

## **SHARE CERTIFICATE AGREEMENT AND DISCLOSURE NOTICE**

**DEPOSITS:** Subsequent deposits after opening date will not be allowed on fixed rate Share Certificates, except at renewal date. Variable rate Share Certificates may be allowed subsequent deposits of \$100 or more during the term of the Share Certificate, at the option of the Credit Union, and the Credit Union may discontinue the acceptance of such deposits without notice.

**MINIMUM BALANCE:** To open and maintain a Share Certificate account a minimum balance is required based on the maturity of the account as indicated on the Agreement and Signature Card or in your account details through digital banking if opened online.

**ANNUAL PERCENTAGE YIELD:** The stated Annual Percentage Yield shown on page 1 of this agreement or in the email confirmation if opened online, reflects the dividend option chosen. Any funds withdrawn prior to the maturity date, or funds falling below the minimum required balance will not earn the stated Annual Percentage Yield.

**DIVIDENDS:** Dividends for fixed rate certificate will be earned at the rate shown on page 1 of this agreement or in the email confirmation if opened online. For variable rate certificates, the rate may change monthly based on the discretion of the Credit Union Board of Directors. The Credit Union may at its option offer a higher dividend rate on certain categories of fixed Share Certificates. Dividends begin to accrue on the business day funds are received in your account and will accrue through the day prior to withdrawal. The daily balance method is used to calculate dividends, applying a daily periodic rate to the ending balance each day. Dividends are compounded daily and credited monthly to the certificate. The owner of the Share Certificate, may choose one of the two following methods of payment (only option #1 is available for certificates requiring two signatures for all transactions):

1. To the Share Certificate account
2. To the owner's or another account's Share ID

Dividends credited to the Share Certificate may be withdrawn at any time without penalty. The annual percentage yield is based on the assumption that dividends will remain in the account until maturity. Dividends withdrawn prior to maturity will reduce the earnings on the certificate. Upon member's death, dividends may be posted to certificate at the discretion of the credit union.

**NOTICE: DIVIDENDS ARE PAID FROM CURRENT INCOME AND AVAILABLE EARNINGS, AFTER REQUIRED TRANSFERS TO RESERVES AT THE END OF THE DIVIDEND PERIOD.**

**NOTE:** Accounts are not transferable except on the books of the depository institution. The Credit Union reserves the right to terminate the offering of Share Certificates without notice or change terms of existing Share Certificates with 30 days prior notice.

### **WITHDRAWALS OF PRINCIPAL PRIOR TO MATURITY:**

**Without Penalty.** Withdrawals may be made without penalty only upon maturity and up to 10 calendar days after the maturity date or upon death of the owner of the Share Certificate account; as a result of voluntary liquidation of the federal credit union issuing the account; or if the account is part of a tax-qualified pension plan and withdrawal is made to effect distribution as a result of participant's death, disability, taking an automated periodic distribution after age 59-1/2 or taking a required minimum distribution.

1. **With Penalty:** Withdrawals prior to maturity shall incur a penalty on the portion withdrawn, or the entire balance if said balance falls below the minimum balance. The penalties are as follows: If the term of the Share Certificate is one year or less, the penalty shall be the lesser of a) an amount equal to the dividends that would accrue for 90 days on the amount withdrawn, or on the entire balance if below the required minimum, or b) an amount equal to the dividends that would accrue on the amount withdrawn since the date of issuance or renewal, but not less than an amount equal to seven days' worth of dividends.
2. If the term of the Share Certificate is greater than 1 year, the penalty shall be the lesser of a) an amount equal to the dividends that would accrue for 180 days on the amount withdrawn, or on the entire balance if below the required minimum, or b) an amount equal to the dividends that would accrue on the amount withdrawn since the date of issuance or renewal, but not less than an amount equal to seven days' worth of dividends. On partial withdrawals, the first deposit(s) made to the account will be considered as being withdrawn and subject to penalty. Should the early withdrawal amount during the life of the certificate exceed the original balance the Credit Union will require that the entire balance be withdrawn and subject to penalty.

**BYLAW REQUIREMENTS:** The par value of a regular share at Visions Federal Credit Union is disclosed in the Account Terms and Agreements under General Information. If the owner of a Share Certificate does not have a primary share account with the Credit Union at the time the Share Certificate Account matures, then his or her membership with the Credit Union shall terminate, and the Share Certificate will be closed. The Credit Union reserves the right, at any time, to require members to give, in writing, notice of not less than 7 days and up to 60 days of intention to withdraw the whole or any part of the amounts so paid in by members. No member may withdraw shareholdings that are pledged as security on loans without the written approval of a loan officer, except to the extent that such shares exceed the member's total primary and contingent liability to the Credit Union. Members may not withdraw any shareholdings below the amount of their primary and contingent liability to the Credit Union, if they are delinquent as borrowers, or if the borrowers for whom they are comakers, endorsers or guarantors are delinquent, without the written approval of a loan officer.

**AUTOMATIC RENEWAL:** The owner(s) of a Share Certificate account will be sent a notice at least 30 days prior to maturity of the Share Certificate account. When the Share Certificate account is opened in branch, you can select how you want the funds handled at maturity: automatically renewed or deposited to another account. If opened online, it will be set to automatically renew unless you contact the Credit Union thereafter to select another option. If the funds are not withdrawn at maturity or deposited to another account in accordance with the instructions on the original Share Certificate, the Share Certificate account will be automatically renewed for the same term as when originally opened and at the rate and terms currently in effect at the time of renewal. At renewal, any dividends credited to the Share Certificate account and not withdrawn at maturity will be considered part of the new principal balance. If the Credit Union no longer offers that type of Share Certificate account for that term, the balance will be automatically transferred to the owner's regular/IRA share money manager account unless other prior elections were made, and the Credit Union will notify you of such action. However, if the original opening certificate required two signatures for all transactions and the Credit Union no longer offers that type of regular Share Certificate account for the same term, a check for the balance will be sent to the owners of the address on file.

If set to automatically renew, Special Share Certificates will renew to our non-promotional fixed rate certificate product unless the Credit Union advises the member in advance of other actions it may take. If Special Share Certificates do not renew automatically at maturity, they will be transferred to the owner's preselected share option.

**MATURITY DATE:** Your account will mature on the maturity date shown on page 1 of this agreement or in your account details through digital banking if opened online.

**GRACE PERIOD:** You will have (10) calendar days after maturity to make any changes without penalty. Dividends accrued during the (10) calendar day grace period will be paid to you if the certificate is redeemed.

**IRA:** In the case of IRA share certificates, additional forms are needed for withdrawals and there may be tax implications if funds are no longer maintained in some type of IRA capacity.

**CREDIT UNION'S RIGHT OF SETOFF AND STATUTORY LIEN:** If you are in default on a financial obligation to us, federal law gives us the right to apply the balance of shares and dividends in your account(s) at the time of default to satisfy that obligation. Once you are in default, we may exercise this right without further notice to you.

**DEPOSIT INSURANCE:** Your Share Certificate is insured by the National Credit Union Share Insurance Fund, subject to separately published guidelines which can be obtained from this Credit Union.

**FEES AND CHARGES:** There are no fees or charges for establishing, renewing or closing at maturity your Share Certificate account. See separate Fee and Service Charge Schedule for all other fees.

**FUNDS AVAILABILITY:** See separate Check Hold Policy disclosure information on availability of funds from checks deposited to your Share Certificate.

## **JOINT SHARE CERTIFICATE ACCOUNT AGREEMENT**

Visions Federal Credit Union is hereby authorized to recognize any of the signatures subscribed hereto in the payment of funds or the transaction of any business for this account. The joint owners of this account hereby agree with each other and with said Credit Union that all sums now paid in on shares, or hereafter paid in on shares by any or all of said joint owners to their credit as such joint owners with all accumulations thereon, are and shall be owned by them jointly, with right of survivorship and be subject to the withdrawal or receipt of any of them, and payment to them or the survivor of them shall be valid and discharges said Credit Union from any liability for such payment.

Any or all of said joint owners may pledge all or any part of the shares in this account as collateral security for a Credit Union loan or loans to a member.

The right or authority of the Credit Union under this agreement shall not be changed or terminated by said owners, or any of them except by written notice to said Credit Union which shall not affect transactions heretofore made.

Any and all joint owners of this account hereby agree that the primary member/owner, as designated on the Share Certificate Agreement and Signature Card, may remove the name of any joint owner(s) from this account without notice to the joint owner(s) and also hereby agree that there shall be no claim or cause of action of any kind whatsoever against Visions Federal Credit Union, nor shall such Credit Union incur any liability of any kind whatsoever, as a result of any such removal of the name of any joint owner(s).

Notwithstanding the above paragraphs, where the joint owners have indicated that both of their signatures are required for all transactions, withdrawals, the pledging of the certificates as collateral, the removal of any name from the account, the addition of any name to the account, and any other change in ownership must be authorized by both signatures of both the owners. All sums paid by the Credit Union from the account to both the owners jointly, or to the surviving owner, shall be valid and shall discharge said Credit Union from any liability for such payment. Any early withdrawal penalties that result from the Credit Union's exercise of a right of setoff or statutory lien shall be borne by the owner or owners of this Share Certificate.