

Universal City Studios Credit Union



Deposit Account Agreement and Truth-in-Savings Disclosure

Effective December 1, 2011

IMPORTANT DOCUMENT
PLEASE KEEP FOR YOUR RECORDS

This Disclosure supersedes all
Disclosures prior to the effective
date shown above.

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Your savings federally insured to at least \$250,000 and backed
by the full faith and credit of the United States Government.
National Credit Union Administration, a U.S. Government Agency.

DEPOSIT ACCOUNT AGREEMENT AND TRUTH-IN-SAVINGS DISCLOSURE

In this Deposit Account Agreement and Truth-in-Savings Disclosure ("Agreement"), the words YOU, YOUR and YOURS mean each and all of those (whether one or more persons) who are subject to this Agreement as a result of signing a Membership Invitation for one or more deposit account(s) with us. The words WE, US, OUR and CREDIT UNION mean UNIVERSAL CITY STUDIOS CREDIT UNION. The terms, conditions and information contained in the Membership Invitation, and all amendments thereto, are by this reference hereby incorporated in their entirety into this Agreement and become an integral part of this Agreement.

I. PAYMENT OF DIVIDENDS

All dividend bearing accounts are variable rate accounts. The frequency and conditions upon which dividends are paid on all accounts are in accordance with the Bylaws of this Credit Union, the California Credit Union Laws and Regulations, and the Truth-in-Savings Act and Regulations. Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period.

The dividend rate and Annual Percentage Yield (APY) may change at the discretion of the Credit Union. Current rate information and minimum balance to open and earn the APY for these accounts are set forth in the Dividend Rate Sheet which accompanies this Agreement and is incorporated by this reference. You may also obtain current rate information by calling the Credit Union at (888) FOR-MYCU.

For specific dividend rate(s) for each type of dividend bearing deposit account, refer to the Dividend Rate Sheet.

For Regular Share Accounts, IRA Share Accounts, IRA Share Certificate Accounts, Holiday Club Accounts, Money Fund 9 Accounts and Celebrity Money Market Accounts, dividends will be compounded quarterly and will be credited quarterly. For these accounts, the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example is March 31.

For Money Fund 5 Accounts and Dividends Earning Share Draft Accounts, dividends will be compounded monthly and will be credited monthly. For these accounts, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example is January 31.

Dividends on Term Share Certificate Accounts are compounded and will be credited as set forth in your Share Certificate Receipt.

If you close your account before dividends are credited, you will not receive the dividends accrued through the day the account was closed.

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

Dividends will begin to accrue on the business day you deposit non-cash items (e.g., checks) to your account if deposited before the close of business.

II. TERMS AND CONDITIONS

TERMS AND CONDITIONS APPLICABLE TO ALL ACCOUNTS:

1. You must be and remain a member in good standing to maintain any account. The par value of a share in this Credit Union is \$1.00. If you fail to complete the purchase of one (1) share within six (6) months of your admission to membership, or within six (6) months from the increase in the par value in shares, or if you reduce your primary savings account balance below the par value of one (1) share and do not increase the balance to at least the par value of one (1) share within six (6) months of the reduction, you may be terminated from membership at the end of a dividend period.
2. All accounts (except checking accounts) are not transferable except as defined in Regulation D (12 CFR, Part 204). For all accounts except checking accounts, during any statement period, you may not make more than six (6) withdrawals or transfers to another credit union account of yours or to a third party using any combination of preauthorized or automatic transfers or telephonic orders or instructions. You may make an unlimited number of withdrawals from, or transfers among, your share accounts by mail, messenger, or in person at the Credit Union or at an ATM. You may also make an unlimited number of withdrawals from your share accounts through Audre (our Audio Response electronic telephone banking service) if you request that we send you a check. If you exceed, or attempt to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer requests as set forth in our Schedule of Fees and Service Charges.
3. Our delay in enforcing any of the terms and conditions of this Agreement

shall not prohibit us from enforcing such terms and conditions at a later date.

4. We reserve the right upon thirty (30) days written notice to change any provision of or establish new provisions to this Agreement.
5. We may refuse to follow any of your instructions that in our sole judgment are illegal or would expose us to potential liability. Alternatively, we may require adequate security or invoke other security measures to protect us from all losses and expenses incurred if we follow your instructions. You agree to reimburse us for any damages, losses, liabilities, expenses, and fees (including, but not limited to, reasonable attorneys' fees) that we incur in connection with your account if we take an action in accordance with your or what purports to be your oral, written, or electronic instructions.
6. We reserve the right to refuse to open any account, to provide any service in connection with an account, or to accept additional deposits to an existing account.
7. We may endorse and/or collect items deposited to your account without your endorsement, but may require your personal endorsement prior to accepting an item for deposit. If you deposit items which bear the endorsement of more than one person or persons that are not known to us or that require endorsement of more than one payee, we may refuse the item or require all endorsers to be present, have valid identification, or to have their endorsements guaranteed before we accept the item.
8. You authorize us to accept items payable to any account owner for deposit to your account from any source without questioning the authority of the person making the deposit, and to give cash back to any authorized signer(s) or designated agent on any check payable to any one or more of the account owners, whether or not it is endorsed by you.
9. You understand and agree that we may utilize automated means to process checks and other items written on or deposited to your account. Although we may manually review checks or other items drawn on your account, you understand and agree reasonable commercial standards do not require us to do so.
10. You acknowledge and agree that we may, at our option, choose to create and retain electronic copies of original account records and any other records, and thereafter dispose of the originals. You further agree that electronically scanned and stored images of records will have the same effect as the original records.
11. We act only as a collecting agent for any items deposited. Any deposit that we accept will be subject to subsequent payment and collection verification. We are not responsible for any deposits or other transactions initiated by mail until the item is actually received by us. We will not be responsible for any deposits or other transactions during the course of delivery to us by any courier or other third party until the item(s) is/are actually received by us.
12. We will mail or electronically deliver, if you have consented to receive statements electronically, your statements and other notices only to the person whose signature appears first on the Membership Invitation. You will exercise reasonable care and promptness in examining your statements and must promptly notify us of any error or unauthorized payment including, but not limited to, an altered item or an unauthorized signature. If you fail to uphold these duties, you understand and agree that you are precluded from asserting the error or unauthorized payment against us if: (1) we suffer a loss on the item because of your failure; or (2) we pay on another item presented by the same wrongdoer if the payment was made before you properly notified us.

You must notify us within sixty (60) days of the date of the statement. If you fail to uphold your duties but you can prove that we failed to exercise ordinary care in the payment of the relevant items, then the above preclusion will not apply and the loss on the item(s) will be allocated between us and you to the extent our respective actions contributed to the loss. If you have failed to examine your statement and report any unauthorized item(s) within one (1) year after your statement or the item(s) has/have been made available to you, you cannot recover from us, even if we failed to exercise ordinary care in paying the item(s).

13. We or you may terminate any of your account(s) at any time. You understand and agree, however, that our authority may not be changed or terminated except by written notice to us, which will not affect prior transactions.
14. If we receive conflicting claims regarding funds in your account(s), including, but not limited to, disputes between joint owners, a payee, a beneficiary of a trust account or a payable on death account, or any other person claiming an interest to funds in your account, we may, without liability to you and in our sole and absolute discretion, restrict the account and deny access to all until such time as the conflicting claims are resolved to our satisfaction; close the account and send the funds to the owner or owners of the account, according to our records, at the statement mailing address; interplead all or any portion of the funds from an account into an appropriate court for resolution; or restrict the account until our receipt of either written instructions as to the distribution of funds signed by all affected parties or an order from a court of proper

jurisdiction authorizing or directing us to distribute the funds. In addition, if we receive written notice from any account owner that withdrawals, in accordance with the terms of the account, should not be permitted, we may refuse, without liability, to pay any sums on deposit pending determination of the rights of the owners. Such written notice(s) shall become effective only upon receipt and after we have had a reasonable opportunity to act thereon.

15. We reserve the right to close any account(s) terminating your membership should we discover that any of your accounts or any other accounts with us have been deliberately manipulated by you to our, any other accountholder's, and/or our membership's detriment. "Manipulation" includes, but is not limited to, making unauthorized withdrawals or other transactions, kiting and repeated patterns of transactions which have no apparent business reason other than to take advantage of Regulation CC hold periods and/or "interest float" to our detriment.
16. You acknowledge that we may be obligated to report cases of actual or suspected financial abuse of elders or dependent care adults. If we suspect such financial abuse, you understand and agree that, in addition to reporting such abuse as may be required under applicable law, we have the right to freeze the account, refuse to complete transactions on the account, or to take any other action(s) that we deem appropriate under the circumstances. You agree to indemnify and hold us harmless from and against all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising out of or related to any action or inaction related to the matters described in this paragraph.
17. We may recognize the signature of anyone who signed a Membership Invitation as authorized to transact business on that account. Any payment made on your account by us in good faith and in reliance on the terms and conditions of this Agreement, any Share Certificate, and/or the Membership Invitation, shall be valid and discharge us from liability. Without limitation to the foregoing, we may honor checks drawn against your account by authorized signers, even if the checks are made payable to them, to cash or for deposit to their personal accounts. We have no duty to investigate or question withdrawals or the application of funds.
18. We reserve the right to require you to give not less than seven (7) and up to sixty (60) days written notice of your intention to withdraw funds from any account except checking accounts.
19. Ownership for the primary account and all sub-accounts shall be established and determined by the most recent Membership Invitation or other document(s) evidencing such account(s). A different form of ownership may be established by executing a new Membership Invitation and a new account number will be assigned. The word "owner(s)" means the owner of the funds in the case of an individual account and it means the joint owners (both as an individual and as a group) in the case of a joint or other account with multiple parties. Owner(s) agree that any and all sums heretofore and hereafter on deposit will be subject to withdrawal or receipt by any owner and any such payment shall be valid and discharge us from any liability.
20. You are required to keep us informed of your current address. You agree to notify us promptly of any change of address. You may notify us in person at our office or by sending a written and signed notice to Universal City Studios Credit Union, 90 Universal City Plaza, Universal City, CA 91608. In the event that you fail to do this, a charge may be made to your account for the actual cost of a necessary locator service paid to a person or concern normally engaged in providing such service and incurred in determining your address. This charge will be imposed in accordance with our Bylaws and as set forth in the Schedule of Fees and Service Charges. A freeze may also be placed on your account if mail is returned to us.
21. You agree to notify us immediately of the death or court declared incompetence of any owner of your account. You agree to inform each owner of your account of the obligation to notify us of such an event as well. If you die or are declared legally incompetent, we can continue to accept and collect items deposited to your account until we know of your death or adjudication of incompetency and have a reasonable opportunity to act.
22. All non-cash payments shall be credited subject to final payment on the day of deposit. Your right to withdraw the funds represented by certain checks, savings or other items you deposit may be delayed for several days. You will be notified if your right to withdraw will be delayed. Please refer to the Credit Union's Funds Availability Policy for further details.
23. If a check or other item which we cash for you or which you deposit to your account is returned to us as unpaid for any reason, we may charge your account for the amount of the check or other item. This may include, among other circumstances, checks which were paid originally and later are returned to us accompanied by documentation indicating that the endorsement is forged or unauthorized or that the item has been altered in any way. We may charge your account for the amount without questioning the truth of such documentation. We may also charge back any amount of accrued or paid dividends related to the returned check.

We may re-present a returned check for payment by the financial

institution upon which it is drawn if there were insufficient funds to initially pay the item, but we are not required to do so. If we choose to re-present the check, we may do so without telling you the check was not paid or that we are presenting it again. We may charge a fee for each deposited or cashed check charged back to your account. We may, at our option, notify you, by telephone or in writing, if a check has been returned unpaid and the fee charged as set forth in our Schedule of Fees and Service Charges.

24. You agree that we will not be responsible for any damages you incur in the event you deposit an item with us which is subsequently returned unpaid by the paying bank and that return is "late" due to markings on the back of the item caused by you or a prior endorser.
25. Although we are not obligated to, we may pay or accept checks and other items bearing restrictions or notations (e.g., "Void after 6 months," "Void over \$50.00," "Payment in Full," and the like), whether on the front or back, in any form or format. If you cash or deposit an item or write a check with such notation, you agree that it applies only between you and the payee or maker. The notation will have no effect on us, and you agree to accept responsibility for payment of the item. You agree to indemnify and hold us harmless from any claim or alleged loss of any maker or payee involving such notations, whether you are the maker or payee or the funds are otherwise deposited into an account in which you have an interest.
26. We are under no obligation to pay a check which is presented more than six (6) months after its date, but we may do so at our discretion and charge your account without liability, even if the presentation occurs after the expiration of a stop payment order or notice of postdated change. You agree that we are not required to identify stale dated checks or seek your permission to pay them. We may assess a special handling charge upon receipt of any such item in accordance with our Schedule of Fees and Service Charges.
27. All accounts are subject to our current Schedule of Fees and Service Charges, which accompanies this Agreement and is incorporated by this reference. We will debit such charges against any account you own, including accounts on which you are a joint owner (except your IRA) without prior notice to you. Only fees related to an IRA will be deducted from an IRA. If there are insufficient funds available in your checking and savings accounts, the funds available under a Line of Credit account may be used to pay service charges or fees.

If sufficient funds are not available, the charges are payable on demand and, for checking accounts, will be treated as an overdraft.

28. California law states that inactive account balances in savings, checking, and matured term share certificate accounts must be transferred ("escheated") to the appropriate state within the time period specified by state law. In the State of California, your property will escheat to the state after a period of three (3) years since the last time you:
 - a. Increased or decreased the amount of funds on deposit with us or presented an appropriate record for crediting of dividends or cashed a dividend check from any of your accounts with us; or
 - b. Corresponded in writing or electronically with us concerning the funds on deposit; or
 - c. Otherwise indicated an interest in the funds on deposit as evidenced by a memorandum on file with us.

Your deposit account will not escheat to the state, however, if, during the previous three (3) years, you have owned another deposit account (or individual retirement or similar account) with us and, with respect to that deposit account, you have done any of the acts described in paragraphs (a), (b), or (c) above (or, with respect to an individual retirement or similar account, you have increased or decreased the principal, accepted payment of principal or income, or corresponded electronically or in writing concerning the property or otherwise indicated an interest), and, with regard to the deposit account that would otherwise escheat, we have "communicated" (i.e., sent account statements or statements of interest paid for federal and state income tax purposes) electronically or in writing with you at the address to which communications regarding the other deposit account are regularly sent.

We may charge a fee for mailing an escheat notice and/or a service charge for money orders escheated to the state as set forth in our Schedule of Fees and Service Charges. To recover funds turned over to the state, you must file a claim with the state.

29. We may but are not obligated to transfer funds from your deposit accounts or loan accounts on your written, oral, or electronic request. You understand and agree that no transfer will be made unless there are sufficient available funds on deposit or sufficient credit available at the time of transfer. You agree that any such transfers shall be in the exact amount authorized and will be processed only on our business days. If a transfer is to occur on a day other than a business day, such transfer will occur on the next business day. Moreover, if funds are not available for the transfer on the day authorized, the transfer will occur when sufficient funds become available.

30. You may obtain non-cash withdrawals at a branch for any amount exceeding \$1.00. For large sums, arrangements may be made with the Branch Manager at the branch location of our choice. Large sum withdrawal requests normally take 10 business days to process. For the safety of both staff and members, we do not keep large amounts of cash at branch locations.
31. Federal law requires us to report certain domestic currency transactions and foreign transactions. This reporting applies to all member accounts at the Credit Union.
32. We agree to retain and furnish to you, if requested, photocopies of certain records pertaining to your account and that these records will be available to you for the time period required by law. You agree to pay applicable fees as listed in our Schedule of Fees and Service Charges.
33. You understand and agree that we must comply if we are served with any notice of garnishment or of attachment, tax levy, injunction, restraining order, subpoena, or other legal process relating to your account that we know or otherwise believe in good faith is valid. You direct us not to contest any such notice of legal process and understand that we are under no obligation to notify you of the legal process and will not notify you if prohibited by law. We may charge a Compliance with Legal Process fee, as set forth in our Schedule of Fees and Service Charges, and we may assess this fee against any account you maintain with us, including the account that is the subject of the legal process. You understand and agree that if a subpoena or legal process requires us to release information about an owner and/or signer on an account, we must comply with such request and the information released pursuant to such legal process may include information about other owners and/or signers on the account, even if their information was not expressly requested by the subpoena or legal process.
34. In the event that a cashier's, teller's, or certified check is lost or stolen, you must execute and deliver to us a written Declaration of Loss and Claim For Reimbursement and/or affidavit ("Declaration and Claim") in a form acceptable to us and in time for us to have a reasonable time to act thereon. You further understand and agree that the Declaration and Claim is not enforceable until the later of (i) the time the Declaration and Claim is properly delivered to us, or (ii) the 90th day following the date of the cashier's or teller's check, or the 90th day following the date of the acceptance of a certified check. You agree to indemnify us for any loss or claim occasioned by our attempting or stopping payment on any such check.
35. You authorize us to gather whatever credit, checking account and employment information we consider appropriate from time to time. You understand that this will assist us, for example, in determining your initial and ongoing eligibility for your account and/or in connection with making future credit opportunities available to you. You authorize us to give information concerning our experiences with you to others.
36. We are not responsible for any loss or damage which results from your negligence, including, without limitation, your failure to adequately safeguard your blank checks or other personal information or means of access to your account.
37. Federal law requires that we obtain and have certified by you a Taxpayer Identification Number (TIN) on all accounts. We will not open an account without this identification number. For additional information on this requirement, please refer to "INSTRUCTION TO PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS FORM W-9)." These instructions are found in a separate brochure which will be furnished upon request.
38. In the event that a negative balance is created in your account (whether due to ATM activity, non-sufficient funds activity, Credit Union imposed fees and charges, or otherwise) or you have other outstanding financial obligations of any kind owed to us, which are in default, you understand and agree that we may transfer funds to such account from any other account (excluding IRAs), including account(s) upon which you are a joint owner, in an amount equal to the negative account balance or the outstanding financial obligation which is in default.
- In addition to any other rights that we may have, you agree that any deposits or future deposits in or other credits to any account in which you may now or in the future may have an interest are subject to our right of off-set for any liabilities, obligations, or other amounts owed to us by you (e.g., overdrafts and any related fees and charges) and such is applicable irrespective of any contribution to the account or source of funds in the account. You understand that we may enforce this right without further notice.
- Moreover, you knowingly consent and expressly agree that the application of an offset of funds in any account includes the offset of government benefits (such as Social Security and other public benefit funds) deposited in your account to the maximum extent permitted by applicable state and federal law.
39. Pursuant to federal law, the Credit Union must verify the identity of any person seeking to open or add a joint owner or signer to any account and must maintain records of the information used to verify the person's identity. For the purposes of this paragraph, "account" means "each formal banking or business relationship established to provide ongoing services, dealings, or other financial transactions." For example, a deposit account, a transaction or asset account, and a credit account or other extension of credit would each constitute an account.
40. Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund.
41. An action or proceeding by you to enforce an obligation, duty, or right arising under this Agreement or by law with respect to your account must be commenced within one (1) year after the cause of action accrues.
42. You agree to indemnify, defend, and hold us and our employees harmless from and against every claim, demand, action, cost, loss, liability, and expense including, without limitation, attorneys' fees, collection costs, skip-tracing fees, and outside services fees which we incur by acting in accordance with this Agreement or as a result of your failure to abide by its terms.
43. Your account will be governed by California law to the extent that California law is not inconsistent with controlling federal law. However, California's choice of law rules shall not be applied if that would result in the application of non-California law.
44. You agree to pay our costs of collection, including reasonable attorneys' fees and court costs, with regard to any check drawn on us by you or any item you deposit with us that causes us to incur a loss.
45. You agree that your telephone communications with us may be monitored and recorded to improve member service and security.
46. All payees listed on a check must sign the check that is deposited or cashed, must present a valid Class I identification (e.g., California Driver's License) or have their signatures guaranteed by another financial institution. All multiple party checks without proper identification are subject to being returned.
47. You acknowledge that if you give anyone access to your account (such as, for example, providing any person with your debit card, ATM card, ATM PIN, debit card PIN or online banking PIN, or granting any person power to act as your agent under a power of attorney or trustee for a trust account, you understand that any transaction completed by such person shall be considered authorized by you.
48. If we receive a deposit for your account, you agree that we do not have to provide you with notice of the deposit other than by reflecting the deposit in your next regular deposit account statement, even if the Automated Clearing House (ACH) or wire transfer rules would otherwise require such a notice. Further, you understand and agree that no interest liability will arise under California Uniform Commercial Code Section 11404(b) even if no special notice is sent to you.
49. **YOU UNDERSTAND AND AGREE THAT WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES IN ANY CLAIM OR ACTION ARISING FROM THIS AGREEMENT, REGARDLESS OF WHETHER YOU HAVE ADVISED US OF THE POSSIBILITY THAT YOU MAY INCUR SUCH DAMAGES.**
- TERMS AND CONDITIONS APPLICABLE TO ALL INDIVIDUAL AND JOINT ACCOUNTS:**
1. If there is more than one owner, all agree with each other and with us that all sums now paid in or hereafter paid in by any one or all account owner(s), including all dividends thereon, if any, are and shall be owned by all account owner(s) jointly and equally regardless of their net contributions with a right of survivorship and shall be subject to withdrawal or receipt by any of the account owner(s) or the survivor(s) of any of the account owner(s). Any such payment shall be valid and shall discharge us from any liability.
 2. We are not obligated to inquire as to the source of funds received for deposit to a joint account or to inquire as to the proposed use of any sums withdrawn from the account for the purpose of establishing net contributions.
 3. No transfer of voting rights or other membership privileges is permitted by virtue of a transfer of funds.
 4. Being a joint owner of a member's account does not constitute credit union membership for the joint owner. Joint owners may be non-members.
 5. Except as set forth herein or in the applicable loan agreement(s), you may pledge any or all of the funds on deposit in an account as security for any loan(s) subject to then current loan policies. Further, a pledge of funds by any owner shall be binding on all owners. You may not withdraw funds that are pledged as security on loan(s) without the written approval of the credit manager or a loan officer, except to the extent that such funds exceed your total primary and contingent liability to us. You may

not withdraw any funds below the amount of your primary or contingent liability to us if you are delinquent as a borrower, or if borrowers for whom you are co-borrower, co-signer, endorser, or guarantor are delinquent, without the written approval of the credit manager or a loan officer.

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

TERMS AND CONDITIONS APPLICABLE TO ALL PAY-ON-DEATH (P.O.D.) DESIGNATIONS:

1. If you have made a Pay-On-Death (P.O.D.) designation, all sums are payable on request to you during your lifetime and upon your death, first to us to the extent of any outstanding matured or unmatured debts owed to us by you, and second, to your designated P.O.D. payee(s). If the account is jointly owned, all sums are payable to one or more account owner(s) during their lives and on the death of all of them, first to us to the extent of any outstanding matured or unmatured debts owed to us by any of you, and second, to one or more payees then surviving in equal and undivided shares. If a P.O.D. payee dies before all of the account owner(s), then upon the death of all of the owner(s), all sums are divided equally among the surviving P.O.D. payees.
2. A Pay-On-Death designation cannot be changed by a will.

TERMS AND CONDITIONS APPLICABLE TO ALL TRUST ACCOUNTS:

1. If you are a trustor/trustee and want to establish an account in connection with a written trust, we may require you to provide us with a notarized trust certification confirming your power as a trustee prior to opening the account.
2. We are not required to know, understand, interpret, or enforce the terms of the trust instrument.
3. You acknowledge that the account is governed by the applicable terms and conditions set forth in this Agreement and by the terms and conditions set forth in the Living Trust Account Agreement that you will be asked to sign when the account is opened.
4. Trust accounts are not subject to the Multiple Party Accounts Law.

TERMS AND CONDITIONS APPLICABLE TO ALL CALIFORNIA UNIFORM TRANSFER TO MINORS' ACT ACCOUNTS:

1. The transferor/custodian is opening an account as custodian for the minor named on the UTMA Signature Card under the California Uniform Transfers to Minors Act. The transfer of money to the minor named on the UTMA Signature Card, which transfer shall be deemed to include all dividends and any future deposits or other additions thereto, is irrevocable and is made in accordance with and to include all provisions of the said statute of the State of California now in effect or hereinafter amended.
2. You acknowledge that by signing the UTMA Signature Card, you have received the funds deposited to the account as custodian for the minor named therein under the California Uniform Transfers to Minors Act and you agree to the applicable terms and conditions set forth in this Agreement as well as the terms and conditions of the UTMA Signature Card.
3. You may not pledge any or all of the funds on deposit in the account as security for any loan(s).
4. The successor custodian named on the UTMA Signature Card shall serve if you should be unable to act as custodian because you resign, die, or become legally incapacitated.
5. Custodial accounts are not subject to the Multiple Party Accounts Law.
6. Upon the minor reaching the age of eighteen (18), Credit Union sends the member a letter asking the member to execute an updated signature card.

TERMS AND CONDITIONS APPLICABLE TO ALL FIDUCIARY ACCOUNTS:

1. You are duly appointed and acting in the capacity of Executor/Executrix, Administrator/Administratrix, Guardian or Conservator. By the authority vested in you, you, acting individually or jointly, are authorized and empowered to transact business of any character in connection with this account. Your authority shall continue in force until written notice to the contrary is received by us.
2. If the account is blocked, you understand and agree that you will file with the court a written receipt including an agreement with us that the funds in the account, including any dividends, shall not be withdrawn or pledged except upon court order.

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

ABOUT OUR SHARE ACCOUNTS

Universal City Studios Credit Union's share accounts let you deposit your money in a savings account and withdraw your money at any time (with the exception of IRAs and Holiday Club Accounts). Our share accounts are Regular Share Accounts, IRA Share Accounts, Money Fund 5 Accounts, Money Fund 9 Accounts, Celebrity Money Market Accounts and Holiday Club Accounts.

TERMS AND CONDITIONS APPLICABLE TO ALL REGULAR SHARE ACCOUNTS:

1. The minimum deposit required to open a Regular Share Account is set forth in the Savings Rate Sheet which accompanies this Agreement and is incorporated by this reference. You must maintain the minimum daily balance as set forth on the Savings Rate Sheet to obtain the Annual Percentage Yield (APY) stated on the Savings Rate Sheet.
2. **You must maintain daily balance of \$100.00 in your Regular Share Account or have another account or loan relationship under your account number to avoid the assessment of a calendar quarterly service charge. If, during any calendar quarter your account balance falls below this daily balance, your account will be subject to a service charge as set forth in our current Schedule of Fees and Service Charges. The charge will be deducted from your Regular Share Account. You may increase your account balance to \$100.00 to avoid further service charges.**
3. There is no minimum withdrawal amount for transfers or to request a check.

TERMS AND CONDITIONS APPLICABLE TO ALL HOLIDAY CLUB ACCOUNTS:

1. The minimum deposit required to open a Holiday Club Account is \$25.00.
2. You must maintain a minimum daily balance of at least \$100.00 in the account each day to obtain the disclosed APY.
3. There is no minimum withdrawal amount for transfers or to request a check.
4. You may not pledge any or all of the funds on deposit in the account as security for any loan(s).
5. A Holiday Club Account may be opened at any time. The funds deposited into this account are not available for withdrawal until October 31. On October 31, the balance of your Holiday Club Account will automatically transfer into a Share account of your choice. A withdrawal prior to the annual disbursement date stated above will result in closure of this account and accrued dividends will be forfeited. Any balance in the account at the time of such withdrawal will be transferred into your Regular Share.
6. If the balance of your Holiday Club account falls below \$25.00, the Holiday Club Account will be closed and all funds transferred to your Regular Share Account.
7. Your Holiday Club Account may be closed at your request anytime prior to October 31, however, you understand that this will result in the loss of dividends for the current year and you will not be eligible to re-open this account until November of the current year.

TERMS AND CONDITIONS APPLICABLE TO ALL INDIVIDUAL RETIREMENT ACCOUNT (IRA) SHARE ACCOUNTS:

1. An IRA is subject to the applicable terms and conditions set forth in this Agreement as well as the terms and conditions set forth in the Credit Union IRA Custodial Agreement and IRA Disclosure Statement, which by this reference is incorporated into this Agreement in its entirety. When you open your IRA Share Account, the Individual Retirement Account Agreement and Disclosure Statement will be provided to you in accordance with applicable law.
2. The minimum deposit required to open an IRA Share Account is set forth on the Savings Rate Sheet. You must maintain the minimum daily balance as set forth on the Savings Rate Sheet to obtain the APY stated on the Savings Rate Sheet. You must maintain the minimum daily balance as set forth on the Savings Rate Sheet to avoid closure.
3. You may not pledge any of the funds on deposit in the account as security for any loan(s).

4. Certain federal and state penalties may apply to amounts withdrawn from IRAs. These are set forth in applicable federal and state laws and regulations, which are incorporated by this reference.
5. Funds in an IRA will escheat to the state if you have not done any of the following for a period of more than three (3) years after the funds become payable or distributable:
 - a. Increased or decreased principal;
 - b. Accepted payment of principal or income (dividends);
 - c. Corresponded electronically or in writing with us concerning the funds or otherwise indicated an interest therein.

TERMS AND CONDITIONS APPLICABLE TO MONEY FUND 5 ACCOUNTS:

1. The dividend rate and APY on these accounts are tiered. A tier is a range of account balances; different rates and APYs may apply to different tiers. When the balance increases or decreases to a different tier, the account balance will be subject to the rate applicable to that tier for the time the balance is at the higher or lower level. This means if an account balance goes below or above a certain tier level even for one day, the account will be subject to that tier for one day. These rates are subject to change without notice. Current rate information, minimum balance to open and to earn the APY and tiers for these accounts are set forth in the current Savings Rate Sheet. You may also obtain current rate information by calling the Credit Union at (888) 367-6928 or visiting our website at www.ucscu.org.
2. If the account balance falls below the minimum, the account may be closed and the funds transferred to your Regular Share Account. No minimum daily balance is required in order to obtain the disclosed APY.
3. The minimum you may withdraw is \$250. The minimum amount you may deposit is \$1,000.
4. You may pledge any of the shares on deposit in the account as security for any loan(s).

TERMS AND CONDITIONS APPLICABLE TO MONEY FUND 9 CELEBRITY MONEY MARKET ACCOUNTS:

1. The dividend rate and APY on these accounts are tiered. A tier is a range of account balances; different rates and APYs may apply to different tiers. When the balance increases or decreases to a different tier, the account balance will be subject to the rate applicable to that tier for the time the balance is at the higher or lower level. This means if an account balance goes below or above a certain tier level even for one day, the account will be subject to that tier for one day. These rates are subject to change without notice. Current rate information, minimum balance to open and to earn the APY and tiers for these accounts are set forth in the current Savings Rate Sheet. You may also obtain current rate information by calling the Credit Union at (888)367-6928 or visiting our website at www.ucscu.org.
2. If the account balance falls below the minimum, the account may be closed and the funds transferred to your Regular Share Account. No minimum daily balance is required in order to obtain the disclosed APY.
3. The minimum you may withdraw is \$500. The minimum amount you may deposit is \$1,000.
4. You may pledge any of the shares on deposit in the account as security for any loan(s).

TERMS AND CONDITIONS APPLICABLE TO SHARE DRAFT (CHECKING) ACCOUNTS:

Universal City Studios Credit Union offers share draft (checking) accounts which let you withdraw your money and write checks against your account at any time. We offer dividend and non-dividend bearing checking accounts.

1. Dividends Earning Share Draft (Celebrity, Premier) Accounts. This is a dividend bearing account. The minimum deposit required to open a Dividends Earning Share Draft Account is set forth in the Savings Rate Sheet. You must maintain the minimum daily balance as set forth in the Savings Rate Sheet in your Dividends Earning Share Draft Account each day to obtain the disclosed APY. Our Dividends Earning Share Draft Accounts are designated as variable rate accounts on the Dividend Rate Sheet. The rate and yield may change at any time at the Credit Union's discretion.

Celebrity Share Draft (Checking)

You must maintain a minimum balance of \$5,000.00 in your Celebrity Checking account or minimum combined balance of \$50,000.00 each statement period to avoid a monthly service fee. If, during any month your account does not meet the above requirements or falls below the required balances, your account will be subject to a service fee for that month as set forth in the Schedule of Fees and Service Charges.

Premier Share Draft (Checking)

You must maintain a minimum balance of \$500.00 in your checking Account or have a direct deposit of \$500.00 or minimum combined balance of \$10,000.00 each statement to avoid a monthly service fee. If, during any month your account does not meet the above requirements, your account will be subject to a service fee for that month as set forth in the Schedule of Fees and Service Charges.

2. Non Dividend Bearing Share Draft (Universal) Accounts. These are non-dividend bearing accounts. The minimum deposit required to open a Non Dividend Bearing Share Draft Account is set forth in the Savings Rate Sheet.

You must have a direct deposit of \$500.00 in your Universal Share Draft (Checking) account each statement period to avoid a monthly service fee as set forth in the Schedule of Fees and Service Charges.

3. We may, at our discretion, but are not obligated to nor shall we be liable for refusal to pay funds from this account:
 - a. When such payment would draw the account below the minimum balance for the account as established from time to time by us.
 - b. If drawn by means not authorized in advance by us.
 - c. Against checks presented over six (6) months past their issue dates.
 - d. After the second presentment.
4. We may pay and charge to your applicable account checks or other debit items ("items") drawn by and payable to any person, organization, association or corporation whom you have authorized by providing sample MICR encoded information identifying your account, provided there are sufficient funds in your account to pay such items. You agree that our rights in respect to such items shall be the same as if it were an item drawn and signed by you personally. This authority shall remain in effect until revoked by you in writing (to us and to the agency to which the sample MICR writing was provided) and we have had a reasonable opportunity to act on it. You agree that we shall be fully protected in honoring such items. You further agree that if any such item is dishonored, whether with or without cause, and whether intentional or inadvertent, we shall have no liability whatsoever, even though such dishonor results in the forfeiture of insurance, or other loss or damage to you of any kind.
5. If we have made good faith payment to a holder, we may charge your account according to:
 - a. The original terms of your check; or
 - b. The terms of your completed check unless we have notice that any such completion is improper.
6. You, or any other person authorized to draw on the account, may request a stop payment of any check payable against your account, provided your request is timely and affords us a reasonable opportunity to act upon it under our rules. You may also stop payment on a line of credit check. Your stop payment request must include the account number, check number, exact amount, check date, and name of payee. We will not be liable for paying a check over a stop payment request if the request is incomplete or incorrect. You agree to indemnify, defend, and hold us harmless for all claims, actions, and damages related to or arising from our action in stopping payment of any check pursuant to your request. A stop payment fee will be assessed for each stop payment as set forth in our Schedule of Fees and Service Charges. If you give a stop payment request orally, the request will be valid for only fourteen (14) days thereafter unless confirmed in writing. Written requests will be valid no longer than six (6) months, but may be renewed for additional six (6) month periods by written notice given during the time that the stop payment order was effective. You have the burden of establishing the fact and amount of loss resulting from payment contrary to a binding stop payment request. You may not stop payment on completed electronic point-of-sale transactions, cashier's checks, certified checks, or checks issued or guaranteed by us.
7. Your death, dissolution or incompetence will not revoke our authority to accept, pay or collect a check or to account for proceeds of its collection until we know of the fact of death or adjudication of incompetence and have a reasonable opportunity to act on it. Even with knowledge, we may for ten (10) days after the date of death, dissolution or incapacity, pay or guarantee checks drawn on or prior

- to that date unless ordered in writing to stop payment by a person claiming an interest in the account under rules established by us. We must be notified if any of you die, become incapacitated, or your organization is dissolved.
8. If we have paid a check under circumstances giving a basis for objection by you, we will be subrogated to the rights of:
 - a. Any holder in due course on the check against the drawer or maker; and
 - b. The payee or any other holder of the check against the drawer or maker either on the item or under the transaction out of which the item arose; and
 - c. The drawer or maker against the payee or any other holder of the check with respect to the transaction out of which the check arose.
 9. Checks are paid in the following order: lowest dollar amount to highest dollar amount
 10. In the event of wrongful dishonor which occurs by mistake, our liability shall be limited to actual damages you prove. In the event of a dishonor of any check or other debit on your account our determination of whether sufficient funds exist in your account may be made at any time between the time the item is received and the time it is returned. If we should choose to make a subsequent account balance check, we must use the last figure in deciding whether to dishonor the check or other debit.
 11. You agree that in the event you draw a check on your account with us, that you will hold us harmless and indemnify us from any liability you incur due to a delay or misrouting of the check where the delay or misrouting is caused by markings placed on the check by you or a prior endorser that obscure any depository endorsement placed by us or our agent.
 12. You understand that in the event there are insufficient funds in your checking account to pay checks or other items, such as ACH, ATM or debit card transactions, these items may be paid by overdraft protection from your Regular Share Account or a separate Line of Credit account. The order in which any such items would be paid is as follows:
 - a. Overdraft protection from your Regular Share Account, if you have requested and authorized it, and the linked Regular Share Account has sufficient available funds; if not,
 - b. Overdraft protection from your Line of Credit account, if you have established such a line of credit and have sufficient credit available and the account is not delinquent; if not,
 - c. Universal Pay Service, if you meet the eligibility criteria; if not,
 - d. The item will be returned or the transaction will be denied.

Overdrafts from your Line of Credit are in \$50.00 increments, up to the available credit limit. You agree that overdrafts, if paid by any overdraft service, are payable on demand. Any items returned unpaid because of insufficient clear funds or paid without sufficient clear funds in your checking account and overdraft source(s) will be subject to NSF Return Item fees.
 13. We may recognize the signature of anyone who signed the Membership Invitation as authorized to transact any business on this account including, but not limited to, the causing or making of overdrafts and endorsement of checks payable to any owner of this account. Each account owner is jointly and severally responsible for paying any overdrafts created by any of you whether or not any of you participate in the transaction or benefit from its proceeds.
 14. You may not pledge any or all of the funds on deposit in this account as security for any loan(s).
 15. If the Membership Invitation is signed by more than one person, all of you further agree as between yourself and us:
 - a. All amounts now and hereafter in the account, regardless of source, are owned by you jointly and equally regardless of your net contributions, with right of survivorship, and subject to withdrawal(s) and/or receipt of or by any of you, and payment to any of you or any of your survivors shall be valid and discharge us from any liability for such payment.
 - b. You hereby appoint each other as agents and attorneys-in-fact to overdraft from any of your deposit or loan accounts (including accounts on which you are a joint owner, except IRAs).
 16. You will notify us immediately at (888) 367-6928 if your checks are lost or stolen. You agree that you will be responsible for losses caused by a delay in your notification to us.
 17. You acknowledge that we do not sell checks. As a convenience to you, we will submit your initial check order and any reorders for personalized checks to the printer named on the face of the order. If the printer accepts the initial order and any re-orders, the printer will mail the checks either directly to you or to you in care of us. You authorize us to charge your checking account for the cost of delivered checks ordered, plus applicable sales tax and shipping costs at the fee set forth in the Schedule of Fees and Service Charges. You are responsible for verifying the accuracy of all information shown on your checks, whether you order them through us or elsewhere. You agree to imprint only those names of authorized owners on your checks.
 18. We may provide you with temporary checks that include the exact Magnetic Ink Character Recognition (MICR) line, including routing number and account number, necessary for the proper processing of your checks. You are responsible for ensuring that any checks you use to draw on your account include this same MICR encoding. You understand that it is your responsibility to ensure that checks you order from any third party printer are printed in accordance with applicable standards set by the American National Standards Institute (ANSI) for font, paper, toner, and positioning. You understand that if checks you write do not have the correct routing number, they may not be properly posted, and that if any other part of the encoding is incorrect, posting of the checks may be delayed. If you fail to include proper MICR encoding on your checks and this results in them being hand processed by us, then you will pay a fee, which shall be determined according to the Schedule of Fees and Service Charges.
 19. Paid checks remain the property of the Credit Union upon payment and are not returned to the account owner(s) with periodic statements. Checks are imaged on both sides and stored for seven (7) years from date of posting. You may request and we will provide you with a copy of a requested item within a reasonable time. Imaged checks are also available on our online banking system for a limited period of time. We will not charge you for the first two (2) copies of items you request appearing on any statement. Additional copies will be subject to an assessment of a fee as set forth in our Schedule of Fees and Service Charges. If you have not ordered your Universal City Studios Credit Union checks through our approved check vendors, you understand and agree that we are not responsible for the quality of any check copy that you request from us. If at any time you should use checks printed by a check vendor that was not approved by us, we reserve the right to reject any check of poor quality.
 20. We may refuse to accept postdated checks. However, in the event that we accept such checks, we may charge against your account a postdated check even though payment is made before the date of the check. If we accept a postdated check and you notify us within a reasonable time to permit us to act and identify the check with reasonable certainty, we cannot pay the check until the due date. Notice may be written or oral and it must include the exact amount, account number, check number, date of check, and name of payee. If oral, the notice shall be valid for fourteen (14) days. If written, the notice shall be valid for up to six (6) months, and can be renewed within a six (6) month period. A fee may be assessed for this service as set forth in our Schedule of Fees and Service Charges.
 21. All checks written on your account must be drawn in U.S. dollars.
 22. If a transaction involves a remotely-created check, we reserve the right to accept or reject the item for deposit into any of your accounts. If you deposit a remotely-created check into any of your accounts, you represent and warrant to us that you have instituted procedures to ensure that these drafts are authorized by the person on whose account the remotely-created check is drawn in the amount stated on the check and to the payee stated on the check. If a remotely-created check which you have deposited into your account is returned by the drawee-payor bank for any reason, you agree that we may debit your account for the amount of the item, plus any applicable fees. If the debit causes your account to be overdrawn, you agree to pay the overdrawn amount on our demand. For purposes of this Agreement, the term "remotely-created check" means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn.
 23. Our measure of damages for failure to exercise ordinary care in handling a check will not exceed the amount of the item.
 24. Checking accounts with no activity for 90 *ninety*-days or more will be considered inactive and may be closed by the Credit Union.

TERMS AND CONDITIONS APPLICABLE TO ALL TERM SHARE CERTIFICATE ACCOUNTS:

You understand and agree that your term share certificate account is subject to the applicable terms and conditions set forth in this Agreement as well as the terms and conditions set forth in your Share Certificate Receipt which will be provided to you in when you open a term share certificate account with us. Rate Information. Our term share certificate accounts (Term Accounts) are fixed

rate accounts and are non-negotiable and non-transferable. The initial dividend rate and APY for Term Accounts are set forth on the Savings Rate Sheet which accompanies this Agreement. You will be paid the rates and yields until maturity. Minimum Balance and Deposit Requirements. The minimum deposit required to open and maintain a Term Account is set forth on the Savings Rate Sheet. You must maintain this minimum daily balance in your Term Account each day to obtain the disclosed APY and to avoid account closure. If during any day your Term Account balance falls below the required minimum, your Term Account will be subject to closure. Although credited dividends may be withdrawn or transferred at any time without the assessment by us of an early withdrawal penalty, the disclosed APY assumes that dividends will remain in the Term Account until the Maturity Date. The Maturity Date will be shown on the Share Certificate receipt provided to you when the Term Account is opened. An early withdrawal will reduce earnings.

Dividends. Dividends will be compounded monthly and credited monthly on the last day of the month and at maturity. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is January 31. All other dividend periods follow this same pattern of dates. Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day. Dividends will begin to accrue on the business day non-cash items (e.g., checks) are deposited to the Term Account. If the Term Account is closed before dividends are credited, you will not receive accrued dividends.

Transaction Limitations (Share Certificates). After the Term Account is opened, additional deposits to the Term Account will not be permitted until the Maturity Date and all withdrawals of principal before the Maturity Date are subject to early withdrawal penalties, except during the grace period described herein.

Early Withdrawal Penalties. The Term Account will mature on the Maturity Date set forth in the Share Certificate receipt. The Credit Union will terminate the Term Account and impose a penalty on the entire balance of the account if a withdrawal of principal is made prior to the Maturity Date, as follows:

If the qualifying period is less than one year, you shall forfeit an amount equal to:

1. All dividends for thirty (30) days on the principal balance at the time of the withdrawal; and
2. If a withdrawal reduces the balance below the required minimum, the Term Account shall be closed.

If the qualifying period is one year or more, you shall forfeit an amount equal to:

1. All dividends for ninety (90) days on the principal balance at the time of withdrawal; and
2. If a withdrawal reduces the balance below the required minimum, the Term Account shall be closed.

Early Withdrawal Penalties Will Not Apply To:

1. Withdrawals of credited dividends.
2. Withdrawals made subsequent to the death of any owner of any Term Account.
3. Withdrawals made pursuant to the Credit Union's bylaws (effect of termination of membership).
4. Withdrawals made as a result of the voluntary or involuntary liquidation of this Credit Union.
5. The Term Account is part of a pension plan which qualifies for or is qualified to receive specific tax treatment under Section 401(d) or 408 of the Internal Revenue Code and withdrawal is made to effect distribution of the funds evidenced by such account following the participant's death or disability or upon attaining not less than 70 ½ years of age.

Renewal Policies. You will be provided at least thirty (30) days' notice of maturity. This Term Account will automatically renew upon the Maturity Date and on the Maturity Date of any renewal term unless you prevent renewal by withdrawing all of the funds in your Term Account at maturity or within a grace period of seven (7) days after maturity. If automatically renewed, the Term Account will be renewed for a term equal to or closest to that of the initial term and at the dividend rate and APY in effect at that time for such a term. If automatically renewed, all funds in the Term Account as of the renewal date are considered to be principal. If the certificate is no longer offered at the time of renewal the funds will be transferred to a comparable Share Certificate Account.

Other Terms and Conditions. This Account is not transferable, except as defined in 12 CFR 204. No transfer of voting rights or other membership privileges is permitted by virtue of a transfer of funds.

The type of ownership selected for this Term Account may make this Term Account subject to the Multiple Party Accounts laws. If this Term Account is issued in two or more names the joint owners agree with each other and with the Credit Union that all sums now paid in or heretofore or hereafter paid in by any or all of them, including all dividends, are and shall be owned by said

owners jointly and equally regardless of their net contributions with right of survivorship and shall be subject to withdrawal or receipt by any of them or their survivor or survivors. It is agreed the any such payment shall be valid and shall discharge the Credit Union from any liability. The Credit Union is not obligated to inquire as to the source of funds received for deposit to a joint account or to inquire as to the proposed use of any sums withdrawn from the Term Account.

The owner(s) agree that the Credit Union may:

1. Pay out funds or transact any business pertaining to this Term Account with the signature of any one of the account owners or the signature of any designated agent(s).
2. Mail all statements and notices to the address on file unless advised otherwise in writing by joint owner(s) or unless you have elected to receive your statements and other notices electronically.

The Credit Union's right and authority under this Term Account shall not be terminated by the owner(s), except by written notice, which shall not affect transactions performed prior to receipt of said written notice. In addition, if the Credit Union receives written notice from any owner that withdrawals in accordance with the terms of the account should not be permitted, the Credit Union may refuse without liability to pay any sums on deposit pending determination of the rights of the owners. Further, if there is more than one owner and there is a conflict among them, the Credit Union may require all owners' signatures.

Excluding IRA share certificates, Term Account funds may be pledged as security for any loan(s) subject to then current loan policies. Further, a pledge of funds in a Term Account by any owner shall be binding on all owners.

California law states that inactive accounts must be turned over to the State after a period of three (3) years after the date of maturity if the owners have not:

1. Increased or decreased the amount of any of the accounts with the Credit Union (if account statements are sent to the address of record unless you have elected to receive your statements electronically) or presented an appropriate record for crediting of interest or dividends or cashed a dividend check, or
2. Corresponded in writing or electronically with the Credit Union concerning any account, or
3. Otherwise indicated an interest in any account as evidenced by a memorandum on file with the Credit Union.

If the owner has made a pay-on-death (P.O.D.) beneficiary designation, all sums are payable on request to the owner during his/her lifetime and upon his/her death to the designated P.O.D. payee(s) or if the Term Account is jointly owned, to one or more account owners during their lives and on the death of all of them to one or more payees then surviving in equal and undivided shares, unless designated otherwise on the P.O.D. beneficiary designation. As between P.O.D. payees, there is no right of survivorship. A pay-on-death designation for a Term Account cannot be changed by a will.

TERMS AND CONDITIONS APPLICABLE TO INDIVIDUAL RETIREMENT SHARE CERTIFICATE ACCOUNTS

Minimum Balance and Deposit Requirements. The minimum deposit required to open an IRA Share Certificate Account is set forth on the Savings Rate Sheet. No minimum daily balance is required in order to obtain the disclosed APY.

Transaction Limitations (Share Certificates). You may not make deposits into or withdrawals from this account until the Maturity Date.

Early Withdrawal Penalties. We may impose a penalty if you withdraw principal from your account before the Maturity Date. The penalty imposed shall be as follows:

If the qualifying period is less than one year, you shall forfeit an amount equal to:

1. All dividends for thirty (30) days on the principal balance at the time of the withdrawal; and
2. If a withdrawal reduces the balance below the required minimum, the IRA Share Certificate Account shall be closed.

If the qualifying period is one year or more, you shall forfeit an amount equal to:

1. All dividends for ninety (90) days on the principal balance at the time of withdrawal; and
2. If a withdrawal reduces the balance below the required minimum, the IRA Share Certificate Account shall be closed.

Early Withdrawal Penalties Will Not Apply To:

1. Withdrawals of credited dividends.

2. Withdrawals made subsequent to the death of any owner of any IRA Share Certificate Account.
3. Withdrawals made pursuant to the Credit Union's bylaws (effect of termination of membership).
4. Withdrawals made as a result of the voluntary or involuntary liquidation of this Credit Union.
5. The Term Account is part of a pension plan which qualifies for or is qualified to receive specific tax treatment under Section 401(d) or 408 of the Internal Revenue Code and withdrawal is made to effect distribution of the funds evidenced by such account following the participant's death or disability or upon attaining not less than 70 ½ years of age.

- Your checking account is subject to any legal or administrative orders or levies;
- The primary checking account owner is less than 18 years of age;
- A ChexSystems or any other negative indicator has been reported to us;
- You are a party to a bankruptcy proceeding;
- Any or all of your account(s) with us are being reviewed for improper activity or transactions;
- Your checking account is classified as inactive;
- You have had more than twenty five (25) checks returned for non-sufficient funds in a calendar year;
- You have an unresolved prior loss with us;
- We do not have a valid address for you; or
- We believe you are not managing your checking account in a responsible manner which may harm you or us.

All other terms and conditions for our Individual Retirement Accounts are contained in the Credit Union's Individual Retirement Account Agreement and Disclosure Statement, which is incorporated by this reference. When you open an IRA Share Certificate Account, the agreement and disclosure statement will be provided to you.

UNIVERSAL PAY DISCLOSURE:

OVERDRAFT POLICY:

In accordance with our commitment to provide valued service and benefits, we may, at our discretion, pay your overdrafts that would cause your eligible checking account to have a negative balance up to the amount of your Universal Pay (courtesy pay) limit, which is determined by us in our sole and absolute discretion. We refer to this service as our Universal Pay Service (hereinafter referred to as the "Service"). This Universal Pay Disclosure ("Disclosure") sets forth the terms and conditions applicable to the Service.

WHAT IS AN OVERDRAFT?

Some transactions can result in an overdraft (i.e., negative balance) in your checking account. These transactions include, but are not limited to: (1) the payment of checks, electronic transfers, telephone-initiated transfers, preauthorized payments under our Bill Pay Service, or other withdrawal requests authorized by you including, but not limited to, ATM transactions, VISA Debit Card transactions, point-of-sale transactions, ACH transactions, and other preauthorized transfers, for which funds are insufficient; (2) the return (unpaid) of items deposited by you; (3) the imposition of service charges by us; or (4) the deposit of items which are treated as not yet "available" according to our Funds Availability Policy.

WHAT OVERDRAFT TRANSACTIONS ARE COVERED BY THE UNIVERSAL PAY SERVICE?

The Service is available for the payment of checks, electronic transfers, telephone-initiated transfers, preauthorized payments under our Bill Pay service, recurring Visa Debit Card transactions, ACH transactions, and other preauthorized transfers.

OPTIONAL OVERDRAFT TRANSACTIONS

The following types of transactions require you to "opt in" (in other words, you must provide us with your affirmative consent) if you would like to include them in the Service. Choosing not to opt in may result in these transactions being declined:

- ATM transactions
- One-time Visa Debit Card transactions

If you want the Credit Union to authorize and pay overdrafts for ATM and one-time Visa Debit Card transactions, you must provide us with your consent by: (1) calling us toll-free at (888) 367-6928; (2) visiting any branch and speaking with a Member Services Representative; (3) mailing an opt in consent form to 90 Universal Plaza, Universal City, CA 91608; or (4) sending an opt-in consent form by facsimile transmission to (818) 866-1548 or (818) 333-3979.

ELIGIBILITY FOR THE UNIVERSAL PAY SERVICE:

The Service is not a credit product and requires no application or credit approval process; it is a feature that is automatically included with your checking account (unless you opt-out of the Service – see below). Eligibility is at the sole discretion of the Credit Union and is based on you managing your checking account in a responsible manner. We may suspend or permanently revoke the Service from your checking account based on any one or more of the following criteria:

- You have been a member for less than ninety (90) days;
- You do not bring your checking account to a positive balance for at least one full business day within a thirty (30) day period;
- You are not making regular deposits into your checking account;
- Your membership is not in good standing;
- You are more than thirty (30) days past due or are in default in any other respect on any loan or other obligation to us;
- You have an outstanding balance due on an overdraft repayment plan;

THE UNIVERSAL PAY SERVICE IS A BENEFIT:

ANY UNIVERSAL PAY PAYMENT WILL BE MADE BY US ON A CASE-BY-CASE BASIS, IN OUR SOLE AND ABSOLUTE DISCRETION. THE 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 THE CREDIT UNION. THE SERVICE IS A PRIVILEGE THAT THE CREDIT UNION PROVIDES FROM TIME TO TIME AND WHICH MAY BE WITHDRAWN OR WITHHELD BY THE CREDIT UNION AT ANY TIME, WITHOUT PRIOR NOTICE, REASON OR CAUSE.

HOW THE UNIVERSAL PAY SERVICE IS ADMINISTERED

If the Service is available to you, we will generally pay your overdraft items up to \$500 per day for Share Draft accounts, including fees. You will be notified by mail, or, if you have agreed to receive notices from us in an electronic format, you will be notified electronically, of any nonsufficient funds checks, items, or other transactions that have been paid or returned; however, you understand that we have no obligation to notify you before we pay or return any check, item, or other transaction. We may refuse to pay any overdrafts without first notifying you even though your checking account is in good standing and even if we have paid previous overdrafts.

WHEN IS THE OVERDRAFT PAYMENT DUE?

The total of the overdraft (negative) balance in your checking account, including any and all fees and charges, is due and payable upon demand, and you are required to immediately deposit with us sufficient funds to cover the overdraft paid by us and pay the related fees.

PAYMENT ORDER OF ITEMS

You understand that the order in which items are processed can affect the total amount of fees that may be assessed against your checking account. You understand that items presented will be paid at differing times based on the type of transaction. Checks presented for payment on the same day will be paid according to the dollar amount, and are posted in order from lowest dollar amount to highest dollar amount. For ACH transactions, deposits are posted first and debits are posted in order of the lowest dollar amount to highest dollar amount. For ATM and Visa Debit Card transactions, items are posted in the order received. This means that items may not be processed in the order in which they occurred.

UNIVERSAL PAY FEES

A Universal Pay Fee will be charged to your checking account, in accordance with our current Schedule of Fees and Service Charges, for each overdraft that is authorized and paid in your checking account through the Service. This means that more than one Universal Pay Fee may be assessed against your checking account per day depending upon the number of overdrafts authorized and paid through the Service. You understand that your Universal Pay Limit shall be reduced by the amount of each overdraft paid by us through the Service and the amount of the related Universal Pay Fee imposed until such amounts are repaid by you as set forth herein at which time we may replenish your Universal Pay Limit by the amount of the repayment. If we choose not to pay the overdrawn check or other item/transaction under the Service, you are subject to a Non-Sufficient Funds (NSF) Fee for each such item in accordance with our current Schedule of Fees and Service Charges. Your periodic statement will itemize Universal Pay Fees and NSF Fees for each cycle, as well as the year-to-date total of fees:

TRANSFERS TO COVER OVERDRAFTS:

You also agree that we have the right to transfer available funds from other accounts you may have with us to cover the overdraft and pay the related fees. You understand and agree that we may transfer funds to your checking account from any of your other account(s) with us (excluding IRA accounts), including account(s) upon which you are a joint owner, in an amount equal to the overdraft which we may pay according to the terms and conditions of this Disclosure and to pay the related fees.

RIGHT OF OFF-SET:

In addition to any other rights that we may have, you agree that any deposits or future deposits in or other credits to any account in which you may now or in the future may have an interest are subject to our right of off-set for any liabilities, obligations, or other amounts owed to us by you (e.g., overdrafts and any related fees and charges) and such is applicable irrespective of any contribution to the account or source of funds in the account. Moreover, unless you opt-out of the Service (see below), you consent and expressly agree that the application of an off-set of funds in any account includes the off-set of government benefits (such as Social Security and other public benefit funds) deposited to the account from which the overdraft or related fees are paid. Each person who causes an overdraft, which is paid by us, is a maker and agrees to be individually and jointly obligated to repay the unpaid negative balance in accordance with the terms and conditions of this Disclosure. We reserve the right to limit the Service to one (1) account per household or member.

DEFAULT:

You will be in default under the terms of this Disclosure if you fail to live up to any of the terms and conditions set forth herein or you are in default on any loan obligation with us and/or a negative balance exists in any other deposit account with us on which you are an owner. If you are in default, in addition to any other rights we may have, we may temporarily suspend or terminate the Service or close your checking account and demand immediate payment of the entire unpaid negative balance. You also agree to pay any collection costs, attorneys' fees, and court costs which we or you shall or may incur as a result of your default.

We may terminate or suspend the Service at any time without prior notice. In no event shall any termination relieve you of your obligation to repay such sums already overdrafted, overdraft fees, collection costs, and attorneys' fees, if any. We can delay enforcing any of our rights under this Disclosure without losing them.

YOUR RIGHT TO OPT-OUT OF THE UNIVERSAL PAY SERVICE:

If you prefer not to have the Service, please telephone us at (888) 367-6928 Monday through Friday, 8:30 a.m. to 4:30 p.m. or write to us at 90 Universal Plaza bldg 1320, Universal City, CA 91608 and include your name, member number and a statement that you are opting out of the Credit Union's Universal Pay Service and we will remove the Service from your checking account. If you opt-out of the Service, you will still be charged our NSF Fee of \$35 for each item returned.

OPTIONAL OVERDRAFT PROTECTION PLANS:

We also offer overdraft protection plans, such as a link to a Regular Share Account or an Line of Credit account, which may be less expensive than the Universal Pay Service. To learn more, ask us about these plans.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or Phishing schemes

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does

not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT(1-877-438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia and U.S. possessions for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

IV. FUNDS AVAILABILITY POLICY

Our policy is to make funds from your cash and check deposits available to you on the first (1st) business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate may not be available until the fifth (5th) business day after the day of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines. Funds from any deposits (cash or checks) made at our ATMs may not be available until the second (2nd) business day after the day of your deposit.

Once deposited funds are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 3 p.m. 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 3 p.m., or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

LONGER DELAYS MAY APPLY

In some cases, we will not make all of the funds that you deposit by check available to you on the first (1st) business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the fifth (5th) business day after the day of your deposit. However, the first \$200 of your deposits will be available on the first (1st) business day after the day of deposit.

If we are not going to make all of the funds from your deposit available on the first (1st) business day after the day of 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 business 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.

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

1. We believe a check you deposit will not be paid.
2. You deposit checks or share drafts totaling more than \$5,000 on any one day.
3. You redeposit a check that has been returned unpaid.
4. You have overdrawn your account repeatedly in the last six (6) months.
5. There is an emergency, such as failure of communications or computer 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 eighth (8th) business day after the day of your deposit.

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new member, the following special rules will apply during the first thirty (30) days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first (1st) business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000.00 will be available on the ninth (9th) business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000.00 will not be available until the second (2nd) business day after the day of your deposit.

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

SPECIAL NOTICE REGARDING ENDORSEMENT STANDARDS

The federal law dealing with funds availability requires the financial institution's endorsement area on the back of a check be kept clear or unobstructed. This rule is designed to prevent unnecessary delays in processing your deposits as well as to promote speedier returns of dishonored checks or share drafts. Only the 1-1/2 inch space from the "trailing edge" (the left edge of the check or share draft when it is facing you) can be used by you for endorsements or any other markings.

We will not be responsible for any damages incurred in the event you deposit an item which is subsequently returned unpaid by the paying bank and that return is "late" due to markings on the check or share draft caused by you or a prior endorser on the back of the check or share draft.

In the event that you draw a check on your checking or loan account with us, you are responsible for any delay or misrouting of the check caused by markings placed on the check by you that obscure any depository endorsements placed by us or our agent and you agree to hold us harmless and indemnify us from any liability due to such delay or misrouting.