

Premium Savings Account
Terms and Conditions

Effective August 1, 2024

I. Introduction

These Terms and Conditions (“Terms and Conditions”) apply to your Premium Savings (Premium Bundle Rewards Savings) Account (“Premium Savings Account”) at OnPoint Community Credit Union (“OnPoint,” “we,” “us,” and “our”) and supplement our Membership & Account Agreement. The Premium Savings Account is a product that sweeps portions of your cash balances held in your Premium Savings Account up to a maximum amount we designate (“Maximum Program Deposit Amount”) into insured accounts at FDIC and NCUA member financial institutions (the “Program”). The Maximum Program Deposit Amount is \$250,000. Your Program funds will be deposited in deposit accounts (“Program Deposit Accounts”) with those receiving financial institutions (“Receiving Financial Institutions”). Your funds deposited through the Program into the Receiving Financial Institutions are referred to as “Program Deposits.” Any balance in your Premium Savings Account that exceeds the Maximum Program Deposit Amount will remain in your Premium Savings Account and not be part of the Program. By opening your Premium Savings Account, you agree to these Terms and Conditions, you agree that your Program Deposits will be transferred into the Program, and you appoint OnPoint as your authorized agent pursuant to these Terms and Conditions. Stable Custody Group II LLC (“Stable”) operates the Program as an administrator and acts as our agent. Unless terminated by us, your authorization and agency appointment of OnPoint will remain in effect until termination in accordance with these Terms and Conditions and we have been afforded reasonable opportunity to act on your termination.

There is no minimum amount required as an initial or subsequent deposit.

YOU UNDERSTAND THAT BY ENROLLING IN THE PROGRAM, YOU ARE INSTRUCTING US TO DIRECT YOUR FUNDS ON DEPOSIT WITH US UP TO A MAXIMUM OF \$250,000 INTO THE PROGRAM. YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED AND CAREFULLY READ THESE TERMS AND CONDITIONS IN CONNECTION WITH CHOOSING TO ENROLL IN THE PROGRAM. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT US.

II. Risks of the Program

If you have funds at a Receiving Financial Institution outside the Program, this may reduce the availability of Deposit Insurance at that Receiving Financial Institution. If your combined deposits outside the Program together with Program Deposits in a Receiving Financial Institution exceed the then current SMDIA (defined in III.F, “Deposit Insurance for Recognized Categories of Account Ownership”) of that entity, the excess funds are not covered by Deposit Insurance. (See *Section III.F “Deposit Insurance for Recognized Categories of Account Ownership”* for a detailed discussion of Deposit Insurance”). You are solely responsible for monitoring your deposits in Receiving Financial Institutions outside of the Program. As such, you should review the list of Receiving Financial Institutions carefully. The list of participating Receiving Financial Institutions may change from time to time, and you may contact us directly to obtain the most recent list. The list will also be available through OnPoint’s online and mobile banking.

In the event of a failure of a Receiving Financial Institution, there may be a time period during which you may not be able to access your money.

Where your funds are held in savings or share accounts, the return of your funds to your account at OnPoint may be delayed. Under federal law, Receiving Financial Institutions are permitted to, but rarely do, impose a delay of up to seven (7) days on any withdrawal request from a savings or share account.

III. Detailed Terms and Conditions

A. FDIC Insurance Eligibility

In order to obtain Deposit Insurance in the Program, you must provide us with proper tax and other identification information.

B. Account Information

Detailed information about compounding and crediting of interest and dividends, accrual of interest and dividends, and minimum balances are contained in our Truth-in-Savings Disclosure, which is incorporated into these Terms and Conditions by reference.

C. Agency Relationships

We are acting as your agent in establishing and maintaining Program Deposit Accounts at Receiving Financial Institutions and we have appointed Stable as our agent. When you enroll in the Program, you appoint OnPoint as your custodial agent to make deposits to and withdrawals from the Program Deposit Accounts. The allocation process administered by Stable determines into which Receiving Financial Institution(s) your money will be deposited (See *Section III.J "Allocations to Receiving Financial Institutions"*). An intermediary Receiving Financial Institution (currently Huntington National Bank) ("Custodian Bank") is the recipient of funds in the Program and executes the movement of funds within the Program to and from Receiving Financial Institutions. All Program Deposits remain under our custodial control.

D. Information about Stable

The Program, also known as the DDMSM Program with IDEA AllocationSM Feature, is offered by OnPoint and Stable, a Delaware limited liability company. Stable is not a bank, credit union, broker-dealer, or investment adviser. None of the Receiving Financial Institutions is an affiliate of Stable. Stable administers the Program.

E. Deposits and Deposit Insurance

Your funds intended for deposit into the Program must be placed through your Premium Savings Account and cannot be placed directly by you with any of the Receiving Financial Institutions. You cannot access Program Deposits directly with Receiving Financial Institutions or through Stable.

Once in the Program, your Program Deposits will be allocated to one or more omnibus Program Deposit Accounts maintained at the Receiving Financial Institutions held in the name of "Stable Custody Group II LLC, as Agent, for the Exclusive Benefit of its DDM Participating Institutions, as Agent, for the Exclusive Benefit of its DDM Customers, Acting for Themselves and/or Acting in a Fiduciary Capacity for Others" or a similar name that preserves the eligibility of Program Deposits for pass-through Deposit Insurance. See *Section III.I, "Allocations to Receiving Financial Institutions."*

Your Program Deposits are placed into accounts at the Receiving Financial Institutions to provide you with up to \$250,000 of Deposit Insurance per Receiving Financial Institution, subject to certain exceptions described herein. The \$250,000 limit (i.e., the SMDIA) includes your principal and accrued interest (or dividends, as applicable), when aggregated with all other deposits held by you directly, or through others, in the same recognized legal category of ownership at the same Receiving Financial Institution. Deposit Insurance protects you against the loss of your insured deposits in the event a Receiving Financial Institution fails. Deposit Insurance (i.e., through FDIC-insured and NCUA-insured Receiving Financial Institutions) is backed by the full faith and credit of the United States.

If you have money at a Receiving Financial Institution outside the Program, this may negatively impact the availability of Deposit Insurance for the total amount of your funds held at that institution. If your deposits at a Receiving Financial Institution, in aggregate, exceed the then current SMDIA, the excess funds are not covered by Deposit Insurance. OnPoint, the Receiving Financial Institutions and Stable are unaware of your funds outside of the Program. As a result, these funds will not be taken into account when allocating your funds to a particular Receiving Financial Institution. You are solely responsible for monitoring your deposits in Receiving Financial Institutions outside of the Program. You should review the list of Receiving Financial Institutions carefully. The list of Receiving Financial Institutions may change from time to time, and you may contact us directly to obtain the most recent list. We will not be able to implement member requests to exclude a particular Receiving Financial Institution or make changes to the Program particular to an individual member. See *Section II, "Risks of the Program."*

For example, if the then current SMDIA is \$250,000 and you have a non-Program deposit account at Receiving Financial Institution A of \$200,000 and you also have \$60,000 in the Program Deposits account at the same bank in the same legal category of ownership, only \$250,000 of your \$260,000 is insured.

In the event that a Receiving Financial Institution that holds your Program Deposits fails, payments of principal plus unpaid and accrued interest (or dividends) up to the then current SMDIA per legal category of account ownership will be made to you. Although the FDIC and NCUA normally make these payments within a few days of taking possession of a bank or credit union as receiver, there is no specific time period during which the FDIC or NCUA must make insurance payments available. Furthermore, you may be required to provide certain documentation to the FDIC or NCUA before insurance payments are made.

Your account ownership will be evidenced by an entry on records we maintain for each of the Receiving Financial Institutions at which your funds are on deposit. You will not be issued any evidence of ownership of a Program Deposit account, such as a passbook or certificate. At any time, you may obtain a list of Receiving Financial Institutions by contacting us or through our online and mobile banking.

F. Deposit Insurance for Recognized Categories of Account Ownership; Multi-Tiered Fiduciary Relationships

To ensure that your Program Deposits are protected by Deposit Insurance to the fullest extent possible under the Program, you should understand how FDIC and NCUA insurance applies to each recognized category of account ownership.

FDIC Insurance

In general, the FDIC-recognized categories of account ownership include single ownership accounts; accounts held by an agent, escrow agent, nominee, guardian, custodian, or conservator; annuity contract accounts; certain joint ownership accounts; certain revocable trust accounts; accounts of a corporation, partnership, or unincorporated association; accounts held by a depository institution as the trustee of an irrevocable trust; certain irrevocable trust accounts; certain retirement and other employee benefit plan accounts; and certain accounts held by government depositors. Since you are entering the Program as a member or eligible non-member of OnPoint, some of the FDIC-recognized categories of ownership will not be applicable to you.

The rules that govern these categories of account ownership are detailed and complex, and there are many nuances and exceptions. Complete information can be found at the FDIC's regulations set forth at 12 CFR Part 330.

The FDIC's regulations impose special requirements for obtaining pass-through FDIC insurance coverage, up to the standard maximum deposit insurance amount (SMDIA) (currently \$250,000 for each FDIC-recognized category of account ownership), for multiple levels of fiduciary relationships. In these situations, in order for FDIC insurance coverage to pass through to the true beneficial owners of the funds, it is necessary (i) to expressly indicate, on the records of the insured depository institution that there are multiple levels of fiduciary relationships, (ii) to disclose the existence of additional levels of fiduciary relationships in records, maintained in good faith and in the regular course of business, by parties at subsequent levels, and (iii) to disclose, at each of the level(s), the name(s) and the interest(s) of the person(s) on whose behalf the party at the level is acting. No person or entity in the chain of parties will be permitted to claim that they are acting in a fiduciary capacity for others unless the possible existence of such a relationship is revealed at some previous level in the records. If your Program Deposits are beneficially owned through multiple levels of fiduciary relationship, you must take steps to comply with these special requirements.

For questions about FDIC insurance coverage, you may call the FDIC at 877-275-3342 or visit the FDIC's web site at www.fdic.gov.

You also may wish to utilize "EDIE The Estimator," the FDIC's electronic insurance calculation program, which is found at <https://www.fdic.gov/edie/index.html>. Other information regarding FDIC insurance coverage may be found at the FDIC's Consumer Resource Center section of the FDIC's website at <https://www.fdic.gov/resources/consumers/index.html>.

NCUA Insurance

In general, the NCUA-recognized categories of account ownership for member insurance coverage include single ownership accounts; joint ownership accounts; certain revocable trust accounts and irrevocable trust accounts; and certain retirement accounts. In addition, the NCUA allows certain account ownership types to be treated equivalent to members for insurance coverage purposes, although technically not considered members of OnPoint, including accounts of government entities and other credit unions.

The rules that govern these categories of account ownership are detailed and complex, and there are many nuances and exceptions. Complete information can be found at the NCUA's regulations set forth at 12 CFR Part 745.

The NCUA's regulations impose special requirements for obtaining pass-through NCUA insurance coverage, up to the standard maximum deposit insurance amount (SMDIA) (currently \$250,000 for each NCUA-recognized category of account ownership), with respect to a pooling of underlying members (including eligible non-members), including for multiple levels of fiduciary relationships. In these situations, in order for NCUA insurance coverage to pass through to the true beneficial owners of the funds, it is necessary (i) to expressly indicate, on the records of the insured depository institution, the existence of a relationship which may provide a basis for additional insurance, (ii) to disclose the existence of additional levels of such relationships in records, maintained in good faith and in the regular course of business, by parties at subsequent levels, and (iii) to disclose, at each of the level(s), the name(s) and the interest(s) of the person(s) on whose behalf the party at the level is acting. No person or entity in the chain of parties will be permitted to claim that they are acting in a fiduciary capacity for others unless the possible existence of such a relationship is revealed at some previous level in the records. If your Program Deposits are beneficially owned through multiple levels of fiduciary relationship, you must take steps to comply with these special requirements.

For questions about NCUA insurance coverage, you may call the NCUA at 800-755-1030 or visit the NCUA's website at www.ncua.gov.

You also may wish to utilize "NCUA Share Insurance Estimator," the NCUA's electronic insurance calculation program, which is found at mycreditunion.gov/share-insurance-estimator-home. Other information regarding NCUA insurance coverage may be found at the "Share Insurance Coverage" section of the "Consumers" menu option on the NCUA's web site at mycreditunion.gov/share-insurance.

G. Withdrawals

Withdrawals from your Program Deposits are made through OnPoint and cannot be made directly by you through Stable or any of the Receiving Financial Institutions. Withdrawals include electronic withdrawals and any other method of debiting your Premium Savings Account that we make available. Funds from the Program Deposits will generally be available to you on the same day you make the withdrawal request. In the event that we do not receive enough funds to cover your entire withdrawal request (if, for example, Receiving Financial Institutions fail to send funds as instructed by the Custodian Bank pursuant to Stable's instructions, or Receiving Financial Institutions are closed due to holidays or other events), the funding of all or a portion of your withdrawal requests could be delayed. If we decide to advance funds to you in anticipation of a Program withdrawal, you will owe the amount of these funds to us and we will retain from the funds received the amount that it advanced to you.

If, in a separate agreement, you have granted us a security interest in your Program Deposit Accounts or other interests relating to your Program Deposit Accounts as collateral for a loan to you or otherwise, we may decline to honor a request for a Program withdrawal or a transaction that would give rise to such a withdrawal to the extent that such withdrawal would cause your balance in the Program to fall below the loan amount or other amount that you have agreed to maintain in your Program Deposit Accounts or to which the security interest applies.

H. Receiving Financial Institutions

You will have access to the list of Receiving Financial Institutions through OnPoint's online and mobile banking. You may also contact us to obtain the most recent list of Receiving Financial Institutions. Stable will cooperate with OnPoint to select appropriate Receiving Financial Institutions. You can obtain publicly available financial information concerning any of the Receiving Financial Institutions at:

For FDIC-insured Receiving Financial Institutions: <https://www.ffiec.gov/NPW> or by contacting the FDIC Public Information Center by mail at 3501 North Fairfax Drive, Room E-1005, Arlington, VA 22226 or by phone at 877-ASK-FDIC (877-275-3342).

For NCUA-insured Receiving Financial Institutions: mapping.ncua.gov/ResearchCreditUnion.aspx or by contacting the NCUA Consumer Assistance Center by mail at 1775 Duke Street, Alexandria, VA 22314 or by phone at 800-755-1030.

Neither Stable nor OnPoint is responsible for any insured or uninsured portion of any deposits at any Receiving Financial Institution or guarantees the financial condition of any Receiving Financial Institution or the accuracy of any publicly available financial information concerning a Receiving Financial Institution.

I. Your Responsibility to Monitor Your Deposit or Investment Options

We do not have any obligation to monitor your Premium Savings Account or make recommendations about, or changes to, the Program that might be beneficial to you. As interest rates and other factors change, it may be in your financial interest to change your deposit instructions. You may determine what options are available and current rates and returns on our accounts by contacting us.

J. Allocations to Receiving Financial Institutions

Stable establishes Program Deposit Accounts on our behalf and on behalf other Program participants. You authorize OnPoint to act as your agent and we authorize Stable to act as our agent at each Receiving Financial Institution holding your funds. The Program Deposit Account constitutes a direct obligation of the Receiving Financial Institution and is not directly or indirectly an obligation of Stable, OnPoint or the Custodian Bank. You authorize OnPoint to place an amount of your cash balances up to the Maximum Program Deposit Amount into the Program. Your funds are then allocated each business day by Stable to Receiving Financial Institutions selected by OnPoint. Any movements of funds within the Program among Receiving Financial Institutions are executed by the Custodian Bank pursuant to instructions from Stable. Stable's instructions are based on an objective allocation algorithm that takes into consideration various factors, including the target level of Program deposits for each Receiving Financial Institution. Stable may include additional Receiving Financial Institutions to expand the capacity available to underlying customers and members of the financial institutions who participate as sending institutions, including OnPoint. Receiving Financial Institutions may decide to discontinue their participation in the Program, or may be removed by Stable, or excluded from participation with our member's deposits at our direction.

You can contact us at any time for the current list of Receiving Financial Institutions. You cannot specify an amount of funds to be allocated to specific Receiving Financial Institutions; funds are allocated as equally as possible among the selected Receiving Financial Institutions. All of the allocations of funds in the Program are made on a non-discretionary basis.

The IDEA feature, or Insured Deposit Equal Allocation feature, enables us to provide our members with access to the Program without having to disclose any personally identifiable information to Stable. As a result, Stable maintains in its records only an omnibus account titled "OnPoint Community Credit Union for the exclusive benefit of its Members, acting for themselves and/or acting on a fiduciary capacity for others". Each Member's Program Deposit Account balance, including yours, will be allocated to each selected Receiving Financial Institution in the same proportion that the total omnibus balance is allocated to each Receiving Financial Institution.

K. Rate

As explained in this section, your Program Deposits may pay interest or dividends. In these Terms and Conditions, the Rate Sheet, and related documents, we may refer to "interest" and "interest rate" as "dividend" and "dividend rate," respectively, and vice versa. The interest and dividends paid to you are paid by OnPoint.

We determine the interest (dividend) rate and the corresponding Annual Percentage Yield or "APY" (annualized rate based on the applicable rate and the compounding period) paid to you. The interest (dividend) rate applicable to your Program Deposits will be stated on your account statement. Contact us to obtain the current rate being paid to members and other account information. The rate you earn on your Program Deposits may be higher or lower

than the rates available to depositors making non-Program Deposits with Receiving Financial Institutions directly, through other types of accounts with us, or with other depository institutions in comparable accounts. You should compare the terms, rates of return, required minimum amounts, charges and other features of a Program Deposit with other accounts and investment alternatives. There is generally no minimum period that your money must remain on deposit, and there is no penalty for withdrawal of your entire balance, or any part thereof, at any time; provided that, we may require, in accordance with the requirements of the Receiving Financial Institutions, up to seven (7) days' notice prior to withdrawal of Program Deposits.

L. Fees

Each Receiving Financial Institution pays Stable a fee for its services related to your Program Deposits at that particular Receiving Financial Institution. We may also receive a fee. The fees may be different for different Receiving Financial Institutions.

M. Account Statements

We will send you a periodic account statement. All interest or dividends earned for the period covered will appear on your statement. You will not receive a separate statement from the Receiving Financial Institutions. Your periodic account statement will be provided to you periodically in accordance with our policies. You should retain all account statements. We will provide you with the name of each Receiving Financial Institution that holds your funds upon request.

You must notify us immediately of any discrepancies noted in your account statement and in no event later than thirty (30) days after the date of the account statement in which the problem or error first appeared.

N. Tax Reporting

The amounts that you receive from your Program Deposits is generally fully subject to state and federal tax as interest income. We will send you an IRS Form 1099 each year, showing the amount of interest income you have earned from your Program Deposits. You will not receive a Form 1099 if you are not a citizen or resident of the United States. If you are not a citizen or resident, we may send you a form 1042-S.

O. Other Terms

Termination: We may, at our sole discretion, and without any prior notice, terminate your participation in the Program. If you close your Premium Savings Account, your associated Program Deposit account will also be closed and your funds will be distributed from the Program through your Premium Savings Account.

Ordinary Care: Any failure by Stable or any Receiving Financial Institutions to act or any delay by such party beyond time limits prescribed by law or permitted by these Terms and Conditions is excused if caused by your negligence, interruption of communication facilities, suspension of payments by another financial institution, war, emergency conditions or other circumstances beyond the control of such party, provided such party exercised such diligence as such circumstances would normally require. You agree that any act or omission made by Stable or any Receiving Financial Institution in reliance upon or in accordance with any provision of the Uniform Commercial Code as adopted in New York, any rule or regulation of the State of New York, the Federal Reserve, FDIC or NCUA, or a federal agency having jurisdiction over such party shall constitute ordinary care.

Personal Information: Stable will not normally have any of your personally identifiable information. Such information may be obtained by Stable, if at all, in the case of a Receiving Financial Institution's failure. Stable's privacy policy is available online at www.ReichandTang.com.

Mutual Institution and Subscription Rights: Your funds may be placed in a Deposit Account at a Receiving Financial Institution that is in the mutual form of organization or a credit union. Such a Deposit Account will be identified on the books of the mutual institution or credit union as described in *Section III, "Deposits and Deposit Insurance,"* and not in your name. Neither we nor Stable will not attend or vote at any meeting of the depositor members of a mutual institution, or exercise any subscription rights in a mutual institution's mutual-to-stock conversion, either on its own or on your behalf. You hereby waive any right you may have to vote at any meeting of the depositor members, or to

receive or exercise any subscription rights you may have in the event that the mutual institution converts from mutual to stock form, even if you held a Program Deposit Account as of an applicable record date. Neither we nor Stable will exercise any membership rights in credit unions on your behalf, even if they arise as a result of holding Program Deposits with Receiving Financial Institutions that are credit unions.

Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ONPOINT, STABLE OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY NATURE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, GOODWILL OR BUSINESS INTERRUPTION.

P. General

Amendment: We may modify these Terms and Conditions at any time, subject to notice requirements and applicable law.

Waiver: Any provision of these Terms and Conditions may be waived if, but only if, such waiver is in writing and is signed by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Severability: If any term, provision, covenant or restriction of these Terms and Conditions is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of these Terms and Conditions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Entire Agreement: These Terms and Conditions, your Membership & Account Agreement, your Truth in Savings Disclosure, and any other documents we provide to you in connection with the Program constitute the entire agreement between OnPoint and you, and supersede all prior and contemporaneous agreements and understandings, both oral and written, between OnPoint and you with respect to the subject matter hereof. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, WE MAKE NO REPRESENTATIONS OR WARRANTIES (ORAL OR WRITTEN, STATUTORY, EXPRESS, IMPLIED OR OTHERWISE) INCLUDING, WITHOUT LIMITATION, AS TO MERCHANTABILITY, FITNESS FOR PURPOSE, CONFORMITY TO ANY DESCRIPTION OR REPRESENTATION, NON-INTERFERENCE OR NON-INFRINGEMENT.

Binding Effect: These Terms and Conditions shall inure to the benefit of and be binding upon the parties hereto and their respective permitted heirs, successors, legal representatives and assigns. Nothing in these Terms and Conditions, expressed or implied, is intended to confer on any person other than the parties hereto, and their respective permitted heirs, successors, legal representatives and assigns, any rights, remedies, obligations or liabilities under or by reason of these Terms and Conditions; provided that Stable shall be a third party beneficiary hereof.

Disputes: EXCEPT TO THE EXTENT OTHERWISE PROVIDED BY APPLICABLE LAW, ANY DISPUTES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS WILL BE GOVERNED BY THE TERMS OF THE MEMBERSHIP & ACCOUNT AGREEMENT, INCLUDING THE DISPUTE RESOLUTION TERMS, CHOICE OF LAW, VENUE, AND COSTS RELATED TO DISPUTE RESOLUTIONS, IF ANY.