

MEMBERSHIP AND ACCOUNT AGREEMENT

Share Draft (Checking), Shares (Savings), and Money Market

This Agreement covers the Credit Union and your rights and responsibilities concerning accounts the Energy Federal Credit Union offers. In this Agreement, the words “You” and “Yours” mean anyone who signs an Account Card. The words “We”, “Us”, “Our”, “Credit Union” and “EFCU” means Energy Federal Credit Union. The words “Account Card”, “Signature Card”, and “Membership Application” mean the Universal Membership Application and Agreement. The word “Addendum” means the Schedule of Fees, Letter of Credit Approval, Credit Line Account Agreement and Disclosure, Additional Provisions of Credit Line Account Agreement and Disclosure, Credit Line Account Advance Request, Rate and Fee Schedule, or Truth in Savings disclosures and any future disclosures that are subsequently required by law or regulation.

Your account type(s) and ownership features are designated on your Account Card. By signing an Account Card, each of you, jointly and severally, agree to the terms and conditions in this Agreement and Account Card, the Funds Availability Policy disclosure, Visa® Credit Card and Truth-in-Lending disclosure, Truth-In-Savings Rate and Fee Schedule and any account receipt accompanying this Agreement and the EFCU’s Bylaws and Policies, and any amendments to these documents from time to time that collectively govern your Membership and Accounts.

1. Membership Eligibility

To join the Credit Union, you must meet the membership requirements including the purchase and maintenance of one (1) share (membership share (Suffix 0)) as set forth in EFCU’s Bylaws. You authorize us to check your account, credit, and employment history and obtain reports from third parties, including credit-reporting agencies, to verify your eligibility for accounts and services. You agree to pay for these credit reports when requested to do so by us. Membership is subject to review and approval by a membership officer of the Credit Union. The Credit Union reserves the right to not approve for membership those members who have caused a loss to the Credit Union or otherwise abused the privileges of membership.

2. Single Party Accounts *(Also referred to as an Individual Account Holder)*

A single party account is an account owned by one member qualified for membership. If the account owner dies, the interest passes, subject to applicable law, to the descendant’s estate or Payable on Death (POD) beneficiary/payee or trust beneficiary. This action is subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner’s agent prior to notice of an owner’s death.

3. Multiple Party Accounts *(Also referred to as a Joint Account Holder)*

An account owned by two or more persons is a multiple party account as defined in Maryland law.

A. Rights of Survivorship. Multiple party account includes rights of survivorship. This means when one owner dies, all sums in the account will pass to the surviving owner(s). A surviving owner’s interest is subject to the Credit Union’s statutory lien for the deceased owner’s obligations, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not specifically consent to it.

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

C. Multiple Party Account Owners Liability. If a deposited item in a multiple party account is returned unpaid, an account is overdrawn, or if we receive final payment on a transaction, the owners jointly and singly are liable to us for the amount of the returned item, overdraft amount and any charges, regardless of who initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights to collect against any account of an owner and/or all funds in the multiple party account regardless of who contributed them. A joint account holder is not eligible to vote in the Credit Union Board of Director's election unless the joint account holder has established membership in his or her own name.

4. POD/Trust Account Designations

A Payable on Death (POD) account or trust account designation is an instruction to the Credit Union that a single or multiple party account so designated is payable when owner(s) during his, her or their lifetimes and when the last account owner dies. The proceeds of the designated account are payable to any named surviving POD or trust beneficiary. Any POD or trust beneficiary/payee designation shall not apply to Individual Retirement Accounts (IRA) which are governed by a separate beneficiary/payee designation. We are not obligated to notify any beneficiary/payee of the existence of any account or the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law.

5. Accounts for Minors

We require any account established by a minor to be a joint account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. We may pay funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction. We will not change the account status when the minor reaches the age of majority, unless authorized in writing by all account owners.

6. Uniform Transfer to Minors Act Account

A Uniform Transfer to Minors Act Account (UTMA) is an individual account created by a custodian who deposits funds as an irrevocable gift to a minor. The minor to whom the gift is made is the beneficiary of the custodial property in the account. The custodian has possession and control of the account for the exclusive right and benefit of the minor and barring a court order otherwise, is the only party entitled to make deposits, withdrawals, or close the account. We have no duty to inquire about the use or purpose of any transaction. If the custodian dies, we may suspend the account until we receive authorization from the court or instructions from any person authorized by law to withdraw funds.

7. Power of Attorney/Agency Designation

A power of attorney or agency designation on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner. We are not required to recognize any power of attorney to act on an account. We have the right to review and approve any form of power of attorney. If we accept a power of attorney, we may continue to recognize the authority of your attorney-in-fact until we receive written notice or revocation or termination and have had a reasonable time to act upon it. An agent has no ownership interest in the account or Credit Union voting rights. We have no duty to inquire about the use or purpose of any transaction(s) made by the agent.

8. Deposit of Funds Requirements

Funds may be deposited to any account, in any manner approved by the Credit Union in accordance with the requirements set forth on the Rate and Fee Schedule.

Endorsements. We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one or more account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsement to any owners if we choose. If a check, draft or item that is payable to two

or more persons is ambiguous whether it is payable to either or both, we may process the check, draft or item as though it is payable to either person. If insurance, government, or other check or draft requires an endorsement as set forth on the back of the check or draft, we may require endorsement as set forth on the item. Endorsements must be made on the back of the share draft or check within 1 1/2 inches from the top edge, although we may accept endorsement outside this space. However any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility.

Collection of Items. We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. Deposits made by mail, through our ATM or authorized participating CU 24/CU Here deposit-receiving ATMs, or at a facility without Credit Union personnel are not our responsibility until we receive them. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of non-payment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account.

Final Payment. All items or Automated Clearing House (ACH) transfers credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items or ACH transfers and impose a return item charge on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or funds transfer.

Direct Deposits. We may offer pre-authorized deposits (i.e., payroll checks, Social Security, retirement checks, federal or other government checks) or pre-authorized transfers from other accounts. You must authorize direct deposit or pre-authorized transfer by filling out a separate form. You must notify us at least thirty (30) days in advance to cancel or change a direct deposit or transfer option, which we have agreed to make for you. Upon a bankruptcy filing, unless you cancel an authorization, we will continue making direct deposits according to your authorization on file with us. If we are required to reimburse the U. S. Government for any benefit payment directly deposited into your account; we may deduct the amount returned from any of your accounts, unless prohibited by law.

Crediting of Deposits. Deposits made after the deposit cut off time and deposits made on either federal holidays or days that are not our business days will be credited to your account on the next business day.

Items Returned. If a deposited item is returned to us unpaid, we will reverse the credit to your account. At our option, we may return the deposited item to you or we may re-submit any returned item for payment without notice to you that the item has been returned.

9. Account Access

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

Access Options. You may withdraw or transfer funds from your account(s) in any manner we permit (i.e., at an automated teller machine, in person, by mail, by automated telephone transfer, home banking, Internet or any future electronic delivery system).

10. ACH & Wire Transfers

Wire Transfers. If you send or receive a wire transfer, Fedwire may be used. Federal Reserve Board Regulation J is the law covering all Fedwire Transactions. This means that your rights and liabilities in a wire transfer involving Fedwire will

be governed by Regulation J. In addition if the Clearinghouse payments Interbank Payments System (CHIPS) is used, the provisions of Uniform Commercial Code Article 4A will apply. If the Society for Worldwide Interbank Financial Telecommunications (SWIFT) is used, these provisions define the Credit Union's obligations.

Initiation of Transaction. When requesting a wire transfer, you may only use the form designated for this purpose by the Credit Union. You may obtain the form for (domestic or international) wire transfers by calling, writing, or sending a facsimile request to the Credit Union at the address or telephone number listed in the Section "Notices". In the event that you provide incorrect information regarding the wire transfer, you agree to indemnify us for any costs we incur. In the event that we process your accepted payment order incorrectly, we agree to reimburse you for reasonable actual expenses you incur. You agree not to hold us liable for consequential or punitive damages associated with the transaction.

11. Security Procedures

The Credit Union may establish, from time to time, security procedures to verify the authenticity of a payment order. You will be notified of the security procedure, if any, to be used to verify payment orders issued by you or for which your account will be liable. You agree that the authenticity of payment orders may be verified using that security procedure unless you notify the Credit Union in writing that you do not agree to that security procedure before the payment order is executed by us. In that event, the Credit Union shall have no obligation to accept any payment order from you or other authorized parties on the account until you and the Credit Union agree in writing on an alternate security procedure.

A. Beneficiary Identification. If you give the Credit Union a payment order which identifies the beneficiary (recipient of the funds) by both name and identifying or account number, payment may be made by the beneficiary's bank on the basis of the identifying or bank account number, even if the number identifies a person different than the named beneficiary. This means that you will be responsible to the Credit Union if the funds transfer is completed on the basis of the identification number you provided to the Credit Union.

B. Bank Identification. If you give the Credit Union a payment order which identifies an intermediary or beneficiary's bank by both name and an identifying number, a receiving bank may rely on the number as the proper identification even if it identifies a different person than the named bank. This means that you will be responsible for any loss or expenses incurred by a receiving bank which executes or attempts to execute the payment order in reliance on the identifying number you provided.

Cut-off Time. You may provide us instructions for Wire Transfers using the Credit Union forms for Wire Transfers during normal business hours. If we receive your instruction after 2 p.m. Eastern Standard (or Daylight, if applicable) time, we may treat the instruction as received the next business day. We may still process your wire transfer request during the same business day but are not obligated to do so.

Provisional ACH Payment. The Credit Union may give you credit for Automated Clearing House (ACH) payments before it receives final settlement of the funds transfer. Any such credit is provisional until we receive final settlement of the payment. You are hereby notified, and agree, if we do not receive final settlement, that it is entitled to a refund from you of the amount credited to you as a result of the ACH entry.

Rate of Interest. In the event of an error in your wire transfer for which the Credit Union is responsible, we may be obligated under applicable law to pay you interest on the funds for the period during which you were not able to use them. We will pay you interest at the rate paid on accounts for the period required.

Rules Governing ACH Items. ACH transactions are governed by the operating rules of the National Automated Clearinghouse Association. In accordance with these rules, we will not provide you with next day notice of a receipt

of ACH credit transfers to your account. You will continue to receive notices of receipt of ACH items in the periodic account statements that we provide.

C. Credit Union Examination. We may disregard information on any draft or check, other than the signature of the drawer, the amount and any magnetic encoding. You agree we are not failing to exercise ordinary care in paying an item solely because our procedures do not provide for a sight examination of items.

12. Account Rates and Fees

We pay account earnings and assess fees against your account as set forth in the Rate and Fee Schedule. We may change the Truth in Savings Fee Schedule at any time and will notify you as required by law.

13. Transaction Limitations

Withdrawal Restrictions. We permit withdrawals only if your account has sufficient available funds to cover the full amount of the withdrawal or you have an established overdraft protection plan. Drafts or other transfers or payment orders that are drawn against insufficient funds may be subject to a service charge set forth in the Fee Schedule. If there are sufficient funds to cover some, but not all, of your withdrawal, we may allow those withdrawals for which there are sufficient funds in any order at our discretion. We may refuse to allow a withdrawal in some situations, and will advise you accordingly, for example: (1) a dispute between account owners (unless a court has ordered the Credit Union to allow the withdrawal), (2) a legal garnishment or attachment is served, (3) the account secures any obligation to us, (4) required documentation has not been presented, (5) you fail to repay a Credit Union loan on time. We may require you to give written notice of seven (7) days to sixty (60) days before any intended withdrawals.

Transfer Limitations. For share savings, if applicable, you may make up to six (6) pre-authorized automatic, telephonic, e-Branch, or audio response transfers to another account of yours or to a third party during any calendar month. A pre-authorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders including orders received through the Automated Clearing House (ACH). You may make unlimited transfers in person, by mail, or at an ATM to any Credit Union loan account. However, we may refuse or reverse a transfer that exceeds these limitations and may assess fees against, suspend or close your account. For money market accounts, if applicable, you may make up to six (6) pre-authorized automatic, telephonic, e-Branch, or audio response transfers to another account of yours or to a third party during any calendar month. Of these six, you may make no more than three (3) transfers to a third party by check or debit card, if permitted. A pre-authorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders including orders received through the Automated Clearing House (ACH). You may make unlimited transfers to any of your accounts or to any Credit Union loan account and may make withdrawals in person, by mail or at an ATM. However, we may refuse or reverse a transfer that exceeds these limitations and may assess fees against, suspend or close your account.

Good Faith Disbursement. You agree that we may disperse funds from your account in good faith reliance on documentation presented to us that purports to give any individual or entity the right to receive such disbursement and we shall not be liable to you for any such good faith disbursements.

14. Term Certificate Accounts

Any time-deposit account we offer is subject to the terms of this Agreement.

15. Overdrafts

Overdraft Liability. If on any day, the funds in your share (checking) draft accounts are not sufficient to cover (checks) drafts, fees or other items posted to your account, those amounts will be handled according to our overdraft procedures or the overdraft protection plan you have with us. The Credit Union's determination of an insufficient account balance may be made at any time between presentation and the Credit Union's midnight deadline with only one review of the account required. We do not have to notify you if your share account does not have funds to cover drafts (checks),

fees or other posted items. Whether the item is paid or returned, your account may be subject to a charge set forth in the Fee Schedule. Except as otherwise agreed in writing, we, by paying any overdraft, do not agree to pay overdrafts in the future and may discontinue paying overdrafts at any time without notice. If we pay a draft or impose a fee that would otherwise overdraw your account, you agree to pay the overdrawn amount together with any overdraft fees immediately upon demand. We may seek repayment from any funds owned by the member, whether in an individual or joint account at the Credit Union. We reserve the right to pursue collection of previous dishonored items at any time, including giving a payer bank extra time beyond any midnight deadline line limits.

Overdraft Protection Plan. If we have approved an overdraft protection plan for your account, we will honor drafts drawn on insufficient funds up to the maximum amount of credit available by transferring funds from your sub-account under this Agreement or a loan account as you have directed. The fee for overdraft transfers, if any, is set forth in the Fee Schedule. This Agreement governs all transfers except those governed by agreements for loan accounts.

16. Postdated and Stale Dated Drafts

We may pay any draft without regard to its date. You agree not to deposit drafts (checks) or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account that is presented more than six (6) months past its date.

17. Stop Payment Orders

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

Duration of Order. You may also make a temporary oral stop payment order or a stop payment through our automated telephone response system (PowerLine) or our home banking system (e-Branch) which will lapse within fourteen (14) calendar days unless confirmed in writing within that time. A written stop payment order is effective for six (6) months and must be renewed in writing prior to expiration. We do not have to notify you when a stop payment order expires.

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

18. Credit Union Liability

If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if (1) your account contains insufficient funds for the transaction, (2) circumstances beyond our control prevent the transaction, (3) your loss is caused by you or another financial institution's negligence, or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability or wrongful dishonor. We exercise ordinary care and our actions are consistent with applicable state law, Federal Reserve regulations operating letters,

clearinghouse rules, and general banking practices followed in the area we serve. You grant us the right in making payments on deposited funds, to rely exclusively on the form of the account and the terms of this Account Agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement.

19. Liens

Contractual Lien. As part of this Agreement, you grant the Credit Union a lien on all funds in any account, except as prohibited by law, which you hold, either in your name or as a joint account holder, at the Credit Union. You permit the Credit Union to exercise this right without any further notice to you to satisfy any amount owed the Credit Union by you, including, without limitation, loans in default, fees, charges and costs (court and attorneys) associated with our services.

Statutory Lien. Federal law grants the Credit Union the right to impress a lien on all funds in any account that you have at the Credit Union if you are in default on a financial obligation with the Credit Union. We may exercise this right without further notice to you. This lien applies to all accounts, except as prohibited by law, that you have with the Credit Union, including accounts which you hold jointly with another person.

20. Legal Process

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

21. Account Information

Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. See our Privacy Policy for additional information.

22. Notices

Name and Address Changes. You are responsible for notifying us of any address or name change. We may accept post office box addresses as long as we are also provided the number, street, city, state and zip code of your home address. We are only required to attempt to communicate with you at the most recent address you have provided us. We do not accept oral or email notice of any change of name or address. We require written confirmation from you. You agree that we may accept notices of change in address from the U. S. Post Office. If we attempt to locate you we may impose a service fee as set forth on the Fee Schedule. If you fail to notify us of a change of address for any other reason and a statement is returned to us, we may destroy the statement and any accompanying item's ninety (90) days after the statement date.

Modification of Agreement by the Credit Union. The Credit Union reserves the right to modify the terms of this Agreement including the terms, rates or fees applicable to your accounts, at any time and from time to time in the Credit Union's discretion. Unless otherwise required by law the Credit Union may modify this Agreement by mailing to you, in your statement or to your mailing address as shown on the Credit Union's records, a written notice of the modification. Any such modification will be effective on the date specified in the notice, but that date will be no less than 10 days following the date of mailing unless you specifically consent to any earlier date or a greater period of notice is required by law. The Credit Union may modify the type and amount of service fees that apply to your account under the same circumstances. Changes in rates on dividend-bearing accounts are governed by the Credit Union's Truth-in-Savings Disclosure and Agreement, which is made part of this Agreement. **NO AGREEMENT WITH, OR REPRESENTATION MADE BY ANY OFFICER, DIRECTOR OR EMPLOYEE OF THE CREDIT UNION THAT IS IN CONFLICT WITH OR IN ANY WAY MODIFIES ANY OF THE TERMS SET FORTH IN THIS AGREEMENT WILL BE BINDING ON THE CREDIT UNION UNLESS IT IS COMPLETELY CONTAINED IN A WRITTEN MODIFICATION OF THIS AGREEMENT THAT IS SIGNED BY AN AUTHORIZED OFFICER OF THE CREDIT UNION.**

Waivers

Waiver of Notice. By signing the Signature Card or continuing to use your account after the date printed on this Agreement, you waive any notice of nonpayment, dishonor or protest regarding any items credited to or charged against your accounts. For example, if a check or draft, which you deposited, is dishonored and returned to us, we are not required to notify you of the dishonor.

Waiver by Credit Union. We reserve the right to waive the enforcement of any of the terms of this Agreement with you with respect to any transaction or series of transactions. Any such waiver will not effect our right to enforce any of our rights with respect to later transactions with you and is not sufficient to modify the terms and conditions of these Agreements.

Effect of Notice. Any written notice you give us is effective when we receive it. Any written notice we give to you, unless otherwise stated, is effective when it is deposited in the U. S. Mail, postage prepaid and addressed to you at your statement mailing address. Notice to any account owner is considered notice to all account owners. Except as provided elsewhere, all notices, questions, and other communications concerning your account should be directed to the Credit Union using the phone number or address shown below.

Energy Federal Credit Union
5 Choke Cherry Road, Suite 110
Rockville, MD 20850
301-670-1300 or 800-223-2177 Facsimile 301-670-1337

23. Taxpayer Identification Numbers and Backup Withholding

Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN, we may suspend opening your account.

24. Statements

A. Contents. If we provide a periodic statement for your account, you will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one statement is necessary for a multiple party account. For share draft or checking accounts, you understand and agree that your original draft, when paid, becomes property of EFCU and may not be returned to you, but copies may be made available upon your request for a fee, as set forth on our Fee Schedule. You understand and agree that statements are made available to you on the date they are mailed to you. You also understand and agree that drafts or copies thereof are made available to you on the date the statement is mailed to you, even if the drafts do not accompany the statement.

B. Examination. You are responsible for examining each statement and reporting any irregularities to us. We will not be responsible for any forged, altered, unauthorized or unsigned items drawn on your account if (1) you fail to notify us within thirty-three (33) days of the mailing date of the earliest statement regarding any forgery, alteration or unauthorized signature on any item described in the statement, or (2) any items are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.

C. Notice to Credit Union. You agree that the Credit Union's retention of drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes and we will not be liable for any payment made or charge to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you fail to receive a periodic statement you agree to notify us within fourteen (14) days of the time you regularly receive a statement.

25. Inactive Accounts

If you have not made any transaction over a period of one (1) year, during which we have been unable to contact you by regular mail, we may classify your account as inactive or dormant. Unless prohibited by applicable law, we may charge a service fee for processing your inactive account. If we impose a fee, we will notify you as required by law, at your last known address. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. Funds in the abandoned account(s) will be reported and remitted in accordance with state law and a fee may be imposed as set forth in the Fee Schedule. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

26. Special Account Instructions

You may request that we facilitate certain trust, will or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust Will, or court orders. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses or damages whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection. Account changes requested by you, or any account owner, such as adding or closing an account or service must be evidenced by a signed Credit Union form or document (supplied by us) or letter accepted by us.

27. Termination of Account

We may terminate your account at any time without notice to you. We may also require you to close your account and may require you to apply for a new account if there is (1) a change in owners or authorized signers, (2) there has been a forgery or fraud reported or committed involving your account, (3) there is a dispute as to the ownership of the account or the funds in the account, (4) any share drafts (checks) are lost or stolen, (5) there are excessive returned unpaid items not covered by an overdraft protection plan, (6) there has been any misrepresentation or any other abuse of any kind on your accounts, or (7) we reasonably deem it necessary to prevent a loss to us. We reserve the right to require the consent of all owners to terminate a multiple party account. We are not responsible for payment of any draft, withdrawal, or other item after your account is terminated, however, if we pay an item after termination you agree to reimburse us.

28. Account Abuse/Limitation of Services

The Credit Union reserves the right to limit access to services where it determines that Credit Union policy has been violated with regard to the conduct of the member in maintaining an account, use of services or causing a loss to the Credit Union. As permitted by interpretation of the Federal Credit Union Act by the National Credit Union Administration (NCUA), in certain situations, services may be restricted to maintaining a single share account, which pays no dividends. The Credit Union may also ask the membership to expel a member who has in the Credit Union's opinion, abused the privilege of membership.

29. Death of Account Owner

We may continue to honor all transfer orders, withdrawals, deposits and other transactions on an account until we are notified of a member's death. Once we are notified of a member's death, we may pay drafts or honor other payments to transfer orders authorized by the deceased member for a period of ten (10) days after that date unless we receive instructions from any person claiming an interest in the account to stop payment on the drafts or other items. We may require anyone claiming a deceased owner's account funds to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner.

30. Severability

If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

31. Enforcement

You are liable to us for any loss, cost or expense we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due us or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

32. Governing Law

This agreement is governed by Energy Federal Credit Union's Bylaws; federal laws and regulations; the laws, including applicable principles of contract law, and regulations of the state in which our main office is located; and local clearinghouse rules, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the Credit Union is located.