

# Business Application

## Application Checklist

Please review carefully. We WILL NOT open your account without a completed application and **ALL** required documents.

### If you are a Sole Proprietor

You may apply for a Business Account\* if you are in DCU's field of membership and provide the required documentation:

- Business name must be registered with the appropriate town, county or state
- Account opened under Sole Proprietor's SSN or EIN assigned to the business entity (If using an EIN, we will require a copy of the IRS letter evidencing issuance of the EIN)
- Authorized signatories are allowed (not required to be in our field of membership)
- DCU Debit Card available to Sole Proprietor and Authorized Signatory(ies) (limit of four cards)

#### Required Documentation:

- Completed and signed Application
- Acknowledgment of registered name from city/town or state where registered
- Official letter evidencing assignment of EIN being used on account if not Sole Proprietor's SSN

### If your business is a Partnership, Limited Liability, or Corporation

You may apply for a Business Account\* if you meet the following criteria:

All partners in a partnership, members of a limited liability company, or stockholders/owners of a corporation **MUST** be in DCU's field of membership to open a Business Account. (See membership eligibility at [dcu.org](https://www.dcu.org) to see if you qualify.) If not currently a DCU member, required identification must be provided by all business owners being given access to the account.

- Account must be opened under EIN assigned to business entity
- Account name must match exactly that for which EIN has been assigned
- Authorized signatories are allowed (not required to be in our field of membership)
- Beneficial Owners are not required to be in our field of membership

## If your business is a Partnership, Limited Liability, or Corporation (cont.)

- DCU requires one partner, member or officer be listed as a Managing Partner, Managing Member or Executive Officer for the purpose of authorizing changes to the account
- Transactions may be authorized by any ONE individual listed on the account. All business owners listed on the account must provide required identification
- Beneficial Owners, unless they are account owners, will not have access to view or transact on the account
- DCU Debit Card available to business owners named on account and Authorized Signatory(ies) (limit of four cards)

### Required Documentation:

- Completed and signed Application
- Acknowledgment of registered name from state (or city/town if registration is not available at the state level) where registered
- Banking Resolution (Authority to Obtain Financial Services)
- A copy of the IRS letter evidencing issuance of the EIN
- Current Photo ID must be provided for all beneficial owners (clear photocopies are acceptable)
- Certification of Beneficial Owner(s) and Controlling Person of the Legal Entity

## How to Speed Up the Processing of Your Application

Send the application to DCU in one of the following ways:

- a. Bring the form to your nearest DCU branch
- b. Fax the form to **508.463.1369**
- c. Email the form to **specializedaccounts@dcu.org**
- d. Mail the form to:

### Digital Federal Credit Union

New Accounts  
220 Donald Lynch Blvd  
PO Box 9130  
Marlborough, MA 01752

## DCU OFFERS BUSINESS SERVICES FOR MOST INDUSTRIES. PLEASE NOTE THE EXCEPTIONS.

DCU is currently unable to open and support accounts for businesses/entities involved in any of the following due either to the current legal status of the endeavor, available DCU account structures, expected volume, or degree of oversight required of a financial institution maintaining such accounts. By continuing with this application, you are certifying that you do not now **nor will you in the future** participate in activities related to:

- **CANNABIS PLANTS, PRODUCTS, OR ACTIVITIES/MARIJUANA-RELATED BUSINESSES (MRBs)**: As a federal credit union, and due to the degree of oversight required, we are unable at this time to provide banking services to the cannabis industry or any groups or industries specifically or intentionally focused on providing services or products to the cannabis industry. This includes, but is not limited to, any products derived from the cannabis plant, as well as other activities related to the cannabis industry, such as growing, processing, distributing, selling, transporting, or leasing commercial property to a direct service provider, and regardless of the legal status of the business under state law. DCU will not bank businesses that sell CBD Oil products that are derived from cannabis.
- **VIRTUAL CURRENCY**: Using, exchanging, administering, and mining
- **INTERNET GAMBLING**: The Illegal Internet Gambling Act of 2006 prohibits certain transactions related to Internet gambling. DCU does not maintain accounts if any portion of the business income comes from Internet gambling
- **INTEREST ON LAWYER TRUST ACCOUNTS (IOLTAS)**
- **MONEY SERVICES (MSB)**: This includes accounts for Agents acting on behalf of a larger MSB.
- **POLITICAL ACTION COMMITTEES (PACS)**
- **NON-BANK OWNED (PRIVATELY-OWNED) ATM/ATM SERVICES PROVIDER**: This means we are unable to open an account for you if you provide services for an ATM or have an ATM on premises that is not directly owned by a financial institution.
- **THIRD-PARTY PAYMENT PROCESSORS (TPPPS)**

## What You Can Expect

- Electronic submissions will be reviewed within 3-5 business days

Allow up to 2 weeks from when the membership is opened for the following:

- Your new member welcome kit
- Your DCU PIN (Personal Identification Number)
- Allow 7-10 days for your Visa Debit Card or ATM card if applicable

**NOTE:** Application submission via standard mail will increase processing time.

## Important Information

We are required, by federal law, to obtain, verify, and record information that identifies each business or individual opening a DCU Membership. We will ask for your business legal name, business address, TIN/EIN, and Phone Number. **REQUIRED IDENTIFICATION:** Individuals must provide the following current identification, one of which must include a state issued Photo ID and one of which must reflect the Individual's current residential address as given. If one of these forms of identification includes both, you need only submit that one: • US Driver's License • US Social Security Card • Passport • US Military ID • US Work Visa • Other Government Issued picture ID (2nd ID always required). **REQUIRED IDENTIFICATION** for the Business entity is listed at the beginning of this form under CHECKLIST.

DCU reserves the right to request additional identification.

**Misplace your EIN?** Go to [www.IRS.gov](http://www.IRS.gov), and search "Misplace Your EIN" or call 800.829.4933.

Account Number: \_\_\_\_\_  
(Assigned by DCU)

## Part 1 General Information and Business Type

### Business Entity (Check one):

Sole Proprietor     LLP/LLC     Sole Member LLC     Partnership     Corporation

Business Name (Name MUST match the name assigned to the SSN/EIN given in part 8)

Individual Name (Should only be completed if Sole Proprietor or Sole Member LLC)

Physical Business Address (PO boxes and virtual offices are not acceptable)

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Mailing Business Address if different than Physical Address (number, street, and apt or suite no.)

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Business Phone \_\_\_\_\_ State in which Business is Registered \_\_\_\_\_ Date Business Registered \_\_\_\_\_

Email Address \_\_\_\_\_

Business Industry– Be Specific (i.e. car dealership, convenience store, restaurant, etc.)

## Part 2 Account Services (check those for which you are applying)

- Primary Savings Account** (please include no less than \$5 with this application – required to open and maintain Membership)
- Personal Identification Number (PIN)** for Electronic Service usage. (I understand this will be generated and mailed to address provided in Part 1)
- Electronic Accessibility via Digital Banking and Virtual Assistant**
- I will receive **Electronic Statements for all my accounts, enrollment for which will be sent to the email address above, unless I check here** .

**Free Business Checking\*** Note: This Free Business Checking account will be enrolled in the Business Earn More feature. The Business Earn More feature automatically sweeps out the account balance to interest-bearing FDIC-insured deposit accounts held at participating institutions throughout the country. You will still maintain access to account funds. Please refer to the attached DCU Business Earn More Feature Terms and Conditions for important information and disclosures regarding the Business Earn More feature.

**Opt-Out - Enrollment of the Business Earn More feature on the Free Business Checking will automatically occur unless this box is checked.**

Money Market

Visa® Debit Card\*\*, **OR**

ATM Card\*\* (if checked, a card will automatically be issued in the name of the individual listed in Part 3. I understand that (up to three) additional cards may be issued each in the name of anyone listed in Part 4. Please order an additional card for:

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

\*Upon approval \*\* Allow 7-10 business days to receive

### Part 3 Account Manager General Information and Membership Qualification - must be in DCU's field of membership

DCU requires one individual be named who will have the authority to make changes to the Membership (e.g. change address, email, open account)

Individual's First Name

Middle Name

Last Name

DCU Member Number (if applicable)

← **If already a DCU Member, you need only provide your Member # to the left before proceeding to the next part.**

Residential Address (number, street, and apt or suite no.)

City

State

Zip

DOB

SSN

Phone

Email

Eligibility (Family Member #, Sponsor Company, Organization, or Community through which I am joining)

## Part 4a Additional Authorized Partner(s), Member(s), Officer(s) – must be in DCU's field of membership

For changes to Partners, Members or Officers, this Membership must be closed, and a new Membership opened.

Individual's First Name

Last Name

SSN

DCU Member Number (if applicable)

← If already a DCU Member, you need only provide your Member # to the left before proceeding to the next part.

Residential Address (number, street, and apt or suite no.)

City

State

Zip

Phone

DOB

Email

Eligibility (Family Member #, Sponsor Company, Organization, or Community through which I am joining)

### This individual should have access to:

All Accounts     All Savings Only     All Checking Only     Account # \_\_\_\_\_ Only

(NOTE: Access using the PIN, Digital Banking/Mobile App and/or Debit Card cannot be limited to a particular account).

## Part 4b Additional Authorized Signatory(ies)

Individual's First Name

Last Name

SSN

DCU Member Number (if applicable)

← If already a DCU Member, you need only provide your Member # to the left before proceeding to the next part.

Residential Address (number, street, and apt or suite no.)

City

State

Zip

Phone

DOB

Email

### This individual should have access to:

All Accounts     All Savings Only     All Checking Only     Account # \_\_\_\_\_ Only

(NOTE: Access using the PIN, Digital Banking App and/or Debit Card cannot be limited to a particular account).

Individual's First Name Last Name SSN

DCU Member Number (if applicable) ← If already a DCU Member, you need only provide your Member # to the left before proceeding to the next part.

Residential Address (number, street, and apt or suite no.)

City State Zip

Phone DOB Email

**This individual should have access to:**

All Accounts  All Savings Only  All Checking Only  Account # \_\_\_\_\_ Only

**(NOTE: Access using the PIN, Digital Banking App and/or Debit Card cannot be limited to a particular account).**

## Part 5 Opening Deposit

### Opening Deposit Selection:

Minimum \$5 is required to open and maintain Membership with DCU. If applicable, additional organizational fee or donation may be required for joining an organization. The opening deposit will be credited to your Primary Savings account.

Select ONE:

- Electronic Check (NOTE: You must be an owner on this account)  
**MAXIMUM DEPOSIT LIMIT OF \$250**

_____	_____		
Routing Number	Name on Account		
_____	_____		
Account Number	Institution Name		
Account Type	_____	_____	
<input type="checkbox"/> Checking	<input type="checkbox"/> Savings	Institution Address	City
		_____	_____
		State	Zip

I hereby authorize the initiation of a one-time debit from my account at the financial institution named above through the Automated Clearing House (ACH) system and authorize said institution to debit my account for the amount set forth above. I acknowledge that this request does not violate the provisions of United State law as it applies to ACH transactions. I also authorize adjustment entries in the event of erroneous transactions on my account. I agree to hold DCU harmless for any expenses, including fees, incurred as a result of its inability to process a scheduled preauthorized withdrawal due to my having supplied incorrect information; its having acted on a stop payment order; or there being insufficient funds in the account I have indicated. **Initials:** \_\_\_\_\_

- Existing DCU Account Transfer (NOTE: You must be Primary or Joint Owner of the account)

_____	_____
Member Number	Share Number

- Check or Money Order (NOTE: Must be enclosed with application to avoid processing delays)

**Total Opening Deposit: \$** \_\_\_\_\_

Minimum \$5 plus, if applicable, any organizational fee/donation for Field of Membership.



## Part 6 Expected Activity

DCU is required by Federal law to know its members. To do this, we must perform due diligence on business accounts to obtain a reasonable understanding of the type of business and the activities our business members are involved in. You may be required to complete this or a similar questionnaire each year. **All of the following questions require answers.**

### General Information:

1. **What type of business is this?** Be specific and explain in detail the actual goods sold or service(s) provided.

(For example: online retailer selling sports memorabilia; retail store selling women's clothing, handbags, and jewelry; IT consulting to provide software development and network services.)

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2. **Will you sell products online?**

Yes     If yes, please provide your web address: \_\_\_\_\_

If no direct web address, what method will be used to sell products and what is the seller's name (through eBay, Amazon, etc.)?

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No—I will not sell products online.

3. **Which of the following will your account(s) be used for?**

General operating funds

Payroll

Savings

Credit card processing

Other

4. **Will you be using a DCU safe deposit box?**

Yes

No

## Declared Behavior:

5. Which of the following types of transactions will you perform?

5a. **Cash Deposits:** Approximately how much cash do you expect to deposit each month?

- |  |  |
|--|--|
| <input type="checkbox"/> No cash deposits    | <input type="checkbox"/> \$20,000 - \$50,000     |
| <input type="checkbox"/> \$0.01 - \$1,000    | <input type="checkbox"/> \$50,000 - \$100,000    |
| <input type="checkbox"/> \$1,000 - \$3,000   | <input type="checkbox"/> \$100,000 - \$200,000   |
| <input type="checkbox"/> \$3,000 - \$5,000   | <input type="checkbox"/> \$200,000 - \$500,000   |
| <input type="checkbox"/> \$5,000 - \$10,000  | <input type="checkbox"/> \$500,000 - \$1,000,000 |
| <input type="checkbox"/> \$10,000 - \$20,000 | <input type="checkbox"/> \$1,000,000+            |

5b. **Cash Withdrawals:** Approximately how much cash do you expect to withdraw each month?

- |  |  |
|--|--|
| <input type="checkbox"/> No cash withdrawals | <input type="checkbox"/> \$20,000 - \$50,000     |
| <input type="checkbox"/> \$0.01 - \$1,000    | <input type="checkbox"/> \$50,000 - \$100,000    |
| <input type="checkbox"/> \$1,000 - \$3,000   | <input type="checkbox"/> \$100,000 - \$200,000   |
| <input type="checkbox"/> \$3,000 - \$5,000   | <input type="checkbox"/> \$200,000 - \$500,000   |
| <input type="checkbox"/> \$5,000 - \$10,000  | <input type="checkbox"/> \$500,000 - \$1,000,000 |
| <input type="checkbox"/> \$10,000 - \$20,000 | <input type="checkbox"/> \$1,000,000+            |

5c. **Will you be using a courier or armored car service to complete your cash transactions?**

- Yes       No

5d. **Incoming Wires:** What is the monthly total that you expect to receive?

- |  |  |
|--|--|
| <input type="checkbox"/> No incoming wires   | <input type="checkbox"/> \$20,000 - \$50,000     |
| <input type="checkbox"/> \$0.01 - \$1,000    | <input type="checkbox"/> \$50,000 - \$100,000    |
| <input type="checkbox"/> \$1,000 - \$3,000   | <input type="checkbox"/> \$100,000 - \$200,000   |
| <input type="checkbox"/> \$3,000 - \$5,000   | <input type="checkbox"/> \$200,000 - \$500,000   |
| <input type="checkbox"/> \$5,000 - \$10,000  | <input type="checkbox"/> \$500,000 - \$1,000,000 |
| <input type="checkbox"/> \$10,000 - \$20,000 | <input type="checkbox"/> \$1,000,000+            |

**Will you receive wire transfers from non-US locations?**

- Yes – from which countries do you expect these wires will be received?

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- No – the organization only expects to receive domestic (US locations) wire transfers.

5e. **Outgoing Wires:** What is the monthly total that you expect to send?

- |  |  |
|--|--|
| <input type="checkbox"/> No outgoing wires   | <input type="checkbox"/> \$20,000 - \$50,000     |
| <input type="checkbox"/> \$0.01 - \$1,000    | <input type="checkbox"/> \$50,000 - \$100,000    |
| <input type="checkbox"/> \$1,000 - \$3,000   | <input type="checkbox"/> \$100,000 - \$200,000   |
| <input type="checkbox"/> \$3,000 - \$5,000   | <input type="checkbox"/> \$200,000 - \$500,000   |
| <input type="checkbox"/> \$5,000 - \$10,000  | <input type="checkbox"/> \$500,000 - \$1,000,000 |
| <input type="checkbox"/> \$10,000 - \$20,000 | <input type="checkbox"/> \$1,000,000+            |

**Will you send outgoing wire transfers to non-US locations?**

Yes – to which countries do you expect these wires will be sent?

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No – the organization only expects to send domestic (US locations) wire transfers.

5f. **Incoming (Non-Wire) Electronic Transfers:** What is the monthly total of incoming electronic transfers that you expect? (Funds coming into an account through ACH transfers, such as recurring payments received from customers.)

- |  |  |
|--|--|
| <input type="checkbox"/> No incoming (non-wire) Electronic Transfers | <input type="checkbox"/> \$20,000 - \$50,000     |
| <input type="checkbox"/> \$0.01 - \$1,000                            | <input type="checkbox"/> \$50,000 - \$100,000    |
| <input type="checkbox"/> \$1,000 - \$3,000                           | <input type="checkbox"/> \$100,000 - \$200,000   |
| <input type="checkbox"/> \$3,000 - \$5,000                           | <input type="checkbox"/> \$200,000 - \$500,000   |
| <input type="checkbox"/> \$5,000 - \$10,000                          | <input type="checkbox"/> \$500,000 - \$1,000,000 |
| <input type="checkbox"/> \$10,000 - \$20,000                         | <input type="checkbox"/> \$1,000,000+            |

**Will these transfers be received from non-US locations?**

Yes – from which countries do you expect these transfers will be received?

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No – the organization only expects to receive domestic (US locations) transfers.

5g. **Outgoing (Non-Wire) Electronic Transfers:** What is the monthly total of outgoing electronic transfers that you expect? (Funds leaving an account through ACH transfers, such as regular payments to suppliers or company payroll.)

- |  |  |
|--|--|
| <input type="checkbox"/> No outgoing (non-wire) Electronic Transfers | <input type="checkbox"/> \$20,000 - \$50,000     |
| <input type="checkbox"/> \$0.01 - \$1,000                            | <input type="checkbox"/> \$50,000 - \$100,000    |
| <input type="checkbox"/> \$1,000 - \$3,000                           | <input type="checkbox"/> \$100,000 - \$200,000   |
| <input type="checkbox"/> \$3,000 - \$5,000                           | <input type="checkbox"/> \$200,000 - \$500,000   |
| <input type="checkbox"/> \$5,000 - \$10,000                          | <input type="checkbox"/> \$500,000 - \$1,000,000 |
| <input type="checkbox"/> \$10,000 - \$20,000                         | <input type="checkbox"/> \$1,000,000+            |

5h. **Check Deposits:** What is the monthly total that you expect to deposit?

- |  |  |
|--|--|
| <input type="checkbox"/> No check deposits   | <input type="checkbox"/> \$20,000 - \$50,000     |
| <input type="checkbox"/> \$0.01 - \$1,000    | <input type="checkbox"/> \$50,000 - \$100,000    |
| <input type="checkbox"/> \$1,000 - \$3,000   | <input type="checkbox"/> \$100,000 - \$200,000   |
| <input type="checkbox"/> \$3,000 - \$5,000   | <input type="checkbox"/> \$200,000 - \$500,000   |
| <input type="checkbox"/> \$5,000 - \$10,000  | <input type="checkbox"/> \$500,000 - \$1,000,000 |
| <input type="checkbox"/> \$10,000 - \$20,000 | <input type="checkbox"/> \$1,000,000+            |

5i. **Will you be depositing checks remotely using mobile/remote deposit capture?** (This is a deposit made by capturing the image of a check and transmitting it electronically to your account at the Credit Union via Digital Banking.)

- Yes       No

5j. **Check Withdrawals:** What is the monthly total that you expect to write in checks?

- |   |  |
|---|--|
| <input type="checkbox"/> No check withdrawals | <input type="checkbox"/> \$20,000 - \$50,000     |
| <input type="checkbox"/> \$0.01 - \$1,000     | <input type="checkbox"/> \$50,000 - \$100,000    |
| <input type="checkbox"/> \$1,000 - \$3,000    | <input type="checkbox"/> \$100,000 - \$200,000   |
| <input type="checkbox"/> \$3,000 - \$5,000    | <input type="checkbox"/> \$200,000 - \$500,000   |
| <input type="checkbox"/> \$5,000 - \$10,000   | <input type="checkbox"/> \$500,000 - \$1,000,000 |
| <input type="checkbox"/> \$10,000 - \$20,000  | <input type="checkbox"/> \$1,000,000+            |

5k. **Monetary Instrument Purchases:** What is the monthly total that you expect to purchase?

- |   |  |
|---|--|
| <input type="checkbox"/> No Monetary Instrument Purchases | <input type="checkbox"/> \$20,000 - \$50,000     |
| <input type="checkbox"/> \$0.01 - \$1,000                 | <input type="checkbox"/> \$50,000 - \$100,000    |
| <input type="checkbox"/> \$1,000 - \$3,000                | <input type="checkbox"/> \$100,000 - \$200,000   |
| <input type="checkbox"/> \$3,000 - \$5,000                | <input type="checkbox"/> \$200,000 - \$500,000   |
| <input type="checkbox"/> \$5,000 - \$10,000               | <input type="checkbox"/> \$500,000 - \$1,000,000 |
| <input type="checkbox"/> \$10,000 - \$20,000              | <input type="checkbox"/> \$1,000,000+            |

5l. **ATM Deposits:** What is the monthly total that you expect to deposit at an ATM?

- |  |  |
|--|--|
| <input type="checkbox"/> No ATM Deposits     | <input type="checkbox"/> \$20,000 - \$50,000     |
| <input type="checkbox"/> \$0.01 - \$1,000    | <input type="checkbox"/> \$50,000 - \$100,000    |
| <input type="checkbox"/> \$1,000 - \$3,000   | <input type="checkbox"/> \$100,000 - \$200,000   |
| <input type="checkbox"/> \$3,000 - \$5,000   | <input type="checkbox"/> \$200,000 - \$500,000   |
| <input type="checkbox"/> \$5,000 - \$10,000  | <input type="checkbox"/> \$500,000 - \$1,000,000 |
| <input type="checkbox"/> \$10,000 - \$20,000 | <input type="checkbox"/> \$1,000,000+            |

5m. **ATM Withdrawals:** What is the monthly total that you expect to withdraw at an ATM?

- |  |  |
|--|--|
| <input type="checkbox"/> No ATM Withdrawals  | <input type="checkbox"/> \$20,000 - \$50,000     |
| <input type="checkbox"/> \$0.01 - \$1,000    | <input type="checkbox"/> \$50,000 - \$100,000    |
| <input type="checkbox"/> \$1,000 - \$3,000   | <input type="checkbox"/> \$100,000 - \$200,000   |
| <input type="checkbox"/> \$3,000 - \$5,000   | <input type="checkbox"/> \$200,000 - \$500,000   |
| <input type="checkbox"/> \$5,000 - \$10,000  | <input type="checkbox"/> \$500,000 - \$1,000,000 |
| <input type="checkbox"/> \$10,000 - \$20,000 | <input type="checkbox"/> \$1,000,000+            |

6. **Internet Gambling:** Does any portion of business income come from Internet gambling?

- No Internet Gambling
- Yes – **IMPORTANT:** The Illegal Internet Gambling Act of 2006 prohibits certain transactions related to Internet gambling. DCU does not maintain accounts if any portion of the business income comes from Internet gambling.

7. **Marijuana-related Business:** Is this a marijuana-related business?

- No this is not a marijuana-related business.
- Yes - **IMPORTANT:** As a federal credit union, and due to the degree of oversight required, we are unable at this time to provide banking services to the cannabis industry or any groups or industries specifically or intentionally focused on providing services or products to the cannabis industry. This includes, but is not limited to, any products derived from the cannabis plant, as well as other activities related to the cannabis industry, such as growing, processing, distributing, selling, transporting, or leasing commercial property to a direct service provider, and regardless of the legal status of the business under state law. DCU will not bank businesses that sell CBD Oil products that are derived from cannabis.

8. **Professional Service Providers:** Do you act as an intermediary between your clients and the bank, performing services or arranging for services to be performed on your client's behalf? (**Professional service providers include lawyers, accountants, investment brokers, and other third parties that act as financial liaisons for their clients, and who may conduct financial dealings for their clients. For example, an attorney may perform services, or arrange for services to be performed on a client's behalf, such as settlement or real estate transactions, asset transfers, management of client monies, investment services, and trust arrangements.**)

- No, the organization is not a Professional Service Provider.
- Yes – the organization is a Professional Service Provider, providing the following services:

- |  |   |
|--|---|
| <input type="checkbox"/> Accounting          | <input type="checkbox"/> Medical          |
| <input type="checkbox"/> Funds management    | <input type="checkbox"/> Notary           |
| <input type="checkbox"/> Insurance           | <input type="checkbox"/> Real estate      |
| <input type="checkbox"/> Investment advisory | <input type="checkbox"/> Tax preparation  |
| <input type="checkbox"/> Legal               | <input type="checkbox"/> Trust management |

If yes, will other professionals be using this account?

- Yes  No

9. **Embassy, Foreign Consulate Or Foreign Mission:** Is the organization an embassy, foreign consulate or foreign mission?
- No – the organization is not an embassy, foreign consulate or foreign mission.
  - Yes – What is the home country of the embassy, foreign consulate or foreign mission?

10. **Nonbank Financial Institutions (Excluding MSB):** Are any of the following services a core function of your business? (Meaning you provide any of these services to your customer base.)

- Casinos, card clubs or gaming establishments (with annual revenues greater than one million dollars)
- Securities, futures commissions or commodity trading - A broker or dealer registered with the Securities and Exchange Commission, or a futures commission merchant, commodity trading advisor, or commodity pool operator registered, or required to register, under the Commodity Exchange Act.
- Insurance
- Loan/Finance
- Credit cards system operation (This does not mean you accept credit cards for payment from your customers. This means you are a third-party processor for credit card payments.)
- Precious metals, stones, or jewels (with purchase or sales of more than \$50,000 per year)
- Pawn Broker
- Travel agency
- Telegraph company
- Vehicle sales (automobiles, airlines, boats)
- Real estate closing and settlement
- U.S. Postal Service
- Federal, state or local government agency carrying out a duty or power of a business described above
- None of the above

11. **Money services business (MSB):** Does your business involve any of the following?

**IMPORTANT** If you answer yes to any of the services listed below, your business is considered a Money Services Business. As stated on our current business account application, DCU does not maintain accounts for Money Services Businesses as we are unable to provide the degree of oversight required of a financial institution maintaining these accounts.

- Foreign currency exchange in amounts greater than \$1,000 for any one person in any one day
- Cash checks in amounts greater than \$1,000 for any one person in one day. **(This does not include accepting a check for payment from your customer. This is accepting a check and handing that same amount back to the customer in cash or allowing a customer to write a check for greater than the purchase amount and handing the difference back to the customer in cash.)**
- Issue or sell money orders in amounts greater than \$1,000 to any one person in one day
- Administer or exchange virtual currency
- Non-network-branded card sales that exceed \$2,000 maximum value per device on any given day
- Network-branded card sales that exceed \$1,000 maximum per device on any given day
- No, the organization does not perform any of the above MSB functions.

12. **Nongovernmental organizations or charities:** Do you depend, in whole or in part, on charitable donations and voluntary services for support?

No, the organization does not depend, in whole or in part, on charitable donations and voluntary services for support.

**Yes**

In what country is your organization chartered?

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Do you have donors or volunteers from non-US countries?

No donors or volunteers from non-US countries.

Yes, in what counties are your donors or volunteers located?

13. **Bulk Shipments Of Currency:** Does your company offer courier or armored car services to ship currency on your customer's behalf?

Yes       No

14. **Third-Party Payment Processors: Will you be processing transactions that benefit a third-party? (Non-bank or third-party payment processors are bank customers that provide payment-processing services to merchants and other business entities.)**

Not a Third-Party Payment Processor.

Yes – **IMPORTANT:** As stated on our current business account application, DCU does not maintain accounts for Third-Party Payment Processors.

15. **Privately-Owned ATM:** Is there a non-bank (privately-owned) ATM in your place of business?

No, the organization does not have any Privately-Owned ATMs.

Yes – **IMPORTANT:** As stated on our current business account application, DCU does not maintain accounts for Privately-Owned ATMs. DCU is unable to maintain the degree of oversight required of a financial institution maintaining accounts for privately (non-bank) owned ATM Service Providers. This means we are unable to open an account for you if you have an ATM on premises that is not directly owned by a financial institution.

## Part 7 Certification of Beneficial Owner(s) and Controlling Person of Legal Entity Members

### What is this form?

To help the government fight financial crime, Federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of legal entities maintaining accounts. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

### Who must complete this form?

This form must be completed by the person opening a new account on behalf of a legal entity with any of the following U.S. financial institutions: (i) a bank or credit union; (ii) a broker or dealer in securities; (iii) a mutual fund; (iv) a futures commission merchant; or (v) an introducing broker in commodities.

A **legal entity for the purposes of this form includes** a corporation, limited liability company, or other entity that is created by a filing of a public document with a Secretary of State or similar office, a general partnership, and any similar business entity formed in the United States or a foreign country.

**Legal entity does not include** sole proprietorships, unincorporated associations, or natural persons opening accounts on their own behalf.

### What information do I have to provide?

This form requires you to provide the name, address, date of birth, and Social Security number (or passport number or other similar information, in the case of non-US persons), as well as **a copy of a photo ID for the following individuals:**

**PART B: Beneficial Owners:** Each individual, if any, who owns, directly or indirectly, 25 percent or more of the equity interests of the legal entity (e.g., each natural person that owns 25 percent or more of the shares of a corporation);  
Up to four individuals  
**and**

**PART C: Controlling Person:** An individual with significant responsibility for managing the legal entity (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer).

Please note that the individuals identified on the attached form will not have access to the **DCU Membership** unless they have been specifically added as account owners or authorized signatories.

**Important:** If another legal entity owns 25% or more of the legal entity for whom this DCU Membership is open, please complete the **Beneficial Owner(s) and Controlling Person of a Legal Entity form** (attached) and the **Beneficial Owner(s) and Controlling Person of a Legal Entity – Addendum** (Please see a DCU Representative for the addendum).

**THE INDIVIDUAL COMPLETING THIS APPLICATION AGREES TO NOTIFY DCU IMMEDIATELY IF THERE IS A CHANGE IN THE BENEFICIAL OWNER(S) OR CONTROLLING PERSON IDENTIFIED BELOW.**



# Certification of Beneficial Owner(s) and Controlling Person of Legal Entity (Business)



## Instructions:

1. Always complete Parts A, C and D of this form
2. Complete Part B identifying any owner of 25% OR MORE of the legal entity\*
3. The same person may be listed in each Part of this form
4. All fields must be **fully** completed, even if the information was previously provided elsewhere on this Application

\*If the legal entity is a **Non-Profit Company**, check this box  (Part B is therefore not applicable)

**NOTE:** If your business is a Sole Proprietorship **do not** complete this certification.

## Part A Business Account Member

\_\_\_\_\_  
Legal Name of Business Entity

\_\_\_\_\_  
Business' Physical Street Address, City, State, Zip Code

\_\_\_\_\_  
Name of the Natural Person Completing this Form

\_\_\_\_\_  
Title of the Natural Person who is completing this form

## Part B Beneficial Owners

Complete the following information for **each** individual, if any, who directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25% or more of the equity interests of the legal entity listed in Part A.

**Note: If no individual or legal entity (business) meets this definition of beneficial owner, check this box  to specify "Not Applicable" and skip to Part C.**

### Does a separate legal entity own 25% or more of the legal entity listed in Part A?

- No**, a separate legal entity does not own 25% or more of the legal entity listed in Part A. Continue on to Individual Beneficial Owner section(s) below.
- Yes**. If YES, a Beneficial Owner(s) and Controlling Person of a Legal Entity – Addendum must be completed. See a DCU Representative for the addendum. The membership will not be opened until this addendum is completed.

Complete the following information for **each** Beneficial Owner.

**Individual Beneficial Owner #1:**

_____		_____	
Full Name		Physical Street Address, City, State, Zip Code	
_____	_____	_____	_____
Date of Birth	SSN	Government issued Photo ID Type	Government issued ID Number
_____	_____	_____	_____
ID Date of Issuance	ID Expiration Date	Government issued Photo ID State (or Country) of Issuance	Percent of Ownership

**Individual Beneficial Owner #2:**

_____		_____	
Full Name		Physical Street Address, City, State, Zip Code	
_____	_____	_____	_____
Date of Birth	SSN	Government issued Photo ID Type	Government issued ID Number
_____	_____	_____	_____
ID Date of Issuance	ID Expiration Date	Government issued Photo ID State (or Country) of Issuance	Percent of Ownership

**Individual Beneficial Owner #3:**

_____		_____	
Full Name		Physical Street Address, City, State, Zip Code	
_____	_____	_____	_____
Date of Birth	SSN	Government issued Photo ID Type	Government issued ID Number
_____	_____	_____	_____
ID Date of Issuance	ID Expiration Date	Government issued Photo ID State (or Country) of Issuance	Percent of Ownership

**Individual Beneficial Owner #4:**

_____		_____	
Full Name		Physical Street Address, City, State, Zip Code	
_____	_____	_____	_____
Date of Birth	SSN	Government issued Photo ID Type	Government issued ID Number
_____	_____	_____	_____
ID Date of Issuance	ID Expiration Date	Government issued Photo ID State (or Country) of Issuance	Percent of Ownership

## Part C Controlling Person

Complete the following information for **one** individual with significant responsibility for managing the above listed business, i.e., Executive officer (CEO, CFO and COO), senior manager, director, controller or any other individual who regularly performs similar functions. **If applicable, an individual listed above as a Beneficial Owner may also be listed in this Part.**

_____		_____	
Full Name		Physical Street Address, City, State, Zip Code	
_____	_____	_____	_____
Date of Birth	SSN	Government issued Photo ID Type	Government issued ID Number
_____	_____	_____	
ID Date of Issuance	ID Expiration Date	Government issued Photo ID State (or Country) of Issuance	

## Part D Certification

I, \_\_\_\_\_ (name of the natural person completing this form) hereby certify, to the best of my knowledge, that the information provided above is complete and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Please sign. Typed names will not be accepted unless verified as a digital signature.**

## Part 8 Certification and Agreements

**Taxpayer Identification Number (TIN)** - Enter your TIN in the box below. For individuals, this is your social security number (SSN). For most entities this is the EIN assigned to the business. *See the chart in the TIS Disclosure for guidelines on what number to enter. Misplace your EIN?* Go to [www.IRS.gov](http://www.IRS.gov), and search "Misplace Your EIN" or call 800.829.4933.

<hr/> <b>Employer Identification Number (EIN)</b>	<b>OR</b>	<hr/> <b>Social Security Number (SSN)</b>
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**Certification** – Under penalties of perjury, I certify that: (1) The information on this form is true, correct, and complete and if proven otherwise you may demand payment in full on any debt I have outstanding with you or revoke any services I use, and (2) The number shown on this form is my correct taxpayer identification number, and (3)\* I am not subject to backup withholding because: (a) I am exempt from backup withholding and have completed and delivered to you the appropriate exemption form, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (d) I am a U.S. person (including a U.S. resident alien).

\*I agree to check below if I have been notified by the IRS that I am subject to backup withholding because I have failed to report all interest and dividends on my tax return, **The IRS does not require me to consent to any of the provisions of this document other than the certification required to avoid backup withholding.**

- No, I have not been notified** by the IRS that I am subject to backup withholding
- Yes, I have been notified** by the IRS that I am subject to backup withholding

**Agreements:** All those of us who must be in your field of membership (See CHECKLIST on Page 1) certify that we are within the field of membership, whether by way of employment, organizational or associational affiliation, or an immediate family relationship as defined in your Business Account Agreement. Signing below and/or use of the PIN issued for this membership constitutes an agreement to conform to the terms and conditions of the Business Account Agreement and the Schedule of Fees and Service Charges each of which is incorporated by this reference, whether applicable to products and services being requested now or in the future (Telephone Teller and Digital Banking will be immediately accessible). A copy of any of these disclosures can be obtained online at [dcu.org](http://dcu.org), at any branch office, or through your Information Center. These disclosures (as applicable) will be mailed to the address on record once the membership has been opened.

**Agreements:** If I am the Managing Partner, Managing Member, or Executive Officer, I am at least 18 years of age. If I am a Sole Proprietor and not yet 18 years of age, I understand I must have a parent or legal guardian named on this account as well. I (meaning each of the persons who signs below) authorize you to gather and exchange whatever credit, checking account and employment information you consider appropriate from time to time and understand you may make credit or other decisions based in part on this information. Each of the persons who sign below is duly authorized to act with respect to transacting on the account(s) and the credit union is authorized to act in all matters relating to the account upon the order of any one of the persons who sign below until the Credit Union receives written instructions to the contrary. Only Additional (non-owner) Signatories can be changed or removed. Changes in Ownership will require a new Membership be opened. Changes to the Membership require Managing Partner, Managing Member, or Executive Officer authorization. In no way will the Credit Union be held liable for acting on the instruction of any individual its records reflect as being authorized on the account. If the Credit Union believes there is a conflict amongst the account owners, the Credit Union has the right to temporarily halt any activity on the account until such conflict is resolved to its satisfaction and to be held harmless for any resulting consequences. Further each and all who sign this form assume full responsibility for enforcing the provisions of any operating or other Agreement pertaining to the business which has NOT been provided to the Credit Union and agree that DCU SHALL IN NO EVENT BE LIABLE FOR ITS CONTENTS., In addition each certifies that 1) all necessary steps have been executed to legally establish the business referenced above, 2) all partners in the partnership, members of the limited liability company, or stockholders of the corporation, as applicable are also in DCU's field of membership, 3) transactions between this Membership and any other DCU memberships will only be performed per written request, and 3) I/We understand that transactions prohibited by the Illegal Internet Gambling Act of 2006 are prohibited from being processed through this account.

DCU reserves the right to close this membership if any of the information or documentation provided is found to be inaccurate or misleading or if it is discovered that the activity on the account is not as generally described in **Part 6**.

**Authorized Signatures** (must include ALL listed in Parts 3 and 4):

_____ Signature	_____ Date	_____ Signature	_____ Date
_____ Signature	_____ Date	_____ Signature	_____ Date

**Please sign. Typed names will not be accepted unless verified as a digital signature.**

## Part 9 Banking Resolution (Authorization to Obtain Financial Services)

**To Applicant:** Please use this form ONLY if you do not have an existing resolution to provide.

DCU requires the authorization of either all business owners or of the duly elected secretary authorized to act on their behalf in order to process this Application for Membership.

Note: Not applicable to Sole Proprietorship

WHEREAS, \_\_\_\_\_ wishes to obtain financial services from  
(Business Entity)

Digital Federal Credit Union (DCU) it hereby grants both signing authority and the authority to conduct

business to \_\_\_\_\_,  
(Individual Granted Authority - must be the Individual listed in Part 3)

who may:

apply for and obtain, on behalf of and in the name of the business entity, an account at DCU which may include but is not limited to access to routine banking services, savings products, checking products, wire transfer services, electronic banking, automated clearing house activity, and Debit Card access;

FURTHER it is resolved that this individual is authorized to act individually or in concert with others on behalf of the business for the purposes of providing the information required by the financial institution to open the account such as business name, EIN, address, officers, etc.; naming others who will have access to the account; and authorizing transactions of any kind to or from this account, provided appropriate identification is obtained.

It will be the responsibility of the business owners, each of whom has signed below (or on whose behalf the duly elected and qualified Secretary has signed below) to ensure activity on the account is monitored, with the understanding that unless named on the business account, they will not have access to account information directly from the financial institution.

Sign in **either** Part I or II below,

I. Signature of all Business Owners:

A. \_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

B. \_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. \_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

D. \_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

II. Signature of Secretary:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Please sign. Typed names will not be accepted unless verified as a digital signature.**

# Internal Use Only



Rec'd \_\_\_\_\_

Proc By # \_\_\_\_\_

Reviewed\* By # \_\_\_\_\_

\*means this individual attests to having confirmed the following:

- EIN-Name matches documentation provided
- Application has been completed
- All required documentation has been obtained (including additional documentation if required)
- Information has been entered correctly
- Certification of Beneficial Owner(s) and Controlling Person of Legal Entity Member has been reviewed.
- All appropriate Relationship fields in XP have been completed for each Beneficial Owner(s) and Controlling Person.
- Any Beneficial Owner or Controlling Person not already a DCU member has been entered in XP as an "Individual".

## Individual in Part 3

ID Type	ID Number	Issue Date	Expiration Date
---------	-----------	------------	-----------------

Describe Additional Documentation obtained (if required)

## Individual in Part 4a

ID Type	ID Number	Issue Date	Expiration Date
---------	-----------	------------	-----------------

Describe Additional Documentation obtained (if required)

## Individual in Part 4b

ID Type	ID Number	Issue Date	Expiration Date
---------	-----------	------------	-----------------

Describe Additional Documentation obtained (if required)

## (Beneficial Owner(s) or Controlling Person) If not an individual in part 3 or 4a:

ID Type	ID Number	Issue Date	Expiration Date
---------	-----------	------------	-----------------

Describe Additional Documentation obtained (if required)

ID Type	ID Number	Issue Date	Expiration Date
---------	-----------	------------	-----------------

Describe Additional Documentation obtained (if required)

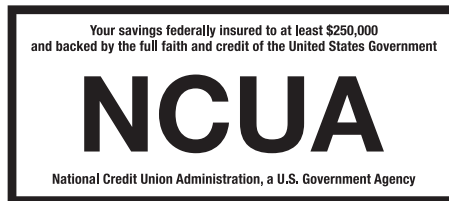




**DCU Business Earn More Feature**

**TERMS and CONDITIONS**

Effective May 14, 2021



# DCU Business Earn More Feature

## Terms and Conditions

Effective: 05/14/2021

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# Contact Us

If you have questions regarding the Program, you may contact DCU using any of the methods below.

### Call our Information Center at:

800.328.8797

Hours of operation:

Weekdays from 8:00am to 9:00pm and

Saturdays from 9:00am to 3:00pm

Our Information Center is not staffed on  
Sundays or holidays observed by DCU

### Write to us at:

Digital Federal Credit Union  
220 Donald Lynch Boulevard  
P.O. Box 9130  
Marlborough, Massachusetts  
01752-9130

Attention: New Accounts Department

### Email us:

dcu@dcu.org or log in to Online Banking and  
use the "Secure Email" link under "Contact Us"

**Note:** Email sent through the "Email DCU" link in  
our Online Banking will be encrypted to protect  
your personal information. Messages sent through  
the Email/Feedback Contact Form on our public  
webpage are not encrypted, so you should not send  
account numbers or other personal information  
through that form.

# DCU Business Earn More Feature

## Terms and Conditions

Effective: 05/14/2021

### I. Introduction

- 1. The Program.** The terms and conditions set forth herein (“Terms and Conditions”) apply to the DCU Business Checking Account with Earn More Feature and supplements DCU’s Business Account Agreement. The Business Earn More Feature is offered as an option to sweep an amount of your cash balances held in your DCU business share draft (checking) account (“DCU Account”) into accounts at banks and credit unions insured by the Federal Deposit Insurance Corporation (“FDIC”) or the National Credit Union Administration (“NCUA”), respectively (“The Program”). Your Program funds will be deposited in deposit and/or share accounts (“Program Deposit Accounts”) with those receiving banks and credit unions (“Receiving Financial Institutions” or “financial institutions”, and your funds in these financial institutions are hereinafter referred to as “Program Deposits”), subject to the limitations described in these Terms and Conditions. By enrolling in the Program, you agree to these Terms and Conditions, you agree that your Program Deposits will be transferred into the Program, and you appoint DCU as your authorized agent, pursuant to these Terms and Conditions. Stable Custody Group II LLC (“Stable”) operates the Program as an administrator. Unless terminated by DCU, your authorization and agency appointment of DCU shall remain in effect until termination in accordance with these Terms and Conditions, and DCU has been afforded a reasonable opportunity to act on such termination. In these Terms and Conditions, the words “DCU”, “we”, “us”, and “our” mean Digital Federal Credit Union, and the words “you” and “your” mean each DCU accountholder who is bound by these Terms and Conditions. **YOU UNDERSTAND THAT BY ENROLLING IN THE PROGRAM, YOU ARE INSTRUCTING DCU TO DIRECT THE AMOUNT OF YOUR FUNDS IN THE DCU ACCOUNT TO THE PROGRAM DEPOSIT ACCOUNTS. YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED AND CAREFULLY READ THESE TERMS AND CONDITIONS IN CONNECTION WITH CHOOSING TO ENROLL IN THE PROGRAM. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT DCU.**
- 2. Insurance Eligibility.** While your funds are in the DCU Account, your funds are eligible for National Credit Union Administration (“NCUA”) insurance coverage through DCU and are not eligible for Deposit Insurance through the Program. See Section II(5) for additional details.. After your funds are swept into the Program Deposit Accounts and thereby become Program Deposits, such Program Deposits become eligible for FDIC and/or NCUA insurance coverage (“Deposit Insurance”) at the Receiving Financial Institutions and are not eligible for NCUA insurance coverage through DCU. **IMPORTANT:** your Program Deposits, up to a maximum amount designated by DCU (“Maximum Program Deposit Amount”), will be eligible for Deposit Insurance coverage. See Section II(4)(d) for additional details.
- 3. “Business Day”.** For the purposes of these Terms and Conditions, “Business Day” means any day, except Saturday, Sunday, and federal holidays.
- 4. Risks of the Program.**

  - a. During the Business Day when your Program Deposits are transferred and being deposited into the Program, your funds will be held for a limited amount of time intraday at one Receiving Financial Institution (“Intermediary Receiving Financial Institution”) prior to being allocated and distributed among other Receiving Financial Institutions. While your funds are held intraday at the Intermediary Receiving Financial Institution, to the extent your funds exceed the current SMDIA (defined in Section II(4)(e) below), such funds may be uninsured. Once distributed from the Intermediary Receiving Financial Institution to the Receiving Financial Institutions, the funds will be insured **up to the amount of the Maximum Program Deposit Amount.** Stable has adopted procedures and controls to ensure the movement of funds in a timely manner each day and expects that your funds will be sent by the Intermediary Receiving Financial Institution to the other Receiving Financial Institutions by the close of business each day. However, in the event of a failure of wire transfer systems or communication facilities or other causes beyond Stable’s control, resulting in your funds not being sent from the Intermediary Receiving Financial Institution to the other Receiving Financial Institutions in a timely manner and remaining at the Intermediary Receiving Financial Institution, your funds could, to the extent they exceed the current SMDIA, be uninsured until the next Business Day.
  - b. If you have balances in accounts outside of the Program at a particular Receiving Financial Institution, there is a risk that all or a portion of your funds allocated to such Receiving Financial Institution by the Program will not be eligible for Deposit Insurance. See Sections II(4)(f), II(5), and II(7) below for more information.

- c. In the event of a failure of a Receiving Financial Institution, there may be a time period during which you may not be able to access your money. If you have money at a Receiving Financial Institution outside the Program, this will negatively impact the availability of Deposit Insurance for the total amount of your funds held within and outside the Program. If your deposits in a Receiving Financial Institution exceed the then current SMDIA of such financial institution, the excess funds are not covered by the Deposit Insurance.
- d. Where your funds are held in savings deposit and/or share accounts, the return of your funds may be delayed. Receiving Financial Institutions are permitted to, but rarely do, impose a delay of up to seven days on any withdrawal request from a savings deposit and/or share account.

## II. Program Terms

- 1. Tax Identification.** To obtain Deposit Insurance in the Program, you must provide proper tax identification information to DCU.
- 2. Relationship with Stable.** Stable is acting as DCU's agent, and DCU is acting as your agent in establishing and maintaining Program Deposit Accounts at Receiving Financial Institutions. The allocation process administered by Stable determines into which Receiving Financial Institution(s) your money will be deposited to achieve up to the maximum amount of Deposit Insurance available to you through the Program, which shall not exceed the Maximum Program Deposit Amount. See Section II(9), Allocations to Receiving Financial Institutions.
- 3. Information about Stable.** The Program, also known as the DDM<sup>SM</sup> Program with IDEA Allocation<sup>SM</sup> Feature, is offered by DCU and Stable, a Delaware limited liability company. Stable is not a credit union, bank, broker-dealer, or investment adviser. None of the Receiving Financial Institutions is an affiliate of Stable.
- 4. Sweep Process, Deposits, and Deposit Insurance.**
  - a. You may open and maintain only one DCU Account at a time.
  - b. Your funds intended for deposit into the Program must be placed through a DCU Account and cannot be placed directly by you with Stable or any of the Receiving Financial Institutions.
  - c. You promise that your funds in the DCU Account shall be irreversible and not subject to any lien, adverse claim, or encumbrance.
  - d. Funds are swept from your DCU Account into the Program once each Business Day and the amount of funds subject to the sweep is calculated using the balance at the end of the prior Business Day. DCU will initiate the sweep process on the first Business Day after the Business Day during which the DCU Account is opened. Except as otherwise provided in these Terms and Conditions, DCU will sweep funds in the DCU Account into the Program on the next Business Day. If the funds swept from your DCU Account into the Program cause your Program Deposits to exceed the Maximum Program Deposit Amount, then such excess funds will not be eligible for Deposit Insurance coverage. Such excess funds will be allocated among the Receiving Financial Institutions in the same manner as your other funds, See Section II(9), Allocations to Receiving Financial Institutions. **IMPORTANT:** If at any time your Program Deposits exceed the Maximum Program Deposit Amount, at its sole discretion, DCU may, but is not required to, move your Program Deposits in excess of the Maximum Program Deposit Amount into a DCU account or terminate your participation in the Program.
  - e. Your Program Deposits will be allocated to one or more omnibus Program Deposit Accounts maintained at the Receiving Financial Institutions held in the name of "Stable Custody Group II LLC, as Agent, for the Exclusive Benefit of its DDM Participating Institution, as Agent, for the Exclusive Benefit of its DDM Customers, Acting for Themselves and/or Acting in a Fiduciary Capacity for Others." See Section II(9), Allocations to Receiving Financial Institutions. Deposit Insurance coverage is available up to its standard maximum deposit (or share) insurance amount ("SMDIA"), which is \$250,000 per legal category of account ownership at each financial institution. Your Program Deposits are placed into accounts at the Receiving Financial Institutions to provide you with up to \$250,000 of Deposit Insurance coverage per Receiving Financial Institution, subject to certain exceptions described in these Terms and Conditions. The \$250,000 limit (i.e., the SMDIA) includes your principal and accrued interest, when aggregated with all other deposits held by you directly, or through others, in the same recognized legal category of ownership at the same Receiving Financial Institution. Deposit Insurance protects you against the loss of your insured deposits in the event a Receiving Financial Institution fails. Deposit Insurance is backed by the full faith and credit of the United States.
  - f. Because DCU, the Receiving Financial Institutions, and Stable are unaware whether you have any money on deposit outside of the Program in a Receiving Financial Institution, that money will not be taken into account when your funds in the Program are allocated to a particular Receiving Financial Institution. Therefore, you are responsible for monitoring the list of Receiving

Financial Institutions that hold your deposits. While Stable will cooperate with DCU to select appropriate Receiving Financial Institutions, once funds of Members are allocated, Stable will not be able to modify the selection of Receiving Financial Institutions due to the needs of any particular Member without making the same change for all Members. For this reason, DCU will not be able to implement any request to exclude a particular Receiving Financial Institution. See Section I(4), Risks of the Program. For example, if the then current SMDIA is \$250,000 and you have a non-Program deposit account at Financial Institution A of \$200,000 and you also have \$60,000 in the Program Deposits account at the same Financial Institution in the same legal category of ownership, only \$250,000 of your \$260,000 is eligible for Deposit Insurance. Whether Program Deposits are eligible for FDIC or NCUA insurance coverage depends on whether Financial Institution A is an FDIC-insured bank or an NCUA-insured credit union.

- g. In the event that a Receiving Financial Institution that holds your Program Deposits fails, payments of principal plus unpaid and accrued interest up to the then-current SMDIA per legal category of account ownership will be made to you. Although the FDIC and the NCUA normally make these payments within a few days of taking possession of a financial institution as receiver, there is no specific time period during which the FDIC or the NCUA must make insurance payments available. Furthermore, you may be required to provide certain documentation to the FDIC and/or the NCUA before insurance payments are made.
- h. Your account ownership will be evidenced by an entry on records maintained by DCU for each of the Receiving Financial Institutions at which your funds are on deposit. You will not be issued any evidence of ownership of a Program Deposit Account, such as a passbook or certificate. AT ANY TIME, YOU MAY VISIT DCU'S WEBSITE OR CONTACT DCU TO OBTAIN A LIST OF RECEIVING FINANCIAL INSTITUTIONS THAT HOLD YOUR FUNDS.

## **5. Deposit Insurance for FDIC and/or NCUA-Recognized Categories of Account Ownership; Multi-Tiered Fiduciary Relationships.**

- a. To ensure that your Program Deposits are protected by Deposit Insurance to the fullest extent possible under the Program, you should understand how Deposit Insurance applies to each FDIC and NCUA-recognized category of account ownership.
- b. FDIC Insurance:
  - i. In general, the FDIC-recognized categories of account ownership include single ownership accounts; accounts held by an agent, escrow agent, nominee, guardian, custodian, or conservator; annuity contract accounts; certain joint ownership accounts; certain revocable trust accounts; accounts of a corporation, partnership, or unincorporated association; accounts held by a depository institution as the trustee of an irrevocable trust; certain irrevocable trust accounts; certain retirement and other employee benefit plan accounts; and certain accounts held by government depositors. The rules that govern these categories of account ownership are very detailed and very complex, and there are many nuances and exceptions. Complete information can be found at the FDIC's regulations set forth at 12 C.F.R. Part 330.
  - ii. FDIC regulations impose special requirements for obtaining pass-through FDIC insurance coverage, up to the SMDIA (currently \$250,000 for each FDIC-recognized category of account ownership), for multiple levels of fiduciary relationships. In these situations, in order for FDIC insurance coverage to pass through to the true beneficial owners of the funds, it is necessary (i) to expressly indicate, on the records of the insured depository institution that there are multiple levels of fiduciary relationships, (ii) to disclose the existence of additional levels of fiduciary relationships in records, maintained in good faith and in the regular course of business, by parties at subsequent levels, and (iii) to disclose, at each of the level(s), the name(s) and the interest(s) of the person(s) on whose behalf the party at the level is acting. No person or entity in the chain of parties will be permitted to claim that they are acting in a fiduciary capacity for others unless the possible existence of such a relationship is revealed at some previous level in the chain. If your funds in your DCU Account are beneficially owned through multiple levels of fiduciary relationships, you must take steps to comply with these special requirements.
  - iii. For questions about FDIC insurance coverage, you may call the FDIC at 877-275-3342 or visit the FDIC's website at [www.fdic.gov](http://www.fdic.gov). You also may wish to utilize "EDIE The Estimator," the FDIC's electronic insurance calculation program, which is found at <https://www.fdic.gov/edie/index.html>. Other information regarding FDIC insurance coverage may be found at the "Deposit Insurance" section of the "Consumer Resource Center" on the FDIC's web site at [www.fdic.gov/resources/consumers/index.html](http://www.fdic.gov/resources/consumers/index.html).
- c. NCUA Insurance
  - i. In general, the NCUA-recognized categories of account ownership for member insurance coverage include single ownership accounts; certain joint ownership accounts; certain revocable trust accounts and irrevocable trust accounts; and certain retirement accounts. In addition, the NCUA allows certain account ownership types to be treated as equivalent to members for insurance coverage purposes, although technically not considered members of DCU, including accounts of government entities and other credit unions. Further, if a credit union is classified by the NCUA as a Low-

Income Credit Union, such insurance extends to additional categories of ownership types. The rules that govern these categories of account ownership are very detailed and very complex, and there are many nuances and exceptions. Complete information can be found at the NCUA's regulations set forth at 12 C.F.R. Part 745.

- ii The NCUA's regulations impose special requirements for obtaining pass-through NCUA insurance coverage (currently up to \$250,000 for each NCUA-recognized category of account ownership) with respect to a pooling of underlying members (including eligible non-members), including for multiple levels of fiduciary relationships. In these situations, in order for NCUA insurance coverage to pass through to the true beneficial owners of the funds, it is necessary (i) to expressly indicate, on the records of the insured depository institution, the existence of a relationship which may provide a basis for additional insurance, (ii) to disclose the existence of additional levels of such relationships in records, maintained in good faith and in the regular course of business, by parties at subsequent levels, and (iii) to disclose, at each of the level(s), the name(s) and the interest(s) of the person(s) on whose behalf the party at the level is acting. No person or entity in the chain of parties will be permitted to claim that they are acting in a fiduciary capacity for others unless the possible existence of such a relationship is revealed at some previous level in the records. If your Program Deposits are beneficially owned through multiple levels of fiduciary relationship, you must take steps to comply with these special requirements.
- iii For questions about NCUA insurance coverage, you may call the NCUA at 800-755-1030 or visit the NCUA's website at [www.ncua.gov](http://www.ncua.gov). You may also wish to utilize "NCUA Share Insurance Estimator," the NCUA's electronic insurance calculation program, which is found at [mycreditunion.gov/share-insurance-estimator-home](http://mycreditunion.gov/share-insurance-estimator-home). Other information regarding NCUA insurance coverage may be found at the "Share Insurance" section of the NCUA's website at [mycreditunion.gov/share-insurance](http://mycreditunion.gov/share-insurance).

## 6. Withdrawals

- a. Withdrawals from your Program Deposit Accounts are made through your DCU Account and cannot be made directly by you through Stable or any of the Receiving Financial Institutions. Withdrawals include electronic withdrawals and any other method of debiting your DCU Account that DCU makes available. Funds from the Program Deposits will generally be available to you on the same day you make a withdrawal request. In the event that DCU does not receive enough funds to cover your entire withdrawal request (if, for example, Receiving Financial Institutions fail to send funds as instructed by Stable or Receiving Financial Institutions are closed due to holidays or other events), the funding of all or a portion of your withdrawal requests could be delayed.
- b. You agree that DCU may cause your Program Deposits to be withdrawn from the Receiving Financial Institutions at any time in any amount: (a) as required or authorized under these Terms and Conditions or your other agreements with DCU; (b) to satisfy the requirements of any applicable law, rule, or regulation applicable to you, your funds, or any account (including without limitation the Program Deposit(s)); (c) to satisfy any overdraft or other liability owed to DCU under these Terms and Conditions or your other agreements with DCU; or (d) as otherwise authorized by applicable law, rule, or regulation applicable to DCU. DCU may set-off and charge against your DCU Account or Program Deposits, any liability, obligation, or indebtedness that you owe to DCU, including without limitation any line of credit, loan, or other extension of credit made by DCU to you and the amount of any fees and charges owed by you to DCU, in accordance with applicable law. DCU may, but is not obligated to, satisfy any transfer using funds of DCU or otherwise to extend or grant credit (including intra-day credit) to accomplish any transfer request or order related to the Program.

## 7. Ability to Exclude Receiving Financial Institutions

- a. At any time, you can visit DCU's website or contact DCU to obtain the most recent list of Receiving Financial Institutions. While Stable will cooperate with DCU to select appropriate Receiving Financial Institutions, once funds of Members are allocated, Stable will not be able to modify the selection of Receiving Financial Institutions due to the needs of any particular Member without making such change for all Members.
- b. You can obtain publicly available financial information concerning any of the Receiving Financial Institutions at:
  - i For FDIC-insured Receiving Financial Institutions: visit [www.ffiec.gov/NPW](http://www.ffiec.gov/NPW) or by contacting the FDIC Public Information Center by mail at 3501 North Fairfax Drive, Room E-1005, Arlington, VA 22226 or by phone at 877-ASK-FDIC (877-275-3342).
  - ii For NCUA-insured Receiving Financial Institutions: visit <https://mapping.ncua.gov/ResearchCreditUnion.aspx> or by contacting the NCUA Consumer Assistance Center by mail at 1775 Duke Street, Alexandria, VA 22314 or by phone at 800-755-1030.

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

## 8. Your Responsibility to Monitor Your Deposit or Investment Options.

Neither Stable nor DCU has any obligation to monitor your accounts or make recommendations about, or changes to, the Program that might be beneficial to you. As returns on the Program Deposits, your personal financial circumstances and other factors change, it may be in your financial interest to change your deposit instructions. You may determine what options are available and the current rates and returns thereon at any time by visiting DCU's website or contacting us in any of the ways listed under "Contact Us".

## 9. Allocations to Receiving Financial Institutions.

- a. Stable establishes an omnibus Program Deposit Account on behalf of DCU and other sending institutions. You authorize DCU to act as your agent and DCU authorizes Stable to act as its agent at each Receiving Financial Institution holding your funds. The Program Deposit Account constitutes a direct obligation of the Receiving Financial Institution and is not directly or indirectly an obligation of Stable or DCU. In the event a Receiving Financial Institution rejects additional deposits, withdraws entirely, or is terminated from participation, then you authorize and direct DCU and Stable, as an agent of DCU, to move your deposits to another Receiving Financial Institution.
- b. A list of the current Receiving Financial Institutions is available on DCU's website or by contacting us in any of the ways listed under "Contact Us". Each Receiving Financial Institution is a separate FDIC- or NCUA-insured financial institution. Each Receiving Financial Institution has a target level of deposits that it wishes to accept through the Program. Stable may include additional Receiving Financial Institutions to expand the capacity available to underlying customers of the Sending Institutions, including DCU. Receiving Financial Institutions may decide to no longer participate in the Program, or may be removed by Stable for no longer satisfying Program requirements. You cannot specify an amount of funds to be allocated to specific Receiving Financial Institutions.
- c. The Program allows DCU the ability to provide its Members, including you, with access to the Program without having to disclose any personally identifiable information to Stable. As a result, Stable maintains in its records only an omnibus account titled "DCU for the exclusive benefit of its Members, acting for themselves and/or acting on a fiduciary capacity for others". Each Member's account balance, including yours, will be allocated to each selected Receiving Financial Institution in the same proportion that the total balance of DCU's Business Earn More customers is allocated to each Receiving Financial Institution.

## 10. Interest and Dividends

- a. As explained in this section, the DCU Account is a product which pays both interest and dividends. In these Terms and Conditions, the DCU Rate Sheet, and related documents, we may refer to "interest" and "interest rate" as "dividend" and "dividend rate", respectively, and vice versa. Your Program Deposits may earn interest (from Receiving Financial Institutions, such as banks and some credit unions, which pay interest) or dividends (from Receiving Financial Institutions, such as some credit unions, which declare dividends), or a combination of the two. The dividends paid to you on funds in your DCU Account that exceed the Maximum Program Deposit Amount are paid by DCU.
- b. The current interest (dividend) rate and the corresponding Annual Percentage Yield or "APY" (annualized rate based on the applicable rate and the compounding period) are provided to you on a separate DCU Rate Sheet at the time of opening your DCU Account, which is incorporated in these Terms and Conditions and may be amended from time to time by posting on DCU's website and providing any other notice, as permitted and/or required by applicable law. The current interest (dividend) rate and APY are always available on our website or by contacting us in any of the ways listed under "Contact Us". The interest (dividend) rate and APY may change after account opening. The interest (dividend) rate and APY may change at any time at DCU's discretion. There are no limitations on the amount by which the rate may change. There is generally no minimum period that your money must remain on deposit, and there is no penalty for withdrawal of your entire balance, or any part thereof, at any time. If your DCU Account is closed before interest (dividends) is credited, you will not receive the accrued interest (dividends). Interest (dividends) is compounded and credited monthly. The daily balance method shall be used to determine the amount of interest (dividends) paid. This method applies a daily periodic rate to the principal in the account each day. Interest (dividends) begins to accrue no later than the "day of deposit" (as this term is defined in Section IV, Availability of Funds and Collection of Checks of DCU's Business Account Agreement) into the DCU Account for your deposited cash and noncash items (for example, checks). Specifically regarding dividends, dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.
- c. The interest (dividend) rate may be higher or lower than the rates available to depositors making deposits directly with Receiving Financial Institutions or with other depository institutions in comparable accounts. You should compare the terms, interest (dividend) rates, required minimum amounts, charges, and other features of the DCU Account with other accounts and investment alternatives.

## **11. Fees.**

Each Receiving Financial Institution pays to Stable a fee for its services related to your funds held in the Program at that particular Receiving Financial Institution. DCU may also receive a fee for its services related to the Program and such fees may reduce the rate on the DCU Account. Fees that may be imposed in connection with the DCU Account are disclosed on DCU's Schedule of Fees and Service Charges, a copy of which has been provided to you separately, and you agree to pay any fees and/or charges disclosed to you that DCU may impose related to the DCU Account.

## **12. Account Statements.**

You will receive a periodic account statement from DCU. Interest and dividends earned for the period covered will be displayed as a combined amount labeled as "dividends." You will not receive a separate statement from the Receiving Financial Institutions. You should retain all account statements.

## **13. Tax Reporting.**

Similar to dividends paid by DCU, the interest you receive from your Program Deposits is generally fully subject to state and federal tax. To the extent required, an IRS Form 1099 will be sent to you by DCU each year, showing the amount you have earned from your DCU Account. You will not receive a Form 1099 if you are not a citizen or resident of the United States.

# **III. Other Terms**

## **1. Termination.**

At DCU's sole discretion, and without any prior notice to you, subject to applicable law, DCU may close your DCU Account. You understand that, at any time, you may close your DCU Account. If your DCU Account is closed, your Program Deposits will be returned to DCU and distributed out to you by either, at DCU's sole discretion, depositing such funds into another DCU account or sending to you a check.

## **2. Arbitration and Class Action Waiver.**

The resolution of any disputes or claims between you and DCU related to these Terms and Conditions is subject to the Arbitration part of DCU's Business Account Agreement.

## **3. Other Agreements.**

You understand that your access to, and use of, the DCU Account and DCU's related products and services, including without limitation the Program, will remain subject to the terms and conditions of all existing agreements between you and DCU, including without limitation, DCU's Business Account Agreement. These Terms and Conditions are incorporated into DCU's Business Account Agreement by this reference. Please review our other agreements with you, as applicable, for important information about your rights and responsibilities.





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