



PACIFIC
COMMUNITY
CREDIT UNION

**Deposit Account
Agreement
And
Truth-in-Savings
Disclosure**

Effective: May 2013

**IMPORTANT DOCUMENTS
PLEASE KEEP FOR YOUR RECORDS**

Your savings federally insured to at least \$250,000
and backed by the full faith and credit of the United States Government

NCUA

National Credit Union Administration, a U.S. Government Agency

**ACCOUNT AGREEMENT AND
TRUTH-IN-SAVINGS DISCLOSURE**

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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 for one or more account(s) with you. The words “you”, “your”, and “yours” mean PACIFIC COMMUNITY CREDIT UNION.

I. 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, state law, 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 for term share (certificate) accounts, the Dividend Rates and Annual Percentage Yield may change every day. For specific divided Rates and Annual Percentage Yields (APY) for each type of dividend bearing account, I will refer to the attached Schedule of Rates Sheet, which is incorporated by this reference. 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 beginning balance in the account each day.

Dividends will begin to accrue on the business day I deposit non cash items (e.g. checks) to my account.

DIVIDEND COMPOUNDING AND CREDITING ALL SAVINGS ACCOUNTS EXCEPT HOLIDAY CLUB AND KIDS CLUB ACCOUNTS:

Dividends will be compounded quarterly and will be credited quarterly. 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 March 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 April 1.

HOLIDAY CLUB ACCOUNTS:

Holiday Club accounts have five (5) dividend periods per calendar year. For the first, second and third periods, dividends will be compounded quarterly and credited quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1 and ending date of such dividend period is March 31. The second and third dividend periods follow this same pattern of dates. The fourth dividend period has a beginning date of October 1 with an ending date of October 31. The fifth dividend period has a beginning date of November 1 with an ending date of December 31. The dividend declaration date follows the ending date of a dividend period. The dividend declaration date for the first dividend period example is April 1.

CONVENIENCE CHECKING PLUS ACCOUNTS AND PACIFIC KIDS CLUB SAVINGS ACCOUNTS:

Dividends will be compounded monthly and will be credited 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 February 1.

ALL MONEY MARKET ACCOUNTS:

Dividends will be compounded monthly; and will be credited monthly, for example, the beginning of the first dividend period is January 1 and the end date of such dividend period is January 31. All other dividend periods follow the same pattern of dates. The dividend declaration date is the ending date of a dividend period, and for the example is January 31.

TERM SHARE CERTIFICATE ACCOUNTS:

Dividends on Term Share (Certificate) accounts are compounded and will be credited as set forth in the Terms and Conditions Applicable to Term Share (Certificate) and Individual Retirement Account Term Share (Certificate) Account section of this Agreement and Disclosure.

II. TERMS AND CONDITIONS

TERMS AND CONDITIONS APPLICABLE TO ALL ACCOUNTS:

1. For new members, a one-time Membership Fee as set forth in your Schedule of Fees and Charges must be paid upon opening a savings, checking or loan account, whichever is the first account opened at the Credit Union establishing membership.
2. I must be and remain a member in good standing to maintain any account.
3. All accounts (except checking accounts) are not transferable except as defined in 12 CFR, Part 204.
4. For all accounts except checking accounts, I may not make more than six (6) withdrawals or transfers during any statement period to another Credit Union account of mine or to a third party using any combination of pre-authorized or automatic transfers or telephonic orders or instructions. If I exceed the transfer limitations set forth above in any statement period, my account will be subject to closure by you.
5. 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.
6. You reserve the right upon thirty (30) days written notice to change any provision of or establish new provisions to this Agreement and Disclosure.
7. 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.
8. You reserve the right to refuse to open any account or to service or to accept additional deposits to an existing account.
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 that reasonable commercial standards do not require you to do so.
10. 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 endorsers to be present or to have their endorsements guaranteed before you accept the item.

11. 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.

12. You are not responsible for items lost while not in your possession.

13. You will mail all statements and other notices only to the person whose signature appears first on the Account Signature Card. 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 you: 1) suffer a loss on an 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 thirty (30) 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 within 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.

14. You or I may terminate my 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.

15. You reserve the right to close any account(s) and terminate my membership should you discover that any of my accounts or any other accounts with you have been deliberately manipulated by me to your, any other accountholder's, and/or your membership's detriment. "Manipulation" includes, but is not limited to, 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.

16. The credit union reserves the right to restrict services and limit access for members who commit significant financial misconduct, cause a loss to the credit union, or exhibit highly disruptive or abusive behavior.

17. I acknowledge that you may be obligated to report cases of actual or suspected financial abuse of elders or dependent care adults. If we suspect such financial abuse, you understand and agree that, in addition to reporting such abuse as may be required under law, we have the right to freeze the account, refuse to complete transactions on the account, or to take any other action(s) that we deem appropriate under the circumstances. You agree to indemnify and hold us harmless from and against all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising out of or related to any action or inaction related to the matters described in this paragraph.

18. 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 and 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.

19. 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.
20. I understand and agree that Individual, Joint, Trust (Totten or Passbook) and 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.
21. Ownership of the initial account opened with the Credit Union and all subsequent sub-accounts shall be established and determined by the most recent Account Signature Card or other documents(s) evidencing such initial account. A different form of ownership may be established by executing a new Signature Card. 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 account or other account with multiple parties.
22. Owner(s) agree that any and all sums heretofore or hereafter on deposit shall be subject to withdrawal or receipt of any owner and any such payment shall be valid and discharge you from any liability.
23. 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 PACIFIC COMMUNITY CREDIT UNION, P.O. Box 34003, Fullerton, CA 92834-9403.
24. I am required to keep you informed of my current address. 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.
25. I agree to notify you immediately of the death or court declared incompetence of any owner of my account. I agree to advise 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 incompetency and have a reasonable opportunity to act.
26. 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.
27. 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. 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.
28. Federal law requires us to report certain domestic currency transactions. This reporting applies to all member accounts at the credit union.
29. All accounts are subject to your current Schedule of Fees and Charges, which accompanies this Agreement and Disclosure attached hereto and is incorporated by this reference. 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 debited from an IRA Account. If sufficient funds are not available, the fees and charges are payable on demand and, for checking accounts, will be treated as an overdraft.

30. 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 check caused by me or a prior endorser.

31. 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.

32. You are under no obligation to pay a check 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.

33. California law states that inactive account balances in savings, checking, and matured Term Share (Certificate) Accounts must be turned over ("escheated") to the state after a period of three (3) years since the last time I:

(a) Increased or decreased the amount of the account or presented an appropriate record for crediting of interest or dividends or cashed a dividend check from any of my accounts with you; or

(b) Corresponded in writing or electronically with you concerning the account; or

(c) Otherwise indicated an interest in the account 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. To recover funds turned over to the state, I must file a claim with the state.

34. You reserve the right to require that withdrawals made from my account(s) be made in minimum amounts as established from time to time by Board policy.

35. You may, but are not obligated to, transfer funds from my savings account(s) or loan account(s) 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 agree that any such transfer(s) shall be in the exact amount authorized and 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 occur when sufficient funds become available.

36. Federal law requires you to report certain domestic currency transactions and foreign transactions. This reporting applies to all member accounts at the Credit Union.

37. You agree to retain and furnish to me, if requested, copies of certain records pertaining to my account and that these records will be available to me for the time frame required by law. I agree to pay the applicable fees as listed in your Schedule of Fees and Charges for those copies.

38. 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 Legal Order Compliance fee, and you may assess this fee against any account I maintain with you, including the account that is the subject of legal process.

39. 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 that the Declaration of Loss and Claim for Reimbursement is not enforceable until the later of (1) time the Declaration of Loss and Claim for Reimbursement is properly delivered to you, or (2) the ninetieth (90th) day following the date of the Cashier's or Teller's check, or the ninetieth (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.

40. 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.

41. 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 personal information or means of access to my account.

42. 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.

43. 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. 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, obligations, or other amounts 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. Moreover, I knowingly consent and expressly agree that the application of an offset of funds in any account includes the offset of government benefits (such as Social Security and other public benefit funds) deposited in my account.

44. Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund.

45. 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.

46. An action or proceeding by me to enforce an obligation, duty or right arising under this Disclosure and Agreement or by law with respect to my account must be commenced within one year after the cause of action accrues.

47. 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.

48. 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.

49. **NOTICE OF BINDING ARBITRATION AGREEMENT:** You and I agree to attempt to informally settle any disputes affecting my Accounts which might arise under this Agreement and Disclosure. If that cannot be done, you and I agree that any dispute affecting my Accounts and arising out of or relating to this Agreement and Disclosure will be resolved by **BINDING ARBITRATION** administered by the American Arbitration Association in accordance with its Commercial Dispute Resolution Procedures and Supplementary Procedures for Consumer-Related Disputes. I thus GIVE UP MY RIGHT TO GO TO COURT to assert or defend my rights under this Agreement and Disclosure (EXCEPT for matters that may be taken to SMALL CLAIMS COURT). My rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. I am entitled to a **FAIR HEARING**, BUT the arbitration procedures are **SIMPLER AND MORE LIMITED** THAN RULES APPLICABLE IN COURT. Arbitrator decisions are as enforceable as any court order and are subject to **VERY LIMITED REVIEW** BY A COURT. The place of arbitration shall be Los Angeles County, California.

FOR MORE DETAILS, check the American Arbitration Association's website, www.adr.org, OR call the American Arbitration Association's Customer Service telephone number at (800) 778- 7879. Please note that any debt or loan obligation I may have with you is not subject to this arbitration agreement.

50. I acknowledge that if I give anyone access to my account (such as, for example, providing any person with my check card, ATM card, ATM or home banking PIN, or granting any person power to act as my agent under a power of attorney or trustee for a trust account), I understand that any transaction completed by such person shall be considered authorized by me.

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 contribution 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.

2. 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.

3. No transfer of voting rights or other membership privileges is permitted by virtue of a transfer of funds.

4. Being a joint owner of an account does not constitute credit union membership for the joint owner. Joint owners may be non-members.

5. Except as set forth herein or in the applicable loan agreement(s), I may pledge and/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 the credit manager, 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 approval of the credit manager.

6. A right of survivorship arising from the express terms of a joint account cannot be changed by a will.

TERMS AND CONDITIONS APPLICABLE TO 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 unmatured 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 unmatured 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 PASSBOOK TRUST ACCOUNTS (TOTTEN TRUST):

1. I may open this account individually or with a joint owner(s) acting as Trustee(s) who name another as beneficiary(ies) on the Account Signature Card. 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.

2. The owner(s) named on the Account Signature Card reserve the right to revoke such trust in whole or in part, at any time by executing and delivering to you a request for withdrawal or pledge of funds of the whole or a part of the account, and such trust shall be revoked as to the whole or part to which such request relates.

3. In the event of my death or, if the account is held by more than one person, upon the death of my survivor owner(s), then and only then, you shall pay such account funds to the Beneficiary if then living (if more than one Beneficiary is designated then equally to those Beneficiaries living at the later of the date of my death or the death of my survivor owners), but if no Beneficiary is living at my death or the death of my survivor owner(s), you shall pay such account funds to my estate or the estate of my survivor owner(s). There is no right of survivorship between Beneficiaries.

4. I may not pledge any or all of the funds on deposit in the account as collateral security for any loan(s).

5. A right of survivorship or a Beneficiary designation in such a passbook trust account cannot be changed by a will.

TERMS AND CONDITIONS APPLICABLE TO LIVING TRUST ACCOUNTS:

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 Trustees."
4. Living trust accounts are not subject to Multiple Party Accounts Law.

TERMS AND CONDITIONS APPLICABLE TO CUSTODIAL ACCOUNTS:

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.
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. I may not pledge any or all of the funds on deposit in the account as security for any loan(s).
4. 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.
5. Custodial accounts are not subject to the Multiple Party Accounts Law.

TERMS AND CONDITIONS APPLICABLE TO 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. I may pledge any or all funds on deposit in the account as security for any loan(s) subject to then current loan polices. Further, a pledge of funds by any one of us shall be binding on all of us.
3. 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.
4. Fiduciary accounts are not subject to the Multiple party Accounts Law.

TERMS AND CONDITIONS APPLICABLE TO 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. I may not pledge any/or all of the funds on deposit in the account as security for any loan(s).

3. Sole proprietorship accounts are not subject to Multiple Party Accounts Law.

TERMS AND CONDITIONS APPLICABLE TO 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. I may not pledge any or all of the funds on deposit in the account as security for any loan(s).

3. Corporate, partnership and incorporated 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 my initial share (savings) account is \$100.00.

2. There is no minimum deposit required to open a Holiday Club, Vacation Club or Pacific Kids Club Account unless one of these is the initial share account (see above).

3. I must maintain a minimum daily balance of \$400.00 in a savings account or have a checking, certificate (includes an IRA Certificate) or loan account with you in order to avoid a Below Minimum Balance Service Charge.

4. If I have a Continuous Savings Account (balance of less than \$400.00) with you and I withdraw from this account, it will be subject to immediate closure and funds in the account will be transferred to a Regular Savings Account.

5. I must maintain the minimum daily balance, as set forth on the Schedule of Rates sheet, in my account each day to obtain the disclosed Annual Percentage Yield (APY).

6. Withdrawals in excess of two (2) per calendar month will be subject to a withdrawal service charge (per withdrawal) as set forth in the Schedule of Fees and Charges.

TERMS AND CONDITIONS APPLICABLE TO HOLIDAY CLUB ACCOUNTS

1. Funds in the Holiday Club will be transferred to the share account in November of each year.

2. Early withdrawals will be subject to a withdrawal service charge (per withdrawal) as set forth in the Schedule of Fees and Charges.

TERMS AND CONDITIONS APPLICABLE TO THE PACIFIC PLATINUM SAVINGS ACCOUNT

1. The minimum deposit required to open this account is \$1,000.00
2. I must maintain a minimum daily balance, as set forth on the Schedule of Rates Sheet, in my account each day to obtain the disclosed Annual Percentage Yield.

TERMS AND CONDITIONS APPLICABLE TO ALL CHECKING ACCOUNTS:

1. 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 ("overdrafts") as established from time to time by you.

(b) If drawn by means not authorized in advance by you.

(c) Against checks presented over six (6) months past their dates.

2. 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 dishonor results in the forfeiture of insurance, loss or damage to me of any kind.

3. If you have made good faith payment to a holder, you may charge my account 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.

4. 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 request a stop payment order 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.

5. 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 credit union is notified of the 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.

6. 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 check arose.
- (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.

7. You may, without liability, accept, pay, guarantee or charge checks to the account in any order convenient to you.

8. 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.

9. You are neither given notice nor otherwise affected by a restrictive endorsement of any person or entity except your immediate transferor.

10. 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.

11. I authorize all checks from my checking account(s) to be cleared through Courtesy Pay. I understand and agree that any payment made by you using Courtesy Pay will be made on a case-by-case basis, in your sole and absolute discretion. I also understand that you may decide not to apply Courtesy Pay, in whole or in part, to my Checking Account for any or no reason including, but not limited to your belief, whether reasonable or not, that Courtesy Pay has been or will be abused or improperly used by me in any way.

You do authorize and pay overdrafts for the following types of transactions:

- Checks, ACH and recurring Debit Card transactions
- Automatic bill payments

You do not authorize and pay overdrafts for the following types of transactions unless I ask you to:

- Everyday Debit Card transactions
- ATM transactions

Overdrafts are subject to a per Overdraft Fee. I agree that overdrafts, if paid in excess of funds in any loan or savings account, are payable on demand. Any item returned unpaid because of insufficient clear funds or paid without sufficient clear funds in my checking account will be subject to a Non-Sufficient Fund (NSF) fee or Courtesy Pay Fee as disclosed in the Schedule of Fees and Charges.

Unless I have applied for and received an overdraft line of credit you do not have to pay my overdrafts. However, if I do not have an overdraft line of credit, or do not want you to overdraw my account under any circumstances even as a courtesy to clear an item that I have written, I must tell you not to do so. I understand that it may be a crime to write a check I know will not be paid.

12. 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.

13. I may not pledge any or all of the funds on deposit in this account as security for any loan(s).

14. If the Account Signature Card is signed by more than one person, we hereby appoint each other as agents and attorneys in fact to overdraw from any of our savings or loan accounts (including accounts on which we are joint owners except IRA accounts).

15. 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.

16. 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.

17. 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 at the fee set forth by the printer. I am responsible for verifying the accuracy of all information shown on my checks whether I order them through you or elsewhere.

18. 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 microfilmed copies are stored for seven years from date of posting. I may request and you will provide me with a copy of a requested item within a reasonable time. You will not charge me for copies of the first two checks I request on any statement. Copies of additional checks will be subject to copy of paid check fee. If I have not ordered my credit union checks through your approved check vendors, I understand that you are not responsible for the quality of any check copy that I request from you. It is my responsibility to write checks using blue or black ink and failure to do so may impair the readability of check images. If such failure contributes to erroneous posting of checks to my account, I may be liable for any losses.

19. 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 remain in effect until written notice is given to cancel the request. A fee may be assessed for this service.

20. A convenience Check Card may be issued to me which allows access to my checking account at ATMs and Point-of-Sale terminals. (See Electronic Fund Transfer Disclosure for Terms and Conditions of the Check Card). There is no limitation on the number of times I may use my Card.

21. All checks written on my account must be drawn in U.S. dollars.

TERMS AND CONDITIONS APPLICABLE TO: CONVENIENCE CHECKING ACCOUNTS

1. The initial deposit required to open this account is \$50.00
2. This is a non-dividend bearing account.

3. There is no per check charge for my first thirty (30) checks processed in any month. Thereafter, a per check charge for each check processed in any month will be assessed as disclosed in the Schedule of Fees and Charges.

CONVENIENCE CHECKING PLUS ACCOUNTS

1. The initial deposit required to open this account is \$50.00
2. I must maintain the required minimum balance requirement as set forth on the Schedule of Rates Sheet in my account each day to obtain the disclosed Annual Percentage Yield.
3. There is no per check charge for my first thirty (30) checks processed in any month. Thereafter, a per check charge for each check processed in any month will be assessed as disclosed in the Schedule of Fees and Charges.
4. I will be charged a Monthly Service Fee as disclosed in the Schedule of Fees and Charges.

VALUE CHECKING ACCOUNTS

1. The initial deposit required to open this account is \$50.00
2. This is a non-dividend bearing account.
3. I will be charged a Monthly Service Fee as disclosed in the Schedule of Fees and Charges.
4. I may write an unlimited number of checks from this account without any per transaction charge.

XPRESS CHECKING ACCOUNTS

1. There is no initial deposit required to open this account.
2. This is a non-dividend bearing account.
3. I must maintain Direct Deposit or I will be charged a Monthly Service Fee as disclosed in the Schedule of Fees and Charges.
4. There is no minimum balance requirement for this account in order to avoid a Monthly Service Fee.
5. I may write an unlimited number of checks from this account without any per transaction charge.
6. There is no charge for transactions handled electronically via Pacific Xpress, Tellerfone-24, ATM, ACH/electronic funds transfer. Transactions done in person or via our Member Service Center will be subject to a charge as disclosed in the Schedule of Fees and Charges.

Transactions include: Payroll deduction, all other noncash deposits, cash withdrawals, funds transfer, stop payments, loan payments, view and/or print statements, transaction history, withdrawals via check, check reordering and loan applications.

PACIFIC CHECKING ACCOUNTS

1. The initial deposit required to open this account is \$50.00
2. This is a non-dividend bearing account.
3. There is no monthly service fee for this account.
4. There is no minimum balance requirement for this account.
5. I may write an unlimited number of checks from this account without any per transaction charge.

INVESTORS' MONEY MARKET CHECKING ACCOUNTS

1. The initial deposit required to open this account is \$2,000.00.
2. I must maintain a minimum daily balance of \$2,000.00 in my account to avoid a monthly Service Charge. If, during the month, my account balance falls below the required minimum daily balance, my account will be subject to the fee for that month.
3. I must maintain the minimum daily balance, as set forth on the Schedule of Rates Sheet, in my account each day to obtain the disclosed Annual Percentage Yield.
4. I may write an unlimited number of checks from this account without per check charges.

PACIFIC PLATINUM CHECKING ACCOUNTS

1. The initial deposit required to open this account is \$1,000.00.
2. I must maintain the minimum daily balance, as set forth on the Schedule of Rates Sheet, in my account each day to obtain the disclosed Annual Percentage Yield (APY).
3. I may write an unlimited number of checks from this account without any per transaction charge.
4. I must maintain a minimum daily balance of \$10,000.00 in my account to avoid a monthly Service Charge. If, during the month, my account balance falls below the required minimum daily balance, my account will be subject to the fee for that month.

FRESH START CHECKING ACCOUNTS

1. The minimum deposit required to open this account is \$100.00
2. This is a non-dividend bearing account.
3. I will be charged a Monthly Service Fee as disclosed in the Schedule of Fees and Charges
4. I will be charged a one time activation fee of \$20.00
5. There is no minimum balance requirement for this account.
6. I may write an unlimited number of checks from this account without any per transaction charge.

TERMS AND CONDITIONS APPLICABLE TO THE MONEY MARKET SAVINGS ACCOUNTS:

1. The minimum deposit required to open this account is \$10,000.00.
2. I must maintain a minimum daily balance of \$10,000.00 in my account. If, during any month, my account balance falls below the required minimum daily balance, my account may be subject to closure by you without notice.
3. I must maintain the minimum daily balance, as set forth on the Schedule of Rates Sheet, in my account each day to obtain the disclosed Annual Percentage Yield.
4. Electronic withdrawals and transfers of any combination in excess of six (6) per calendar month are subject to an excess transaction fee.
5. I understand I may make unlimited withdrawals by:
 - (a) requesting in writing for you to send me
a check; or

(b) transferring funds to a loan account; or

(c) requesting a cash withdrawal in person.

6. I may pledge any of the funds on deposit in the account as security for any loans(s).

TERMS AND CONDITIONS APPLICABLE TO HEALTH SAVINGS ACCOUNTS

1. The minimum deposit required to open this account is \$500

2. I must maintain a minimum daily balance as set forth in the Schedule of Rates Sheet in my account each day to obtain the disclosed Annual Percentage Yield.

3. I will be charged a Monthly Service Fee as disclosed in the Schedule of Fees and Charges.

4. I must have a High Deductible Health Plan (HDHP) to qualify for this account.

5. Deposits for any taxable year can not exceed limits set by the Department of the Treasury and the Internal Revenue Service (IRS).

TERMS AND CONDITIONS APPLICABLE TO IRA MONEY MARKET SAVINGS ACCOUNTS:

MINIMUM DEPOSIT AND BALANCE REQUIREMENTS:

The minimum deposit required for me to open and the minimum balance required for me to maintain my IRA Money Market Savings Account to avoid closure is \$5.00.

I must maintain a minimum daily balance of \$2,000.00 in my IRA Money Market Savings Account each day to obtain the disclosed APY on the IRA Rate Sheet.

TRANSACTION LIMITATIONS: The maximum contribution to the account is determined by the Internal Revenue Service (IRS.)

I may make withdrawals from my IRA Money Market Savings Account subject to IRS regulations. Premature withdrawal of dividends and/or principal may be subject to IRA penalties. See my IRA Plan Disclosure for information on distributions as well as additional terms and conditions of IRA accounts.

I may not pledge any of the funds on deposit in the account as security for any loan(s).

TERMS AND CONDITIONS APPLICABLE TO ALL TERM SHARE (CERTIFICATE) ACCOUNTS (INCLUDING IRAs):

RATE INFORMATION:

The initial dividend rate and annual percentage yield (APY) on my Certificate Account are disclosed on my Statement of Account. All Flexible Term Certificate and Individual Retirement Account (IRA) Certificate Accounts are fixed rate accounts. I will be paid the disclosed rate and APY until maturity. For variable rate accounts (Bump-up Certificates), the disclosed dividend rate and APY are based on the rate in effect at the time of deposit.

The APY is based on an assumption that dividends will remain on deposit until maturity. If I make a withdrawal of dividends prior to maturity from my Certificate Account, my earnings will be reduced.

DIVIDEND COMPOUNDING AND CREDITING:

Dividends will be compounded quarterly and will be credited quarterly and

at maturity. If the account is closed before dividends are credited, accrued dividends will not be paid.

MATURITY:

My Certificate will mature on the date shown on the Statement of Account.

BALANCE COMPUTATION METHOD:

Dividends are calculated by the daily balance method which applies a daily periodic rate to the beginning balance in the Account each day.

RENEWAL OF ACCOUNT/GRACE PERIOD:

My Certificate Account will be automatically renewed at maturity for a term equal or closest to that of the initial term and at the Dividend Rate and APY in effect at that time for such a term. I may prevent renewal by withdrawing all funds in my Account at maturity or within a grace period of 7 days after maturity. If I withdraw principal after the grace period has expired, I will be charged the early withdrawal penalty stated below.

EARLY WITHDRAWAL PENALTY:

You may impose a penalty if I withdraw principal from my Certificate Account before the maturity date. For accounts with a term of 1 year or less the penalty will be the loss of 180 days' dividends on the amount withdrawn whether or not earned. This may reduce principal. For accounts with a term greater than 1 year the penalty will be the loss of 365 days' dividends on the amount withdrawn whether or not earned. This may reduce principal.

In addition, if a withdrawal reduces my balance below the minimum balance requirement, my account will be closed and the remaining funds will be transferred to a Regular Savings Account.

In accordance with Federal Reserve Board Regulations, the Credit Union may charge an early withdrawal penalty of seven (7) days dividends on amounts withdrawn within the first six (6) days after deposit.

OTHER TERMS AND CONDITIONS:

This Account is subject to all applicable terms and conditions set forth in this Agreement and Disclosure and in the Statement of Account, which is incorporated by this reference and receipt of which is acknowledged.

TERMS AND CONDITIONS APPLICABLE TO FLEXIBLE TERM SHARE CERTIFICATE ACCOUNTS

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS:

The minimum deposit required for me to open and maintain my Flexible Term Share Certificate Account is \$1,000.00. There are higher minimums required to earn higher rates.

I must maintain the minimum daily balances, as set forth on the Schedule of Rates Sheet, in my Flexible Term Share Certificate Account to obtain the disclosed APY, and to avoid closure of the Account.

TRANSACTION LIMITATIONS:

After the Account is opened, I may not make additions to the account until the maturity date stated on the Statement of Account.

I may make withdrawals of principal of amounts above the required minimum balance from my Account before maturity. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty. There are certain circumstances, such as the death or incompetence of an owner, where you may waive this penalty.

I can withdraw dividends any time during the term after they are credited to my account without penalty.

TERMS AND CONDITIONS APPLICABLE TO BUMP-UP TERM SHARE CERTIFICATE ACCOUNTS

MINIMUM DEPOSIT AND BALANCE REQUIREMENTS:

The minimum deposit required for me to open and the minimum balance required to maintain your Bump-Up Certificate Account is \$1,000.00. There are higher minimums required to earn higher rates.

I must maintain a minimum daily balance, as set forth on the Schedule of Rates sheet, in my Bump-Up Certificate Account to obtain the disclosed APY to avoid closure of the Account.

One time during the term of this Certificate Account, I can have the rate changed to the then current rate. I must request the rate change either by telephone, in person, by fax or by mail.

TRANSACTION LIMITATIONS:

After the Account is opened, I may not make additions to the Account until the Maturity Date stated on the Statement of Account.

I may make withdrawals of principal of amounts above the required minimum balance from my Account before maturity. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty. There are certain circumstances, such as the death or incompetence of an owner, where you may waive this penalty.

I can withdraw dividends any time during the term after they are credited to my account without penalty.

TERMS AND CONDITIONS APPLICABLE TO IRA TERM SHARE CERTIFICATE ACCOUNTS

MINIMUM DEPOSIT AND BALANCE REQUIREMENTS:

The minimum deposit required for me to open and the minimum balance required to maintain my IRA Certificate Account is \$1,000.00.

I must maintain a minimum daily balance of \$1,000.00 in my IRA Share Certificate Account each day to obtain the disclosed APY on the IRA Rate Sheet and to avoid closure.

TRANSACTION LIMITATIONS:

The maximum contribution to the account is determined by the Internal Revenue Service (IRS). I may make withdrawals of principal from my account before maturity subject to IRS regulations. Principal withdrawn before maturity is included in the amount subject to Credit Union early withdrawal penalty. There are certain circumstances, such as the death or incompetence of an owner, where we may waive this penalty. I can withdraw dividends anytime after they are credited to my account without Credit Union penalty. Premature distribution of dividends and/or principal may be subject to IRS penalties. See the IRA Plan Disclosure for information on distributions as well as additional terms and conditions of IRA accounts.

III. 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 CERTIFICATION:

A person (such as the Credit Union) who is required to file an information return with the IRS must obtain 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 individual retirement account (IRA).

U.S. person. I must use Form W-9 to provide my correct TIN to you (the requester) 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 that I am not subject to backup withholding, or
3. Claim exemption from backup withholding if I am a U.S. exempt payee.

In 3 above, if applicable, I am also certifying that as a U.S. person, my allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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.

For federal tax purposes, I am considered a person if I am:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if I am a U.S. person that is a partner in a partnership conducting a trade or business in the United States, I will provide Form W-9 to the partnership to establish my U.S. status and avoid withholding on my share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If I am a foreign person, I do not use Form W-9. Instead, I will use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If I am a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, I must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which I claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support the exemption.

If I am a nonresident alien or a foreign entity not subject to backup withholding, I will give the requester the appropriate completed Form W-8.

WHAT IS BACKUP WITHHOLDING?

Persons making certain payments to me must withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called “backup withholding.” Payments that could 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.

If I give you my correct TIN, make the proper certifications, and report all my taxable interest and dividends on my tax return, my payments will not be subject to backup withholding. Payments I receive will be subject to backup withholding if:

1. I do not furnish you with my TIN; or
2. The IRS tells you that I furnished an incorrect TIN; or
3. I am told by the IRS 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
4. I do not certify to you that I am not subject to backup withholding under (3) above (for reportable interest and dividend accounts opened after 1983 only); or
5. I do not certify my TIN when required. See the “Specific Instructions” section below for exceptions.

Certain payees and payments are exempt from backup withholding. See the Section entitled “For Payees Exempt From Backup Withholding” under “Specific Instructions” below if I am an exempt payee. Also see Special rules regarding partnerships.

PENALTIES:

Failure to Furnish TIN: If I fail to furnish my correct TIN to you, I am subject to a penalty of \$50.00 for each such failure unless my failure is due to reasonable cause and not 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 income tax return. However, if I have changed my last name, for instance, due to marriage, without informing the Social Security Administration of the name change, I may 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 must list first and then circle the name of the person or entity whose number I entered in the Part I of the form.

Sole Proprietor. I must enter my individual name as shown on my income tax return on the “name” line. I may enter my business, trade, or “doing business as (DBA)” 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, enter the owner’s name on the “Name” line.

Enter the LLC’s name on the “Business name” line. Check the appropriate box for my filing status (sole proprietor, corporation, etc.), then check the box for “Other” and enter “LLC” in the space provided.

Other entities. Enter my 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.

Note: I am requested to check the appropriate box for my status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If I am exempt, enter my name as described above and check the appropriate box for my status, then check the “Exempt from backup withholding” box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: If I am exempt from backup withholding, I should still complete this form to avoid possible erroneous backup withholding. Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation;

7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;
9. A futures commission merchant registered with the Commodity Futures Trading Commission;
10. A real estate investment trust;
11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
12. A common trust fund operated by a bank under section 584(a).
13. A financial institution;
14. A middleman known in the investment community as a nominee or custodian; or
15. A trust exempt from tax under section 664 or described in Section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed on page 26.

IF the payment is for...	THEN the payment is exempt for...
Interest and dividend payments	All exempt recipients except for 9
Broker Transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

How to get a TIN:

If I do not have a TIN, I should apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from my local Social Security Administration office or get this form online at www.socialsecurity.gov. I may also get this form by calling 1-800-772-1213. Use 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 apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. I can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If I am asked to complete Form W-9 but do not have a TIN, I must write "Applied For" in the space provided for the TIN, 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 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 must enter it in the social security number box. If I do not have a TIN, I must see How to Get a TIN above.

If I am a sole proprietor, and I have an EIN, I may enter either my SSN or EIN. However, the IRS prefers that I use my SSN.

If I am a single-owner LLC that is disregarded as an entity separate from its owner (see Limited liability company (LLC)), enter my SSN (or EIN, if I have one). If the LLC is a corporation, partnership, etc., enter the entity’s EIN.

(Note: See the chart entitled “**What Name and Number to Give the Requester**” for further clarification of name and TIN combinations.)

PART II: CERTIFICATION

To establish to the withholding agent that I am a U.S. person, or resident alien, sign Form W-9. I may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, 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 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 my correct TIN to you, 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 I 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 your trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee 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, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. I must give my correct TIN, but I do not have to sign the certification.

WHAT NAME AND NUMBER TO GIVE THE CREDIT UNION

1. I must 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.

2. I must circle the minor's name and furnish the minor's social security number.

3. I must show my individual name and I may also enter my business or "doing business as" name. I may use either my SSN or EIN. If I am a sole proprietor, IRS encourages me to use my SSN.

4. I must list first and circle the name of the legal trust, estate or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules regarding partnerships.

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.

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 ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4 a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give the name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	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 agricultural program payments)	The public entity

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires me to provide my correct TIN to persons 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 or HSA. 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, the District of Columbia, and U.S. possessions to carry out their tax laws. You may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

I must provide my TIN whether or not I am required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

IV. (A) DISCLOSURE OF MY 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 after the day you receive my deposit. Electronic direct deposits will be available on the day you receive the 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 2:00 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 2:00 p.m., or on a day you are not open, you will consider that 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 after the day of my deposit. Depending on the type of check that I deposit, funds may not be available until the second (2nd) business day after the day of my deposit. However, the first (1st) \$200.00 of my deposits will be available on the first business day after the day of deposit.

If you are not going to make all the funds from my deposit available on the first (1st) business day after the 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 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 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 \$5,000.00 on any one day;
3. You redeposit a check that has been returned unpaid;
4. I have overdrawn my account repeatedly in the last six months; or

5. There is an emergency, such as failure of communications or computer equipment.
6. I presented a foreign check that must be sent for collection
7. I am a new member (first 30 days)

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 seventh (7th) business day after the day of my deposit.

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) you do not own or operate may not be available until the fifth business day after the day of my deposit.

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) you own or operate may not be available until the second business day after the 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, and wire transfers, will be available on the second (2nd) business day after the day of my deposit. The first \$5000.00 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 2nd business day after 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 U.S. Treasury checks) is not made in person to one of our employees, longer delays may apply.

Funds from all other check deposits will be held a minimum of 7 business days after the day of my deposit.

(B) SPECIAL NOTICE REGARDING ENDORSEMENT STANDARDS:

The federal law dealing with funds availability requires the financial institution's endorsement area on the back of the 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.

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