



AGREEMENT – This document along with any other documents we give you pertaining to your account(s) is a contract that establishes rules, which control your account(s) with us. **Please read this carefully.** If you sign the signature card or open or continue to have your account with us, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions please call us. This agreement is subject to applicable federal laws and the laws of the state of Indiana. This agreement covers your and our rights and responsibilities concerning accounts the credit union offers. In this agreement the words “you” and “yours” mean anyone who signs an account card or account change card. The words “we” and “us” and “our” mean the credit union. The word “account” means any one or more share or other accounts you have with the credit union.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document.

MEMBERSHIP ELIGIBILITY – To join the credit union you must meet the membership requirements as established by the credit union’s bylaws, and maintains a share savings account with a minimum balance as established in the credit union’s bylaws. You authorize us to check your account, credit, and employment history and obtain reports from third parties, including reporting agencies; any time we deem it necessary.

BYLAWS – Our bylaws, which we may amend from time to time, establish basic rules about our credit union policies and operations, which affect your account and membership. You may obtain a copy of the bylaws by request.

OWNERSHIP OF ACCOUNTS – these rules apply to this account depending on the form of ownership and beneficiary Designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Individual Account – An individual account is an account owned by one member qualified for credit union membership. If the account owner dies, the interest passes subject to applicable law, to the decedent’s estate of Payable on Death beneficiary subject to other provisions of this agreement. If a deposited item is returned unpaid, an account is overdrawn, there are fees due for returned items or any other fees assessed against the account, the owner is liable to us for the amount due, regardless of who initiated or benefited from the transaction. All attorney fees, collection expenses, court costs and any other expense incurred by the credit union or in behalf of the credit union will be the responsibility of the account owner.

Multiple Party Accounts – An account owned by two or more persons is a multiple account. Unless otherwise stated on the account card, a multiple account includes rights of survivorship. This means when one owner dies, all sums in the account will pass to the surviving owner(s). For a multiple party account without rights of survivorship, the deceased owner's interest passes to his or her estate. The deceased owner, subject to the credit union's statutory lien for the deceased owner's obligations, and to any security interest or pledge, grants a surviving owner's interest, even if a surviving owner did not consent to it.

Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other matters for this account. Each owner guarantees the signature of any other owner(s). Any owner may withdraw funds, stop payment on items, or pledge to us all or any part of the shares without the consent of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an account. If we receive conflicting or inconsistent instructions from any owner(s), we may suspend or terminate access to the account(s) and require a court order or written consent from all owners to act.

If any account owner is indebted to us, we may enforce our rights against any account of an owner or all funds in the multiple party accounts regardless of who contributed them. If a deposited item is returned unpaid, an account is overdrawn, there are fees due for returned items or any other fees assessed against the account, the owners, jointly and severally are liable to us for the amount due, regardless of who initiated or benefited from the transaction. All attorney fees, collection expenses, court costs and any other expense incurred by the credit union or in behalf of the credit union will be the responsibility of all account owners jointly and severally, regardless of who initiated or benefited from the transaction.

PAYABLE ON DEATH DESIGNATIONS - If two or more of you create this type of account; you own the account jointly with survivorship. Beneficiaries cannot withdraw funds unless all persons creating the account have died. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without rights of survivorship. The person(s) creating either of these account types may change beneficiaries, change account types, or withdraw all or part of the account funds at any time without the consent of the other owner(s).

ACCOUNTS FOR MINORS – We may require any account established by a minor to be a multiple party account with an owner who has reached the age of majority under Indiana state law and who shall be jointly and severally liable to us for any returned items, overdrafts, or unpaid fees and charges or amounts on said account. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction.

AUTHORIZED USER – means any person(s) who has actual implied or apparent authority, or who any owner has given information, access devise or documentation that enables such person to access, withdraw, make transactions to or from your accounts, or to use any of your account services. This definition in intended to be construed broadly and includes without limitation all users acting under a written document such as a power of attorney as well as any person or entity that is authorized to make deposits or debits to or from your accounts with us.

ILLEGAL TRANSACTIONS – You warrant and agree that you will not use credit union accounts or services, including but not limited to loans, to make or facilitate any illegal transactions as determined by applicable law; and that any such authorized use, will constitute an event of default under this agreement. You agree that the credit union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s). You further agree to indemnify and hold the credit union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

ACCOUNT ACCESS – You may make deposits, withdrawals, transfers and other authorized transactions from your account(s) in any manner specifically permitted by us, subject to the limitations and restrictions set forth in the agreement or as otherwise provided for by applicable law. You should exercise caution is providing authority, information, documentation or access devices to others. All withdrawals, transfers and transactions made by any person to whom you provide authority or the means to access your accounts or other services shall be deemed authorized by you, and the credit union will not have any responsibility or liability whatsoever for such withdrawals, transfers, or other transactions. Further, you and the person authorized (as defined herein) shall be jointly and severally responsible to the credit union for all such access or use of your accounts and services with us.

You agree that all owners and authorized users, may have access to all of the information you provide to us, or which we gather and maintain regarding our relationship with you. This includes, but is not limited to information regarding transactions, account history, your loan relationships with us, and other information relating to or arising with regard to any of your accounts, loans or other services with us. Further, you acknowledge and agree that any owner of a joint account or service, authorized users, or any co-borrowers may provide authority to others, who will have access to all such information as to all owners, authorized users and co-borrowers.

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

You may withdraw or transfer funds from your account(s) in any manner we permit. We may return as unpaid any draft drawn on a form we do not provide, and you are

responsible for any loss we incur handling such a draft. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We are under no obligation to honor any power of attorney.

OVERDRAFTS – If on any day, the funds in your share account are not sufficient to cover drafts, fees or other items posted to your account, those amounts will be handled in accordance with our overdraft procedures or an overdraft protection plan you have with us. The credit unions determination of an insufficient account balance may be made at any time between presentation and the credit unions midnight deadline with only one review of the account required. We do not have to notify you if your account does not have funds to cover drafts or other posted items. Whether the item is paid or returned, your account may be subject to a charge as set forth in the Rate and Fee Schedule. Except as otherwise agreed in writing, we, by covering one or any overdraft, do not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time without notice. If we pay a draft or impose a fee that would otherwise overdraw your account, you agree to pay the overdrawn amount immediately. We reserve the right to pursue collection of dishonored items at any time, including giving a payer bank extra time beyond any midnight deadline limits.

If we have approved an overdraft protection plan for your account, we will honor drafts drawn on insufficient funds by transferring funds from another account under this agreement or a loan account, as you have direct, and we have agreed to. The fee for overdraft transfers, if any, is set forth on the Rate and Fee Schedule. This agreement governs all transfers, except those governed by agreements for loan accounts.

POSTDATED AND STALEDATED DRAFTS – We may pay any draft without regard to its date. You agree not to deposit checks, drafts, or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account, which is presented more than six months past its date.

STOP PAYMENT ORDERS – You may request a stop payment order on any draft drawn on your account. To be binding the order must be dated, signed and state the account number, the number of the draft and state the exact amount of the draft. The stop payment will be effective if the credit union receives the order in time for the credit union to act upon the order. You understand and agree that the exact information is necessary for the credit union's computer to identify the draft. If you give us incomplete or incorrect information, we will not be responsible for failing to stop payment on the draft. If the stop payment order is not received in time for us to act upon the order we will not be liable to you, or to any other party for payment of the draft. If we re-credit your account after paying a draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the draft and to assist us in any legal action.

You may make an oral stop payment, which will lapse within fourteen calendar days unless confirmed in writing within that time. A written stop payment order is effective for six months and may be renewed in writing from time to time. We do not have to notify you when a stop payment order expires.

TERMS AND CONDITIONS

Fees for stop payment orders are set forth on the Rate and Fee Schedule. You may not stop payment on any certified check, cashier's check, teller's check or any other check, draft, or payment guaranteed by us. Although payment of an item may be stopped, you remain liable to any item holder, including us. You agree to indemnify and hold harmless from all costs, including attorney's fees, damages or claims related to our refusing payment of an item, including claims of any multiple party account owner, payee, or indorse in failing to stop payment of an item as a result of incorrect information provided by you.

Our stop payment effective time is 10:00 A.M. (Muncie Indiana Time) of the next business day after the day on which we receive the stop payment. You may stop payment on any item drawn on your account, regardless of whether you signed the instrument, or authorized the debit transaction to the account, if you have an equal or greater right to withdraw from the account than the person who signed or authorized the item. Only the person who initiated the stop payment order may request a release of the stop payment order.

AMENDMENTS AND TERMINATION – We may change our bylaws and any term of this agreement. Rules governing changes in rates are provided separately. For other changes we will give you reasonable notice in writing or by any other method permitted by law. We may close this account if your membership in the credit union terminates, or by giving reasonable notice to you and tender of the account balance personally or by mail. At our option, we may suspend your rights to member services if you violate the terms of this agreement.

You must keep us informed of your current address at all times. The credit union is only required to attempt to communicate with you at the most recent address you have provided us. We may require any notice of change of address or any other notice from you to be in writing. If we attempt to communicate with you by mail and it is returned to us, we may impose a fee as set forth in the Rate and Fee schedule. Notice from us to any one of you is considered notice to all of you.

LEGAL PROCESSES – If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved. Any expense of attorney fees, or other legal processing fees we incur, may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subordinate to our lien and security interest.

STATEMENTS – You will receive, and we will mail to the primary member, a periodic statement of transactions and activity on your account during the statement period as required by applicable law. You agree that only one statement is necessary for a multiple party account. You understand, agree and authorize us to display on the periodic statement transaction information for all multiple party applicable account(s). You may have different combinations of owner(s) of account(s) that appear on the periodic statements. You and all owners of all accounts that appear on any periodic statement consent and agree to the display of these account transactions on one periodic statement, and that it will be mailed or transmitted to the primary member only.

TERMS AND CONDITIONS

All multiple account owners and individual account owners hereby agree and consent to hold the credit union harmless and relieve the credit union of any liability arising from any information provided on the periodic statement being displayed to multiple party account owners, whether they have ownership rights in all accounts displayed on said periodic statement or only selected accounts displayed on said periodic statement. This includes but is not limited to any privacy rights rules or regulations now enacted or to be enacted in the future.

You are responsible for examining each statement and reporting any irregularities to us. We will not be responsible for any forged, altered, unauthorized, or unsigned items drawn against your account if you fail to notify us within sixty-days of the mailing of the statement. You further agree that if you fail to report any unauthorized signatures, alterations, forgeries, or any other error in your account within sixty-days of when we first make the statement available to you, you cannot assert a claim against us on any items in that statement, and the loss will be entirely yours.

For share draft accounts you understand and agree that your original draft, when paid, becomes the property of the credit union and may not be returned to you, but copies may be retained by us or payable through financial institutions and made available upon request.

You agree that the credit union's retention of drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes and we will not be liable for any payment made or charge to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you fail to receive a periodic statement you agree to notify us within fourteen days of the time you regularly receive a statement.

INACTIVE ACCOUNTS – If your account falls below any applicable minimum balance or you have not made any transactions over a specified period of time as stated in the Rate and Fee Schedule, we will classify your account as inactive or dormant. Unless prohibited by law, we may charge a service fee as set forth in the Rate and Fee Schedule for maintaining and processing your inactive account. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period of time specified by state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim said funds, you must apply to the appropriate state agency.

SPECIAL INSTRUCTIONS - You may request that we facilitate certain trust, will or court ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or

damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection. Account changes requested by you, or any account owner, such as adding or closing an account or service, must be evidenced by a signed Account Change Form and accepted by us.

TERMINATION OF ACCOUNT – We may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if there is a change in owners or authorized signers; or there has been fraud committed involving your account; or there is a dispute as to the ownership of the account; or there are excessive returned unpaid items not covered by an overdraft protection plan. You may terminate a single party account by giving a written notice to us. We reserve the right to require the consent of all owners to terminate a multiple party account. We are not responsible for payment of any draft, withdrawal, or any instrument or other means, after your account is terminated, however if we pay an item after termination, you agree to reimburse us.

Membership in the Credit Union cannot be terminated without a special meeting of the Credit Union's members held for that purpose, *except to the extent that you have agreed otherwise*. The NCUA has determined that the Credit Union must allow a member to retain their primary share account and their ability to make "teller transactions". However, all other accounts and services, including payroll deduction, ACH and other services that cannot be handled through an "in person" teller transaction at the Credit Union shall not be available to such members.

You hereby agree to the following: The Credit Union shall not extend any credit or other services to any **member, joint owner or user** who has caused it to incur a loss and has not repaid the loss, except when it is in the best interests of the Credit Union to do otherwise. Such a **member, joint owner, or users' accounts** are to **be closed or restricted as applicable** pursuant to the Credit Union's policy on closing accounts. **Further, the Credit Union may refuse any request to make, open or add any joint owner, beneficiary or user to any account with the Credit Union where such joint owner, beneficiary or user has caused a loss as herein stated.**

DEATH OF ACCOUNT OWNER – We may continue to honor all transfer orders, withdrawals, deposits and other transactions on an account until we are notified of a member's death by either another owner of the account or by the legal representative of the deceased member. Once we are notified of a member's death we may pay drafts or honor other payments or transfers authorized by the deceased member for a period of ten days, unless we receive written instructions to stop payments of such transactions by another owner of said account or the legal representative of the deceased member. We may require anyone claiming a deceased owner's account funds to indemnify us for any losses resulting from our honoring that claim. This agreement is binding upon any heirs or legal representatives of any account owner.

GOVERNING LAW – the credit union's by-laws, federal laws and regulations, state laws and regulations, local clearinghouse rules and regulations, as amended from time to time, govern this agreement. You agree that any legal action regarding the

agreement shall be litigated in Delaware County in the state of Indiana, which the credit union is located, and under the state laws of the state of Indiana. Any suit or legal action brought against the credit union of federal laws must be litigated in the appropriate federal court within the state of Indiana.

ENFORCEMENT – You are liable to us for any loss, cost or expense we incur resulting from your failure to follow this agreement. You authorize us to deduct any such loss, costs, or expenses from your account without prior notice to you. If we bring legal action to collect any amount due under or to enforce any part of this agreement, we shall be entitled to payment of reasonable attorney fees and costs, including fees on any appeal and any post judgment collection actions. . If you bring suit against us, for any violation of, this agreement; or any federal law or regulation; or any state law or regulation, and we are not found to have violated any terms of the agreement of or of any law or regulation you agree to reimburse the credit union for any attorney fees, costs, expenses we incur resulting from your legal action against us.

ACH AND WIRE TRANSFERS – You may initiate or receive credits or debits to your account through wire or ACH transfer. You can authorize persons or companies to make direct deposits or withdrawals to or from your share or checking accounts for payroll, pension, social security and other types of deposits or payments. You may give other persons or companies written or oral permission to transfer payments from your credit union account through “ACH” or other electronic means. Such agreements or arrangements are solely between you and the other person or company. The credit union shall have no responsibility or liability to you for such transactions. Thus you should exercise caution in providing such authority and/or information to access your accounts to others. The authority or information you give to others hereunder applies to all “ACH” or other electronic transactions, whether evidenced by any type or writing or converted to a written instrument by the other person, and/or their agents. All such transactions are deemed to be authorized by you. You agree that if you receive funds by wire or ACH transfer, we are not required to notify you at the time the funds are received. The transaction will appear on your periodic statement. These transactions are subject to Article 4A of the Uniform Commercial Code – Funds Transfers as adopted in the state of Indiana. If you originate a fund transfer for which Fed wire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearinghouse association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the uniform Commercial Code.

ACH AND WIRE TRANSFER AGREEMENTS

You agree to the following terms and conditions for the purposes of ACH entry origination:

TERMS AND CONDITIONS

1. Whereas Member wishes to originate ACH entries for direct debit/credit from/to individual accounts at other financial institutions, Member agrees:
 - (a) to indemnify the Credit Union against, and hold harmless from, any losses arising out of the Member's ACH activity;
 - (b) to abide by the NACHA Operating Rules and any other applicable laws, rules, regulations, and operating circulars in effect at the time of the signing and as may become effective during the term of the agreement regarding ACH originations; and,
 - (b) to recognize the Credit Union's right to suspend or terminate the service without prior notice should the number, reasons, or nature of return items or complaints become suspicious.

2. After agreeing to act as originating depository financial institution on behalf of Member, the Credit Union may, at its discretion, monitor the Member's activity to ensure that:
 - (a) all required prenotifications are sent in a timely manner;
 - (b) no prenotifications that have been returned for lack or revocation of authorization are reinitiated unless authorization has been obtained in the interim from the RDFI;
 - (c) when notification of changes are received, the Member makes the changes before initiating further entries;
 - (c) when prenotifications are returned because the receiving institution cannot accept them, the Member does not reinitiate them; and,
 - (d) no ACH debit entry should be originated until the Credit Union has been delivered a certification from the originating Member that signed authorization for the transaction has been obtained from the owner of the account to be debited. In lieu of certification, the Credit Union may at its sole discretion require copies of said signed authorizations. (An electronic format may be acceptable if the Credit Union has the ability to review and retain the electronic format.)

3. Credit Union personnel shall be permitted to monitor return items to each Member, at its own discretion. If at any time the number, reasons, or nature of return items becomes suspicious, the Credit Union may, at its sole discretion and without prior notice, cease originating ACH items for that Member.

4. Credit Union personnel shall be permitted to investigate and record complaints of improper or incorrect ACH entries. If at any time the number or nature of complaints warrants, the Credit Union may, at its sole discretion and without prior notice, cease ACH origination for that Member.

5. The Credit Union may, at its own discretion, require such reasonable documentation as shall be required for investigation into the character and credit worthiness of such Members, and may terminate ACH origination services for those Members deemed unfit.

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6. The Member, being an ACH Originator as defined in the National Automated Clearing House Association (“NACHA”) Rules and Regulations, certifies and acknowledges to the Credit Union, operating as the Originating Depository Financial Institution (“ODFI”) as defined in those same rules and regulations, that it may not and will not initiate entries that violate the laws of the United States, and in particular the regulations of the Office of Foreign Assets Control (“OFAC”) as pertains to transactions with barred entities and individuals.
7. Disclosures regarding Electronic Wholesale Credit Transactions Subject to Uniform Commercial Code article 4A.
 - (a) Provisional Payment - Credit given by us to you with respect to an automated clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such a final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making the payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry.
 - (b) Notice of Receipt of Entry- Under the operating rules of the National Automated Clearing House association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statement we provide to you.
 - (c) Choice of Law – We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (“ACH”) and which are not subject to the Electronic Funds Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with the governed by the laws of the state of New York, unless it has otherwise specified in a separate agreement that the law of some other state shall govern.
8. Restrictions Required by Applicable Laws. We will block, limit or otherwise restrict certain accounts or transactions when we believe in good faith that certain laws including but not limited to the Bank Secrecy Act, USA Patriot Act and Office of Foreign Assets Control Act require us to do so per pledged account or leave the funds on deposit with us until the loan is paid or we specifically release the funds.