

UFCW Local 1776 Federal Credit Union

Member Account Agreement

PURPOSE: The purpose of this agreement is to establish the basis for a continuing relationship between the UFCW Local 1776 Federal Credit Union (Credit Union) and the account owner(s) (you/your) with respect to deposit accounts and other Credit Union services. This agreement will be applicable to all accounts of account owner(s) originated or in existence on the date hereof and all accounts subsequently in existence during the term of this Agreement, which are in the names of the account owner(s), and to all activities and services available through such accounts.

MEMBERSHIP: You hereby acknowledge that you are eligible to join the Credit Union, and are within the field of membership. You also acknowledge that all the information provided on the Membership Application is true and correct. If it is later determined that you were not eligible to join, or the information you provided was false, you agree that the Credit Union may close your account(s) and terminate your membership immediately, without notice. In addition, all members who joined the Credit Union because of your status as a member, will have their accounts closed, and membership terminated, as well. Joint owner status, does not, on its own, constitute Credit Union membership.

ACCOUNT INFORMATION: You agree to be bound by the Credit Union's rules and policies, and any future amendments thereto. If there is more than one account owner designated for an account, then the account owners agree that the property in the account shall be owned as joint tenets, with right of survivorship, and not as tenants in common. If the account owners are husband and wife, then the property shall be held as tenants by the entireties. All property in a joint account with the right of survivorship shall be payable to any one of the account owners during the lifetime of all, or any survivor or survivors after the death of one or more of them. Each account owner shall have full power, either before or after the death of the other(s), to make withdrawals from an account, pledge shares from an account or close an account, without the consent of any other joint owner, and upon the death of any joint owner, the balance then remaining in the account shall be absolute property of the survivor(s).

SHARE REQUIREMENTS: Account owner(s) agree that at least one share (\$5.00) will be on deposit with the Credit Union at all times. If all shares in an account are voluntarily withdrawn by an account owner, the account may be automatically closed and membership terminated.

STATEMENTS: The Credit Union will send all statements, notices and any other information pertaining to an account to the address of the first named member on the account. Account owner agrees to advise the Credit Union in writing of any change of address and will be bound by any change made by any joint owner. You should carefully examine the statement when you receive it. If you feel that there is an error on the statement, or that someone has an unauthorized debit to your account, you must notify the Credit Union immediately. The statement is considered correct unless you notify the Credit Union promptly in writing after any error is discovered. Moreover, because you are in the best position to discover and report any unauthorized debit, you agree that the Credit Union will not be liable for

paying such item if (a) You do not notify an unauthorized debit to the Credit Union within twenty (20) calendar days of the mailing date of the earliest statement containing the unauthorized debit, or (b) the unauthorized items were drawn in such a way that (as by a facsimile machine or otherwise), that lack of authority could not be detected by the Credit Union.

DEPOSITS: All deposits made to the Credit Union are subject to Regulation CC and the Expedited Funds Availability Act. The Credit Union may refuse any deposit, limit the amount that may be deposited, and return all or any part of any deposit without notice. If deposits are made to an account(s) with other than cash, such items are subject to collection. If funds are made available for use prior to collection of such items, you agree to pay or otherwise reimburse the Credit Union for any funds that are not collected.

CHECK CASHING FEES: If you issue a check drawn on the Credit Union and a non-member of the Credit Union seeks to cash it at the Credit Union, the Credit Union reserves the right to charge a service fee as a condition of cashing the check. This fee helps the Credit Union cover the additional costs and risks involved in cashing such check.

FEES AND CHARGES: A list of Credit Union fees for certain services will be provided to you. These charges are subject to change at any time. Notifications of my charges will be provided at least 30 days before any change is effective. Other charges and fees may be instituted subject to the limitation set forth above. Refer to the Credit Union's Service Fee Schedule for up-to-date information. If the Credit Union incurs any expenses, including but not limited to administrative costs and reasonable attorney fees, in responding to an attachment, garnishment or other levy, that is not otherwise reimbursed, it may charge such expense to your account without prior notice.

EFFECT OF INSTRUCTIONS: Instructions may be given orally, by telephone or in person, in writing, through an ATM, point of sale terminal, computer terminal, or any other method authorized by the Credit Union. Each instruction for a withdrawal or transfer of funds from an account of account owner(s) will have the legal effect of account owner(s) authorization, written draft, or order. Each instruction for deposit or other transfer of funds to an account will have the legal effect of authorizing the Credit Union as account owner(s) agent for collections, until the Credit Union receives final payment in the same manner as with checks deposited with the Credit Union for collections. If there is more than one account owner, each will be bound by an instruction given by any of them. All instructions and transactions will be subject to verification by the Credit Union and may be determined by the Credit Union's official records and periodic statements pertaining to the account. Account owner(s) will, on request of the Credit Union, provide Credit Union confirmation of any instructions. The Credit Union may refuse to effectuate any transaction until such authorizations and/or confirmations are received by the Credit Union. Each instruction will remain effective as to all such transactions until the Credit Union has received notice of revocation or change thereof and has had the opportunity in the ordinary course of business to effect such revocation or change.

SET OFF: If any account owner(s), including a descendent, has any outstanding debt, liability, or similar obligation to the Credit Union, account owner(s) agrees that Credit Union, to the extent allowed by applicable law and in addition to such rights as it may have under law, shall have a security interest in, a statutory lien upon, and a right to set off against such debt, liability or similar obligation, without prior notice, all money owed by the Credit Union or its affiliates, to the account owner(s), in any capacity whatever, including without limitation, any balance of or shares in any deposit, trust, custodial or agency account, whether or not then due. Account owner(s) agree that the entire balances of any account(s), including funds received from social security, can be offset for the debts of any one or all of the joint owners. Any garnishment or other levy against your account is subject to the Credit Union's right of set off and security interest.

AVAILABILITY NOTICE: All members may vote in the annual election and may maintain a savings account that does not accrue dividends. The Credit Union is under no obligation to provide you with any other services or benefits. All services and benefits are provided solely at the Credit Union's discretion to members in good standing, and may be rescinded or revoked at any time. Members who cause a loss to the Credit Union (through bankruptcy, or any other means), abuse Credit Union services, are delinquent on Credit Union loans, maintain a negative share balance, are abusive to the Credit Union staff, or who abuse their Credit Union privileges in any other manner, may have their Credit Union services revoked, without notice, or their accounts closed. The decision to reinstate an account, or any services, is solely at the discretion of the Credit Union.

CLOSING ACCOUNTS: Any or all account owner(s) may close an account(s) by give the proper notice to the Credit Union and completing the necessary forms required by the Credit Union. Such notice must be given reasonable time, to afford the Credit Union the opportunity, in the ordinary course of business, to effect the requested closing of an account(s). Account owner(s) will remain liable for any and all debts to the Credit Union, until repaid, notwithstanding the close of any or all share accounts. The Credit Union assumes no responsibility for an account(s) closed by one or any owners of an account(s), without the consent of the remaining joint owner(s). The Credit Union may close any account subject to the By-laws, and/or applicable policies.

ILLEGAL ACTIVITY: Any financial service provided by the Credit Union may be used for any transactions permitted by law. You agree that illegal use of any financial service will be deemed an action of default and/or breach of contract and such services may be terminated at the Credit Union's discretion. You further agree, should illegal use occur, to waive the right to sue the Credit Union for such illegal activity, directly or indirectly related to it. You also agree to indemnify and hold the Credit Union harmless from any and all suits or other legal action or liability, directly or indirectly, resulting in such illegal action.