

VANTAGEPOINTS™ NETWORK RULES:

These Rules set forth the terms of the *VantagePoints™ Network* ("Program"), and Utilities Employees Credit Union ("UECU") has no obligation with respect to the Program beyond those described in these Rules. Participation in the Program is subject to the terms and conditions, rules, regulations, policies and procedures ("Program Rules") UECU may, at its discretion, adopt from time to time. UECU may amend the Program Rules at any time without notice. UECU has the sole discretion to interpret and apply the Program Rules. UECU reserves the right to cancel, modify, restrict, or terminate the Program, or any aspects or features of the Program at any time without prior notice.

Eligibility

UECU members in good standing are eligible to participate in the Program and will be automatically enrolled. Members under age 18 are not eligible to participate in the Program. Existing members who have caused UECU a loss are not eligible to participate in the Program. A member may elect not to participate in the Program by notifying UECU of non-participation via e-mail at advantages@uecu.org or by calling UECU at (800)-288-6423. Participation in the Program, including the ability to earn and redeem *VantagePoints™* ("Points"), may be suspended at UECU's sole discretion if a member becomes 30 days delinquent on any UECU loan, line of credit or VISA® card account. Participation in the program, including the ability to earn points or redeem points, will be revoked if a member causes UECU a loss.

Earning *VantagePoints™*

Eligible participants will be able to earn Points by using the following UECU products and services:

1. *VISA® Power Card™* – One (1) point is earned for each \$1 dollar of purchases, cash advances, balance transfers and convenience check advances you make with your UECU *VISA® Power Card™* (excluding PIN-based transactions) during each month. Points will be deducted for any returns, credits or adjustments made on your *VISA® Power Card™*. You will earn points on all cards associated with your UECU *VISA® Power Card™* account. Eligible transactions made on a new *VISA® Power Card™* account will earn double points in the first 30 days after you receive your new cards. If you activate your new *VISA® Power Card™*, within the first 90 days after the issue date, you will receive 500 bonus points. If you make your first purchase, cash advance or balance transfer (excluding PIN-based transactions) within 90 days after your new card issue date, you will receive an additional 2,500 bonus points. For joint cardholder accounts, bonus activation and bonus first transaction points apply only to first card to activate or transact. If a member meets the requirements and is approved for a *Connections™ VISA® Power Card™* they will receive 1,000 bonus *VantagePoints™*. Balance transfers from another UECU credit card or UECU line of credit are not considered in awarding *VantagePoints™*. *VISA® Gold*, and *Home Equity VISA® Platinum* cards are not eligible to participate in the Program. Points are posted to your Available Points balance on the last business day of the month.
2. *Advantages VISA® Check Card™* - One (1) point is earned for each \$2 on signature purchases you make with your UECU *Advantages VISA® Check Card™* during each month. ATM and other PIN based purchases or transactions are not eligible to earn points. Points will be deducted for any returns, credits or adjustments made on your *Advantages VISA® Check Card™*. You will earn points on all *Advantages VISA® Check Cards™* associated with your Checking account. Eligible transactions made on a new *Advantages VISA® Check Card™* account will earn double points in the first 30 days after you receive your new cards. If you activate your new *Advantages VISA® Check Card™*, within the first 90 days after the issue date, you will receive 500 bonus points. If you make your first purchase (excluding PIN based purchases) within 90 days after your new card issue date, you will receive an additional 2,500

bonus points. *Advantages Access Cards™* are not eligible to participate in the program. Points are posted to your Available Points balance on the last business day of the month.

3. Deposit Account Balances – Each quarter, points are earned based on the aggregate average daily balance for deposit accounts within your membership number. You earn points according to the formula for the tier that corresponds to your aggregate average daily balance calculation. Tier 1 = \$ 0.00 to \$9,999.99 and earns one (1) point for every \$200. Tier 2 = \$ 10,000.00 to \$49,999.99 and earns one (1) point for every \$160.00. Tier 3 = \$50,000.00 and over and earns one (1) point for every \$140.00. Fractional points will be rounded to the nearest whole point. Negative account balances are excluded from the calculation of average daily balance. Points are posted to your Available Points balance on the last business day of the quarter.

4. Line of Credit Outstanding Balances – Each quarter, points are earned based on the aggregate average daily outstanding balance on your Home Equity Line of Credit, Home Equity VISA® Platinum and Personal Lines of Credit within your membership number. Other VISA® card outstanding balances do not qualify. One (1) point is earned for each \$20 that corresponds to your aggregate average daily outstanding balance calculation for the calendar quarter. Fractional points will be rounded to the nearest whole point. Points are posted to your Available Points balance on the last business day of the quarter.

5. New Members and New Member Referrals – You will earn 500 points for becoming a member of UECU as the primary owner on your initial UECU share account. Points are posted to your Available Points balance on the last business day of the month your member application and opening deposit are processed by UECU. You earn 500 points for referring a qualified individual for membership in UECU. For new member joint accounts, referral points apply only to the primary owner. The prospective member must submit a complete membership application and \$5.00 membership share deposit. Your name and phone number must be listed on the membership application as a referring member in order to earn points. Points for referrals are posted to your Available Points balance on the last business day of the month the referred member's application and opening deposit are processed by UECU.

6. E-Services – Points are earned if you sign up for and use the following E-services. Earn 250 points by signing up for and activating a Direct Deposit or Payroll Deduction deposit. Points are awarded after the first electronic deposit is received. Earn 250 points by signing up for and activating *Advantages Online™* banking service. Points are awarded after completion of your first *Advantages Online™* financial transaction. Earn 250 points by signing up for and activating *Advantages Bill Pay™* service. Points are awarded after the first bill is paid online. Earn 250 points for signing up to receive *e-Statements*. You may access the *e-Statement* Preferences icon by entering *Advantages Online™* banking service. Receive 500 additional points with the E-Services Package, whereby all four E-services are activated within a 60 day period. E-Services points are posted to your Available Points balance on the last business day of month the required transaction was made or service activated (except for *Advantages Bill Pay™* service, which is the following month). E-services Package points are posted to your Available Points balance on the last business day of the month following the month in which the last of four E-Service requirements was finalized.

7. Reaching Eligible Age – A primary member on a share savings account will receive a reward of 500 points upon reaching the age of 18 in order to get started in the *VantagePoints™ Network* program. All other normal eligibility requirements apply in order to receive these points. Points are posted to your Available Points balance on the last business day of the month.

VantagePoints™ Network participation begins on June 1, 2007. Point earning activities completed before June 1, 2007, do not qualify for points. The calculation period for aggregate average daily balance on Deposit Balances and aggregate average daily outstanding balances on Home Equity/Personal Lines of Credit will be on a calendar quarter basis. In addition to the points described in 1 through 6 above, UECU may also award bonus points from time to time, at UECU's sole discretion, in connection with certain transactions and/or promotions. A participant's ability to earn all types of points is capped at 100,000 points annually.

Tracking *VantagePoints™*

Points earned are calculated and tracked by UECU. Points earned will be shown on your monthly or quarterly account statement. You are responsible for ensuring that your points are properly credited. If proper credit does not appear on your account statement within a reasonable time after the month your card transaction or E-service transaction was made or after quarter end for deposit and loan balance points, you should contact a Member Service Representative. You are responsible for advising UECU of any change of address or email address. If you are owner on a membership account and are a named owner on another individual or joint account, you can elect to transfer your points to your other member number. Points are considered earned when they are posted to the membership account. Points earned will be updated monthly for card transactions, membership services and E-services and quarterly for loan and deposit account average balances. Points will expire five (5) years from the last day of the month in which they are posted. Points redeemed and points expired will be tracked on a first-in, first-out process. For redemptions, inquiries, and updates members may:

- Log into *Advantages Online™* banking service at <http://www.uecu.org> and select *VantagePoints™ Network* from the menu bar, 24 hours a day, seven days a week.
- Call (800)-288-6423 to speak to a UECU Member Service Representative during normal business hours.

Redeeming *VantagePoints™*

Cash Back – Program participants can redeem points for Cash Back in the following amounts: 5,000 points = \$25; 10,000 points = \$50; 15,000 points = \$75; and 20,000 points = \$100. Other whole dollar amounts, in \$25 increments, are available upon request at the same conversion ratio. Cash Back rewards will be deposited into your UECU share savings account upon completion of your redemption request. All redemptions are final. Cash Back rewards may be subject to tax liability.

Loan Rate Discount – Program participants can redeem points for a loan rate discount on new loans. 10,000 points is required to redeem a .25% loan rate discount. UECU will verify the number of member points available at time of loan approval. Loan application is subject to normal credit underwriting and approval. Loan Rate Discount is limited to a maximum of .25% per loan. Loan Rate Discount cannot be used on a VISA® *Power Card*, Home Equity Line of Credit, Home Equity VISA® Platinum, Personal Line of Credit or any other revolving credit product. Loan Rate Discount cannot be applied to a Student Loan, Mortgage Loan or any existing UECU loan.

Gift Certificate - Program participants can redeem points for a SuperCertificate® reward in the following amounts. 3,000 points = \$25; 6,000 points = \$50; 9,000 points = \$75; and 12,000 points = \$100. Redemption denominations are available in \$25 increments up to \$300 at the same conversion ratio. Participants must log into *Advantages Online™* banking service at <http://www.uecu.org> or call a Member Service Representative at (800)-288-6423 to redeem points for a SuperCertificate. A SuperCertificate will be issued at the participant's request via email or postal mail at the address of record. At the time of the SuperCertificate issuance, UECU will reduce your available points total by the number of points used to obtain the reward(s).

A SuperCertificate is redeemable at GiftCertificates.com, where it can be exchanged for an original gift certificate or a gift card from hundreds of popular stores, airlines, theaters, restaurants and more. SuperCertificate exchanges are subject to the terms and conditions of GiftCertificates.com. Visit <http://www.giftcertificates.com/business/resourcecenter/merchantlist.aspx?cid=1> for a detailed list of merchants. Merchant list is subject to change. Super Certificate is not redeemable for cash. GiftCertificates.com terms and conditions and participating merchant terms and conditions are to be interpreted in accordance with, and incorporated into the Program Rules. UECU, GiftCertificates.com and partners are not responsible for rewards or correspondence lost or delayed due to U.S. Mail delivery. All redemptions are final. Gift Certificate rewards may be subject to tax liability.

Terms and Conditions

Participation in the program is restricted to UECU members and is void where prohibited by federal, state or local law. Participant must be a U.S. resident. Participant must be an individual (no corporations, partnerships, associations or other entities). All points will be forfeited by a member if the member voluntarily closes or requests UECU to close their membership account. Participation in the program, including the ability to earn points or redeem points, will be terminated and any points earned and not redeemed will be forfeited if a member causes UECU a loss. If an account is closed by UECU in accordance with UECU Bylaws, the Dormant Account, Escheat, Unclaimed Funds, Member Loss or other Policy, all points earned and not redeemed will be forfeited at that time. UECU reserves the right to alter, change, or terminate any member's participation in the Program, at any time, for any reason without prior notice. Upon cancelled participation in the Program, any points earned and not redeemed will be forfeited and no refund will be given.

Questions as to what constitutes a qualifying transaction, as well as any exceptions, are at the sole discretion of UECU. UECU reserves the right to verify and adjust points. A participant's ability to earn points will be suspended for the current point earning period (calendar quarter for Deposit balances and Line of Credit Outstanding Balances) if a member becomes 30 days delinquent on any loan, line of credit or VISA® card account. Points have no monetary value and no use other than to redeem Rewards. Points may not be transferred to non related accounts and cannot be used as payment for obligations owed to UECU. Retroactive credit will not be given.

UECU reserves the right to cancel, modify, restrict, or terminate the Program, or any aspects or features of the Program at any time without prior notice. Any change in the Program will apply to unredeemed reward points as well as to points you may earn in the future. Any abuse of the Program, failure to follow Program Rules or any misrepresentation by a UECU member will make the member ineligible to redeem points or earn further points under the Program. Subject to the foregoing, a point earned under the Program will not expire until 5 years after the last day in the month that the point is posted as long as the participant remains a member in good standing. A participant's ability to earn points is capped at 100,000 points annually.

Employees, Directors and Volunteers of UECU are eligible to participate in the Program but shall not be eligible to participate in the loan discount redemption option.

Respecting member privacy is a priority for UECU. However, in order to keep participants apprised of *VantagePoints™* rewards it is important that we send certain program information that may be included on or with periodic statements, including information necessary for administration of the program; printed or email marketing materials which will inform participants of special offers and features of the program; and marketing materials from third parties that have a strategic marketing relationship with UECU. Participants in the Program consent to receive all of the kinds of information

described above, however, participants will be given the opportunity to opt-out of mailings from third parties.

Points redeemed may be subject to tax liability. If applicable, determination and payment of tax liability connected with the receipt or use of points is the sole responsibility of the member.

The *VantagePoints™ Network* rules, terms and conditions shall be governed by and construed in accordance with the laws of the State of Pennsylvania.