

**IMPORTANT
BUSINESS
ACCOUNT
INFORMATION
FOR
OUR MEMBERS**

TERMS AND CONDITIONS
ELECTRONIC TRANSFERS
FUNDS AVAILABILITY
TRUTH IN SAVINGS



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or
800/ 767-8880
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FIRST COMMUNITY CREDIT UNION TERMS AND CONDITIONS OF YOUR BUSINESS ACCOUNT

Dear Credit Union Member:

This brochure contains the rules which govern your account(s) with us. Please read this brochure carefully. If you sign your signature card or continue to have an account with us, you agree to these rules, our by-laws, and any by-law amendments. You agree that by applying for membership, you authorize the Credit Union, from time to time, to obtain a credit report from any credit reporting agency. You understand that this report may be utilized to determine your eligibility for accounts and services offered by the Credit Union. You agree to pay the fees we charge and you give us the right to collect any fees, as earned, directly from the account balance. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this brochure. If you have any questions, please call us.

This agreement is subject to applicable federal laws and the laws of the state of Missouri (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this brochure is to:

- (1) summarize the existing rules applicable to the more common transactions;
- (2) establish rules to govern transactions or events which the law does not regulate;
- (3) establish rules for certain events or transactions which the law already regulates but permits variation by agreement; and
- (4) give you our funds availability, electronic fund transfers and/or truth-in-savings policy disclosures.

We may permit some variations from this standard agreement, but any variations must be agreed to in writing either on our signature card for the account or in some other written form.

As used in this brochure, the words "FCCU", "we," "our," and "us" mean First Community Credit Union and the words "you" and "your" mean the owner(s) of this account and any "agent" appointed by or on behalf of the owner(s) to sign on the account in a representative capacity.

LIABILITY - Each of you agrees for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges that we impose. You authorize us to deduct these charges as accrued directly from the account balance. You also agree to pay additional reasonable charges we may impose for services you request which are not covered by this agreement. Each of you also agrees to be jointly and individually liable for any account deficit resulting from charges or overdrafts, whether caused by you or another authorized to withdraw from this account, and our costs to collect the deficit including, to the extent permitted by law, our reasonable attorney's fees. You agree that at our option we may suspend your membership rights if you violate the terms of this agreement.

DEPOSITS - Any items, other than cash, accepted for deposit (including items drawn "on us") will be given provisional credit only until collection is final (and actual credit for deposits, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars). We are not responsible for transactions initiated by mail or outside depository until we actually record them. All transactions received after our "daily cut-off time" on a business day we are open, or received on a day in which we are not open for business, will be treated and recorded as if initiated on the next following business day that we are open. We are prohibited by law from guaranteeing the payment of dividends or that dividends we do pay will be at the contracted rate. We must base our dividend payments to you upon the money we actually earn and that is available for distribution at the end of a dividend period. Unless otherwise agreed, you waive any right to receive any original item after it is paid.

All deposits must go through your commercial checking account. No deposits will be allowed to your commercial savings account. Transfers from your checking to your savings account are allowed. There will be a \$15 fee assessed for any deposits which go directly into your commercial savings account.

WITHDRAWALS - Unless otherwise clearly indicated to the contrary, any one of you who signs in the space designated for signatures on the signature card, including any agents, may withdraw or transfer all or any part of the account balance at any time on forms approved by us. Each of you (until we receive written notice to the contrary) authorizes each other person signing on the signature card to endorse any item payable to you or your order for deposit to this account or any other transaction with us. We may charge against your account a check, even though payment was made before the date of the check, unless you have given us written notice of the postdating. The fact that we may honor withdrawal requests which overdraw the finally collected account balance does not obligate us to do so, unless required by law. Withdrawals will first be made from collected funds, and we may, unless prohibited by law or our written policy, refuse any withdrawal request against uncollected funds, even if our general practice is to the contrary. We reserve the right to refuse any withdrawal or transfer request which is attempted by any method not specifically permitted, which is for an amount less than any minimum withdrawal requirement, or which exceeds any frequency limitation. Even if we honor a nonconforming request, repeated abuse of the stated limitations (if any) may eventually force us to close this account. We will use the date a transaction is completed by us (as opposed to the day you initiate it) to apply the frequency limitations. We reserve the right to require you to notify us of your intention to withdraw shares or deposits from this account as explained in our by-laws. Withdrawals from a time deposit prior to maturity or prior to the expiration of any notice period may be restricted and may be subject to penalty. See your notice of penalties for early withdrawal.

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts.

Sole Proprietorship Account - This is an account opened by and in the name of a sole proprietorship as indicated on the signature card. The individual must be a FCCU member or must be eligible for membership in FCCU. If you are doing business under an assumed name, you represent that you have filed a Registration of Fictitious Name or other assumed name document as required by applicable state law. You also agree to notify FCCU in writing in advance of any change in the form, location, or ownership of your business.

Payable On Death Accounts (subject to the Nonprobate Transfers Law of Missouri) *This section applies to Sole Proprietorship accounts only.* You designate as beneficiaries under the Nonprobate Transfers Law of Missouri the beneficiaries named on the signature card for this account and as such, on the death of the owner (or owners, if joint) any account funds remaining on deposit, that are not covered by a separate share agreement(s), are owned by those surviving payable on death beneficiaries. If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries acquire the right to withdrawal only if: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own the account in equal shares, without right of survivorship. The owner(s) of this account reserves the right at any time to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the deposits. Any payment made by the Credit Union to any beneficiary shall satisfy the requirements of this payable on death provision without necessity of determining whether any other person shall have an interest in the account. If there is more than one owner, all owners must consent to a revocation or change of beneficiaries. The account is subject to the deduction from the account of all charges owing, withdrawals and the payment of all checks or drafts which clear this account in the regular course of business. This account is subject to the Nonprobate Transfers laws of Missouri (RSMo Chap. 461) only to the extent utilized herein. The beneficiaries do not take as lineal descendants per stirpes (no LDPS).

Corporate, Partnership, and other Organizational Accounts - These accounts are opened by and in the name of a corporation, limited liability company (LLC), partnership, or other organization as indicated on the signature card. We will usually require a separate authorization form designating the person permitted to withdraw and the conditions required for withdrawal from any account in the

We will honor the authorization according to its terms until it is amended or terminated in writing by the governing body of the organization. The legal entity must reside within FCCU's field of membership to qualify for membership with the Credit Union. You also agree to notify FCCU in writing in advance of any change in the form, location, or ownership of your business.

PLEDGES - Each owner of a business account hereby pledges and grants a security interest in all or any part of this account for any or all loans or other obligations (business and/or consumer, depending on form of organization) and hereby agrees that this account is subject to set-off by, and the statutory lien of, the Credit Union. Any pledge, right to set-off, or statutory lien affecting this account must first be satisfied before the rights of any joint account survivor, pay-on-death beneficiary, or trust account beneficiary become effective. The pledge of shares and security interest created by this paragraph is separate from and in addition to any other lien, pledge, security interest or right of set-off the Credit Union may have created with either owner by other agreement or otherwise. The Credit Union may allow an owner to withdraw shares without waiving its pledge of or security interest in any remaining shares.

STOP-PAYMENTS - A stop-payment order must be given in the manner required by law, must be received in time to give us a reasonable opportunity to act on it, and must precisely identify the number, date and amount of the item, and the payee. Our stop-payment cut-off time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop-payment are provided by law. We will honor a stop-payment request by the person who signed the particular item, and, by any other person, even though such other person did not sign the item, if such other person has an equal or greater right to withdraw from this account than the person who signed the item in question. A release of the stop-payment request may be made only by the person who initiated the stop-payment.

TELEPHONE TRANSFERS - A telephone transfer of funds from this account to another account with us, if otherwise permitted or arranged for, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. We restrict the number of transfers from a savings account to another account, or third parties, to a maximum of six per month (less the number of certain "preauthorized transfers" during the month). Other account transfer restrictions are described elsewhere in this brochure.

AMENDMENTS AND TERMINATION - We may change our by-laws and any term of this agreement. Rules governing changes in dividend rates have been provided separately. For other changes we will give you reasonable notice in writing or by any other method permitted by law. We reserve the right to close this account if your membership in this credit union terminates. You agree to keep us informed about your current address at all times. Notice from us to any one of you is notice to all of you.

STATEMENTS - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized payments or alterations, you must promptly notify us of the relevant facts. If you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we exercised ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items forged or altered by the same wrongdoer. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but that such time will not, in any circumstance, exceed a total of 30 days from when the statement is first made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations, forgeries or any other errors in your account within 60 days of when we make the statement available, you cannot assert a claim against us on any items in that statement, and the loss will be entirely yours. This 60 day limitation is without regard to whether we exercised ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

ACCOUNT TRANSFER - This account may not be transferred or assigned (including any pledge as collateral on a loan) without our prior written consent.

AUTHORIZATIONS - First Community reserves the right to require the commercial member to complete documents informing First Community who is authorized to act on the commercial member's behalf. You agree to notify First Community of any change in the authorizations previously executed. First Community may rely on your written authorization until such time as First Community is informed of changes in writing and has had a reasonable opportunity to act upon such notice. Furthermore, only the business owner may delete a joint owner from an account. No joint owner has the authority to delete anyone off an account.

DIRECT DEPOSITS - If, in connection with a direct deposit plan, we deposit any amount in this account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from this account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

TEMPORARY ACCOUNT AGREEMENT - If this option is selected, this is a temporary account agreement. Each person who signs in the space designated for signatures on the signature card (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

RESTRICTIVE LEGENDS - We are not required to honor any restrictive legend on items you write unless we have agreed to the restriction in a writing signed by an officer of the credit union. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000.00."

FACSIMILE SIGNATURES - You authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen on the signature card or that are filed separately with us, and contain the required number of signatures for this purpose.

RIGHT TO REPAYMENT OF INDEBTEDNESS - You each agree that we may (without prior notice and when permitted by law) charge against and deduct from any account any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we charge the account, including any balance the due date for which we properly accelerate under the note.

Our right to repayment does not apply to this account if: (a) it is an Individual Retirement Account or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan, unless a consensual security interest has been given by you in writing, or (c) the

debtor's right of withdrawal arises only in a representative capacity. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

PAYMENT ORDER OF ITEMS - The law permits us to pay items (such as checks or drafts) drawn on your account in any order. To assist you in handling your account with us, we are providing you with the following information regarding how we process the items that you write. When processing items drawn on your account, our policy is to pay them according to the dollar amount. We pay the smallest items first. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. Our payment policy minimizes the number of items that may result in an overdraft or NSF fee. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). The amounts of the overdraft and NSF fees are disclosed elsewhere. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts without sufficient funds and incurring the resulting fees.

CHECK PROCESSING POLICY - In the event that your check is returned unpaid for insufficient or uncollected funds, we may present your check electronically.

I.D. PRINT - We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine.

ILLEGAL USE OF FINANCIAL SERVICE - Financial services provided by the credit union may only be used for transactions permitted by law. The use of any financial service provided by the Credit Union for an illegal transaction or an illegal purpose is strictly prohibited. If you use a financial service for an illegal transaction or an illegal purpose, then 1) you will be in default under the particular terms of the agreement establishing the financial service, notwithstanding any terms in that agreement to the contrary; 2) at the discretion of the board of directors and at any time thereafter, pursuant to Section 370.340.2 RSMo, as amended from time to time, your membership privileges may be suspended or terminated and/or you may be expelled from membership in the Credit Union; and 3) you waive your right to bring any legal action against the Credit Union that arises out of or relates to such illegal use or any activity directly or indirectly related to such use. You hereby agree to indemnify and hold the Credit Union harmless from any suits or other legal action, or other liability, directly or indirectly resulting from such illegal use, including, where permitted by law, court costs and reasonable attorney's fees.

Electronic "Wholesale Credit" Transactions Subject to Uniform Commercial Code Article 4A
Credit given by us to you with respect to an automated clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of New York as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

ELECTRONIC FUNDS TRANSFERS: YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Funds Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

Preauthorized credits. You may make arrangements for certain direct deposits (such as U.S. Treasury (Social Security) or some employers (payroll)) to be accepted into your checking or share savings account(s).

Preauthorized payments. You may make arrangements to pay certain recurring bills from your checking or share savings account(s). You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases and/or pay bills. We also can process electronic check transactions and conversions and any merchant fees associated with re-presented checks.

Express-24 Telephone Transfers - types of transfers - You may access your account by telephone 24 hours a day at (636) 728-3300 or 1-800-843-0769 using your personal identification number, a touch tone phone, and your account numbers, to:

- transfer funds between accounts
- make payments to loan accounts with us
- get information on balances, last deposit amounts, etc.

Please note that services may vary by type of account. Please inquire of an account service representative for full details on services available on your account.

Credit Union EXPRESS 24 ATM Transfers (Star, Cirrus, CO-OP Network) - types of transfers and frequency and dollar limitations: You may access your account(s) by ATM using your Credit Union EXPRESS 24 card or EXPRESS CheckCard and personal identification number, to:

-get cash withdrawals from checking and share savings account(s) with an ATM card or debit card. You may withdraw no more than \$1,015.00 in cash per day

-transfer funds from share savings to checking account(s) (and vice-versa) with an ATM card or debit card
-transfer funds from line of credit to checking or share savings account(s) with an ATM card or debit card

On-line transfers performed at point of sale merchants or ATM terminals may advance your Overdraft Protection Plan tied to a line of credit or savings account.

-make payments from checking or share savings account(s) with an ATM card or debit card to line of credit -make payments enclosed at proprietary ATMs -get information about the account balance of your checking, savings, or line of credit accounts with an ATM card or debit card

Some of these services may not be available at all terminals.

Types of EXPRESS CheckCard Debit Card Transactions - You may access your checking account at participating point of sale merchants to purchase goods, pay for services, receive cash back from a merchant, if the merchant permits. You may also access your share savings account at participating merchants who offer cash withdrawals at their courtesy counter. Card purchases may be made for the amount available in your account, **not to exceed \$5,000 per day.**

RESPONSIBILITY FOR TRANSACTIONS

You are responsible for all transactions you make with the Card or that you authorize another person to make with the Card. This includes your spouse, minor children and any other person or persons who reside in your household.

Currency Conversion. When you use your EXPRESS CheckCard at a merchant that settles in currency other than U.S. dollars, the charge will be converted into the U.S. dollar amount. The currency conversion rate used to determine the transaction amount in U.S. dollars is either a government-mandated rate or the wholesale market rate in effect the day before the processing date, increased by 1%. Please see your cardholder agreement for additional information relating to the use of your EXPRESS CheckCard.

Credit Union EXPRESSnet Computer Transfers - types of transfers - You may access your account(s) by computer through the Internet using your personal identification number and your social security number, to:

- transfer funds between checking and share savings
- transfer funds from line of credit to checking or share savings
- make payments from checking or share savings to loan accounts with us
- make payments from checking to third parties such as ABC Electric Company
-get information about:
-the account balance of checking or share savings accounts
-up to the last 16 weeks of account history for checking or share savings accounts

FEES

- We do not charge for direct deposits to any type of account.
- We do not charge for preauthorized payments from any type of account.

Please refer to our separate fee schedule for additional information about charges.

Except as indicated elsewhere, we do not charge for these electronic funds transfers.

ATM Surcharges. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used to complete the transfer (and you may be charged a fee for a balance inquiry).

DOCUMENTATION

Terminal transfers. You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point-of-sale terminals. However, you may not get a receipt if the amount of the transfer is \$15 or less.

Preauthorized credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (636) 728-3333 or 1-800-767-8880 to find out whether or not the deposit has been made.

Periodic statements.

You will get a monthly account statement from us for your checking accounts.

You will get a monthly account statement from us for your share savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

PREAUTHORIZED PAYMENTS

Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this brochure 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.

Please refer to our separate fee schedule for the amount we will charge you for each stop payment order you give.

Notice of varying amounts. 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.)

Liability for failure to stop payment of preauthorized transfer. 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.

FINANCIAL INSTITUTION'S LIABILITY

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

1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If you have an overdraft line and the transfer would go over the credit limit.
3. If the automated teller machine where you are making the transfer does not have enough cash.
4. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
5. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
6. There may be other exceptions stated in our agreement with you.
7. We fail to receive the necessary transfer data, or the data received is erroneous or incomplete.
8. Your funds are subject to legal process or other encumbrance restricting such transfer(s).

CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make:

1. when it is necessary for completing transfers; or
2. in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
3. in order to comply with government agency or court orders; or
4. as explained in the Privacy Disclosure contained elsewhere in this document.

HOW TO REPORT YOUR CARD LOST OR STOLEN

If you believe the Card or PIN has been lost or stolen or that someone has withdrawn or may withdraw money from your Account without your permission, call: (636) 728-3333 or 1-800-767-8880 during business hours Monday-Friday 8 a.m. to 7 p.m. and on Saturday from 8:30 a.m. to 12:30 p.m. After hours and on Sunday, call 1-800-754-4128. If outside the U.S., call (727) 227-7004.

LIABILITY FOR UNAUTHORIZED USE

You are required to tell the Credit Union AT ONCE if you believe your Card has been lost or stolen. Telephoning is the best way of keeping your possible losses down. Your liability for unauthorized use of the Card shall not exceed zero dollars if the conditions set forth below have been met, or if these conditions have not been met, your liability will be the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized use before notification to us.

The liability limitations set forth above shall apply only if (A) the cardholder has exercised reasonable care in safeguarding the Card from risk of loss or theft; (B) the cardholder has not reported two or more incidents of unauthorized use to the card issuer in the immediately preceding 12-month period; and (C) the account to which transactions initiated with the Card are posted is in good standing.

Zero liability does not apply if a PIN is used as the cardholder verification method for the unauthorized transaction(s).

LIMITATION OF LIABILITY OF FIRST COMMUNITY CREDIT UNION

To the extent not inconsistent with the prior paragraph entitled "Liability", we will be liable only for our own gross negligence or willful misconduct and will not be responsible for any loss or damage arising from or in connections with (1) any inaccuracy, act or failure to act on the part of any person not within our reasonable control or (2) any error, failure or delay in execution of any Transfer resulting from circumstances beyond our reasonable control, including, but not limited to any inoperability of communications facilities or other technological failure. Provided we have complied with our obligations under this Agreement, you agree to indemnify, defend, and hold us harmless against any claim of a third party arising from or in connections with this Agreement or the service we provide hereunder. In no event will we be liable for any consequential, incidental, special or indirect losses, damages, including dishonor of checks or other items, or expenses (including counsel fees), which you may incur or suffer by reason of this Agreement or the services we provided hereunder, whether or not the possibility or likelihood of such loss, damage or expense is known to us.

DUTY TO EXAMINE STATEMENT

You are responsible for the review of your statement and you must contact us in writing within fourteen (14) days after receipt of your monthly statement should you wish to dispute any charges reflected on such statement. Failure to notify us within such time shall conclusively establish that the statement is correct and that the full amount owed under such statement is a valid obligation under the terms of this Agreement.

Write us at: First Community Credit Union, Electronic Services Dept., 17151 Chesterfield Airport Road, Chesterfield, MO 63005.

1. Inform us of your name and Account number.
2. Describe the error or the Transaction you are unsure about, and explain as clearly as you can why you believe it is in error or why you need more information.
3. Inform us of the dollar amount of the suspected error.
4. The signatures of the cardholder must be on the written notification to us.

ERROR RESOLUTION PROCEDURE

If you notify us of an error or discrepancy in your periodic account statement within the time limitation described above, we will investigate the matter and notify you of the results of our investigation as soon as we have been able to obtain and verify all relevant information in accordance with the prevailing operating rules of MasterCard. If we determine that no error or unauthorized use has occurred, you may request us to mail copies to you of the document or information on which we relied in making our determination.

ATM SAFETY TIPS

An automated teller machine (ATM) provides a fast and convenient way to perform financial transactions. But, as with any activity involving cash, ATM usage can allow opportunity for theft and fraud. Please take the following precautions for your safety.

1. Memorize your personal identification number (PIN). Do not write it on your ATM card or keep it in your wallet. Never give your PIN to anyone.
2. Be aware of your surroundings. If you notice anyone or anything suspicious, leave the area. Choose a busy, well-lit ATM location and take someone with you at night. If you have any doubts about your safety, make your transaction at another time or location.
3. Have your ATM card and other deposit materials ready before you approach the ATM.
4. Perform your transaction quickly and remove your card. Wait until you are in a safe place to count your money.
5. Take your ATM receipt with you. Important account information could be printed on it.
6. When using a walk-up ATM, block the screen to keep your PIN and transaction private.
7. Report a lost or stolen card immediately. Call (636) 728-3333 or 1-800-767-8880.

FIRST COMMUNITY CREDIT UNION: ATM DEPARTMENT 17151 CHESTERFIELD AIRPORT ROAD, CHESTERFIELD, MISSOURI 63005 Business Days: Monday through Friday (Excluding Federal Holidays) Phone: (636) 728-3333 or 1-800-767-8880 MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

ENFORCEMENT You agree to be liable to FCCU for any loss, cost, or expense that FCCU incurs as a result of your failure to follow this Agreement. You authorize FCCU to deduct any such loss, cost, or expenses from your account without prior notice to you. In the event FCCU brings legal action to enforce the Agreement or collect any amount due under this Agreement, FCCU shall be entitled, subject to applicable law, to payment of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any postjudgment collection actions.

YOUR ABILITY TO WITHDRAW FUNDS

This disclosure describes your ability to withdraw funds at First Community Credit Union. It only applies to the availability of funds in transaction accounts. The Credit Union reserves the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those disclosed in this policy. Please ask us if you have a question about which accounts are affected by this policy.

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If you make a deposit at an ATM before 6:00 P.M. on a business day that we are open, we will consider that day to be the day of your deposit. If you make a deposit at an ATM after 6:00 P.M. or on a day we are not open, we will consider that the deposit was made on the next business day we are open. All ATM deposits are subject to verification and longer delays may apply. Special rules apply for new accounts.

If you cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

LONGER DELAYS MAY APPLY

Case-by-case delays. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposits, however, may be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Safeguard exceptions. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit 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 computer or communications equipment.

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

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new member, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit. ATM deposits will not be available until the third business day after the day of deposit. All deposits are subject to verification and longer delays may apply.

Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

TRUTH-IN-SAVINGS DISCLOSURE

BUSINESS SHARE SAVINGS ACCOUNT

Rate Information: The dividend rate and annual percentage yield may change at any time, as determined by the Credit Union board of directors.

Compounding and crediting - Dividends will be compounded every quarter. Dividends will be credited to your account every quarter.

Dividend Period - For this account type, the dividend period is quarterly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example above is April 1.

If you close your account before dividends are paid, you will receive the accrued dividends.

Minimum balance requirements:

The minimum balance required to open this account is \$1.00.

You must maintain a minimum daily balance of \$100.00 in your account each day to obtain the disclosed annual percentage yield.

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

Accrual of dividends on non-cash deposits - Dividends will begin to accrue on the business day you place non-cash items (for example, checks) to your account.

Transaction limitations:

No more than six withdrawals are allowed each quarter.

During any statement period, you may not make more than six withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, or computer transfer. No more than three of the six transfers may be made by check, draft, debit card (if applicable), or similar order to a third party. If you exceed the transfer limitations set forth above in any statement period, your account will be subject to closure by the Credit Union.

Fees and charges:

A fee of \$15 will be charged for each deposit made to your Business Savings Account.

SMALL BUSINESS CHECKING

Dividends: No dividends are paid on this account.

Minimum balance requirements: There is no minimum balance requirement on this account.

The minimum balance required to open this account is \$100.00.

Fees and charges: (during each statement period)

Cash Deposits: first \$5,000 free, \$.05 per \$100 thereafter

Cleared checks: first 20 free, \$.25 thereafter

Deposited checks: first 50 free, \$.25 thereafter

Deposit tickets: first 5 free, \$.20 thereafter

BUSINESS PLUS CHECKING

Dividends: Dividends are paid on this account.

The dividend rate and annual percentage yield may change at any time, as determined by the Credit Union board of directors.

Compounding and crediting: Dividends will be compounded every month. Dividends will be credited to your account every month.

Dividend Period: For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example above is February 1.

If you close your account before dividends are paid, you will receive the accrued dividends.

Minimum balance requirements: You must maintain a minimum average daily balance of \$2,500.00 in your account to avoid a minimum balance fee. If, during any monthly statement cycle, your account balance falls below the required minimum daily balance, your account will be subject to a minimum balance fee of \$15.00 for that month.

Daily balance computation method: Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

The minimum balance required to open this account is \$250.00.

Accrual of dividends on non-cash deposits: Dividends will begin to accrue on the business day you place non-cash items (for example, checks) to your account.

Transaction limitations: No transaction limitations apply to this account unless otherwise stated in the Common Features section.

Fees and charges: (during each statement period)

-Cash Deposits: first \$10,000 free, \$.05 per \$100 thereafter

-Cleared checks: first 35 free, \$.20 thereafter

-Deposited checks: first 125 free, \$.20 thereafter

-Deposit tickets: first 8 free, \$.15 thereafter

BUSINESS ANALYSIS CHECKING

No dividends are paid on this account. An Earnings Credit based on the average monthly collected balance will be applied against any transaction fees (does not include merchant credit card processing fees) on the account. If the credits earned within any month exceed monthly fees, additional credits will not be paid, carried forward, or otherwise credited.

Earnings Credit Rate: Earnings credit is based on the U.S. Treasury 90 day T-Bill rate for the prior month.

Float Charges on Uncollected Funds: Interest on any Uncollected Balance may be charged based on the Prime Rate as published by the Wall Street Journal as of the last day of the prior month.

Earnings Credit Period: For this account type, the earnings period is monthly, for example, the beginning date of the first earnings period of the calendar year is January 1, and the ending date of such earnings period is January 31. All other earnings periods follow this same pattern of dates.

If you close your account before earnings are credited, the accrued earnings will be used to offset any fees you must pay.

Minimum balance requirements: There is no minimum balance requirement on this account.

Transaction limitations: No transaction limitations apply to this account unless otherwise stated in the Common Features section.

The minimum balance required to open this account is \$500.00.

Fees and charges:

Cash Deposits: first \$50,000 free, \$.05 per \$100 thereafter

Cleared checks: \$.10 per check

Deposited checks: \$.12 per check

Deposit tickets: \$.05 each

Maintenance fee: There is a \$15 monthly maintenance fee on this account (offset by any earnings credit)

Fees and charges for all Business Accounts:

Currency fee: \$.02 per \$100 ordered

Rolled coin fee: \$.10 per roll ordered

Returned deposited check: \$5 each check

Overdraft Transfer: \$1.00 per transfer

COMMON FEATURES

Bylaw requirements:

You must deposit \$1.00 into your Share Savings account as a condition of admission to membership.

Transaction limitation: We reserve the right to at any time require not less than seven days notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D.

The Credit Union is under no obligation to pay a check that exceeds the fully paid and collected share balance in this account. However, if any of the undersigned writes a check that would exceed such balance and result in this account being overdrawn, the Credit Union may:

1. Treat such checks as a request to the Credit Union for an advance from your Line-of-Credit (overdraft protection) Loan Account for the amount of the check, creating an overdraft situation, and credit the loan advance to this account.

2. If none of the undersigned is then eligible to receive a loan advance as provided above, the Credit Union may, nevertheless, pay such a check and transfer shares to this account in the amount of the resulting overdraft, plus a service charge from my regular share account.

Nature of dividends - Dividends are paid from current and available income after required reserve transfers at the end of a dividend period have been made. (This disclosure further explains the dividend feature of your non-term share account(s).)

National Credit Union Share Insurance Fund - Member accounts in this credit union are federally insured by the National Credit Union Share Insurance Fund to at least \$250,000.00.

NOTICE OF CHANGES IN TEMPORARY NCUA INSURANCE COVERAGE FOR TRANSACTION ACCOUNTS

All funds in a "noninterest-bearing transaction account" are insured in full by the National Credit Union Administration through December 31, 2012. This temporary unlimited coverage is in addition to, and separate from, the coverage of at least \$250,000 available to members under the NCUA's general share insurance rules. The term "noninterest-bearing transaction account" includes a traditional share draft account (or demand deposit account) on which the insured credit union pays no interest or dividend. It does not include any transaction account that may earn interest or dividends, a negotiable order of withdrawal ("NOW") account, money market deposit account, and Interest on Lawyers Trust Account ("IOLTA"), even if share drafts may be drawn on the account. For more information about temporary NCUA insurance coverage of transaction accounts, visit www.ncua.gov.

The following fees may be assessed against your account and the following transaction limitations, if any, apply to your account.

Check printing: fee depends on style of check ordered

An account is considered dormant/inactive if it has had no activity (deposit/withdrawal/dividends, etc.) for a period of 24 months. The dormant/inactive fee of \$5.00 is assessed annually until the account is reactivated or remitted to the appropriate state as unclaimed property.

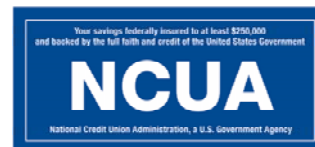
Please refer to our separate fee schedule for additional information about charges.

U.S. Patriot Act Compliance

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.

What this means for you: When you open an account, we will ask you for your name, address, date of birth, and other information that will allow us to identify you. We will ask to see your driver's license or other identifying documents.

Unlawful Internet Gambling: To comply with U.S. Government regulations implementing the Unlawful Internet Gambling Enforcement Act of 2006 (Act), a U.S. federal law, certain restricted transactions involving Internet gambling are prohibited from being processed through your account or relationship. If you do engage in an Internet gambling business and open a new account with us, we will ask that you provide evidence of your legal capacity to do so. Unlawful Internet gambling means to place, receive, or otherwise knowingly transmit a bet or wager by any means which involves the use, at least in part, of the Internet where such bet or wager is unlawful under any applicable Federal or State law in the State or Tribal lands in which the bet or wager is initiated, received, or otherwise made. If prohibited gambling transactions are processed through your account or relationship, then your membership privileges may be suspended or terminated and/or you may be expelled from membership in the Credit Union.



17151 Chesterfield Airport Road
Chesterfield, MO 63005
636/ 537-4400 or 800/ 767-8880
www.firstcommunity.com

FACTS**WHAT DOES FIRST COMMUNITY CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?****Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- account balances and payment history
- credit history and transaction history

When you are *no longer* our member, we continue to share your information as described in this notice.

How?

All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons First Community Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does First Community Credit Union share?	Can you limit this sharing?
For our everyday business purposes- such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes- to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes- information about your transactions and experiences	No	We do not share
For our affiliates' everyday business purposes- information about your creditworthiness	No	We do not share
For nonaffiliates to market to you	No	We do not share

Questions?

Call (636) 728-3333 or (800) 767-8880 or go to www.firstcommunity.com or write to us at: First Community Credit Union, P.O. Box 1030, Chesterfield, MO 63006-1030

What we do	
How does First Community Credit Union protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you.
How does First Community Credit Union collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> • open an account or make deposits/withdrawals from your account • apply for a loan or pay your bills • use your credit or debit card We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes—information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • <i>First Community Credit Union has no affiliates.</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • <i>First Community Credit Union does not share with nonaffiliates so they can market to you.</i>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> • <i>Our joint marketing partners include insurance, credit card, and other financial services providers.</i>