

# MEMBER APPLICATION & AGREEMENT

**MOPAC EMPLOYEES FEDERAL CREDIT UNION**  
P.O. Box 205  
Palestine, Texas 75802

## MEMBER INFORMATION

Name \_\_\_\_\_  
Address/City/State/ZIP \_\_\_\_\_  
SSN/TIN \_\_\_\_\_ Phone \_\_\_\_\_  
Date of Birth \_\_\_\_\_ Driver's Lic. # \_\_\_\_\_ MMN \_\_\_\_\_  
Present Employer (name & address) \_\_\_\_\_  
SSN/TIN \_\_\_\_\_ Phone \_\_\_\_\_  
I qualify for membership in this Credit Union because \_\_\_\_\_  
Name & address of someone who will always know your location \_\_\_\_\_

## JOINT OWNERS/MINOR INFORMATION

Name \_\_\_\_\_  
Address/City/State/ZIP \_\_\_\_\_  
SSN/TIN \_\_\_\_\_ Phone \_\_\_\_\_  
Date of Birth \_\_\_\_\_ Driver's Lic. # \_\_\_\_\_ MMN \_\_\_\_\_  
Name \_\_\_\_\_  
Address/City/State/ZIP \_\_\_\_\_  
SSN/TIN \_\_\_\_\_ Phone \_\_\_\_\_  
Date of Birth \_\_\_\_\_ Driver's Lic. # \_\_\_\_\_ MMN \_\_\_\_\_

## OWNERSHIP OF ACCOUNT

**UNIFORM SINGLE-PARTY OR MULTIPLE-PARTY ACCOUNT SELECTION FORM NOTICE:** The type of account you select may determine how property passes on your death. You will may not control the disposition of funds held in some of the following accounts. THE OWNERSHIP TYPE/RIGHTS AT DEATH DESIGNATION SPECIFIED ON THIS DOCUMENT WILL REMAIN THE SAME FOR ALL ACCOUNTS LISTED BELOW (Select one of the following by initialing).

\_\_\_\_\_ SINGLE-PARTY ACCOUNT WITHOUT "P.O.D." (Payable on Death) DESIGNATION (In the name of the Member with no rights at death.)  
\_\_\_\_\_ SINGLE-PARTY ACCOUNT WITH "P.O.D." (Payable on Death) DESIGNATION  
\_\_\_\_\_ MULTIPLE-PARTY ACCOUNT WITH RIGHT OF SURVIVORSHIP  
\_\_\_\_\_ MULTIPLE-PARTY ACCOUNT WITH RIGHT OF SURVIVORSHIP AND "P.O.D." (Payable on Death) DESIGNATION  
\_\_\_\_\_ MEMBER AS CUSTODIAN FOR MINOR UNDER THE TEXAS UNIFORM TRANSFERS TO MINORS ACT (UTMA)  
\_\_\_\_\_ OTHER \_\_\_\_\_

PAY-ON-DEATH BENEFICIARIES: To Add Pay-On-Death Beneficiaries Name One or More Here:

## ACCOUNT TYPE

CHECKING / SHARE DRAFT \_\_\_\_\_  
 SAVINGS / SHARE SAVINGS \_\_\_\_\_  
 \_\_\_\_\_  
Number of signatures required for withdrawal \_\_\_\_\_  This is a temporary account agreement.

## SIGNATURES & CERTIFICATIONS

**BACKUP WITHHOLDING CERTIFICATION** - Check box (A) only if true or (B) below:

(A)  By signing below, I (name) \_\_\_\_\_ certify under penalties of perjury that (1) the Taxpayer Identification Number (TIN) shown above is my correct TIN and I am not subject to backup withholding either because (a) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends or (b) the IRS has notified me that I am no longer subject to backup withholding and (2) I am a U.S. person (including a U.S. resident alien).  
(B)  A separate Certification has been completed.

By signing below, the undersigned agree to the Credit Union by-laws and the terms and conditions of any approved account, as amended from time to time, and authorize the Credit Union to verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency on the undersigned, as individuals. The undersigned certify that the information provided on this application is true and correct and that the terms on this application apply to all listed accounts. The undersigned acknowledge receipt of a copy of the terms and conditions applicable to each listed account and the following policy disclosures:

Funds Availability  Truth In Savings  Electronic Fund Transfers  \_\_\_\_\_

**THE INTERNAL REVENUE SERVICE DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISION OF THIS DOCUMENT OTHER THAN THE CERTIFICATIONS REQUIRED TO AVOID BACKUP WITHHOLDING.**

(1) X \_\_\_\_\_  
Member Signature (Date) Member/Account #  
(2) X \_\_\_\_\_  
Signature (Date) Relationship to Member  
(3) X \_\_\_\_\_  
Signature (Date) Relationship to Member

**AGENTS - THE INDIVIDUAL SIGNING ABOVE ON LINE \_\_\_\_\_ IS SIGNING AS:**

A Successor Custodian of a UTMA account  \_\_\_\_\_

## CREDIT UNION USE ONLY

ACCT. TITLE \_\_\_\_\_  
ACCT. SERVICES \_\_\_\_\_  
INITIAL AMOUNT \$ \_\_\_\_\_ FORM:  CASH  \_\_\_\_\_  
APPLICATION APPROVED (date) \_\_\_\_\_ BY \_\_\_\_\_

Expens<sup>TM</sup> © 1993 Bankers Systems, Inc., St. Cloud, MN Form MPA-A-TX 12/19/2000

(page 1 of 2)

## SHARE DRAFT AGREEMENT With Overdraft Transfer Clause

I/We hereby authorize the \_\_\_\_\_ Credit Union (the Credit Union) to establish this Share Draft Account for me/us. The Credit Union is authorized to pay share drafts signed by me (or by any of us) and to charge all such payments against the shares in this Account.

It is further agreed that:

(a) Only share draft blanks and other methods approved by the Credit Union may be used to make withdrawals from this Account.

(b) The Credit Union is under no obligation to pay a share draft that exceed the fully paid and collected share balance in this Account; the Credit Union may, however, pay such share draft and transfer shares to this Account in the amount of the resulting overdraft, plus a service charge, from any other regular share account from which any of the undersigned is then eligible to withdraw shares.

(c) The Credit Union may pay a share draft on whatever day it is presented for payment, notwithstanding the date (or any limitation on time of payment) appearing on the share draft.

(d) When paid, share drafts become the property of the Credit Union and will not be returned either with the periodic statement of this Account or otherwise.

(e) Except for negligence, the Credit Union is not liable for any action it takes regarding the payment or nonpayment of a share draft.

(f) Any objection respecting any item shown on a periodic statement of this Account is waived unless made in writing to the Credit Union before the end of 60 days after the statement is mailed.

(g) This Account is subject to the Credit Union's right to require advance notice of withdrawal, as provided in its bylaws.

(h) This Account is also subject to such other terms, conditions and service charges as the Credit Union may establish from time to time.

(i) If this Agreement is signed by more than one person, the persons signing below shall be the joint owners of this Account which, in that event, shall be subject to the additional terms and conditions printed on the reverse hereof.

Dated \_\_\_\_\_  
Share Draft Account Number \_\_\_\_\_ Signatures { \_\_\_\_\_  
\_\_\_\_\_

**AGREEMENT** - This agreement is subject to applicable federal laws and the laws of the state of Texas (except to the extent that this agreement can and does vary such rules or laws). We may permit some variations from this agreement, but any variations must be agreed to in writing. As used in this agreement, the words "we," "our," and "us" mean the credit union and the words "you" and "your" mean the owner(s) of this account and anyone signing in a representative capacity (e.g. a "cosigner" or grantee of a power of attorney) appointed by or on behalf of the owner(s) to sign on the account. "Party" means a person who, by the terms of the account, has a present right, subject to request, to payment from the account other than as a beneficiary, authorized signer, or other person signing only in a representative capacity. This account may not be transferred or assigned without our written consent.

**LIABILITY** - Each of you agrees for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges that we impose. You authorize us to deduct these charges as accrued directly from the account balance. You also agree to pay additional reasonable charges we may impose for services you request which are not covered by this agreement. Each of you also agrees to be jointly and individually liable for any account deficit resulting from charges or overdrafts, whether caused by you or another authorized to withdraw from this account, and our costs to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees. You agree that at our option we may suspend your rights to member services if you violate the terms of this agreement.

**DEPOSITS** - Any items, other than cash, accepted for deposit (including items drawn "on us") will be given provisional credit only until collection is final (and actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars). We are not responsible for transactions initiated by mail or outside depository until we actually record them. All transactions received after our "daily cutoff time" on a business day we are open, or received on a day in which we are not open for business, will be treated and recorded as if initiated on the next following business day that we are open. If this account earns dividends, we are prohibited by law from guaranteeing the payment of dividends or that dividends we do pay will be at the disclosed rate. Unless otherwise agreed, you waive any right to receive any original item after it is paid.

**WITHDRAWALS** - Unless otherwise clearly indicated to the contrary, any one of you who signs in the space designated for signatures on the signature card, including anyone signing in a representative capacity, may withdraw or transfer all or any part of the account balance at any time on forms approved by us. Each of you (until we receive written notice to the contrary) authorizes each other person signing on the signature card to endorse any item payable to you or your order for deposit to this account or any other transaction with us. We may charge your account for a check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to give us a reasonable opportunity to act. The fact that we may honor withdrawal requests which overdraw the finally collected account balance does not obligate us to do so, unless required by law. Withdrawals will first be made from collected funds, and we may, unless prohibited by law or our written policy, refuse any withdrawal request against uncollected funds, even if our general practice is to the contrary. We reserve the right to refuse any withdrawal or transfer request which is attempted by any method not specifically permitted, which is for an amount less than any minimum withdrawal requirement, or which exceeds any frequency limitation. Even if we honor a nonconforming request, repeated abuse of the stated limitations (if any) may eventually force us to close this account. We will use the date a transaction is completed by us (as opposed to the day you initiate it) to apply the frequency limitations. We reserve the right to require you to notify us of your intention to withdraw funds from this account as explained in our bylaws. Additional withdrawal limitations may be disclosed elsewhere. See your notice of penalties for early withdrawal.

**ACH AND WIRE TRANSFERS** - If you originate a fund transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a credit to an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

**SINGLE-PARTY ACCOUNT WITHOUT "P.O.D." (PAYABLE ON DEATH) DESIGNATION** - The party to the account owns the account. On the death of the party, ownership of the account passes as a part of the party's estate under the party's will or by intestacy. **SINGLE-PARTY ACCOUNT WITH "P.O.D." (PAYABLE ON DEATH) DESIGNATION** - The party to the account owns the account. On the death of the party, ownership of the account passes to the P.O.D. beneficiaries of the account. The account is not a part of the party's estate. **MULTIPLE-PARTY ACCOUNT WITHOUT RIGHT OF SURVIVORSHIP** - The parties to the account own the account in proportion to the parties' net contributions to the account. The financial institution may pay any sum in the account to a party at any time. On the death of a party, the party's ownership of the account passes as a part of the party's estate under the party's will or by intestacy. **MULTIPLE-PARTY ACCOUNT WITH RIGHT OF SURVIVORSHIP** - The parties to the account own the account in proportion to the parties' net contributions to the account. The financial institution may pay any sum in the account to a party at any time. On the death of a party, the party's ownership of the account passes to the surviving parties. **MULTIPLE-PARTY ACCOUNT WITH RIGHT OF SURVIVORSHIP AND P.O.D. (PAYABLE ON DEATH) DESIGNATION** - The parties to the account own the account in proportion to the parties' net contributions to the account. The financial institution may pay any sum in the account to a party at any time. On the death of the last surviving party, the ownership of the account passes to the P.O.D. beneficiaries. **CONVENIENCE ACCOUNT** - The party to the account owns the account. The cosigner to the account may make account transactions for the party. The cosigner does not own the account. On the death of the party, ownership of the account passes as a part of the party's estate under the party's will or by intestacy. The financial institution may pay funds in the account to the cosigner before the financial institution receives notice of the death of the party. The payment to the cosigner does not affect the party's ownership of the account. **TRUST ACCOUNT** - The parties named as trustees to the account own the account in proportion to the parties' net contributions to the account. A trustee may withdraw funds from the account. A beneficiary may not withdraw funds from the account before all trustees are deceased. On the death of the last surviving trustee, the ownership of the account passes to the beneficiary. The trust account is not a part of a trustee's estate and does not pass under the trustee's will or by intestacy, unless the trustee survives all of the beneficiaries and all other trustees. **CORPORATE, PARTNERSHIP, AND OTHER ORGANIZATIONAL ACCOUNTS** - We will usually require a separate authorization form designating the person permitted to withdraw and the conditions required for withdrawal from any account in the name of a legal entity such as a partnership, corporation, or other organization. We will honor the authorization according to its terms until it is amended or terminated in writing by the governing body of the organization.

**PLEDGES** - Unless you tell us differently in writing, each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any joint account survivor, pay-on-death beneficiary, or trust account beneficiary become effective. For example, if one joint tenant pledges the account evidenced by this agreement for a debt (i.e. uses it to secure a debt) and then dies, (1) the surviving joint tenant's rights in this account do not take effect until the debt has been satisfied and (2) the debt may be satisfied with the funds in this account.

**STOP PAYMENTS** - You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. To be effective, your stop-payment order must precisely identify the number, date and amount of the item, and the payee.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law.

You may stop payment on any item drawn on your account whether you sign the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item. A release of the stop-payment request may be made only by the person who initiated the stop payment.

**AMENDMENTS AND TERMINATION** - We may change our bylaws and any term of this agreement. Rules governing changes in interest or dividend rates have been provided separately. For other changes we will give you reasonable notice in writing or by any other method permitted by law. We reserve the right to close this account if your membership in this credit union terminates. You agree to keep us informed about your current address at all times. Notice from us to any one of you is notice to all of you.

**STATEMENTS** - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized payments or alterations, you must promptly notify us of the relevant facts. If you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we contributed to the loss). The loss could be not only with respect to items on the statement but other items forged or altered by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first made available to you.

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

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

**TEMPORARY ACCOUNT AGREEMENT** - If this option is selected, we may restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

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

**RIGHT TO REPAYMENT OF INDEBTEDNESS** - You each agree that we may (without prior notice and when permitted by law) charge against and deduct from this account any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we charge the account, including any balance the due date for which we properly accelerate under the note. In addition to these contract rights, we may also have rights under a "statutory lien." A "lien" on property is a creditor's right to obtain ownership of the property in the event a debtor defaults on a debt. A "statutory lien" is one created by federal or state statute. If federal or state law provides us with a statutory lien, then we are authorized to apply, without prior notice, your shares and dividends to any debt you owe us, in accord with the statutory lien.

Neither our contract rights nor rights under a statutory lien apply to this account if: (a) it is an Individual Retirement Account or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), (c) the debtor's right of withdrawal arises only in a representative capacity, or (d) the debt is created by a home equity loan. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

**AGENTS** - An agent is someone who you authorize to have access to this account on your behalf. (We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit.) This may be done by allowing your agent to sign on the signature card as "cosigner" of a Convenience Account, or by separate account (such as a power of attorney). An agent is not an owner of the account. We may refuse to accept an agent, or an agency account.