

KINGS FEDERAL CREDIT UNION

BUSINESS ACCOUNT AGREEMENT

We are providing you with our Business Account Agreement (the "Agreement" as further defined below). The Personal Account Agreement was provided to you at the opening of your Primary Savings Account (personal account) and the information provided in the Personal Account Agreement is applicable to all business accounts, in addition to the Business Account Agreement.

Notwithstanding the foregoing, certain provisions of the Truth-in-Savings Account Disclosures and Electronic Fund Transfer Agreement are applicable only to natural-person members with accounts established primarily for personal, family, or household purposes and do not apply to Business Accounts (as defined below).

We urge you to read both Agreements carefully and keep for future reference. Please feel free to contact us at (559) 582-4438 for further clarification if necessary.

The term "Agreement" includes, but is not limited to, this document, the Membership and Account Agreement, the Account Application, and any other agreement that is applicable to a specific account or service offered by KFCU. These Agreements, Disclosures, Applications, and Schedules, together with specific terms and conditions governing your Account(s), provided separately, details our relationship with you.

In this Agreement, each and all of the signers may be referred to as "you," "your," "Account Signer" or "Account Owner." Kings Federal Credit Union (KFCU) may also be referred to as "we," "our," and "us."

This Agreement will be binding to all owners, signers, personal representatives, executors, administrators, and successors. This agreement is the contract that governs your business account.

This Agreement also refers to and includes other disclosures we may provide to you, including but not limited to: (1) product information; (2) rate information; (3) services and fees; and (4) other disclosures, agreements, and amendments that we may provide to you. All may contain information on fees that apply to your accounts.

1. Organizational Accounts. An organization may open an account with KFCU if all organization members/participants are eligible for membership at KFCU. The organization must be assigned a taxpayer identification number through the IRS. There are account limitations on Organizational Accounts: no debit card is issued to Organizational Accounts.

2. Business Accounts. The term "Business Account" means any Account maintained or opened by or in the name of any corporation, partnership, sole proprietorship, unincorporated association or club, limited liability company, or any other organization. The words "you" and "your" refer to the Account Owner named on the Non-Personal Membership Application ("Application") or any other document or instrument executed in connection with the opening, maintenance, or modification of any Business Account in addition to the other terms of this Business Account Agreement ("Agreement"). In the event of a conflict between the terms in the Agreement and other parts of the Membership and Account Agreement, the terms and conditions herein shall control.

2.1 You expressly represent that: (i) the business named on any Application is duly organized, validly existing, and in good standing under the laws of the state where organized and has filed the necessary organizational documents with the Secretary of State's office or County office in a manner sufficient to ensure that no other person or entity shall conduct business under the same name or any name deceptively similar to that of the Account Owner; (ii) each officer, partner, agent, representative, or other party who signs on any Application as an Authorized Signer is qualified and authorized to sign in the capacity represented and is empowered to so act on behalf of the Account Owner named; and (iii) the Account Owner named on any Application is either presently a member of the Credit Union or is eligible to apply for membership in keeping with the membership requirement set forth in this Agreement.

2.2 Any of the Authorized Signers on any Application shall be authorized to transact business on behalf of the Account Owner with respect to the Business Account(s) designated on the Application and are authorized to: (i) deposit and withdraw any of the funds of the Account Owner in such Business Account(s), whether represented by cash, checks, notes, any electronic transactions, or other evidences of debit or credit; (ii) sign for and receive the statements and records of the Account Owner with respect to any such Business Account(s); (iii) stop payment against checks or other payment orders; (iv) make withdrawals or transfers from any such Business Account(s) for the purpose of purchasing Certificates; and (v) make any other agreements and stipulations with us with respect to such Business Account(s) and to bind the Account Owner thereto.

2.3 The endorsement of the Account Owner of items for deposit may be written or stamped without designation of the party making the endorsement.

2.4 We are authorized to honor any and all withdrawals of the Account Owner's funds by any of the Authorized Signers, whether such withdrawals are presented for cash or for credit to the personal account of such party, and we need make no inquiry concerning any such action. You acknowledge that you may not stipulate that withdrawals and other actions be performed and signed by two or more Authorized Signers. You agree that any designation by you requiring the signatures of two or more persons is for your internal

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business purposes only and is not binding on us.

2.5 We will not be liable for any loss occasioned by the fraud, negligence, or misapplication of funds by any of the Authorized Signers. The Account Owner and all of the Authorized Signers, jointly and individually, agree to defend, indemnify, and hold KFCU harmless of any claims, demands, expenses, losses or damages, resulting from or directly or indirectly related to any such activity of such parties with regard to any Business Account maintained with us.

2.6 The Account Owner and the Authorized Signers agree to execute or provide such additional documentation as we may require or deem appropriate in connection with the opening and maintaining of any Business Account.

2.7 The Account Owner and all Authorized Signers authorize us to recognize the facsimile signature(s) appearing on any Application and to charge the Account Owner for all checks, withdrawals, or similar orders drawn on business accounts maintained by the Account Owner. We will be so authorized so long as any facsimile signature reasonably resembles the facsimile signature appearing on any Application.

2.8 We may adopt policies from time to time under which we may issue Debit Cards, other electronic access devices, or personal identification numbers (PINs) to persons designated by the Account Owner, at the Account Owner's request. You acknowledge and agree that the issuance of any access device or PIN in connection with a Business Account affords ready access to the Business Account by the person or persons authorized by the Account Owner, as well as other persons who are provided access to the access device or PIN, or who otherwise obtain the access device or PIN whether by way of negligence, theft, collusion or otherwise. **As a result, you acknowledge and agree that the Account Owner and the persons authorized by the Account Owner to receive any access device or PIN are solely responsible for their use.** In addition to the foregoing provisions, electronic funds transfers to and from a Business Account are subject to any additional terms and conditions provided to you at the time your request for an electronic funds transfer service is approved.

2.9 Check cashing is not available on Business Accounts. Business Accounts must deposit checks and then withdraw funds.

2.10 We do not accept Business Accounts for businesses engaged in a Money Service Business. You certify that you are not engaged in activity that would qualify as a Money Service Business and you agree to notify us immediately if at any time the Account Owner's business changes in any way that causes your certification to be inaccurate. A Money Service Business is generally defined as: (i) a currency dealer or exchanger; (ii) a check casher; (iii) an ATM service provider; (iv) an issuer, seller, or redeemer of traveler's checks, money orders, or stored value cards; or (v) a money transmitter. The Credit Union reserves the right to close any account engaged in the above activity. The Credit Union may elect to close the checking account and restrict the savings account to "mail only" access.

2.11 We are prohibited from processing illegal transactions through your Accounts or through our relationship with you, including Internet gambling transactions or marijuana-related business transactions. You may not use your Account in any manner or for any transaction that we believe poses an undue risk of illegality, and we may refuse to process or authorize any such use or transaction. If you engage in any unlawful activity we may impose restrictions on your Account, including restricting your access to Account services. If you use your Account relationship or engage in a transaction that is determined to be illegal, you will be liable to us. You waive any right to take legal action against the Credit Union for any illegal use or transactions and you agree to indemnify, defend, and hold harmless the Credit Union and any third-party processors from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use or transactions. **You agree to certify to us at Account opening and, if requested, annually that you do not engage in an Internet gambling business.** You authorize us to investigate the Account Owner, the principals', and the Authorized Signers' background, including without limitation any financial institution and payment processor references. You also agree to notify us immediately if at any time the Account Owner's business changes in any way that causes any prior certification to be inaccurate. If you certify to us that the Account Owner has legal authority to engage in an Internet gambling business, you acknowledge that we may choose to close the Account at our sole and absolute discretion.

3. Membership Eligibility. A Business Account may be established if the Account Owner is a member or is eligible for membership in the Credit Union. A business may be eligible for Credit Union membership if the business is listed in our field of membership or is physically located within geographical areas that have been approved by the National Credit Union Administration as being in our field of membership. For sole proprietorships, the individual owner(s) must be within our field of membership. For corporations, all of the corporate shareholders must be within our field of membership. For partnerships, all of the partners must be within our field of membership. For unincorporated associations, limited liability companies, and other businesses and organizations, all of the members of any such association, organization, or company must be within our field of membership.

4. Business Account Maintenance. In order to add or delete Authorized Signers from any Business Account: (i) the Account Owner may close the Business Account and open a new Business Account through the execution of a new Non-Personal Membership Application; or (ii) the Account Owner may modify the Business Account to provide for any such addition or deletion by completing a new Membership Application or such other forms as we may require, bearing the signatures of all persons who thereafter are authorized to sign on behalf of the Account Owner. **We reserve the right to require that a new Business Account be opened when adding or deleting Authorized Signers.** In order to add or delete Authorized Signers on any Business Account, whether by way of

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Account closure or modification, we may require the presentment of a new certificate of corporate resolution or a new certification and authorization in the case of a sole proprietorship, partnership, association, or other business entity, specifying the action to be taken and setting forth those individuals who thereafter will be authorized to transact business on behalf of the Account Owner. You acknowledge and agree that, if the Account Owner elects to add or delete Authorized Signers by way of Account modification rather than by closing the Business Account(s), we may not be able to verify effectively whether any check presented is signed by an Authorized Signer, and you agree that we are not required to examine any instruments presented. In the event of any Business Account modification, you agree that the Account Owner is solely responsible for denying any deleted signers access to the Business Account and that we will not be liable for the payment of checks or orders signed or made by any deleted signer.

5. Business Account Fees. Business Accounts are subject to the rates and fees set forth periodically in the Dividend Rate Sheet and Fee Schedule. You acknowledge and agree that any Truth-in-Savings Account Disclosures, other than the Rate and Fee Schedule, and Electronic Fund Transfer Agreement that may be provided to you in connection with a Business Account are made for the benefit of, and are applicable only to natural-person members of the Credit Union who hold an Account primarily for personal, family, or household purposes. To the extent that those disclosures are also accurate with respect to Business Accounts, they are provided for informational purposes only and without any corresponding intent to extend coverage of the Truth-in-Savings Act and implementing regulations to BusinessAccounts.

6. Business ACH Transactions. You agree and understand the KFCU does not offer or support ACH origination.