and others who may inquire about your experience with your Account. The Credit Union may also request or use subsequent consumer reports in connection with a review, update, renewal or extension of your Account without additional notice to you. The Credit Union reserves the right to change this Account to another type of account without your approval if, in the Credit Union's judgment, the change does not adversely affect you. The Credit Union will notify you within 30 days of the change taking effect.

Funds Availability Policy Business Checking and Savings

Funds Availability: This policy provides information to allow you to determine when funds you deposit or receive at Bethpage are available to pay checks or be withdrawn in cash. It is applicable to your Business Checking and Savings Account(s) with us unless you receive notice that a different policy applies. Most deposits require some period of time to “clear” because it takes us time to determine whether the deposited items will be paid. The time it takes varies with the kind of deposit involved, the location of the source of the funds, or both. Therefore, it is necessary to delay the availability of funds while collection is in progress. During the delay, you may not withdraw the funds and we will not use the funds to pay checks that you have written.

Determining the Availability of a Deposit: When we delay the availability of a deposit the length of the delay is counted in business days from the next day of your deposit. The day of your deposit is not considered a business day. Every day is a business day except Saturdays, Sundays and federal holidays. If you make a deposit at any of our offices or ATMs on a business day that we are open, we will consider that day to be the day of your deposit; however the hold will start on the next business day. If you make a deposit at one of our ATMs on a day we are closed, we will consider the that the deposit was made on the second business day we are opened

Same Day Availability: Funds from Electronic direct deposits, including wire transfers and pre-authorized credits such as direct deposit, social security payments, and direct payroll payments, will be available on the day we receive the deposit. Funds from the following deposits made at teller stations staffed by Bethpage employees are available on the day of deposit for purposes of payment of checks presented to us through banks and for cash withdrawal.

- Cash
- Checks drawn on Bethpage Federal Credit Union
- U.S. Treasury, Federal Reserve Bank and Federal Home Loan Bank checks, and money orders, that are payable to you.
- Checks issued by a state or its counties, cities, towns or villages and deposited at a BETHPAGE branch office located in the same state (“local government checks”), and cashier’s, certified, teller’s, and traveler’s checks, if these items are payable to you.
- The first \$500.00 of a day’s total deposit of local checks that are payable to you. The balance will be made available in accordance with the local schedules disclosed below.

Other Checks: The delay for other check deposits depends on whether the check is a local check. A check is considered a local check if it is drawn on a bank located in the same Federal Reserve check-processing region as the BETHPAGE branch office where it is deposited.

Local Checks: Funds drawn on a financial institution located in the same Federal Reserve check processing region as the Bethpage branch office where you transact your deposit are available after the second business day following the day of your deposit. Example: If you deposit one or more local checks, which total \$1,400 on Monday, \$500 is available on Monday and the remaining \$900 is available on Thursday.

ATM Deposits - Same Day Availability: The first \$200.00 of all funds deposited at an ATM will be available on the day of deposit.

ATM Deposits - Next Day Availability: Funds in excess of the first \$200.00 from the following deposits at an ATM will be available on the first business day after the day of your deposit.

- Cash
- Checks drawn on Bethpage Federal Credit Union
- U.S. Treasury, Federal Reserve Bank and Federal Home Loan Bank checks, and money orders, that are payable to you.
- Checks issued by a state or its counties, cities, towns or villages and deposited at a BETHPAGE branch office located in the same state (“local government checks”), and cashier’s, certified, teller’s, and traveler’s checks, if these items are payable to you.

Other Check Deposits: Deposits at and ATM after 6:00p.m. will be considered received on the business day following the day of your deposit. The balance of all local checks deposited at an ATM will be available on the second business day of your deposit.

Longer Delays May Apply: Funds you deposit by check may also be delayed for a longer period if:

- Your account is open less than 30 days.
 - You deposit checks totaling more than \$5000.00 on any one business day.
 - We believe a check you deposit will not be paid.
 - You or we re-deposit a check that has been returned unpaid.
 - You have overdrawn your account repeatedly in the last six months.
 - There is an emergency, such as failure of communications or computer equipment.
- We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. The first \$500 of the deposit will be available on the day we receive the deposit; the excess over \$500 will be available no later than the seventh business day after the day of your deposit for all local checks.

Member Notification: BETHPAGE may change the Policy of Funds Availability from time to time. Members who regularly receive monthly statements will receive written notice at least 30 days prior to the effective date of any change, unless the change shortens the delay, in which event we may give the notice later. We will also post signs giving such notice, and make copies of any revised Policy available at our branches.

Additional Information: This policy does not apply to checks drawn on banks outside the United States, its territories and possessions. We reserve the right to reject any deposit or to accept checks for collection only. We reserve the right to refuse any check containing multiple endorsements when one or more endorser is unknown to us. Bethpage's additional regulations applicable for each type of account remain in effect, and are available upon request.

Electronic Funds Transfer Agreement For Business Accounts

In this Agreement the words "you" and "your" mean the business entity and/or individuals named on the Business Account Signature Card. The words "us", "we", "our", and "BETHPAGE" mean Bethpage Federal Credit Union. The word "Bethpage ATM" means an automated teller machine owned by BETHPAGE. The word "ATM" means any automated teller machine not owned by BETHPAGE. The word "PIN" means a personal identification number which must be used to perform transactions at a Bethpage ATM, ATM, Bethpage Online or when using Bethpage Telephone Banking. The words "ATM Card" and "Check Card" mean an access card issued by us to you, for you to use to access your authorized account(s) electronically. The words "Bethpage Online" mean the Internet banking package available through our website. The word "Password" means a personal identification code used to access Bethpage Online.

Purpose of This Agreement: This agreement covers your use of certain electronic funds transfer services including those performed with an ATM Card or Check Card at a Bethpage ATM, ATM or merchant, or those performed using Bethpage Telephone Banking, or Bethpage Online which we make available to you. It also defines your and our responsibilities with respect to electronic funds transfers. You understand that the agreements and rules and regulations applicable to all of your accounts with us remain in effect and continue to be applicable except as specifically modified by this Agreement.

Application of This Agreement: An electronic fund transfer is a transfer of funds, other than by check or paper instrument, which is performed through use of a telephone, Bethpage ATM or ATM, computer, magnetic tape or other electronic means. The electronic funds transfers which are covered by this Agreement are: (i) the direct

deposit of Social Security checks and other recurring payments from governmental agencies; direct deposit of payroll, payroll deductions or other debits or credits to your share accounts using the Automated Clearing House (ACH); payments you have, by agreement with a third party, authorized to be made by debit to your account; (ii) transactions made at Bethpage ATM's; (iii) transactions made at ATM's; (iv) payment for purchases at merchants that have agreed to accept the ATM Card or Check Card (referred to as Point of Sale or "POS" transactions); (v) transactions made using Bethpage Telephone Banking or Bethpage Online, including but not limited to, inquiries, transfers (transfers from Savings and Money Market are limited to six (6) per month), advances from unsecured lines of credit (Note: advances from unsecured lines of credit may be up to a maximum amount of \$10,000.00), inquiries as to the last 15 transactions on an account, requests for withdrawal checks (minimum amount \$5.00 - maximum \$10,000.00), and Loan advance checks from unsecured Lines of Credit (maximum \$10,000.00). **Note:** Checks will be mailed only to the address appearing in our records.

Your ATM Card or Check Card: To perform electronic funds transfers at Bethpage ATM's or ATM's, in addition to your ATM Card or Check Card, you will be required to use your PIN. To perform POS transactions you may be required to use your PIN or sign a sales draft. We will send you a PIN by mail after we send you your ATM Card or Check Card. You may use this PIN or you may encode a PIN that you select at one of our offices. It is important to remember this number and to prevent others from discovering it since, if someone else obtains your PIN and ATM Card or Check Card, he/she can make withdrawals from your accounts. If you do not want to use the ATM Card or Check Card, you should destroy it at once by cutting it in half. If you authorize us to issue a ATM Card or Check Card (or any other access device) to anyone else, you authorize that individual to withdraw funds from any account (including a Line of Credit account) which can be accessed by the ATM Card or Check Card, regardless of whether that individual is authorized to withdraw money from the account by any means other than by use of the ATM Card or Check Card.

Your PIN OR PASSWORD: In order to use Bethpage Telephone Banking or Bethpage Online, you must use a PIN or Password. If you do not want to use the PIN or Password issued to you, destroy the notification form when you receive it. It is important to remember this PIN or Password and prevent others from discovering it since, if someone else obtains your PIN or Password, he/she can make transactions, including withdrawals from your accounts. If you

authorize us to issue a PIN or Password (or any other access device) to anyone else, you authorize that individual to withdraw funds from any account (including a Line of Credit account) which can be accessed by Bethpage Telephone Banking or Bethpage Online, regardless of whether that individual is authorized to withdraw money from the account by any means other than by the use of Bethpage Telephone Banking or Bethpage Online.

Making Electronic Funds Transfers: You agree to follow the instructions posted or otherwise given by us for use of our Bethpage ATM's, ATM's, Bethpage Telephone Banking or Bethpage Online.

Limitations on Withdrawals: Each day you may withdraw up to a maximum of one thousand (\$1,000.00) dollars in cash at a Bethpage ATM or ATM, up to one thousand (\$1,000.00) dollars for POS transactions when using your ATM Card, or two thousand five hundred (\$2,500.00) dollars when using your Check Card for POS transactions done in person at a merchant location, or one thousand (\$1,000.00) dollars when using your Check Card for POS transactions that you do not transact in person at the merchant location, subject to the following conditions: (1) at the time you use your ATM Card or Check Card the POS terminals, Bethpage ATM's or ATM's are "on-line" to our computer system; (2) you have sufficient funds in your Savings Account or Checking Account or available under your Line of Credit. If the Bethpage ATM, ATM, or POS terminal is not "on-line" at the time you use the machine or attempt the transaction lower limits may apply, otherwise known as "off-line" limits. Once you have reached these "off-line" limits, you will be unable to obtain any additional funds if, subsequently, the Bethpage ATM's, ATM's, or merchants are not on-line that same day. ATM operators and POS merchants may have additional and/or different transaction limits beyond the control of Bethpage.

Provisional Credits: Credit given by us to you with respect to an ACH credit entry is provisional until we receive final settlement through a Federal Reserve Bank. If we do not receive such final settlement you agree that we are entitled to a refund for the amount credited. All deposits and loan payments made at Bethpage ATM's will be provisionally credited subject to subsequent verification and collection. Please refer to our rules governing funds availability for further details about the availability of deposits made at Bethpage ATM's.

Withdrawal of Unavailable Funds: If an ATM Card or Check Card is used to withdraw funds and you have or had insufficient funds in the account used for this transaction, or for any other reason the withdrawal may not be processed, you authorize us to withdraw the amount of

insufficient funds from any other accounts you have with us and charge an overdraft fee or to process an advance against your available Line of Credit in an amount equal to the amount of insufficient funds. If, at that time, by following these procedures, we are unable to obtain reimbursement, you will be charged a non-sufficient funds fee for each improper withdrawal and you agree to pay us the monies you owe us including the applicable fee within 24 hours after we notify you. You agree that we may continue to follow these procedures to obtain reimbursement of the monies you owe us, including the applicable fee.

Receipts: You will receive a receipt for each transaction that is made at a Bethpage ATM, ATM, or POS location. You will not receive a receipt for transactions performed using Telephone Banking or Bethpage Online.

Periodic Statements: Your electronic funds transfers will appear on your monthly statement. Pre-authorized Statements: If you have arranged to have recurring payments (such as Social Security, pension or payroll) made directly to your Bethpage account, you will receive proof of payment from the agency or company making the payment. You will not receive any notice from us other than your monthly statement of account.

Pre-authorized Credits-Social Security Payments: If you have arranged to have Social Security payments made directly to your BETHPAGE account, the deposit will be reflected on your monthly Statement of Account. If you need to verify that the deposit was made prior to receiving your monthly statement, you may do so by calling 1-800- 628-7070.

Pre-authorized Debits: You may make arrangements with other companies to make payments to them out of your Checking Account. You will not receive any notice from us other than your monthly Statement of Account. If these regular payments may vary in amount, the person you are going to pay will tell you 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

Your Right to Stop Payment of Pre-authorized Debits and How To Do So: If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call us at 1-800-628- 7070, or write us at P.O. Box 127, Bethpage, New York, 11714, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. If you order us to stop one of these payments 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. A stop payment order will remain in effect for a period of SIX (6) MONTHS unless renewed or extended by you in writing.

In Case of Errors or Questions About Your Electronic Transfer:

Contact Bethpage Federal Credit Union if you think there is an Unauthorized or Improper Corporate Entry. We must hear from you within 24 hours from when the error appeared. Tell us your name and account number, describe the error or the transaction 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.

Your Liabilities for Unauthorized Transactions:

Tell us **AT ONCE** if you believe your ATM Card, Check Card, PIN or Password has been lost, stolen or discovered by an unauthorized person. Telephoning is the best way of keeping your possible losses down. You are responsible for ALL transactions, which that person initiates at any time.

Limitation of Our Liability for Failure to Complete Transactions:

We will not be liable for transactions not properly completed on time or for the correct amount, as a result of but not limited to the following reasons; (a) if through no fault of ours, your account does not contain enough money (or sufficient collected funds) to complete the transaction; (b) in the case of direct deposit, through no fault of ours, the other parties to the transaction fail to initiate it; (c) your account is frozen because of a court order or similar reason; (d) the Bethpage ATM or ATM where you are making the transfer does not have enough cash; (e) the Bethpage ATM, ATM, Telephone Banking, computer, or other electronic funds transfer system was not working properly and you knew this at the time you started the transfer; (f) the transaction would exceed your Line of Credit; (g) your ATM Card, Check Card, PIN or Password has been reported lost or stolen and we have blocked the account; (h) circumstances beyond our control prevent the transaction, despite reasonable precautions we have taken.

Reporting a Lost ATM Card, Check Card, PIN or Password:

If you believe your ATM Card, Check Card, PIN or Password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call: 1-800-628-7070 or write to us at P.O. Box 127, Bethpage, New York, 11714, Attention: Transaction Card Department.

Business Day Disclosure: Our business days are Monday through Thursday, 7:30 a.m. to 5 p.m. and Friday, 7:30 a.m. to 7:00 p.m. excluding holidays.

Ownership of ATM Card and Check Card: The ATM Card and Check Card remains the property of Bethpage Federal Credit Union and you agree

to surrender the cards to BETHPAGE upon demand or through retrieval by a Bethpage ATM or ATM.

Fees and Charges: All transactions at Bethpage ATM's are free. Withdrawals at other financial institutions' ATM's, the first six (6) withdrawals per month are free. The seventh and subsequent withdrawals during the month will be charged \$1.00 each. Additional transaction fees may also be charged by the ATM owner, operator, or the network utilized to effectuate the transaction. In accordance with paragraph 8 of this Agreement, in some instances, there is an overdraft fee or a non-sufficient funds (NSF) charge for withdrawal of unavailable funds, as set forth in the Bethpage fee schedule. We reserve the right to change these charges and institute other charges in the future.

Termination or Amendment: We may terminate your right to make electronic funds transfers at any time or amend the terms of this Agreement or cancel this Agreement or the electronic funds transfer services. Amendments to this Agreement will be effective when indicated and will be posted in our offices and/or mailed to you.

Agreement Controls: Both you and we will be bound by this Agreement. If there is a conflict between this Agreement and something said by one of our employees, you agree that this Agreement controls.

Applicable Laws: Except as governed by federal law, this Agreement shall be construed and governed in accordance with laws of the State of New York.

Permissible Use: BETHPAGE may from time to time limit permissible Electronic Funds Transfers (EFT's). In any case, EFT's may only be used for transactions permitted by law. You agree that illegal use of EFT's will be deemed an action of default and/or breach of contract and such service and/or other related services may be terminated at the discretion of BETHPAGE. You further agree, should you or any authorized user, conduct illegal activity through the use of an EFT, to waive the right to sue Bethpage for such illegal activity or, activity directly or indirectly related to it. You also agree to indemnify and hold Bethpage harmless from any suits or other legal action or liability, directly or indirectly, resulting from such illegal activity.

Copy Received: You acknowledge receipt of a copy of this Agreement. If you receive this agreement online: You may print a copy of this Agreement for your records or you can receive a printed copy by calling us at 1-800- 628-7070 or writing to P.O. Box 127, Bethpage, NY 11714. You may also retain a copy of this Agreement by saving it to a file on your personal computer. In order to save and view this agreement, you will need software that will allow you to copy it into a format that you can keep. To print this Agreement

you will need a printer and to save it you will need a storage device such as a disk drive or tape drive. It is your responsibility to maintain the necessary hardware and software that will enable you to print or save this Agreement for your records. You hereby consent to receiving this agreement electronically.

Acceptance: Your use of an electronic service constitutes your acceptance of the terms and conditions of this agreement.

