

SOLANO FIRST FEDERAL CREDIT UNION  
1000 UNION AVENUE, P.O. BOX 5040  
FAIRFIELD, CALIFORNIA 94533  
(707) 422-1342

ACCOUNT AGREEMENT  
AND  
TRUTH-IN-SAVINGS DISCLOSURE

Effective December 2009

---

IMPORTANT DOCUMENTS

PLEASE KEEP FOR YOUR RECORDS



ACCOUNT AGREEMENT and TRUTH-IN SAVINGS DISCLOSURE

TABLE OF CONTENTS

	Page
Table of Contents .....	i
<b>PART I – INTRODUCTION</b>	
Introduction .....	1
Membership Eligibility and Requirements .....	1
USA Patriot Act and Customer Identification Program Notification. ....	1
<b>PART II – PAYMENT OF DIVIDENDS</b>	
Payment of Dividends. ....	1
<b>PART III – TERMS AND CONDITIONS</b>	
Terms and Conditions Applicable to:	
All Accounts .....	2
Individual and Joint Accounts .....	8
Pay-on-Death (POD) Designations .....	8
Living Trust Accounts .....	9
Uniform Transfer to Minors Accounts .....	9
Fiduciary Accounts .....	9
Sole Proprietorship Accounts. ....	10
Corporate, Partnership and Unincorporated Association Accounts .....	10
Savings Accounts .....	10
Checking Accounts .....	10
Liquid Money Accounts .....	12
First Choice Money Market Account .....	13
Term Share (Certificate) Accounts .....	13
Individual Retirement Accounts .....	13
<b>PART IV – MISCELLANEOUS TERMS</b>	
Instructions for IRS Form W-9 .....	14
(A) Disclosure of Funds Availability For Accounts Other Than Term Share (Certificate) Accounts .....	18
(B) Special Notice Regarding Endorsement Standards .....	19
(C) Wire Funds Transfer Agreement and Notice .....	19

# **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 an Account Signature Card or opening one or more account(s) with you. The words “you,” “your,” and “yours” mean SOLANO FIRST FEDERAL CREDIT UNION.

## **I. INTRODUCTION**

By signing an account agreement/signature card and depositing the required minimum funds in a credit union account, you agree to the terms in this Account Agreement and Truth-In-Savings Disclosure. This disclosure supersedes all other previous account agreements and disclosures for these accounts.

The terms, conditions and information set forth in the Account Agreement and Truth-In-Savings Disclosure and all amendments thereto, are by this reference hereby incorporated into this Truth-In-Savings Agreement and become an integral part of the General Terms and Conditions for the credit union accounts.

All Agreements and disclosures shall be construed in accordance with the provisions of the California Uniform Commercial Code (UCC) and applicable state and federal laws.

### **Membership Eligibility and Requirements**

Provided you are within our field of membership (live, work, attend school or worship within Solano County), your completion of a membership application/signature card, payment of a one-time membership fee and a deposit of \$25.00 to a Membership Savings Account (\$5 for a Minor Membership Account) makes you a Member of Solano First Federal Credit Union and entitles you to apply for all of our savings and loan services. Should the balance in your Membership Savings account fall below the minimum required, the Credit Union can restrict or discontinue any or all services normally available to you. If the balance in your Membership Savings account is not increased to meet the minimum requirement within six months of the reduction, low balance fees may occur and your membership may be terminated.

All applications for membership, share accounts, loans and other services are subject to review and approval. Our review may include checking your credit and/or account histories with consumer reporting agencies such as credit bureaus or eFunds ChexSystems. We will comply with all governmental regulations for screening and restricting new accounts such as those required by the USA PATRIOT Act and the Office of Foreign Assets Control (OFAC). We may deny your application based on this review.

### **USA Patriot Act and Customer Identification Program Notification**

Federal law requires all financial institutions to help the government fight the funding of terrorism and money laundering activities by obtaining, verifying, and recording information that identifies each person who opens an account. What this means to you: When you open an account we ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. Your membership with the Credit Union is conditional pending our verification of your identity pursuant to Section 326 of the USA Patriot Act within 30 days of opening your account. If we cannot verify your identity your account will be closed and you will not become a Member of the Credit Union.

## **II. 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, the Federal Credit Union Act 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, without notice, at the discretion of the Board of Directors. For specific dividend rate(s) for each type of dividend bearing account, I will refer to the current Dividend Rate Sheet, which is incorporated by this reference.

For all accounts except term share (certificate) accounts, Liquid Money Accounts, First Choice Money Market accounts, and checking accounts, dividends will be compounded monthly and will be credited monthly. For these accounts, the dividend period is monthly, for example, the beginning date of the 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.

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.

For all accounts other than share certificates and First Choice Money Market Accounts, if I close my account before dividends are credited, I will not receive the accrued dividends.

Balance Computation Method. Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Dividends will begin to accrue no later than the business day you receive provisional credit for the deposit of non-cash items (e.g. checks) to my account.

### **III. 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. To be a member in good standing I must purchase and maintain at least one (1) share (the Membership Share) of this Credit Union. The par value of a share in this Credit Union is \$25.00. If I fail to complete the purchase of one (1) share within 6 months of my admission to membership, or within 6 months from the increase in the par value in shares, or if I reduce my primary savings account balance below the par value of one (1) share and do not increase the balance to at least the par value of one (1) share within 6 months of the reduction, I may be terminated from membership at the end of a dividend period.
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. No more than three (3) of the six (6) transfers may be made by check, draft, debit card, if applicable, or similar order to a third party. 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 endorser(s) 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 will mail all statements and other notices only to the person whose signature appears first on the Account Signature Card. All notices sent to me by you will be effective when mailed to my last known address. In the

case of joint ownership, notice to or from one account holder will be effective for all joint owners. 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 sixty (60) 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.

11. 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.
12. I may close my Membership Share Account and terminate my membership status with you at any time without advanced notice, provided that: (1) I have no outstanding obligations to you; (2) I have no contingent liabilities to you; (3) you do not exercise your right to written notice; and (4) I have no other accounts open with you. If I close my Membership Share Account to discontinue my membership entirely, any new application for membership I submit within the next 90 days shall not be approved except by specific action of your Board of Directors. I may be denied services or expelled from membership by you for any reason allowed by applicable law, including causing a loss to you.
13. You reserve the right to close any account(s) terminating my membership should you discover that: (1) there has been a forgery or fraud reported or committed involving my account(s); (2) any checks are reported lost or stolen; (3) there is excessive overdraft activity not covered by an overdraft protection plan; (4) there has been any misrepresentation or any other abuse of my account(s); (5) you deem it necessary to prevent a loss to the Credit Union; and (6) 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.

I understand that my account(s) may also be terminated or closed by you at any time, without prior notification, if it has a zero balance, for a period greater than six months.

14. You may recognize the signature of anyone who signed an Account 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 Account 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.
15. Account for Minors. Minors within the field of membership may hold shares in their own names either individually or jointly, however you reserve the right to require the minor account to be a joint account with an owner who has reached the age of majority. In the absence of limitations agreed to in writing by you and the parent or guardian of the minor at the time the account is opened, the minor may transact on the account as an adult member. Unless a parent or guardian is an account owner, they shall not have any right to access the account. You are not obligated to inquire of the use or purpose of any transaction by the minor or any account owner.
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. You reserve the right to pay any withdrawal by means of a check. Cash withdrawal requests may be honored up to a maximum of \$2,500 per day. Cash withdrawal requests in excess of \$2,500 per day require that I notify you 48 hours advance notice of my intent to withdraw. You have the right to review and approve any form of power of attorney and may restrict withdrawals or transfers on my accounts.

17. I understand and agree that Individual, Joint, Trust (Totten or Passbook)/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 Account Signature Card or other document(s) evidencing such account(s). A different form of ownership may be established by executing an additional Signature Card(s) and 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. 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 Solano First FEDERAL CREDIT UNION, 1000 Union Avenue, P.O. Box 5040, Fairfield, California 94533.

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.

20. 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 impotency and have a reasonable opportunity to act.
21. 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.
22. 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. I/We understand that Solano First Federal Credit Union reserves the right to recover funds which are deposited to my/our account and returned unpaid, from any account(s) I/we own, either individually or jointly, at Solano First Federal Credit Union.

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.

23. 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.
24. 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.
25. You are under no obligation to pay a check drawn on my account or honor a check for deposit 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.

26. All accounts are subject to your Schedule of Fees and Charges, which is incorporated by this reference. You may change the Schedule of Fees and Charges at any time, and I will be notified of such changes as required by law. 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 deleted 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.
27. California law states that inactive account balances in savings, checking, and matured Term Share (Certificate) accounts must escheat to the state three (3) years since the last time I:
- 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
  - Corresponded in writing or electronically with you concerning the funds on deposit; or
  - 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.

Once funds have been turned over to the state, you will have no further liability to me for such funds. To recover funds turned over to the state, I must file a claim with the state.

28. 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 understand and agree that any such transfer(s) from a loan account shall be in accordance with the terms and conditions of my loan agreement. I understand and agree that the minimum amount of any such transfer(s) from a home equity line of credit (HELOC) account with you is \$250.00 and that any transfer(s) above the minimum shall be in the exact amount authorized. I understand and agree that the minimum amount of any such transfer(s) from a VISA® credit card account or Ready Line account with you shall be in even increments of \$100.00. I understand and agree that there is no minimum amount of any such transfer(s) from my ReadyT Line account or savings accounts with you and that any such transfer(s) shall be in the exact amount authorized. I understand and agree that any such transfer(s) 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 not occur.
29. Federal law requires you to report certain domestic currency transactions and foreign transactions. This reporting applies to all member accounts at the Credit Union.
30. 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.
31. 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. Any expenses and/or attorney fees incurred by you in responding to the legal process may be charged to my account without prior notice to me, unless prohibited by law.
32. 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.

33. 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.
34. 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.
35. 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.
36. In the event that a negative balance is created in my account (whether due to ATM activity, non-sufficient 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 without providing prior notice to me.

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 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.

37. 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.
38. Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund.
39. 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.
40. 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.
41. 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.
42. 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.
43. The obligation to exercise ordinary care in the handling of my transactions shall be measured by the standard of the reasonableness of procedures established for the transaction involved. Mere clerical error, inadvertence, or oversight without malice, or an honest mistake of judgment shall not constitute a failure to perform such obligations or a failure to exercise ordinary care and shall in no case be deemed wrongful. **IF YOU DO NOT PERFORM AS AGREED AND DISCLOSED, YOU MAY BE LIABLE FOR MY LOSSES NOT TO EXCEED THE AMOUNT OF THE TRANSACTION. YOU WILL NOT BE LIABLE IF: (A) THROUGH NO FAULT OF YOURS, MY ACCOUNT DOES NOT HAVE ENOUGH FUNDS TO COVER THE TRANSACTION; (B) CIRCUMSTANCES BEYOND YOUR CONTROL PREVENTS THE TRANSACTION; (C) MY LOSS IS CAUSED BY MY NEGLIGENCE OR THE NEGLIGENCE OF**



ANOTHER FINANCIAL INSTITUTION; OR (D) THE MONEY IN MY ACCOUNT IS SUBJECT TO A LEGAL PROCESS OR CLAIM. YOU WILL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES, EXCEPT LIABILITY FOR WRONGFUL DISHONOR. ANY CONFLICT BETWEEN ORAL REPRESENTATIONS BY ME OR YOUR EMPLOYEES AND ANY WRITTEN FORM WILL BE RESOLVED BY REFERENCE TO THE APPLICABLE AGREEMENTS AND DISCLOSURES.

44. Account Information. In the ordinary course of business, you may disclose information about my account to third parties only if: (1) I give you written permission; (2) such disclosure is in compliance with the law, government agencies, or court orders; or (3) it is necessary to complete my transaction.

You also participate in an account verification program through which you may verify, with Chex Systems, Inc., the previous banking relationship of any member applying for a checking account. You also report to Chex Systems, Inc. when you close a checking account due to overdraft or unlawful activity. This information may be supplied to other financial institutions subscribing to the account verification services of Chex Systems, Inc.

45. In accordance with Article 4A of the Uniform Commercial Code Solano First Federal Credit Union provides the following notice of your rights and limitations when conducting transactions via wire transactions and/or automated clearing house (ACH).

NOTICE OF THE USE OF FEDWIRE: 1. If you send or receive a wire transfer, Fedwire may be used. Regulation J is the law covering all Fedwire transactions.

NOTICE REGARDING IDENTIFICATION OF BENEFICIARY: 2. If you give Solano First Federal Credit Union a payment order which identifies the beneficiary (recipient of funds) by both name and identifying or account number, payment may be made by the beneficiary's bank on the basis of the identifying or bank account number, even if the number identifies a person different than the named beneficiary.

NOTICE REGARDING IDENTIFICATION OF BANKS: 3. If you give Solano First Federal Credit Union a payment order which identifies an intermediary or beneficiary's bank by both name and an identifying number, a receiving bank may rely on the number as the proper identification even if it identifies a different person than the named bank.

NOTICE OF PROVISIONAL NATURE OF ACH PAYMENT: 4. Solano First Federal Credit Union may give you credit for automated clearing house (ACH) payments before it receives final settlement of funds transfer. Any such credit is provisional until Solano First Federal Credit Union receives final settlement of payment. You are hereby notified and agree if Solano First Federal Credit Union does not receive final settlement, that it is entitled to a refund from you of the amount credited to you in connection with that ACH entry.

NOTICE REGARDING RECEIPT OF ACH ITEM: 5. ACH transactions are governed by operating rules of the National Automated Clearing House Association. In accordance with these rules, Solano First Federal Credit Union will not provide you with next day notice of receipt of ACH credit transfers to your account. You will receive notices of receipt of ACH items in the periodic account statements.

46. Inquiries and complaints (including statement discrepancies) should be directed to:

Solano First Federal Credit Union  
1000 Union Avenue, P.O. Box 5040  
Fairfield, California 94533  
(707) 422-1342

If your complaint cannot be resolved, you may contact:

The NATIONAL CREDIT UNION ADMINISTRATION  
NCUA Region V – Tempe  
1230 West Washington Street, Suite 301  
Tempe, Arizona 85281

### **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. Joint tenancy is an account in the names of two or more individuals who have undivided ownership with the right of survivorship. Should any joint tenant die, the other account holder(s) will automatically own any money in the account and the account balance will not be subject to the terms of a will or probate proceeding on the estate of the deceased. If any joint tenant dies, the Credit Union should be notified as soon as possible.
2. Should the Member die, the Member account number will be closed. If the Joint Owner is eligible for Membership, a new Member account will be opened and all eligible account proceeds will be transferred to the new Member account number. If the Joint Owner is not eligible for membership, a check for the account proceeds will be issued to the Joint Owner and the account will be closed.
3. An owner may not remove another owner from title to a joint account. Once established, in order to change title or any other terms of a joint account, follow one (1) of the following methods:
  - a. Any owner may close the account and reopen another account under different terms;
  - b. Present to you a modification agreement signed by all joint owners. I/We understand that you may require the use of a specific form for this purpose;
  - c. In order to prohibit withdrawals from a joint account (other than a share draft account or similar third-party payment instrument), any party may provide written notice to you that withdrawals should not be permitted, except with the signatures of more than one (1) of the owners during their lifetimes or of more than one (1) of the survivors after the death of any one (1) of the owners. An instruction to prohibit withdrawals as set forth in this subsection may be withdrawn only by a subsequent writing or by court order.
4. You have no duty to notify the other joint owner(s) of any transaction by one joint owner. 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.
5. No transfer of voting rights or other membership privileges is permitted by virtue of a transfer of funds.
6. 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. Joint tenancy is an account in the names of two or more individuals who have undivided ownership with the right of survivorship. Should any joint tenant die, the other account holder(s) will automatically own any money in the account and the account balance will not be subject to the terms of a will or probate proceeding on the estate of the deceased. If any joint tenant dies, the Credit Union should be notified as soon as possible.

Any one of the joint tenants has the power to act in all matters relating to the account (deposits, withdrawals, pledge of account as security on a loan, etc.). However, no joint owner of an account may vote, obtain loans individually, or hold office unless they are a Member in their own right.
7. 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 management, 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 management.
8. 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.**

1. 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 un-matured 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 un-matured 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.

2. A Pay-On-Death designation cannot be changed by a will.

**Terms and Conditions Applicable to Living Trust Account.**

1. 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.
2. You are not required to know, understand, interpret or enforce the terms of the Trust Instrument.
3. 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 Membership and Agreement for Credit Union Account in the Name of Trustee(s)."
4. Living trust accounts are not subject to Multiple Party Accounts Law.

**Terms and Conditions Applicable to California Uniform Transfer to Minors' Accounts (CUTMA).**

1. The transferor/custodian is opening an account as custodian for the minor named on the Account Signature Card under the Uniform Transfers to Minors Act. The transfer of money to the minor named on the Account 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. The transferor/custodian has possession and control of the account for the exclusive right and benefit of the minor, and barring a court order or otherwise, is the only party entitled to make deposits to, withdrawals from, or close the account. You have no duty to inquire as to the use or purpose of any transactions by the transferor/custodian.
2. I acknowledge that by signing the Account 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 Account Signature Card.
3. The successor custodian named on the Account Signature Card shall serve if I should be unable to act as custodian because I resign, die, or become legally incapacitated. If no successor custodian is named on the Account Signature Card, you may place an administrative hold on the account until instructions are received from any person authorized by law to withdraw funds or a court order authorizing such withdrawal.
4. I may **not** pledge any or all of the funds on deposit in the account as security for any loan(s).
5. Custodial accounts are not subject to the Multiple Party Accounts Law.

**Terms and Conditions Applicable to All Fiduciary Accounts.**

1. 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.
2. 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.
3. I may **not** pledge any or all funds on deposit in the account as security for any loan(s).
4. Fiduciary accounts are not subject to the Multiple Party Accounts Law.

**Terms and Conditions Applicable to All Sole Proprietorship Accounts.**

1. I affirm that I am the sole proprietor of the sole proprietorship named on the Account 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 Account Signature Card which you receive for deposit. Funds received are not withdrawable until collected.
2. Sole proprietorship accounts are not subject to Multiple Party Accounts Law.

**Terms and Conditions Applicable to All Corporate, Partnership and Unincorporated Association Accounts.**

1. The person(s) named on the Account 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 Account 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 Account 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.
2. Corporate, partnership and unincorporated association accounts are not subject to the Multiple Party Accounts Law.

**Terms and Conditions Applicable to All Savings Accounts.**

1. The minimum deposit required to open the primary savings account is the purchase of a \$25.00 share. The minimum deposit required to open an organization account is the purchase of a \$25.00 share. The minimum deposit required to open a minor savings account is \$5.00. There is no minimum deposit required to open all other regular sub-savings accounts.
2. I must maintain a minimum daily balance of \$25 in my membership account (except minor membership accounts, which requires a minimum \$5 maintained) 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.
3. I must maintain a minimum daily balance of \$100.00 in my account each day to obtain the disclosed Annual Percentage Yield (APY). There is no minimum balance requirement on the Christmas Club account to obtain the disclosed Annual Percentage Yield (APY).

**Terms and Conditions Applicable to All Checking Accounts.**

1. The minimum deposit required to open a FREE checking account is \$50. The minimum to open a FREEDOM checking account is \$15.
2. No minimum balance requirements apply to this account in order to avoid the imposition of a monthly service fee.
3. Dividends:
  - a. On the FREE Checking Account, I must maintain a minimum daily balance of \$100.00 in my account each day to obtain the disclosed Annual Percentage Yield (APY).
  - b. Dividends are NOT paid on the FREEDOM Checking Account.
4. You may, at your discretion, but are not obligated to nor shall you be liable for refusal to pay funds from this account:
  - a. When such payment would draw the account below the minimum balance for the account as established from time to time by you ("overdrafts").
  - b. If drawn by means not authorized in advance by you.
  - c. Against checks presented over six (6) months past their dates.

Except as otherwise agreed in writing, by covering an "overdraft," you do not agree to cover "overdrafts" in the future and you may discontinue covering "overdrafts" at any time without notifying me.

5. 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.
6. If you have made a good faith payment to a holder, you may charge my account according to:
  - a. The original terms of my check; or
  - b. The terms of my completed check unless you have notice that any such completion is improper.
7. 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.
8. 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.
9. If you have paid a check under circumstances giving a basis for objection by me, you shall be subrogated to the rights of:
  - a. Any holder in due course on the check against the drawer or maker;
  - 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.
10. You may, without liability, accept, pay, guarantee, or charge checks to the account in any order convenient to you.
11. 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.

12. I agree that in the event I draw a check on my account with you that 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.
13. I may authorize all checks from my checking account(s) to be cleared pursuant to a written "Automatic Overdraft Protection Request" which I must execute. If overdrafts are to be covered by a transfer of funds from my savings account(s), such transfer(s) will generally be made only if there are sufficient clear funds on deposit at the time of transfer. If there are sufficient funds to cover some but not all of my withdrawal orders, you may allow those withdrawals for which there are sufficient funds in any order at your discretion. I agree that overdrafts, if paid in excess of funds in any savings account or available from any loan 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.
14. You may recognize the signature of anyone who signed the Account 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.
15. If the Account 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).
16. I may **not** pledge any or all of the funds on deposit in this account as security for any loan(s).
17. 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.
18. I will notify you immediately 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.
19. 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. I may call or personally inquire for current check prices. Specialized checks are complimentary for the Liquid Money Account. I am responsible for verifying the accuracy of all information shown on my checks whether I order them through you or elsewhere.
20. 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 five 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. 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.
21. 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. If I give incorrect, incomplete, or untimely notice, you will not be responsible for paying the check upon presentment.
22. All checks written on my account must be drawn in U.S. dollars.

**Terms and Conditions Applicable to Liquid Money Accounts.**

(Product no longer being offered; Terms and Conditions apply to existing Liquid Money Accounts)

1. There is no minimum deposit required to open this account.

2. No minimum daily balance requirements apply to this account in order to avoid the imposition of a monthly service fee.
3. I must maintain a minimum daily balance of \$2,000.00 in my account to obtain the disclosed Annual Percentage Yield (APY).
4. There is no minimum amount I may withdraw, transfer or write a check for; however, only three checks may clear from this account in a calendar month.
5. I may **not** pledge any of the funds on deposit in the account as security for any loan(s).

**Terms and Conditions Applicable to First Choice Money Market Accounts.**

1. There is no minimum deposit required to open this account.
2. After the first calendar month, a daily balance requirement of \$2,500 applies to this account in order to avoid the imposition of a monthly service fee.
3. I must maintain a minimum daily balance of \$2,500.00 in my account to obtain the disclosed Annual Percentage Yield (APY).
4. There is no minimum dollar amount I may withdraw, transfer, authorize to be debited, or write a check for; however, only six (6) transactions may occur in a calendar month without fee. Excess transactions (seven (7) or more transactions) within a calendar month may result in excess transaction fees. Please refer to the current Schedule of Fees, which is incorporated here by reference.
5. The Payment of Dividends is detailed on page 1 of this disclosure. Current rates appear on the current rate sheet, incorporated here by reference. Accounts closed during the month will be paid all earned and accrued dividends.
6. I may **not** pledge any of the funds on deposit in the account as security for any loan(s).

**Terms and Conditions Applicable to Term Share (Certificate) Accounts.** 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 Term Share (Certificate) Account Agreement and Disclosure which will be provided to me in accordance with applicable law.

**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. There is no minimum deposit required to open this account. 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);
  - d. Corresponded electronically or in writing with you concerning the funds or otherwise indicated an interest therein.

## IV. 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 Requester 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 Account 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.

1. **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.
2. **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.
3. **Real Estate transactions.** I must sign the certification. I may cross out item 2 of the certification.
4. **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).
5. **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 30% 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 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

<sup>1</sup>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.

<sup>2</sup>Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> **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).

<sup>4</sup>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 OTHER THAN TERM SHARE (CERTIFICATE) ACCOUNTS**

Your policy is to make funds from my cash and check deposits available to me on the first (1st) business day following the banking 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 fifth (5th) business day following the banking day of my deposit. This rule does not apply at ATMs that you own or operate. Deposits made at ATMs you own or operate will not be available until the second (2<sup>nd</sup>) business day following the banking 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 3:00 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 3:00 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 following the banking day of my deposit. Depending on the type of check that I deposit, funds may not be available until the fifth (5th) business day following the banking day of my deposit. However, the first \$100 of my deposits may be available on the first (1st) business day following the banking day of deposit.

If you are not going to make all of the funds from my deposit available on the first (1st) business day following the banking 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:

1. You believe a check I deposit will not be paid.
2. I deposit checks totaling more than \$5,000 on any one day.
3. I redeposit a check that has been returned unpaid.
4. I have overdrawn my account repeatedly in the last six (6) months.
5. 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 eleventh (11th) business day following the banking 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 following the banking 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 following the banking day of my deposit.

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

#### **IV. (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.

#### **IV. (C) FUNDS TRANSFER AGREEMENT AND NOTICE**

This Funds Transfer Agreement (Agreement) contains several notices that we are required to provide to you. It also establishes other terms of agreement that shall apply to all funds transfers that involve you and this Credit Union. Using this Credit Union to send or receive funds transfers shall constitute your acceptance of all of the terms and conditions in this Agreement.

To the extent that the terms contained in this Agreement are different than those in any other Agreement or Term of Account, this Agreement shall control and be deemed to modify such other Agreements or Terms of Account.

1. This Agreement applies to Funds Transfers as defined in Article 4A of the Uniform Commercial Code (Division II of California Uniform Commercial Code) and Subpart B of Regulation J of the Board of Governors of the Federal Reserve.
2. This Credit Union may establish or change cut-off time for the receipt and processing of funds transfer requests, amendments, or cancellations. Unless other times are posted for the various types of funds transfers, the cut-off time for wire transfers shall be at 11:00 a.m. Pacific time on each weekday that this Credit Union is open, excluding holidays. Payment orders, cancellations, or amendments received after the applicable cut-off time may be treated as having been received on the next business day and processed accordingly.
3. This Credit Union may charge your account for the amount of any funds transfer initiated by you, or by any person authorized by you as a joint tenant, or other authorized party with the right of access to the account from which the funds transfer is to be made.
4. This Credit Union may establish, from time to time, security procedures to verify the authenticity of a payment order. You shall be notified of the security procedure, if any, to be used to verify payment orders issued by you or for which your account shall be liable. You agree that the authenticity of payment orders may be verified by using that security procedure unless you notify this Credit Union in writing that you do not agree to that security procedure. In that event, this Credit Union shall have no obligation to accept any payment order from you or other authorized parties on the account until you and this Credit Union agree, in writing, on an alternate security procedure.
5. If you send or receive a wire transfer, Fedwire may be used; Regulation J is the law covering all Fedwire transactions. This means that Regulation J shall govern your right and liabilities in a wire transfer involving Fedwire.
6. If you give this Credit Union a payment order which identifies the beneficiary (recipient of the funds) by both name and identifying account number, payment may be made by the beneficiary's bank on the basis of the identifying account number, even if the number identifies, a person different than the named beneficiary. This means you shall be responsible to this Credit Union if the funds transfer is completed on the basis of the identifying account number you provided this Credit Union
7. If you give this Credit Union a payment order which identifies an intermediary or beneficiary's bank by both name and an identifying number, a receiving bank may rely on the number as the proper identification even if it identifies a different person or institution than the named bank. This means that you shall be responsible for any loss or expense incurred by a receiving bank which executes, or attempts to execute, the payment order in reliance on the identifying number you provided.
8. If this Credit Union received a funds transfer for you or for other persons authorized to have access to your account, you agree that this Credit Union is not obligated to provide you with next-day notice of the receipt of the funds transfer. This Credit Union shall provide you with notification of the receipt of all funds transfers by including such items in the periodic account statements, which this Credit Union provides. You may inquire between receipts of periodic statements whether or not a specific funds transfer has been received.

9. If this Credit Union becomes obligated under Article 4A (Division of California Commercial Code) to pay interest to you, you agree that the rate of interest to be paid shall be equal to the dividend rate, on a daily basis, applicable to the account at this Credit Union to which the funds transfer should have been made, or from which the funds transfer was made.
10. This Credit Union may, at its sole discretion, reject any funds transfer request that exceeds the available funds on deposit in your designated account(s), which this Credit Union reasonably believes may not be authorized by you, or which contains incorrect, incomplete, or ambiguous information. You understand and agree that this Credit Union shall incur no liability for any loss caused by this Credit Union's refusal to accept any funds transfer request.
11. This Credit Union shall have the right to charge the amount of any funds transfer request to any of your accounts at this Credit Union in the event that no account is designated, or in the event that a designated account has insufficient funds to cover the amount of a funds transfer request. This Credit Union may charge a service charge for services relating to the sending or receiving of such funds transfer request. See fee schedule for applicable fees.
12. If you initiate a funds transfer request denominated in United States dollars for transfer to a foreign country, this Credit Union may transfer payment in the currency of the beneficiary bank's country at this Credit Union's buying rate of exchange to United States dollars. If the transfer is returned for any reason, you agree to accept the refund in United States dollars in the amount of the foreign money credit, based on the then-current buying rate of the bank converting the currency to United States dollars at the date of the refund, less any charge and expenses incurred by this Credit Union.
13. Except as expressly prohibited by applicable state and federal laws and regulations, you understand and agree that this Credit Union shall not be liable for any loss or liability arising from: (1) any unauthorized or incorrect transfer or interest thereon which you fail to report to this Credit Union within thirty (30) days after your receipt of notification of the transfer; (2) any negligent or intentional action or inaction on the part of any person not within this Credit Union's reasonable control, including, but not limited to, the failure of other financial institutions to provide accurate or timely information; (3) the failure of other financial institutions to accept a funds transfer order; (4) your negligent or intentional action or inaction and/or breach of this Agreement; (5) any ambiguity or inaccuracy in any instruction given to this Credit Union by you; or (6) any error, failure or delay in execution of any funds transfer instruction, or cancellation or amendment caused by circumstances beyond this Credit Union's reasonable control, including, but not limited to, any computer or communication facilities.  
Except as otherwise provided by applicable state or federal laws or regulations, this Credit Union's liability for any negligent or intentional actions or inaction in connection with any funds transfer request shall be limited to your direct loss and payment of interest. UNDER NO CIRCUMSTANCES SHALL THIS CREDIT UNION BE LIABLE FOR ANY LOST PROFITS, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES WHICH YOU MAY SUFFER IN CONNECTION WITH THIS AGREEMENT AND/OR ANY FUNDS TRANSFER REQUEST.
14. Except as otherwise expressly provided by applicable state and federal laws and regulations, this Agreement and all transactions initiated hereunder shall be governed by and construed in accordance with the internal laws of the State of California, notwithstanding any conflict of laws or doctrines of such state to the contrary.

## **SCHEDULE OF FEES AND CHARGES**

For information on Fees and Charges applicable to my account, I will refer to the current Fee Schedule, which is incorporated by this reference.