

MEMBERSHIP ACCOUNT AGREEMENT

DEAR CREDIT UNION MEMBER:

This Account Agreement ("Agreement") contains the terms and conditions which govern your account with us. Please review this Agreement carefully. Throughout this Agreement, the terms "you" and "your" refer to the owner (whether joint or individual), and the terms "we," "us" and "our" refer to the credit union. If you sign your membership application or continue to have an account with us, you agree to these terms and conditions, our bylaws and any amendments thereto. Your account is also governed by applicable laws, as well as other documents applicable to your account, including the Truth in Savings Account Disclosure, Privacy Policy, Funds Availability Policy and/or Electronic Fund Transfer Agreement, all of which are incorporated by reference ("Disclosures").

1. Funds Deposited. Funds may be deposited in person or by mail at any time. We are not responsible for transactions initiated by mail until we actually record them. We may refuse to accept particular share drafts/checks or similar instruments as a credit to your account at our discretion. Any cash deposited will be credited to your account in accordance with this Agreement. Any other item that you deposit will be handled by us in accordance with our usual collection practices. If any item you deposit is returned unpaid, we will debit your account and adjust any dividends earned. You will, in any event, be liable to us for the amount of any share draft/check you deposit to your account that is returned unpaid, plus our costs and expenses associated with the collection of all or part of such amount from you, including reasonable attorney fees. You understand you may not be able to withdraw funds until we have received final settlement for any item deposited. Any funds deposited on Saturdays, Sundays, Holidays, or after our cut-off hour on business days, will be credited to your account at the beginning of the next business day. Funds deposited may be subject to a service charge. Funds shall be handled in accordance with our Disclosures, which will control the banking day funds are deemed received by us and when they will be available for withdrawal.

2. Collection of Items Deposited. In receiving items for credit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse.

If we permit you to withdraw funds from your account before final settlement has been made for any item deposited, and final settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any item deposited at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of items deposited or for any damages resulting from any of those actions.

3. Special Notice Accounts. If any of your shares are received as special notice accounts, they are subject to the following limitations. Except as provided otherwise relative to dividends on such shares, neither the whole nor any part of such shares may be withdrawn other than pursuant to the terms of a withdrawal notice of 90 days or more signed by you or any joint owners named on the account and received by us. Such notice shall state that you or any joint owners propose to withdraw such shares in whole or in specified part during a withdrawal period commencing upon a day specified, which day shall not be less than 90 days following the receipt by us of such withdrawal notice and terminating upon the expiration of the ninth day following or, if such ninth day shall be a Saturday, Sunday or legal holiday, upon the expiration of the business day next succeeding such ninth day. Any ordinary, extra or additional dividends on such shares may be withdrawn pursuant to a permanent dividend order signed by you or any joint owner and received by us prior to the day upon which such dividend becomes payable or pursuant to a demand made by you or any joint owner within one year after the day upon which such dividend became payable. If not withdrawn, no such dividends shall be withdrawn except as previously stated.

4. Liability. Each of you agrees for yourself (and the person or entity you represent if you sign as a representative of another) to the terms and conditions of this account and to the schedule of charges as provided in the Disclosures provided to you at the time you opened the account. Fees, charges and balance requirements may change from time to time. We reserve the right to impose a service charge for cashing share drafts/checks drawn on your account if the person cashing the share draft/check is not a member of this credit union.

This Agreement includes your promise to pay us and be responsible for any fees, charges or balance/share requirements (and any other reasonable charges we impose for service as you request), which may be deducted from the account balance. It also includes your promise to be jointly and severally liable for any account deficit resulting from charges or overdrafts, together with any costs we incur to collect any deficit, including our reasonable attorney fees (to the extent permitted by law). You agree that at our option we may suspend your membership rights, except for the member's right to vote and maintain a share account, if you violate any of the terms of this Agreement.

5. Lien Impression. We may at any time (without prior notice, except as prohibited by law) impress and enforce a lien on any part of your accounts by applying the funds in this account against any debt owed to us now or in the future, by any of you having the right of withdrawal. This right does not apply to this account if: (a) it is an IRA or a tax-deferred retirement account; (b) the debtor's right of withdrawal arises only in a representative capacity; or (c) any other restrictions are imposed by state or federal law.

6. Claims. In response to any garnishment, attachment, restraining order, injunction, levy, citation to discover assets, judgment, reclamation, other order of court or other legal process ("Claim(s)"), we have the right to place a hold on, remove from your account(s) and/or remit to the designated third-party(ies) any amount on deposit in your account(s) as set forth in and required by such Claim(s). If the account(s) is/are held jointly, we may place the hold, remove from the account(s) and/or remit the amounts from the account(s) arising from any Claim(s) relating to any one or more of the account holders. In addition, we may charge against your account(s) any fee authorized by law in connection with the Claim(s) or as otherwise set forth in the Disclosures.

7. Pledges. Each owner of this account may pledge some or all of the funds in the account for any purpose to which we agree, unless we receive written notice from you of a different intention. Any pledge of this account must first be satisfied before the rights of any joint account survivor, payable on death beneficiary, or trust account beneficiary becomes effective. For example, if one joint tenant pledges the funds evidenced by this Agreement for a debt (i.e. uses it to secure debt) and then dies, (1) the surviving joint tenant's rights in this account do not take effect until the debt has been satisfied, and (2) the debt may be satisfied with the funds in this account.

8. Expenses. Any expenses arising from attachment, garnishment or levy of your account will be your responsibility.

9. Dormant Accounts. You understand that if your account is dormant, you may be charged the fee specified in the Disclosures. You agree that we are relieved of all responsibility if your account balance is escheated in accordance with state law.

10. Payment of Dividends. By law we are prohibited from guaranteeing the payment of dividends or that the dividends we do pay are at the contracted rate. We must base our dividend payments to you upon the money we actually earn and that is available for distribution at the end of a dividend period.

11. Joint Accounts. If this is a joint account, we are authorized to recognize any of the signatures on the Membership Application in the payment of funds or the transaction of any business for this account. All shares are the property of the person(s) indicated on the account and we may release all or any part of the amount in the account to honor share drafts/checks, withdrawals, orders or requests from any person named on this account. Any person named on the account is liable for the amount of any overdraft regardless of whether he or she signed the item or benefited from the proceeds of the item. Upon receiving written notice from any person named on the account, we may freeze the account. The account may be frozen until we receive written notice, signed by all parties named in the account, as to the disposition of funds. We may use the funds to satisfy a debt or judgment of any person named on this account if ordered to do so by a court of law. The right or authority of the credit union under this paragraph shall not be changed or terminated by said owners, or any of them except by written notice to us which shall not affect transactions made before the notice becomes effective.

If this account is noted as a **joint account with right of survivorship**, on the death of one party to a joint account, all sums in the account on the death vest in and belong to the surviving party(ies) as his or her separate property and estate. In the event this account is designated as a **joint account without right of survivorship**, and we receive written notice of death of any person named on the account, we may freeze the account until we have received satisfactory evidence as to the disposition of the account.

12. In Trust For Account. If the account is designated as an In Trust For account, you may change the named beneficiary at any time by written direction to us. Upon your death, or if there are two or more trustees, upon the death of the last trustee, the amount then on deposit together with the dividends may be paid to the beneficiary or to the beneficiary's legal representative. We will not release any funds, however, until all legal documents have been delivered to us. We will not be liable for any payments or withdrawals made in accordance with state law.

13. Custodial Account. Any custodial account maintained is subject to the Uniform Transfers to Minors Act or other similar applicable law as adopted by the state in which the account is opened. The account must be opened in the name of a custodian. There may be only one custodian and one minor or beneficiary for each account.

14. Power of Attorney. If you wish to name another person to act as your attorney-in-fact or agent in connection with your account, we must approve the form of appointment.

15. Direct Deposits. If, in connection with a direct deposit plan, we deposit any amount in this account which may have to be returned to the federal government for any reason, you authorize us to deduct the amount of our liability to the federal government from this account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

16. Share Drafts/Checks. All negotiable paper ("share drafts/checks") presented to us must be in a format that can be processed and/or photographed. We may refuse to accept any share draft/check that does not meet this requirement. All endorsements placed on the reverse side on any share draft/check which you deposit to your account, must be placed so that they are on the left side of the share draft/check when looking at it from the front and must be placed so they do not go beyond an area located 1-1/2 inches from the left edge of the share draft/check when looking at it from the front. We may refuse to accept any share draft/check that does not meet this requirement, and if we do accept it, you will be completely responsible for any loss incurred by us which is premised on an endorsement not meeting this requirement, including reasonable attorney fees.

17. Non-Sufficient Funds. If your account lacks sufficient available funds to pay a share draft/check, a preauthorized transfer, or other debt activity presented for payment, we may return such item for non-sufficient funds and may charge you a fee as provided in the Disclosures, subject to our Overdraft Policy, if any. We will process share drafts/checks and any other debit activity in the order specified in the Disclosures.

18. Stop Payments. If you request us to stop payment on a check you have written or on a preauthorized transfer, you will give written or other confirmation as allowed by us within 14 days of making the request. If you fail to confirm an oral stop payment request within the 14 days, we reserve the right to cancel the request. Requests to stop all future payments on a preauthorized transfer may require additional documentation to be supplied to us. Your stop payment request must describe the item or account with reasonable certainty and we must receive the request in a time and way that gives us a reasonable opportunity to act on it. A stop payment on a check you have written will remain in effect for 6 months or until we receive written revocation of the stop payment, whichever occurs first. A stop payment on a preauthorized transfer will remain in effect until we receive a withdrawal of the stop payment request or the return of the debit entry(ies), whichever occurs first. You may be charged a fee every time you request a stop payment, even if it is a continuation of a previous stop payment request. You understand that we may accept the stop payment request from any of the joint owners of the account regardless of who signed the check or authorized the transfer. Our acceptance of a stop payment request does not constitute a representation by us that the item has not already been paid or that we have had a reasonable opportunity to act on the request.

19. Stale or Postdated Share Drafts/Checks. If you can write share drafts/checks on your account, you agree not to postdate any share draft/check drawn on the account. We may pay any postdated share draft/check unless you have given us written notice of the postdating describing the share draft/check with reasonable certainty. The notice is effective for 6 months and must be received at such time and manner as to afford us a reasonable opportunity to act on it. We are not liable to you for paying any stale or postdated share draft/check, and you agree to reimburse us for any loss we might suffer as long as we acted in good faith or exercised ordinary care. Any damages that you incur and which we may be liable for are limited to actual damages not to exceed the amount of the share draft/check.

20. Share Draft/Check Safekeeping. If you can write share drafts/checks on your account and utilize a share draft/check safekeeping or any other system offered by us for the retention of your share drafts/checks, you understand that the canceled share drafts/checks will be retained by us and destroyed after a reasonable time period or as required by law. At your request, we will provide without charge up to 25 canceled instruments or legible copies of the fronts and backs thereof per calendar year. Additional copies may be subject to a fee, as indicated in the Schedule of Fees or Disclosures. If for any reason we cannot provide you with a copy of a share draft/check, our liability will be limited to the lesser of the face amount of the share draft/check or the actual damages sustained by you.

21. Substitute Checks. To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These checks are similar in size to original share draft/checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original share draft/check. Some or all of the share drafts/checks that you receive back from us may be substitute check(s).

22. Statements. If your account is a Share Draft/Checking, Money Market, or Statement Share account, we will provide you with a periodic statement showing the account activity. The account holder who receives the statement is the agent for his/her co-account holder(s) for purposes of receiving the statement and items. You must notify us within 30 days after we mail or otherwise make the statement available to you of any discrepancies. If you fail to notify us, you will have no claim against us. However, if the discrepancy is the result of an electronic fund transfer, the provisions of our Disclosures will control its resolution. If you do not receive a statement from us because you have failed to claim it or have supplied us with an incorrect address, we may stop sending your statements until you specifically make written request that we resume sending your statements and you supply us with a proper address.

23. ACH and Wire Transfers. This agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted by the state in which the account is opened. If you send or receive a wire transfer, you agree that Fedwire? Funds Service may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire? Funds Service. When you originate a funds transfer for which Fedwire? Funds Service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named.

If you are a party to an Automated Clearing House ("ACH") entry, you agree to be bound by the rules and regulations of the National Automated Clearing House Association ("NACHA") Operating Rules, the Rules of any local ACH, and the Rules of any other system through which the entry is made.

Provisional Payment. Credit we give you with respect to an ACH credit entry is provisional until we receive final settlement for that entry through a Federal Reserve Bank. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making the payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

International ACH Transactions. If your transaction originates from a financial agency that is outside of the territorial jurisdiction of the United States, it may be subject to additional review for compliance with the rules of the Office of Foreign Assets Control (OFAC). If additional review is required, the International ACH transaction will not be available to you until it passes final verification.

Notice of Receipt. Under the operating rules of NACHA, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

Choice of Law. We may accept on your behalf payments to your account which have been transmitted through one or more ACHs and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state where this account is opened as provided by the operating rules of NACHA, which are applicable to ACH transactions involving your account.

24. Facsimile Signatures. You authorize us, at any time, to charge you for all share drafts/checks or other orders for the payment of money, that are drawn on us regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen in our files and contain the required number of signatures for this purpose. If your items are signed using any facsimile signature or non-manual form of signature, you acknowledge that it is solely for your benefit and convenience. You accept sole responsibility for maintaining security over any device affixing the signature as such signature will be effective regardless of whether the person affixing it was authorized to do so.

25. Restrictive Legends. We are not required to honor any restrictive legend on share drafts/checks you write unless we have agreed to the restriction in a writing signed by an officer of the credit union. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000.00."

26. Notices. You are responsible for notifying us of any address or name changes, the death of a member or other information affecting your account. Notices must be in a form and manner acceptable to us with enough information to allow us to identify the account. Notice sent by you to us is not effective until we have received it and have a reasonable opportunity to act on it. Written notice sent by us to you is effective when mailed to the last address supplied.

27. Closing Account. We reserve the right to close this account if your membership in this credit union terminates. We have the authority to pay an otherwise properly payable share draft/check at our discretion, which is presented after the closing of your account.

28. Amendments and Alterations. Notice will be given to you if we change the terms of this Agreement at any time by mailing notice to your address shown on our records, by posting a notice of any such changes at our main office or by whatever notice requirements may be required by law.

29. Transfers and Assignments. You cannot assign or transfer any interest in your account unless we agree in writing.

30. Effective Applicable Laws and Regulations. You understand that this Agreement is governed by the laws of the state where this account is opened except to the extent that federal law is controlling. Changes in these laws and regulations may modify the terms and conditions of your account(s). We do not have to notify you of these changes, unless required to do so by law.

31. Account Disclosure. At the time you opened your account, you received Disclosures which provided a schedule of all fees and charges applicable to the account, the dividend rate and applicable Annual Percentage Yield, minimum balance requirements and other pertinent information related to the account. This information found in the disclosure may change from time to time. If such a change would adversely affect your account, we will provide you with written notice 30 days prior to the change. However, you will not receive a notice if the only change is a decrease in the dividend rate on a variable rate account.

32. No Waiver. You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us under this Agreement shall affect or preclude our future exercise of that right, remedy, power or privilege.

SAVINGS SHARE ACCOUNTS AND MONEY MARKET ACCOUNTS. In addition to the General Rules, your account will be subject to the following rules:

1. Withdrawals. We reserve the right to require you to notify us of your intentions to withdraw shares or to withdraw funds from the account as explained in the Disclosures.

2. Access Limitations. You understand that we will not allow more preauthorized transfers than the maximum number specified in the Disclosures. A preauthorized transfer is a transfer of funds from this account to make payments to a third party by means of a preauthorized or telephone agreement, order or instruction. If applicable, the Disclosures will also specify the maximum number of drafts/checks that may be written on the account per month. Federal regulations require compliance with these restrictions. We may be required to close your account, take away any ability to transfer and write drafts/checks, or convert the account to a Share Draft/Checking or other transaction account if these restrictions are violated.

SHARE CERTIFICATE ACCOUNTS. In addition to the General Rules, your Share Certificate ("Certificate") Account will be subject to the following rules:

1. Terms. The term of deposit, dividends rate(s) and Annual Percentage Yield ("APY") of your Certificate are specified on your Certificate. We reserve the right to require you to notify us of your intention to withdraw shares or to withdraw funds from this account.

2. Payment on Maturity. Your Certificate is payable on the maturity date noted on the Certificate.

3. Dividends. The Certificate pays dividends at the rate and basis as set forth on the Certificate. Dividends will not be compounded unless noted on the Certificate, and will be paid according to the payment frequency set forth, and in the manner indicated, on the Certificate. Withdrawal of dividends prior to maturity will affect the APY. For any renewal of a Certificate, dividends will be paid at the rate then in effect at this credit union for similar accounts, and any such renewal will be for a time period equal or similar to the original term, and subject to these terms and conditions. Except for any grace period dividends discussed in paragraph 7 or any post-maturity dividends discussed in paragraph 8 below, no dividends will be paid on a Certificate after the maturity date of its term.

4. Transferability. No right in, or title to, the Certificate is transferable, except on the books of this credit union.

5. Withdrawal Prior to Maturity. You have contracted to keep the funds evidenced by the Certificate on deposit from the issue date until the maturity date of the Certificate. Acceptance of a request by you for withdrawal of some or all of the funds prior to the maturity date is at our discretion as referenced in the Withdrawals and Additional Deposits during Term provision of the Agreement.

6. Early Withdrawal Penalty. If we allow a withdrawal, either in part or in whole, prior to the maturity date, each time we allow such a withdrawal, you will be assessed an early withdrawal penalty as set forth on the Certificate. The penalty may invade the Certificate's principal.

7. Automatic Renewal. Automatic Renewal Certificates renew automatically on the maturity date of its term. If the deposit is withdrawn during the grace period as set forth in the Certificate, we will not charge an early withdrawal penalty. If dividends are paid on the Certificate until withdrawal during the grace period, it shall be that grace period dividends described on the Certificate under Grace Period Dividends.

8. Single Maturity. Single Maturity Certificates are not automatically renewable and mature on the stated maturity date of its term as set forth on the Certificate. No dividends will be paid on the Certificate after the maturity date unless described on the Certificate under Post-Maturity Dividends.

9. Withdrawals and Additional Deposits during Term. No withdrawal or additional deposits will be allowed during the term of the Certificate unless allowed by the product, as disclosed by your Certificate.

10. Callable Certificate. If your Certificate has a "call" feature, we may redeem the Certificate prior to the stated maturity date as disclosed by your Certificate.

11. Bump Up Certificate. If your Certificate has a "bump up" feature, you may bump up the dividend rate on your Certificate prior to the stated maturity date, as disclosed by your Certificate.

12. Step Rate Certificate. If your Certificate has a "step rate" feature, there are two or more dividend rates that will take effect for the specified time periods as disclosed by your Certificate.

13. Tiered Balance Certificate. If your Certificate has a "tiered balance" feature, there is an identified dividend rate and APY, or range of APYs, applicable to specified portions of the Certificate's balance, as disclosed by your Certificate.