

THE OHIO EDUCATIONAL CREDIT UNION TERM SHARE CERTIFICATE TERMS AND CONDITIONS OHecu

This document contains the rules which govern your account(s) with The Ohio Educational Credit Union (OHecu). Please read it carefully. By signing your signature card and/or account application, and/or by continuing to have an account with OHecu, you agree to these rules, OHecu bylaws, and any bylaw amendments. You agree to pay any fees that are applied against your account(s) and you give OHecu the right to collect any fees, as earned, directly from the account balance(s). You will receive a separate schedule of rates, qualifying balances, and fees if they are not included with this document. If you have any questions regarding the terms and conditions outlined in this document, please contact the Credit Union.

This agreement is subject to applicable federal laws and the laws of the State of Ohio, except to the extent that this agreement can and does vary from such laws. The corpus of federal and state law that governs the Credit Union's relationship with you, however, is too large and complex to be reproduced here.

This document:

- 1) Summarizes the existing rules applicable to the more common account transactions;
- 2) Establishes rules to govern transactions not regulated by law;
- 3) Establishes rules for certain events or transactions regulated by law that may be varied by agreement; and
- 4) Provides you our Truth-in-Savings policy disclosures.

Some variations from this standard agreement may be allowed by the Credit Union, but any such variations must be agreed to in writing either on the account signature card or in some other acceptable written form.

As used in this document, the words "we," "our," and "us" mean the Credit Union. 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 as an owner's representative.

LIABILITY - Each of you agrees for yourself (and the person or entity you represent as the authorized 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 incurred, directly from the account balance. You also agree to pay any additional reasonable charges that may be imposed for services you request which are not specifically 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 user to withdraw from this account, and our costs to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees. You agree that at our option we may suspend your membership rights if you violate the terms of this agreement.

WITHDRAWALS - Unless otherwise clearly indicated to the contrary, any one of you who signs in the space(s) designated for signatures on the signature card or account application, including any representative agents, may withdraw or transfer all or any part of the account balance at any time on the 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 prior 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 non-confirming 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 bylaws. 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. Refer to the Early Withdrawal Penalties in the Truth in Savings Disclosure section of this document.

OWNERSHIP OF ACCOUNT & BENEFICIARY DESIGNATION - Ownership and beneficiary designation of this account is governed by the Membership Agreement for the membership used to establish this account.

DEPOSITS - Any items, other than cash, that are accepted for deposit (including items drawn "on us") will be given provisional credit only until collection is final (and actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars). Mail or courier transactions are not considered received until the items are delivered to us. Outside depository transactions are not considered received until the items are pulled from the depository vault. All transactions received after our "daily cut-off time" on a normal 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.

DIVIDENDS - We are prohibited by law from guaranteeing the payment of dividends or that dividends we do pay will be at the disclosed 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.

PLEDGES - Unless you tell us otherwise in writing, each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must be satisfied before the rights of any joint account survivor, POD beneficiary, or trust account beneficiary become effective.

TELEPHONE TRANSFERS - A telephone transfer of funds from this account to another OHecu account, if otherwise permitted and arranged for, may be made by the same persons and under the same conditions applicable to withdrawals made in writing. We restrict the number of telephone transfers from a non-checking account to another account or to third parties to a maximum of six (6) per month (less the number of certain pre-authorized transfers made in a month). Other account transfer restrictions may apply as stipulated by law or regulation.

ACCOUNT STATEMENTS - You must examine your account statement within a reasonable time after receipt. If you discover (or should have discovered) any unauthorized payments, forgeries, or alterations, you must promptly notify us of the relevant facts. If you fail to do either of

these duties, you will either have to share the loss with us or bear the loss entirely yourself (depending upon whether we exercised ordinary care and, if not, whether we substantially contributed to the loss). You agree that the time you have to examine your statement and report to us will depend on specific circumstances, but that such time will not, in any circumstance, exceed thirty (30) days from when the statement is first available to you.

You further agree that if you fail to report any unauthorized signatures, forgeries, alterations, or any other errors in your account within sixty (60) days from when the statement is available to you, 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 as to whether we have exercised ordinary care. This limitation is in addition to that contained in the first paragraph of this section.

ACCOUNT TRANSFER - This account may not be transferred or assigned without our prior written consent.

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 or state government for any reason, you authorize us to deduct the amount of our liability to the federal or state 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 indicated to the contrary) may transact business on this account. 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 period.

UNCLAIMED FUNDS - Any money or right you have in this account or matured time deposit will become unclaimed funds under Ohio Revised Code Chapter 169, if, according to our records, you do not: a) make a deposit or withdrawal for five (5) years; b) correspond with us regarding this account; or c) transact business with us or otherwise indicate an interest or knowledge of the funds.

RIGHT TO REPAYMENT OF INDEBTEDNESS / "RIGHT OF OFF-SET" - You each agree that we may, without prior notice and when permitted by law, charge against and deduct from this 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 withdrawal. If the debt arises from a loan note, any "due and payable debt" includes the total amount to which we are entitled to demand payment under the terms of the note at the time we charge the account, including any balance to the due day for which we properly accelerate under the loan note.

Our right to repayment arising under this agreement does not apply to this account if: a) it is an Individual Retirement Account or other tax-deferred retirement account; b) the debt is created by a consumer credit transaction under a credit card plan; 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.

AGENTS - An agent is someone who you authorize to have access to this account on your behalf. We have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit. This may be done by allowing your agent to sign on the space provided as an authorized signer on the signature card or by a separate form (such as a Power of Attorney). An agent is not an owner of the account. We will allow agent(s) to be appointed only on individual accounts unless each owner of a joint account has executed a separate Power of Attorney naming an agent. We may refuse to accept an agent or an agency account.

Truth-In-Savings Disclosure OHecu Term Share Certificate Account

RATE INFORMATION:

The dividend rate on your Term Share Certificate Account is _____%, with an annual percentage yield (APY) of _____%. You will be paid this rate on the funds on deposit until maturity. You may elect to change the APY from the rate at the time of signing to the current rate once during the initial term and once during each renewal term of the certificate. Changing the APY does not change the maturity date.

COMPOUNDING AND CREDITING FREQUENCY:

At the member's option, dividends may or may not be compounded. You may choose to have dividends paid to you directly or to another account. The option you choose may not be changed during the term of the certificate.

DIVIDEND PERIOD:

For this account type, the dividend period is monthly.

MINIMUM BALANCE REQUIREMENTS:

The minimum balance to open this account is \$500.00. You must maintain a minimum daily balance of \$500.00 or greater 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 (checks) to your account.

TRANSACTION LIMITATIONS:

After the account is opened, you may not make additions into the account.

You may not make withdrawals of principal from your account before maturity.

You can only withdraw dividends before maturity if you make arrangements with us for periodic payments of dividends in lieu of crediting the account balance.

EARLY WITHDRAWAL PENALTIES:

A penalty may be imposed for withdrawals before maturity:

- If your account has an original maturity of one year or less, the penalty we impose will equal ninety (90) days' dividends on the amount withdrawn subject to penalty.
- If your account has an original maturity of more than one year, the penalty we impose will equal one-hundred eighty (180) days' dividends on the amount withdrawn subject to penalty.

There are certain circumstances, such as the death or incompetence of an owner, where we may waive or reduce this penalty. See your plan disclosure if this account is part of an IRA or other tax-qualified plan.

WITHDRAWAL OF DIVIDENDS PRIOR TO MATURITY:

The annual percentage yield is based on an assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings.

AUTOMATIC RENEWAL OF ACCOUNT:

This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any) or if you send written notice to us prior to maturity (or within the grace period mentioned below, if any).

We can prevent renewal if we mail a notice to you at least thirty (30) calendar days before maturity. If either you or we prevent renewal, your deposit will be placed in a dividend-bearing share savings account (see separate disclosure).

Each renewal term will be for the same period as the original term. Each renewal term will begin on the maturity date of the prior term. The dividend rate for the renewal term will be the same dividend rate we would offer any new term share account having the same term, maturity date, minimum balance requirements (if any), or other terms and conditions of the original term share account.

You will have a grace period of ten (10) calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty.

NATURE OF DIVIDENDS:

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

AMERICAN SHARE INSURANCE:

Member accounts in this Credit Union are insured by the American Share Insurance Corporation. This institution is not federally insured, and if the institution fails, the federal government does not guarantee that depositors will get their money back.

Your Account Detail

This is the account you have opened or inquired about. If the figures are not filled in below, please see the insert with this disclosure or your periodic statement.

MATURITY NOTICE:

Your OHecu Term Share Certificate Account will mature on _____, and will automatically renew unless you prevent renewal by the means specified in this disclosure. The new maturity date will be _____. The dividend rate and annual percentage yield that will apply to your account if it is renewed have not yet been determined. That information will be available on _____. After that date, you may call the Credit Union at (216) 621-6296 to find out the dividend rate and annual percentage yield that will apply to your account if it is renewed.