

COIN & CURRENCY SERVICES SCHEDULE
TO THE MASTER AGREEMENT COVERING FINANCIAL SUPPORT SERVICES
BETWEEN
MILLENNIUM CORPORATE CREDIT UNION

AND

_____ **CREDIT UNION**

DATED _____, 20____

A Schedule effective as of the ____ day of _____, 20__ (the "Effective Date"), by and between Millennium Corporate Credit Union, a Kansas credit union with its principal office at 8615 Frazier, Wichita, KS, 67212 (the "Corporate"); and _____, a _____ (State/Federal Chartered) credit union with its principal office at _____ (the "Credit Union").

This Agreement involves deposit and payment activity through Credit Union's account at Corporate designated as _____ (the "Credit Union Account").

This Schedule shall control arrangements between Credit Union and Corporate for coin and currency orders and deposits made by or through Corporate, which transfers include (i) coin and currency requests from and deposits to a vault owned and operated by the Federal Reserve Banks; (ii) coin and currency requests from and deposits to a vault owned and managed by the Corporate. Coin and currency request shall be entered on Corporate's Internet-based system by Credit Union or Credit Union may initiate requests by telephone.

- a. Coin and Currency Orders. Credit Union authorizes Corporate to order currency through the Federal Reserve Bank or a vault owned and managed by Corporate located at an armored car provider on their behalf and furthermore authorizes Corporate to deliver said currency through a third party armored car provider of Credit Union will enter into a separate agreement with a third party armored car provider for transportation. Orders shall be initiated via an authorized Corporate Internet delivery system or by telephone. Credit Union is responsible for maintaining a current list of authorized individuals to request coin and currency orders.
- b. Cut-Off Time. The cut-off time for receipt and processing of coin and currency orders shall be 12:00 p.m. Central Time on each Business Day. Generally, all coin and currency orders received by Corporate prior to the cut-off time will be executed by Corporate on that Business Day. The same cut-off time shall be applicable to communications canceling or amending a previously transmitted coin and currency order. In its sole discretion, Corporate may either execute or accept a coin and currency order, cancellation or amendment received after the cut-off time or it may treat such coin and currency order, cancellation or amendment as received at the opening of the next Business Day. Corporate shall utilize its best efforts to accept or execute coin and currency orders, cancellations or amendments thereof received after the cut-off time, but it shall not be obligated to do so.

- c. Amendments or Cancellations of Coin and Currency Orders. Amendments or cancellations of coin and currency orders shall be made in the same manner and subject to the same as the coin and currency order. No amendment or cancellation shall be effective unless it is received by Corporate at a time and in a manner giving Corporate a reasonable opportunity to act before Corporate has processed a coin and currency order. After Corporate has processed a payment order, no amendment or cancellation will be effective without the express approval of Corporate.
- d. Payment by Credit Union. Credit Union shall be obligated to pay Corporate for all coin and currency orders for which Credit Union is the recipient. Corporate shall not be obligated to accept any coin and currency order which will overdraw Credit Union's designated account. In the event Corporate elects, in its sole discretion, to accept a coin and currency order which will result in an overdraft, the overdraft shall be due and payable immediately without the need for a demand by Corporate, at the earliest of the following times: (1) At the end of the Funds Transfer Business Day; (2) at the time Corporate, in its sole discretion, deems itself insecure and gives notice thereof to Credit Union; or (3) at the time Credit Union suspends payments or is closed.
- e. Delivery. Corporate does not represent or guarantee that any schedule shall be met or that shipments be delivered in time for any particular market. Corporate shall not be liable for failure to perform services hereunder where such failure is caused, directly or indirectly, by any causes or events beyond the reasonable control of Corporate or by the third party armored car provider.
- f. Currency. Currency and coin is provided through the Federal Reserve Bank System. Corporate cannot be responsible for the quality of the currency provided. Corporate makes no guarantee of availability of special coin request (i.e. state quarters).
- g. Governing Law. Corporate and Credit Union agree that the provisions of this Schedule and Credit Union's rights and obligations with respect to the subject matter hereof shall be governed by and construed in accordance with Kansas Law.
- h. Charges and Fees. Credit Union shall pay Corporate the charges for the services provided for herein as set forth in the schedule of charges provided by Corporate, as such charges may be modified by Corporate from time to time. Corporate will notify Credit Union in writing of price changes at least thirty days prior to implementation for changes in Millennium pricing. All other pass through fees are processed directly via the armored car provider and are subject to change without prior notification. However, Corporate will do everything in its power to notify members of changes in armored car pricing prior to implementation.
- i. Amendment. From time to time, Corporate unilaterally may amend any of the terms and conditions contained in this Schedule, or any schedule or notice provided for herein. Such amendments shall become effective upon receipt by Credit Union of notice of the amendment or on such later date as may be stated in Corporate's notice to Credit Union.
- j. No Assignment. The rights and obligations of either party under this Schedule may not be assigned without the prior written consent of the other party.

- k. Cancellation. This Schedule may be terminated with 30 days written notice by Corporate or Credit Union. However, any such notice shall be effective upon receipt upon default by either party.
- l. Notices. A written notice required hereunder shall be effective when received by the party to which such notice is directed. Notices shall be addressed to a party at the address specified in the heading of this Schedule and deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, or by actual hand delivery. All notices or other correspondence shall be deemed received at the earlier of actual receipt or seventy-two (72) hours after deposit with the U.S. Postal Service as specified herein.
- m. Additional Security Interest. With respect to the obligations of Credit Union to Corporate arising hereunder, Credit Union agrees that those obligations shall be additional obligations of Credit Union subject to that first priority security interest in all collateral described in any Credit and Security Agreement between Credit Union and Corporate which is in effect prior to the date on which Corporate executes this Schedule.
- n. Entire Schedule; Partial Invalidity. This Schedule (including the schedules referenced herein) is the complete and exclusive statement of the agreements between Corporate and Credit Union with respect to the subject matter hereof and shall supersede any existing agreement between Credit Union and Corporate covering coin and currency orders. Each provision of this Schedule shall be treated as separate and independent from any other provisions and shall be enforceable notwithstanding the invalidity of enforceability of any such other provision.

EXCEPT AS MAY OTHERWISE BE PROVIDED BY LAW, IN NO EVENT SHALL CORPORATE BE LIABLE TO CREDIT UNION FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR ANY OTHER SIMILAR DAMAGES RESULTING FROM LATE OR IMPROPER EXECUTION OR FAILURE TO EXECUTE A COIN AND CURRENCY ORDER.

CREDIT UNION AND CORPORATE AGREE THAT THIS SCHEDULE IS THE FINAL EXPRESSION OF THE AGREEMENT BETWEEN CREDIT UNION AND CORPORATE AND THIS SCHEDULE MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR ORAL AGREEMENT OR OF A CONTEMPORANEOUS ORAL AGREEMENT BETWEEN CREDIT UNION AND CORPORATE.

The undersigned officer for and on behalf of Credit Union hereby certifies, represents, and warrants that (s)he has been duly authorized to execute this Schedule for and on behalf of Credit Union.

<p>DATED THIS _____ DAY OF _____, _____.</p> <hr/> <p>CREDIT UNION</p> <p>BY: _____</p> <p>TITLE: _____</p>
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DATED AT **MILLENNIUM CORPORATE CREDIT UNION** AT WICHITA, KANSAS THIS ____ DAY
OF _____.

BY: _____

TITLE: _____