



**Business Account Agreement**

**Business Account Fee Schedule**

# Business Account Agreement

We are providing you with our Business Account Agreement (the "Agreement" as further defined below). The Membership Agreement & Disclosures was provided to you at the opening of your Primary Savings Account (personal account) and the information provided in that Agreement is applicable to all business accounts, with the exception of provisions specifically pertaining to consumer accounts. **This Business Account Agreement does not replace the Membership Agreement & Disclosures. If there are any differences between the two agreements, this Business Account Agreement is meant to take precedence.**

**We urge you to read both Agreements carefully and keep for future reference. Please feel free to contact us at 210-945-3300 for further clarification if necessary.**

In this Agreement, each and all of the signers may be referred to as "you," "your," "Account Signer" or "Account Owner." RBFCU may also be referred to as "we," "our," and "us."

The term "Agreement" includes, but is not limited to, this document (M161BB), the Membership Agreement & Disclosures (M161AA), the Account Application, and any other agreement that is applicable to a specific account or service offered by RBFCU. These Agreements, Disclosures, Applications, and Schedules, together with specific terms and conditions governing your Account(s), provided separately, details our relationship with you.

This Agreement will be binding to all owners, signers, personal representatives, executors, administrators, and successors. This Agreement is the contract that governs your business account. You agree and understand that all account information must be kept up to date, including name, address, phone number(s) and other contact information as applicable for the Business as well as signers.

This Agreement also refers to and includes other disclosures we may provide to you, including (1) product information, (2) rate information, (3) services and fees, (4) The Funds Availability Policy and (5) other disclosures, agreements, and amendments applicable to your business account. All may contain information on fees that apply to your accounts.

- 1. Membership Eligibility.** A Business Account may be established if all Account Owners have established a Primary Savings Account. A business may be eligible for Credit Union membership if the business is listed in our field of membership or is physically located within geographical areas that have been approved by the National Credit Union Administration as being in our field of membership. For sole proprietorships, the individual owner(s) must be within our field of membership. For corporations, all of the corporate shareholders must be within our field of membership. For partnerships, all of the partners must be within our field of membership. For unincorporated associations, limited liability companies, and other businesses and organizations, all of the members of any such association, organization, or company must be within our field of membership.
- 2. Organizational Accounts.** An organization may open an account with RBFCU if the organization is listed in our field of membership or is physically located within geographical areas that have been approved by the National Credit Union Administration as being in our field of membership. The organization must be assigned a taxpayer identification number through the IRS.
- 3. Business Accounts.** The term "Business Account" means any Account maintained or opened by or in the name of any corporation, partnership, sole proprietorship, unincorporated association or club, limited liability company, or any other organization. The words "you" and "your" refer to the Account Owner named on the Non-Personal Membership Application, or any other document or instrument executed in connection with the opening, maintenance, or modification of any Business Account in addition to the other terms of this Business Account Agreement ("Agreement"). In the event of a conflict between the terms in the Agreement and other parts of the Membership Agreement & Disclosures, the terms and conditions herein shall control.
  - a) You expressly represent that: (i) the business named on any Application is duly organized, validly existing, and in good standing under the laws of the state where organized and has filed the necessary organizational documents with the Texas Secretary of State's office or County office in a manner sufficient to ensure that no other person or entity shall conduct business under the same name or any name deceptively similar to that of the Account Owner, (ii) each officer, partner, agent, representative, or other party who signs on any Application as an Authorized Signer is qualified and authorized to sign in the capacity represented and is empowered to so act on behalf of the Account Owner named, and (iii) the Account Owner named on any Application is either presently a member of the Credit Union or is eligible to apply for membership in keeping with the membership requirement set forth in this Agreement.
  - b) Any of the Authorized Signers on any Application shall be authorized to transact business on behalf of the Account Owner with respect to the Business Account(s) designated on the Application and are authorized to (i) deposit and withdraw any of the funds of the Account Owner in such Business Account(s), whether represented by cash, checks, notes, any electronic transactions, or other evidences of debit or credit, (ii) sign for and receive the statements and records of the Account Owner with respect to any such Business Account(s), (iii) stop payment against checks or other payment orders, (iv) make withdrawals or transfers from any such Business Account(s) for the purpose of purchasing Certificates, and (v) make any other agreements and stipulations with us with respect to such Business Account(s) and to bind the Account Owner thereto.
  - c) The endorsement of the Account Owner of items for deposit may be written or stamped without designation of the party making the endorsement.
  - d) We are authorized to honor any and all withdrawals of the Account Owner's funds by any of the Authorized Signers, whether such withdrawals are presented for cash or for credit to the personal account of such party, and we need make no inquiry concerning any such action. You acknowledge that you may not stipulate that withdrawals and other actions be performed and signed by two or more Authorized Signers. You agree that any designation by you requiring the signatures of two or more persons is for your internal business purposes only and is not binding on us.

- e) We will not be liable for any loss occasioned by the fraud, negligence, or misapplication of funds by any of the Authorized Signers. The Account Owner and all of the Authorized Signers, jointly and individually, agree to defend, indemnify, and hold RBFCU harmless of any claims, demands, expenses, losses or damages, resulting from or directly or indirectly related to any such activity of such parties with regard to any Business Account maintained with us.
- f) The Account Owner and the Authorized Signers agree to execute or provide such additional documentation as we may require or deem appropriate in connection with the opening and maintaining of any Business Account.
- g) The Account Owner and all Authorized Signers authorize us to recognize the facsimile signature(s) appearing on any Application and to charge the Account Owner for all checks, withdrawals, or similar orders drawn on business accounts maintained by the Account Owner. We will be so authorized so long as any facsimile signature reasonably resembles the facsimile signature appearing on any Application.
- h) We may adopt policies from time to time under which we may issue Debit Cards, other electronic access devices, or personal identification numbers (PINs) to persons designated by the Account Owner, at the Account Owner's request. You acknowledge and agree that the issuance of any access device or PIN in connection with a Business Account affords ready access to the Business Account by the person or persons authorized by the Account Owner, as well as other persons who are provided access to the access device or PIN, or who otherwise obtain the access device or PIN whether by way of negligence, theft, collusion or otherwise. As a result, you acknowledge and agree that the Account Owner and the persons authorized by the Account Owner to receive any access device or PIN are solely responsible for their use. In addition to the foregoing provisions, electronic funds transfers to and from a Business Account are subject to any additional terms and conditions provided to you at the time your request for an electronic funds transfer service is approved.
- i) Individuals who conduct transactions that benefit the business on behalf of the business owners and/or signers on the business account (known as business runners) that do not hold account access authority for the business, may provide cash or check payable to themselves, cash, coin ticket, or "petty cash" to obtain cash in exchange. All cash presented for exchange of denomination must first be deposited into the business account and then withdrawn for the exact amount. An exchange may not be conducted through a personal account. All business runners must pass all ID requirements prior to the Credit Union processing the transaction.
- j) All business checks presented for processing must be deposited into the business account and funds may be withdrawn to obtain cash.
- k) We will not accept business transactions in a personal account. If identified, a business account must be opened. Continued noncompliance with this requirement will result in restrictions of services on your personal account.
- l) Cash Transacting Reporting. To help law enforcement agencies detect illegal activities, the regulation requires that we gather and report information on some cash transactions. All cash deposits into a business account require identifying information from the conductor. This information includes Name, SSN/ITIN, Date of Birth, Physical Address, and Valid Picture ID. If the information we need to complete the report is not provided at the time of the transaction by you or the person conducting the transaction on your behalf, we will refuse the transaction. This includes (but not limited to) refusing not to provide current occupation and/or source of funds (who you received the currency from).
- m) For businesses requiring coin processing, a coin processing fee is assessed on the value of all coin presented for deposit, payment, or exchange, whether presented loose or rolled. Businesses are asked to make sure their coins are free from foreign objects and debris to protect the machine from damage. RBFCU reserves the right to refuse the processing of contaminated coin. Members are to use the machine in moderation.
- n) Large Cash Withdrawals. We require advance notice for large cash withdrawals. The length of advance notice is dependent on (but not limited to) (i) time of year (holidays, location specific festivals, etc.) (ii) Pay days (iii) branch location. For large cash withdrawals we will ask for the purpose of the request. We reserve the right to deny the transaction.
- o) Identification Requirements. We require all members and non-members transacting business with RBFCU in any capacity to be identified with the forms of identification accepted by RBFCU. We require said Parties to provide information and documentation to support their request which will be reviewed and must be deemed compliant with our Identification Policy. **We maintain the right to refuse the transaction/request based on the information and/or documentation provided. Additionally, if a person or entity refuses to adhere to our Identification Policy, we will deny the transaction and/or request.**
- p) Legal Process. You agree that we may debit your Account for charges and costs, including attorney's fees, in connection with negotiations, responses, appearances, and the production of statements, items, or other documents pursuant to subpoenas, court orders, levies, garnishments, or other instruments of legal process to the extent not otherwise prohibited by law. You agree that any levy, attachment, or garnishment against your Account will be subject to our contractual and statutory liens set forth below, and you authorize us to exercise that contractual lien whether or not any outstanding obligation is in default, subject to applicable law.
- q) Limitation of Services. We reserve the right to freeze or close your account for the following reasons (but not limited to): (i) we cannot verify your identity (ii) we suspect fraudulent or suspicious activity (iii) if we have notified you to cease certain transactions and the activity continues, we will either restrict your services or close your account (business). By opening an account with RBFCU, you have agreed to these terms. We will suspend your rights to services if you violate the terms of this agreement. (Refer to the full section of "Limitation of Services" within the Membership and Account Agreement).
- r) Monitoring of Transaction. RBFCU monitors all members and transactions. If prohibited activity, suspicious activity and/or unsatisfactory account handling is detected, the Credit Union will review the account and take action either by limiting services or closing the account. Additionally, we reserve the right to contact you about your account activity. We will use the methods listed under "Account Security; Consent to Contact" in the Membership and Account Agreement. Verifying your transactional activity is for

security purposes for you as a member as well as the Credit Union. If you refuse to answer the questions needed to validate your account activity or the transaction(s) in question, we reserve the right to restrict your account or close your account depending on the circumstances (for review of restrictions and limitations, please refer to "Limitation of Services" in the Member and Account Agreement).

**RBFCU reserves the right to refuse business relationships with the following high-risk categories in accordance with the Bank Secrecy Act (BSA) (list subject to change):**

- s) Money Service Business Accounts. We do not accept Business Accounts for businesses engaged in a Money Service Business (MSB). A MSB is generally defined as (i) currency dealer, currency exchanger, currency transfer (ii) a check casher, (iii) an issuer, seller, or redeemer of traveler's checks, money orders, or prepaid cards, or (iv) a money transmitter. RBFCU also includes crypto ATMs, exchanges, mining, selling, and trading virtual currency.
- t) Non-Bank Financial Institution Accounts. We do not accept Non-Bank Financial Institutions (NBFIs) offering financial services. Examples of NBFIs include but are not limited to securities, investments, pawn brokers, seller/exchanger of precious metals including gold and silver, insurance companies, loan or finance companies. We do not service the following: (i) used car lots that accept payments directly, also known as "Buy here/Pay Here" (ii) used car lots using third party financing (iii) dealership accounts.
- u) Marijuana/Cannabis Related Business. We do not accept business accounts offering any services related to marijuana/cannabis/hemp nor any marijuana by-product nor derivative due to the inherent high risk, the regulatory monitoring requirement, as well as it remains illegal at the federal level.
- v) Privately Owned ATMs. We do not accept businesses accounts servicing privately owned ATMs / Crypto based ATMs. Servicing refers to the following: (i) replenishments (ii) ACH transactions directly related to servicing an ATM or Crypto based ATM.
- w) Third Party Payment Processors. We do not accept business accounts serving as a Third-Party Payment Processor (TPPP), including as a Third Party Sender (TPS). These are businesses that provide payment-processing services to merchants and other business entities, typically initiating transactions on behalf of merchant clients that do not have a direct relationship with the Payment Processor's financial institution. Examples of services include but not limited to (i) credit card payments (ii) Automated Clearing House (ACH) debits (iii) creating and depositing remotely created checks (RCCs) or "demand drafts".
- x) Virtual Currency. We do not accept business accounts (crypto currency dealers) servicing any type of virtual currency (crypto currency) services or transactions. Prohibited transactions include but are not limited to (i) wires (incoming/outgoing) (ii) ACH transactions (incoming/outgoing) (iii) privately owned ATMs dealing specifically with crypto-currency and (iv) credit or debit card transactions.
- y) Internet Gambling – (Unlawful Internet Gambling Enforcement Act of 2006). The Credit Union is prohibited from processing illegal transactions, through your accounts or through our relationship with you, including unlawful Internet Gambling transactions. You may not use your account in any manner or for any transaction that we believe poses an undue risk of illegality. **We will refuse to process any such activity. We will impose restrictions on your account including closing your account if you engage in unlawful activity.** If you use your account relationship or engage in a transaction that is determined to be illegal, you will be liable to us. You waive any right to take legal action against the Credit Union for any illegal use or transactions and you agree to indemnify, defend, and hold harmless the Credit Union and any third-party processors from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use or transactions. **You agree to certify to us at account opening and, if requested, annually that you do not engage in an Internet Gambling business.** You authorize us to investigate the Account Owner, the principals', and the Authorized Signers' background, including without limitation, any financial institution and payment processor references. You also agree to notify us immediately if at any time the Account Owner's business changes in any way that causes any prior certification to be inaccurate. If you certify to us that the Account Owner(s) has legal authority to engage in an Internet Gambling business, you acknowledge and agree that we will close the account at our sole and absolute discretion. Additionally, if internet gambling activity is detected during our routine monitoring of accounts, we reserve the right to close the account without prior notification to you.

**4. Business Accounts – Beneficial Ownership.** Individuals establishing a new business relationship and current business owners adding a new product/service will be required to provide additional information. This Federal Regulatory requirement transpired in order for financial institutions to assist the government fight financial crime. RBFCU must obtain, verify and record information about the beneficial owners of legal entities. The regulation also requires the disclosure of key individuals who own and control the legal entity. These are known as the "Beneficial Owner" and the "Control Person". For the purposes of this regulation, a **legal entity** includes a Corporation, Limited Liability Company (LLC) or other entity that is created by a filing of a public document with a Secretary of State or similar office, a General Partnership, and any similar business entity formed in the United States. **RBFCU requires Texas registration for all legal entities in spite of where the legal entity was originally established.** A "Beneficial Owner" is each individual who owns, directly or indirectly, 25 percent or more of the legal entity. The "Control Person" is an individual with significant responsibility to manage, direct or control the legal entity. Examples are, but not limited to: Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President or Treasurer. Note: While a legal entity may have more than one individual that qualifies for the designation of "Beneficial Owner", only one "Control Person" is allowed in order to comply with the regulation. To further comply with the regulatory requirements, a "Certification of Beneficial Ownership" form must be completed by the person opening the new account or the person updating the existing legal entity account on their behalf. The Certification of Beneficial Ownership form is provided by the Credit Union. Information needed for the form is as follows: (i) the name, address, date of birth, valid identification approved by the Credit Union as well as Social Security number. **Note: An updated Certification of Beneficial Ownership is required when there are changes to accounts, business structure, business ownership, or adding products/services to an existing account, including loans (this list is subject to change).** In addition, a new Certification of Beneficial Ownership form will be required at the time a lending product renews, extends or is modified. **You agree to notify the Credit Union when changes occur. You understand and agree to complete a new Certification of**

**Beneficial Ownership form. We reserve the right to deny a business account or the add-on of products and services if the information and documentation listed above is not provided.**

**5. Business Account Maintenance.** In order to add or delete Authorized Signers from any Business Account, (i) the Account Owner may close the Business Account and open a new Business Account through the execution of a new Non-Personal Membership Application or, (ii) the Account Owner may modify the Business Account to provide for any such addition or deletion by completing a new Membership Application or such other forms as we may require, bearing the signatures of all persons who thereafter are authorized to sign on behalf of the Account Owner. We reserve the right to require that a new Business Account be opened when adding or deleting Authorized Signers. In order to add or delete Authorized Signers on any Business Account, whether by way of Account closure or modification, we may require the presentation of a new certificate of corporate resolution or a new certification and authorization in the case of a sole proprietorship, partnership, association, or other business entity, specifying the action to be taken and setting forth those individuals who thereafter will be authorized to transact business on behalf of the Account Owner. You acknowledge and agree that, if the Account Owner elects to add or delete Authorized Signers by way of Account modification rather than by closing the Business Account(s), we may not be able to verify effectively whether any check presented is signed by an Authorized Signer, and you agree that we are not required to examine any instruments presented. In the event of any Business Account modification, you agree that the Account Owner is solely responsible for denying any deleted signers access to the Business Account and that we will not be liable for the payment of checks or orders signed or made by any deleted signer. **We reserve the right to limit accounts and/or services (refer to "Limitation of Services" in Membership and Account Agreement) and, subject to applicable law, close an account. We will close your account when suspicious activity is detected during monitoring of transactions. We are not obligated to notify you when your account is restricted or closed due to suspicious activity or law enforcement action.**

**6. Right to Refuse Deposit.** At our discretion, we reserve the right to refuse your deposit transaction for the following reasons (but not limited to) (i) item is payable to another person (ii) restrictions have been placed on your account (see Limitation of services) (iii) the activity is deemed suspicious, fraudulent, illegal, or deceptive (iv) we suspect that you may be the victim of a fraud, scam, or financial exploitation even though you have authorized the transaction (v) reasonable cause to doubt collectability (vi) you or your delegate fails to provide acceptable identification (see Acceptable Identification section) (vii) you or your delegate refuses to provide additional information needed to complete the transaction. **Note: Please refer to the Membership and Account Agreement for further information on "Right to Refuse Deposit".**

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

**8. Business ACH Transactions.** You agree to adhere to the Nacha Operating Rules regarding all ACH transactions.

- a) RBFCU must receive notification of any invalid or unauthorized ACH transactions bearing a corporate SEC code (i.e., CCD or CTX) before the end of the following business day from the original posting date.
- b) At the request of RBFCU, an accurate record evidencing the Receiver's authorization or contact information for the Originator must be provided for entries requiring debit authorization.
- c) Businesses and Organizations originating more than five ACH transactions per month are required to become ACH Originators and sign our ACH Originator Agreement.
- d) RBFCU reserves the right to revoke ACH privileges.

**9. Liability for Unauthorized Use of the Business Freedom Debit Card and Dispute Resolution Process.** If a transaction was conducted with your Business Freedom Debit Card, you must notify us within 60 days of receiving the statement reflecting the disputed item to ensure Zero Liability for any unauthorized transactions. Failure to notify us within 60 days of RBFCU's transmittal of the statement will result in the denial of the dispute and full liability for the completed transactions.

- a) We will begin our investigation within 10 business days of receiving notice of the disputed item.
- b) If the dispute will take longer than 10 business days, we will provisionally credit your Account the amount disputed, so that you will have use of the funds during the time it takes us to complete our investigation. If we ask you to put your dispute in writing and we do not receive it within 10 business days, we may not credit your Account. For new Accounts (within 30 days of first deposit), we may take up to 20 business days to provisionally credit the amount disputed.
- c) We may take up to 90 days to complete the investigation of the disputed item.
- d) We will notify you of the results within 3 business days after completing our investigation. If the dispute is denied, we will send you a written explanation. You may ask for copies of the documents we used in our investigation. If a provisional credit was issued and we deny the dispute, we will debit your account no sooner than 5 business days from completing our investigation.

**10. Business Account Preauthorized Transfer Stop Payment Orders.**

**Right to Stop Payment of Preauthorized Transfers and Procedure for Doing So.** RBFCU cannot cancel an agreement you have with a third party or revoke the authorization that you have provided a third party for recurring automatic transfers from your account(s). If you have arranged in advance to make regular payments from your Account, you can stop any of these payments.

A stop payment order, a renewal of an order, or a revocation/cancellation of any such order shall not be effective unless delivered to a member of our staff during our regular business hours and until we have had a reasonable opportunity to act on it.

Contact us via the telephone number listed in this disclosure or via our online channels in time for us to receive your request. 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. We will charge a fee as set forth in our Fee Schedule for each stop payment order you give.

Stop payment request(s) on Electronic Fund Transfers (EFT) will remain in effect until the earlier of: a) the return of the specified EFT transaction; b) a request to withdraw/revoke/cancel the stop payment order by you or another authorized account holder; c) 6 months from the date of the stop payment order. You may renew a stop payment order at any time during this period and the renewal may be subject to a fee as set forth by our Fee Schedule. We may request the renewal to be provided in writing.

**11. Business Wire Transfers and Other Payment Order Transactions.** Please refer to the rules and regulations covered in the Membership and Account Agreement.

**12. Business Accounts - Overdrafts and Overdraft Protection.** An overdraft occurs when you do not have enough funds in your Account's Available Balance to cover a transaction, but we pay it anyway. You agree to maintain available funds in your Account at all times sufficient to pay any withdrawal order (whether verbal, written, or otherwise) or item presented for payment against the account. We are under no obligation to pay any withdrawal order or item that (i) exceeds the Available Balance in the account upon which the order was made, or the item was drawn, or (ii) would exceed limitations imposed upon the account under our policies and procedures or under applicable law. Debit transaction refers to any item presented for payment against your Account, including merchants that present items previously returned unpaid. ACH transactions are posted to your Account in the order they are received, as we are able to process them. Nacha rules allow merchants to request payment for one (1) item up to three (3) times. This includes decoupled debit cards, which are issued by third party card issuers, such as stores, merchants, gas stations, or other companies. When you set up a decoupled debit card you provide the card issuer your account number and routing number to access the funds in your Account. When you pay with your decoupled debit card, the card issuer submits the transaction to us for payment as an ACH debit transaction processed through the ACH network not as a debit card transaction processed through a payment card network like the debit card we issue. Please review the terms the card issuer provided you for additional information. For the purposes of fee determination, and the terms of this Agreement, decoupled debit card transactions are ACH transactions. The order of transaction processing can affect the Available Balance in your Account used by us to determine whether you have sufficient funds to cover a debit transaction. For this reason, the order of transaction processing can affect our decision to pay or return an item unpaid and charge an associated Courtesy Pay Fee or Insufficient Funds Fee, respectively to your Account. To avoid fees, you should ensure that your Account contains sufficient available funds at all times to pay each of your transactions. You hold us harmless from any and all liability, which might otherwise exist if we do not pay an overdraft. **For information on transaction clearing process, please refer to Order of Transactions within your Membership and Account Agreement. For information on standard overdraft practices and alternative overdraft protection plans, see below.**

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction, even if you have asked us to do so—if we do not authorize and pay an overdraft, your transaction will be declined or returned unpaid and fee(s) charged for transactions returned unpaid. We do not charge a fee for declined debit card transactions. In the event that we do not pay such order or item, we will not waive our right to dishonor any subsequent orders or items presented. Each Party to any of your Accounts will be jointly and severally liable for overdrafts (including without limitation to applicable fees) and other obligations owed to us that are caused by any other Party to the account. The negative balance and applicable fees must be paid by you within 45 days. At any time, you can make, change or revoke your choices regarding standard overdraft practices and alternative overdraft protection plans.

RBFCU offers Courtesy Pay and alternative overdraft protection plans.

- a) **Standard Overdraft Practice (Courtesy Pay)** – RBFCU offers Courtesy Pay that may be available to cover an overdraft when any account you have linked under your alternative overdraft protection plan does not cover the overdraft. Courtesy Pay allows us to pay an item presented for payment against your Checking Account even if it causes the Account to be overdrawn. Courtesy Pay is offered as a courtesy to our members who qualify for this service. Courtesy Pay is subject to a dynamic limit set by RBFCU based on your account activity and relationship with us and may change daily. **Do not rely on Courtesy Pay to pay your items—we do not guarantee to pay any overdrafts. Courtesy Pay can be revoked at our sole and absolute discretion.**

1) We pay overdrafts for your Business Checking Account for checks, ACH transactions made using your Checking Account number, automatic bill payments, and ATM and debit card transactions, unless you ask us to “opt-out”.

2) We will charge you a Courtesy Pay Fee each time we pay an item or transaction that overdraws the Available Balance in your Account, and the fee is set forth in the current Business Account Fee Schedule.

3) Courtesy Pay is not a loan. You are not charged for having Courtesy Pay until we pay an overdraft on your Account.

**Opt-Out Methods:** A Business Member may “opt-out” of Courtesy Pay at any time by using one of the following methods: (i) [Online Banking](#) or RBFCU [Mobile® App](#); (ii) in-person by visiting any RBFCU branch or; (iii) phone by calling us at 210-945-3300.

- b) **Alternative Overdraft Protection Plans** – RBFCU offers alternative overdraft protection plans from eligible draw accounts and there is no limit to the number of draw accounts you can set up. We will transfer available funds automatically from an RBFCU Saving(s), RBFCU Primary Savings, and/or an RBFCU Line of Credit, if you apply and qualify for such account(s). If you have established alternative overdraft protection plans, we will always attempt to pay any overdraft by using your alternative overdraft options first and in the account order you provide us before paying your overdraft utilizing Courtesy Pay, our standard overdraft practice described above. If you have an alternative overdraft protection plan, we first will attempt to transfer available funds from the eligible Savings Account to your Checking Account or make an advance of available funds under the eligible RBFCU Line of Credit Agreement to your Checking Account, to remedy some or all of the overdraft prior to

using Courtesy Pay. We will transfer in increments of \$100 or up to the available balance of linked account and/or RBFCU Line of Credit limit. There are no fees to transfer or advance funds from your linked accounts to cover an overdraft. Upon an advance from your RBFCU Line of Credit, an interest charge will begin to accrue as referenced in your RBFCU Line of Credit Disclosure and Line of Credit Agreement and Billing Rights Notice. A Money Market Account is not eligible as a draw account.

**How To Select Alternative Overdraft Protection Plan Methods:** You may select Savings, and/or Line of Credit as an alternative overdraft protection plan by using one of the following methods: (i) [Online Banking](#) or RBFCU [Mobile® App](#); (ii) in-person by visiting any RBFCU branch or; (iii) phone by calling us at 210-945-3300.

**The fact that we may honor withdrawal requests that overdraw your Account does not obligate us to do so later. You cannot rely on us to pay overdrafts on your Account regardless of how frequently or under what circumstances we have paid overdrafts on your Account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your Account without notice to you.**

**13. Waiver and Severability.** We can waive or delay enforcing any of our rights under this Agreement without losing them. If any provision of this Agreement shall be declared invalid, unenforceable, or illegal, that provision will not affect the validity, enforceability, or legality of any other provision.

Additional RBFCU Disclosures and/or Agreements:

- [Guest User \(eShare\) Disclosures](#)

Note: You can view or print in an online environment by clicking the hyperlink. If you prefer a printed copy, you can request one at any of our branches or by contacting our Member Service Center at 210-945-3300.

# Business Account Fee Schedule

An important benefit of membership is most fees and charges are lower than other financial institutions. Compare us and you will find many RBFCU services are free! The following fees may be assessed in connection with your accounts without advance notice to you. All fees are assessed at the time of service or deducted from your account. If the Available Balance is insufficient, you will be notified to pay the required fee. We may charge any of your accounts for any fee due. Any fees or charges assessed to us for extra service or special handling of your account will be passed on to you.

This Business Account Fee Schedule is subject to change at any time. Members will be notified as required by law of any changes in charges that may be imposed on an account.

<b>Business Savings Accounts</b>	
<b>Business Savings</b>	<b>FREE</b>
<b>Business RBFCU Classic Money Market</b>	<b>FREE</b>
<b>Business Checking Accounts</b>	
<b>Basic Business Checking<sup>A</sup>:</b>	
<b>0-50 items<sup>B</sup></b>	<b>FREE</b>
<b>51+ items<sup>B</sup></b>	\$0.25 per item
<b>Preferred Business Checking<sup>A</sup>:</b>	
<b>0-250 items<sup>B</sup></b>	\$5 per month
<b>251+ items<sup>B</sup></b>	\$0.25 per item
<b>Elite Business Checking<sup>A</sup>:</b>	
<b>Unlimited items</b>	\$15 per month
<b>Organizational Account:</b>	
<b>Unlimited items</b>	<b>FREE</b>
<b>Business Account Services</b>	
<b>Business Checks</b>	
<b>Standard Checks</b>	<b>FREE</b>
<b>Other Styles</b>	Varies
<b>Deposit Bags</b>	\$2 each
<b>Business Remote Deposit Services</b>	
<b>Initial Set up (one-time)</b>	\$50
<b>Monthly Fee (check scanner included)</b>	\$20
<b>ACH Business Origination Services</b>	
<b>ACH Setup Fee (one-time)</b>	<b>FREE</b>
<b>Hard Token (RBFCU cost)</b>	\$50
<b>Soft Token (RBFCU cost)</b>	\$35
<b>ACH Monthly Fee</b>	\$20
<b>ACH Batch Fee</b>	<b>FREE</b>
<b>ACH Per Item Fee</b>	\$0.15
<b>Returned ACH</b>	\$5
<b>Notice of Change (NOC)</b>	\$5
<b>Late File Submission</b>	\$15

# Business Account Fee Schedule

General Services		
Account Reconciliation Research	\$45 per hour	
Bill Pay Service	FREE	
Calls to our Member Service Center	FREE	
Cashier's Check	\$5 each	
Coin Processing Fee (Member)	5% of value	
Copies		
Checks	\$1 per copy	(In excess of two copies per month)
Statement	\$3 per copy	
Courtesy Pay Fee	\$24 per item for transactions over \$5.	We charge a Courtesy Pay Fee for each item we pay that overdraws your Account. There is a <u>limit of five (5)</u> total Courtesy Pay and Insufficient Funds Fees combined we can charge you per day for overdrawing your account.
Collection Item Processing		Any external fees imposed by the issuing or paying institution are deducted from the collected item.
Domestic (sent or received)	\$50 per item	Includes checks such as but not limited to Gas Lease, Land, Oil and Travelers cheques.
Foreign (sent or received)	\$50 per item	Includes checks drawn from foreign financial institutions. Some limitations may apply.
Electronic Statement	FREE	With enrollment of Paperless Preference
Electronic Deposits	FREE	
Electronic Deposit Check Images	FREE	
Excessive Transaction Fee	\$12 per Excessive Transaction	Money Market Accounts are limited to six (6) withdrawals and outgoing transfers per month. Transactions subject to this limitation include withdrawals or outgoing transfers completed in-person, over the phone, electronically, or preauthorized.
Fax Fee	\$2.50 per item	We do not fax items for non-members. If a member is faxing an item related to RBFCU business, the fax is free.
Inactive Account Fee	\$10 per month	We charge this fee when (i) an account has one year without member initiated transaction activity, (ii) is a Single-Party deceased account, or (iii) has returned correspondence due to incorrect address information.
Insufficient Funds Fee	\$24 per item for items over \$5.	We charge this fee for each item that is presented for payment and returned unpaid due to insufficient funds. There is a <u>limit of five (5)</u> total Courtesy Pay and Insufficient Funds Fees combined we can charge you per day for overdrawing your account.
Insufficient Funds Fee - UCF	\$24 per item for items over \$5.	We charge this fee for each item that is presented for payment and returned unpaid due to recent deposits not yet collected from the payor; uncollected funds.

# Business Account Fee Schedule

		There is a <u>limit of five (5)</u> total Courtesy Pay and Insufficient Funds Fees combined we can charge you per day for overdrawing your account.
<b>Legal Process Fee*</b>	\$50 per notice	*As used in this Agreement and in the Account Statements, "Legal Process Fee" includes and is not limited to: Levies, Garnishments, Liens, Receiverships, Turnover Orders, and other orders or attachments which require processing, regardless of whether or not funds are paid.
<b>Medallion Signature Guarantee</b>	\$25 per visit	
<b>Money Orders</b>	\$1 each	
<b>Notary Service</b>	<b>FREE</b>	Texas notaries cannot make certified copies of recordable documents. RBFCU does not notarize Trusts or Wills.
<b>Non-member Check Cashing Fee</b>	\$5 per item	
<b>Online Banking Account Access</b>	<b>FREE</b>	
<b>Overdraft Protection (auto transfer from savings or LOC)</b>	<b>FREE</b>	
<b>Postage Expense Fee</b>	Varies	Postage Expense Fee is assessed when a member requests to overnight the delivery of a cashier's check. Postage Expense fee may vary as postage rates are set by each postage company, UPS Ground or UPS Overnight.
<b>RBFCU send</b>	<b>FREE</b>	
<b>Standard Checks</b>	<b>FREE</b>	
<b>Stop Payment</b>	\$24 each	
<b>Wire Transfer – Incoming</b>	<b>FREE</b>	
<b>Wire Transfer – Outgoing (Domestic)</b>	\$25	
<b>Wire Transfer – Outgoing (International – Int'l)</b>	\$40	
<b>ATMs &amp; Freedom Debit Cards</b>		
<b>Signature-based Transactions</b>	<b>FREE</b>	
<b>Withdrawals/Inquiries/Transfers at ATMs owned or affiliated with RBFCU</b>	<b>FREE</b>	ATMs are located at all RBFCU locations, selected off-site locations, and other financial institutions through the CO-OP Network.
<b>CO-OP ATM Transactions</b>	<b>FREE</b>	ATMs are located at all RBFCU locations, selected off-site locations, and other financial institutions through the CO-OP Network.
<b>Non-RBFCU ATM Transactions</b>	\$1 each	Non RBFCU ATM transactions include withdrawals, inquiries and transfers. Fees by the ATM owner or network may also be assessed.
<b>RBFCU ATM Surcharge for non-RBFCU card</b>	\$3 each	
<b>Digital Freedom Debit Card Instant Issuance</b>	<b>FREE</b>	Digital Freedom Debit Card Instant Issuance requires Online Banking access.
<b>Expedited Freedom Debit Card Two-Day Delivery</b>		Expedited Delivery is dependent on the date and time the card is ordered; otherwise, delivery timeframe may be extended past the two-day delivery service.
<b>Domestic (delivered by UPS)</b>	\$35-45 per card	
<b>International</b>	\$45 per card	
<b>Foreign Transaction</b>	<b>FREE</b>	A foreign transaction includes but is not limited to internet transactions with a merchant who processes the transaction in a foreign country.
<b>Safe Deposit Boxes (annual cost)</b>		
Fee is applicable to boxes opened prior to 10/1/2023. Effective 10/1/2023, RBFCU no longer offers new safe deposit box rentals to Business members.		
<b>2x5 (Live Oak Branch)</b>	\$40	

# Business Account Fee Schedule

<b>3x5</b>	\$50	
<b>3x10</b>	\$70	
<b>5x10</b>	\$110	
<b>10x10</b>	\$170	
<b>15x10 (Windcrest Branch)</b>	\$200	
<b>Locksmith Services</b>	\$110 or more	Locksmith fee may vary by vendor.

<sup>A</sup>Monthly business account fees are waived when the following criteria are met: \$50,000 business loan balance, ACH Origination Agreement with RBFCU, Merchant or Payroll processing through RBFCU's provider or enrollment in My Business Elite Pro (a 3rd party business account service available for a fee).

<sup>B</sup>"Item" is defined as any debit or credit to your business account, except for RBFCU fees.

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