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2023 JAN 30 04:25 PM  
KING COUNTY  
SUPERIOR COURT CLERK  
E-FILED  
CASE #: 22-4-08326-1 KNT

**SUPERIOR COURT OF THE STATE OF WASHINGTON  
FOR THE COUNTY OF KING**

In re the Matter of

THE SHARON M. HAROLD  
IRREVOCABLE TRUST DATED  
NOVEMBER 12, 2004,

a Trust.

DAVID M. PAICE,

Petitioner-Trustee.

Case No. 22-4-08326-1 KNT

**DECLARATION OF CHARLES A.  
HAROLD, JR., RESIDUAL  
BENEFICIARY**

I, Charles A. Harold, Jr. declare as follows:

1. I am a Residual Beneficiary of the Sharon M. Harold Irrevocable Trust dated November 12, 2004 ("Trust"). I have personal knowledge of the facts set forth herein. I make this declaration in support of the Verified Joint Objection to Verified Petition for Approval of Interim Account; For Discharge of Successor Trustee; and For Appointment of Successor Trustee ("Objection").

2. At all relevant times herein, I am entitled to possess the attached documents for several reasons: a) my mother gave them to me; b) my mother directed her accountant David Llewellyn to give them to me; c) my sister Amy Jane Small who obtained the documents with my mother's permission and/or under her Power of Attorney gave them to me; d) the Reedsport Police Department gave them to me; e)

DECLARATION OF CHARLES A. HAROLD - 1

CHARLES A. HAROLD, JR., PRO SE  
1455 N. TOMAHAWK ROAD  
APACHE JUNCTION, AZ 85119  
(818) 652-6400  
EMAIL: [CHUCKHAROLD@GMAIL.COM](mailto:CHUCKHAROLD@GMAIL.COM)

1 open sources such as Google and FCRA compliant public record databases supplied  
2 them to me; f) I was already in possession of some documents; g) Trustee or Trustee's  
3 attorney gave them to me; and h) Grantor's attorney gave them to me as directed by  
4 my mother.

5 3. In support of my ability to gather, read, analyze compile and report  
6 information, I submit the following short synopsis of my 41 years of experience  
7 wherein I have conducted thousands of fact findings. Detailed information about my  
8 background and experience may be found on LinkedIn.com by viewing my profile;  
9 <https://www.linkedin.com/in/chuckharold/>

10 a. I served as a sworn police officer for three agencies in the state of  
11 California for approximately 13 years so I am familiar with the rules of report writing,  
12 evidence and testimony.

13 b. I was a licensed private investigator in the state of California for  
14 approximately 30 years working primarily for law firms. I conducted fact findings that  
15 attorneys used to plead their cases so I am familiar with civil proceedings.

16 c. While working at the Fox Broadcasting Company as the Director  
17 of Security and Building Services, I conducted hundreds of employees and criminal  
18 fact findings. One case was published in Security Management Magazine because I  
19 utilized computer data mining, which at the time was a brand-new computer forensic  
20 technique. The article was titled "The Detective and the Database".  
21 [https://www.asisonline.org/security-management-magazine/articles/2006/03/the-](https://www.asisonline.org/security-management-magazine/articles/2006/03/the-detective-and-the-database/)  
22 [detective-and-the-database/](https://www.asisonline.org/security-management-magazine/articles/2006/03/the-detective-and-the-database/)

23 d. While working for 20th Century Fox Studios, I started the  
24 worldwide corporate investigation division for Fox Entertainment Group as the Director  
25 of Corporate investigations where I reported primarily to corporate senior counsel.

26 e. Two cases I investigated resulted in criminal filings of first  
27 impression before two federal courts. One case in Boston Federal Court involved a  
28 criminal denial of service attack. The other case involved a case of criminal copyright

1 violation.

2 f. Working for The Walt Disney Company as the Senior Manager of  
3 Security Operations, I was responsible for corporate investigations working with the  
4 legal department under the Management Audit Division. I also started their worldwide  
5 threat intelligence services, briefing all Disney properties worldwide about terrorism  
6 threats on a daily basis.

7 g. After leaving Disney I published an article in CSOOnline.com  
8 (Chief Security Officer) titled, "How to Catch a Terrorist Without Hurting Anyone's  
9 Feelings." This article was used as part of the Texas A&M University course  
10 curriculum studying terrorism. [https://www.csoonline.com/article/2119611/how-to-](https://www.csoonline.com/article/2119611/how-to-catch-a-terrorist-without-hurting-anyone-s-feelings.html)  
11 [catch-a-terrorist-without-hurting-anyone-s-feelings.html](https://www.csoonline.com/article/2119611/how-to-catch-a-terrorist-without-hurting-anyone-s-feelings.html)

12 h. For the past 10 years I have hosted a podcast and live video show  
13 called SecurityGuyTV.com where I have conducted interviews with security experts  
14 from around the world and produced over 3,000 episodes.

15 4. Trustee David Paice ("David" or "Trustee") is my nephew by marriage to  
16 my niece Briana Paice. Trustee's attorney mailed a packet to me on August 9, 2022  
17 which contained Trustee's Accounting of Trust.

18 5. While working with Amy Jane Small ("Amy"), we found a BECU trust  
19 account statement for 03/10/10-03/12/10, which shows that a check in the amount of  
20 \$533,529.59 was deposited at an ATM located at 25250 Pacific Hwy on 3/10/10. This  
21 statement also shows that \$500,000 was withdrawn on that same date. A true and  
22 correct copy of that statement is attached hereto as Exhibit 16.

23 6. From the BECU website, I downloaded a pdf file that contained two  
24 separate documents entitled, "Request to Open Revocable or Irrevocable Trust  
25 Accounts" and "Account Agreements." True and correct copies of these two  
26 documents are collectively attached hereto as Exhibit 17.

27 7. We also compiled a list of checks which we had questions about. I  
28 contacted David Llewellyn with my mother's permission and at her direction to ask

1 these questions. Mr. Llewellyn responded over the course of several weeks by email.  
2 A true and correct copy of the pertinent portion of that e-mail string is attached hereto  
3 as Exhibit 18.

4 8. I compiled a spreadsheet of all the missing checks after reviewing the  
5 Trustee's Accounting of Trust. A true and correct copy of the spreadsheet is attached  
6 hereto as Exhibit 19.

7 9. I compiled a spreadsheet of all the duplicate checks after reviewing the  
8 Trustee's Accounting of Trust. A true and correct copy of the spreadsheet is attached  
9 hereto as Exhibit 20.

10 10. My mother's former attorney, Michelle Blackwell, sent me a copy of a  
11 letter she received from Trustee's attorney dated November 23, 2022, in which  
12 Trustee's attorneys admits that Trustee "inadvertently" transferred and/or commingled  
13 funds. A true and correct copy of this letter is attached hereto as Exhibit 21.

14 11. On July 26, 2020, Trustee transferred \$1,000 from Grantor's BECU trust  
15 account to Trustee's and his wife's personal BECU checking account x2739 and later  
16 transferred the \$1,000 back to Grantor's BECU trust account x9307 that same day. A  
17 true and correct copy of the BECU trust account statement is attached hereto as  
18 Exhibit 22.

19 12. On July 4, 2021, I texted Trustee about reimbursement for ammunition  
20 used while he was visiting me on vacation. He responded by text that he agreed to  
21 reimburse me and stated, "I'll have Briana (Trustee's wife) call you to coordinate she  
22 does all the money stuff." In the same text exchange, Briana told me on July 14 that  
23 "just scheduled payment had to wait until payday. Payment should be there 7/22." On  
24 July 24, I confirmed to Briana that I had received the check and I sent her a picture of  
25 it. True and correct copies of the text exchange, Briana's check and a similar check  
26 written to my mother from Trustee for comparison is collectively attached hereto as  
27 Exhibit 23.

28 13. While assisting my mother with Petition for Appointment of David Allen



1 Paice as successor trustee in the Joseph A. Daley Family Trust matter, I obtained  
2 documents pertaining to that hearing demonstrating that all beneficiaries were notified.  
3 Trustee's Schedule J shows where some of the money received from the above  
4 proceeding was deposited. A true and correct copy of which is attached hereto as  
5 Exhibit 24.

6 14. The LPL Financial statement ending December 31, 2022 shows the  
7 diminishing value of the investment account based in part on outflows of \$122,263.78.  
8 A true and correct copy if attached hereto as Exhibit 25.

9 15. I performed an analysis of available BECU and BECU Investment  
10 Services statement to determine where there were mailed. I created a chart with my  
11 results. A true and correct copy of the chart is attached hereto as Exhibit 26.

12 16. My mother sent me a photograph of her calendar dated July 17, 2017.  
13 Entries on her calendar contradict Trustee's statement that he vacationed with Grantor  
14 in August 2018 and that he drove her home. A true and correct copy of the month of  
15 July from Grantor's 2017 calendar is attached hereto as Exhibit 27.

16 17. Trustee e-mailed a spreadsheet to Grantor in June of 2010 which  
17 purports to provide information regarding her account. My mother forwarded this e-  
18 mail to me for my review. Between 2010 and 2022, my mother was not receiving  
19 BECU bank statements but instead received these vague and incomplete  
20 spreadsheets. The actual BECU bank statements were mailed to Trustee. A true and  
21 correct copy is attached hereto as Exhibit 28.

22 18. I received a copy of a letter dated October 3, 2022 from my attorney,  
23 Edgar Saenz. This letter stated that no supporting documents for Trustee's accounting  
24 would be provided unless a release was signed. I refused to sign the release because  
25 according to David Llewellyn, "The Trustee has elected to omit substantially all of the  
26 disclosures required by accounting principles generally accepted in the United States  
27 of America." A true and correct copy of the October 3 letter is attached hereto as  
28 Exhibit 29.

1           19. I also received a copy dated September 8, 2022, which is similar to the  
2 October 3 letter (Ex. 29) addressed solely to my mother. A true and correct of the  
3 September 8 letter is attached hereto as Exhibit 30.

4           20. I sent an e-mail to my attorney, Edgar Saenz, dated March 13, 2018,  
5 informing him that my mother wanted to make me administrator of her trust, among  
6 other things, and he responded via e-mail on March 14, 2018. A true and correct copy  
7 of this e-mail is attached hereto as Exhibit 31.

8           21. Between April 22 to April 26, 2019, Trustee, his wife Briana and their  
9 daughter vacationed at my home. During several informal conversations, Trustee  
10 expressed how difficult Grantor was to deal with at times. I told Trustee I was well  
11 aware of my mother's personality since I've known her my entire life. I gave Trustee  
12 advice and said the best way to handle my mother is to "just tell her no" and move on.  
13 Trustee told me that to deal with my mother constantly asking for money, he deposited  
14 money from the trust into his personal account once or twice a year and wrote her  
15 checks when needed because, "It's easier that way." I told Trustee that doing this  
16 constituted commingling; he responded by stating that it was okay with my mother. I  
17 told him it did not matter; it was still commingling.

18           22. Trustee, his wife Briana, their daughter and my sister, Harmony Harold,  
19 visited my mother on December 26 and 27, 2019. My mother had been injured at her  
20 home on October 18, but her injuries were still very visible. A true and correct copy of  
21 a photograph of her injuries are attached hereto as Exhibit 32.

22           23. On December 31, 2019, I visited a new assisted living facility to provide  
23 information to Trustee for relocating my mother. A true and correct copy of my Google  
24 location history from my phone is attached hereto as Exhibit 33.

25           24. An LPL Financial statement showing the investment account balance for  
26 October 31, 2021 proves, despite Trustee's repeated statement that there is not  
27 enough money to relocate my mother, there was. A true and correct copy of that  
28 statement is attached hereto as Exhibit 34.

1        25.     Since Trustee is stating that he wants to resign again, I contacted my  
2 attorney Edgar Saenz, as I did in 2018, to fulfill my mother's on-going request that I  
3 take over my mother's estate as her trustee. A true and correct copy of that e-mail is  
4 attached hereto as Exhibit 35.

5        26.     An LPL Financial statement showing the investment account balance for  
6 December 31, 2021 proves, despite Trustee's repeated statement that there is not  
7 enough money to relocate my mother, there was. A true and correct copy of that  
8 statement is attached hereto as Exhibit 36.

9        27.     I found out that the police were called to my mother's home by a couple  
10 of neighbors. I contacted the local police department, and I was mailed a copy of the  
11 report. A true and correct copy of the police report is attached hereto as Exhibit 37.

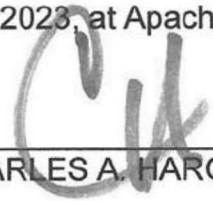
12        28.     Since Trustee never had an accounting done in the 12 years of his  
13 trusteeship, Trustee hired David Llewellyn to compile an Accounting of Trust based on  
14 limited and incomplete information provided by Trustee. True and correct copies of Mr.  
15 Llewellyn's invoices e-mailed to me are attached hereto as Exhibit 38.

16        29.     I located a FINRA public record that lists a "Customer Dispute" against  
17 Brian Locke that alleges "negligence, unsuitable investments and breach of fiduciary."  
18 Mr. Locke and LPL Financial eventually paid the customer \$7,000 on a \$100,000  
19 claim. A true and correct copy of this report is attached hereto as Exhibit 39.

20        30.     On January 27, 2023, I was copied on Respondent Nicole Loomis' email  
21 to Mr. Schilbach rescinding her signing of Trustee's release. A true and correct copy  
22 of that email is attached hereto as Exhibit 40.

23        I declare under penalty of perjury under the laws of the State of Washington  
24 that the foregoing is true and correct to the best of my knowledge.

25        Executed this 29<sup>th</sup> day of January, 2023, at Apache Junction, Arizona.

26  
27  
28  
  
\_\_\_\_\_  
CHARLES A. HAROLD, JR.

# EXHIBIT 16

Make sure your retirement  
lives up to your expectations.  
Open a BECU IRA today at [www.becu.org/ira](http://www.becu.org/ira).

#BWNKKNN  
The Sharon M Harold Irrevocable Trust  
PO Box 48212  
Seattle, WA 98148-0212

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Statement Period: 03/10/2010 - 03/12/2010

2118918

Summary of Deposit Account Activity						
	Account #	Beginning Balance	Withdrawals/ Fees*	Deposits	Dividends/ Interest	Ending Balance
Member Advantage Savings		0.00	(533,000.00)	533,529.59	1.15	530.74
Member Advantage Checking		0.00				0.00
Money Market		0.00	(500,000.00)	533,000.00		33,000.00
<u>Including the following Fees*</u>		Statement Period Total		2010 Year-to-Date Total		
Overdraft Fees		0.00		0.00		
Non-sufficient Funds (NSF) Fees		0.00		0.00		

#### Account Activity

Member Advantage Savings - [REDACTED]

If your account converted to Member Advantage during the statement period, you earned the rate effective for the Member Share Savings Account up to the date of conversion.

Year-to-date dividends: \$1.15  
0.62% Annual Percentage Yield Earned for 3 day period  
Average Daily Balance: \$22,529.59

#### Deposits

Date	Amount	Transaction Description
03/10	533,529.59	ATM Deposit BECU 25250 PACIFIC HWY. SOUTKENT WAUS Machine# WA033962 Trace# 00000000000000008359
03/12	1.15	Dividend/Interest

#### Withdrawals

Date	Amount	Transaction Description
03/10	(500,000.00)	Withdrawal
03/12	(33,000.00)	Withdrawal Online Banking Transfer To 3584939349

# EXHIBIT 17



## REQUEST TO OPEN REVOCABLE OR IRREVOCABLE TRUST ACCOUNTS

A trust is an agreement between parties in which the trustee manages property on behalf of the trust for the benefit of the named beneficiaries. Generally, there are two types of trusts: revocable (also called revocable living) and irrevocable. A revocable trust is usually created to manage assets during the trustor/trustee's lifetime. An irrevocable trust provides for the ongoing management of assets for the trust for the benefit of a named beneficiary.

### HELP US TO QUICKLY PROCESS YOUR REQUEST TO OPEN OR CONVERT EXISTING ACCOUNTS TO TRUST ACCOUNTS BY PROVIDING A FEW THINGS TO GET STARTED:

- ☐ Print and complete the Trust Application located on [becu.org](https://becu.org).
- ☐ Gather the required documents and information (see below).

### DOCUMENTS REQUIRED:

- ☐ Trust Account Application
- ☐ BECU Certification of Trust

### IMPORTANT INFORMATION ABOUT OPENING A TRUST ACCOUNT:

- The Social Security number (SSN) is required for the acting trustee(s) and the Taxpayer Identification number (TIN) is required for the Trust.
- BECU is generally able to convert personal accounts to Revocable Trust accounts with the exception of Member Share Savings and Member Advantage Savings.
- Personal Member Share Savings accounts cannot be closed if there are existing loans. Other conditions may apply.
- Account types that are available for trusts: Member Share Savings, Savings, Checking, Money Market, and Certificate of Deposit (CD).
- If a revocable trust is being established for a Home Equity Line of Credit (HELOC), please call BECU at **800-233-2328** or visit a BECU location near you for more information.
- Trust accounts are not eligible for Member Advantage.

## WHAT'S NEXT?

Return the completed application, required documents, and information by one of the following:

- In person to any BECU location. To find a location near you, visit [becu.org/locations](https://becu.org/locations).
- Fax to **206-805-5612**
- Mail to:

BECU

Account Servicing M/S 1094-2

PO Box 97050

Seattle, WA 98124-9750

Once we have received your request, a representative may contact you to review the information provided (if needed). If you have any questions, please call a BECU representative at **800-233-2328**. You can also send us a secure message using Messenger in the BECU mobile app.



# TRUST ACCOUNT APPLICATION AND CHANGE REQUEST



Welcome to Boeing Employees' Credit Union. Thank you for choosing BECU for your financial service needs. As a not-for-profit credit union, we are able to offer our members better rates, fewer fees, and more affordable financial services. Please complete, sign in ink, and return this form to apply for membership or change information on your current account. If you have any questions, please contact a BECU representative at 800-233-2328.

☐ New account   ☐ Close account   ☐ Change the following account: \_\_\_\_\_

## 1. Account Information

**Important information about procedures for opening a new account:** Federal law requires all financial institutions to help the government fight the funding of terrorism and money laundering activities by obtaining, verifying, and recording information that identifies each person who opens an account. What this means to you: When you open an account we ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

TRUST NAME		TYPE OF TRUST ACCOUNT <input type="checkbox"/> Revocable <input type="checkbox"/> Irrevocable	
SSN / TIN	PHONE NUMBER	EMAIL ADDRESS	
STREET ADDRESS		CITY	
STATE / PROVINCE	ZIP / POSTAL CODE	COUNTRY	
MAILING ADDRESS (if different from above)		CITY	
STATE / PROVINCE	ZIP / POSTAL CODE	COUNTRY	
MEMBERSHIP ELIGIBILITY			

## 2. Acting Trustee Information

ACTING TRUSTEE NAME (1)			<input type="checkbox"/> Add <input type="checkbox"/> Remove <input type="checkbox"/> Retain		SSN / TIN
HOME PHONE	WORK PHONE	MOBILE PHONE	DATE OF BIRTH	MOTHER'S MAIDEN NAME	
STREET ADDRESS			CITY		
STATE / PROVINCE		ZIP / POSTAL CODE	COUNTRY		
VALID PICTURE ID NUMBER	ID TYPE	ISSUE DATE	EXPIR. DATE	STATE & COUNTRY ISSUED	
EMPLOYMENT <input type="checkbox"/> Employed <input type="checkbox"/> Self-Employed <input type="checkbox"/> Retired <input type="checkbox"/> Unemployed <input type="checkbox"/> Never Employed			EMAIL ADDRESS		
OCCUPATION / PREVIOUS OCCUPATION (if retired or unemployed)			EMPLOYER / PREVIOUS EMPLOYER (if retired or unemployed)		
ACTING TRUSTEE NAME (2)			<input type="checkbox"/> Add <input type="checkbox"/> Remove <input type="checkbox"/> Retain		SSN / TIN
HOME PHONE	WORK PHONE	MOBILE PHONE	DATE OF BIRTH	MOTHER'S MAIDEN NAME	
STREET ADDRESS			CITY		
STATE / PROVINCE		ZIP / POSTAL CODE	COUNTRY		
VALID PICTURE ID NUMBER	ID TYPE	ISSUE DATE	EXPIR. DATE	STATE & COUNTRY ISSUED	
EMPLOYMENT <input type="checkbox"/> Employed <input type="checkbox"/> Self-Employed <input type="checkbox"/> Retired <input type="checkbox"/> Unemployed <input type="checkbox"/> Never Employed			EMAIL ADDRESS		
OCCUPATION / PREVIOUS OCCUPATION (if retired or unemployed)			EMPLOYER / PREVIOUS EMPLOYER (if retired or unemployed)		

Continued on the next page.

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Page 1 of 4

2. Acting Trustee Information (continued)				
ACTING TRUSTEE NAME (3)			<input type="checkbox"/> Add <input type="checkbox"/> Remove <input type="checkbox"/> Retain	SSN / TIN
HOME PHONE	WORK PHONE	MOBILE PHONE	DATE OF BIRTH	MOTHER'S MAIDEN NAME
STREET ADDRESS			CITY	
STATE / PROVINCE		ZIP / POSTAL CODE	COUNTRY	
VALID PICTURE ID NUMBER	ID TYPE	ISSUE DATE	EXPIR. DATE	STATE & COUNTRY ISSUED
EMPLOYMENT <input type="checkbox"/> Employed <input type="checkbox"/> Self-Employed <input type="checkbox"/> Retired <input type="checkbox"/> Unemployed <input type="checkbox"/> Never Employed			EMAIL ADDRESS	
OCCUPATION / PREVIOUS OCCUPATION (if retired or unemployed)		EMPLOYER / PREVIOUS EMPLOYER (if retired or unemployed)		
ACTING TRUSTEE NAME (4)			<input type="checkbox"/> Add <input type="checkbox"/> Remove <input type="checkbox"/> Retain	SSN / TIN
HOME PHONE	WORK PHONE	MOBILE PHONE	DATE OF BIRTH	MOTHER'S MAIDEN NAME
STREET ADDRESS			CITY	
STATE / PROVINCE		ZIP / POSTAL CODE	COUNTRY	
VALID PICTURE ID NUMBER	ID TYPE	ISSUE DATE	EXPIR. DATE	STATE & COUNTRY ISSUED
EMPLOYMENT <input type="checkbox"/> Employed <input type="checkbox"/> Self-Employed <input type="checkbox"/> Retired <input type="checkbox"/> Unemployed <input type="checkbox"/> Never Employed			EMAIL ADDRESS	
OCCUPATION / PREVIOUS OCCUPATION (if retired or unemployed)		EMPLOYER / PREVIOUS EMPLOYER (if retired or unemployed)		
3. Successor Trustee Information				
SUCCESSOR TRUSTEE NAME (1)		PHONE NUMBER	DATE OF BIRTH	
STREET ADDRESS			CITY	
STATE / PROVINCE		ZIP / POSTAL CODE	COUNTRY	
SUCCESSOR TRUSTEE NAME (2)		PHONE NUMBER	DATE OF BIRTH	
STREET ADDRESS			CITY	
STATE / PROVINCE		ZIP / POSTAL CODE	COUNTRY	
4. Beneficiary Information				
Only for National Credit Union Share Insurance Fund purposes. This account is not to be a Payable on Death Account. Only the acting Trustee will have authority to direct payments to Beneficiaries.				
BENEFICIARY NAME (1)				
STREET ADDRESS			CITY	
STATE / PROVINCE		ZIP / POSTAL CODE	COUNTRY	
BENEFICIARY NAME (2)				
STREET ADDRESS			CITY	
STATE / PROVINCE		ZIP / POSTAL CODE	COUNTRY	

## 5. Account Type

### Select all that apply

☐ **Member Share Savings Account**

Issue card to: ☐ Trustee (1) ☐ Trustee (2) ☐ Trustee (3) ☐ Trustee (4)

☐ **Savings Account**

Issue card to: ☐ Trustee (1) ☐ Trustee (2) ☐ Trustee (3) ☐ Trustee (4)

☐ **Checking Account**

Issue card to: ☐ Trustee (1) ☐ Trustee (2) ☐ Trustee (3) ☐ Trustee (4)

☐ **Money Market Account**

Issue card to: ☐ Trustee (1) ☐ Trustee (2) ☐ Trustee (3) ☐ Trustee (4)

☐ **CD Account**

☐ How many months? \_\_\_\_\_ ☐ Add-To Option (Complete Account to Account Transfer form)

☐ Close out CD upon maturity.

☐ Transfer interest to another account.

☐ Deposit funds to account number: \_\_\_\_\_ ☐ Post to account number: \_\_\_\_\_

## 6. Request Checks

### Indicate information to print on checks

Check will be printed with: [Trust Name], [Name of Trustee(s)], Trustee.

☐ Address ☐ Phone number ☐ Other: \_\_\_\_\_

## 7. Close Deposit Account(s)

### Please Note:

- All ATM / debit cards assigned to this account will be canceled.
- Any payroll deductions, direct deposits, and / or automatic withdrawals or debits associated with this account will not be canceled. It is your responsibility to cancel such transactions.
- Any items presented after the closure date may not be accepted and may be returned.
- If a CD account is selected for closure or early redemption, early withdrawal penalty may apply and will be deducted from your total withdrawal.

### Indicate deposit account number(s)

ACCOUNT NUMBER(S)

CLOSURE DATE (max. 1 week out)

### Indicate disbursement of balance

☐ Transfer balance to my BECU account.

ACCOUNT NUMBER

☐ Issue check payable to

in person or mail to address below.

STREET ADDRESS

CITY

STATE / PROVINCE

ZIP / POSTAL CODE

COUNTRY

### Indicate reason for closure

- ☐ Competitor rates ☐ Consolidate BECU accounts ☐ Convenience ☐ Deceased ☐ Fees ☐ Fraud ☐ Matured CD  
☐ Relocating / moving ☐ Product / service issue ☐ Other (please specify): \_\_\_\_\_

## 8. Cancel Credit Account

### Indicate type of account to close

☐ Home Equity Line of Credit

### Indicate reason for closure

- ☐ Competitor rates ☐ Consolidate BECU accounts ☐ Convenience ☐ Deceased ☐ Fees ☐ Relocating / Moving  
☐ Fraud ☐ Products and services selection ☐ Other (please specify): \_\_\_\_\_

### Indicate account number

ACCOUNT NUMBER(S)

CLOSURE DATE (max. 1 week out)

## 9. Agreements and Signatures

By signing below, you the person establishing the account and Authorized Signed on the account, acknowledge and agree: (1) You have received, read, understood, and agree to all of the terms and conditions contained in the Boeing Employees' Credit Union Account Agreements, BECU's Privacy Statement, Regulation D Explanation, and BECU's Consumer Account Disclosure, all as amended to date and all of which you will retain for your records; (2) The information you have given in this form is complete, true, and submitted for the purpose of opening a deposit account with BECU now and/or later, or for directing us to take specific actions on an account. You understand that we may rely on this information in our dealings with you now and in the future, and that it is a federal crime to willfully and deliberately provide incomplete or incorrect information to a state chartered credit union insured by the NCUA; (3) BECU may make inquiries necessary to evaluate your applications and to conduct periodic reviews of your BECU accounts, including ordering a credit report, and you instruct BECU to obtain and use such information in determining to notify you about other products and services. You agree that we may tell others about our credit experience with you, and may report information about your accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report; (4) All of the credit or other information concerning you that BECU may obtain now or in the future will be compiled, stored, and used in accordance with BECU's Privacy Statement as amended from time to time; (5) By providing your email address, you agree that BECU may send marketing material to you electronically; (6) For non-marketing purposes, BECU and its service providers may contact you about your current or future BECU accounts or applications at any telephone number you provide now or in the future. BECU may use automated telephone dialing, text messaging systems, prerecorded or artificial voice message calls, and electronic mail to contact you. Standard data and message rates may apply and you agree that BECU will not be liable for such fees. You agree to update us promptly when your telephone number changes. At any time, you may update your contact information or revoke your consent to receive non-emergency calls or text messages at a telephone number that has been assigned to a wireless device (or any other service that charges on a per-call basis) by contacting us at 1-800-233-2328, or by texting STOP to the number specified in a text message to cancel. By signing below as trustee, you certify that you are authorized by a trust agreement, court orders, IRS directives or applicable law, to request new accounts, cause requested changes to be implemented, agree to terms of any additional requested products and services with BECU, and to take all other actions and steps reasonable or necessary to do so, and deliver any instruments, or agreements as necessary to BECU. Any action taken by you is ratified and confirmed by any and all with authority to do so. It shall not be necessary for BECU to inquire further into your powers.

**By signing below, you understand that if you choose to have access to Online Banking and Remote Services you will have simultaneous access to your personal accounts and any Trust Account on which you are an Authorized Signer, and BECU shall have no liability for your transactions resulting in commingling of funds. You understand that, Blocked Accounts are not accessible via shared branch, and account owners of such accounts shall have no access to shared branch services for any other accounts that they may own.**

### Taxpayer Identification Number Certification and Backup Withholding Information

By signing below, I certify in accordance with the IRS W-9 instructions and under penalties of perjury that: 1. The number shown on this form is the correct taxpayer identification number for this account (or I am waiting for a number to be issued), and 2. The account owner is not subject to backup withholding because: (a) he, she, or it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that he, she, or it is subject to backup withholding as result of a failure to report all interest or dividends, or (c) the IRS has notified the account owner that he, she or it is no longer subject to backup withholding, and 3. The account owner is a U.S. person (including a U.S. resident alien).

**Certification Instructions.** Cross out item 2 above if the account owner has been notified by the IRS that he, she or it is currently subject to backup withholding because he, she or it has failed to report all interest and dividends on necessary tax returns. Cross out item 3 and complete a W-8 BEN if the account owner is not a U.S. person.

**The Internal Revenue Service does not require Your consent to any provision of this document other than the certifications required to avoid backup withholding.**

ACTING TRUSTEE SIGNATURE (1)	DATE
ACTING TRUSTEE SIGNATURE (2)	DATE
ACTING TRUSTEE SIGNATURE (3)	DATE
ACTING TRUSTEE SIGNATURE (4)	DATE

### BECU Use Only

NEW OR CONVERTED ACCOUNT NUMBER(S)	DATE	REP
------------------------------------	------	-----

### Revocable Living or Irrevocable Trust Account

- Established by acting Trustee
- BECU Certification of Trust

- |   |   |
|---|---|
| <input type="checkbox"/> IDV completed for all acting Trustees        | <input type="checkbox"/> OFAC completed for all acting Trustees |
| <input type="checkbox"/> QualiFile® completed for all acting Trustees | <input type="checkbox"/> OFAC completed for Trust name          |

Return the completed form in person to any BECU location or by mail to:  
BECU Mail Stop 1094-2 PO Box 97050 Seattle, WA 98124-9750 or by fax to 206-805-5612  
To find a location near you, visit [becu.org/locations](http://becu.org/locations)

## CERTIFICATION OF TRUST

**B|E|C|U**

(RCW 11.98.075)

The Trustee(s) hereby certify, represent, warrant and declare as follows:

### Trust Information

1. Trust name (as stated in the Trust document): \_\_\_\_\_
2. Names of all grantors, settlors, trustors, or other creator(s) of Trust: \_\_\_\_\_  
\_\_\_\_\_
3. Date Trust document was executed (if testamentary trust, provide date of the Will): \_\_\_\_\_
4. Any amendments(s) to the Trust document? ☐ No ☐ Yes - Provide Date of Amendment \_\_\_\_\_  
If testamentary trust, provide date of any codicil(s).) \_\_\_\_\_
5. **Select and complete one of the two options:**
  - a. ☐ **Option One:** The Trust uses a Personal Tax Identification Number (TIN).  
(Provide the 9-digit number) \_\_\_\_ - \_\_\_\_ - \_\_\_\_ belonging to:  
(Provide individual's name) \_\_\_\_\_
  - b. ☐ **Option Two:** The Trust uses an Employer Identification Number (EIN).  
(Provide the 9-digit number): \_\_\_\_ - \_\_\_\_\_
6. **Type of Trust:**
  - ☐ Revocable, with person(s) having power to revoke, amend or modify as follows:
    - ☐ Grantors, settlors, trustors or other creators of Trust
    - ☐ Other person(s) having power to revoke, amend or modify:
  - ☐ Irrevocable
7. **The Trust is located in:**
  - ☐ Washington State
  - ☐ Not in Washington State

### Trustee Information

8. Name of initial Trustee(s): \_\_\_\_\_
9. Name and address of each *currently acting* Trustee(s):
  - (1) Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_
  - (2) Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**Please note:** If there are additional currently acting Trustee(s), provide their information and attestations on attached sheet(s).
10. Names and addresses of each successor Trustee, in order of appointment:
  - (1) Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_
  - (2) Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**Please note:** If there are additional Successor Trustees, please provide their information on attached sheet(s).

## CERTIFICATION OF TRUST

**B|E|C|U**

**11. Select one of the following three options:**

- a. ☐ **Option One:** The Trustee(s) are authorized to borrow money without limitations:
- b. ☐ **Option Two:** The Trustee(s) are authorized to borrow money with the following limitations:  
(List any limitations) \_\_\_\_\_
- c. ☐ **Option Three:** The Trustee(s) are not authorized to borrow money

**12. Select one of the following three options:**

- a. ☐ **Option One:** The Trustee(s) are authorized to sell, convey, pledge, mortgage, lease, encumber, or transfer title to any Trust assets without limitations.
- b. ☐ **Option Two:** The Trustee(s) are authorized to sell, convey, pledge, mortgage, lease, encumber, or transfer title to any Trust assets with the following limitations:  
(List any limitations) \_\_\_\_\_
- c. ☐ **Option Three:** The Trustee(s) are not authorized to sell, convey, pledge, mortgage, lease, encumber, or transfer title to any Trust assets.

**13. Select one of the following two options:**

- a. ☐ **Option One:** The Trustee(s) have no restrictions in dealing the assets of the Trust
- b. ☐ **Option Two:** The Trustee(s) are subject to the following restrictions in dealing the assets of the Trust:  
(List any restrictions) \_\_\_\_\_

**Miscellaneous Information**

14. The currently acting Trustee(s) named above is/are the only currently acting Trustee(s) and are duly qualified under applicable law to act as Trustee(s).

Under the terms of the Trust document each Trustee is authorized to act independently on behalf of the Trust and without the consent of any other Trustee or person.

To the best of Trustee's/Trustees' knowledge, there is no claim, litigation, cause of action alleged, or challenge of any kind, which contests or questions the validity of the Trust or a Trustee's authority to act on behalf of the Trust.

15. The Trust is in full force and effect and has not been terminated, revoked, amended or modified in any way that causes the representation in the Certification of Trust to be inaccurate or incorrect. The undersigned will promptly notify BECU in writing of any change in the currently acting Trustee(s) or of any revocation, amendment or modification to the Trust that would cause the representations made in the Certification of Trust to become inaccurate or incorrect.

By signing below each Trustee declares under penalty of perjury under the laws of the State of Washington that the statements made in this Certification of Trust are true and correct, and it is executed at the place and on the date indicated below.

**(1) Name of Trustee:** \_\_\_\_\_  
Signature of Trustee: \_\_\_\_\_  
Date: \_\_\_\_\_  
City and State: \_\_\_\_\_

**(2) Name of Trustee:** \_\_\_\_\_  
Signature of Trustee: \_\_\_\_\_  
Date: \_\_\_\_\_  
City and State: \_\_\_\_\_



**Rate Schedule Effective January 1, 2023**

**Member Savings & Checking**

	Balance Requirement	Dividend or Interest Rate (%)	Annual Percentage Yield (APY) (%)
Member Advantage Savings*	\$0.00 to \$500.00	3.00	3.04
	\$500.01+	0.50	0.50
Member Advantage Checking	\$0.00 to \$500.00	3.00	3.04
	\$500.01+	0.10	0.10
Early Saver (under age 18)*	\$0.00 to \$500.00	6.00	6.17
	\$500.01+	0.50	0.50
<b>Member Share Savings*</b>			
*Establishing membership requires a Member Advantage Savings, an Early Saver, or a Member Share Savings account be opened and maintained.		0.50	0.50
<b>Savings</b>		0.50	0.50
<b>Checking</b>		0.10	0.10
<b>Variable IRA Savings</b>		0.50	0.50
<b>Health Savings Account (HSA)</b>		0.50	0.50
Available to BECU & IDX Employees			
Member Advantage Money Market	\$0.00 to \$9,999.99	2.00	2.02
	\$10,000 to \$49,999.99	2.00	2.02
	\$50,000 to \$99,999.99	2.00	2.02
	\$100,000+	2.00	2.02
Money Market	\$0.00 to \$9,999.99	1.50	1.51
	\$10,000 to \$49,999.99	1.50	1.51
	\$50,000 to \$99,999.99	1.50	1.51
	\$100,000+	1.50	1.51

**Certificate of Deposit (CD)**

		\$500 – \$49,999.99				\$50,000 – \$99,999.99				\$100,000+			
		w/ Member Advantage				w/ Member Advantage				w/ Member Advantage			
Term Ranges	Rate (%)	APY (%)	Rate (%)	APY (%)	Rate (%)	APY (%)	Rate (%)	APY (%)	Rate (%)	APY (%)	Rate (%)	APY (%)	Rate (%)
3 – 5 month	1.50	1.51	2.00	2.02	1.55	1.56	2.05	2.07	1.55	1.56	2.05	2.07	2.05
6 – 11 month	1.50	1.51	2.00	2.02	1.55	1.56	2.05	2.07	1.55	1.56	2.05	2.07	2.05
12 – 17 month	3.00	3.04	3.50	3.56	3.05	3.09	3.55	3.61	3.05	3.09	3.55	3.61	3.61
18 – 23 month	3.00	3.04	3.50	3.56	3.05	3.09	3.55	3.61	3.05	3.09	3.55	3.61	3.61
24 – 35 month	2.20	2.22	2.70	2.73	2.25	2.27	2.75	2.78	2.25	2.27	2.75	2.78	2.78
36 – 47 month	1.80	1.81	2.30	2.32	1.85	1.87	2.35	2.38	1.85	1.87	2.35	2.38	2.38
48 – 59 month	1.90	1.92	2.40	2.43	1.95	1.97	2.45	2.48	1.95	1.97	2.45	2.48	2.48
60 month	2.00	2.02	2.50	2.53	2.05	2.07	2.55	2.58	2.05	2.07	2.55	2.58	2.58
12 month bump	3.25	3.30	3.75	3.82	3.30	3.35	3.80	3.87	3.30	3.35	3.80	3.87	3.87
24 month bump	1.95	1.97	2.45	2.48	2.00	2.02	2.50	2.53	2.00	2.02	2.50	2.53	2.53

**IRA Certificate of Deposit (CD)**

		\$500 – \$49,999.99				\$50,000 – \$99,999.99				\$100,000 +			
		w/ Member Advantage				w/ Member Advantage				w/ Member Advantage			
Term Ranges	Rate (%)	APY (%)	Rate (%)	APY (%)	Rate (%)	APY (%)	Rate (%)	APY (%)	Rate (%)	APY (%)	Rate (%)	APY (%)	Rate (%)
12 month	3.00	3.04	3.50	3.56	3.05	3.09	3.55	3.61	3.05	3.09	3.55	3.61	3.61
12 month bump	3.25	3.30	3.75	3.82	3.30	3.35	3.80	3.87	3.30	3.35	3.80	3.87	3.87
18 month	3.00	3.04	3.50	3.56	3.05	3.09	3.55	3.61	3.05	3.09	3.55	3.61	3.61
24 month	2.20	2.22	2.70	2.73	2.25	2.27	2.75	2.78	2.25	2.27	2.75	2.78	2.78
24 month bump	1.95	1.97	2.45	2.48	2.00	2.02	2.50	2.53	2.00	2.02	2.50	2.53	2.53
36 month	1.80	1.81	2.30	2.32	1.85	1.87	2.35	2.38	1.85	1.87	2.35	2.38	2.38

\* A daily cap of up to five NSF Fees and Overdraft Fees combined will be charged, and a daily cap of up to five NSF Fees – Uncollected fees will be charged.

<b>Copy Fee</b>	First 3 copies free, then \$2.00 for each additional copy.		
<b>Cashier's Check Fee</b>	\$5.00 for each check	<b>Research Fee</b>	\$15.00 per hour (minimum 1 hour)
<b>Merchant Lookup Fee</b>	\$15.00 per item	<b>Stop Payment Fee</b>	\$25.00 per order
<b>Wire Transfer Fee</b>	\$25.00 per Domestic outgoing wire transfer \$35.00 per International outgoing wire transfer \$0.00 per Domestic or International Incoming wires		

## Truth in Savings Disclosure

### Rate Information

The interest rate, dividend rate, and APY on your accounts are shown on page one. Dividend rates and APY are variable and may change after the account is opened as determined by the Board of Directors, however the interest rate and APY are fixed for CD and IRA Certificates and will be in effect for the term of the account. The APY is based on an assumption that interest/dividends will remain on deposit for one year or until maturity.

### Nature of Dividends

Dividends are paid from current income and available earnings after required transfers to reserves at the end of your statement cycle. The dividend rates shown on page one are as of the last dividend declaration date. The account serving as the Member Share account earns dividends.

### Compounding and Crediting

Interest and dividends will be compounded and credited monthly per statement cycle for all applicable deposit accounts.

### Accrual of Interest and Dividends

Interest and dividends will begin to accrue on deposits when funds are posted to applicable account. For CDs, you may elect at account opening to have accrued interest transferred to a Savings or Checking account. This election will continue unless you notify us otherwise.

### Balance Information

The minimum balance required to open an account is stated on page one for applicable accounts. Checking accounts opened online may require a minimum opening deposit of \$10. Savings or money market accounts opened online may require a \$5 minimum opening deposit. Interest and dividends are calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day based on a 365-day year (366-day year during a leap year).

### Zero Dividend Accounts

No interest or dividends will be paid to any zero dividend account; regardless of any terms or conditions provided for by BECU.

### Member Advantage Accounts

Limit one Member Advantage Savings (MAS) and one Member Advantage Checking (MAC) account per person. May have multiple Member Advantage CDs and Money Market with Member Advantage (MMMA) accounts.

Open a MAS and MAC account, sign up for free monthly eStatements and make a monetary transaction each month using at least one of the following free and convenient services:

- Debit MasterCard make purchases online, over the phone or in person,
- Online or Telephone Banking – make BECU loan or Visa payments or transfer funds between BECU accounts,
- Bill Payment – pay businesses or individuals, or
- Direct Deposit – setup a recurring monthly deposit into your BECU Checking account from your paycheck or other monthly income.

In the event that you are not enrolled in the required services, your MAS, MAC, and MMMA accounts will be converted to Member Share Savings, Checking, and Money Market accounts respectively, thus earning rates applicable to such accounts.

**Note** – Member Advantage Accounts only available to members 18 and over.

### Early Saver

Limit one Early Saver Account per person. Requires you to be younger than 18 years old. Upon reaching 18 years of age, your Early Saver account will be converted to a Member Share Savings account, thus earning rates applicable to such account.

## CD and IRA Certificate Account Information

### Balance Information

\$500.00 opening balance but may be \$100 if the Add-To feature as described below is established.

### Maturity

Your CD and IRA Certificate accounts will mature within the term shown on page one or the maturity date shown on your monthly statement.

### Early Withdrawal Penalty

A penalty is imposed if you withdraw any of the principal before the maturity date.

### Amount of Penalty

For CD and IRA Certificate accounts, the amount of the early withdrawal penalty is based on the term of your account\* and is applied to the amount of principal withdrawn. The penalty schedule is as follows:

- Terms up to and including 12 months: 30 days interest
- Terms greater than 12 months: 90 days interest
- \*12 Month Term equals 365 days

### How the Penalty Works

The penalty is calculated as a forfeiture of part or all of the interest and may include principal.

### Exceptions to Early Withdrawal Penalties

At our sole discretion, we may pay the account before maturity without imposing an early withdrawal penalty if the following circumstances exist:

- The death of the account holder.
- No fee shall be charged for Required Minimum Distributions, as such term is defined by the IRS. In addition, no penalty shall be charged to the member in the event of premature distribution due to permanent disability, substantially equal periodic payments prior to 59 1/2 (IRS Code 72T exception), distributions to the member's beneficiaries in the event of death, a direct IRA to IRA transfer from a Variable IRA Savings, or conversion of an IRA account within BECU.

**Note** – CD accounts may not be pledged, are nontransferable and non-assignable, except as collateral for a loan at BECU.

### Renewal Policy

CD accounts will automatically renew for the same term at the interest rate in effect on the maturity date. A renewal notice will be sent to you at least 30 days prior to maturity. You will have a grace period of seven calendar days after the maturity date to select a different term, or withdraw the funds in the CD or IRA account without being charged an early withdrawal penalty.

### Bump Feature

If you have a CD account with a bump feature, you may at any time during the term of your CD, request that we raise your rate to the current BECU published rate for the equivalent term Bump CD. You will then earn that higher rate for the remainder of the term. You may only exercise this feature one time during the term of the CD. Promotional rates made available in special offers are excluded.

### Add-To Feature

At account opening, or during the renewal seven calendar day grace period only, you may establish a pre-authorized automatic recurring transfer to your CD not to exceed a total of \$1,000 per month. The transfer amount cannot be increased during the term of your CD; however, it can be reduced or discontinued at any time. Qualifying transfer amounts added to your CD will earn your CD's current rate. The preauthorized recurring transfer feature will be canceled if a withdrawal of principal is made during the term of the CD. Additional deposits to the CD outside the parameters of the "Add-To" feature described above are not allowed; any such funds received will be deposited into the Member's Primary Share Savings Account.



# PRIVACY NOTICE

**B|E|C|U**

What Does Boeing Employees' Credit Union (BECU) 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: <ul style="list-style-type: none"><li>• Social Security number and income</li><li>• Credit history and payment history</li><li>• Account balances and employment information</li></ul> When you are <i>no longer</i> 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 BECU chooses to share; and whether you can limit this sharing.		
Reasons we can share your personal information		Does BECU 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 don't share
For our affiliates' everyday business purposes—information about your creditworthiness		No	We don't share
For nonaffiliates to market to you		No	We don't share
Questions?		Call 800-233-2328 or go to <a href="http://becu.org">becu.org</a>	
Who We Are			
Who is providing this notice?		Boeing Employees' Credit Union (BECU)	
What We Do			
How does BECU 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.	
How does BECU collect my personal information?		We collect your personal information, for example, when you <ul style="list-style-type: none"><li>• Open an account or deposit money or make withdrawals</li><li>• Pay your bills or apply for a loan</li><li>• Use your credit card or debit card</li></ul> We also collect your personal information from others, such as credit bureaus 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"><li>• Sharing for affiliates' everyday business purposes—information about your creditworthiness</li><li>• Affiliates from using your information to market to you</li><li>• Sharing for nonaffiliates to market to you</li></ul> State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.	

## PRIVACY NOTICE



Definitions	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies.
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and nonfinancial companies.
<b>Joint marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.
Other Important Information	
<p>For California residents: We will not share your personal information with our joint marketing partners without first giving you additional privacy choices.</p> <p>For Vermont residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.</p> <p>Additional information concerning our privacy policies can be found at <a href="http://becu.org">becu.org</a> or call 800-233-2328.</p>	



# ACCOUNT AGREEMENTS

## **This Booklet Contains:**

- Membership and Account Information
- Funds Availability Policy
- Electronic Funds Transfer Statement and Agreement
- Rules Regarding Certain Funds Transfers

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**Effective October 2022**

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PO BOX 97050, SEATTLE WA 98124-9750 OR TOLL-FREE 800-223-2328

**KEEP THIS BOOKLET FOR YOUR  
RECORDS**

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The Membership and Account Agreements ("Account Agreements") is a contract that governs your rights and obligations when using your Accounts offered with Boeing Employees' Credit Union ("BECU"). Please read this booklet, any change in terms and any other amendments carefully and retain it for your records.

## I. MEMBERSHIP AND ACCOUNT INFORMATION

### 1. General

BECU is a Washington State-chartered credit union. BECU is authorized to issue credit union shares to, and receive deposits from, its members.

BECU offers the following Accounts:

DEPOSIT ACCOUNTS
Share Savings Accounts
Checking Accounts
Savings Accounts
Money Market Accounts
Certificate of Deposit Accounts
IRA* Certificate of Deposit
Variable Rate IRA*
Health Savings Accounts

\*Individual Retirement Account

BECU may pay dividends on its Share Accounts. The amount of any dividend is determined from time to time by BECU's Board of Directors. BECU generally pays interest on its Deposit Accounts. Details about the interest or dividend rates for Accounts and Truth-in-Savings disclosures concerning yields are set forth in the Consumer Account Disclosure.

Additional accounts may be offered from time to time as described in the Consumer Account Disclosure. Except as otherwise provided in the Account Agreements, if any provision contained in the Account Agreements is in conflict with or inconsistent with, any provision in any other Account documentation, the provisions contained in the Account Agreements shall govern and control.

By signing a Membership Application (or any other account application, account change request form, or any other account documentation), or by accessing any Account or by using an ATM or Debit Card or other access device subject to the Account Agreements, Account Holders, as well as Authorized Signers, jointly and severally agree to all terms and conditions in or delivered in connection with the Account Agreements, including but not limited to the Consumer Account Disclosure, the Funds Availability Policy (see section II below), the Electronic Funds Transfer Statement and Agreement (see section III below), and BECU's bylaws, as they currently exist and as amended or replaced from time to time. Some accounts (e.g., IRA, Health Savings Accounts ("HSA"), Money Market Accounts, and Certificates of Deposit) are subject to additional rules, which will be made available to you when you open those accounts. Other agreements you have with us (e.g., loan or credit card agreements) may also govern or restrict your relationship with BECU. You also agree that Accounts and all services respecting Accounts will be governed by the Account Agreements, as may be amended or replaced from time to time and that you will only use your Accounts for personal and consumer purposes. Further, you agree that you will not use your Accounts for money service business activities, marijuana business activities, or any activities that violate any laws whatsoever.

### 2. Definitions

The following capitalized terms when used in this Account Agreement shall have the meaning given such terms as set forth below:

**ACH:** As defined in section I. Membership and Account Information 5(d) (4).

**Account:** A share or Deposit Account at BECU held by or offered to a member, Joint Account Holder, or potential member. It includes, but is not limited to, accounts such as share savings, savings, checking, and term share accounts.



**Account Holder:** A party who has ownership interest in, and legal liability for an Account, including anyone defined as a "depositor" under Washington's Financial Institution Individual Account Deposit Act as it now exists or as it may be amended or replaced from time to time, including without limitation any Primary Member and Joint Account Holder.

**ATM:** Automated teller machine.

**ATM card:** A card that may be used at certain ATMs to access your linked Accounts for the purpose of making cash withdrawals, deposits, and transfers and to obtain balance information. ATM cards cannot be used to make purchases from merchants.

**Authorized Signer:** A party who may perform transactions on an Account but has no legal liability for the Account, unless the party is also an Account Holder.

**Available Balance:** The Current Balance (i) minus any pending electronic transactions yet to be debited, posted, or settled in your Account including but not limited to authorized pending payment transactions, POS Transactions, and merchant payment authorizations; plus (ii) any deposits that we have made available to you even though we have not yet received good funds (i.e., when we give you access to funds from a deposited check even though we have not yet received funds from the financial institution on which the check is drawn). For example, when you present your Debit Card to a merchant, the merchant generally will ask us to authorize the transaction. If we provide this authorization, usually a temporary merchant payment authorization hold is placed on your funds equal to the amount of the transaction and this amount will not be included in your Available Balance. Also, some merchants, like hotels and rental car companies, will create an authorized pending transaction and place a temporary merchant payment authorization hold on your Account equal to or greater than the amount of the transaction in an attempt to ensure sufficient available funds will be in your Account when you make final payment (e.g., when you check out of the hotel or return the rental car). The amount of this temporary merchant payment authorization hold also won't be included in your Available Balance. Your Available Balance does not reflect any check you have written against your Account that has not yet been presented for payment.

Your Available Balance is based on your Current Balance **less:**

- (1) Holds placed on deposits, for example: when we place a five (5) day Large Item Exception hold on \$475 of your \$6000 check you deposit to your checking Account, that \$475 on hold is not available for you to spend (and not displayed in your Available Balance) until we remove the five (5) day hold;
- (2) Holds on Debit Card or any electronic transactions that have been authorized but are pending and not yet posted to your Account, for example: when you use your Debit Card at a gas station and the gas station creates an authorized pending payment transaction and places a three (3) day temporary merchant payment authorization seventy-five dollar (\$75) hold on your funds, that seventy-five dollar (\$75) on hold is not available for you to spend (and not displayed in your Available Balance) until the gas station posts the pending payment transaction and/or removes the hold, or the hold is dropped from your Account; and
- (3) Any other holds placed on funds in your Accounts such as but not limited to holds related to pledges of Account funds, minimum balance requirements, or to comply with court orders or other legal processes, for example: whenever a hold is placed on your funds, those funds on hold are not available for you to spend (and not displayed in your Available Balance until the hold is released).

**Consumer Account Disclosure:** A disclosure that contains rates and fees associated with the accounts and services offered at BECU, as may be amended, amended and restated or otherwise modified from time-to-time. The Consumer Account Disclosure is available at <https://www.becu.org>, and is incorporated in this Agreement by this reference.

**Current Balance:** The actual amount of funds in your Account and not necessarily the amount available for transactions. Funds from deposits are added to your Current Balance when you deposit them but if the deposits are on hold they won't be available for transactions, and won't be reflected in your Available Balance. Your Current Balance does not reflect authorized pending payment transactions, POS Transactions, temporary merchant payment authorization holds or deposits on hold, it only reflects payment transactions that have actually posted to your account. Funds are deducted from your Current Balance when the authorized pending payment transaction posts to your account and the funds are actually paid out. If your Account has authorized pending payment transactions, POS Transactions or temporary merchant payment authorization holds or deposits on hold, not all of the money in your Current Balance will be available for transactions and may be a different amount than your Available Balance. See the definition of Available Balance for more information.

**Debit Card:** A card that may be used at certain ATMs to access your linked Accounts to make cash withdrawals, deposits, and transfers and to obtain balance information. Debit Cards can be used to make purchases from

participating merchants.

**Deposit Account:** A non-transaction Account or a transaction Account which may or may not pay interest or dividends on the balance in the account.

**Joint Account Holder:** A party who has ownership interest in, and legal liability for, a jointly held Account.

**Membership Application:** The enrollment form, as may be amended, amended and restated or otherwise modified from time to time, that is used to apply for membership in BECU. The Membership Application may also be used to open Accounts, and may be a paper or digital form.

**Mobile Banking:** BECU's service that allows access to Accounts through BECU's mobile application loaded onto a mobile device (such as a smartphone or tablet).

**Online Banking:** BECU's service that allows access to Accounts through BECU's website by using a computer or a mobile device.

**Point of Sale (POS) Transaction:** An electronic transaction in which your Debit Card is used to transfer money from your Accounts to merchants' accounts to purchase any goods or services, including without limitation transactions conducted at retail stores and transactions conducted in internet based transactions. The term "POS" may sometimes be used interchangeably with the term "point-of-sale", and each term has the same meaning.

**Primary Member:** The BECU member whose Tax Identification Number ("TIN") is used on an Account for reporting interest income, if any, to the Internal Revenue Service ("IRS") and who signs a Membership Application form (or other Account documentation) as the Primary Member or is otherwise designated as the Primary Member in any BECU system.

**Share Account:** A form of Deposit Account that each member is required to maintain to remain a member of BECU.

**We, us, our:** BECU.

**You, your:** Each person or entity, individually, and collectively, who signs a Membership Application (or any other account application, account change request form or any other account documentation) or accesses an Account.

### **3. Membership Eligibility**

To be eligible for membership at BECU, you must be an individual or entity qualifying within BECU's field of membership, and meet all regulatory, legal, and BECU requirements for eligibility. You must also open and maintain a Share Account.

### **4. Ownership and Account Structures**

When you open an Account, the Account will be opened under one of the following ownership structures. You agree that when you set up an Account with us, you have instructed us as to the proper title of the Account and that we assume no legal responsibility to inform you as to how the structure of an Account affects your legal and insurable interests. If you have any questions as to the legal effect of any of these Accounts, you will consult with your lawyer and bear the sole responsibility as to the legal effect of the creation of the Account or how we maintain it.

In opening any of the account types described below in sections 4(a) through 4(k), BECU acts only as a depository for funds, and is under no obligation to act as a fiduciary or to inquire as to the powers or duties of any Estate Representative, administrator, custodian, representative payee, guardian, or other authorized Account representative (collectively, "authorized Account representatives"). Authorized Account representatives agree to be liable to BECU for any and all obligations incurred by any actions dealing with the Account and agree to indemnify BECU and hold it harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney fees, that we may suffer or incur arising out of or related to any action or claim by any party with respect to the authority or actions taken by the trustees in handling or dealing with the Account. Unless expressly stated to the contrary, all the other terms and conditions of the Account Agreements apply with equal force to each of the account types described below.

#### **a. Personal Accounts**

A Personal Account is an account with only one owner. The one owner is designated as the Primary Member.

#### **b. Joint Accounts With and Without Rights of Survivorship**

A Joint Account is an account with more than one owner. One of the owners is designated as the Primary Member and any other owners are designated as Joint Account Holder(s). When you set up a Joint Account, you can designate it as either a Joint Account With Right of Survivorship or a Joint Account without right of



survivorship. In either case, the Primary Member and Joint Account Holder(s) each own the Account and each have the same authority on the account, except for those things that only the Primary Member can do (see below in subsection 1). Your Joint Account will automatically be set up as a Joint Account With Right of Survivorship, unless you designate otherwise at the time of account setup. This means that, upon the death of the Primary Member or Joint Account Holder(s), the deceased person's interest in the Joint Account becomes the property of the surviving account owner(s). If the Joint Account is set up as a Joint Account without right of survivorship, then the deceased account owner's percentage of ownership interest in the Account as specified on account opening documentation (or if not specified in account opening documentation the deceased owner's percentage of ownership interest will be equal to the other account owner's or owners' interest), becomes the property of the Payable on Death ("P.O.D.") designee(s) or if there is no P.O.D. designated,

it becomes the property of the deceased account owner's estate upon death. You should talk with a trusted adviser, such as your lawyer, to be sure that the Accounts you establish will be treated as you intend them to be.

The Primary Member and all Joint Account Holders must approve any addition or change in the designation of beneficiaries for any Joint Account and the addition of any Joint Account Holder. We may require that any changes to the Account be made in a written form acceptable to BECU, which, upon execution, will be controlling.

#### **1. Primary Member's Exclusive Authority**

Only the Primary Member is authorized to do the following on a Joint Account:

- a. Remove other Account Holders from your Account;
- b. Remove any beneficiary without the signature of any Joint Account Holder;
- c. After satisfying all obligations that require continuing membership, close the Primary Member's Share Account; and
- d. Instruct BECU to change the Account or Line of Credit linked to your Checking Account for purposes of NSF/Overdraft Protection Linked Account transfers in accordance with section 10 below.

#### **2. Authority of Joint Account Holders**

You expressly authorize any Joint Account Holder to act for you on your Joint Account, except for those orders and instructions that only the Primary Member may give in accordance with section 4(b)(1) above. Further, you expressly authorize any Joint Account Holder to make any order and instruction regarding the Joint Account and any request for future services without the additional consent or notice to other Account Holders. These unilateral instructions include but are not limited to:

- a. Opening additional accounts with the same ownership structure (i.e. each Account Holder may open a new Joint Account and list all current Joint Account Holders as owners/holders of that new Joint Account and all named Joint Account Holders will have all the rights and obligations of a Joint Account Holder with respect to any such new Joint Account);
- b. Closing the Account (unless doing so would terminate membership);
- c. Removing the Joint Account Holder's own name from the Account; provided, however, that removal of such Joint Account Holder's own name from the Account shall in no way limit such Joint Account Holder's obligations with respect to the Joint Account incurred at any time prior to the removal of such Joint Account Holders name from the Account;
- d. Changing addresses when the Joint Account Holder is on all of the accounts with the Primary Member;
- e. Supplying endorsements;
- f. Withdrawing funds;
- g. Writing or stopping payment on checks;
- h. Accessing the Account in person, by mail, Online Banking, Mobile Banking, Telephone Banking, with an ATM card or Debit Card or other access device for withdrawals from your Checking or Savings Account, POS transactions, or other debit transactions from your Checking Account, even if such a transaction causes a negative balance in your Account; and
- i. Pledging or assigning the Account for any authorized loan(s) from BECU (including but not limited to credit extended under credit cards), even if the loan is not made to all Account Holders.

#### **c. Payable on Death Designation**

A P.O.D. designation on an Account designated as joint With Right of Survivorship means that during your lifetime, the funds in an Account are payable to the Account Holders and upon the death of the last Account Holder, the funds are payable to any designated and surviving P.O.D. beneficiary named on the controlling account or other account documentation or records in our system. A P.O.D. designation on an Account designated without right of survivorship means that during your lifetime, the funds in an Account are payable to the Account Holders and upon the death of an Account Holder, the portion of funds owned by the deceased Account Holder are payable to the decedent's designated and surviving P.O.D. beneficiary named on the controlling account application or other account documentation or records in our system; provided, however, that if there is a conflict between the Membership Application or other account documentation or the records in our system, the records in our system shall be deemed to control. If there is no surviving P.O.D. beneficiary upon the death of an Account Holder, state law will determine rights to the funds. P.O.D. beneficiary designations made on your Checking Account, Savings Account, Money Market Account, or Certificate of Deposit Account, do not apply to your IRAs or HSAs. Your IRAs and HSAs are governed by a separate beneficiary designation document and process.

You agree to notify BECU in writing if: (a) any new Account(s) should not be included under an existing P.O.D. designation, or (b) you decide to change the beneficiary or beneficiaries for any or all Account(s). In addition, you agree to complete any documents or forms that we may require to process your request, otherwise BECU may rely on the P.O.D. designation currently on file.

#### **d. Revocable and Irrevocable Trust Accounts**

Revocable and irrevocable trust accounts are established as Personal Accounts. To satisfy system requirements, the Trust is identified as the Primary Member and the Account is opened and managed by the trustee(s). The trustee(s) is the named Authorized Signer on the Account. For a revocable living trust, the trustee must be eligible for membership. For an irrevocable trust, the trustee must be eligible for membership, or in the case of a testamentary trust or an A/B structured trust, the decedent must have been eligible for membership or the beneficiary or one of the beneficiaries must be eligible for membership with BECU. The trustee(s) can individually exercise all powers of an Account Holder. Every trustee agrees to be bound by the terms of the Account Agreements as if such trustee is the Primary Member and to furnish BECU, upon request, a certification of trust and other documents and authorizations that we may deem necessary or appropriate.

In opening an Account owned by a trust, BECU acts only as a depository for the funds held in the trust Account, and is under no obligation to act as a fiduciary or to inquire as to the powers or duties of any trustee. The trustee(s), in their individual capacity, and in their capacity as trustee, agree that they are jointly and severally liable to BECU for any and all obligations incurred by any trustee or in any way related to the Account and agree to indemnify BECU and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney fees, that any beneficiary, trustor, trustee, or any other party may suffer or incur arising out of or related to any action or claim by any beneficiary, trustor, trustee, or any other party with respect to the authority or actions taken by any trustee in handling or dealing with the Account. Regardless of the jurisdiction under which any trust is formed or otherwise created, to the extent permitted by law, for purposes of any Account, it is expressly agreed that the Washington Trust Act and the Washington Financial Institution Individual Account Deposit Act, as may be amended or replaced from time to time, shall be the applicable law governing the trust, trustee and all the trustee's relations with BECU. Unless expressly stated to the contrary, all the other terms and conditions of the Account Agreements apply with equal force to Accounts for which a trust is identified as Primary Member.

#### **e. Estate Accounts**

An estate account is established as a Personal Account and the deceased person's estate is the Primary Member. The account is opened and managed by an entity or person (the "Estate Representative") identified at Account opening who has legal authority to act on behalf of the estate. Usually such entity or person is a court-appointed party, and identified as a personal representative, an administrator or executor. The Estate Representative must satisfy BECU membership rules or the decedent must have been an existing member.

#### **f. Benevolent Accounts**

A benevolent account is established as a Personal Account to collect funds "In Memory of" or to collect contributions to assist someone who has a medical or emergency need. The person benefitting from the collected funds is designated as the Primary Member on the account and must satisfy BECU's membership rules. The Account is established and managed solely by an administrator who is designated at the time of Account opening as the sole Authorized Signer on the Account. The administrator does not have to satisfy

BECU membership rules.

Benevolent accounts are subject to all of the other terms of this Agreement, but include the following special restrictions:

1. The Account must be non-interest-bearing (savings or checking);
2. The Account may remain open no longer than one year;
3. No P.O.D. beneficiaries, joint owners, or other beneficiaries may be listed;
4. Receipts are NOT issued stating that contributed funds were accepted as a charitable contribution.

#### **g. Minor Accounts**

A minor account is established as an Account and the minor is designated as the Primary Member. We reserve the right, at our sole discretion, to require that a Joint Account Holder be placed on the Account who may be a parent, or a legal guardian appointed by the court, and at least eighteen (18) years of age. This additional Joint Account Holder will be jointly and severally liable to BECU for any returned item, negative balance, unpaid charges, or amounts owing on the Account and any and all additional Joint Accounts opened by the minor or Joint Account Holder regardless of the minor's rights regarding such contracts. We have no duty to inquire as to the use or purpose of any transaction by a minor or any other Joint Account Holder. When the minor as Primary Member reaches the age of eighteen (18) years old we are not required to, and typically will not without a request from the minor or the other Joint Account Holder, change the Account status to remove the Joint Account Holder from the account.

#### **h. Uniform Transfers to Minors Act (UTMA) Accounts**

A UTMA account is established as a Personal Account with the minor designated as the Primary Member on the Account. The Account is opened by the custodian (who is designated as the Authorized Signer on the Account at the time of account opening) with funds gifted to the minor and delivered to the custodian for the benefit of the minor under the Washington UTMA, as defined by, in accordance with, and to include all the provisions of the Washington UTMA (RCW 11.114 et seq.) as may be amended, amended and restated or otherwise modified from time to time. The custodian or any acting successor custodian named on the Account controls the funds in the Account for the exclusive use and benefit of the minor and is the only party entitled to make withdrawals from or to close the Account unless otherwise directed by the court.

In the event of the death, resignation, or incapacity of the custodian or any acting successor custodian, we may place a hold on the Account until a successor custodian is lawfully appointed or we receive instructions to withdraw funds from any person authorized by law or order of the court authorizing such withdrawal. We are not required to change the Account status when the minor reaches the age of majority unless the custodian or the court authorizes us to do so in writing, or upon proof that the custodian and all named successor custodians are deceased, resigned, or are otherwise incapacitated. We have not provided you with any tax advice regarding this Account, and you are advised to see a qualified tax adviser on the tax treatment of this Account.

#### **i. Club Accounts**

A club account is a Personal Account held by a member designated by us as a "Club" (e.g. a book club; a recreational sports team; etc.) as the Primary Member. The authorized person who is designated at the time of account opening and opens an Account for a club agrees to furnish us in writing with the names and signatures of any persons authorized to access the club's Accounts and who will be designated as Authorized Signers.

#### **j. Representative Payee Accounts**

A representative payee account is a Personal Account that may be established on behalf of a recipient, called the beneficiary, of benefits from the Social Security Administration ("SSA") or Supplemental Security Income ("SSI") on which an entity or person, as designated by the SSA as representative payee, acts on behalf of the recipient as Authorized Signer. The recipient of SSA or SSI funds is the sole owner of and Primary Member on the Account and must satisfy BECU's membership rules. Neither the representative payee nor any third party can have an ownership interest in the Account. The Account title must be established to designate the nature of the Account as a Representative Payee Account and may not permit the SSA or SSI recipient direct access to the funds, for example, "[Recipient's name] by [representative payee's name], representative payee" or "[representative payee's name], representative payee for [recipient's name]."

The representative payee agrees to be bound by the terms of the Account Agreements and to furnish BECU,

upon request, a copy of the written SSA authorization designating the representative payee and other documents and authorizations that we may deem necessary or appropriate and you agree not to permit any deposits to the Account other than the designated payments. We are not required to determine whether you deposit other funds or whether any withdrawals or transfers from the Account are for the support of the person for whose benefit the funds are paid. If the beneficiary dies, you must promptly notify us and stop all further deposits to and withdrawals from the Account. If the government demands that we return deposits made after the beneficiary's death and the Account does not have enough funds to pay the demand, we may take the funds from any Account you or the beneficiary owns.

#### **k. Guardianship Accounts**

A guardianship account is established as a Personal Account on behalf of a court-determined incapacitated person that is designated as the Primary Member on the guardianship account. The entity or person, legally designated as guardian by the court, establishes the guardianship account and acts on behalf of the incapacitated person as Authorized Signer on the Account. Neither the guardian nor any third party can have ownership interest in the Account. The Account title must be established to designate the nature of the Account, for example, "[incapacitated person's name] by [guardian's name], guardian" or "[guardian's name], guardian for [incapacitated person's name]."

The guardian agrees to be bound by the terms of the Account Agreements and to furnish BECU, upon request, certified copies of the Letters of Guardianship, Orders Appointing Guardian, or other court orders designating the legal guardian and other documents and authorizations that we may deem necessary or appropriate.

### **5. Account Types**

#### **a. Share Accounts**

The Share Account is a Savings Account and is subject to the same restrictions that apply to all Savings Accounts. Your Share Account is the Account that must remain open for continued membership. Any minimum-balance requirement is set forth in the Consumer Account Disclosure. Restrictions, rates and fees are set forth in the Consumer Account Disclosure.

#### **b. Savings Accounts**

BECU reserves the right to require ninety (90) days' prior written notice of any intended withdrawal from any Savings Account or a longer period as determined under applicable law.

Restrictions, rates and fees are set forth in the Consumer Account Disclosure.

#### **c. Money Market Accounts**

A Money Market Account is a Savings Account and is subject to the same restrictions that apply to all Savings Accounts. Certain restrictions, rates and fees are set forth in the Consumer Account Disclosure.

#### **d. Checking Accounts**

1. Your Checking Account may consist of two legally separate accounts: a transaction (checking) sub account and a savings sub account. If funds in your transaction account are not routinely needed to pay debits, we may periodically transfer funds between these two sub accounts. If your Checking Account earns dividends, your dividend calculation will remain the same, regardless of whether or not your funds are held in the transaction sub account or the savings sub account. Otherwise, the savings sub account will be a non-dividend earning account. The sub accounts will be subject to our Account Agreements, our Account Disclosure, the Membership Application (or other account documentation). This arrangement and process will not affect your Available Balance in your Checking Account, the dividends or interest you may earn, NCUA insurance protection, your monthly statement, or any other features of your Checking Account.

2. We are authorized to pay any check or other item that creates a negative balance, any returned item, and all charges associated with negative balances or returned items by making advances under or transfers from any BECU account that is linked to your account for NSF/Overdraft Protection (for example any Line of Credit, Savings Account, or Checking Account), and we have no obligation to, but we may, pay an item, which could cause a negative balance in your Account, all in accordance with the "10. NSF, Overdraft, and Linked Accounts" section in the Account Agreements. Unless you tell us otherwise, we may link your Checking Account to any BECU Line of Credit on which you are a borrower.

3. We generally process and pay presented checks that you write from your Account in order from smallest



dollar amount to largest dollar amount; however, we reserve the right to process any presented checks in any order we deem necessary or appropriate.

4. We will process debit and credit ACH transactions throughout the day, in the order they are received in our processing center. Therefore, if an Account withdrawal or debit transaction is processed in the morning and it exceeds your Available Balance at that time, you may be charged NSF fees, even if a deposit or credit transaction occurring later that day raises your Available Balance above \$0.00. We may receive multiple credit or debit transactions on your Accounts in many different forms throughout each day. The best way to know your Available Balance and avoid paying NSF fees is to record and track all your transactions closely.

5. We will credit items delivered to us subject to final settlement and applicable law.

6. We will have no obligation to, but we may, pay antedated checks, or checks that are stale-dated (more than six months old), without notice to you, and we may deem the date on such a check to be the date that the check is presented to us.

7. We may pay postdated checks early unless an authorized party gives contrary notice complying with applicable law.

8. Except for willful misconduct and subject to applicable law, we are not liable for any action taken regarding the payment or nonpayment of an item.

#### **e. Individual Retirement Accounts**

IRAs are governed by the terms of the Account Agreements and the terms and disclosures in the IRA application and other IRA documentation, which are incorporated in this Agreement by reference.

#### **f. Certificate of Deposit Accounts**

A Certificate of Deposit is a Deposit Account on which we agree to pay a stated rate of interest for a stated period of time. BECU's Certificates of Deposit are not negotiable and are not negotiable instruments; all certificates are evidenced by Account information disclosed on your monthly statements. Early-withdrawal penalties may apply. Except as stated in any separate Certificate of Deposit receipt or disclosures, Certificate of Deposit Accounts are governed by the terms of the Account Agreements as well as the terms set forth in the receipt or disclosures, and these terms are incorporated in this Agreement by reference.

#### **g. Health Savings Accounts**

HSAs are governed by the terms of the Consumer Account Agreements and the terms, disclosures, and agreements in the HSA application and related documents, which are incorporated in this Agreement by reference.

### **6. Requirements for Delivery of Funds for Shares and Deposits**

Cash, checks, or other items may be presented for deposit at any BECU financial center, any designated ATM, or other location that we specify from time to time. To the extent permitted by law, we reserve the right to reject any items presented, including without limitation any items that require special handling or processing, that exceed any maximum for deposits or share issuance set by BECU, or for which there is any suspicion of fraud. Funds may be delivered for deposit by electronic funds transfer ("EFT"), or wire transfer as described in the Account Agreements.

#### **a. Endorsements**

You authorize us, in our discretion, to accept transfers, checks, drafts, and other items for your Accounts if they are made payable to, or to the order of, any one or more Account Holders on the Account, whether or not they are endorsed by an Account Holder or Authorized Signer. You authorize BECU to supply missing endorsements if BECU so chooses. You warrant that when you deliver or present items to your Accounts, or when they are presented by others, all prior endorsements on any item are genuine. BECU reserves the right (but is not required) to verify all endorsements on checks presented. We also reserve the right to require endorsement in person. An endorsement must be placed in the space on the back of a check between the top edge and 1½ inches from the top edge. We may accept for deposit drafts and checks with endorsements outside this space or drafts and checks without endorsement, at our option. But if any endorsement (or lack of an endorsement) causes any delay in processing the item for payment, you will be responsible for any loss incurred because of the delay. If any Magnetic Ink Character Recognition (MICR) information is provided on a check or other item, we may disregard any conflicting information on the item other than the signature of the

drawer and the MICR information. If any item that is deposited to your Account lacks a special endorsement as required by any remote or mobile banking service, you will be liable for any loss associated with the deposit, the deposited item, or any subsequent deposit of the item and we will debit your Account for the amount of the item plus any fees as disclosed in our Account Disclosure.

#### **b. Final Payment**

All deposits (other than cash) received and posted to your Accounts are provisional and subject to our receipt of final payment. If final payment is not received, we reserve the right to charge any Account on which you are Primary Member or Joint Account Holder, and/ or your Line of Credit for the amount of those funds. In such an instance, we may impose fees on your Account as indicated in our Consumer Account Disclosure. If you do not have a sufficient Available Balance in your Account or available credit in your Line of Credit, or if you do not have a Line of Credit, then the item will be submitted to collections. If we incur any fee in connection with collections activities, we may charge the fees to your Account. We reserve the right to refuse or to return all or a part of any funds deposited to your Accounts.

We may receive multiple credit or debit transactions on your Accounts in many different forms and during many different times throughout each day. The best way to know how much money you have available to spend, and to avoid paying fees, including but not limited to NSF fees, Overdraft fees, or collection fees, is to record and track all of your transactions closely.

#### **c. Account Holder Liability**

If any check is deposited to your Account and then returned unpaid to BECU from the paying financial institution for any reason whatsoever, the amount of the check may be deducted from your Account. All Account Holders will be liable (jointly and severally) to BECU for any resulting negative balance in your Account. Likewise, if any transfer or credit is made to your Account and the transfer or credit was fraudulent, unauthorized, or invalid in any way whatsoever, BECU may deduct the amount of the transfer or deposit from your Account. All Account Holders will be liable (jointly and severally) to BECU for any resulting negative balance in your Account. Further, if an Account has a negative balance for any reason, all Account Holders will each be liable (jointly and severally) to BECU for payment

on demand of the amount of the returned check, the fraudulent, unauthorized, or invalid transfer or deposit, and any negative balance regardless of who created the negative balance, cashed the check, delivered the check for credit to your Account, or caused the negative balance in your Account, directed the credit to or debit from your Account, or benefited from the transaction. If any Account Holder is indebted to BECU such that we have a lien against or may offset an Account of that Primary Member or Joint Account Holder, you agree that we may enforce our rights against any or all funds in the Account(s) regardless of who owes the debt or contributed to the Account.

### **7. Consumer Account Disclosure**

The dividend or interest rate, Annual Percentage Yield, methods of compounding, accrual or crediting of these, certain fees and charges and other restrictions on your Accounts are set forth in the Consumer Account Disclosure. Unless you deliver a signed Membership Application to us via mail or fax, the Account Agreements are provided to you when you deliver your signed Membership Application to us, or when requested. If you deliver a signed Membership Application to us via mail or fax, you will receive the Account Agreements within ten (10) days after account opening. Any use of an Account constitutes your agreement to the terms of the Consumer Account Disclosure and the Account Agreements.

### **8. Fees and Charges**

You and any Authorized Signers agree to pay BECU the fees and charges set forth in the Consumer Account Disclosure and any additional or substitute fees and charges imposed by BECU from time to time under the Account Agreements (e.g. Overdraft fees and NSF fees discussed in section "10. NSF, Overdraft, and Linked Accounts"), Consumer Account Disclosure (or substituted fee schedule), and any other written agreement between you and BECU (including but not limited to any EFT agreement, any rules covering IRAs, or any other agreements for any other accounts) as they currently exist or as they may be amended or replaced from time to time. We may deduct all fees and charges from any Account of any Account Holder without prior notice. We may change the fee schedule in the Consumer Account Disclosure at any time and will provide notice of the changes in the same way that notice is provided for changes to the Account Agreements.

You are liable for and agree to pay all of BECU's internal and external costs, collection expenses, or other expenses we incur from your failure to perform any of your obligations under this Agreement. All these costs and expenses, such as collection and recovery costs, attorney fees, and court costs, including fees on any mediation, arbitration, appeal, bankruptcy proceedings, and post judgment collection actions, will be added to your present

debt, and interest may be charged on them at the highest rate allowed by law. You are liable for and agree to pay BECU's internal and external costs incurred from your deposit of a check payable in a foreign currency for which dollar credit has been given.

In addition to the preceding fees, you agree to indemnify and defend BECU and hold it harmless from and against any and all liabilities, losses, damages, or costs, including attorney fees (whether or not suit is brought), court costs, and other costs of litigation that we may incur in connection with:

- a. A garnishment, levy, attachment, or other investigation or claim of any nature by a third party against any of your Accounts, including without limitation, fees relating to funds of a deceased Account Holder or any interpleader proceeding (interpleader fees could be incurred if we transferred funds to a court to hold until rights of claimants were determined);
- b. Any dispute between BECU and any Account Holder, Authorized Signer, beneficiary, or other claimants to funds or regarding any Account transaction; and
- c. Any proceeding or dispute concerning a power of attorney presented with respect to your Accounts with BECU, or in any other matter involving BECU and your Accounts.

## **9. Account Access**

### **a. Access Options**

You and any Authorized Signers may make withdrawals or transfers from your Account in any manner that we may now or hereafter permit from time to time (e.g., by check, through ATMs or electronic means, in person, or by mail, automatic transfer, or telephone). If you make withdrawals by check, the check must be properly completed and signed by you or any other Authorized Signer. BECU may return as unpaid any check that is not drawn in a form acceptable to us.

### **b. Transfers by Mail**

A transfer or withdrawal by mail requires a signed written request by an Authorized Signer. Such a transaction will be posted to your Account as of the day the transaction is processed at BECU.

### **c. Withdrawal Restrictions**

We are not required to permit a withdrawal, honor any item, complete a POS transfer, or pay any other EFT, or ATM or debit transaction unless there is a sufficient Available Balance in your Account to cover the full amount of the transaction or you have a sufficient Available Balance in a linked account as described in section "10. NSF, Overdraft, and Linked Accounts". In our sole discretion, we may honor any item, in which case you agree to pay the non-sufficient funds ("NSF") fee or, if you Opt-in to Optional Overdraft Service for Debit Card Transactions, the Overdraft fee set forth in the Consumer Account Disclosure or we may return the item unpaid because of an insufficient Available Balance. If there is sufficient Available Balance to cover some but not all of your withdrawal orders or items, we may allow those withdrawals for which there is a sufficient Available Balance in any order. We may also refuse to allow a withdrawal whenever we are uncertain regarding who is entitled to funds or there is a claim of any nature against you or the Account, for example:

- 1. When there is a dispute between claimants for the funds in any Account;
- 2. When the identification of designated beneficiaries is unclear from our records.
- 3. If a writ of garnishment, writ of attachment, tax levy, or similar document is received;
- 4. When the Account has been pledged as collateral for a debt to BECU;
- 5. If any required documentation has not been presented; or
- 6. If you fail to repay any of your BECU loans on time.

### **d. Account Not Negotiable**

All Accounts, including but not limited to Certificates of Deposit, are nonassignable and nonnegotiable to third parties.

### **e. Passwords and PIN Numbers**

If a Personal Identification Number (PIN), password, or authorization code is required for any Account access, any individual with the correct PIN, password, or authorization code shall be deemed authorized by you to access such Account and make any withdrawals or transfers from such Accounts. Completed transfers to a third party's account are final.

### **f. Cross-Account Transfers**

You agree that:

1. If a Personal Identification Number (PIN), password, or authorization code is required for any Account access, any individual with the correct PIN, password, or authorization code may make withdrawals or transfers from your Accounts. Completed transfers to a third party's account are final.

2. BECU may cancel, at our own discretion, any cross-account transfer relationships you have authorized.

#### **g. Powers of Attorney**

A power of attorney gives a party you designate the authority to access your Accounts, act as your attorney-in-fact, and handle your affairs on your behalf while you are alive. We reserve the right to only honor a power of attorney affecting the Account if we are satisfied of the legality and/or authenticity of the form and content of the power of attorney, related affidavit, and any other information or documentation. The determination to accept or reject the information or documentation will be in our sole good-faith discretion, without any liability to BECU, and may be subject to change from time to time depending on the circumstances.

All Account Holders are bound by any actions taken by the attorney-in-fact in connection with the Account. Unless stated in the power of attorney, your attorney-in-fact cannot:

1. Change or alter Account ownership;
2. Add or delete a beneficiary from the Account;
3. Empower others to act on the Primary Member's behalf; and
4. Any attorney-in-fact appointed by you is subject to this Agreement and must satisfy BECU membership requirements. At our option, we may in good faith and without liability honor instructions given by someone else purporting to act for any Primary Member and Joint Account Holder under a power of attorney or as the Primary Member and Joint Account Holder's guardian, executor, personal representative, or the like.

We reserve the right to require that you or any person claiming to present a valid power of attorney with respect to any Account execute BECU's form of certification of power of attorney to assist us in reviewing the legality or authenticity of any power of attorney.

#### **10. NSF, Overdraft, and Linked Accounts**

We are not obligated to honor and pay any item or transaction presented for payment if your Account does not contain a sufficient Available Balance and we may only honor and pay an item or transaction presented for payment if your Account is covered by Optional NSF Service for Deposit Accounts, Optional Overdraft Service for Debit Card Transactions, or by the Available Balance of any linked account (NSF/Overdraft Protection Linked Account Option).

These services should not be viewed as an encouragement to overspend the Available Balance in your Account. As always, we encourage you to manage your finances responsibly.

A negative balance could occur in your Accounts in several ways, such as when:

1. There is not a sufficient Available Balance in your Account upon the payment of checks, posting of EFTs, or other withdrawal requests.
2. There is not a sufficient Available Balance in your Account upon posting payment orders or requests authorized by you.
3. There is not a sufficient Available Balance in your Account upon the return of unpaid items deposited to your Account.
4. There is not a sufficient Available Balance in your Account upon assessment of fees.
5. There is not a sufficient Available Balance in your Accounts, due to funds not being available according to our Funds Availability Policy.
6. There is not a sufficient Available Balance in your Accounts upon posting of an electronic transaction even though you had a sufficient Available Balance when the electronic transaction was authorized. For example, when you present your Debit Card to a merchant, the merchant generally will ask us to authorize the pending payment of an amount equal to or more than the amount you will owe to the merchant. If you have a sufficient Available Balance at that time, we will authorize the pending payment. The amount of this authorized pending payment will be deducted from your Available Balance (but will not be deducted from your Current Balance until such time that the pending payment actually posts to your Account). However, posting of subsequent transactions can lower your Available Balance into an amount not sufficient to pay the authorized pending payment. When the merchant finally posts the authorized pending payment, the authorized pending payment posts as an overdraft because the intervening transactions caused a non-sufficient Available Balance in your Account. If you are opted in to the Optional Overdraft Service for Debit Card Transactions, you may be charged an Overdraft Fee.



Your Available Balance does not reflect any check you have written against your Account that has not yet been presented for payment, honored, and paid.

Our determination of your sufficient Available Balance may be made at any time between presentation of an item (or receipt or posting of an EFT, Online or Mobile Banking transaction, or ACH or Debit Card transaction) and our midnight deadline, with only one review of the Account required.

We are not obligated to honor and pay any item or transaction presented for payment if your Account does not contain a sufficient Available Balance or your Account is not covered by the Optional NSF Service for Deposit Accounts, the Optional Overdraft Services for Debit Card Transactions, or the Available Balance of any linked Account (NSF/Overdraft Protection Linked Account Option) .

These services should not be viewed as an encouragement to overspend the Available Balance in your Account. As always, we encourage you to manage your finances responsibly.

**a. Optional NSF Service for Deposit Accounts**

If you maintain your Checking Account in good standing and are not in default or delinquent on any BECU Account, we may honor and pay items and transactions that will overdraw your Account and create a negative balance. You may opt out of this service at any time by oral request, or in writing, but you are responsible for any overdrawn and negative balances, including any fees, at the time of opting out. We may refuse to honor and pay an item or transaction that would overdraw your Account at any time, even though we may have previously honored and paid such items and transactions for you. You may be notified of any items and transactions honored and paid when your Account has a non-sufficient Available Balance. Additionally, you may be notified of items or transactions that are returned or rejected when your Account has a non-sufficient Available Balance. But we have no obligation to notify you before we honor, pay, reject or return any item or transaction. The overdrawn and the negative balance in your Account plus any fees are due and payable upon demand.

Each time an item or transaction is presented for payment and your Account does not contain a sufficient Available Balance, if we honor and pay the item or transaction you may be charged an NSF fee as disclosed in the Account Disclosure.

Optional NSF Service for Deposit Accounts is a noncontractual service available to individually and jointly owned Accounts in good standing. We reserve the right to discontinue this service without prior notice.

If you would like to opt out of this service, you can do so over the phone by calling us at 206-439-5700 or 800-233-2328, by visiting us in person, or by mailing in your opt-out request to:

BECU

M/S 1086-2

P.O. Box 97050 Seattle, WA 98124

**b. Optional Overdraft Service for Debit Card Transactions**

If you maintain your Checking Account in good standing and are not in default or delinquent on any BECU Account, if you opt into the service and consent to its terms and conditions (and after we receive and confirm your consent), we may authorize and pay everyday Debit Card POS transactions that will overdraw your Account (when you use your Debit Card for payment). However, if after opting in you choose to opt out of this service you are responsible for any overdrawn balances and any applicable outstanding fees at the time of opting out. Even though we may have previously authorized and paid transactions that overdraw your Account, at our own discretion we may decline such transactions at any time.

You may be notified of any items paid when there is not a sufficient Available Balance in your Account. Additionally, you may be notified of items that are returned or rejected when there is not a sufficient Available Balance in your Account. But we have no obligation to notify you before we pay or return or reject any item or transaction. The overdrawn amount in your Account plus any fee(s) are due and payable upon demand.

Optional Overdraft Service for Debit Card Transactions is a noncontractual service available to individually and jointly owned Accounts in good standing. We reserve the right to discontinue this service without prior notice. For avoidance of doubt, BECU does not offer overdraft services for ATM transactions.

After opting in, if you would like to opt out of this service, you can do so in Online Banking, over the phone by calling us at 206-439-5700 or toll-free at 800-233-2328, by visiting us in person, or by mailing in your opt-out request to:

BECU

M/S 1086-2

P.O. Box 97050 Seattle, WA 98124

**c. NSF/Overdraft Protection Linked Account Options**

Your Checking Account may be linked to any of your Accounts including but not limited to your Line of Credit, Savings Account, or Money Market Account. If on any day the Available Balance in your Checking Account is not sufficient to cover checks and other items posted to your Account (including returned items, EFTs, Online or Mobile Banking transfers, ACH transfers, ATM withdrawals, and POS or other ATM or Debit Card transactions), you authorize us either to make an advance under your linked Line of Credit or to transfer funds from your linked Account to pay any deficiency ("NSF/Overdraft Protection" or "Linked Account Options"). Transfers from the linked Account may help you avoid paying NSF fees and or Overdraft fees.

Unless the Primary Member advises us differently in writing or in person, transfers or advances for NSF/Overdraft Protection and other charges will be made first by charging the Primary Member's Line(s) of Credit with us (if any) to the extent of available credit, and then by transferring funds (if any) from any other linked Account (unless the Account has been pledged as collateral for a debt to BECU).

You agree to pay the fees and charges (if any) listed in the Consumer Account Disclosure and in the terms of the BECU Credit and Security Agreement for each transfer to your Checking Account under these NSF/Overdraft Protection Linked Account options.

**1. Transfers from a Linked Line of Credit**

All transfers from a linked Line of Credit must be in \$100.00 increments or the Available Balance, whichever is less. Charges to a Line of Credit may not exceed the credit available under the terms of the BECU Credit and Security Agreement and we are not required to honor and pay items or transactions that would cause a negative balance in your Accounts:

- a. If the member's right to further advances under the BECU Credit and Security Agreement has been suspended or if the BECU Credit and Security Agreement has been terminated.
- b. After the occurrence of a default in the terms of the BECU Credit and Security Agreement.
- c. Whenever prohibited by the BECU Credit and Security Agreement or any applicable law.

**2. Transfers from a Linked Account**

All transfers from your linked Account must be in exact dollar increments. Fees for transfers may be assessed as disclosed in the Consumer Account Disclosure.

We are not required to transfer funds to your Checking Account if:

- a. Any or all of your Accounts are subject to a writ of garnishment, writ of attachment, tax levy, or similar document.
- b. There is a dispute between persons claiming an interest in the Account.
- c. We are uncertain regarding who is entitled to funds in any Account you may have with us.
- d. We terminate or suspend your Account as provided in the "Termination or Suspension of Account" section.

**11. Check Stop-Payment Orders**

**a. Stop-Payment Request**

An authorized individual may, upon timely and proper request, ask us to stop payment on a specific check or other item drawn on your Checking Account. The person may request a stop payment by telephone, by mail, by appearing in person, or online. The stop payment will be effective only if we receive the order in time for our employees to reasonably act on the order and only if you state the account number, the check number, and its exact amount. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the item. If the stop-payment order is not received in time, we will not be liable to you or to any

other party for payment of the item. If we re-credit your Account after paying an item over a valid and timely stop-payment order, you agree to sign a statement describing the dispute with the payee, to transfer to BECU all your rights against the payee or other holders of the item, and to assist us in legal action taken against the person.

**b. Duration of Order**

Stop-payment orders are effective for six months and will automatically terminate after six months unless you notify BECU before the six months expire. An authorized individual must notify BECU in writing to release any stop-payment order before the six-month period expires.

**c. Liability**

We may charge a fee for each stop-payment order as set forth in the Consumer Account Disclosure. A stop payment may not be placed on any certified check, teller's check, or other check, draft, or payment that is guaranteed by you or BECU. You should be aware that while payment of the item may be stopped, you may remain liable to any person, including BECU, who is a holder of the item, despite the stop-payment order.

**d. Stop Payment of ATM/Debit Card or POS Transactions**

Stop payment for any ATM or Debit Card transaction or POS transfer may not be made once you have completed the transaction with the merchant.

**12. Postdated Checks**

An authorized individual may, upon timely and proper request, ask us not to pay a postdated check or other item before the date of the item. The request may be made by telephone, by mail, or in person. The request will be effective if we receive the order in time for our employees or agents to reasonably act on the request and the request includes the account number, the check number, and its exact amount. If we receive incorrect or incomplete information, we will not be responsible for paying the item. If we do not receive the request in time, we may charge your Account for the item even though payment is made before the date of the check. If we re-credit the Account after paying an item early despite a valid and timely request to delay payment, you agree to sign a statement describing any dispute with the payee, to transfer to BECU all your rights against the payee or other holders of the item, and to assist us in legal action taken against the person.

**13. Lost Items; Collection Agent Only; Charge Backs**

In receiving items from you (e.g., for withdrawal, collection, deposit, or the issuance of shares), we act only as your agent and reserve the right to reverse any credit given for such items or to charge your Account for the items if they become lost in the collection process, are returned unpaid or are uncollectible for any other reason. Further, if your items are lost in the collection process, returned to us as unpaid, or are uncollectible for any other reason, you authorize us to charge back the amount of the item to your Account and if you previously closed your Account you authorize us to reopen your Account to process the charge back. You waive notice of dishonor on any item charged back to the Account. Such a chargeback may cause a negative balance in the Account.

**14. Limitation on BECU's Liability for Errors**

Subject to applicable law, we will be liable only for your actual losses or damages not to exceed the amount of the transaction, less lawful deductions. The standard by which our actions will be measured is willful misconduct. We will not be liable for any other losses or damages and will not be liable at all if:

- a. Through no willful misconduct of BECU, your Account does not contain enough money to make the transaction;
- b. Circumstances beyond our control prevent the transaction;
- c. Your loss is caused by another financial institution; or
- d. The money in your Account is subject to garnishment, attachment, tax levy, legal process, or other claim.

In no event will we be liable for consequential, incidental, or punitive damages.

**15. BECU Lien and Ability to Offset**

BECU has a statutory lien on any or all funds in any of your Accounts at BECU, regardless of the source of the funds, to the extent of any obligation owed to BECU by the Primary Member or Joint Account Holder. We may apply the funds on which we have a lien to pay off any indebtedness of any Primary Member or Joint Account Holder as an Account Holder, borrower, guarantor, endorser, or otherwise on any obligation to BECU. You agree that we may offset against or deduct from any Account, including Joint Accounts, any amount due or to become due to us by any Account Holder (including but not limited to account fees and loans or other debts, whether matured or not), even if the amount is not owed by all Account Holders. We may do so without prior notice to

you. If we choose not to enforce our lien or exercise our offset rights, we do not waive our right to do so at a later time.

#### **16. Obtaining and Providing Information About Accounts and Account Holders**

You authorize us to check your account records, credit, and employment history and to obtain a credit report from third parties, including credit reporting agencies, relating to any Account Holder or Authorized Signer at any time and for any purpose such as, but not limited to, servicing your Account or verifying eligibility for the Accounts and services requested from time to time.

You can request we provide you with the name and address of each credit reporting agency from which BECU obtains a credit report in connection with your Account.

Please refer to our Privacy Notice for additional information regarding obtaining and providing information about you and your Accounts.

#### **17. Notices**

##### **a. Name or Address Changes**

You agree to notify BECU upon a change of address or change of name. We are required to honor only items drawn on the name(s) listed on the Account and to attempt to communicate with you only at the most recent address for the Primary Member shown in the account records of BECU. We will accept a change-of-address notice that is signed and submitted to BECU by an authorized individual. We may, at our sole discretion, accept an oral notice of a change in address from an authorized individual.

##### **b. General Notices, Correspondence, and Oral Communications**

In the absence of a contrary request (such as but not limited to your request that we hold your mail and do not send it to you, or after you agree consent to our Electronic Communications Disclosure and Consent your request to receive communications from us in an electronic format), we will send any notice, document, or correspondence regarding your Accounts by mail to the Primary Member at the last address in BECU's account records. You authorize us to update your address (at our option) with any address change received from the U.S. Postal Service. Notices may be included with an account statement or in any BECU publications. Notices and other documents made available to the Primary Member are binding on all Account Holders even though not received by all Account Holders. The Primary Member, Joint Account Holder, and Authorized Signers specifically agree to keep all other Account Holders and Authorized Signers informed of such notices, account statements, and other documents. You agree that oral instructions provided by an authorized individual are binding on you if relied on by us and agree to defend BECU against and hold it harmless from any liability arising as a result of those instructions. You agree that our records of all transactions will govern in case of any dispute.

##### **c. Notice of Amendments**

Except as prohibited by applicable law, the terms of the Account Agreements and all fees and other agreements provided in connection with any Account are subject to change by us at any time. We may provide notice by mail at least thirty (30) days before the change or changes become effective or as required by law. You agree to be bound by a change if an authorized individual uses or maintains the Account after the effective date of the change. You agree that if notice is given by mail, only one notice is necessary in the case of a joint account. If you do not agree to be bound by a change Authorized individuals may terminate your Account before the effective date of any changes.

#### **18. Taxpayer Identification Numbers (TIN) and Backup Withholding**

We are required by law to withhold and pay to the IRS a percentage of payments of dividends, interest, and other payments under certain conditions. This is called "backup withholding." Your failure to furnish a correct TIN or meet other applicable requirements may result in backup withholding as well as civil or criminal penalties. If you refuse to provide your TIN, we may suspend your Account.

#### **19. Statements**

The Primary Member will receive a periodic statement of all transactions and activity on the Account(s) during the statement period; all Account Holders and Authorized Signers agree to stay informed about your Accounts and to obtain all desired information from the statement recipient. All Account statements may be sent monthly, but no less than quarterly. Transactions on your Account, including any deposit, share issuance, withdrawal, transfer, payment of dividends, or interest and imposition of applicable fees, will appear on your statement. You agree that the following information is sufficient to allow you to reasonably identify items paid and that we do not



need to provide any other information in the statement except for the following: item number, amount, and date of payment.

You are responsible for examining each statement and any copy or record of your checks. You agree to carefully examine and reconcile each statement and report any irregularities to us.

You are also in the best position to discover unauthorized signatures or endorsements, or a material alteration of any check or other item. You agree to exercise reasonable care and promptness in examining each statement and item and to promptly notify us within thirty (30) days of the statement mailing date of any forgery, alteration, or other problem. We are not liable if you do not comply with the foregoing; we are also not liable for items forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a signature stamp or other equipment that can replicate a signature. You agree that your original checks will not be returned to you. Imaged copies will be available for seven years by request, see the Consumer Account Disclosure for any fees. You agree that our retention of checks does not alter or waive your responsibility to examine your statements or the time limits for notifying us of any errors. Except as otherwise provided by applicable law with respect to unauthorized transfers, the statement will be considered correct for all purposes and we will not be liable for any payment made or charge to your Account unless you notify us in writing within thirty (30) days of the statement mailing date.

## **20. Termination or Suspension of Account**

We may suspend or terminate your Account at any time without notice to you or remove you from any Account on which you are an Authorized Signer or a Joint Account Holder or may require you to close your Account, and if applicable to the situation we may require you to close your Account and apply for a new Account if:

- a. There is a change in Account Holders or Authorized Signers;
- b. We have reason to believe there may be forgery or fraud alleged or committed involving your Account or we suspect forgery or fraud;
- c. We have reason to believe there is any dispute or claim alleged with respect to the funds in transactions regarding, or ownership or other rights in or to, the Account;
- d. Any Account checks or access device are lost or stolen;
- e. There is an unacceptable number of NSF/Overdrafts in the Account not covered by NSF/Overdraft Protection and the Available Balance in any linked Account;
- f. It appears that there has been or may be any violation of the BSA, any misrepresentation regarding, or any abuse of, your Account;
- g. You cause a loss to BECU;
- h. We have reason to believe termination or suspension of the Account is required or allowed under our bylaws or applicable law;
- i. We determine that any Account Holder or Authorized Signer is participating in a restricted industry identified by BECU;
- j. We have reason to believe you have violated or will violate the terms of our Code of Conduct as published on our website; or
- k. We have reason to suspect you have used or will use your Account for non-personal or non-consumer purposes.

Suspensions may take the form of a temporary or permanent "hold" or "freeze" on your Account at our discretion. We are not responsible for payment of any check, withdrawal, POS transfer, ATM/debit card transaction, ACH transaction, Online or Mobile Banking transaction, or other item once your account is suspended, terminated, or closed. If we terminate or close your Account, we will mail to the Primary Member all funds in the Account, less any obligations owed to BECU by any Account Holder. . If we remove you from an Account on which you are an Authorized Signer or a Joint Account Holder we may or may not provide you with notice and we may not allow you to open an account in the future or we may not allow you to be an Authorized Signer or a Joint Account Holder on any other account at any time in the future. You agree to use all Accounts only in compliance with applicable law and that we may restrict or cancel services or terminate the Account if we believe any AccountHolder or Authorized Signer is not doing so.

## **21. Termination of Membership**

An authorized individual may terminate your membership with BECU after giving written notice to withdraw from membership. We are not liable for payment on any check, withdrawal, or other item once your membership is terminated. You may be expelled from membership for any reason allowed by our bylaws or applicable law,

causing a loss to BECU, or for any of the following reasons:

- a. There is an unacceptable number or amount of NSF/Overdrafts in the Account not covered by NSF/Overdraft Protection or by the Available Balance of any linked Account;
- b. It appears that there has been or may be any violation of the BSA, or any misrepresentation regarding, or any abuse of, your Account;
- c. Termination or suspension is required or allowed under our bylaws or applicable law;
- d. We determine that any Account Holder or Authorized Signer's behavior or conduct is not conforming to, or in accordance with, our Code of Conduct;
- e. We determine that any Account Holder or Authorized Signer is participating in a restricted industry identified by BECU; or
- f. We have reason to believe that you have used your Accounts for non-personal or non-consumer purposes.

## **22. Inactive and Abandoned Accounts**

If for a prolonged period of time you fail to make an initial deposit to your Account we reserve the right to close your Account without notice to you.. If for a period of twelve (12) months on a Checking Account or a period of twenty-four (24) months on a Savings, Money Market, or matured Certificate of Deposit Account there has been no deposit to, withdrawal from, or transfer from the Account, or if you have not contacted us regarding the Account in person, over the phone, in writing, or by way of Online Banking, Mobile Banking, or ATM, we may classify the Account as an Inactive Account and may terminate or close the Account or charge an Inactive Account service fee as set forth in the Consumer Account Disclosure. If your Inactive Account remains open we may cease to pay interest on the Inactive Account unless otherwise required by applicable law. We will notify you at the last address of the Primary Member shown on our account records before imposing any fee. Accounts will continue to incur any monthly maintenance or other applicable fees until terminated or closed. You hereby authorize us to transfer funds from the Available Balance from any of your Accounts to cover these fees as necessary.

If your Accounts become inactive and presumed abandoned as provided by applicable state law, any Available Balance in the Account will be turned over to the state in accordance with that state's law. Once funds have been turned over to the state, we have no further liability for the funds, and if you choose to reclaim them, you must apply to the appropriate state agency.

## **23. Death of a Member**

Upon the death of an Account Holder and subject to BECU's lien, funds are payable to the surviving Joint Account Holders (if any) or others in accordance with the Account Agreements and applicable law. We may require the survivor, court-appointed personal representative, or other claimant to the Accounts to produce certain documents (e.g., to verify identity and authority) before releasing funds or providing access to the Accounts. We may continue to honor transfers, withdrawals, deposits, and other transactions on the Accounts in accordance with applicable law. Once we learn of the death, we may pay checks or honor other payments or transfer orders authorized by the deceased for a period of (ten) (10) days unless we receive instructions from an authorized individual to stop payment on the checks or other items. You agree that we can require anyone who claims funds in your Account after your death to indemnify BECU for any losses resulting from honoring that claim.

If the deceased Account Holder was the Primary Member on a Personal Account, or on a Joint Account With Right of Survivorship, or on a Joint Account Without Rights of Survivorship, the Accounts must be closed and either the funds may be transferred to another active or newly established BECU account, or the funds may be disbursed in accordance with BECU account records (for example, but not limited to, any POD designation in our records) or withdrawn by any authorized individual (for example, but not limited to, the Joint Account Holders, or a court-appointed personal representative).

You agree that if there is a dispute as to the ownership of the funds after your death, BECU may commence a lawsuit against the claimants to interplead those funds in a Washington state court of proper jurisdiction and be discharged of any liability with respect to those funds.

#### **24. Indemnity**

If you ask us to follow instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require a bond or other protection. An example of the kind of protection asked for is your promise to defend BECU and hold it harmless from and against any claims and pay all attorney fees and costs associated with the defense.

You agree to indemnify BECU and hold it harmless from and against all costs, including attorney fees, damages, and claims, related to BECU's actions if BECU is unable to post funds to an Account under certain circumstances, including but not limited to the following:

- a. BECU's closing of the Account;
- b. Your or any payee or endorsee's raising of a claim regarding the Account; or
- c. BECU's failure to cancel or process an item as a result of incorrect information provided by you.

#### **25. Waiver**

Any waiver of any term or condition stated in the Account Agreements must be in writing and signed by an officer of BECU and will not be considered a waiver of any future or other obligation or right.

#### **26. Severability**

If any provision or portion of the Account Agreements is held by a court to be invalid or unenforceable for any reason, the other provisions and portions will remain valid and enforceable and will continue in full force and effect.

#### **27. Governing Law; Bylaws**

BECU Accounts and these Account Agreements are maintained and governed by the bylaws of BECU, federal laws and regulations, the laws and regulations of the state of Washington, and payment network rules, as they currently exist or as they may be amended from time to time or replaced. Federal laws and regulations include, but are not limited to, those promulgated by the National Credit Union Administration and the Consumer Financial Protection Bureau. State laws and regulations include, but are not limited to those promulgated by the Washington Division of Financial Institutions including but not limited to the Washington Financial Institutions Individual Account Deposit Act. In addition to our rights contained in the Account Agreements, we have all rights of a financial institution under the Washington Financial Institutions Individual Account Deposit Act and under all other applicable laws and regulations. Any disputes regarding the Account Agreements must be brought in and are subject to the jurisdiction of any state or federal court in King County, Washington. You agree to be bound by all terms and conditions of our bylaws, as amended from time to time. Notwithstanding other provisions, you agree that changes in the bylaws will be effective when approved by our Board of Directors, even if you do not receive prior notice.

#### **28. Enforcement**

In addition to the other costs and fees due under the Account Agreements, you agree to pay upon demand any costs and fees we incur in enforcing the Account Agreements, including but not limited to attorney fees and costs, including those incurred with or without suit, on appeal, in bankruptcy proceedings, in interpleader, guardianship, estate or TEDRA proceedings, and in any post-judgment collection action, if applicable.

#### **29. Credit Report Direct Disputes**

If you have a direct dispute with us regarding your liability for a credit account or other debt, terms of a credit account or other debt, your performance or other conduct concerning an Account, or any other information contained in a consumer report regarding a BECU account or relationship that bears on your creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living, provide your direct dispute to us at the following address:

BECU  
Credit Reporting Disputes  
Mailstop 1082-1  
P.O. Box 97050  
Seattle, WA 98124

#### **Include the following in your direct dispute:**

- a. Sufficient information to identify the Account or relationship that is in dispute, including the Account number and your name, address, and date of birth;



- b. Specific information that you are disputing and an explanation of the basis for the dispute; and
- c. All supporting documentation or other information reasonably required to substantiate the basis of your dispute (e.g., a copy of the consumer report containing the allegedly inaccurate information, a police report, affidavits, court order, or Account statements).

## **II. FUNDS AVAILABILITY POLICY**

### **1. Your Ability to Withdraw Funds**

Our general policy is to make funds from your cash and check deposits available to you on or before the second business day after the day of your deposit. During any delay, you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written.

Funds deposited by use of Mobile Banking, Online Banking, an ATM displaying our "BECU" logo (a BECU-owned ATM), shared branch, BECU Drop Box, or the USPS will be combined with all deposit(s) made to your Account(s) on that day and generally will be available on or before the second business day after the business day of your deposit. Deposits at non-BECU owned ATMs will be combined with all deposit(s) made to your Account(s) on that day and generally will be available on or before the fifth business day after the day of your deposit. Deposits to your Account by way of a person-to-person transfer service (for example a Zelle transfer) will be available in accordance with the terms and conditions for that service. However, regardless of the manner or location of your deposit, as stated below, longer delays may apply.

### **2. Determining the Availability of a Deposit**

The length of the delay is counted in business days from the day of your deposit. The length of delay varies depending on the type and manner of deposit.

For determining the availability of funds deposited to your Accounts, for purposes of the Funds Availability Policy, every day is a business day, except Saturdays, Sundays, and federal holidays. All times provided below are Pacific Time.

If you make a deposit directly to a teller on a business day while we are open for business (generally 6:30 am – 6:30 pm), that day is the day of your deposit.

If you place your deposit in a Lobby Express Box in Tukwila Financial Center or Everett Financial Center before 4:00 pm, that day is the day of your deposit. If you place your deposit in a Lobby Express Box in Tukwila Financial Center or Everett Financial Center after 4:00 pm, the next business day will be the day of your deposit.

If you make a deposit at a BECU-owned ATM (displaying our "BECU" logo) or to a teller at a shared branch location before 3:00 pm on a business day, that day will be the day of your deposit. If you make your deposit after 3:00 pm or on a day that is not a business day, the next business day will be the day of your deposit.

If you make a deposit at a drop box, a non-BECU-owned ATM, or by mailing it to us through the United States Postal Service (USPS), the day of the deposit will be the business day we process your deposit in our processing center.

If you make an Online Deposit or Mobile Deposit before 7:00 pm on a business day, that day will be the day of your deposit. If you make your deposit after 7:00 pm on a business day, or on a day that is not a business day, the next business day will be the day of your deposit.

Any deposited check, cashier's check, draft, or money order that is drawn on a bank outside of the U.S. or is issued in any currency other than U.S. dollars (Foreign Item) is exempt from this Funds Availability Policy. Availability of funds from deposited Foreign Items will be delayed for the time it takes us to collect the funds from the paying financial institution and may take anywhere from several weeks to several months before such deposits will be made available to you.

### **3. Same-Day Availability**

Funds from electronic direct deposits (for example ACH deposits) to your account will be available on the day we receive the deposit.

### **4. Next-Day Availability**

If you make the deposit in person to one of our tellers, funds from the following deposits are generally available on or before the first business day after the day of your deposit:

- Cash.
- State and local government checks that are payable to you.
- Cashier's, certified, and teller's checks that are payable to you.

- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you.

If you do not make your deposit in person to one of our tellers (for example, if you mail the deposit), funds from these deposits will generally be available on or before the second business day after the day we receive your deposit.

Funds from the following deposits are generally available on or before the first business day after the day of your deposit:

- U.S. Treasury checks that are payable to you.
- Wire transfers.
- Checks drawn on BECU.

## **5. Other Check Deposits**

Our general policy is to make funds from deposited checks, other than those described in section 4, available as follows:

At least the first \$225 from a check will be available on or before the first business day after the day of your deposit. The remaining funds will be available on or before the second business day after the day of your deposit.

For example, if you deposit a check of \$700 on a Monday, \$225 of the deposit is available on or before Tuesday. The remaining \$475 is available on or before Wednesday.

## **6. Longer Delays May Apply**

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 \$5,525 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 by the seventh business day but by no later than 11 business days after the day of your deposit.

## **7. Special Rules for New Accounts**

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

Funds from electronic direct deposits (for example ACH deposits) to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of U.S. Treasury, cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on or before 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 \$5,525 will be available on or before 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 tellers, the first \$5,525 will generally be available on or before the second business day after the day of your deposit.

The first \$5,525 of a day's total deposit of funds from all other check deposits or deposits of all checks made at non-BECU ATMs will be generally available on or before the fifth business day after the day of deposit.

The excess over \$5,525 will generally be available on or before the ninth business day after the day of your deposit.

# **III. ELECTRONIC FUNDS TRANSFER STATEMENT AND AGREEMENT**

The following outlines your and BECU's rights and responsibilities when you use EFT services offered or accepted by BECU for the transactions listed.

## **1. Services Offered or Accepted by BECU**

### **a. ATMs**

You may access your Accounts from BECU's ATMs and from ATMs and facilities that display the logos shown on your card and from other machines or facilities as we may designate that are part of BECU's network. You

may perform the following transactions at such ATM's and machines or facilities, depending on the services available at your particular location\*:

1. Withdraw cash;
2. Make deposits;
3. Transfer funds between your Accounts; and
4. Verify Account balances.

\* Some of these services may not be available at all ATMs.

Notice regarding ATM fees by others: If you use an ATM that is not operated by BECU, you may be charged fees by the operator of the machine and/or by an ATM network. You may be charged a fee for engaging in any of the services offered and may be charged multiple fees during the ATM visit.

#### **b. ATM Card and Debit Card Transactions**

You may use an ATM card or a Debit Card for deposits, for withdrawals, and to verify Account balances. You may also use a Debit Card to purchase goods and services from merchants that participate in certain EFT networks and have agreed to accept your card as a means of payment.

If you have a Debit Card with the Mastercard logo, you may purchase goods and services from merchants that accept Mastercard and make withdrawals from your linked BECU Checking or Savings Account at other financial institutions participating in the Mastercard program.

You may set recurring payments or store your Debit Card information with merchants or other debiting parties. When changes are made to your Accounts or Debit Card, for example your Debit Card number has been changed or the expiration date has been updated, BECU may use Mastercard's Automatic Billing Updater (ABU) services to provide your updated Debit Card information on your behalf to participating merchants or debiting parties. This means that if you ever decide to stop automatic bill payments or debits from your Account through your Debit Card, you must contact the merchant or debiting party directly and cancel the payment or debit. If you do not contact the merchant or debiting party to cancel the payment or debit, your updated Debit Card may be used by the merchant or debiting party.

BECU reserves the right to terminate or suspend, or reinstate, the functioning of the ABU service at BECU's discretion for any reason whatsoever, at any time, and without prior notice to Debit Card holders. If you wish to opt-out of the ABU service and to block all participating merchants or debiting parties from receiving your new Debit Card information, please call us at 800-233-2328. Your opt-out request will be completed within five to seven (5-7) business days after receipt.

#### **c. Telephone Banking**

Telephone Banking is BECU's Integrated Voice Response touch-tone telephone service that allows you to do tasks such as the following:

1. Transfer funds between your Checking, Savings, and Line of Credit Accounts;
2. Make loan payments;
3. Find out which checks have cleared; and
4. Verify your Account balances.

In order to access Telephone Banking, you must request access from BECU, which may be accepted or rejected at BECU's discretion. To terminate access to Telephone Banking, contact BECU in person, by telephone, or by letter and identify the Account that you no longer want to access by Telephone Banking. If you fail to identify the specific Account that you no longer want to access by Telephone Banking, BECU may terminate Telephone Banking access to all your BECU Accounts.

#### **d. ACH Deposits and ACH Withdrawals**

ACH allows you to establish preauthorized deposits and withdrawals from your BECU Account. This service allows you to pay or receive recurring payments.

We will process ACH transactions throughout the day, which may include debits and credits. You must keep a sufficient Available Balance in your Accounts at all times because debits and credits may occur throughout the day. We may receive multiple deposit or credit and withdrawal or debit transactions on your Accounts in many different forms throughout each day. If withdrawals or debits are attempted when there is a non-sufficient Available Balance, you may be charged multiple NSF fees whether transactions are processed or not. Although any subsequent deposit or credit transactions made later that same day may bring the Available Balance above \$0.00, the prior NSF fees will remain on the account. The best way to know how much money

you have available to spend (your Available Balance), and to avoid paying NSF fees, is to record and track all your transactions closely.

**e. Online Banking/Mobile Banking**

Online Banking is BECU's service that allows you to access your Account by way of a personal computer or a mobile device, and Mobile Banking allows access by way of a mobile device or tablet to do tasks such as the following:

1. Transfer funds between accounts;
2. Make person-to-person payments; and
3. Make bill payments; and
4. View the history of your Savings and Checking Accounts and BECU loan accounts.

In order to access Accounts through Online Banking or Mobile Banking, you must request access from BECU, which may be accepted or rejected at BECU's discretion. To terminate access to Accounts through Online Banking or Mobile Banking, contact BECU in person, by telephone, or by letter and identify the Account that you no longer want to access by Online Banking or Mobile Banking. If you fail to identify the specific Account that you no longer want to access by Online Banking or Mobile Banking, BECU may terminate Online Banking or Mobile Banking access to all your BECU Accounts.

**f. Electronic Check or Draft Conversions/Electronic Returned-Check Fees**

Your check or draft can result in an EFT. For example:

1. You can purchase goods or pay for services and authorize a merchant or service provider to convert your check or draft to an EFT.
2. At the time you offer a check or draft to a merchant or service provider, you may be asked to authorize the merchant or service provider to electronically collect a charge if the check or draft is returned unpaid. Paying such a fee electronically is an EFT.
3. When you provide a check or draft as payment, you authorize BECU either to use information from your check or draft to make a one-time EFT from your Account or to process the payment as a check transaction.
4. If any draft or check you have given to BECU is returned or not paid for any reason, whether or not it has been processed as an EFT, you authorize BECU to collect a returned-item fee as set forth in the Consumer Account Disclosure and to collect the fee either by charging any of your Accounts or by processing the fee as an EFT from the Account on which the unpaid draft, check, or EFT was drawn. Your authorization to make these types of EFTs may be expressed by you orally, in writing, or electronically or implied through provision or posting of a notice that the transaction may be processed as an EFT and your completion of the transaction.

**2. Limits on Services**

The following dollar amounts may apply in using the services listed above and are limited by the Available Balance in your Checking, Savings, Money Market, or Line of Credit Account, less any outstanding checks, items, EFTs, or ATM/Debit Card authorizations not yet received or processed by us:

**a. POS Cash Withdrawals and ATM Transactions**

The maximum combined amount of cash that may be withdrawn from your Account(s) through ATM(s) and POS transactions is at least \$500 per day. This includes combinations of Savings, Checking, and Money Market withdrawals performed at an ATM and any cash-back withdrawals made by way of POS transactions. Your actual daily ATM and POS cash withdrawal limit will be disclosed at Account opening and also disclosed anytime these limits change.

**b. Debit Card Transactions**

The maximum combined amount that Debit Card holders may purchase through POS-based transactions is at least \$1,500 per day. This includes combinations of Savings, Checking, and Money Market withdrawals. Your actual daily POS cash withdrawal limit will be disclosed at Account opening and they will also be disclosed if these limits change.

**c. Online Banking/Mobile Banking Transactions**

The daily and monthly maximum combined amounts that you as an Online and Mobile Banking user may transfer from your Account(s) through Online and Mobile Banking are disclosed in the applicable terms and conditions governing each of those services (all of which are incorporated in this Agreement by this reference).



#### **d. Account Security**

If we have reason to believe that your ATM or Debit Card, PIN, Online Banking, or Mobile Banking (or any other) authorization code has been compromised, we need not give prior notice if an immediate change in your Account accessibility is necessary to maintain or restore the security of your Account or the EFT system.

### **3. Fees**

#### **a. EFT**

Any charges for the individual services listed under this section III "Electronic Funds Transfer Statement and Agreement", other than the foreign transaction fee indicated below in paragraph (e) are disclosed on the Consumer Account Disclosure, or other applicable agreements between you and BECU and are incorporated in this Agreement by this reference.

#### **b. Online Banking and Mobile Banking**

Terms and conditions, fees, and other information for any other EFT that may be made available through Online and Mobile Banking, including but not limited to bill pay services or Zelle, are described in the separate terms and conditions, agreements, and disclosures for those services and are incorporated in this Agreement by this reference.

#### **c. Stop Payment**

A fee as set forth in the Consumer Account Disclosure will be assessed and charged to your Account for each stop-payment request you make. You may not stop payment for any POS transaction or other ATM or one-time Debit Card transaction.

#### **d. Foreign Transactions**

A "Foreign Transaction" is any card purchase, web initiated transaction or ATM or POS transaction (1) made in a foreign currency or (2) made in U.S. dollars if the transaction is made or processed outside of the United States. Foreign Transactions include, for example, online transactions made in the U.S. but with a merchant who processes the transaction in a foreign country. If at the time of your Foreign Transaction you elect for Mastercard/Plus to convert the amount into U.S. dollars for billing purposes, the amount of the charge in foreign currency will be converted into a U.S. dollar amount by multiplying the foreign charge amount by the processing day's government-mandated conversion rate or the processing day's Mastercard/Plus wholesale exchange rate. This rate may differ from the rate in effect when the Foreign Transaction occurred or when it was posted to your Account. Subject to the Mastercard/Plus operating regulations or conversion procedures in effect at the time the Foreign Transaction is processed, Mastercard/Plus may assess an additional currency conversion fee on the Foreign Transaction amount. This fee is shown on your account statement as part of the Foreign Transaction amount. BECU will refund the Mastercard/Plus currency conversion fee within three (3) business days of the posted Foreign Transaction (the actual date on which we post the refund will be subject to the transaction's posting date and processing cutoff times). The refund will be posted as a separate transaction deposited in the Account charged for the original Foreign Transaction. Paying the refund to you will be contingent on your Account being open at the time of refund.

### **4. Receipts and Notices**

You will receive receipts and notices according to the types of services you use, so you will have a record of your EFTs.

#### **a. Receipts**

You may receive a receipt at the time your transaction is completed if you use any of the ATM, POS, or other debit transaction services. Save the receipt for your records.

#### **b. Notices**

Any notice required or appropriate will be sent to the address on record at BECU. Notices may be included with Account statements, BECU publications, or other BECU mailings. If you have agreed to accept electronic communications from us, we may send notices to you by email or other electronic means.

## **5. Stopping Preauthorized ACH Transfers or Reporting Errors for ACH Transactions**

To stop payment of a preauthorized ACH transfer to or from any of your Accounts, to ask whether we have received a direct deposit, to report ACH errors, and to ask other ACH questions, you may do the following:

### **Call us at:**

206-439-5700 or

Toll-free at 800-233-2328

### **BECU phone business hours**

7:00 a.m.-7:00 p.m. PT Monday-Friday

9:00 a.m.-1:00 p.m. PT Saturday

### **Write us at:**

BECU—Deposit and Payment Processing

Mail Stop 1085-2

P.O. Box 97050

Seattle, WA 98124-9750

### **a. Stopping Preauthorized ACH Transfers**

If you have told us in advance to make regular payments out of your Accounts, you can stop any of these payments. You can also stop a preauthorized ACH debit transfer originating from another party. To stop any of these payments, contact us in person, by telephone, or by correspondence, using the telephone number and address given above. You must provide us your Account number, the exact dollar amount, and the name of the payee. We must receive your request in time for us to act on it at least three (3) business days before the transfer is scheduled to be made. If you call, we may also require you to put your request in writing as confirmation, so that we receive it within fourteen (14) days after you call. A fee may be assessed for each stop-payment request for a preauthorized ACH debit originating from another party as set forth in the Consumer Account Disclosure. The fee will be debited from your Checking Account or other Account if you do not have a Checking Account or have insufficient Available Funds in your Checking Account. If you follow these instructions and we are unable to stop the preauthorized payment or credit transfer, we will be liable for your direct losses or damages in accordance with the law. In no case will we be liable for any special, consequential, or punitive damages.

### **b. Errors and Questions About Account Statements or Receipts**

If you think your Account statement or receipt is wrong or if you need more information about a transfer listed on your statement or receipt, contact us in person, by telephone, or via correspondence, using the telephone number and address given above. We must hear from you no later than sixty (60) days after we sent you the first statement on which the problem or error appeared.

1. Tell us your name and Account number.

2. Describe the error or the transaction that you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

3. Tell us the dollar amount and the date of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your Account within ten (10) business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we find no error occurred, we will debit the amount of the provisional credit from your Account. If we ask you to send us your question or complaint in writing and we do not receive it within ten (10) business days, we may not credit your Account. For errors involving new Accounts, POS, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question.

For new Accounts, we may take up to twenty (20) business days to credit your Account for the amount you think is in error. We will send you a written explanation within three (3) business days after we finish our investigation. If we decide that there was no error, we will debit the provisional credit, as stated above. You may ask for copies of the documents that we used in our investigation.

## **6. Disputes with Merchants Concerning Goods and Services**

You agree to settle all disputes about purchases of goods and services you make using your Debit Card with the

merchant that honored the card. If you are unable to settle the dispute with the merchant, we will attempt to help resolve the dispute if you send us a letter in which you:

- a. Tell us your name and Account number.
  - b. Tell us the date, the amount, and why you are disputing the transaction, including the merchant's name and location; and
  - c. Provide written confirmation of your attempt(s) to contact the merchant and resolve the dispute.
- This does not affect your rights with respect to unauthorized transfers or errors regarding your Account.

#### **7. Loss or Theft of Your Card or Unauthorized Use of Your Account through Electronic Means**

Contact us immediately, any time of day and any day of the week, if you believe:

- a. Your ATM or Debit Card has been lost or stolen or your PIN or Online or Mobile Banking authorization codes have been stolen;
- b. A transfer has been made using the information from your checks without your permission; or
- c. Someone has withdrawn or may withdraw money from your Account without your permission.

**Call us at:**

206-439-5700 or  
Toll-free at 800-233-2328

**BECU Phone Business Hours**

7:00 a.m.-7:00 p.m. PST Monday-Friday  
9:00 a.m.-1:00 p.m. PST Saturday

**Evenings or Weekends**

Prerecorded message will provide after-hours  
contact information.

**Write us at:**

BECU—Card Services  
P.O. Box 97050  
Seattle, WA 98124-9750

You are responsible for all transfers you authorize using your ATM or Debit Card, PIN, or authorization code to access your Accounts under this Agreement. If a card holder permits other persons to use an ATM or debit card, PIN, or authorization code linked to your Accounts, you are responsible for any transactions authorized or conducted by the persons using the ATM or Debit Card, PIN, or authorization code. But tell us IMMEDIATELY if you believe that anyone has used your card, PIN, or authorization code or has accessed your Accounts without your authority. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account (plus your maximum Line of Credit).

If you tell us within two (2) business days after you learn of the unauthorized use of your Account or card, you can lose no more than fifty dollars (\$50) if someone used your Account or card without your permission. If you do NOT tell us within two (2) business days after you learn of the unauthorized use of your Account or card, you could lose as much as five hundred dollars (\$500). If you do not tell us within sixty (60) days after the statement showing the unauthorized use of your Account or card was made available to you, you may be liable for all other unauthorized EFT transactions up to the full amount of the loss if we can prove that we could have stopped someone from making the transfers if you had told us within the sixty (60) day period. If extenuating circumstances kept you from telling us, we may, but are not obligated to, extend the time periods at our discretion.

#### **8. Unauthorized Mastercard Debit Card Purchase Transactions**

If you notify us of your lost or stolen card within twenty-four (24) hours of discovery and meet certain conditions, you may not be liable for any losses. This zero liability will apply only if:

- a. You can demonstrate that you have exercised reasonable care in safekeeping your card from risk of loss or theft;
- b. You have not reported two or more incidents of unauthorized use to us within the preceding twelve (12) months; and
- c. Your account is in good standing.



If you notify us of your lost or stolen card after twenty-four (24) hours of discovery or do not satisfy the conditions set forth above, your maximum liability for losses to your account may be up to fifty dollars (\$50). These liability limits will apply, as long as you did not receive a benefit or the unauthorized use of your card was by someone without actual, implied, or apparent authority; otherwise, the liability limits set forth may apply.

#### **9. BECU's Liability if Transfers or Transactions Are Not Made as Agreed for Consumer Accounts**

If you notify us of your lost or stolen card within twenty-four (24) hours of discovery and meet certain conditions, you may not be liable for any losses. This zero liability will apply only if:

- a. You can demonstrate that you have exercised reasonable care in safekeeping your card from risk of loss or theft;
- b. You have not reported two or more incidents of unauthorized use to us within the preceding twelve (12) months; and
- c. Your account is in good standing.

If you notify us of your lost or stolen card after twenty-four (24) hours of discovery or do not satisfy the conditions set forth above, your maximum liability for losses to your account may be up to fifty dollars (\$50). These liability limits will apply, as long as you did not receive a benefit or the unauthorized use of your card was by someone without actual, implied, or apparent authority; otherwise, the liability limits set forth may apply.

#### **10. Disclosure of Account Information**

We regard your business with us and information about your Account as confidential. But BECU may disclose information to third parties regarding your account or transfers under the following special circumstances and in accordance with our Privacy Policy:

- a. When it is necessary for completing transfers;
- b. In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant;
- c. In order to comply with government agency or court orders;
- d. If you gave us your written permission.

#### **11. BECU's Business Days**

Our business days are Monday through Friday, excluding legal holidays.

#### **12. Termination of the Account Agreements**

We agree that you may terminate EFT services at any time by giving written notice, stopping the use of any access code or PIN, and returning to us all cards issued for your Accounts. You also agree to notify any participating merchants that authority to make bill-payment transfers, or any other preauthorized transfer arrangement, has been revoked. We may terminate EFT services at any time by notifying you orally or in writing. Whether you or BECU terminates EFT services, the termination will not affect your obligations under the Account Agreements for any EFTs made before termination.

#### **13. General Safety Precautions When Using ATMs**

##### **a. General Safety**

1. Be aware of your surroundings. Avoid poorly maintained or poorly lighted locations. If you see anyone or anything suspicious, leave the area immediately.
2. Be aware of your surroundings when using an ATM or night deposit facility after dark.
3. Be prepared. Have your card ready before approaching the ATM.
4. Shield the ATM keyboard with your body so that others cannot observe you entering your PIN.
5. Cancel the transaction and put away your card if a suspicious situation develops.
6. Put away your money and receipt immediately after the transaction is complete. Count the cash later.
7. If you are followed after leaving an ATM, go to a heavily populated, well-lighted area and call the police.

##### **b. At Drive-Up ATMs**

1. While waiting in line, keep the engine running, the doors locked, and the windows up.
2. Leave enough room between cars to allow for a quick exit, if necessary.

### **c. Card Smart Tips**

1. Memorize your PIN. Never write it on your card or anything that you carry with your card.
2. Never tell your PIN to anyone.
3. Be wary of giving out account information over the phone. Never send your card or Account information over email.
4. Do not withdraw money for an "official" person. No official would ask you to withdraw money for any reason.
5. Keep your transaction receipts and verify each one against your statements. If you find an unexplained transaction, notify us immediately.
6. Report a lost or stolen card to us as soon as you discover that it is missing.

## **IV. RULES REGARDING CERTAIN FUNDS TRANSFERS**

Certain transfers of funds in or out of your Accounts are governed by federal Regulation J, rules of the National Automated Clearing House Association (NACHA), or the Electronic Funds Transfer Act. Generally, these are business-purpose wire transfers that you ask us to make from your Accounts or someone else asks a financial institution to make to your Account. Some transfers of funds between your Accounts may also be governed by these rules.

### **1. Law Governing ACH Transactions**

We may accept payments to your Account that have been transmitted through one or more ACH transactions that are not subject to the Electronic Funds Transfer Act. Your rights and obligations with respect to such payments are subject to NACHA operating rules applicable to ACH transactions involving your Account.

### **2. Law Governing Wire-Transfer Transactions**

We may accept payments to your Account that have been sent by Fedwire (an electronic payments system operated by the Federal Reserve System), or we may send a payment from your Account through this system to someone else if you ask us to send a funds transfer. Your rights and obligations with respect to payments that involve Fedwire will be governed by federal Regulation J.

### **3. Specific Rules and Regulations**

You agree to abide by the rules and regulations that we, the Federal Reserve System, the card networks, and various automated clearinghouses have established for originating or accepting funds transfer. These rules and regulations are amended from time to time, and replaced from time to time, and you agree to abide by these rules and regulations, as amended, in order to use or accept the funds-transfer services offered by BECU.

### **4. Notice of Receipt of Payment**

Under NACHA rules, we are not required to give next-day notice to you of receipt of an ACH funds transfer. You expressly agree that we do not need to give you next-day notice of the receipt of any funds transfer accepted on your behalf, whether governed by NACHA rules, Regulation J, or other law. Instead, we will notify you of the receipt of ACH transfers in your periodic statements. Additionally, you may call us for funds-transfer information or access your current Account information by using Telephone Banking or Online Banking.

### **5. Provisional Payment Only**

Credit that we give you with respect to any funds-transfer credit entry is provisional until we receive final settlement for the entry. If we do not receive final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with the entry. In that instance, the originator of the funds transfer (the party making payment to you) will be deemed not to have paid you the amount of the entry.

### **6. Reliance on Account Number**

When processing an ACH funds transfer, we will rely on the account number or other identifying number transmitted with the funds transfer even if the number identifies a person different from the named beneficiary. When processing a wire funds transfer, we will rely on the account number or other identifying number and the beneficiary's name transmitted with the funds transfer.

### **7. Reliance on Routing Number**

If you give us a payment order requesting a funds transfer that identifies any financial institution or account in the funds transfer by name and by a routing number or other identifying number, a receiving financial institution in

the funds-transfer chain may rely on that number as the proper identifying number even if it identifies a financial institution or accountholder different from the named financial institution or accountholder.

#### **8. Declared Dividend/Interest Rate**

You agree that if we are obligated to pay you dividends/interest under laws governing funds transfers, the rate of dividends/interest to be paid is the rate of dividends/interest paid on either:

- a. The BECU account from which the funds were transferred or should have been transferred; or
- b. The BECU account to which the proceeds of the funds transfer were credited or should have been credited.

#### **9. Security Procedures**

You agree that we may use security procedures to detect unauthorized requests for funds transfers before accepting your request. We will not use such security procedures for transfers between your Accounts with us unless we specifically agree with you to do so.

These security procedures, which you agree are commercially reasonable, will be either a callback or a request for personal photo identification (such as a driver's license) or some other industry standard procedure. Your use of any security procedure constitutes your additional agreement to its use and your acceptance of it as a commercially reasonable procedure. You agree that we may vary the security procedure depending on the amount and type of funds you request transferred or the method you use to make the request. You agree that if we act in good faith on your request for a funds transfer in compliance with these security procedures, the transfer will be treated as an authorized funds transfer, whether or not actually authorized by you.

FEDERALLY INSURED BY THE NCUA  
BECU 6514 OCTOBER 2022

800-233-2328  
**becu.org**

**PO Box 97050, Seattle, WA 98124-9750**

# EXHIBIT 18



Chuck Harold &lt;chuckharold@gmail.com&gt;

**Re: Checks 2) thru 6)**

1 message

David Llewellyn <llewellyncpa@yahoo.com>  
 Reply-To: David Llewellyn <llewellyncpa@yahoo.com>  
 To: Chuck Harold <chuckharold@gmail.com>

Thu, Dec 22, 2022 at 11:07 AM

Chuck,

I have reviewed the documentation you sent to me. It appears there may have been some comingling and transfers from David Paice's personal account. Doesn't appear any funds are unaccounted for, except, the \$8,000 cashiers check which needs additional support to verify the funds actually made it to Sharon's account.

Thank you,

Llewellyn Accountancy Corporation  
 1150 Foothill Blvd., Suite G  
 La Canada, CA 91011  
 Tel. 818-952-1040  
 Fax 818-952-5628

To ensure compliance with requirements imposed by the IRS in Circular 230, we inform you that, unless we expressly stated otherwise in this communication, any tax advice contained in this communication is not intended to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code, or (ii) promoting, marketing, or recommending to another party any transaction or other matter addressed herein.

The information contained in this e-mail transmission and any documents, files or previous e-mail messages attached to it may contain confidential information intended only for the use of the individual or entity named above. If you are not the intended recipient or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify the sender and delete the e-mail transmission and its attachments without reading or saving in any manner. Thank you.

On Thursday, December 15, 2022 at 03:04:14 PM PST, Chuck Harold <chuckharold@gmail.com> wrote:

Yes, I understand and thank you.

I know your time is valuable and I appreciate it.

If we don't chat before then, a Very Merry Christmas!

C.

On Thu, Dec 15, 2022, 3:54 PM David Llewellyn <llewellyncpa@yahoo.com> wrote:

Okay, I am tax seminars until next Wednesday. I will look at it then.

I do remember the \$8,000 item was something David Paice was to get documentation on, I have not seen it, that is why I made the comment on schedule J.

## EXHIBIT 19



**All Missing Check Numbers From  
David A. Paice Accounting  
From 2010-2022**

**38 Missing Checks**

Date	Check#	Schedule To or For	\$ Amount
	1009	Missing Check# - Not recorded on Any Schedules	
	1022	Missing Check# - Not recorded on Any Schedules	
	1065	Missing Check# - Not recorded on Any Schedules	
	1067	Missing Check# - Not recorded on Any Schedules	
	1068	Missing Check# - Not recorded on Any Schedules	
	1069	Missing Check# - Not recorded on Any Schedules	
	1070	Missing Check# - Not recorded on Any Schedules	
	1071	Missing Check# - Not recorded on Any Schedules	
	1072	Missing Check# - Not recorded on Any Schedules	
	1073	Missing Check# - Not recorded on Any Schedules	
	1074	Missing Check# - Not recorded on Any Schedules	
	1075	Missing Check# - Not recorded on Any Schedules	
	1076	Missing Check# - Not recorded on Any Schedules	
	1077	Missing Check# - Not recorded on Any Schedules	
	1078	Missing Check# - Not recorded on Any Schedules	
	1079	Missing Check# - Not recorded on Any Schedules	
	1080	Missing Check# - Not recorded on Any Schedules	
	1081	Missing Check# - Not recorded on Any Schedules	
	1082	Missing Check# - Not recorded on Any Schedules	
	1083	Missing Check# - Not recorded on Any Schedules	
	1084	Missing Check# - Not recorded on Any Schedules	
	1085	Missing Check# - Not recorded on Any Schedules	
	1086	Missing Check# - Not recorded on Any Schedules	
	1087	Missing Check# - Not recorded on Any Schedules	
	1088	Missing Check# - Not recorded on Any Schedules	
	1089	Missing Check# - Not recorded on Any Schedules	
	1090	Missing Check# - Not recorded on Any Schedules	
	1091	Missing Check# - Not recorded on Any Schedules	
	1092	Missing Check# - Not recorded on Any Schedules	
	1093	Missing Check# - Not recorded on Any Schedules	
	1094	Missing Check# - Not recorded on Any Schedules	
	1095	Missing Check# - Not recorded on Any Schedules	
	1096	Missing Check# - Not recorded on Any Schedules	
	1097	Missing Check# - Not recorded on Any Schedules	
	1098	Missing Check# - Not recorded on Any Schedules	
	1099	Missing Check# - Not recorded on Any Schedules	
	1100	Missing Check# - Not recorded on Any Schedules	
	1102	Missing Check# - Not recorded on Any Schedules	
			<b>\$0.00</b>

# EXHIBIT 20

# Duplicate Check Numbers Found in the David A. Paice Accounting

From 2011-2018 Sharon Harold Distribution

Date	Check#	Sch Description	To or For	\$ Amount
02/12/2012	1041	Schedule J - Dist	Sharon Harold - Distribution DUPE Check#	\$2,500.00
03/24/2014	1041	Schedule J - Dist	Sharon Harold - Distribution DUPE Check#	\$2,500.00
03/29/2012	1042	Schedule J - Dist	Sharon Harold - Distribution DUPE Check#	\$2,500.00
03/22/2014	1042	Schedule G - Dis	United States Treasury - Taxes DUPE Check#	\$219.00
04/17/2012	1043	Schedule G - Dis	Llewellyn Accountancy - Tax Preparation DUPE Chec	\$1,075.00
04/30/2014	1043	Schedule G - Dis	United States Treasury - Taxes DUPE Check#	\$340.00
04/27/2012	1044	Schedule J - Dist	Sharon Harold - Distribution DUPE Check#	\$2,500.00
04/30/2014	1044	Schedule G - Dis	United States Treasury - Taxes DUPE Check#	\$744.91
05/29/2012	1045	Schedule J - Dist	Sharon Harold - Distribution DUPE Check#	\$2,500.00
04/30/2014	1045	Schedule G - Dis	Llewellyn Accountancy - Tax Preparation DUPE Chec	\$550.00
05/29/2012	1046	Schedule G - Dis	voided DUPE Check#	\$0.00
06/10/2014	1046	Schedule G - Dis	Llewellyn Accountancy - Tax Preparation DUPE Chec	\$340.00
05/29/2012	1047	Schedule G - Dis	United States Treasury - Taxes DUPE Check#	\$1,143.00
07/02/2014	1047	Schedule J - Dist	Sharon Harold - Distribution DUPE Check#	\$3,000.00
06/13/2012	1048	Schedule G - Dis	United States Treasury - Taxes DUPE Check#	\$560.00
09/15/2014	1048	Schedule G - Dis	Llewellyn Accountancy - Tax Preparation DUPE Chec	\$340.00
06/29/2012	1049	Schedule J - Dist	Sharon Harold - Distribution DUPE Check#	\$2,500.00
04/13/2015	1049	Schedule G - Dis	United States Treasury - Taxes DUPE Check#	\$1,304.00
07/29/2012	1050	Schedule J - Dist	Sharon Harold - Distribution DUPE Check#	\$2,500.00
06/08/2015	1050	Schedule G - Dis	United States Treasury - Taxes DUPE Check#	\$670.00
08/29/2012	1051	Schedule J - Dist	Sharon Harold - Distribution DUPE Check#	\$2,500.00
06/08/2015	1051	Schedule G - Dis	United States Treasury - Taxes DUPE Check#	\$670.00
09/29/2012	1052	Schedule J - Dist	Sharon Harold - Distribution DUPE Check#	\$2,500.00
06/08/2015	1052	Schedule G - Dis	Llewellyn Accountancy - Tax Preparation DUPE Chec	\$560.00
10/31/2012	1053	Schedule J - Dist	Sharon Harold - Distribution DUPE Check#	\$2,500.00
09/25/2015	1053	Schedule G - Dis	United States Treasury - Taxes DUPE Check#	\$670.00
02/27/2013	1056	Schedule J - Dist	Sharon Harold - Distribution DUPE Check#	\$2,500.00
12/28/2017	1056	Schedule J - Dist	Sharon Harold - Distribution DUPE Check#	\$5,800.00
03/20/2013	1057	Schedule G - Dis	United States Treasury - Taxes	\$1,473.00
03/25/2018	1057	Schedule G - Dis	United States Treasury - Taxes DUPE Check#	\$2,002.00
03/20/2013	1058	Schedule G - Dis	Llewellyn Accountancy - Tax Preparation	\$540.00
06/25/2018	1058	Schedule G - Dis	United States Treasury - Taxes DUPE Check#	\$685.95
32 checks				<b>\$50,186.86</b>

# EXHIBIT 21



ALEKSANDER SCHILBACH  
206.223.7094  
schilbacha@lanepowell.com

November 23, 2022

**VIA ELECTRONIC AND REGULAR MAIL**

Michelle A. Blackwell, Esq.  
BLACKWELL LAW, P.C.  
747 Blair Blvd  
PO Box 10326  
Eugene, OR 97440

E-Mail: mblackwell@blackwell.law

Re: *The Sharon M. Harold Irrevocable Trust Dated November 12, 2004*  
Response to Concerns Regarding David A. Paice as Trustee

Dear Ms. Blackwell:

We are writing on behalf of Mr. David A. Paice ("Mr. Paice" or "Trustee"), Trustee of the Sharon M. Harold Irrevocable Trust dated November 12, 2004 ("Harold Trust" or "Trust"), in response to Ms. Harold's concerns regarding Mr. Paice's actions as Trustee. As I explained in my telephone conference with you on November 11, since we have concerns that Ms. Harold may not fully understand the Trust itself, the Trustee's role, or any of the underlying Trust Accountings or financial information that has been provided, we are glad to know that Ms. Harold now has independent counsel who can help her in this matter.

In order to help you erase any confusion about the Trustee's actions, we have enclosed a copy of the Trust's accountings for 2010 through 2021 ("Trust Accountings"). The Trust Accountings, which were prepared at Mr. Paice's request by Llewellyn Accountancy Corporation, were provided to Ms. Harold on July 21, 2022 and to the Trust's remainder beneficiaries on August 9, 2022. In addition, we are providing you with the Trust's Boeing Employee Credit Union ("BECU") bank statements from Mr. Paice's time as Trustee (collectively, "BECU Statements") and investment statements for the Trust ("LPL Statements"). We have made the BECU Statements and the LPL Statements available via a secure download link shared in the transmittal e-mail for this letter. If you need assistance accessing the link, please call me immediately.

When we spoke on November 11 you confirmed that you had not reviewed the Trust Accountings provided to Ms. Harold. Respectfully, we urge you to review the Trust

Accountings, the BECU Statements, and the LPL Statements. We are confident that after reviewing this material, you will see that Mr. Paice took no improper actions as Trustee and that he has, throughout his trusteeship, protected the Trust's assets for its beneficiaries. We are also confident that after reviewing the material provided, you will realize that any continued suspicion of the Trustee's actions is unfounded and that you will support the Trustee's desire to obtain approval of the Trust Accountings, along with his resignation, release, and discharge, and the appointment of a successor trustee, approved by the court.

**A. Response to Ms. Harold's Concerns Regarding Trust Administration**

**1. The Closure of BECU Account Ending x-9349**

Upon being appointed Trustee in 2010, Mr. Paice opened four accounts in the name of the Harold Trust at BECU:

Harold Trust Accounts		
No.	Account	Type
1	BECU Account Ending x-9232	Savings
2	BECU Account Ending x-9349	Money Market
3	BECU Account Ending x-9307	Checking
4	LPL Financial Account Ending x-4662 <sup>1</sup>	Investment

In February 2014, Mr. Paice decided to close the Money Market BECU Account Ending x-9349 as there was no benefit to maintaining it alongside the other accounts. Accordingly, on February 15, 2014, the BECU Account Ending x-9349 was closed and the funds in that account (\$260.48) were transferred to BECU Account Ending x-9307. This is shown on the BECU Statement for the time period of February 15, 2014 to March 14, 2014. That statement confirms that the funds in the closed account (\$260.48) were transferred to BECU Account Ending x-9307.

<sup>1</sup> The LPL Financial investment account is offered through BECU. The LPL Financial Account Ending x-4662 holds a mixture of cash and investments. *See generally* LPL Statements. Even though there is only *one* LPL Financial Account, the Trust Accountings show the LPL Financial Account ending x-4662 as having both a "Cash Account" component and an "Investments" component.



**2. Alleged Comingling of Mr. Paice's Personal Funds with Trust's Funds**

As Trustee Mr. Paice has never purposefully comingled the Trust's funds with his (or his wife's) personal funds. Over the 12 years that he has served as Trustee, however, there are several instances where Mr. Paice has inadvertently transferred money from the Trust to his personal account. Upon realizing his mistake, Mr. Paice immediately returned the funds to the Trust. We have provided an explanation of the specific instances you raised on our telephone call.

**a. Inadvertent Transfer in March 2014**

On March 3, 2014, Mr. Paice inadvertently transferred \$2,500 from BECU Account Ending x-9307 to Mr. Paice and his wife's personal checking account ("Paice Account Ending x-2739"). A few days later, on March 7, 2014, Mr. Paice realized his mistake and immediately returned \$2,500 to the Trust's BECU Account Ending x-9307. *See* BECU Statement for Period February 15, 2014 to March 14, 2014.

**b. Inadvertent Transfer in July 2020**

On July 26, 2020, Mr. Paice inadvertently transferred \$1,000 from BECU Account Ending x-9307 to Mr. Paice and his wife's personal Paice Account Ending x-2739. Mr. Paice realized his mistake a short time later and immediately returned \$1,000 back to the Trust's BECU Account Ending x-9307 that same day, July 26. *See* BECU Statement for Period July 11, 2020 to August 14, 2020.

**c. Returning a Graduation Gift from Ms. Harold in November 2021**

In May 2021, Ms. Harold sent Ms. Bricana Paice, Mr. Paice's wife, a check for \$2,500 as a graduation gift for graduating college. *Ex. A* ("Check #134"). Check #1341 states that it was "for" "B DAY[,] GRADUATION[,] VACATION." *Id.* Ms. Paice cashed the check, but on November 2, 2021, the Paices returned the money to Ms. Harold because they knew that she was on a very limited income and felt uncomfortable about accepting Ms. Harold's money. *Ex. B* (confirmation of transfer of \$2,500 from Paice Account Ending x-2739). This is not an instance of inadvertent comingling: Ms. Harold gave Ms. Paice a gift, and the Paices returned the gift to her.

**d. Mr. Paice's Name on Ms. Harold's Personal Bank Checks**

In mid-June 2022, Mr. Paice discovered that Ms. Harold had, without his knowledge or consent, put Mr. Paice's name on her personal checks at her personal bank account held at USAA. *Ex. C* (image of one of Ms. Harold's checks with Mr. Paice's name on it). Ms. Harold's checks state:

Sharon M. Harold or  
**David Paice**  
100 River Bend Rd Spc 103  
Reedsport, OR 97467-1385

*Id.* (emphasis added). Mr. Paice did not do this, and only learned of it a few months ago. Upon learning of his name being on Ms. Harold's checks, Mr. Paice called USAA to confirm that he did not have access to these accounts and that he was not listed as an owner of these accounts, which USAA confirmed over the telephone. Although Ms. Harold has previously directed Mr. Paice to deposit checks from the Trust to her in Ms. Harold's USAA bank account by logging into the USAA mobile app (at Ms. Harold's express direction and with the login credentials provided by Ms. Harold), Mr. Paice has never accessed any of Ms. Harold's personal bank accounts without her express permission and at her direction.<sup>2</sup> He never saved Ms. Harold's login information and does not even know how to access her accounts. He certainly never asked Ms. Harold to put his name on her checks for her personal USAA bank account and does not understand why she would do this. He also does not reside at Ms. Harold's address in Reedsport. After he learned that his name was listed on her checks, and even though he does not have any ownership or access to Ms. Harold's personal account, Mr. Paice called Ms. Harold and asked her to remove his name from her USAA checks, which she agreed to do. Mr. Paice is currently unaware of whether Ms. Harold has, as he requested, removed his name from these checks.

This is not an example of comingling: Ms. Harold put Mr. Paice's name on these checks *without his knowledge or consent* for an unknown reason, and Mr. Paice has requested that she remove him.

Please confirm that Ms. Harold has complied with the Trustee's request to remove his name from Ms. Harold's checks.

### 3. **Alleged Secret P.O. Box Address Maintained with Convicted Felon**

Based on our conference of November 11, we understand that Ms. Harold may believe the following: (a) Mr. and Ms. Paice (Ms. Harold's granddaughter) maintain a secret P.O. Box address that Mr. Paice uses for "confidential" trust paperwork and financial statements; (b) the Paices allegedly own and maintain this P.O. Box with another person named "Serena Crisamore," who is, allegedly, a convicted felon with a long and serious criminal history; (c) Ms. Crisamore has a social security number similar to Ms. Harold's, which allegedly indicates that she is similar in age to Ms. Harold; and (d) that her identity has been stolen by Ms.

---

<sup>2</sup> In order to avoid having to wait for the distribution check to arrive in the mail, Ms. Harold would direct Mr. Paice to log in to the USAA banking app using the login credentials she supplied him with and deposit the check to Ms. Harold's personal account. Once the Trustee became able to make transfers to Ms. Harold's bank accounts, Ms. Harold stopped directing Mr. Paice to do this.

Crisamore and that Mr. Paice may have been involved in the identity theft of his wife's grandmother, Ms. Harold.

*These allegations are absolutely false.* First, Mr. Paice does not know—and has never met—anyone by the name of Serena Crisamore. Second, Mr. Paice *does not* currently maintain a P.O. Box. He uses his home address for all mailings, statements, and accounts related to the Trust. Although the Paices have used a P.O. Box in years past, they no longer use or maintain this P.O. Box. The BECU Statements reflect the change in mailing addresses and the discontinued use of the P.O. Box. *Compare* BECU Statement for Period January 14, 2017 to February 10, 2017 (listing P.O. Box 48212 as mailing address) *with* BECU Statement for Period February 11, 2017 to March 10, 2017 (listing Mr. Paice's current home mailing address). Mr. Paice has *absolutely no knowledge* as to who, if anyone, now uses the old P.O. Box or what activities that P.O. Box may be currently used for. Finally, Mr. Paice has not—and would never—attempt to defraud Ms. Harold or steal her identity; any allegations to the contrary are deeply hurtful and baseless. Mr. Paice has worked closely with Ms. Harold—his wife's grandmother—to administer the Harold Trust *for over a decade at no charge or enrichment to himself*. Mr. Paice and Ms. Harold are extended family. The Trustee has never received any compensation from the Trust for his services as Trustee. He has served as Trustee not for personal gain but to assist a family member—his wife's grandmother—who needed help administering her Trust and asked Mr. Paice to serve as Trustee. Any allegation that Mr. Paice would plot to defraud Ms. Harold or work in concert with another person to defraud her, is absolutely meritless and deeply upsetting.

The Trustee and Ms. Harold have a longstanding personal and familial relationship. Ms. Harold's hollow accusations and unfounded suspicions of Mr. Paice are extremely distressing. To the extent you have any evidence of Mr. Paice's involvement in any attempt to defraud Ms. Harold, then we respectfully request that you share it with us immediately. If you do not provide any evidence supporting this accusation, then we will assume that you have none.

**B. Ms. Harold's Demand that Mr. Paice Resign**

In your e-mail of November 19, you wrote that you "have not had any further response . . . responding to [Ms. Harold's] request that Mr. Paice immediately voluntarily resign as Trustee." In our November 11 conference, however, I made it very clear that the Trustee does not agree to resign without a full release and discharge in place from all of the beneficiaries of the Trust. The Trustee's position has not changed since November 11: to the extent that Ms. Harold requests that the Trustee voluntarily resign without a release and discharge, the Trustee respectfully declines this request. The Trustee intends to petition the Court to approve the Trust Accountings, enter an order releasing and discharging him as Trustee, and appointing a successor trustee.

**C. Ms. Harold's Demand for "Forensic Accounting" is Unnecessary**

In your e-mail of November 19, you demanded that "that the Trustee personally initiate and pay for a forensic accounting of Ms. Harold's choice and he sign an affidavit that the information he will be supplying the accountant is complete, true and accurate." The Trustee respectfully declines this demand. First, a forensic accounting (or another accounting of the Trust) would not provide any value to the Trust. You admitted on November 11 that you had not reviewed the Trust Accounting already prepared and provided. Our office has already made the underlying BECU Statements and LPL Statements available to Ms. Harold, the remainder beneficiaries, and Mr. Edgar Saenz, the attorney representing Ms. Harold's son, Mr. Chuck Harold, and Ms. Harold has been copied on the LPL Statements themselves since 2014. Despite having been provided all of this material, it appears that Ms. Harold still does not understand the Trust Accountings, the BECU Statements, or the LPL Statements as she continues to harbor unfounded suspicions about Mr. Paice's actions as Trustee. In short, another accounting would be a waste of money and time at this point.

Second, we strongly disagree with any contention that Mr. Paice is obligated to pay for a forensic accounting personally. This request is contrary to the Trust. The Harold Trust makes it clear that "expenses incurred by the Trustee in the administration or protection of this Trust . . . shall be a charge upon the Trust Estate . . . Harold Trust, Art. IV, ¶¶ 10. There is absolutely no evidence of self-dealing, wrongful enrichment or breach of duty by Mr. Paice. Accordingly, he respectfully declines the request that he personally pay for a forensic accounting at this time.

To the extent that you believe a forensic accounting paid for by Mr. Paice personally is (1) required by the Trust; (2) required by law; or (3) made necessary because of evidence of improper conduct that has harmed Ms. Harold, then please immediately provide all evidence, authority, and support in favor of your position.

**D. Ms. Harold's Demand for \$100,000 as an "Advance"**

As we discussed on November 11, Mr. Paice, as Trustee, is extremely concerned that some of Ms. Harold's children are manipulating her and attempting to financially exploit her. You confirmed with me on November 11, however, that you represent Ms. Harold and that you do not represent any of Ms. Harold's children. Given the Trustee's concerns regarding Ms. Harold's children attempting to manipulate Ms. Harold, we are pleased that Ms. Harold is independently represented by counsel.

Mr. Paice, as Trustee, will make a one-time disbursement of \$10,000 from the Trust for your continued representation of Ms. Harold under the following conditions: (1) the disbursement will be made directly to Ms. Harold's trust account held at Blackwell Law P.C.; (2) the disbursement is a one-time disbursement and not a promise to pay any additional legal fees that may be incurred by Ms. Harold in the future; (3) you will represent Ms. Harold in any

Michelle A. Blackwell  
November 23, 2022  
Page 7

actions filed with regard to the Harold Trust, including, without limitation, any petition to approve the Trust Accountings, remove, release, and discharge Mr. Paice as Trustee, and appoint a successor trustee of the Trust. **This offer will remain open until Monday, November 28, 2022, at noon.**

In closing, we respectfully request that you review the Trust Accountings, the BECU Statements, and the LPL Statements provided with this letter as soon as possible. Please contact our office with any questions.

Very truly yours,

LANE POWELL PC



Aleksander Schilbach  
Gail E. Mautner

Enclosures: Trust Accountings; Exhibits A-C  
CC: David A. Paice (via e-mail)

134455.0001/9193927.2

## EXHIBIT 22



# STATEMENT OF ACCOUNTS



The Sharon M Harold Irrevocable Trust  
16644 Marine View Dr SW  
Burien, WA 98148-3210

000000

Statement Period: 07/11/2020 - 08/14/2020

2118918

## Summary of Deposit Account Activity

	Account #	Beginning Balance	Withdrawals/ Fees*	Deposits	Dividends/ Interest	Ending Balance
Member Advantage Savings		41.00			0.08	41.08
Member Advantage Checking		9,199.01	(5,032.00)	2,516.60	0.53	5,784.14
*Including the following Fees						
	Statement Period Total	2020 Year-to-Date Total				
Overdraft Fees	0.00	0.00				
Non-sufficient Funds (NSF) Fees	0.00	0.00				

## Deposit Account Activity

### Member Advantage Savings

If your account converted to Member Advantage during the statement period, you earned the rate effective for the Member Share Savings Account up to the date of conversion.

2.05% Annual Percentage Yield Earned for 35 day period  
Average Daily Balance: \$41.00  
Year-to-date dividends: \$1.07

#### Deposits

Date	Amount	Transaction Description
08/14	0.08	Dividend/Interest

### Member Advantage Checking

If your account converted to Member Advantage during the statement period, you earned the rate effective for the Checking Account up to the date of conversion.

0.09% Annual Percentage Yield Earned for 35 day period  
Average Daily Balance: \$5,882.62  
Year-to-date dividends: \$9.42

#### Deposits

Date	Amount	Transaction Description
07/26	1,000.00	Deposit Online Banking Transfer from [Redacted] 2739 CK
08/04	1,516.60	External Deposit LPL - CREDIT
08/14	0.53	Dividend/Interest

**Deposit Account Activity (continued)****Withdrawals**

Date	Amount	Transaction Description
07/25	(2,500.00)	Transfer Withdrawal Zelle To Sharon Harold +1-800-233-2328
07/28	(1,000.00)	Withdrawal Online Banking Transfer To [REDACTED] CK

**Checks Paid**

Check #	Date	Amount	Check #	Date	Amount	Check #	Date	Amount
1104	07/13	2,432.00						

(\* next to number indicates skipped numbers)

Point of Sale cleared checks are displayed in the Checking Withdrawals section above.

**Computation of Annual Percentage Yield Earned (APYE) and Interest/Dividend Paid**

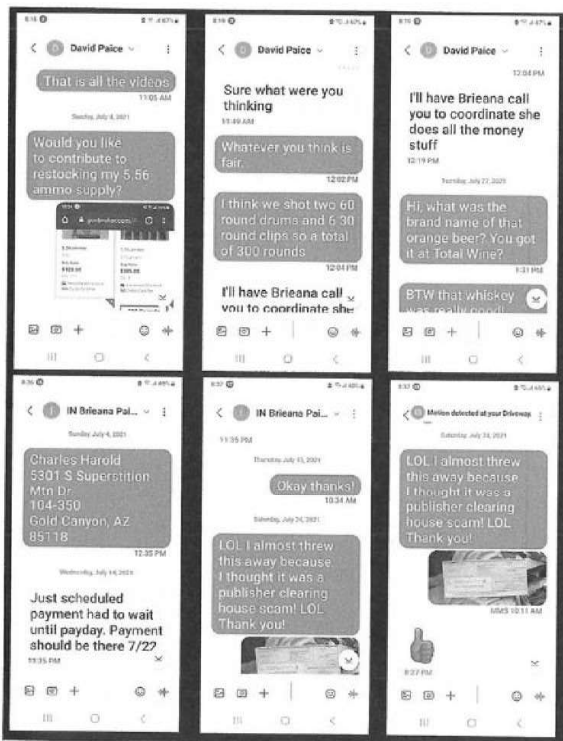
APYE is the annualized rate calculation based on the amount of interest/dividends earned (not credited) and the average daily balance in the account during the statement period. Interest/dividends are credited at the end of the account's crediting period as reflected in the activity column on the periodic statement.

**Negative Information Reporting Notice; and Address for Disputing Information on Consumer Reports**

We may report information about your account(s) to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

If you think information about your BECU account in a credit report or other consumer report is wrong, then please write to BECU - Credit Report Disputes, Mailstop 1082-2, P.O. Box 97050, Seattle WA 98124. Please provide your full name and mailing address, the account number of the account being disputed, the specific information that you dispute, the name of the credit bureau or other consumer reporting agency from which the information came, and any supporting documentation that might substantiate your dispute.

## EXHIBIT 23



ACCOUNT: PAYMENT

PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER

DAVID PAICE  
16544 MARINE VIEW DR SW  
SEATTLE, WA 98148

Please Direct Any Questions To  
877-246-7923  
Payment Processing Center  
P.O. Box 74616  
Chicago, IL 60675-4616

WELLS FARGO BANK, NA  
06891 3301970 006903 006903 00010001 K000891

\$225.00  
-156/531

0018410814  
July 22, 2021

Pay TWO HUNDRED TWENTY FIVE AND 00/100

DOLLARS

TO THE ORDER OF CHARLES HAROLD  
5301 S SUPERSTITION MOUNTAIN DR # 104-35  
GOLD CANYON, AZ 85115-1919

REMITTANCE VOID IF NOT CASHED WITHIN 90 DAYS.

AUTHORIZED SIGNATURE

00018410814 053101561 8018001977

ACCOUNT: PAYMENT

PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER

DAVID PAICE  
16544 MARINE VIEW DR SW  
SEATTLE, WA 98148

Please Direct Any Questions To  
877-246-7923  
Payment Processing Center  
P.O. Box 74616  
Chicago, IL 60675-4616

WELLS FARGO BANK, NA  
1154 1854 EPV 82 921 1/1 41857047.1 00275732

\$2,500.00  
-156/531

0052340973  
November 02, 2021

Pay TWO THOUSAND FIVE HUNDRED AND 00/100

DOLLARS

TO THE ORDER OF SHARON HAROLD  
100 RIVER BEND RD SPC 103  
REEDSPORT, OR 97467-1365

REMITTANCE VOID IF NOT CASHED WITHIN 90 DAYS.

AUTHORIZED SIGNATURE

0052340973 053101561 8018003932

## EXHIBIT 24

**This notice is required by law.**  
**This notice does not require you to appear in court, but you may attend the hearing if you wish.**

1. NOTICE is given that (name): Sharon Harold  
(representative capacity, if any): Petitioner  
has filed (specify):\*

### Petition for Appointment of David Allen Paice As Successor Trustee.

2. You may refer to the filed documents for more information. *(Some documents filed with the court are confidential.)*
3. A HEARING on the matter will be held as follows:

a. Date: January 18, 2017 Time: 8:30 a.m. Dept.: 9 Room:

b. Address of court ☒ shown above ☐ is (specify):

Assistive listening systems, computer-assisted real-time captioning, or sign language interpreter services are available upon request if at least 5 days notice is provided. Contact the clerk's office for *Request for Accommodations by Persons With Disabilities and Order* (form MC-410). (Civil Code section 54.8.)



\* Do not use this form to give notice of a petition to administer estate (see Prob. Code, § 8100 and form DE-121) or notice of a hearing in a guardianship or conservatorship (see Prob. Code, §§ 1511 and 1822 and form GC-020).



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Edgar Saenz (SBN 126270) Law Office of Edgar Saenz 8921 S. Sepulveda Boulevard, Suite 101 Los Angeles, CA 90045 TELEPHONE NO.: 310-417-9900 FAX NO. (Optional): 310-882-5472 E-MAIL ADDRESS (Optional): Edgar@EdgarSaenz.com ATTORNEY FOR (Name): Sharon Harold		FOR COURT USE ONLY          CASE NUMBER: 16STPB01751
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: 111 N. Hill Street CITY AND ZIP CODE: Los Angeles, CA 90045 BRANCH NAME: Central Stanley Mosk		
<input type="checkbox"/> ESTATE OF (Name): <input checked="" type="checkbox"/> IN THE MATTER OF (Name): In Re: Joseph A. Daley Family Trust <input type="checkbox"/> DECEDENT <input checked="" type="checkbox"/> TRUST <input type="checkbox"/> OTHER		
NOTICE OF HEARING—DECEDENT'S ESTATE OR TRUST		

This notice is required by law.  
 This notice does not require you to appear in court, but you may attend the hearing if you wish.

1. NOTICE is given that (name): Sharon Harold  
 (representative capacity, if any): Petitioner  
 has filed (specify):\*  
 Petition for Appointment of David Allen Paice As Successor Trustee.

2. You may refer to the filed documents for more information. (Some documents filed with the court are confidential.)
3. A HEARING on the matter will be held as follows:

a.	Date: March 2, 2017	Time: 8:30 a.m.	Dept.: 9	Room:
b.	Address of court <input checked="" type="checkbox"/> shown above <input type="checkbox"/> is (specify):			

Assistive listening systems, computer-assisted real-time captioning, or sign language interpreter services are available upon request if at least 5 days notice is provided. Contact the clerk's office for *Request for Accommodations by Persons With Disabilities and Order* (form MC-410). (Civil Code section 54.8.)



\* Do **not** use this form to give notice of a petition to administer estate (see Prob. Code, § 8100 and form DE-121) or notice of a hearing in a guardianship or conservatorship (see Prob. Code, §§ 1511 and 1822 and form GC-020).

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