



Member Agreement

AGREEMENT

AGREEMENT - This is a contract between you and us about this account. It is subject to state and federal laws and the Uniform Commercial Code, as adopted in the state where we are located (except to the extent that it can and does vary such rules or laws). "You" and "your" means the account owners and anyone who signs this form. "We," "us," and "our" means this Credit Union. This contract will govern the operation of this account unless clearly varied by a separate written agreement or disclosure. This agreement includes your promise to pay any reasonable charges we impose for services you request and your permission for us to deduct earned charges from the account balance. It also includes your promise to be jointly and severally liable for any account deficit resulting from these charges together with any costs we incur to collect any deficit including our reasonable attorneys' fees (to the extent permitted by law).

OVERDRAFT PROTECTION - Overdraft protection will transfer from the account you specified on front of form. All transfers will be made in increments of \$25. By accepting overdraft protection you agree to the following: The Credit Union may transfer funds from your savings or money market account provided those funds are available for withdrawal, and deposit the funds to your share draft/checking account. Money market transactions are limited during any statement period to not more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic, or computer transfer of telephonic order of instruction.

The Credit Union is under no obligation to pay a draft which exceeds the balance in your share draft checking account.

ACCOUNT OWNERSHIP - Indicate proper account ownership by checking appropriate box on front side of this agreement. The right or authority of this Credit Union under this agreement shall not be changed or terminated by the account owners or any of them, except by written notice to this Credit Union which shall not affect transactions theretofore made. **JOINT ACCOUNT** - This Credit Union is hereby authorized to recognize any of the signatures subscribed hereto in the payment of funds or the transaction of any business for this account. The joint owners of this account, hereby agree with each other and with this Credit Union that all sums not paid in on shares, or heretofore or hereafter paid in on shares by any or all of said joint owners to their credit as such joint owners with all accumulations thereon, are and shall be owned by them jointly, with right of survivorship and be subject to the withdrawal or receipt of any of them, and payment to any of them or the survivor or survivors shall be valid and discharge this Credit Union from any liability for such payment. Any or all of said joint owners may pledge all or any part of the shares in this account as collateral security to a loan or loans. **INDIVIDUAL OR JOINT WITH BENEFICIARY** - This account is held in your name as trustee for the designated beneficiary or beneficiaries. If two or more of you create such an account, you own the account jointly with right of survivorship, as that type of account ownership is defined herein. Beneficiaries acquire the right to withdraw only if (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. Any of the person(s) creating this account reserves the right to: (1) change beneficiaries; (2) change account ownership; and (3) withdraw all or part of the shares at any time. **COMMUNITY/MARITAL PROPERTY ACCOUNT** - If we are in a community property state, and you open this type of account, you each intend and agree that all funds in this account shall be community property and not separate property regardless of the source of these funds.

RIGHT TO REPAYMENT OF INDEBTEDNESS - You each agree that we may (without prior notice and when permitted by law) charge against and deduct from this account any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we charge the account, including any balance the due date for which we properly accelerate under the note.

In addition to these contract rights, we may also have rights under a "statutory lien." A "lien" on property is a creditor's right to obtain ownership of the property in the event a debtor defaults on a debt. A "statutory lien" is one created by federal or state statute. If federal or state law provides us with a statutory lien, then we are authorized to apply, without prior notice, your shares and dividends to any debt you owe us, in accord with the statutory lien.

Neither our contract rights nor rights under a statutory lien apply to this account if: (a) it is an Individual Retirement Account or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal arises only in a representative capacity. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

PROXY

The member does hereby constitute and appoint the members of the Board of Directors of this Credit Union, who are qualified and acting directors at the time this proxy is used, as proxies to cast all votes to which the member is entitled, for the election of directors, mergers and any matter with regard to which Credit Union shareholders are entitled to vote by proxy, as the said directors or a majority of them see fit, at all annual or special meetings of the members of said Credit Union hereafter held and any adjournment thereof, from time to time and year to year, until and unless this proxy is cancelled by the member. The member further authorizes the said proxies to designate a person or committee to cast the vote or votes of the member in such manner and for such candidates as the said proxy shall determine, hereby ratifying whatever the said proxies may do in the premises.



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