

AMOCO FEDERAL CREDIT UNION – ALTERNATIVE DISPUTE RESOLUTION AGREEMENT

1. Agreement; General. These terms and conditions of your Account, any Account agreement, signature card, or other acknowledgments or documents you sign, and any disclosure statements we provide you concerning fees related to your Account or related services, and any disclosure statements or other agreements we have concerning services related to your Account constitutes your Account agreement (the “ADR Agreement”). The words “AMOCO Federal Credit Union” “Credit Union,” “we,” “our,” “us” or “Company,” mean AMOCO Federal Credit Union and its subsidiaries and their affiliates together with any Credit Union or other financial services entity that is acquired (in whole or in part) by merger or other acquisition which operates under an existing name until integrated into AMOCO Federal Credit Union. The words “you” or “your” mean the Account holder(s), the Account holder’s authorized representatives, and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the Account. To the extent any disclosure statements or other agreements we have concerning services related to your Account conflict with these terms and conditions, the provisions in these terms and conditions will control, except that disclosure statements and agreements with specific terms relating to specific products and services will control those specific products and services. Despite the foregoing, the provisions of these terms and conditions regarding alternative dispute resolution, settlement conference, mediation, arbitration, waiver of jury trial, and waiver of class action shall control over any conflicting language in any disclosure statement or other agreement we have concerning your Account or your relationship with the Credit Union. This ADR Agreement defines your relationship with the Credit Union and your responsibilities concerning your Account. This ADR Agreement covers any and all share Accounts you have or ever had with us from time to time and by whatever name or description, including, but not limited to, checking, money market, and savings (each, an Account and collectively, the Accounts). By opening your Account, signing or otherwise authenticating the Account opening documentation, conducting any transactions involving your Account or by maintaining your Account after this ADR Agreement is made available to you, you agree to the terms of this ADR Agreement. This ADR Agreement also includes any new or amended provisions and disclosures we may provide concerning your Account.

Read this ADR Agreement and all other applicable documents governing your Account and save them for future reference. You can also obtain additional copies of this ADR Agreement or any subsequent version at any branch location, at the Credit Union’s website at www.amocofcu.org or by calling 1-800-231-6053. A list of the Credit Union’s locations can be found on the Credit Union’s website. As new types of Accounts are created or as rules or laws change or for various other reasons, this ADR Agreement may be changed from time to time in the future. Certain provisions may be added to or amended or certain provisions in the ADR Agreement may be deleted. We generally try to send you any notice of changes as required under applicable law. The most current version of the ADR Agreement will supersede all prior versions, and you will have been deemed to have accepted and agreed to all of the terms in the new Agreement if you continue to use your Account or keep it open after the effective date of such new version of the ADR Agreement. You agree we can provide subsequent versions of these terms and conditions and other disclosures to you by placing same on our website or by making copies available in our branch lobbies, and you agree that you will be bound by such subsequent versions. It is your duty to review such periodic subsequent versions. This ADR Agreement cannot be changed or modified orally. This ADR Agreement and/or the Membership and Account Agreement may contain provisions on specific products that AMOCO Federal Credit Union may not currently offer but AMOCO Federal Credit Union may offer in the future. By using your Account, you agree to this ADR Agreement and to also agree to be bound by the Membership and Account Agreement.

Our relationship will be defined by this ADR Agreement, unless otherwise expressly agreed in writing, and the relationship with you will be that of debtor and creditor. No fiduciary, quasi-fiduciary or any other special relationship exists between you and us. Any internal policies or procedures, if any, that we may maintain in excess of reasonable commercial standards and general banking usage are solely for our own benefit and shall not impose a higher standard of care than otherwise would apply in their absence. There are no third-party beneficiaries to this ADR Agreement. Except where prohibited by law, the Credit Union reserves the right to refuse to open (or to close) an Account for any reason. The Credit Union also reserves the right to close an Account for any reason at any time except as prohibited by law. If this Account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

2. Alternative Dispute Resolution (ADR) Provisions, Settlement Conference. While the Credit Union would prefer to resolve all possible disputes between us through its regular customer service channels, there may come a time where you have a dispute with the Credit Union. You agree to try to resolve any possible dispute you have with the Credit Union in Galveston County prior to initiating arbitration or prior to filing any litigation by agreeing to attend an in-person settlement conference, and if that does not resolve the dispute, to non-binding mediation. Such a settlement conference generally contemplates an in-person meeting where both sides try to meet to resolve the applicable issues and exchange documents and information in an effort to try to resolve the dispute. The Credit Union wants to learn the reasons and underlying facts regarding the dispute prior to incurring fees and costs in an arbitration or litigation

proceeding. If you do not go to an in-person meeting, you agree you will not seek to recover future attorneys' fees and costs from the Credit Union. Such a meeting contemplates that both parties will act in good faith and negotiations shall remain confidential and all costs and expenses associated with the settlement conference shall be paid by the party incurring such costs or expense.

Mediation. If the parties are unable to reach a resolution at a settlement conference, before you file a claim in an arbitration process or before you file a lawsuit, you also agree to make a second effort to try to resolve the dispute by attending a non-binding mediation in Galveston County. Either you or the Credit Union may request a mediation upon written notice to the other party, and the parties agree to work together to schedule a mediation with a neutral mediator within forty-five (45) days of such a request being given. The Credit Union hereby generally agrees that you may select a mediator of your choice, but the mediator must be qualified to serve as a mediator and not be biased. The mediation shall occur in the federal judicial district where we maintain your Account. Both sides will each equally pay one-half (1/2) of the mediation costs to the mediator. Each side will pay for their own attorney's fees, costs, and expenses. If you do not attend this mediation, you agree you will have waived any claim to seek recovery of attorneys' fees and costs from the Credit Union.

Binding Arbitration. If a settlement conference or mediation is unsuccessful, you agree that any dispute, claim, or controversy of any kind between you and the Credit Union (whether it arises out of or relates to this ADR Agreement, or to your Account, or any transactions involving your Account, or any service or product related to your Account or the business dealings between us and you) either you or the Credit Union can choose to have that dispute resolved by binding arbitration in Galveston County. If not in Galveston County, it will occur in Harris County. This arbitration provision limits your ability to litigate claims in court and waives your right to a jury trial. You should review this section carefully. You will not have the right to participate in a class action lawsuit, either as a class representative or member of any class of claimants for any claim you may believe you have against the Credit Union. Arbitration is a proceeding in which disputes are decided by one or more neutral arbitrators who issue a binding ruling in the form of an award. That award can then become a judgment entered by a court of competent jurisdiction. You and we understand that discovery and other procedures in arbitration may be more limited than discovery in court proceedings and that the ability to modify, vacate, or appeal an award by an arbitrator(s) is strictly limited.

You and we agree, upon written demand made by you or us, to submit to binding arbitration all disputes, controversies, and claims, whether based on contract, fraud, tort, intentional tort, statute, regulation, constitution, common law, equity, or any other legal basis or theory, and whether pre-existing, present, or future, that arise out of or relate to: (a) the Membership and Account Agreement, this ADR Agreement, your Account, any transaction involving your Account, any service or product related to your Account, or any advertisements, promotions, representations or oral or written statements related to this ADR Agreement or your Account; (b) the relationships that result from the Membership and Account Agreement and this ADR Agreement (including, to the fullest extent permitted by applicable law, relationships with third parties who are not parties to this ADR Agreement or this arbitration provision); (c) your relationship with us that relates to this ADR Agreement or any other agreement or relationship or dealings that you have with us that is not also subject to a different agreement to arbitrate; (d) the dealings between the parties; or (e) the validity, interpretation, scope or enforceability of this ADR Agreement or the interpretation or scope of the Arbitration Clause (collectively, a "Claim"). All parties retain the right to seek relief in a small claims court for disputes or claims within the jurisdictional limits of the small claims court. At the option of the first to commence arbitration, you or we may choose to have the arbitration conducted by JAMS ADR (JAMS) or the American Arbitration Association (AAA), or you and we may agree upon a different arbitrator. In any event any arbitration under this ADR Agreement shall be conducted in writing in accordance with the AAA Rules (Rules). You agree that this arbitration provision is made pursuant to a transaction involving interstate commerce, and the Federal Arbitration Act (the FAA) shall apply to the construction, interpretation, and enforceability of this ADR Agreement notwithstanding any other choice of law provision contained in this ADR Agreement.

Either you or we may initiate arbitration by giving written notice of the intention to arbitrate to the other party and by filing notice with JAMS or the AAA in accordance with the Rules in effect at the time the notice is filed. The notice shall set forth the subject of the dispute and the relief requested at a minimum. The demand for arbitration may be made before or after commencement of any litigation. You should contact the AAA at 800-778-7879 or www.adr.org or JAMS at 800-352-5267 or www.jamsadr.com for more information about arbitration. If for any reason the AAA or JAMS is unable or unwilling to serve as arbitration administrator, or you and we are unable to agree on another arbitrator, we will substitute another national or regional arbitration organization. Demand for arbitration under this ADR Agreement must be made before the date when any judicial action upon the same Claim would be barred under any applicable statute of limitations; otherwise, the Claim also is barred in arbitration. Any dispute as to whether any statute of limitations, estoppel, waiver, laches, or similar other doctrine bars the arbitration of any Claim shall be decided by arbitration in accordance with the provisions of this ADR Agreement.

You cannot join together in a dispute with anyone other than persons who use your Account, although this limitation does not

affect the ability of a purely governmental entity to institute any enforcement action. Even if other people have disputes similar to a dispute that you and we have, those people and their disputes cannot be part of any arbitration between you and us. A Claim by, or on behalf of, other persons will not be considered in, joined with, or consolidated with, the arbitration proceedings between you and us, and a Claim may not be arbitrated on a class action, private attorney general, shareholder derivative suit, or other representative basis. Notwithstanding anything to the contrary in this ADR Agreement, any dispute regarding the prohibitions in this paragraph or about the enforceability of the arbitration clause shall be resolved by a court and not by the arbitrator(s). Where the aggregate of all Claims by both you and us does not exceed \$250,000, any expedited procedures provided in the Rules ("Expedited Procedures") shall apply and a single arbitrator shall decide the Claims. Where the aggregate of all Claims by both you and us exceeds \$250,000, a panel of three (3) arbitrators shall decide all Claims. Each arbitrator, whether or not acting under Expedited Procedures, shall be an active member in good standing of the bar for any state in the continental United States and shall be either: (a) actively engaged in the practice of law for at least 5 years; or (b) a retired judge. You and we agree that the arbitrator(s): (a) shall limit discovery to non-privileged matters directly relevant to the arbitrated Claim; (b) shall grant only relief that is based upon and consistent with substantial evidence and applicable substantive law; (c) shall have authority to grant relief only with respect to Claims asserted by or against you individually; and (d) shall provide a brief written explanation of the basis for the award upon the request of either party, and shall make specific findings of fact and conclusions of law to support any arbitration award that exceeds \$25,000.

Upon written request by you, for claims up to \$50,000, we will pay to the AAA or JAMS the portion of the arbitration filing fee that exceeds the cost of filing a lawsuit in the federal court where you live. Upon written request by you, we may elect, at our sole discretion, to pay or advance some or all of any remaining arbitration fees and other costs. The arbitrator will decide whether we or you ultimately will be responsible for paying any filing, administrative or other fees in connection with the arbitration. If you are the prevailing party in the arbitration, the arbitrator(s) may order us to pay your reasonable and necessary attorney, expert or witness fees (provided you did not waive this right and provided you attended the initial settlement conference and mediation). Any arbitration proceedings shall be conducted in the federal judicial district where we maintain your Account. If the Credit Union prevails, the arbitrator will order you to pay the Credit Union's reasonable and necessary attorney, expert or witness fees. Judgment upon any award rendered in arbitration may be entered in any court having jurisdiction.

WAIVER OF JURY TRIAL; VENUE. THIS PROVISION LIMITS YOUR RIGHTS TO A JURY TRIAL. YOU SHOULD REVIEW THIS SECTION CAREFULLY. IF: (A) NEITHER YOU NOR WE SEEK TO COMPEL ARBITRATION OF ANY DISPUTE WE HAVE RELATED TO THE MEMBERSHIP AND ACCOUNT AGREEMENT, THIS ADR AGREEMENT, YOUR ACCOUNT, OR ANY TRANSACTIONS INVOLVING YOUR ACCOUNT; OR (B) SOME OR ALL OF THE ARBITRATION CLAUSE IS UNENFORCEABLE AND WE ARE IN A DISPUTE IN A COURT OF LAW, THEN EACH OF US AGREES TO WAIVE ANY RIGHT WE MAY HAVE TO A JURY TRIAL TO THE EXTENT ALLOWABLE UNDER THE LAWS OF THE STATE THAT GOVERN THE MEMBERSHIP AND ACCOUNT AGREEMENT OR THIS ADR AGREEMENT. IN OTHER WORDS, YOU HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO YOUR ACCOUNT OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY YOU, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. THE CREDIT UNION IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY YOU. IF LITIGATION COMMENCES, YOU MUST FILE A LAWSUIT IN GALVESTON COUNTY, TEXAS.

CLASS ACTION WAIVER. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY AGREE THAT ANY CLAIM, LITIGATION OR ARBITRATION ARISING OUT OF ISSUES RELATING TO YOUR ACCOUNT OR ANY OTHER DISPUTE OR CONTROVERSY BETWEEN YOU AND US REGARDING YOUR ACCOUNT WILL NOT PROCEED AS PART OF A CLASS ACTION AND YOU AND THE CREDIT UNION HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE ANY RIGHT TO PROCEED IN ANY CLASS ACTION OR SERVE AS A CLASS REPRESENTATIVE.

Attorneys' Fees and Other Legal Fees. In any action between you and us regardless of whether it is proceeding in court or in arbitration, the prevailing party shall recover their attorneys' fees, costs and expenses (provided you did not waive this right and provided you attended the initial settlement conference and mediation).

Agreed Statute of Limitation. Except as otherwise prohibited under applicable law, you agree to bring a Claim against the Credit Union regarding your Account within the lesser of two (2) years of when a potential cause of action accrues or the minimal amount as allowed in your state if your state limits shortening a statute of limitations in a contract. This provision is intended to contractually limit a possible longer statute of limitation that may apply on a claim you may have against the Credit Union.

Amendments and Termination. We may change any term of this ADR Agreement. For other changes, we agree to provide you

notice of any amendment (except an amendment benefitting you) at least thirty (30) days, or a longer period if required by law, before that amendment becomes effective by mailing you notice of the amendment to the last address shown on our records, by delivering the notice electronically, including via email, by making the notice available with the periodic statement of your Account (as applicable), by posting notice of the amendment in a branch or other offices, or by posting notice of the amendment on www.amocofcu.com (or any subsequent official Credit Union website) or on the Credit Union's mobile banking platform (if applicable). You agree that it is your responsibility to review the Website periodically for any amendments or a subsequent version. We may, but are not required to give you notice if the amendment will be to your benefit. If there is more than one Account owner, we may send the notice of amendment to only one of you. By continuing to maintain your Account, conducting a transaction or obtaining services or products relating to the Membership and Account Agreement, this ADR Agreement or your Account after the amendment becomes effective, you agree to the amendment or subsequent version of this ADR Agreement. No amendment of this ADR Agreement is enforceable against us unless it is signed by the Credit Union's general counsel. No practice or course of dealing in connection with the Account which is at variance with this ADR Agreement shall constitute a waiver, modification, or amendment of this ADR Agreement.