



# Northern Federal

CREDIT UNION

## Membership and Account Agreement

### Truth-In-Savings Disclosures

- Regular Savings Account 2
- Ag Business Draft Account 2
- Easy Savings Account 3
- High Yield Savings Account 3
- IRA Share Certificate 3
- Money Market Account 3
- Premium Savings Account 4
- My Choice Share Draft / Checking Account 4
- Share Certificate 4
- Vacation/Club Account, Christmas Account, Insurance Account, IRA 5

Electronic Funds Transfers 5

Notice of ATM/Night Depository Facility User Precautions 7

Your Ability to Withdrawal Funds 7

Overdraft Privilege Policy 7

Privacy Statement 8

Common Features 8

Your Account 8

Fee Schedule 9

## Northern Federal Credit Union — Membership and Account 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 New York (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- Summarize some laws that apply to common transactions;
- Establish rules to cover transactions or events which the law does not regulate;
- Establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- Give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

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.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

**BYLAWS** – Our bylaws, which we may amend from time to time, establish basic rules about our credit union policies and operation which affect your account and membership. Our right to require you to give us notice of your intention to withdraw funds from your account is described in the bylaws. Unless we have agreed otherwise, you are not entitled to receive any original item after it is paid, although you may request that we send you an item(s) or a copy of an item(s). Dividends are based on current earnings and available earnings of the credit union, after providing for required reserves.

**LIABILITY** – You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement. Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. This includes liability for our costs to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees.

**DEPOSITS** – We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next following business day that we are open.

**WITHDRAWALS** – Unless clearly indicated otherwise on the account records, any of you, acting alone, who signed in the space designated for signatures on the signature card may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person signing the signature card to indorse any item payable to you or your order for deposit to this account or any other transaction with us. We may charge your account for a check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us, by any method we do not specifically permit, which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. Even if we honor a nonconforming request, we may treat continued abuse of the stated limitations (if any) as your act of closing the account. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. The fact that we may honor withdrawal requests that overdraw the available

account balanced does not obligate us to do so later. See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts for which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal.

**OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** – These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. 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** – is an account in the name of one person.

**Joint Account – With Survivorship (And Not As Tenants in Common)** - is owned by two or more person. Deposit and any additions to the account are the property of the owners as joint tenants with right of survivorship. This means that we may release the entire account to any owner during the lifetime of all owners. We may honor withdrawal requests (including checks) from any owner during the lifetime of all owners. We may be required to release money in the account to satisfy a judgment against or other valid debt incurred by any owner. We may honor withdrawal requests (including checks) from any surviving owner after the death of any owner, and may treat the account as the sole property of the surviving owner(s). Unless an owner directs us by written notice not to honor the withdrawal request (including checks) of an owner we will not be liable for doing so. After we receive such a notice, we may require written authorization of any or all joint owners for any further payments or deliveries.

**Joint Account – No Survivorship (As Tenants In Common)** – is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the "number of signatures" necessary for withdrawal.

**Revocable Trust Account** – If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all person creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating this account type reserve the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

**BUSINESS ACCOUNTS** – Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. We may require the governing body of the legal entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the legal entity.

**STOP PAYMENTS** – A stop-payment order must be given in the manner required by law, must be received in time to give us a reasonable opportunity to act on it, and must precisely identify the number, date and amount of the item, and the payee. We will honor a stop-payment request by the person who signed the particular item, and by any other person, even though such other person did not sign the item, if such other person has an equal or greater right to withdraw from this account than the person who signed the item in question. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

**TELEPHONE TRANSFERS** – A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere.

**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. Notice from us to any one of you is notice to all of you.

**STATEMENTS** – You must examine your statement of account with "reasonable care and promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to bear the entire loss. Your loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer. We lose these

## **Northern Federal Credit Union — Membership and Account Agreement**

protections if you establish that we failed to exercise ordinary care in paying an item with an unauthorized signature or alteration.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 14 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations, forgeries, or any other errors in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we use ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**ACCOUNT TRANSFER** – This account may not be transferred or assigned without our prior written consent.

**DIRECT DEPOSITS** – If, in connection with a direct deposit plan, we deposit any amount in an account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

**TEMPORARY ACCOUNT AGREEMENT** – If this option is selected, this is a temporary account agreement. Each person who signs in the space designated for signatures on the signature card (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

**RIGHT TO REPAYMENT OF INDEBTEDNESS** – You each agree that we may (when permitted by law) charge against and deduct from this account any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we charge the account, including any balance the due date for which we properly accelerate under the note.

In addition to these contract rights, we may also have rights under the "statutory lien." A "lien" on property is a creditor's right to obtain ownership of the property in the event a debtor defaults on the debt. A "statutory lien" is one created by federal or state statute. If federal or state law provides us with a statutory lien, then we are authorized to apply, without prior notice, your share and dividends to any debt you owe us, in accord with the statutory lien.

Neither our contract rights nor rights under a statutory lien apply to this account if: (a) it is an Individual Retirement Account or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal arises only in a representative capacity, or (d) social security or supplemental security income payments are deposited directly into this account pursuant to an agreement with us which permits such direct deposit without presentation to you at the time of deposit. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

**RESTRICTIVE LEGENDS** – We are not required to honor any restrictive legend on checks you write unless we have agreed in writing to the restriction. Examples of restrictive legends are "must be presented within 90 days) or "not valid for more than \$1,000.00"

**PAYMENT ORDER OF ITEMS** – The law permits us to pay items (such as checks or draft) drawn on your account in any order. To assist you in handling your account with us, we are providing you with the following information regarding how we process the items that you write. When processing items drawn on your account, our policy is to pay them in the order that they are received. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. There is no policy that is favorable in every instance. If the smallest items are paid first, you may have fewer NSF or overdraft fees, but the largest, and perhaps more important items (such as rent or mortgage payments) might not be paid. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). The amounts of the overdraft and NSF fees are disclosed elsewhere. By paying items in the order that we receive them, we think our policy attains a reasonable balance between minimizing additional cost to you and paying your more important items. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts without sufficient funds and incurring the resulting fees.

**PLEDGES** – Unless we agree otherwise in writing, each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective.

**ACH AND WIRE TRANSFERS** – This agreement is subject to Article 4A of the Uniform Commercial Code – Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer for which Fedwire 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 clearing house 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. If we do not receive such, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a credit to an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

**FACSIMILE SIGNATURES** – You authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose.

### **TRUTH-IN-SAVINGS DISCLOSURES**

#### **REGULAR SAVINGS ACCOUNT**

**Rate Information** - The dividend rates and annual percentage yield may change every month. We may change the dividend rate for your account as determined by the credit union board of directors.

**Compounding and Crediting** – Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend Period** - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period and for the example above is January 31.

**Minimum Balance Requirements** – This minimum required to open this account is the purchase of a share in the credit union. Please see the bylaw requirements in the Common Features section for additional information.

You must maintain a minimum daily balance of \$50.00 in your account each day to obtain the disclosed annual percentage yield.

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

**Accrual of Dividends on Non-cash Deposits** – Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

**Transaction Limitations** – No transaction limitations apply to this account unless otherwise stated in the Common Features section.

**Par Value of a Share** – The par value of a share in this account is \$5.00.

#### **AG BUSINESS DRAFT**

**Rate Information:** At our discretion, we may change the interest rate on your account. Frequency of changes - Your interest rate and annual percentage yield (APY) may change at any time.

**Compounding and Crediting:** Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend Period:** For this type of account, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period and for the example above is January 31.

**Minimum Balance Requirements:** The minimum required to open this account is \$2,500.00. You must maintain an average daily balance of \$2,500 in your account to obtain the disclosed dividends. Failure to maintain the average daily balance of

## Northern Federal Credit Union — Membership and Account Agreement

\$2,500.00 will result in the loss of dividends during the dividend period in which the balance falls below the minimum.

**Average Daily Balance Computation Method:** - We use the average daily balance method to calculate interest on your account. This method applies a periodic rate to the average daily balance in the account for the month. The average daily balance is calculated by adding the principal in the account for each day of the month and dividing that figure by the number of days in the month.

**Accrual of dividends on Non-cash Deposits:** Dividends will begin to accrue on the business day you place non-cash items (for example, checks) to your account.

**Last Declared Dividend Rates:** See attached rate Addendum for last declared dividend rates.

### EASY SAVINGS

**Rate Information:** At our discretion, we may change the interest rate on your account. Frequency of changes - Your interest rate and annual percentage yield (APY) may change at any time.

**Compounding and Crediting:** Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend Period:** For this type of account, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period and for the example above is January 31.

**Minimum Balance Requirements:** No minimum balance requirements apply to this account.

**Average Daily Balance Computation Method:** - We use the average daily balance method to calculate interest on your account. This method applies a periodic rate to the average daily balance in the account for the month. The average daily balance is calculated by adding the principal in the account for each day of the month and dividing that figure by the number of days in the month.

**Accrual of Dividends on Non-cash Deposits:** Dividends will begin to accrue on the business day you place non-cash items (for example, checks) to your account.

**Transaction Limitations:** If the balance is below \$500, or if the withdrawal will cause your balance to fall below \$500, you are permitted to make a total of one (1) transfer or withdrawal out of the account during each monthly statement cycle. The date we receive the transaction request is considered the date of the transfer/withdrawal. If the balance is below \$500, or if the withdrawal will cause your balance to fall below \$500, you will be charged a \$20.00 transaction fee. If your balance is above \$500 and the transaction does not take you below \$500, you can conduct unlimited transactions on the account. There may be unlimited electronic deposits to this account.

**Account Restrictions:** The Easy Savings account requires a minimum monthly deposit of \$25. Failure to meet this requirement may result in the account being closed and any remaining balance transferred to a standard share account.

**Fees:** \$20.00 Withdrawal Transaction Fee - If your balance is below \$500, or if the withdrawal will cause your balance to fall below \$500, you will be charged a \$20.00 transaction fee.

**Last Declared Dividend Rates:** See attached rate Addendum for last declared dividend rates

### HIGH YIELD SAVINGS

**Rate Information:** At our discretion, we may change the interest rate on your account. Frequency of changes - Your interest rate and annual percentage yield (APY) may change at any time.

**Compounding and Crediting:** Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend Period:** For this type of account, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period and for the example above is January 31.

**Minimum Balance to Open:** A minimum deposit of \$1.00 is required to open the account. Initial deposit must be from funds not on deposit at Northern FCU in the 30 days before opening the account.

**Minimum Balance to Earn Dividends:** A balance of \$1.00 is required to earn dividends.

**Average Daily Balance Computation Method:** - We use the average daily balance method to calculate interest on your account. This method applies a periodic rate to the average daily balance in the account for the month. The average daily balance is calculated by adding the principal in the account for each day of the month and dividing that figure by the number of days in the month.

**Accrual of Dividends on Non-cash Deposits:** Dividends will begin to accrue on the business day you place non-cash items (for example, checks) to your account.

**Account Restrictions:** The High Yield Savings account requires an active Rewards Checking Account, along with associated services, be opened and maintained. Failure to meet any of these requirements may result in the loss of dividends and the account being closed and any remaining balance transferred to a standard share account.

**Last Declared Dividend Rates:** See attached rate Addendum for last declared dividend rates.

### IRA SHARE CERTIFICATE

**Rate Information** - The dividend rate on your term share account is \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%. You will be paid this rate until maturity.

**Compounding Frequency** - Dividends will be compounded every month.

**Crediting Frequency** - Dividends will be credited to your account every month.

**Dividend Period** - For this account type, the dividend period is monthly.

**Minimum Balance Requirements** - The minimum balance required to open this account is \$500.00. You must maintain a minimum daily balance of \$500.00 in your account each day to obtain the disclosed annual percentage yield.

**Average Daily Balance Computation Method:** - We use the average daily balance method to calculate interest on your account. This method applies a periodic rate to the average daily balance in the account for the month. The average daily balance is calculated by adding the principal in the account for each day of the month and dividing that figure by the number of days in the month.

**Accrual of Dividends on Non-cash Deposits** - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

**Transaction Limitations** - After the account is opened, you may not make additions into the account until the maturity date stated on the account. You may not make withdrawals of principal from your account before maturity. You cannot withdraw dividends from your account before maturity.

**Time requirements** - Your account will mature on: \_\_\_\_\_.

**Early Withdrawal Penalties** (a penalty may be imposed for withdrawals before maturity)

- If your account has an original maturity of 32 days to one year: The penalty we may impose will equal one month's dividends on the amount withdrawn subject to penalty.
- If your account has an original maturity of more than one year: The penalty we may impose will equal three months' dividends on the amount withdrawn subject to penalty.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. See your plan disclosure if this account is part of an IRA or other tax qualified plan.

**Non-automatically Renewable Account** - This account will not automatically renew at maturity. If you do not renew the account, your funds will be placed in a dividend-bearing account.

### MONEY MARKET

**Rate Information:** At our discretion, we may change the interest rate on your account. Frequency of changes - Your interest rate and annual percentage yield (APY) may change at any time.

**Compounding and Crediting:** Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend Period:** For this type of account, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period and for the example above is January 31.

**Average Daily Balance Computation Method:** - We use the average daily balance

## Northern Federal Credit Union — Membership and Account Agreement

method to calculate interest on your account. This method applies a periodic rate to the average daily balance in the account for the month. The average daily balance is calculated by adding the principal in the account for each day of the month and dividing that figure by the number of days in the month.

**Accrual of Dividends on Non-cash Deposits:** Dividends will begin to accrue on the business day you place non-cash items (for example, checks) to your account.

**Transaction Limitations:** In accordance with Federal Reserve Board Regulation D, you may take a total of six (6) transfers/withdrawals during each monthly statement cycle. The date we receive the instrument for payment is considered the date of the transfer/withdrawal. See the Regulation D brochure for further details on the types of transfers/withdrawals subject to this 6 transfer/withdrawal limit.

**Last Declared Dividend Rates:** See attached rate Addendum for last declared dividend rates.

### PREMIUM SAVINGS

**Rate Information:** At our discretion, we may change the interest rate on your account. Frequency of changes - Your interest rate and annual percentage yield (APY) may change at any time.

**Compounding and Crediting:** Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend Period:** For this type of account, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period and for the example above is January 31.

**Minimum Balance Requirements:** A minimum deposit of \$5,000 is required to open the account. Initial deposit must be from funds not on deposit at Northern FCU in the thirty (30) days before opening the account.

**Average Daily Balance Computation Method:** - We use the average daily balance method to calculate interest on your account. This method applies a periodic rate to the average daily balance in the account for the month. The average daily balance is calculated by adding the principal in the account for each day of the month and dividing that figure by the number of days in the month.

**Accrual of Dividends on Non-cash Deposits:** Dividends will begin to accrue on the business day you place non-cash items (for example, checks) to your account.

**Account Restrictions:** The Premium Savings account requires an active NFCU checking account and with an aggregate monthly electronic deposit of at least \$500. Failure to meet any of these requirements may result in \$50.00 monthly fee.

**Last Declared Dividend Rates:** See attached rate Addendum for last declared dividend rates.

### SHARE CERTIFICATE

**Rate Information** - The dividend rate on your term share account \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%. You will be paid this rate until maturity.

**Compounding Frequency** - Dividends will not be compounded.

#### Crediting Frequency

\_\_\_\_\_ We will not credit dividends to your accounts. We will pay dividends to you or to another account you have every month.

\_\_\_\_\_ Dividends will be credited to your account every month. Alternatively, you may choose to have dividends paid to you or to another account every month rather than credited to this account.

**Dividend Period** - For this account type, the dividend period is monthly.

**Minimum Balance Requirements** - The minimum balance required to open this account is \$500.00. You must maintain a minimum daily balance of \$500.00 in your account each day to obtain the disclosed annual percentage yield.

**Average Daily Balance Computation Method:** - We use the average daily balance method to calculate interest on your account. This method applies a periodic rate to the average daily balance in the account for the month. The average daily balance is calculated by adding the principal in the account for each day of the month and dividing that figure by the number of days in the month.

**Accrual of Dividends on Non-cash Deposits** - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

**Transaction Limitations** - After the account is opened, you may not make additions into the account until the maturity date stated on the account.

\_\_\_\_\_ You may make withdrawals of principal from your account before maturity only if we agree at the time you request the withdrawal. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.

\_\_\_\_\_ You may not make withdrawals of principal from your account before maturity.

You can only withdraw dividends credited in the term before maturity of that term without penalty. You can withdraw dividends anytime during the term of crediting after they are credited to your account.

**Time Requirements** - Your account will mature: \_\_\_\_\_.

**Early Withdrawal Penalties** (a penalty may be imposed for withdrawals before maturity)

- If your account has an original maturity of 32 days to one year: The penalty we may impose will equal one month's dividends on the amount withdrawn subject to penalty.
- If your account has an original maturity of more than one year: The penalty we may impose will equal three months' dividends on the amount withdrawn subject to penalty.
- If your account has an original maturity of seven to 31 days: The penalty we may impose is the greatest of:
  - Seven days dividends, on the amount withdrawn subject to penalty, if the withdrawal is made within the first six days after the deposit,
  - All dividends that have been earned, or
  - One-half of all the dividends that could have been earned in the term.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. See your plan disclosure if this account is part of an IRA or other tax qualified plan.

**Withdrawal of Dividends Prior to Maturity** - The annual percentage yield is based on an assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings.

**Non-automatically Renewable Account** - This account will not automatically renew at maturity. If you do not renew the account, your funds will be placed in a dividend-bearing account.

### MY CHOICE SHARE DRAFT/ CHECKING ACCOUNTS

#### FREE CHOICE CHECKING -

**Minimum Balance Requirements** - No minimum balance requirements apply to this account.

**Transaction Limitations** - No transaction limitations apply to this account unless otherwise stated in the Common Features section.

#### CHOICE REWARDS CHECKING -

**Eligibility Requirements** - Available to personal accounts only

**Minimum Monthly Activity Required:**

- Ten (10) check card POS (Point of Sale) transactions (excluding ATM transactions)
- Receive monthly statement electronically
- Log into Internet Banking at least once
- Monthly direct deposit of payroll or automatic debit transaction, e.g. monthly insurance draft.

**Minimum Monthly Activity Required will be considered from items posted to your account on the last day of the previous statement cycle through the next to last day of the current statement cycle. The Reward Dividend Rate will not be paid on the account if the Minimum Monthly Required Activity is not performed.**

Members who choose this account agree to accept all account related disclosures and statements as required by State or Federal laws and regulations electronically.

**Rate Information** - At our discretion, we may change the interest rate for this account. **Reward Rate** - The Reward Rate will only be paid when all Minimum Monthly Activity

## Northern Federal Credit Union — Membership and Account Agreement

required is performed.

**Compounding and Crediting** - Interest will be compounded monthly and will be credited to your account monthly. If you close your account before interest is credited, you will not receive the accrued interest. The interest rate and annual percentage yield may change. At the Credit Union's discretion, we may change the interest rate on the account at any time.

**Minimum Balance Requirements** - You must deposit \$1.00 to open this account. You must have an average daily balance of \$.01 to receive the base dividend rate. No monthly minimum balance to maintain the account.

**Average Daily Balance Computation Method:** - We use the average daily balance method to calculate interest on your account. This method applies a periodic rate to the average daily balance in the account for the month. The average daily balance is calculated by adding the principal in the account for each day of the month and dividing that figure by the number of days in the month.

**Tier Threshold Levels** - At our discretion, we may periodically change the interest rates and/or tier threshold levels on this account at anytime. Tier One- A specified dividend rate will be paid on the entire portion of your average daily balance that is less than or equal to \$25,000. Tier Two- A specified dividend rate will be paid only on the portion of your average daily balance that is \$25,000.01 or more and less than or equal to \$50,000. Tier Three - A specified dividend rate will be paid only on the portion of your average daily balance that is \$50,000.01 or more. See attached rate Addendum for last declared dividend rates.

**Foreign ATM Fee Refunds** - If you have met your Minimum Monthly Activity Required, we will refund all ATM transaction fees for (ATMs not owned by NFCU) ATMs located in the U.S. incurred during the statement cycle. Fees from ATMs in which the accountholder has a financial interest will not be reimbursed.

**Fees and Charges** - There is no monthly or annual service charge for this account.

**Accrual on Non-cash Deposits** - Dividends will begin to accrue on the business day you place non-cash items (for example, checks) to your account.

**Last Declared Dividend Rates:** See attached rate Addendum for last declared dividend rates.

### PREMIUM CHOICE CHECKING —

**Eligibility Requirements** - Available to personal accounts only

**Minimum Monthly Activity Required:**

- Ten (15) signature based (credit) check card POS (Point of Sale) transactions (excluding ATM transactions) minimum of 5.00 per transaction.
- Receive monthly statement electronically
- Monthly direct deposit of payroll

**Minimum Monthly Activity Required will be considered from items posted to your account on the last day of the previous statement cycle through the next to last day of the current statement cycle. The Reward Dividend Rate will not be paid on the account if the Minimum Monthly Required Activity is not performed.**

Members who choose this account agree to accept all account related disclosures and statements as required by State or Federal laws and regulations electronically.

**Rate Information** - At our discretion, we may change the interest rate for this account. Reward Rate – The Reward Rate will only be paid when all Minimum Monthly Activity required is performed.

**Compounding and Crediting** - Interest will be compounded monthly and will be credited to your account monthly. If you close your account before interest is credited, you will not receive the accrued interest. The interest rate and annual percentage yield may change. At the Credit Union's discretion, we may change the interest rate on the account at any time.

**Minimum Balance Requirements** - You must deposit \$1.00 to open this account. You must have an average daily balance of \$.01 to receive the base dividend rate. No monthly minimum balance to maintain the account.

**Average Daily Balance Computation Method:** - We use the average daily balance method to calculate interest on your account. This method applies a periodic rate to the average daily balance in the account for the month. The average daily balance is calculated by adding the principal in the account for each day of the month and dividing that figure by the number of days in the month.

**Tier Threshold Levels** - At our discretion, we may periodically change the interest rates and/or tier threshold levels on this account at anytime. Tier One- A specified dividend rate will be paid on the entire portion of your average daily balance that is less than or equal to \$25,000. Tier Two- A specified dividend rate will be paid only on the portion of your average daily balance that is \$25,000.01 or more and less than or equal to \$50,000. Tier Three - A specified dividend rate will be paid only on the portion of your average daily balance that is \$50,000.01 or more. See attached rate Addendum for last declared dividend rates.

**Foreign ATM Fee Refunds** - If you have met your Minimum Monthly Activity Required, we will refund all ATM transaction fees for (ATMs not owned by NFCU) ATMs located in the U.S. incurred during the statement cycle. Fees from ATMs in which the accountholder has a financial interest will not be reimbursed.

**Fees and Charges** - There is no monthly or annual service charge for this account.

**Accrual on Non-cash Deposits** - Dividends will begin to accrue on the business day you place non-cash items (for example, checks) to your account.

**Last Declared Dividend Rates:** See attached rate Addendum for last declared dividend rates.

### VACATION/CLUB ACCOUNT, CHRISTMAS ACCOUNT, INSURANCE ACCOUNT, & IRA

**Rate Information** – The dividend rate and annual percentage yield may change every month. We may change the dividend rate for your account as determined by the credit union board of directors.

**Compounding and Crediting** – Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend Period** – For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period and for the example above is January 31.

**Minimum Balance Requirements** – You must maintain a minimum daily balance of \$50.00 in your account each day to obtain the disclosed annual percentage yield.

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

**Accrual of Dividends on Non-cash Deposits** – Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

**Transaction Limitations** – No transaction limitations apply to this account unless otherwise stated in the Common Features section.

### ELECTRONIC FUND TRANSFERS – YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

**Preauthorized Credits** – You may make arrangements for certain direct deposits (such as U.S. Treasury or Social Security) or some employers (payroll) to be accepted into your share draft/checking or savings account(s).

**Preauthorized Payments** – You may make arrangements to pay certain recurring bills from your share draft/checking or savings account(s).

**Express Connect Telephone Transfers – types of transfers** – You may access your account by telephone 24 hours a day at 1-800-778-1624 using your personal identification number, a touch tone phone, and your account numbers, to:

- Transfer funds from share draft/checking to savings
- Transfer funds from savings to share draft/checking
- Transfer funds from savings to savings
- Make payments from share draft/checking to loan accounts with us
- Make payments from savings to loan accounts with us
- Get information about:

## Northern Federal Credit Union — Membership and Account Agreement

- the account balance of share draft/checking account
- the last deposit to share draft/checking accounts
- the last withdrawal from share draft/checking accounts
- the account balance of savings accounts
- the last deposit to savings account
- the last withdrawal from savings account
- loans and investments
- cleared checks
- Request a check withdrawal

**ATM Transfers – types of transfers and dollar limitations** – You may access your account(s) by ATM using your Check Express Debit Card and personal identification number, to:

- Make deposits to share draft/checking account(s) with a debit card
- Make deposits to savings account(s) with a debit card
- Get cash withdrawals from share draft/checking or share savings account(s) with a debit card. You may withdraw no more than \$500.00 per day.
- Transfer funds from savings to share draft/checking account(s) with a debit card
- Transfer funds from share draft/checking to savings account(s) with a debit card
- Get information about:
  - the account balance of your share draft/checking accounts with a debit card
  - the account balance of your savings account with a debit card

Some of these services may not be available at all terminals.

**Types of Check Express Debit Card Point-of-Sale Transactions** – You may access your share draft/checking account(s) to purchase goods (in person or by phone), pay for services (in person or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that you can do with a credit card (that a participating merchant will accept with a credit card).

**PINless Debit Card Transactions**—Your Visa debit card also allows you to conduct transactions on the PULSE, Plus, Accel, NYCE and Exchange debit networks. These types of transactions generally require you to enter your PIN. However, some merchants are authorized to accept non-Visa debit transactions without requiring you to enter your PIN. If you choose to sign to authorize a debit transaction, the transaction will be routed as a Visa transaction.

Examples of the types of actions you may be required to make to initiate a transaction on a PIN-Debit Network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through the use of a PIN.

Provisions of your cardholder agreement that specifically relate to Visa transactions are inapplicable to non-Visa debit transactions.

**Point-of-Sale Transactions – dollar limitations** – Using your card you may not exceed \$1,000.00 in point-of-sale transactions per day

**Currency Conversion** – When you use your Check Express Debit Card at a merchant that settles in currency other than U.S. dollars, the charge will be converted into the U.S. dollar amount. The currency conversion rate used to determine the transaction amount in U.S. dollars is either a government-mandated rate or the wholesale market rate in effect the day before the processing date, increased by 1%.

**Advisory Against Illegal Use** – You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

### FEES

- We do not charge for direct deposits to any type of account.
- Please refer to our separate fee schedule for additional information about charges.

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

**ATM Operator/Network Fees** – When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for balance inquiry even if you do not complete a fund transfer).

### DOCUMENTATION

- **Terminal Transfers** – You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point-of-sale terminals.
- **Preauthorized Credits** – If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money.
- **Preauthorized Credits** – If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (315) 782-0155 to find out whether or not the deposit has been made.
- **Periodic Statements** – You will get a monthly account statement from us for your share draft/checking accounts. You will get a monthly account statement from us for your savings account, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

### PREAUTHORIZED PAYMENTS

**Right to Stop Payment and Procedure for Doing so** – If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this brochure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

Please refer to our separate fee schedule for the amount we will charge you for each stop-payment order you give.

**Notice of Varying Amounts** – If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

**Liability for Failure to Stop Payment of Preauthorized Transfer** – If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

### FINANCIAL INSTITUTION'S LIABILITY

**Liability for Failure to Make Transfers** – If we do not complete transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If you have an overdraft line and the transfer would go over the credit limit.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our agreement with you.

### CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers; or
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or

## Northern Federal Credit Union — Membership and Account Agreement

- In order to comply with government agency or court orders; or
- If you give us written permission.

### UNAUTHORIZED TRANSFERS

#### Consumer Liability

*Generally* - Tell us AT ONCE if you believe your card and/or code has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days, you can lose no more than \$50 if someone used your card and/or code without your permission. (If you believe your card and/or code has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your card and/or code without your permission.)

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can provide we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

*Additional Limit on Liability for Check Express Debit Card* – Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Check Express Debit Card. This additional limit on liability does not apply to ATM transactions, to transactions using your Personal Identification Number which are not processed by VISA®, or to commercial cards.

**Contact in Event of Unauthorized Transfer** – If you believe your card and/or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed in this brochure.

### ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this brochure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or questions in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days for Check Express Debit Card point-of-sale transactions and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for Check Express Debit Card point-of-sale transactions and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

NORTHERN FEDERAL CREDIT UNION

CUSTOMER SERVICE

120 FACTORY STREET

WATERTOWN, NEW YORK 13601

Business Days: Monday through Friday, excluding federal holidays

Phone: 315-782-0155

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

### NOTICE OF ATM / NIGHT DEPOSIT FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transaction at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements you receive.
4. Don't lend your debit card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. If you lose your debit card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
7. Protect the secrecy of your Personal Identification Number (PIN). Protect your debit card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your debit card or PIN over the telephone. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
8. Prevent others from seeing you enter your PIN by using your body to shield their view.
9. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
10. When you make a transaction, be alert to your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. Defer your transaction if circumstances cause you to be apprehensive for your safety. You might consider using another ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Please be sure to close any entry door completely upon entering and exiting the ATM or night depository facility. Do not permit any unknown person to enter the facility after regular banking hours.
13. Don't display your cash; place withdrawn cash securely upon your person before exiting the ATM. Count the cash later when you are in the safety of your own car, home, or other secure surrounding.
14. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
15. We want the ATM and night deposit facility to be safe and convenient for you. The activity of the automated teller machine facility may be recorded by a surveillance camera or cameras. Please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please use the nearest available public telephone to call the police if emergency assistance is needed. Direct complaints concerning ATM facility security to us at the phone number listed in this brochure or the New York Banking Department Consumer Services Hotline at 1-888-NYS-ATM1 (1-888-697-2861).

### YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to all accounts.

Our policy is to make funds from your cash and check deposits available to you on the

## Northern Federal Credit Union — Membership and Account Agreement

same day we receive your deposit. At that time, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposit, every day is a business day, except Saturdays, Sundays and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

### LONGER DELAYS MAY APPLY

**Case-by-Case Delays** – In some cases, we will not make all the funds that you deposit by check available to you on the same day we receive your deposit. Depending on the type of check that you deposit, funds may not be available until the seventh business day after the day of your deposit. The first \$100 of your deposits, however, may be available on the next day.

If we are not going to make all of the funds from your deposit available on the same day we receive your deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

**Safeguard Exceptions** – In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the eleventh business day after the day of your deposit.

### OVERDRAFT PRIVILEGE POLICY

(A *Discretionary* Overdraft Service)

It is the policy of Northern Federal Credit Union ("the Credit Union, we, us, or our") to comply with applicable laws and regulations, and to conduct business in accordance with applicable safety and soundness standards. A non-sufficient funds (negative) balance may result from: A) The payment of checks, electronic funds transfers, or other withdrawal requests; B) Payments authorized by you; C) The return, unpaid, of items deposited by you; D) The imposition of applicable service charges; or E) The deposit of items which according to the Credit Union's Funds Availability Policy, are treated as not yet "available" or finally paid.

**We are not obligated to pay any item presented for payment if your account does not contain sufficient collected funds.** Rather than automatically returning, unpaid, any non-sufficient funds items that you may have, if your eligible account (primarily used for personal and household purposes) has been open for at least thirty (30) days and thereafter you maintain your account in good standing, which includes at least: (A) Continuing to make deposits consistent with your past practices, and depositing at least \$400 or more in your account within each thirty (30) day period, (B) You are not in default on any loan obligation to the Credit Union, (C) You bring your account to a positive balance (not overdrawn) at least once every thirty (30) days, and (D) Your account is not

the subject of any legal or administrative order or levy, **we will consider, without obligation on our part, approving your reasonable overdrafts.** This discretionary service\* will generally be limited to a \$700 overdraft (negative) balance for eligible New Checking accounts opened at least 30 days.. **Of course, any and all fees and charges, including without limitation our non-sufficient funds/overdraft fees (as set forth in our fee schedules) will be included in this limit and will apply to any transaction that overdraws your account including, but not limited to, payments authorized by Checks, ACH/Electronic Items, ATM / Debit Card/Check Card's, Internet Banking/ Online Banking and Telephone Banking Transactions. We may refuse to pay an overdraft for you at any time, even though your account is in good standing and even though we may have previously paid overdrafts for you.** You will be notified by mail of any non-sufficient funds items paid or returned that you may have; however, we have no obligation to notify you before we pay or return any item. **The amount of any overdrafts plus our Non-Sufficient Funds and/or Overdraft (NSF/OD) Charge(s) that you owe us shall be due and payable upon demand.** If there is an overdraft paid by us on an account with more than one (1) owner on the signature card, each owner, and agent if applicable, drawing/presenting the item creating the overdraft, shall be jointly and severally liable for such overdrafts plus our Non-Sufficient Funds and/or Overdraft (NSF/OD) Charge(s). **LIMITATIONS:** Available only to eligible personal checking accounts primarily used for personal and household purposes. All Business Type Accounts, All Savings Type Accounts, All Money Market Accounts, All Public Fund / Charitable Organization Accounts and Minor Accounts are not eligible. We *may* limit the number of accounts eligible for Overdraft PrivilegeSM Service\* to one account per household.

**\*The Overdraft PrivilegeSM Service does not constitute an actual or implied agreement between you and the Credit Union. Nor does it constitute an actual or implied obligation of or by the Credit Union. This service represents a purely discretionary courtesy or privilege that the Credit Union may provide to you from time to time and which may be withdrawn or withheld by us at any time without prior notice or reason or cause.**

### PRIVACY STATEMENT

**To Our Members-** Northern Federal Credit Union is committed to protecting the privacy of its members. To assure the continued privacy and confidentiality of your personal financial information, Northern Federal Credit Union observes these practices and procedures:

**Information We Collect** - Northern Federal Credit Union collects nonpublic information about you from some or all of the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, assets and income.
- Information about your transactions with us, our affiliates, or others such as your account balance, payment history, parties to transactions and credit card usage; and,
- Information we receive from a consumer-reporting agency, such as your creditworthiness and credit history.

**Information We Disclose** - Northern Federal Credit Union may disclose some or all of the information we collect as described above to companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements. These companies may include Financial Services providers such as insurance companies, mortgage service companies and securities brokers-dealers, as well as Non-Financial Companies such as direct marketing companies and mailhouses. Northern Federal Credit Union may also disclose information about you under other circumstances as permitted or required by law.

**Our Security Measures** - Northern Federal Credit Union restricts access to nonpublic information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with Federal regulations to guard your nonpublic personal information.

**Confidentiality Protections** - To protect our members' privacy, Northern Federal Credit Union only partners with companies that agree to maintain strong confidentiality provided that which is needed to fulfill the purposes of our agreement. Northern Federal Credit Union does not permit these companies to sell or otherwise disclose to third parties the information that is provided to them.

**Questions or Comments** - Please let us know if you have any questions or comments about our privacy practices. You may contact any of our branch offices, or write us at:

NORTHERN FEDERAL CREDIT UNION

MARKETING

120 FACTORY STREET

## Northern Federal Credit Union — Membership and Account Agreement

### FEE SCHEDULE

Account Balance/Reconciliation .....	\$15.00 per hour
Account Closed within 120 days of opening .....	\$15.00 per share
ATM Withdrawal (Non-CU ATM's) .....	\$1.00 each
ATM/Debit Card Replacement .....	\$5.00 each
ATM/Debit/Visa Card Expedited Delivery .....	Current Courier Price
Bill Pay Stop Payment Fee .....	\$15.00 each
Check by Phone .....	\$10.00
Check Cashing Fee ( <i>Only occurs if total relationship is less than \$100.</i> ) .....	\$3.00 per check
Check Printing Fees .....	Prices may vary
Collection Foreign Checking— Non-Canadian .....	\$25.00 each
Copy of Credit Union Draft or Money Order .....	\$10.00 each
Copy of Member's Cancelled Check ( <i>Charges vary based on delivery requirements.</i> ).....	\$2.50—10.00 each
Deposited Checks—Returned Unpaid .....	\$12.50 each
Easy Savings Withdrawal Fee ( <i>Only occurs if total remaining balance is less than \$500.</i> ).....	\$20.00 each
Faxed Copy of Cancelled Bill Pay Check .....	\$4.00 each
Handling Legal Process .....	\$50.00 each
HSA Closure Fee .....	\$10.00
Inactive Account Fee ( <i>No activity in Share Savings accounts for more than 1 year. Posting of dividends is considered account activity. Check cashing is not recognized as account activity.</i> )	\$5.00 per month
IRA Closed Account Fee .....	\$5.00
Low Balance Account Fee ( <i>Only occurs if total relationship is less than \$500.</i> ).....	\$5.00 per month
Members NSF Checks/Visa Debits/ACH Returns .....	\$30.00 each
Microfilm Copy Statement .....	\$3.00 per page
Money Orders .....	\$0.75 each
Postal Notification of Address Change .....	\$1.00
Protest Fee .....	\$25.00 each
Research Fee .....	\$20.00 per hour, plus fee for documents
Returned Statement-Outdated Address .....	\$5.00 per return
Stop Payment Fee .....	\$15.00 each/\$35.00 per book
Stop Payment Removal .....	\$3.00 each/\$7.50 per book
Stop Payment—Credit Union Check or Money Order .....	\$20.00
Teller Checks ( <i>Payable to member only—no charge</i> ) .....	\$5.00 each
Travelers Cheques .....	\$1 per \$100
Visa Gift Card Fee .....	\$2.50 each
Western Union Transfer—Domestic Outgoing	
Amount \$0 to \$249.99 .....	\$18.00 each
\$250 to \$499.99 .....	\$25.00 each
\$500 to \$999.99 .....	\$30.00 each
\$1,000 to \$4,999.99 .....	\$40.00 each
\$5,000 to \$10,000 .....	\$50.00 each
Western Union Transfer—International Outgoing	
Less than \$500 .....	\$28.50 each
More than \$500 .....	\$50.00 each + 1% of Amount each
Wire Transfers— Domestic Incoming .....	\$15.00 each
Wire Transfers—Domestic Outgoing .....	\$22.00 each
Wire Transfers—International Incoming .....	\$15.00 each
Wire Transfers—International Outgoing .....	\$45.00 each
Wire Transfer Telephone Advise—Incoming ( <i>In addition to Wire Transfer Fees.</i> ) .....	\$3.00