

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 13 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 of purchases you make with your UECU *Visa Power Card™* (excluding PIN-based transactions). 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 (excluding PIN-based transactions) within 90 days after your new card issue date, you will receive an additional 1,000 bonus points. For joint cardholder accounts, bonus activation and bonus first transaction points apply only to first card to activate or transact. Home Equity Visa Platinum cards are not eligible to participate in the Program. Points are posted to your Available Points balance on the last day of the month.
2. *Advantages Visa Debit Card™* - One (1) point is earned for each \$2 on signature purchases you make with your UECU *Advantages Visa Debit Card™* if you are enrolled in Member E-Statements for that monthly period, otherwise you will earn one (1) point for each \$4 on signature purchases. 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 Debit Card™*. You will earn points on all *Advantages Visa Debit Cards™* associated with your Checking account. Eligible transactions made on a new *Advantages Visa Debit Card™* account will earn double points in the first 30 days after you receive your new cards. If you activate your new *Advantages Visa Debit 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 1,000 bonus points. Quick Cash Cards are not eligible to participate in the program. Points are posted to your Available Points balance on the last day of the month.

Health Savings Visa Debit Card™ - One (1) point is earned for each \$2 on signature purchases you make with your UECU Health Savings Visa Debit Card™ if you are enrolled in Member E-Statements for that monthly period, otherwise you will earn one (1) point for each \$4 on signature purchases. 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 Health Savings Visa Debit Card™. You will earn points on all Health Savings Visa Debit Cards™ associated with your Health Savings account. Eligible transactions made on a new Health Savings Visa Debit Card™ account will earn double points in the first 30 days after you receive your new cards. If you activate your new Health Savings Visa Debit 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 1,000 bonus points. Points are posted to your Available Points balance on the last day of the month.

3. Deposit Account Balances – Each calendar quarter, points are earned based on the aggregate average daily balance for deposit accounts within your membership number. You earn one (1) point for every \$500 according to your aggregate average daily balance calculation. Fractional points will be rounded to the nearest whole point. A negative daily balance is included in the calculation and no points are awarded if the aggregate average daily balance is negative. Points are posted to your Available Points balance on the last day of March, June, September and December.
4. 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. You will earn an additional 500 *VantagePoints™* if you are a primary account owner who chooses to open your initial UECU share account through UECU's online membership application. Points are posted to your Available Points balance on the last 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 day of the month the referred member's application and opening deposit are processed by UECU.
5. E-Statements – Points are earned if you sign up for and receive monthly and/or quarterly *E-Statements*. You will earn 25 points for each Member *E-Statement* and Flex HELOC *E-Statement* and Visa *E-Statement* you receive. A Visa statement (including a Visa *E-Statement*) is generated by UECU and received by you only when there is account activity or a balance outstanding during the statement cycle. A Member statement (including a Member *E-Statement*) is generated monthly for members with a checking account and at least quarterly for members without a checking account. A Flex HELOC statement (including a Flex HELOC *E-Statement*) is generated by UECU and received by you only when there is account activity or a balance outstanding during the statement cycle. Points are posted to your Available Points balance on the last day of month in which the *E-Statement* (Member *E-Statement* or Flex HELOC *E-Statement* or Visa *E-Statement*) is generated. You may change your *E-Statement* Preferences within the *Advantages Online™* banking service.

VantagePoints™ Network participation began 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 will be on a calendar quarter basis. In addition to the points described in 1 through

5 above, UECU may also award bonus points from time to time, at UECU's sole discretion, in connection with certain transactions, activities and/or promotions. You may be required to affirmatively opt-in to a specific promotion to be eligible for bonus points. Some restrictions and conditions may apply to earning bonus points.

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-Statement* selection was made or after quarter end for deposit 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 an 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-Statements* received and quarterly for 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> (24 hours a day, seven days a week) and select the Rewards Tab, and then select *VantagePoints*[™] from the dropdown menu.
- 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 Mortgage Loan, Home Equity Term Loan or any existing UECU loan. Maximum loan amount when using the Loan Rate Discount is \$100,000.

Gift Certificate - Program participants can redeem points for a SuperCertificate® or a GC GiftPass® 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 \$400 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 GC GiftPass. A GC GiftPass will be issued at the participant's request via email or postal mail at the address of record. At the time of the GC GiftPass issuance, UECU will reduce your Available Points total by the number of points used to obtain the reward(s).

A SuperCertificate or GC GiftPass 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 or GC GiftPass 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 or GC GiftPass 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 or Internet Service Provider 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. All points earned and not redeemed will be forfeited upon death of the account owner(s). 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 cancellation of 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 or redeem points will be suspended during any day where the participant is 30 or more 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.

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.