

# TRUTH-IN-SAVINGS DISCLOSURE AND AGREEMENT

**PLEASE KEEP THIS BROCHURE  
FOR YOUR RECORDS**

This Disclosure supersedes all  
Disclosures prior to the effective  
date shown below.

***Effective October 1, 2010***



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## ACCOUNT AGREEMENT AND TRUTH-IN SAVINGS DISCLOSURE PART I – PAYMENT OF DIVIDENDS

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## ACCOUNT AGREEMENT AND TRUTH-IN-SAVINGS DISCLOSURE

In the following Agreement and Disclosure, the words "I," "me," "mine," "my," "us," and "our" mean each and all of those (whether one or more persons) who are subject to this Agreement and Disclosure as a result of signing a Signature Card or opening one or more account(s) with you. The words "you," "your," and "yours" mean MUSICIANS' INTERGUILD CREDIT UNION.

### I. PAYMENT OF DIVIDENDS

**DIVIDEND RATES.** The frequency and conditions upon which dividends are paid on all accounts are in accordance with the Bylaws of this Credit Union, state law, and the Truth-in-Savings Act and Regulations. Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.

For all accounts except term share (certificate) accounts, the Dividend Rate and Annual Percentage Yield (APY) may change at any time as determined by the Credit Union's Board of Directors. For specific dividend rate(s) for each type of dividend bearing account, I will refer to the attached Dividend Rate Sheet, which is incorporated by this reference.

For all accounts except term share (certificate) accounts and money market accounts, dividends will be compounded quarterly and will be credited quarterly. For these account types, the dividend period is quarterly, for example, the beginning date of first dividend period of the calendar year is January 1 and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example is March 31.

Dividends on term share (certificate) accounts are compounded and will be credited as set forth in my term share (certificate) Account Agreement and Disclosure, when issued.

Dividends on money market accounts will be compounded monthly and will be credited monthly. For these account types, the dividend period is monthly, for example, the beginning date of first dividend period of the calendar year is January 1 and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example is January 31.

If I close my account before dividends are credited, I will not receive the accrued dividends.

**BALANCE COMPUTATION METHOD.** Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period.

Dividends will begin to accrue on the business day I deposit noncash items (e.g., checks) to my account.

### II. TERMS AND CONDITIONS

#### TERMS AND CONDITIONS APPLICABLE TO ALL ACCOUNTS.

1. I must be and remain a member in good standing to maintain any account. The par value of a share in this Credit Union is \$5.00. I must also pay a one-time, non-refundable Membership Fee as set forth in the Schedule of Fees and Charges. The Membership Fee is waived for members applying for the Junior Savers Share Account. If I fail to complete the purchase of five (5) shares within three (3) months of my admission to membership, or within three (3) months from the increase in the par value in shares, or if I reduce my primary savings account balance below the par value of five (5) shares and do not increase the balance to at least the par value of five (5) shares within three (3) months of the reduction, I may be terminated from membership at the end of a dividend period. I understand that if I close my primary savings account within ninety (90) days of account opening, an Account Closure Fee will be charged as set forth in your Schedule of Fees and Charges.
2. All accounts (except checking accounts) are not transferable except as defined in 12 CFR Part 204. For all accounts except checking accounts, during any statement period, I may not make more than six (6) withdrawals or transfers to another credit union account of mine or to a third party using any combination of preauthorized or automatic transfers or telephonic orders or instructions. If I exceed the transfer limitations set forth above in any statement period, my account will be subject to closure by you.
3. Your delay in enforcing any of the terms and conditions of this Agreement and Disclosure shall not prohibit you from enforcing such terms and conditions at a later date.
4. You reserve the right upon thirty (30) days written notice to change any provision of or establish new provisions to this Agreement and Disclosure.
5. You may refuse to follow any of my instructions that in your sole judgment are illegal or would expose you to potential liability. Alternatively, you may require adequate security or invoke other security measures to protect you from all losses and expenses incurred if you follow my instructions. I agree to reimburse you for any damages, losses, liabilities, expenses, and fees (including, but not limited to, reasonable attorneys' fees) that you incur in connection with my account if you take an action in accordance with my or what purports to be my oral, written, or electronic instructions.
6. You reserve the right to refuse to open any account or to service or to accept additional deposits to an existing account.
7. You may endorse and/or collect items deposited to my account without my endorsement, but may require my personal endorsement prior to accepting an item for deposit. If I deposit items which bear the endorsement of more than one person or persons that are not known to you or that require endorsement of more than one payee, you may refuse the item or require all endorsers to be present or to have their endorsements guaranteed before you accept the item.
8. I authorize you to accept items payable to any account owner for deposit to my account from any source without questioning the authority of the person making the deposit, and to give cash back to any authorized signer(s) or designated agent on any check payable to any one or more of the account owners, whether or not it is endorsed by me.
9. I understand and agree that you may utilize automated means to process checks and other items written on or deposited to my account. Although you may manually review checks or other items drawn on my account, I understand and agree reasonable commercial standards do not require you to do so.

10. You are not responsible for items lost while not in your possession.
11. You will deliver all statements and other notices only to the person whose signature appears first on the Signature Card. I shall exercise reasonable care and promptness examining my statements and must **promptly** notify you of any error or unauthorized payment including, but not limited to, an altered item or an unauthorized signature. If I fail to uphold these duties, I understand and agree that I am precluded from asserting the error or unauthorized payment against you if: 1) you suffer a loss on the item because of my failure; or 2) you pay on another item presented by the same wrongdoer if the payment was made before I properly notified you. Notification must be within thirty (30) days of the date of the statement. If I fail to uphold my duties but I can prove that you failed to exercise ordinary care in the payment of the relevant items, then the above preclusion will not apply and the loss on the items will be allocated between you and me to the extent our respective actions contributed to the loss. If I have failed to examine my statement and report any unauthorized item one (1) year or more after my statement or the item has been made available to me, I cannot recover from you even if you failed to exercise ordinary care in paying the item.
12. You or I may terminate an account(s) at any time. I understand and agree, however, that your authority may not be changed or terminated except by **written** notice to you which will not affect prior transactions. Moreover, if you receive conflicting claims to funds in an account you hold, you may, at your discretion, restrict the account and deny access to all; close the account and send the funds to the owner or owners of the account, according to your records, at the statement mailing address; interplead all or any portion of the funds from an account to the court; or hold the funds, without liability to anyone, pending resolution of the claim to your satisfaction.
13. You reserve the right to close any account(s) and terminate my membership should you discover that any of my accounts or any other accounts with you have been deliberately manipulated by me to your, any other account holder's, and/or your membership's detriment. "Manipulation" includes, but is not limited to, making unauthorized withdrawals or other transactions, kiting, and repeated patterns of transactions which have no apparent business reason other than to take advantage of Regulation "CC" hold periods and/or "interest float" to your detriment.
14. I acknowledge that you may be obligated to report cases of actual or suspected financial abuse of elders or dependent care adults. If we suspect such financial abuse, you understand and agree that, in addition to reporting such abuse as may be required under law, we have the right to freeze the account, refuse to complete transactions on the account, or to take any other action(s) that we deem appropriate under the circumstances. You agree to indemnify and hold us harmless from and against all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising out of or related to any action or inaction related to the matters described in this paragraph.
15. You may recognize the signature of anyone who signed a Signature Card as authorized to transact business on that account. Any payment made on my account by you in good faith and in reliance on the terms and conditions of this Agreement and Disclosure, any Term Share (Certificate) Account Agreement and Disclosure and/or the Signature Card shall be valid and discharge you from liability. Without limitation to the foregoing, you may honor checks drawn against my account by authorized signers, even if the checks are made payable to them, to cash, or for deposit to their personal accounts. You have no duty to investigate or question withdrawals or the application of funds.
16. You reserve the right to require me to give not less than seven (7) and up to sixty (60) days written notice of my intention to withdraw funds from any account except Checking Accounts. In any event, the maximum amount that I may withdrawal is \$3,000.00 per day, unless I have made prior arrangements with you.
17. I understand and agree that Individual, Joint, and Pay-on-Death accounts may be subject to the Multiple Party Accounts Law, Division 5 of the California Probate Code, as now in effect or hereafter amended.
18. Ownership for the primary account and all sub-accounts shall be established and determined by the most recent Signature Card or other document(s) evidencing such account(s). A different form of ownership may be established by executing a new Signature Card (a new account number may be assigned). The word "owner(s)" means the owner of the funds in the case of an individual account and it means the joint owners (both as an individual and as a group) in the case of a joint or other account with multiple parties.
19. You are not required to accept facsimile signatures. I agree to assume full responsibility for any and all payments made by you in reliance upon a facsimile signature resembling a signature that has been provided to you by me. I agree to indemnify and hold you harmless from and against any and all losses, claims, damages, liability, costs, and expenses, including, but not limited to, attorneys' fees and expenses, arising directly or indirectly out of the misuse or the unlawful or unauthorized use of the facsimile signature by any person.
20. I am required to keep you informed of my current address. I agree to notify you promptly of any change of address. I may notify you in person at your office or by sending a written and signed notice to Musicians' Interguild Credit Union at P.O. Box 38610, Hollywood, CA 90038-3715.  
  
In the event that I fail to do this, a charge may be made to my account for the actual cost of a necessary locator service paid to a person or concern normally engaged in providing such service and incurred in determining my address. This charge will be imposed in accordance with your Bylaws.
21. I agree to notify you immediately of the death or court declared incompetence of any owner of my account. I agree to inform each owner of my account to notify you of such an event as well. If I die or am declared legally incompetent, you can continue to accept and collect items deposited to my account until you know of my death or adjudication of incompetency and have a reasonable opportunity to act.
22. All non-cash payments shall be credited subject to final payment on the day of deposit. My right to withdraw the funds represented by certain checks, savings, or other items I deposit may be delayed for several days. I will be notified if my right to withdraw will be delayed. I will refer to the Credit Union's Disclosure of Funds Availability Policy for further details.
23. If a check or other item which you cash for me or which I deposit to my account is returned to you as unpaid for any reason, you may charge my account for the amount of the check or other item. This may include, among other circumstances, checks which were paid originally and later are returned to you accompanied by documentation indicating that the endorsement is forged or unauthorized or that the item has been altered in any way. You may charge my account for

the amount without questioning the truth of such documentation. You may also charge back any amount of accrued or paid dividends related to the returned check.

You may re-present a returned check for payment by the financial institution upon which it is drawn if there were insufficient funds to initially pay the item, but you are not required to do so. If you choose to re-present the check, you may do so without telling me the check was not paid or that you are presenting it again. You may charge a fee for each deposited or cashed check charged back to my account. You may, at your option, notify me, by telephone or in writing, if a check has been returned unpaid and the fee charged.

24. I agree that you will not be responsible for any damages I incur in the event I deposit an item with you which is subsequently returned unpaid by the paying bank and that return is "late" due to markings on the back of the item caused by me or a prior endorser.
25. Although you are not obligated to, you may pay or accept checks and other items bearing restrictions or notations (e.g., "Void after 6 months," "Void over \$50.00," "Payment in Full," and the like), whether on the front or back, in any form or format. If I cash or deposit an item or write a check with such notation, I agree that it applies only between me and the payee or maker. The notation will have no effect on you, and I agree to accept responsibility for payment of the item. I agree to indemnify and hold you harmless from any claim or alleged loss of any maker or payee involving such notations, whether I am the maker or payee or the funds are otherwise deposited into an account in which I have an interest.
26. You reserve the right to reverse any credit for any deposited item or charge my account for cashed items should they become lost while in the process of collection. If you do not reverse a credit, I agree to assist you in collecting the amount of any lost item by providing you with such information and other assistance as you may request. You may charge my account when a photocopy of a check I have written is presented to you for payment in place of a lost original, unless a stop payment order is in effect for the check.
27. You are under no obligation to pay a check which is presented more than six (6) months after its date, but you may do so at your discretion and charge my account without liability, even if the presentation occurs after the expiration of a stop payment order or notice of postdated change. I agree that you are not required to identify stale dated checks or seek my permission to pay them.
28. All accounts are subject to your Schedule of Fees and Charges, which accompanies this Agreement and Disclosure and is incorporated by this reference. You shall debit such charges against any account I own (including accounts on which I am a joint owner) except my IRA Accounts. Only fees related to an IRA Account will be debited from an IRA Account. If sufficient funds are not available, the charges are payable on demand and, for checking accounts, will be treated as an overdraft.
29. California law states that inactive account balances in savings, checking, and matured Term Share (Certificate) accounts must escheat to the state after a period of three (3) years since the last time I:
  - a. Increased or decreased the amount of funds on deposit with you or presented an appropriate record for crediting of dividends or cashed a dividend check from any of my accounts with you; or
  - b. Corresponded in writing or electronically with you concerning the funds on deposit; or
  - c. Otherwise indicated an interest in the funds on deposit as evidenced by a memorandum on file with you.

My deposit account will not escheat to the state, however, if, during the previous three (3) years, I have owned another deposit account with the Credit Union and, with respect to that deposit account, I have done any of the acts described in paragraphs (a), (b), or (c) above, and, with regard to the deposit account that would otherwise escheat, you have "communicated" (i.e., sent account statements or statements of interest paid for federal and state income tax purposes) electronically or in writing with me at the address to which communications regarding the other deposit account are regularly sent.

You may charge a fee for mailing an escheat notice and/ or a service charge for money orders escheated to the state.

To recover funds turned over to the state, I must file a claim with the state.

30. You may, but are not obligated to, transfer funds from my savings accounts or loan accounts on my written, oral, or electronic request. I understand and agree that no transfer will be made unless there are sufficient available funds on deposit or sufficient credit available at the time of transfer. I agree that any such transfer(s) shall be in the exact amount authorized and will be processed only on your "business days." If a transfer is to occur on a day other than a business day, such transfer will occur on the next business day. Moreover, if funds are not available for the transfer on the day authorized, the transfer will occur when sufficient funds become available.
31. Federal law requires you to report certain domestic currency transactions and foreign transactions. This reporting applies to all member accounts at the Credit Union.
32. You agree to retain and furnish to me, if requested, photocopies of certain records pertaining to my account and that these records for the time frame required by law will be available to me. I agree to pay applicable fees for those copies.
33. I understand and agree that you must comply if you are served with any notice of garnishment or of attachment, tax levy, injunction, restraining order, subpoena or other legal process relating to my account that you reasonably believe is valid. You may charge a Compliance With Legal Process fee, and you may assess this fee against any account I maintain with you, including the account that is the subject of the legal process.
34. In the event that a cashier's, teller's, or certified check is lost or stolen, I must execute and deliver to you a written Declaration of Loss and Claim For Reimbursement and/or affidavit in a form acceptable to you and in time for you to have a reasonable time to act thereon. I further understand and agree that the Declaration of Loss and Claim For Reimbursement is not enforceable until the later of (i) the time the Declaration of Loss and Claim For Reimbursement is properly delivered to you, or (ii) the 90th day following the date of the cashier's or teller's check, or the 90th day following the date of the acceptance of a certified check. I agree to indemnify you for any loss or claim occasioned by your attempting to, or stopping payment on such check and will pay the applicable fees.

35. I authorize you to gather whatever credit, checking account, and employment information you consider appropriate from time to time. I understand that this will assist you, for example, in determining my initial and ongoing eligibility for my account and/or in connection with making future credit opportunities available to me. I authorize you to give information concerning your experiences with me to others.
36. You are not responsible for any loss or damage which results from my negligence, including, without limitation, my failure to adequately safeguard my blank checks or other personal information or means of access to my account.
37. If I am a U.S. citizen, federal law requires that you obtain and have certified by me a Taxpayer Identification Number (TIN) on all accounts. You will not open an account without this identification number. For additional information on this requirement, I will read "INSTRUCTION TO PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS FORM W-9)." These instructions are found in Section III of this Agreement and Disclosure.
38. In the event that a negative balance is created in my account (whether due to ATM activity, nonsufficient funds activity, Credit Union imposed fees and charges, or otherwise) or I have other outstanding financial obligations of any kind owed to you, which are in default, I understand and agree that you may transfer funds to such account from any other account (excluding IRA accounts), including account(s) upon which I am a joint owner, in an amount equal to the negative account balance or the outstanding financial obligation which is in default.

In addition to any other rights that you may have, I agree that any deposits or future deposits in or other credits to any account in which I may now or in the future may have an interest are subject to your right of set-off for any liabilities, obligations, or other amounts owed to you by me (e.g., overdrafts and any related fees and charges) and such is applicable irrespective of any contribution to the account or source of funds in the account. Moreover, I knowingly consent and expressly agree that the application of an offset of funds in any account includes the offset of government benefits (such as Social Security and other public benefit funds) deposited in my account.
39. Pursuant to federal law, the Credit Union must verify the identity of any person seeking to open or add a joint owner or signer to any account and must maintain records of the information used to verify the person's identity. For the purposes of this paragraph, "account" means "each formal banking or business relationship established to provide ongoing services, dealings, or other financial transactions." For example, a deposit account, a transaction or asset account, and a credit account or other extension of credit would each constitute an account.
40. Supervisory personnel in your Member Service Center may randomly monitor telephone conversations with your members. I understand that these conversations may be recorded by you.
41. I understand that you may report information about my account to credit bureaus. Late payments, missed payments, negative balances, and other defaults on your account(s) may be reflected in your credit report.
42. Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund ("NCUSIF"). Amounts on deposit that exceed the amount covered by the NCUSIF are insured for an additional \$250,000 by American Share Insurance.
43. An action or proceeding by me to enforce an obligation, duty or right arising under this Agreement and Disclosure or by law with respect to my account must be commenced within one year after the cause of action occurs.
44. I agree to indemnify, defend, and hold you and your employees harmless from and against every claim, demand, action, cost, loss, liability, and expense including, without limitation, attorneys' fees, which you incur by acting in accordance with this Agreement and Disclosure or as a result of my failure to abide by its terms.
45. My account will be governed by California law, to the extent that California law is not inconsistent with controlling federal law. However, California's choice of law rules shall not be applied if that would result in the application of non-California law.
46. You and I agree to attempt to informally settle any problems which might occur. If that cannot be done, you and I agree that a judge will hear our claims without a jury.
47. I acknowledge that if I give anyone access to my account (such as, for example, providing any person with my check card, ATM card, ATM or home banking PIN, or granting any person power to act as my agent under a power of attorney or trustee for a trust account), I understand that any transaction completed by such person shall be considered authorized by me.

## TERMS AND CONDITIONS APPLICABLE TO ALL INDIVIDUAL AND JOINT ACCOUNTS

1. If there is more than one owner, all agree with each other and with you that all sums now paid in or hereafter paid in by any one or all account owner(s) including all dividends thereon, if any, are and shall be owned by all account owner(s) jointly and equally regardless of their net contributions with a right of survivorship and shall be subject to withdrawal or receipt by any of the account owner(s) or the survivor(s) of any of the account owner(s). Any such payment shall be valid and shall discharge you from any liability.
2. You are not obligated to inquire as to the source of funds received for deposit to a joint account or to inquire as to the proposed use of any sums withdrawn from the account for the purpose of establishing net contributions.
3. No transfer of voting rights or other membership privileges is permitted by virtue of a transfer of funds.
4. Being a joint owner of a member's account does not constitute credit union membership for the joint owner. Joint owners may be non-members.
5. Except as set forth herein or in the applicable loan agreement(s), I may pledge any or all of the funds on deposit in an account as security for any loan(s) subject to then current loan policies. Further, a pledge of funds by any one of us shall be binding on all of us. I may not withdraw funds that are pledged as security on loan(s) without the written approval of a loan officer, except to the extent that such funds exceed my total primary and contingent liability to you. I may not withdraw any funds below the amount of my primary or contingent liability to you if I am delinquent as a borrower, or if borrowers for whom I am cosigner, endorser, or guarantor are delinquent, without the written approval of a loan officer.

- A joint owner may be removed by completing a Request to remove Joint Owner form, which must be signed by all account owners or by closing the account and having a new account number assigned.
- A right of survivorship arising from the express terms of a joint account cannot be changed by a will.

#### **TERMS AND CONDITIONS APPLICABLE TO ALL PAY-ON-DEATH (P.O.D.) DESIGNATIONS**

- If I have made a Pay-On-Death (P.O.D.) designation, all sums are payable on request to me during my lifetime and upon my death, first to you to the extent of any outstanding matured or unmatured debts owed to you by me and second to my designated P.O.D. payee(s). If the account is jointly owned, to one or more account owner(s) during their lives and on the death of all of them, first to you to the extent of any outstanding matured or unmatured debts owed to you by any of us and second to one or more payees then surviving in equal and individual shares. If a P.O.D. payee dies before all of the account owner(s), then upon the death of all of the owner(s), all sums are divided equally among the surviving P.O.D. payees.
- A Pay-On-Death designation cannot be changed by a will.

#### **TERMS AND CONDITIONS APPLICABLE TO LIVING TRUST ACCOUNT**

- If I am a trustor/trustee and want to establish an account in connection with a written trust, you may require me to provide you with a notarized trust certification confirming my power as a trustee prior to opening the account.
- You are not required to know, understand, interpret, or enforce the terms of the Trust Instrument.
- I acknowledge that the Account is governed by the applicable terms and conditions set forth in this Agreement and Disclosure and by the terms and conditions set forth in my "Application for a Trust Account."
- Living trust accounts are not subject to Multiple Party Accounts Law.

#### **TERMS AND CONDITIONS APPLICABLE TO UNIFORM TRANSFERS TO MINORS' ACT ACCOUNTS**

- The transferor/custodian is opening an account as custodian for the minor named on the Signature Card under the Uniform Transfers to Minors Act. The transfer of money to the minor named on the Signature Card, which transfer shall be deemed to include all dividends and any future deposits or other additions thereto, is irrevocable and is made in accordance with and to include all provisions of the said statute of the State of California now in effect or hereinafter amended.
- I acknowledge that by signing the Signature Card, I have received the funds deposited to the account as custodian for the minor named herein under the Uniform Transfers to Minors Act and I agree to the applicable terms and conditions set forth in this Agreement and Disclosure as well as the terms and conditions of the Signature Card.
- The successor custodian named on the Signature Card shall serve if I should be unable to act as custodian because I resign, die, or become legally incapacitated.
- I may not pledge any or all of the funds on deposit in the account as security for any loan(s).
- Custodial accounts are not subject to the Multiple Party Accounts Law.

#### **TERMS AND CONDITIONS APPLICABLE TO ALL FIDUCIARY ACCOUNTS**

- I am duly appointed and acting in the capacity of Executor/Executrix, Administrator/Administratrix, Guardian, or Conservator. By the authority vested in me, I, acting individually or jointly, am authorized and empowered to transact business of any character in connection with this account. My authority shall continue in force until written notice to the contrary is received by you.
- If the account is blocked, I understand and agree that I shall file with the court a written receipt including an agreement with you that the funds in the account, including any dividends, shall not be withdrawn or pledged except upon court order.
- I may pledge any or all funds on deposit in the account as security for any loan(s), subject to your current loan policies.
- Fiduciary accounts are not subject to the Multiple Party Accounts Law.

#### **TERMS AND CONDITIONS APPLICABLE TO ALL SOLE PROPRIETORSHIP ACCOUNTS**

- I affirm that I am the sole proprietor of the sole proprietorship named on the Signature Card. You may pay out funds with my signature. You may accept and/or endorse checks made payable to me or the sole proprietorship named on the Signature Card which you receive for deposit. Funds received are not withdrawable until collected.
- Sole proprietorship accounts are not subject to Multiple Party Accounts Law.

#### **TERMS AND CONDITIONS APPLICABLE TO ALL CORPORATE, PARTNERSHIP, AND UNINCORPORATED ASSOCIATION ACCOUNTS**

- The person(s) named on the Signature Card, duly authorized to make the certification, certify that at a regularly held meeting the person(s) named were elected or appointed officers of said corporation or organization or are duly acting partners of said partnership, and that by virtue of the authority vested in me by the constitution, bylaws or otherwise, any one (1) of the signators, as named on the Signature Card, is authorized and empowered to transact business of any character whatsoever in connection with the account. I certify that the signature(s) appearing on the Signature Card are the genuine signature(s) of said authorized person(s); and that my authority shall continue in force until written notice to the contrary is received by you.
- I may not pledge any or all of the funds on deposit in the account as security for any loan(s).
- Corporate, partnership, and unincorporated association accounts are not subject to the Multiple Party Accounts Law.

#### **TERMS AND CONDITIONS APPLICABLE TO ALL REGULAR SHARE ACCOUNTS**

- The minimum deposit required to open the Regular Share Account is set forth in the current Dividend Rate Sheet.
- I must maintain the minimum daily balance set forth in the current Dividend Rate Sheet in my account each day to avoid a monthly service fee. If, during any month, my account balance falls below the required minimum daily balance, my account will be subject to a service fee for that month.
- I must maintain the minimum daily balance set forth in the current Dividend Rate Sheet in my account each day to obtain the disclosed Annual Percentage Yield (APY).

#### **TERMS AND CONDITIONS APPLICABLE TO JUNIOR SAVER SHARE ACCOUNTS**

- The account owner must be 18 years of age or younger. The account owner's parent, grand parent, or guardian must be a member of the Credit Union and maintain a Regular Share Account.
- The minimum deposit required to open this account is set forth in the current Dividend Rate Sheet.
- I must maintain a minimum daily balance as set forth in the current Dividend Rate Sheet in my account each day to avoid a monthly service fee. If, during any month, my account balance falls below the required minimum daily balance, my account will be subject to a service fee for that month.
- I must maintain a minimum daily balance as set forth in the current Dividend Rate Sheet in my account to obtain the disclosed Annual Percentage Yield (APY).
- There is no minimum withdrawal or transfer requirement. Junior Saver Share Accounts are not eligible for ATM access.
- I may not pledge any of the funds on deposit in the account as security for any loan(s).

#### **TERMS AND CONDITIONS APPLICABLE TO ALL CHECKING ACCOUNTS**

- The minimum deposit required to open a checking account is set forth in the current Dividend Rate Sheet.
- There is no minimum balance required to avoid a monthly service fee.
- I must maintain the minimum daily balance set forth in the current Dividend Rate Sheet in my account each day to obtain the disclosed Annual Percentage Yield (APY).
- There is no minimum withdrawal or transfer amount.
- You may, at your discretion, but are not obligated to nor shall you be liable for refusal to pay funds from this account:
  - When such payment would draw the account below the minimum balance for the account as established from time to time by you ("overdrafts").
  - If drawn by means not authorized in advance by you.
  - Against checks presented over six (6) months past their dates.
- You may pay and charge to my applicable account, checks drawn by and payable to any person, organization, association, or corporation whom I have authorized by providing sample MICR encoded information identifying my account, provided there are sufficient funds in my account to pay such checks. I agree that your rights in respect to such checks shall be the same as if it were a check drawn and signed by me personally. This authority shall remain in effect until revoked by me in writing (to you and to the agency to whom the sample MICR writing was provided) and you have had a reasonable opportunity to act on it. I agree that you shall be fully protected in honoring such checks. I further agree that if any such check is dishonored, whether with or without cause, and whether intentional or inadvertent, you shall be under no liability whatsoever, even though such dishonor results in the forfeiture of insurance, loss or damage to me of any kind.
- If you have made a good faith payment to a holder, you may charge my account according to:
  - The original terms of my check; or
  - The terms of my completed check unless you have notice that any such completion is improper.
- I, or any other person authorized to draw on the account, may request a stop payment of any check payable against my account, provided my request is timely and affords you a reasonable opportunity to act upon it under your rules. I may also stop payment on a line of credit check. My stop payment must include the account number, check number, exact amount, check date, and name of payee. You will not be liable for paying a check over a stop payment request if the request is incomplete or incorrect. I agree to indemnify, defend, and hold you harmless for all claims, actions, and damages related to or arising from your action in stopping payment of any check pursuant to my request. A stop payment fee will be assessed for each stop payment request. If I give a stop payment request orally, the request shall be valid for only fourteen (14) days thereafter unless confirmed in writing. Written requests shall be valid no longer than six (6) months, but may be renewed for additional six (6) month periods by written notice given during the time that the stop payment request was effective. I have the burden of establishing the fact and amount of loss resulting from payment contrary to a binding stop payment request.
 

I may not stop payment on completed electronic point-of-sale transactions, cashier's checks, certified checks, or checks issued or guaranteed by you.
- Death, dissolution, or incompetence of me (or any of us) shall not revoke your authority to accept, pay, or collect a check or to account for proceeds of its collection until you know of the fact of death or adjudication of incompetence and have the reasonable opportunity to act on it. Even with knowledge, you may, for ten (10) days after the date of death, dissolution, or incapacity, pay or guarantee checks drawn on or prior to that date unless ordered in writing to stop payment by a person claiming an interest in the account under rules established by you. We shall notify you if any of us die, become incapacitated, or our organization is dissolved.
- If you have paid a check under circumstances giving a basis for objection by me, you shall be subrogated to the rights of:
  - Any holder in due course on the check against the drawer or maker;

## TERMS AND CONDITIONS OF COURTESY PAY

- b. The payee or any other holder of the check against the drawer or maker either on the item or under the transaction out of which the item arose; and
- c. The drawer or maker against the payee or any other holder of the check with respect to the transaction out of which the check arose.
11. You may, without liability, accept, pay, guarantee, or charge checks to the account in any order convenient to you.
12. In the event of wrongful dishonor which occurs by mistake, your liability shall be limited to actual damages I prove. In the event of a dishonor of any check, share draft, or other debit on my account, your determination of whether sufficient funds exist in my account may be made at any time between the time the item is received and the time it is returned. If you should choose to make a subsequent account balance check, you must use the last figure in deciding whether to dishonor the check, share draft, or other debit.
13. I agree that, in the event I draw a check on my account with you, I will hold you harmless and indemnify you from any liability I incur due to a delay or misrouting of the check where the delay or misrouting is caused by markings placed on the check by me or a prior endorser that obscure any depository endorsement placed by you or your agent.
14. I authorize all items deposited to my checking account(s) to be cleared by a transfer of funds from my Regular Share Account with you. Such transfer(s) will generally be made only if there are sufficient clear funds on deposit at the time of transfer. I agree that overdrafts, if paid in excess of funds in any Regular Share Account are payable on demand. Any items returned unpaid because of insufficient clear funds or paid without sufficient clear funds in my checking account and overdraft source(s) will be subject to nonsufficient fund (NSF) fees.
15. You may recognize the signature of anyone who signed the Signature Card as authorized to transact any business on this account including, but not limited to, the causing or making of overdrafts and endorsement of checks payable to any signer of this account. Each account owner is jointly and severally responsible for paying any overdrafts created by us whether or not we participate in the transaction or benefit from its proceeds.
16. If the Signature Card is signed by more than one person, we hereby appoint each other as agents and attorneys in fact to overdraft from any of our savings or loan accounts (including accounts on which we are joint owners except IRA accounts).
17. I may **not** pledge any or all of the funds on deposit in this account as security for any loan(s).
18. If this is an ORGANIZATION account (i.e., corporate, partnership, or unincorporated association account), the persons authorized to sign on this account certify that they are duly appointed officers of said organization and have the authority to transact business of any character whatsoever in connection with this account.
19. I will notify you immediately at (323) 462-6447 if my checks are lost or stolen. I agree that I will be responsible for losses caused by a delay in my notification to you. You may recommend that I close my existing Checking Account and open a new Checking Account if my checks are lost or stolen or there have been (or is reasonable cause to believe that there may be) unauthorized transactions on my Account. If I refuse to do so despite your recommendation, you shall have no liability for subsequent losses on the account due to unauthorized transactions, to the extent permitted by law.
20. As a convenience to me, you will submit my initial order and reorders for personalized checks to the printer named on the face of the order. If the printer accepts the initial order and reorders, the printer will mail the checks either directly to me or to me in care of you. I authorize you to charge my checking account for the cost of delivered checks ordered, plus applicable sales tax and shipping costs at the fee set forth in the Schedule of Fees and Charges. I am responsible for verifying the accuracy of all information shown on my checks whether I order them through you or elsewhere.
21. This is a truncated checking account. Checks are provided with carbonless copies and are not returned with statements. Checks are microfilmed on both sides and stored for seven years from date of posting. I may request and you will provide me with a photocopy of a requested item within a reasonable time. You will not charge me for copies of the first two items I request appearing on any statement. Additional copies will be subject to an assessment of a fee as set forth in the Schedule of Fees and Charges. If I have not ordered my Credit Union checks through your approved check vendors, I understand and agree that you are not responsible for the quality of any check copy that I request from you.
22. You may charge against my account a postdated check even though payment is made before the date of the check. However, if I notify you within a reasonable time to permit you to act and identify the check with reasonable certainty, you cannot pay the check until the due date. Notice may be written or oral and it must include the exact amount, account number, check number, date of check, and name of payee. If oral, the notice shall be valid for fourteen (14) days. If written, the notice shall be valid for up to six (6) months, and can be renewed within six (6) months for another successive six (6) month period. A fee may be assessed for this service as set forth in the Schedule of Fees and Charges.
23. All checks written on my account must be drawn in U.S. dollars.
24. Share Draft Accounts with no activity for ninety (90) days will be considered inactive and may be closed by the Credit Union.
25. Your measure of damages for failure to exercise ordinary care in handling an item shall not exceed the amount of the item.
26. I agree to pursue all rights I may have under any applicable insurance coverage before making a claim against you in connection with any account transaction and to provide you with all reasonable information about your insurance coverage. Our liability, if any, shall be reduced by the amount of all insurance proceeds I received or am entitled to receive.
27. Except as otherwise required by applicable law, I agree that you shall have a reasonable period of time to investigate the facts and circumstances surrounding any claimed loss and that you have no obligation to provisionally credit my account.
28. Your maximum liability is the lower of my actual damages proved or the amount of the forgery, alteration, or other unauthorized withdrawal, reduced by the amount that would not have been realized by the use of ordinary care. IN NO EVENT SHALL YOU BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS AND/OR OPPORTUNITY, AND YOU SHALL NOT BE LIABLE FOR MY ATTORNEYS' FEES.

In this Courtesy Pay Agreement ("Agreement"), the word "overdraft" includes a negative balance in my Checking Account that may occur for various reasons, including, but not limited to: (1) the payment of checks, electronic transfers, telephone-initiated transfers, preauthorized payments under your Bill Pay Service, or other withdrawal requests authorized by me including, but not limited to, in-branch transactions, ATM transactions, MasterCard transactions, Point-of-Sale transactions, ACH transactions, and other preauthorized transfers, for which funds are insufficient; (2) the return (unpaid) of items deposited by me; (3) the imposition of service charges by you; or (4) the deposit of items which are treated as not yet "available" according to your Funds Availability Agreement. The Courtesy Pay Service is available for any of the above transactions however, I understand that you will not pay overdrafts on ATM withdrawals and Debit Card purchases I make in a store, online or by telephone (one-time Debit Card transactions), unless I opt-in for the coverage of these transactions. I further understand that even if I do not request coverage for ATM and one-time Debit Cards transactions, you may still pay my overdrafts for other transactions covered under the Courtesy Pay program; as detailed above.

Pursuant to your commitment to provide valued service and benefits, you may pay my overdrafts that would cause my eligible checking account ("Checking Account") to have a negative (or further negative) balance, pursuant to the terms and conditions of this Agreement up to the amount of my Courtesy Pay Limit, which is determined by you in your sole and absolute discretion.

The Courtesy Pay Service is not a credit product and requires no application or credit approval process. The Service will only be applied to my Checking Account if:

- My membership account is in good standing;
- I have been a member for at least four (4) months;
- I maintain a monthly Direct Deposit to any MICU Account;
- I have a Checking Account with the Credit Union that is more than 120 days old with aggregate monthly deposits equal to or greater than the Courtesy Pay limit;
- I must not be more than twenty (20) days of delinquent or be in default in any other respect on any loan or other obligation to you;
- There must not be any legal or administrative orders, levies, or fraud against my Checking Account;
- The primary accountholder must be 18 years of age or older

ANY COURTESY PAY PAYMENT WILL BE MADE ON A CASE-BY-CASE BASIS, AT YOUR SOLE AND ABSOLUTE DISCRETION. THE COURTESY PAY SERVICE DOES NOT CONSTITUTE AN ACTUAL OR IMPLIED AGREEMENT BETWEEN ME AND YOU, NOR DOES IT CONSTITUTE AN ACTUAL OR IMPLIED OBLIGATION OF THE CREDIT UNION. THE COURTESY PAY SERVICE IS A PRIVILEGE THAT THE CREDIT UNION MAY PROVIDE FROM TIME TO TIME AND WHICH MAY BE WITHDRAWN OR WITHHELD BY THE CREDIT UNION AT ANY TIME, WITHOUT PRIOR NOTICE, REASON OR CAUSE.

You reserve the right to limit the number of overdrawn checks in any calendar month and the total dollar amount of overdrawn checks, transfers, and/or withdrawal requests that may be paid under the Courtesy Pay service during any calendar month. Further, you do not guarantee payment of any overdrawn check, transfer, or withdrawal request pursuant to the Courtesy Pay service, or otherwise, and you are not required or obligated to make payment of any other overdrawn check, transfer, or withdrawal request. I will be notified by mail of any nonsufficient funds checks, items, or other transactions that have been paid or returned; however, I understand that you have no obligation to notify me before you pay or return any check, item, or other transaction. You may refuse to pay any overdrafts without first notifying me even though my account is in good standing and even if you have paid previous overdrafts. The total of the overdraft (negative) balance in my Checking Account, including any and all fees and charges, is due and payable upon demand, and I am required to immediately deposit with you sufficient funds to cover the overdraft paid by you and pay the related fees. I understand that items presented for payment on the same day will be paid in the order items are presented for payment. This means that items may not be processed in the order in which they occurred. I understand that the order in which items are processed can affect the total amount of fees that may be assessed against my Checking Account.

A Courtesy Pay Fee as disclosed on the Schedule of Fees and Charges will be charged to my Checking Account, in accordance with your Schedule of Fees and Charges, for each overdraft that is cleared on my Checking Account through the Courtesy Pay Service. This means that more than one Courtesy Pay Fee may be assessed against my Checking Account per day depending upon the number of overdrafts cleared through the Courtesy Pay Service. I understand that my Courtesy Pay Limit shall be reduced by the amount of each overdraft paid by you through the Courtesy Pay Service and the amount of the related Courtesy Pay Fee imposed until such amounts are repaid by me as set forth herein at which time you may replenish my Courtesy Pay Limit by the amount of repayment. The Courtesy Pay Fee is the same as your NSF Fee charged by you for each "nonsufficient funds" item presented for payment and returned unpaid on a Checking Account. If you choose not to pay the overdrawn check or other item/transaction under the Courtesy Pay Service, I am subject to an NSF Fee as disclosed on the Schedule of Fees and Charges for each such item.

I also agree that you have the right to transfer available funds from my other accounts I may have with you to cover the overdraft and pay the related fees. I understand and agree that you may transfer funds to my Checking Account from any of my other account(s) with you (excluding IRA accounts), including account(s) upon which I am a joint owner, in an amount equal to the overdraft which you may pay according to the terms and conditions of this Agreement and to pay the related fees. In addition to any other rights that you may have, I agree that any deposits or future deposits in or other credits to any account in which I may now or in the future may have an interest are subject to your right of off-set for any liabilities, obligations, or other amounts owed to you by me (e.g., overdrafts and any related fees and charges) and such is applicable irrespective of any contribution to the account or source of funds in the account. Moreover, I consent and expressly agree that the application of an off-set of funds in any account includes the off-set government benefits (such as Social Security and other public benefit funds) deposited to the account from which the overdraft or related fees are paid. Each person who causes an overdraft, which is paid by you, is a maker and agrees to be individually and jointly obligated to repay the unpaid negative balance in accordance with the terms and conditions of this Agreement. You reserve the right to limit Courtesy Pay Service to one (1) account per household or member without notice of reason or cause.

I will be in default under the terms of this Agreement if I fail to live up to any of the terms and conditions of this Agreement or I am in default on any loan obligation with you and/or a negative

balance exists in any other deposit account with you on which I am an owner. If I am in default, in addition to any other rights you may have, you may temporarily suspend overdraft privileges or terminate the Courtesy Pay Service or close my Checking Account and demand immediate payment of the entire unpaid negative balance. I also agree to pay any collection costs, attorneys' fees, and court costs which you or I shall or may incur as a result of my default.

You may terminate or close the Courtesy Pay Service at any time without prior notice. In no event shall any termination relieve me of my obligation to repay such sums already overdrafted, overdraft fees, collection costs, and attorneys' fees, if any. You can delay enforcing any of your rights under this Agreement without losing them.

**If I prefer not to have Courtesy Pay Service, I will contact you at (323) 462-6447 and you will remove the Courtesy Pay Service from my Checking Account(s).**

### TERMS AND CONDITIONS APPLICABLE TO SILVER, GOLD, AND PLATINUM MONEY MARKET ACCOUNTS

1. The minimum deposit required to open this account is set forth in current Dividend Rate Sheet.
2. There is no minimum balance required to avoid a monthly service fee.
3. I must maintain the applicable minimum daily balance as set forth in the current Dividend Rate Sheet in my account to obtain the disclosed Annual Percentage Yield (APY). If the account balance falls below the daily balance to earn the disclosed APY, the account will not earn the APY applicable to the next lower account balance; rather, the account will earn the APY applicable to the Regular Share Account.
4. My APY may increase or decrease at any time as determined by the Credit Union's Board of Directors.
5. The minimum amount I may withdrawal or transfer is \$100.00. Withdrawal(s)/transfer(s) of less than \$100.00 will not be honored unless the account balance is less than \$1,000.00 in which case the account will be closed and funds will be transferred to my primary savings account.

### TERMS AND CONDITIONS APPLICABLE TO TERM SHARE (CERTIFICATE) ACCOUNTS

1. A Term Share (Certificate) Account is subject to the applicable terms and conditions set forth in this Agreement and Disclosure as well as the terms and conditions set forth in the Share Certificate Agreement and Disclosure which will be provided to me in accordance with applicable law.
2. The minimum deposit required to open a Regular Share Certificate, or IRA Certificate Account is set forth in the current Dividend Rate Sheet.
3. There is no minimum balance required to avoid a monthly service fee.
4. I must maintain a minimum daily balance as set forth in the current Dividend Rate Sheet in my account to obtain the disclosed Annual Percentage Yield (APY).
5. My account will mature after the applicable period of time set forth in the current Dividend Rate Sheet.
6. You will access a penalty if I withdraw any of the principal in the account before the maturity date. The penalty will equal three (3) months' dividends on my account.
7. I may withdrawal credited dividends; however, the disclosed APY is based upon an assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings.

### TERMS AND CONDITIONS APPLICABLE TO INDIVIDUAL RETIREMENT ACCOUNTS

1. An IRA is subject to the applicable terms and conditions set forth in this Agreement and Disclosure as well as the terms and conditions set forth in my IRA Agreement and Disclosure, which will be provided to me in accordance with applicable law.
2. The minimum deposit required to open this account is set forth in the current Dividend Rate Sheet. Additional deposits are permitted to contributory IRAs only.
3. I may **not** pledge any of the funds on deposit in the account as security for any loan(s).
4. Certain federal and state penalties may apply to amounts withdrawn from IRA accounts. These are set forth in applicable federal and state law and regulations which are incorporated by this reference.
5. Funds in an Individual Retirement Account will escheat to the state, if I have not done any of the following for a period of more than three (3) years after the funds become payable or distributable:
  - a. Increased or decreased principal;
  - b. Accepted payment of principal or income (dividends);
  - c. Corresponded electronically or in writing with you concerning the funds or otherwise indicated an interest therein.

### III. INSTRUCTION TO PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS FORM W-9)

(Section References are to the Internal Revenue Code)

**PURPOSE OF FORM.** A person (such as the Credit Union) who is required to file an information return with the IRS must get my correct taxpayer identification number (TIN) to report for example, income paid to me, real estate transactions, mortgage interest I paid, the acquisition or abandonment of secured property, cancellation of debt or contributions I made to an IRA.

**I must use Form W-9 only if I am a U.S. person** (including a resident alien), to give my correct TIN to you, and, when applicable to:

1. Certify that the TIN I am giving is correct (or I am waiting for a number to be issued);
2. Certify I am not subject to backup withholding; or
3. Claim exemption from backup withholding if I am a U.S. exempt payee.

**If I am a foreign person, I must use a Form W-8.** See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

**Note:** If you give me a form other than a W-9 to request my TIN, I must use your form if it is substantially similar to Form W-9.

**What is backup withholding?** Persons making certain payments to me must withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

I will **not** be subject to backup withholding on payments I receive if I give you my correct TIN, make the proper certifications, and report all my taxable interest and dividends on my tax return.

**Payments I receive will be subject to backup withholding if:**

1. I do not furnish my TIN to you; or
2. I do not certify my TIN when required (see the Part II instructions for Certification for details); or
3. The IRS tells you that I furnished an incorrect TIN; or
4. The IRS tells me that I am subject to backup withholding because I did not report all my interest and dividends on my tax return (for reportable interest and dividends only); or
5. I do not certify to you that I am not subject to backup withholding under 4, above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See "Specific Instructions" on the next page and the separate **Instructions for the Requestor of Form W-9**.

#### PENALTIES

**Failure to furnish TIN.** If I fail to furnish my correct TIN to you, I am subject to a penalty of \$50 for each such failure unless my failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If I make a false statement with no reasonable basis that results in no backup withholding, I am subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject me to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If you disclose or use TINs in violation of Federal law, you may be subject to civil and criminal penalties.

#### SPECIFIC INSTRUCTIONS

**Name.** If I am an individual, I must generally enter the name shown on my social security card. However, if I have changed my last name, for instance due to marriage, without informing the Social Security Administration of the name change, I enter my first name, the last name shown on my social security card and my new last name.

If the account is in joint names, I list first and then circle the name of the person or entity whose number I enter in Part I of the form.

**Sole proprietor.** I enter my **individual** name as shown on my social security card on the "Name" line. I may enter my business, trade or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If I am a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, I enter the owner's name on the "Name" line. I enter the LLC's name on the "Business name" line.

**Other entities.** I enter the business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. I may enter any business, trade or DBA name on the "Business name" line.

**Exempt from backup withholding.** If I am exempt, I enter my name as described above, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the Instructions for the Requestor of Form W-9.

If I am a nonresident alien or a foreign entity not subject to backup withholding, I give the requester the appropriate completed Form W-8.

**Note:** *If I am exempt from backup withholding, I should still complete the form to avoid possible erroneous backup withholding.*

#### PART I. TAXPAYER IDENTIFICATION NUMBER (TIN).

**I must enter my TIN in the appropriate box.**

If I am a **resident alien** and I do not have and am not eligible to get an SSN, my TIN is my IRS individual taxpayer identification number (ITIN). I enter it in the social security number box. If I do not have an ITIN, I see **How To Get a TIN** below.

If I am a **sole proprietor** and I have an EIN, I may enter either my SSN or EIN. However, the IRS prefers me to use my SSN.

If I am a LLC that is **disregarded as an entity** separate from its owner (see **Limited liability company (LLC)**), and am owned by an individual, I will enter my SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc, I enter the owner's EIN.

**Note:** See the chart entitled "What Name and Number to Give the Requester" for further clarification of name and TIN combinations.

**How to get a TIN.** If I do not have a TIN, I must apply for one immediately. To apply for an SSN, I get **Form SS-5**, Application for a Social Security Card, from my local Social Security Administration office. I must get Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. I can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

If I am asked to complete Form W-9 but do not have a TIN, I write "Applied For" in the space provided for the TIN on my Signature Card, sign and date the form and give it to you. For interest and dividend payments and certain payments made with respect to readily tradable instruments, generally I will have 60 days to get a TIN and give it to you before I am subject to backup withholding on payments.

The 60-day rule does not apply to other types of payments. I will be subject to backup withholding on all such payments until I provide my TIN to you.

**Note:** Writing "Applied For" means that I have already applied for a TIN, or that I intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

**PART II. Certification.**

To establish to the withholding agent that I am a U.S. person, or resident alien, I sign Form W-9. I may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise. For a joint account, only the person whose TIN is shown in Part I on the W-9 should sign (when required). Exempt residents, see **Exempt from backup withholding.**

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

- Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts that were considered active during 1983.** I must give my correct TIN, but I do not have to sign the certification.
- Interest, dividend, broker and barter exchange accounts opened after 1983 and broker accounts that were considered inactive during 1983.** I must sign the certification or backup withholding will apply. If I am subject to backup withholding and am merely providing you with my correct TIN, I must cross out item 2 in the certification before signing the form.
- Real Estate transactions.** I must sign the certification. I may cross out item 2 of the certification.
- Other payments.** I must give my correct TIN, but do not have to sign the certification unless I have been notified that I have previously given an incorrect TIN. "Other payments" include payments made in the course of the requestor's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a non-employee for services, payments to certain fishing boat crew members and fishermen and gross proceeds paid to attorneys (including payments to corporations).
- Mortgage interest paid by me, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions.** I must give my correct TIN, but do not have to sign the certification.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires me to give my correct TIN to you who must file information returns with the IRS to report interest, dividends, and certain other income paid to me, mortgage interest I paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions I made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of my tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation and to cities, states and the District of Columbia to carry out their tax laws.

I must provide my TIN whether or not I am required to file a tax return. You must generally withhold 28% of taxable interest, dividend, and certain other payments to me if I do not furnish my TIN to you. Certain penalties may also apply.

**WHAT NAME AND NUMBER TO GIVE THE CREDIT UNION**

For this type of account:	Give the name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account, or if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable trustee savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship	The owner <sup>3</sup>
For this type of account:	Give the name and EIN of:
6. Sole proprietorship	The owner <sup>3</sup>
7. A valid trust, estate or pension trust	Legal entity <sup>4</sup>
8. Corporate	The corporation
9. Association, club, religious, charitable, educational or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district or prison) that receives agriculture program payments	The public entity

- List first and circle the name of the person whose number I furnish. If only one person on a joint account has an SSN, that person's number must be furnished.
- Circle the minor's name and furnish the minor's SSN.
- I must show my individual name, but I may also enter my business or "DBA" name. I may use either my SSN or EIN (if I have one).
- List first and circle the name of the legal trust, estate or pension trust. (I must not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**NOTE:** If no name is circled when there is more than one name listed, the number will be considered to be that of the first name listed.

**IV. (A) DISCLOSURE OF YOUR ABILITY TO WITHDRAW FUNDS**

Your policy is to make funds from my cash and check deposits available to me on the first (1st) business day after the day you receive my deposit. Electronic direct deposits will be available on the day you receive the deposit. Funds from any deposits (cash or checks) made at automated teller machines (ATMs) you do not own or operate will not be available until the second (2nd) business day after the day of my deposit. Once they are available, I can withdraw the funds in cash and you will use the funds to pay checks that I have written.

For determining the availability of my deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If I make a deposit before 4:00 p.m. on a business day that you are open, you will consider that day to be the day of my deposit. However, if I make a deposit after 4:00 p.m., or on a day you are not open, you will consider that the deposit was made on the next business day you are open.

**LONGER DELAYS MAY APPLY.** In some cases, you will not make all of the funds that I deposit by check available to me on the first (1st) business day after the day of my deposit. Depending on the type of check that I deposit, funds may not be available until the fifth (5th) business day after the day of my deposit. However, the first \$100 of my deposits may be available on the first (1st) business day after the day of deposit.

If you are not going to make all of the funds from my deposit available on the first (1st) business day after the day of deposit, you will notify me at the time I make my deposit. You will also tell me when the funds will be available. If my deposit is not made directly to one of your employees, or if you decide to take this action after I have left the premises, you will mail me the notice by the business day after you receive my deposit.

If I will need the funds from a deposit right away, I should ask you when the funds will be available. In addition, funds I deposit by check may be delayed for a longer period under the following circumstances:

- You believe a check I deposit will not be paid.
- I deposit checks totaling more than \$5,000 on any one day.
- I redeposit a check that has been returned unpaid.
- I have overdrawn my account repeatedly in the last six (6) months.
- There is an emergency, such as failure of communications or computer equipment.

You will notify me if you delay my ability to withdraw funds for any of these reasons, and you will tell me when the funds will be available. They will generally be available no later than the seventh (7th) business day after the day of my deposit.

**SPECIAL RULES FOR NEW ACCOUNTS.** If I am a new member, the following special rules will apply during the first thirty (30) days my account is open.

Funds from electronic direct deposits to my account will be available on the day you receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first (1st) business day after the day of my deposit if the deposit meets certain conditions. For example, the checks must be payable to me. The excess over \$5,000.00 will be available on the ninth (9th) business day after the day of my deposit. If my deposit of these checks (other than a U.S. Treasury check) is not made in person to one of your employees, the first \$5,000.00 will not be available until the second business day after the day of my deposit.

Funds from all other check deposits will be available on the thirtieth (30th) business day after the day of my deposit.

**(B) SPECIAL NOTICE REGARDING ENDORSEMENT STANDARDS**

The federal law dealing with funds availability requires the financial institution's endorsement area on the back of a check be kept clear or unobstructed. This rule is designed to prevent unnecessary delays in processing my deposits as well as to promote speedier returns of dishonored checks. Only the 1-1/2 inch space from the "trailing edge" (the left edge of the check when it is facing me) can be used by me for endorsements or any other markings.

You will not be responsible for any damages incurred in the event I deposit an item which is subsequently returned unpaid by the paying bank and that return is "late" due to markings on the check caused by me or a prior endorser on the back of the check.

In the event that I draw a check on my checking or loan account with you, I am responsible for any delay or misrouting of the check caused by markings placed on the check by me that obscure any depository endorsements placed by you or your agent and I agree to hold you harmless and indemnify you from any liability due to such delay or misrouting.

