

Membership and Account Agreement

This Membership and Account Agreement addresses the rights and responsibilities concerning Accounts the Credit Union offers to its members. In this Agreement, the words “I,” “my,” “you,” “your” and “yours” mean anyone who signs an Account Card or Account Change Card. The words “we,” “us,” and “our” mean the Credit Union. The word “Account” means any one or more share or other Accounts you have with the Credit Union. Your Account type(s) and ownership features are designated on your Account Card. By signing an Account Card, each of you, jointly and severally, agree to the terms and conditions in this Agreement and Account Card, the Funds Availability Policy Disclosure, Truth-in-Savings Disclosure, Rate and Fee Schedule, and any Account Receipt accompanying this Agreement, and the Credit Union’s Bylaws and policies, and any amendments to these documents from time to time which collectively govern your Membership and Accounts.

1. How do I join the Credit Union?

To join the Credit Union you must meet the membership requirements. A member can be an individual, corporation, partnership, trust or other organization. A member must purchase and keep at least one (1) share (“membership share”) in the Credit Union at all times. The cost of one share is set forth in our Bylaws which are available for your review upon request. Before you can join the Credit Union, we must be able to determine your eligibility by reviewing your credit or obtaining your employment history. Typically, detailed reviews are used only to verify your eligibility for services you request such as a loan. Upon your request, we will give you the name and address of each agency from which we obtain a credit report regarding your Account.

2. What types of Accounts does the Credit Union offer?

Single Party Accounts. A single party Account is an Account owned by one member qualified for credit union membership.

What will happen to my single party Account if I die? The funds in your Account pass on your death to your estate or, if so designated, to a trust beneficiary, subject to applicable law and other provisions of this Agreement. State law may also permit a surviving spouse or next of kin to withdraw a limited amount after a certain period has passed following the member’s death.

Multiple Party Accounts. A multiple party Account is an Account owned by two or more persons. A nonmember can become a joint owner of a multiple party Account with a member.

Who will own the multiple party Account if I die? Unless you tell us otherwise on the Account Card, all sums in the Account will pass to the surviving owner(s) of the multiple party Account. If you die leaving an unsatisfied debt that is subject to a Credit Union statutory lien, or you have given any security interest or pledge to the Credit Union, the Credit Union may exercise its right to satisfy the debt even if a surviving owner does not consent to it. For a multiple party Account without rights of survivorship, (i.e., if the joint owner has died) the deceased owner’s interest passes to his or her estate as if it were a single party Account. If the multiple party Account is shared with a nonmember, we may be required to close the Account upon the death of the member-owner unless the nonmember qualifies and establishes membership in the credit union.

Who controls the multiple party Account? Any owner that has signed the Account Card is authorized to act for any other owner(s) and may instruct us regarding transactions and other matters dealing with the multiple party Account. Each owner guarantees the signature of any other owner(s). Any owner may, for example, withdraw all funds, stop payment on items, transfer, or pledge to us all or any part of the shares without the consent of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an Account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the Account and require a court order or written consent from all owners to act.

Who is responsible for any debts incurred on a multiple party Account? The owners, jointly and severally, of a multiple party Account are liable to us for the amount of any

returned item, overdraft, or unpaid amount and any charges, regardless of who initiated or benefited from the transaction. If any Account owner is indebted to us, we may enforce our rights against any Account of an owner or all funds in the multiple party Account regardless of who contributed them.

4. What other disclosures do I need to best understand my Credit Union Account?

The following is a list of additional credit union Account disclosures that are made part of your membership application in this Credit Union. These disclosures are in addition to this Agreement and are required by law.

- Truth in Savings
- Initial Disclosure of Terms and Conditions of Electronic Funds Transfers
- ATM/Debit Cardholder Agreement (if applicable)
- Availability of Funds
- Your Right to Privacy

5. Can a minor child open an Account?

Yes. However, we may require any Account established by a minor child to be a multiple party Account with an adult owner. This is because many states do not allow minors to sign enforceable contracts. The adult owner shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such Account. We may pay funds directly to the minor without regard to his or her age. If you are the guardian or parent of the minor, you must be a joint Account owner with the minor child in order to access that Account. We have no duty to inquire about the use or purpose of any transaction. We will not change the Account status when the minor reaches the age of majority, unless authorized in writing by all Account owners.

6. What is a Uniform Transfers/Gifts to Minors Account and can I establish such an Account in the Credit Union?

Yes. A Uniform Transfers/Gifts to Minors Account (UTMA/ UGMA) is an individual Account created by a custodian who deposits funds as an irrevocable gift to a minor. The minor, to whom the gift is made, is the beneficiary of the custodial property in the Account. The custodian has possession and control of the Account for the exclusive right and benefit of the minor and, barring a court order otherwise, is the only party entitled to make deposits, withdrawals, or close the Account. We have no duty to inquire about the use or purpose of any transaction. If the custodian dies, we may suspend the Account, until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawal.

7. Can I designate an agent to conduct transactions on my Account?

Yes. If you designate an agent on your Account, you are authorizing another person to make transactions as your agent for the Accounts designated. An agent has no ownership interest in the Account(s) and has no Credit Union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent.

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8. Are there any requirements or limitations on the deposits I make?

Yes. Although funds may be deposited to any Account, they must be made in any manner approved by the Credit Union in accordance with this Agreement and the Rate and Fee Schedule.

Endorsements. We may accept transfers, checks, drafts, and other items for deposit into any of your Accounts if they are made payable to, or to the order of, one or more Account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft or item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement as set forth on the back of the check or draft, we may require endorsement as set forth on the item. Endorsements must be made on the back of the share draft or check within 1 1/2 inches from the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility.

- **Collection of Items.** We act only as your agent and are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. Deposits made by mail or at unstaffed facilities are not our responsibility until we receive them. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your Account.
- **Final Payment.** All items or Automated Clearing House (ACH) transfers credited to your Account are provisional until we receive final payment. If final payment is not received, we may charge your Account for the amount of such items or ACH transfers and impose a return item charge on your Account. Any collection fees we incur may be charged to your Account. We reserve the right to refuse or return any item or funds transfer.
- **Direct Deposits.** We may offer preauthorized deposits, such as payroll checks, Social Security or retirement checks, or other government checks, or transfers you authorize from other Accounts. You must authorize each direct deposit or transfer by filling out a separate form. You must notify us at least thirty (30) days in advance to cancel or change a direct deposit or transfer option. If you file for bankruptcy, we will continue making direct deposits unless you cancel that authorization. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your Account, we may deduct the amount returned from any of your Accounts, unless prohibited by law.
- **Crediting of Deposits.** Deposits made after the deposit cutoff time and deposits made on either holidays or days that are not our business days will be credited to your Account on the next business day.

9. Who has access to my Account?

You and other persons you authorize. Your signature on the Account Card authorizes your Account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any draft that appears to bear your facsimile signature even if it was made by an unauthorized person. You authorize us to honor transactions initiated by a third person to whom you have given your Account number even if you do not authorize a particular transaction.

10. How is my Account accessed?

- **Access Options.** You may withdraw or transfer funds from your Account(s) in any manner we permit such as in person, at an automated teller machine, by mail, by auto-

matic transfer, online, or by telephone. We may return as unpaid any draft drawn on a form we do not provide, and you are responsible for any loss we incur handling such a draft. We have the right to review and approve any form of power of attorney and may restrict Account withdrawals or transfers. We are under no obligation to honor any power of attorney.

- **ACH & Wire Transfers.** If we provide the service, you may initiate or receive credits or debits to your Account through wire or ACH transfer. You agree that if you receive funds by a wire or ACH transfer, we are not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. We may provisionally credit your Account for an ACH transfer before we receive final settlement. We may reverse the provisional credit or you will refund us the amount if we do not receive final settlement. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by Account or identifying number. The Credit Union (and other institutions) may rely on the Account or other identifying number as the proper identification even if it identifies a different party or institution.
- **Internet Banking/ Bill Payer Services.** I/We may request electronic access by any means possible including, but not limited to, Internet Banking and Bill Payer Services.

11. Does the Credit Union have to follow any special instructions I put on a draft or check?

No. Because we typically do not personally examine each and every draft or check, we may disregard information on any draft or check, such as obligations between you and another party, other than the signature of the drawer, the amount and any magnetic encoding. You agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

12. How do I learn the rates and fees for Credit Union Accounts?

Account rates and fees against your Account are set forth in the Rate and Fee Schedule. You can obtain this schedule from us. We may change the Rate and Fee Schedule at any time and will notify you as required by law. You may also check rates and fees by visiting the credit union web site at www.energycreditunion.org.

13. Are there any restrictions to withdrawals I make on my Accounts?

Yes. Withdrawals are permitted only if your Account has sufficient available funds to cover the full amount of the withdrawal or you have an established overdraft protection plan. Drafts or other transfer or payment orders, which are drawn against insufficient funds, may be subject to a service charge set forth in the Rate and Fee Schedule. If there are sufficient funds to cover some, but not all, of your withdrawal, we may allow those withdrawals for which there are sufficient funds in any order at our discretion.

We may refuse to allow a withdrawal in some situations, and will advise you accordingly; for example: (1) a dispute between Account owners (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the Account secures any obligation to us; (4) required documentation has not been presented; (5) you fail to repay a Credit Union loan on time. We may require you to give written notice of seven (7) days to sixty (60) days before any intended withdrawals.

14. Are there any limits on the number of transfers I may make between my Accounts?

Yes. For share savings and money market Accounts, if applicable, you may make up to six (6) preauthorized, automatic, telephone, or audio response transfers to another Account of yours or to a third party during any calendar month. Of these six, you may make no more than three (3) transfers to a third party by check or debit card. A preauthorized transfer includes any arrangement with us to pay a third party from your Account upon oral or written orders including orders received through the automated clearing house (ACH). You may make unlimited transfers to any of your Accounts or to

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any Credit Union loan Account and may make withdrawals in person, by mail, or at an ATM. However, we may refuse or reverse a transfer that exceeds these limitations and may assess fees against, suspend or close your Account.

15. How can I learn the terms of any time deposit or certificate Accounts I have with the Credit Union?

Any time deposit, term share, share certificate, or certificate of deposit Account allowed by state law (Certificate Account), whichever we offer, is subject to the terms of this Agreement, and the Rate and Fee Schedule and Account Deposit Receipt.

16. How will the Credit Union handle any overdrafts to my Account?

- What is an overdraft? You overdraw your Account on any day when the funds in your share draft Account are not sufficient to cover drafts, fees or other items posted to your Account. In many jurisdictions, it is a crime to knowingly issue a check or draft without sufficient funds.

- What is my liability to Credit Union for overdrafts?

All overdrafts will be handled in accordance with our overdraft procedures or an overdraft protection plan you have with us. The Credit Union's determination of an insufficient Account balance may be made at any time between presentation and the Credit Union's midnight deadline with only one review of the Account required. We do not have to notify you if your share Account does not have funds to cover drafts, fees or other posted items. Whether the item is paid or returned, your Account may be subject to a charge as set forth in the Rate and Fee Schedule. We, by covering one or any overdraft, do not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time without notice. If we pay a draft or impose a fee that would otherwise overdraw your Account, you agree to pay the overdrawn amount immediately.

We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor bank extra time beyond any midnight deadline limits.

- Can I avoid an overdraft situation if I don't have sufficient funds in my Account? Yes. If we have approved an overdraft protection plan for your Account, we will honor drafts drawn on insufficient funds by transferring funds from another Account under this Agreement or a loan Account, as you have directed, or as required under the Credit Union's overdraft protection policy. The fee for overdraft transfers, if any, is set forth on the Rate and Fee Schedule. This Agreement governs all transfers, except those governed by agreements for loan Accounts. You may still overdraw your Account if your withdrawals exceed available funds in other Accounts or the amount available from a loan Account established as overdraft protection.

17. What happens if I write a postdated check or draft to someone?

We may pay any draft without regard to its date unless you notify us of a postdating. The notice must be given to us in time so that we can notify our employees and reasonably act upon the notice. Your notice must accurately describe the draft, including the exact number, date, and amount. You understand that exact information is necessary for the Credit Union to identify the draft. We are not responsible if you give us an incorrect or incomplete description, or untimely notice. You may make an oral notice which lapses in fourteen (14) calendar days unless confirmed in writing. A written notice is effective for six (6) months and may be renewed in writing from time to time. You agree not to deposit checks, drafts, or other items before they are properly payable.

18. What happens if I write a check or draft on my Account and it is not cashed for six months or more?

We do not have to pay a check or draft, other than a certified check, that is more than six (6) months past its date.

19. Can I stop payment on any check or draft that I write?

Yes. You may instruct us to stop payment on checks or drafts that you have written. You may not stop payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by us.

a. How do I ask the Credit Union to stop payment? You may request a stop payment order on any draft drawn on your Account. To be binding, your order must be dated, signed, and describe the Account and draft number and the exact amount of the draft. The stop payment will be effective if the Credit Union receives the order in time to stop payment. You understand that exact information is necessary for the Credit Union to identify the draft. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the draft. If the stop payment order is not received in time for us to stop payment, we will not be liable to you or to any other party for payment of the draft. If we recredit your Account after paying a draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the draft and to assist us in any legal action.

b. How long is my stop payment order effective? An oral stop payment order will lapse within fourteen (14) calendar days unless confirmed in writing within that time. A written stop payment order is effective for six (6) months and may be renewed in writing from time to time. We do not have to notify you when a stop payment order expires.

c. What is the Credit Union's liability for following my stop payment order? None. We will charge your Account for stop payment orders as set forth on the Rate and Fee Schedule. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, damages or claims related to our refusing payment of an item, including claims of any multiple party Account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

20. What is the Credit Union's liability for failing to complete my transactions?

If we do not properly complete a transaction according to your instructions under this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if: (1) your Account contains insufficient funds for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your negligence or the negligence of another financial institution; or (4) your Account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We exercise ordinary care if our actions or non-actions are consistent with applicable state law, federal reserve regulations and operating letters, clearing-house rules, and general banking practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the Account and the terms of this Account Agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement.

21. Can the Credit Union impress a lien against my Account?

Yes. If you owe us money as a borrower, guarantor, endorser or otherwise, we have a lien on the Account funds in any Account in which you have an ownership interest, regardless of their source, unless prohibited by law. We may apply these funds in any order to pay off your indebtedness. By not enforcing a lien, we do not waive our right to enforce it later. In addition, you grant the Credit Union a consensual security interest in your Accounts and we may use the funds from your Accounts to pay any debt or amount now or hereafter owed the Credit Union, except for obligations secured by your residence, unless prohibited by applicable law. All Accounts are non-assignable and non-transferable to third parties.

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22. How will the Credit Union treat any lawsuits brought against me involving my Account?

If any legal action is brought against your Account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved. Any expenses or attorney fees we incur responding to legal process may be charged against your Account without notice, unless prohibited by law. Any legal process against your Account is subject to our lien and security interest, if any.

23. What information does the Credit Union disclose about me to third parties?

Generally, Credit Union will not disclose Account information to third parties except when: (1) it is necessary to complete a transaction you have authorized; (2) the third party seeks to verify the existence or condition of your Account in accordance with applicable law; (3) such disclosure complies with the law or a government agency or court order; or (4) you consent. You should review the Credit Union's privacy notice for more information.

24. Must I notify the Credit Union of any address or name change?

Yes. You must notify us of any address or name changes. We are only required to attempt to communicate with you at the most recent address you have provided to us. We only accept written notices of a change in address. If we attempt to locate you because you have not provided us with a current address, we may impose a service fee as set forth on the Rate and Fee Schedule. Any written notice you give us is effective when we receive it.

25. Will the Credit Union notify me of changes to this or any other agreements?

Yes. We may change the terms of this Agreement unless prohibited by law. We will notify you of any changes in terms, rates, or fees as required by law. Typically, a notice of any change will be mailed to you with your Account statement. We reserve the right to waive any term in this Agreement. Any such waiver shall not affect our right to future enforcement. Any written notice we give to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. Notice to any Account owner is considered notice to all Account owners.

26. What if I give the Credit Union an incorrect social security or taxpayer identification number?

Your failure to furnish a correct social security or taxpayer identification number (TIN) or meet other requirements may result in backup withholdings. If your Account is subject to backup withholdings, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your social security or TIN, we may suspend opening your Account, or, if applicable, you may request that we open a non-dividend or non-interest bearing Account until a TIN is provided.

27. What responsibilities do the Credit Union and member have regarding Account statements?

If your Account is one for which we provide a periodic statement, you will receive a periodic statement of transactions and activity on your Account during the statement period. If a periodic statement is provided, you agree that only one statement is necessary for a multiple party Account. For share draft or checking Accounts, you understand and agree that your original draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies may be retained by us or payable through financial institutions and made available upon your request. A charge as set forth on the Rate and Fee Schedule may be required to obtain a copy of your draft or check. You understand and agree that statements are made available to you on the date they are mailed to you. You also understand and agree that drafts or copies thereof are made available to you on the date the statement is mailed to you, even if the drafts do not accompany the state-

ment. You agree that the Credit Union's retention of drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes and we will not be liable for any payment made or charge to your Account unless you notify us in writing within the above time limit for notifying us of any errors.

- What happens if I don't review my Account statement? You are responsible for promptly examining each statement and reporting any irregularities to us. We are not responsible for any forged, altered, unauthorized or unsigned items drawn on your Account if: (1) you fail to notify us within thirty (30) days of the mailing date of the earliest statement of any forgery, alteration or unauthorized signature on any item described in the statement; (2) any items are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine; or (3) after one year from the earliest statement.
- What if I do not receive a statement? If you fail to receive a periodic statement you agree to notify us within fourteen (14) days of the time you regularly receive a statement.
- What if I want my statement to be sent to me electronically? If the Credit Union provides electronic delivery of statements, you will be required to provide consent to electronic delivery using the Credit Union's internet branch or other method, if applicable. If you receive an electronic statement, you must review your Account statement in the timely manner as stated above as if we sent a paper statement to you by mail.

28. What happens if I stop conducting transactions on my Account?

If your Account falls below any applicable minimum balance and you have not made any transactions over a period specified in the Rate and Fee Schedule during which we have been unable to contact you by regular mail, we may classify your Account as inactive or dormant. Unless prohibited by applicable law, we may charge a service fee set forth on the Rate and Fee Schedule for maintaining your inactive Account. If we impose a fee, we will notify you, as required by law, at your last known address. You authorize us to transfer funds from another Account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the Account funds to an Account payable and to suspend any further Account statements. If a deposit or withdrawal has not been made on the Account and we have had no other sufficient contact with you within the period specified by state law, the Account will be presumed to be abandoned. Funds in abandoned Accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

29. How will the Credit Union treat any special Account instructions such as trusts, wills and court-ordered Account arrangements?

You may request that we facilitate certain trust, will, or court-ordered Account arrangements. However, because we do not give legal advice, we cannot counsel you as to which Account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection. Account changes requested by you, or any Account owner, such as adding or closing an Account or service, must be evidenced by a signed Account Change form and accepted by us. You should also determine in advance whether any special Account arrangements affect the federal share insurance on that Account.

30. How is an Account terminated?

The Credit Union may terminate your Account at any time and without notice to you or we may require you to close your Account and apply for a new Account if: (1) there is a change in owners or authorized signers; (2) there are no members on the Account;

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(3) there has been a forgery or fraud reported or committed involving your Account; (4) there is a dispute as to the ownership of the Account or of the funds in the Account; (5) any share drafts are lost or stolen; (6) there are excessive returned unpaid items not covered by an overdraft protection plan; (7) there has been any misrepresentation or any other abuse of any of your Accounts; or (8) we reasonably deem it necessary to prevent a loss to us. You may terminate a single party Account by giving written notice. We reserve the right to require the consent of all owners to terminate a multiple party Account. We are not responsible for payment of any draft, withdrawal, or other item after your Account is terminated, however, if we pay an item after termination, you agree to reimburse us. The Credit Union may be entitled to additional rights over Accounts pursuant to any loan agreements with a member.

31. How is Credit Union membership terminated?

You may terminate your membership by giving us notice. We may deny services or expel you for any reason allowed by applicable law, including causing a loss to the Credit Union. Termination of membership does not affect existing obligations you may have to the Credit Union.

32. What happens to ongoing transactions if the Account owner dies?

We may continue to honor all transfer orders, withdrawals, deposits and other transactions on an Account until we are notified of a member's death. Once we are notified of a member's death, we may pay drafts or honor other payments or transfer orders authorized by the deceased member for a period of (10) days after that date unless we receive instructions from any person claiming an interest in the Account to stop payment on the drafts or other items. We may require anyone claiming a deceased owner's Account funds to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any Account owner.

33. What happens if any portion of this Agreement is found invalid or unenforceable?

If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

34. How can the Credit Union recover against a member that causes a loss for failing to follow this Agreement?

You are liable to us for any loss, cost or expense we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, costs or expenses from your Account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

35. What law governs this Agreement?

This Agreement is governed by the Credit Union's Bylaws, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the state in which the Credit Union's main office is located, and local clearinghouse rules, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this Agreement may be brought in the county in which the Credit Union is located.

36. What happens in the event of an emergency or disaster?

Business Continuity/DR Financial Limits Policy: The credit union has established the following procedures to be followed during the recovery period following a disaster. These

procedures are necessary to ensure that funds are available to all members who need them and the credit union is able to maintain its financial stability and maintain vital services. These procedures may be individually overridden, in writing, and signed by the chief executive officer and the chairperson of the board of directors.

Fund Withdrawals and Share Drafts (Checks): The maximum amount of cash that can be withdrawn from a member's account will be limited to \$200.00 per day. (This amount will not exceed the actual balance of the account(s) of the member). The maximum withdrawals allowed per day will be one (1) per account, per member (joint accounts will count as one). The maximum amount for which a personal check (share draft) will be cashed from an individual account is limited to \$200.00 (this amount will not exceed the actual balance of the member's account). Payroll checks may be deposited. If deposited, the amount of cash given back will be \$200.00 (joint accounts will count as one).

Account Handling: Members may not close an account following an emergency for at least 30 working days after the disaster. Until the system can be recovered to handle transactions, account balances will be maintained manually. Share balances may not be made available to members at the time of a deposit until the system is fully operational. Statements will only be issued after the credit union is fully operational.

Transmissions: Automated clearinghouse (ACH) transmissions will be postponed until the Hot-Site is operational and current credit union data is available. Automated teller machine (ATM) transmissions will be postponed until the Hot-Site is operational and credit union data is available. Share Draft transmissions will be postponed until the Hot-Site is operational and current credit union data is available. Internet Banking will be postponed until the Hot-Site is operational and credit union data is available. Optical System will be postponed until the Hot-Site is operational and current credit union data is available.

Stand Alone Systems: Web site will remain operational and utilized to communicate with membership and community. ACH and Share Draft returns will be handled via fax until the Hot-Site is operational and credit union data is available.

Loan Handling: Until the Hot-Site is operational, interest on loans will be postponed. Loan payments will be accepted in the form of: Share Draft (to limit of amount in the account), transfers from Share Account, personal check, cash, ACH (once it is operational), and HFS (once it is operational). Loan inquiries/balances may not be made available to members at the time of a loan payment until the Hot-Site is operational. Loan proceeds will be disbursed on collateral loans. Loan proceeds will be disbursed on share-secured loans. (These proceeds are limited to \$200 cash.) Loan proceeds will be disbursed on unsecured loans. (These proceeds are limited to \$200 cash.) Repayment schedules will remain the same during the recovery period.

Share Certificates: Proceeds from maturing Share Certificates will be disbursed during the recovery period and are limited to \$200 cash.

Member Contact: Member contact will be limited to: in-person at the teller window, over the telephone (when service is recovered), by ATM Networks, by Web site and HFS.

Backup Operations: Data backups will be performed by Hot-Site nightly until the credit union is fully functional. Backup data will be stored nightly, off-site, from the vendor Hot-Site.

Fees, Fines, and Delinquency Reporting: Late fees and fines will not be assessed until the credit union is fully operational. Delinquency reporting will not be addressed or reported until the credit union is fully operational. ATM foreign fees will not be assessed until the credit union is fully operational.

Other Procedures: All procedures noted above are contingent upon the severity of the disaster, and exceptions and/or overrides will be considered during the recovery period.

