



# TRUTH-IN-SAVINGS DISCLOSURE FOR PERSONAL ACCOUNTS

Savings Accounts  
Checking Accounts  
Certificate Accounts  
Funds Transfer Services  
Funds Availability  
Unclaimed Property Law  
Account Agreements  
W-9 Instructions

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To open your account, complete the Account Signature Card and return it to our Member Service Representatives. Please read this brochure completely and retain it with your personal records.

All agreements and disclosures shall be construed in accordance with the provisions of the California Uniform Commercial Code (UCC). Share "savings" accounts, share draft "checking" accounts, and share "certificate" accounts are subject to the requirements below and such other terms and conditions as established by the Board of Directors and as contained in the account agreements.



## INFORMATION REGARDING MEMBER IDENTIFICATION

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

**What this means for our Members:** When you open an account, we will ask for your name, address, date of birth, social security number, and other information that will allow us to identify you. We will also ask to see your driver's license or other identifying objects.

## GENERAL INFORMATION ABOUT ALL OF OUR ACCOUNTS

### **PAR VALUE**

The par value of a share in the Bay Federal Credit Union is \$5.

### **ACCRUAL OF DIVIDENDS**

Dividends begin to accrue no later than the business day we receive provisional credit for the deposit of non-cash items (e.g., checks).

### **DIVIDEND RATES**

The Dividend Rate and Annual Percentage Yield on our savings and certificate accounts are stated on the Rate Schedule accompanying this Disclosure. The Rate Schedule is regularly updated and is available at any Credit Union branch, by telephone at toll-free 888.4BAYFED, or online at [www.bayfed.com](http://www.bayfed.com).

Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period.

### **BALANCE INFORMATION**

We compute the balance in our savings and certificate accounts to determine the dividends you will be paid by using the daily balance method which applies a daily periodic rate to the balance in your account each day.

### **BYLAW REQUIREMENTS**

The maximum amount of shares which may be held by any one member shall be established from time to time by resolution of the board.

A member who fails to complete payment of one share within 6 months of his admission to membership, or within 6 months from the increase in the par value in shares, or a member who reduces his share balance below the par value of one share and does not increase the balance to at least the par value of one share within 6 months of the reduction may be terminated from membership at the end of a dividend period.

Shares may be transferred only from one member to another, by written instrument in such form as the Credit Union may prescribe. No transfer of voting rights or other membership privilege is permitted by virtue of transfer to or co-ownership of share by nonmembers. The Credit Union reserves the right, at any time, to require members to give, in writing, not less than 7 days and not more than 60 days notice of intention to withdraw the whole or any part of the amounts so paid in by them.

No member may withdraw shareholdings that are pledged as required for security on loans without the written approval of the credit committee or a loan officer, except to the extent that such shares exceed the member's total primary and contingent liability to the Credit Union. No member may withdraw any shareholdings below the amount of his/her primary or contingent liability to the Credit Union if he/she is delinquent as a borrower, or if borrowers for whom he/she is comaker, endorser, or guarantor are delinquent, without the written consent of the credit committee or loan officer.

## **REQUIREMENT TO MAINTAIN A SAVINGS ACCOUNT**

You must open a Membership Savings Account to open any subsequent accounts. You must maintain the Membership Savings Account to avoid closure of that account and any subsequent accounts.

## **ABOUT OUR SAVINGS ACCOUNTS**

Bay Federal Credit Union's savings accounts let you deposit your money in a savings account and withdraw your money generally at any time. Our savings accounts are the Membership Savings, Regular Savings, Holiday Savings, Money Market, Titanium Savings, Youth Savings, and IRA Savings Account.

### **RATE INFORMATION**

Our savings accounts are designated as variable rate accounts on the Rate Schedule. These rates and yields may change at any time at the Credit Union's discretion.

### **DIVIDEND COMPOUNDING AND CREDITING**

Dividends will be compounded daily and will be credited monthly. For the savings 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 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. For this example the dividend declaration date is February 1.

### **TRANSACTION LIMITATIONS**

No more than six preauthorized, automatic, online or telephonic transfers made to another account at the Credit Union or to a third party or no more than six transfers or withdrawals made by check, draft, VISA® Check Card/VISA® Debit or similar order payable to a third party may be made from each savings account or money market deposit account in any calendar month. If an Account Holder exceeds, or attempts to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer requests, and the Credit Union may reclassify or close the account. Transfers initiated by telephone must be counted among the six monthly transfers, except that there are no limits on the number of withdrawals paid directly to an Account Holder when initiated by mail, telephone or messenger. There are no limits on the number of withdrawals if initiated in person.

## **➔ About Our Membership Savings Account**

### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open your Membership Savings Account is \$5. You must maintain a minimum daily balance of \$100 to obtain the Annual Percentage Yield stated on the Rate Schedule and to avoid a monthly service fee as stated on the Fee Schedule. You must maintain a minimum daily balance of \$5 to avoid closure.

## **➔ About Our Regular Savings Account**

### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

There is no minimum deposit required for you to open a Regular Savings Account. You must maintain a minimum daily balance of \$100 to obtain the Annual Percentage Yield stated on the Rate Schedule and to avoid a monthly service fee as stated on the Fee Schedule.

## **➔ About Our Holiday Savings Account**

### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

There is no minimum deposit required for you to open a Holiday Savings Account. You must maintain a minimum daily balance of \$100 to obtain the Annual Percentage Yield stated on the Rate Schedule.

### **TRANSACTION LIMITATIONS**

Your Holiday Savings Account may be opened at any time. Funds not withdrawn will be disbursed to you on or about November 1 of each year.

## **➔ About Our Money Market Account**

### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open your Money Market Account is \$1,500. You must maintain a minimum daily balance of \$2,500 to obtain the Annual Percentage Yield stated on the Rate Schedule. You must maintain a minimum daily balance of \$1,500 in your Money Market Account to avoid the monthly service fee as stated on the Fee Schedule.

## ➔ **About Our Titanium Savings Account**

The Titanium Savings Account is a tiered variable rate account as stated on the Rate Schedule.

### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open a Titanium Savings Account is \$25,000. You must maintain the minimum daily balance for each tier to obtain the Annual Percentage Yield stated on the Rate Schedule. If the account balance falls below \$25,000, the Titanium Savings Account will be subject to the current dividend rate for the Regular Savings Account. You must maintain the minimum daily balance of \$100 to avoid the service fee as stated on the Fee Schedule.

### **ACCOUNT LIMITATIONS**

ATM Card, VISA® Check Card/VISA® Debit, or overdraft protection services are not available with this account.

## ➔ **About Our Youth Savings Account**

We offer a Youth Savings Account to members between the ages of 0-17 years old. A parent or legal guardian must be a joint owner on the account.

### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open your Youth Savings Account is \$5. There is no minimum daily balance required for you to obtain the Annual Percentage Yield stated on the Rate Schedule.

### **BONUS**

There are various bonuses awarded to you as listed in the Youth Brochure provided at the time the account is opened.

## ➔ **About Our IRA Savings Accounts**

Our IRA Savings Accounts include the Traditional IRA, Roth IRA, Coverdell Education Savings Account, and SEP Retirement Plan Account.

### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit to open your IRA Savings Account is \$100. You must maintain a minimum daily balance of \$100 to obtain the Annual Percentage Yield stated on the Rate Schedule.

### **INCORPORATION OF IRA AGREEMENT AND DISCLOSURES**

All other terms and disclosures for our Individual Retirement Accounts are contained in the Credit Union's Individual Retirement Account agreement and disclosure statement, which by this reference is incorporated into this account disclosure in its entirety. When you open your Individual Retirement Account, the Credit Union agreement and disclosure statement will be provided to you.

## **ABOUT OUR CHECKING ACCOUNTS**

Bay Federal Credit Union offers the following checking accounts which let you withdraw your money and write checks against your account at any time. Our checking accounts are the Free Checking, and Interest Checking.

## ➔ **About Our Free Checking Account**

Our Free Checking Account is a non-dividend earning account.

### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open your Free Checking Account is \$50. There are no minimum daily balance requirements for this account.

## ➔ **About Our Interest Checking Account**

### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open your Interest Checking Account is \$50. You must maintain a minimum daily balance of \$2,500 to obtain the Annual Percentage Yield stated on the Rate Schedule. You must maintain a minimum daily balance of \$2,500 in your Interest Checking Account to avoid a monthly service fee stated on the Fee Schedule.

### **RATE INFORMATION**

The Interest Checking Account rates are designated as variable rate accounts on the Rate Schedule. These rates and yields may change at any time at the Credit Union's discretion.

### ***DIVIDEND COMPOUNDING AND CREDITING***

Dividends will be compounded daily and will be credited monthly. For the Interest Checking Account the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date 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. For this example the dividend declaration date is February 1.

## **ABOUT OUR CERTIFICATE ACCOUNTS**

Bay Federal Credit Union's certificate accounts let you deposit your money for a specified period of time. Our certificate accounts are the Certificate and IRA Certificates.

### ***ANNUAL PERCENTAGE YIELD***

The Annual Percentage Yield is based on an assumption that dividends will remain on deposit until maturity. If you make a withdrawal from your account, your earnings will be reduced.

### ***MATURITY***

Your account will mature as reflected on the Rate Schedule. The maturity date will be stated on the certificate or receipt provided to you at the time of opening your accounts.

### ***RATE INFORMATION***

Our certificate accounts are designated as fixed rate accounts on the Rate Schedule. You will be paid these rates and yields until maturity.

### ***BUMP UP RATE OPTION***

The Certificate Bump Up Option refers to the Credit Union's offer to adjust the interest rate on any 3, 4, or 5 year IRA Certificate or Regular Certificate of \$1,000 or more, one time only during the original term of the certificate. This adjustment may increase the original rate to the current interest rate offered by the Credit Union at the time the option is exercised on the same term and category of certificate. To exercise the option, you must notify us in writing of your request to adjust the interest rate to your certificate.

### ***DIVIDEND COMPOUNDING AND CREDITING***

Dividends will be compounded daily and will be credited monthly. For the certificate accounts the dividend period is monthly.

### ***RENEWAL OF ACCOUNT/GRACE PERIOD***

Your account will automatically renew at maturity for the time period designated by you at the prevailing rate unless you withdraw all of the funds in your account at maturity or within a grace period of 10 calendar days after maturity.

### ***ACCOUNT LIMITATIONS***

You may not make additional deposits into or withdrawals of principal from this account until the maturity date. See **Early Withdrawal Penalties**. You may make withdrawals of dividends from your account at any time.

### ***EARLY WITHDRAWAL PENALTY***

1. If the original term is 90 days or less, the penalty shall be the dividends that would have been earned on the withdrawn amount if held to maturity (this may reduce the principal).
2. If the original term is more than 90 days but less than one year, the penalty shall be all dividends that would have been earned for the first 90 days on the withdrawn amount (this may reduce the principal).
3. If the original term is one (1) year or more, the penalty shall be all dividends that would have been earned for the first 180 days on the withdrawn amount (this may reduce the principal).

### ***EXCEPTIONS TO PENALTIES***

The penalties stated above will not apply if:

1. The withdrawal is made subsequent to the death of any owner of the certificate account, or is made pursuant to the Credit Union's bylaws.
2. The certificate account is part of a pension plan which qualifies or is qualified for 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 1/2 years of age, or
3. Such withdrawal is made as a result of the voluntary or involuntary liquidation of the Credit Union issuing the account.

## ***INCORPORATION OF IRA AGREEMENT AND DISCLOSURES***

All other terms and disclosures for our Individual Retirement Accounts are contained in the Credit Union's Individual Retirement Account agreement and disclosure statement, which by this reference is incorporated into this account disclosure in its entirety. When you open your Individual Retirement Account, the Credit Union agreement and disclosure statement will be provided to you.

### **➔ *About Our Certificate Account***

#### ***MINIMUM BALANCE AND DEPOSIT REQUIREMENTS***

The minimum deposit required for you to open a certificate account is indicated on the Rate Schedule. The minimum balance required to obtain the Annual Percentage Rate is indicated on the Rate Schedule.

### **➔ *About Our IRA Certificates***

Our IRA Certificate Accounts include the Traditional IRA, Roth IRA, and Coverdell Education Savings Certificate.

#### ***MINIMUM BALANCE AND DEPOSIT REQUIREMENTS***

The minimum deposit required for you to open an IRA Certificate Account is indicated on the Rate Schedule. The minimum balance required to obtain the Annual Percentage Rate is indicated on the Rate Schedule.

## **REGULATIONS RELATING TO FUND TRANSFERS**

### ***APPLICABLE LAW***

This agreement and notice applies to funds transfers as defined in the Article 4A of the Uniform Commercial Code and Subpart B of Regulation J of the Board of Governors of the Federal Reserve System.

### ***FUNDS TRANSFER CUT-OFF TIME***

The Credit Union may establish or change cut-off times for the receipt and processing of funds transfer requests, amendments, or cancellations. Unless other times are posted for the various types of funds transfers, the cut-off time will be at 12:00 P.M. on each weekday that the Credit Union is open excluding holidays. Payment orders, cancellations, or amendments received after the applicable cut-off time may be treated as having been received on the next funds transfer business day and processed accordingly.

### ***SERVICE CHARGES/FEES***

The Credit Union may charge your account for the amount of any funds transfer initiated by you or by any person authorized by you as a joint tenant or other authorized party with the right of access to the account from which the funds transfer is to be made. Please refer to our Fee Schedule for current fees. The Fee Schedule is regularly updated and made available at any Credit Union branch, by telephone at toll-free 888.4BAYFED, or online at [www.bayfed.com](http://www.bayfed.com).

### ***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. 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.

### ***USE OF FEDWIRES***

If you send or receive a wire transfer, Fedwire may be used. 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.

### ***IDENTIFICATION OF BENEFICIARY***

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 the Credit Union.

### ***IDENTIFICATION OF BENEFICIARY AND INTERMEDIARY BANK BY NUMBER***

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 bank 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.

### **PROVISIONAL ACH PAYMENTS**

The Credit Union may at its discretion give you credit for automated clearinghouse (ACH) payments before it receives final settlement of the funds transfer. Any such credit is provisional until the Credit Union receives final settlement of the payment. You are hereby notified and agree, if the Credit Union does not receive such final settlement, that it is entitled to a refund from you of the amount credited to you in connection with that ACH entry. This means that the Credit Union may provide you with access to ACH funds before the Credit Union actually receives the money. However, if the Credit Union does not receive the money, then the Credit Union may reverse the entry on your account and you would be liable to repay the Credit Union.

### **NOTICE OF RECEIPT OF ACH FUNDS**

ACH transactions are governed by operating rules of the National Automated Clearing House Association. In accordance with these rules, the Credit Union will not provide you with next day notice of receipt of ACH credit transfers to your account. You will continue to receive notices of receipt of ACH items in the periodic account statements which we provide.

### **RECEIPT OF INCOMING (NON-ACH) FUNDS TRANSFERS**

If the Credit Union receives a funds transfer for you or for other persons authorized to have access to your account, you agree that the Credit Union is not obligated to provide you with next day notice of the receipt of the funds transfer. The Credit Union will provide you with notification of the receipt of all funds transfers by including such items in the periodic account statements which we provide. You may, of course, inquire between receipt of periodic statements whether or not a specific funds transfer has been received.

### **PAYMENT OF DIVIDENDS (OR INTEREST)**

If the Credit Union becomes obligated under Article 4A to pay interest (or dividends) to you, you agree that the rate of interest (or dividends) to be paid shall be equal to the dividend rate, on a daily basis, applicable to the account at the Credit Union to which the funds transfer should have been made or from which the funds transfer was made.

## **YOUR ABILITY TO WITHDRAW FUNDS**

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit if received by the opening of business. If electronic direct deposits are received after the opening of business, the funds will be available to you on the first business day after the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use them 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 close of business 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 close of business 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 business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$100 of your deposits, however, may be available on the first business day.

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

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

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

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

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the 7th business day after the day of your deposit.

## **CHECK CASHING**

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

## **HOLDS ON OTHER FUNDS**

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

## **SPECIAL RULES FOR NEW ACCOUNTS**

If you are a new member, the following special rules will apply during the first 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 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 business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the 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 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the 9th business day after the day of your deposit.

## **DEPOSITS AT AUTOMATED TELLER MACHINES**

Funds from any deposits (cash or checks) made at automated teller machines (ATM's) we do not own or operate will not be available until the fifth business day after the day of your deposit. This rule does not apply at ATM's that we own or operate. All ATM's that we own or operate are identified as our machines.

## **ENDORSEMENT INSTRUCTIONS**

The following illustrates the check endorsement standards set out in the Federal Expedited Funds Availability Act and Federal Reserve Board Regulation CC. These standards apply to items you present for deposit.

The first 1½ inches on the left hand side of the back of a check is for signatures and deposit instructions. The same 1½ inch restriction applies if you use an ink stamp for endorsement of your checks. The remainder of the check is to be used for other processing. This endorsement procedure applies to all instruments deposited to the Credit Union and other financial institutions. Failure to follow these standards may result in refusal of the item for deposit.

## **IMPORTANT NOTICE ABOUT YOUR ACCOUNT(S) (CALIFORNIA RESIDENTS)**

In accordance with California's Unclaimed Property Law, C.C.P. §1500, et seq., any funds held by the Credit Union (including, without limitation, funds in a share, share draft, certificate, or other account, sums for the payment of cashier's checks, teller's checks, etc.) may be transferred to the Unclaimed Property Division of the California State Controller's Office if no activity occurs in the account within the time period specified by state law.

## **GENERAL TERMS AND CONDITIONS OF YOUR CREDIT UNION ACCOUNTS**

### **DEFINITIONS**

**ACCOUNT AGREEMENT** means any savings, checking, certificate, trust, totten trust or UTMA account.

**TIS AGREEMENT** means Truth In Savings Agreement entitled, "Truth in Savings Disclosure for Personal Accounts."

### **MEMBERSHIP & ACCOUNT APPLICATION**

The terms, conditions and information contained in the Membership & Account Application, and all amendments thereto, are by this reference hereby incorporated in their entirety into this TIS Agreement and become an integral part of the General Terms and Conditions of the Credit Union Accounts.

### **ACCOUNT OWNERSHIP AND TYPES**

The ownership of individual, joint, pay-on-death, living trust, totten trust, organizational and custodial accounts (under the "Uniform Transfers to Minors Act") shall be governed by the applicable Account Agreement.

Unless otherwise specified in the Account Agreement, the parties who sign an Account Agreement agree with each other and with the Credit Union that all funds in the accounts shall be owned as follows:

### ***INDIVIDUAL ACCOUNTS***

The account is owned by the party named on the Account Signature Card ("Account Owner"). Upon the death of the party, ownership passes to the named pay-on-death payee(s), designated as the beneficiary(ies) on the Account Signature Card.

### ***JOINT ACCOUNTS***

The Account is owned by all the Account Owners on the Account Signature Card. Upon the death of an Account Owner of a Joint Account, any funds remaining in the Account at the death of a party to a joint account belong to the surviving Account Owners as against the estate of the deceased Account Owner. The right of survivorship continues between the surviving parties.

### ***CUSTODIAL (UTMA) ACCOUNT***

This Custodial Account is established as a result of the transfer of the funds deposited in the Custodial Account for the benefit of the minor named as beneficiary on the Account Signature Card. This transfer is irrevocable and includes all earnings on this Account. Neither the donor of the funds nor the custodian is entitled to the use or benefit of the funds, except for the benefit of the minor as allowed by California Uniform Transfers to Minors Act. The Credit Union is authorized to act without further inquiry in accordance with writings bearing the signature of the custodian. The terms of the California Uniform Transfers to Minors Act, as amended, are hereby incorporated herein by this reference.

### ***FIDUCIARY ACCOUNTS***

In order to open your fiduciary account, you shall present to the Credit Union the court order appointing you as executor/executrix, administrator/administratrix, guardian or conservator. Immediately upon receipt or as otherwise required by the court, you shall present to the Credit Union any court order modifying your appointment or your powers to transact business on this Account.

In your capacity as executor/executrix, administrator/administratrix, guardian or conservator, you certify to the Credit Union that:

1. You have been appointed to act in the capacity of executor/executrix, administrator/administratrix, guardian or conservator.
2. You are authorized and empowered to transact any and all business on this account. Your authority shall continue in force until written notice to the contrary is received by the Credit Union.

### ***LIVING TRUST ACCOUNT***

You understand and agree that this Living Trust Account will be governed by the terms and conditions of this Agreement. For a revocable living trust at least one trustor of the trust must be a member of the Credit Union, and for an irrevocable living trust either all of the trustors or all of the Beneficiaries of the Trust must be members of the Credit Union. Regarding any transaction on this account, the Credit Union may ask the trustee to provide a certification of trust, and the Credit Union will not read, interpret or retain copies of the trust agreement. The trustee agrees to notify the Credit Union of any changes in the terms of the trust that would affect the trustee's authority to transact business on the Living Trust Account or status of the membership of the parties to the trust.

### ***PAYABLE ON DEATH ACCOUNTS***

A pay on death account ("P.O.D. Account") is an account payable on request to one or more Account Owner(s) during their lifetime and on the death of all Account Owners to one or more pay on death beneficiaries. The pay on death beneficiaries are the person or persons designated as such on the Account Signature Card; you may modify the pay on death beneficiaries by completing a new Account Signature Card or completing a new designation of beneficiary on the form provided by the Credit Union. The pay on death beneficiary has no rights to the funds in the Account during the lifetime of any Account Owner.

On death of the sole Account Owner or of the survivor of two or more Account Owners:

- a) any funds remaining in the Account belong to the P.O.D. payee or payees if surviving, or to the survivor of them if one or more die before the death of the sole Account Owner or the last surviving Account Owner;
- b) if two or more P.O.D. payees survive, any funds remaining on deposit belong to them in equal and undivided shares unless the Account Signature Card expressly provides for different savings; and
- c) if two or more P.O.D. payees survive, there is no right of survivorship in the event of death of a P.O.D. payee.

The Credit Union may require certain legal documents before releasing funds in the Account. Upon the death of the sole Account Owner or the last surviving Account Owner, payment on a P.O.D. Account will be made to the beneficiaries within a reasonable time. Until final payment is made, the Credit Union shall continue to operate the Account according to the terms of this Agreement. The terms of this Account may not be altered by will or other Testamentary instrument.

### **TOTTEN TRUST ACCOUNTS**

All shares in this Totten Trust Account and all dividends paid or credited thereon shall be held by the Trustee(s) in trust for the beneficiary(ies) named below subject to the right of the Trustee(s) or any one of them from time to time and in their sole discretion to revoke the same to the extent of any withdrawal of funds from this Account. In the case of multiple trustees, each trustee shall be considered the joint tenant of the other. Upon the death of the Trustee, (or if more than one, upon the death of the last surviving Trustee), the balance remaining in this Account shall be distributed to the beneficiaries in equal shares. If there are no surviving beneficiaries, the balance remaining in this Account shall be distributed to the estate of the last surviving Trustee.

The Credit Union may require certain legal documents before releasing funds in the Account. Upon the death of the trustee or the last surviving trustee, payment on a Totten Trust Account will be made to the beneficiaries within a reasonable time. Until final payment is made, the Credit Union shall continue to operate the Account according to the terms of this Agreement. The terms of this Account may not be altered by will or other testamentary instrument.

### **NOTICE**

Notice to one Account Holder shall constitute notice to all persons authorized to have access to the account.

### **ABILITY TO PLEDGE FUNDS**

Any or all of the joint Account Holders may pledge all or any part of the funds as security for a loan or loans with the Credit Union only.

### **ENFORCEMENT OF LIENS**

All funds in an account remain subject to any and all liens, including but not limited to statutory liens and/or consensual liens, security interests, rights of set off and charges, notwithstanding the source of the contribution.

### **FINANCIAL ABUSE REPORTING**

Account Holder(s) understand(s) and agree(s) that the Credit Union may report known or suspected illegal or fraudulent activity including, but not limited to, the following:

- Financial abuse involving an elder or dependent adult;
- Where the ownership or collectibility of funds are subject to dispute; or
- Misuse or abuse of account services;

to appropriate law enforcement or government entities, as required or permitted by law. In addition, the Credit Union reserves the right to suspend, restrict, deny or terminate account services and activity, including the placement of an administrative hold (freeze) on account proceeds, or take such other actions as deemed necessary under the circumstances. Account Holder(s) agree(s) to indemnify and hold the credit union harmless from and against all claims, actions, damages, losses, and expenses, including attorneys' fees, as a result of any action or inaction taken in relation to the matters described here.

### **NOTIFICATION OF CHANGES**

The right or authority of the Credit Union under an Account Agreement shall not be changed or terminated by the Account Holder(s), except by written notice to the Credit Union, which written notice shall not affect transactions previously made. All parties to an Account Agreement shall keep the Credit Union informed of any change in their address(es).

### **WAIVER OF CERTAIN RIGHTS**

The Credit Union reserves the right to waive the enforcement of any of the provisions of this TIS Agreement with respect to any transaction or series of transactions. Any such waiver will not affect the right of the Credit Union to enforce any of its rights with respect to later transactions and is not sufficient to modify the terms and conditions of this TIS Agreement.

### **CONSUMER REPORTS**

The Credit Union makes credit available to its members on a regular basis. The Applicant(s)/Account Holder(s) of the account authorizes the Credit Union to obtain consumer reports in connection with credit and business transactions involving the Applicant(s)/Account Holder(s), including but not limited to applying for membership, the opening of a

savings or checking account or the issuance of an ATM card, check card, or other service provided by the Credit Union, and the Applicant(s)/Account Holder(s) of the account authorize any person, association, or corporation to furnish on request of this Credit Union, information concerning the affairs of the Applicant(s)/Account Holder(s). The Applicant(s)/Account Holder(s) also authorizes the Credit Union to furnish information concerning the account to consumer reporting agencies.

You understand and agree that by signing the Credit Union's Account Signature Card, you authorize the Credit Union to obtain consumer credit reports to assist in verifying your identity, evaluating your credit worthiness for preapproved credit, or for specific credit services requested by you.

### ***NEGATIVE CREDIT REPORTING***

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

### ***REPORTING INACCURATE INFORMATION***

If you believe the Credit Union is reporting inaccurate information to a credit reporting agency, please notify us at Bay Federal Credit Union, 3333 Clares Street, Capitola, CA 95010, so we can investigate.

### ***POST-DATED CHECKS***

The Credit Union will treat all checks as though the checks were written on the date presented.

### ***EXAMINATION OF STATEMENTS***

The Account Holder(s) to whom the periodic statement of account is sent agree(s) to exercise reasonable care and promptness in examining the statement to discover any errors or discrepancies, and to promptly notify the Credit Union after discovery thereof.

### ***NON-CASH PAYMENTS***

Non-cash payments deposited into an account may be credited subject to final payment.

### ***FEES AND CHARGES***

All accounts shall be subject to service charges in accordance with the Fee Schedule adopted by the Credit Union as amended from time to time and made available at any Credit Union branch, by telephone at toll-free 888.4BAYFED, or online at [www.bayfed.com](http://www.bayfed.com). Members receive a copy of the Fee Schedule at account opening, upon request, on an annual basis, or when fees have been changed.

### ***CREDIT UNION'S RIGHT TO OFFSET***

Account Holder(s) agrees that the Credit Union has the right to offset against any account of any Account Holder to cover any amount owing to the Credit Union for any reason. Account Holder(s) understands that this means that the Credit Union has the right to impress and enforce a statutory lien against the Account Holder(s)' shares and dividends in the event of the failure of the Account Holder(s) to satisfy any financial obligation due and payable to the Credit Union. Account Holder(s) understands that the Credit Union may enforce this right without further notice.

### ***ATTORNEYS' FEES***

You agree to pay the Credit Union all of our costs and reasonable attorneys' fees, including all collection costs, litigation costs, skip-tracing fees, and outside services fees incurred while we are enforcing our rights under this Agreement.

### ***OTHER TERMS AND CONDITIONS***

The use of an account is subject to such other terms, conditions and requirements as the Credit Union may establish from time to time.

### ***GOVERNING LAW***

This TIS Agreement shall be construed in accordance with the laws of the State of California, including the California Uniform Commercial Code (UCC).

## ***➡ Savings Account Agreement***

### ***TRANSFERS TO THIRD PARTIES***

No more than six preauthorized, automatic, online or telephonic transfers made to another account at the Credit Union or to a third party or no more than six transfers or withdrawals made by check, draft, VISA® Check Card/VISA® Debit

or similar order payable to a third party may be made from each savings account or money market deposit account in any calendar month. If an Account Holder exceeds, or attempts to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer requests, and the Credit Union may reclassify or close the account. Transfers initiated by telephone must be counted among the six monthly transfers, except that there are no limits on the number of withdrawals paid directly to an Account Holder when initiated by mail, telephone or messenger. There are no limits on the number of withdrawals if initiated in person.

### **WITHDRAWALS, PRIOR NOTICE REQUIREMENT**

The Credit Union reserves the right to require prior written notice of intention to withdraw all or any part of savings not to exceed the notice requirement as set forth in the Credit Union's bylaws.

### **➔ Checking Account Agreement**

#### **WITHDRAWALS, APPROVED METHODS**

Only check blanks and other methods approved by the Credit Union may be used to withdraw funds from a checking account.

#### **ELECTRONIC CHECK CONVERSION**

Upon prior notification from the merchant to the Account Holder, a purchase made with a check can be converted to a one-time electronic funds transfer (EFT) if authorized by the Account Holder. The Account Holder may also authorize merchants to electronically debit the account for returned check fees. It is agreed that the Account Holder authorizes the electronic funds transfers if the transaction is completed after being told (orally or by a notice posted) that the transfer may be processed electronically or if the Account Holder signs a written authorization.

#### **DEMAND CHECKS**

The Credit Union may pay and charge to the applicable checking account, checks drawn by and payable to any person, organization, association or corporation that has been authorized by an Account Holder to be paid, by the provision of MICR encoded information on the account. It is agreed that the Credit Union's rights in respect to such checks shall be the same as if it were a check drawn and signed by an Account Holder(s) personally. This authority shall remain in effect until revoked by an Account Holder in writing. It is agreed that the Credit Union shall be fully protected in honoring such checks. It is further agreed that if any such check is dishonored, whether with or without cause, and whether intentionally or inadvertently, the Credit Union shall incur no liability whatsoever, even though such dishonor results in the forfeit of insurance, loss or damage of any kind.

#### **OVERDRAFTS**

The Credit Union is under no obligation to pay a check which exceeds the balance in an account; the Credit Union may, however, pay such a check and recover or obtain a refund of the amount of the resulting overdraft plus a service charge from any of the Account Holders of this account, each of whom expressly agrees that each Account Holder is jointly and severally liable for any and all overdrafts of this account and any and all associated costs created by any Account Holder.

#### **STALE-DATED CHECKS**

The Credit Union is under no obligation but may pay a check which is presented more than six (6) months after it is dated. The Credit Union may assess a special handling charge upon receipt of any such item in addition to a service charge upon the account in accordance with the Fee Schedule adopted by the Credit Union and as amended from time to time.

#### **STOP PAYMENTS**

Any Account Holder(s) of this account may stop payment of any item drawn against the account. The Stop Payment Order must describe the item with reasonable certainty and must be received in such time and manner as to afford the Credit Union a reasonable opportunity to act upon it. A Stop Payment Order is effective for six (6) months, but it lapses after 14 calendar days if the original order was oral and was not confirmed in writing within that 14 day period. The Stop Payment Order may be renewed in writing for an additional six (6) month period.

#### **TRUNCATION OF CHECKS**

The Account Holder(s) acknowledges that checks are truncated and hereby waives any and all rights to receive the items without prejudice to any of the Credit Union's defenses available under the California Uniform Commercial Code (UCC).

## **LIABILITY OF CREDIT UNION**

Except for its own lack of good faith or failure to exercise ordinary care, the Credit Union is not liable for any action it takes regarding the payment or nonpayment of a check, even if nonpayment results in the forfeit of insurance, loss or damage of any kind.

## **CLOSURE OF ACCOUNT**

The Credit Union may close a checking account at any time. Closure of a checking account will not affect the obligation to pay any outstanding balances or charges owed.

## **FOR CHECKING ACCOUNTS WITH SAVINGS OVERDRAFT PROTECTION**

If any Account Holder(s) writes a check that would result in this Checking Account being overdrawn, the Credit Union is authorized to charge the designated savings account(s), regardless of which party signed the item, in such multiples as determined by the Credit Union sufficient to permit the Credit Union to honor the check and any associated fees and to credit such charge to this Checking Account. No checking overdraft may be paid by charging a savings account if, as a result of such charge, that savings account would be subject in any one month to more than six pre-authorized, automatic or telephonic transfers.

## **FOR CHECKING ACCOUNTS WITH LOAN OVERDRAFT PROTECTION**

If any Account Holder(s) writes a check which would result in this Checking Account being overdrawn, and if at that time any Account Holder(s) is eligible to receive loan advances from this Credit Union on a loan designated on the Overdraft Agreement, the Credit Union is authorized to make an advance from the designated loan account, and to credit the advance to this Checking Account in such multiples as determined by the Credit Union sufficient to permit the Credit Union to honor such share draft and any associated fees.

## **➔ Certificate Account Agreement**

### **PLEDGING OF FUNDS**

Certificates may not be pledged, transferred, or assigned to any party other than the Credit Union unless otherwise provided by statute. Savings invested for an Individual Retirement Account (IRA) or Keogh Plan may not be pledged as security for any loan. The Credit Union reserves the right to offset this certificate except as otherwise precluded by law. If the Credit Union offsets funds from this certificate, the funds withdrawn are subject to the early withdrawal penalty.

## **TAXPAYER IDENTIFICATION NUMBER (TIN) AND BACKUP WITHHOLDING**

### **SPECIFIC INSTRUCTIONS FOR COMPLETING FORM W-9**

#### **NAME**

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, and "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

## **EXEMPT PAYEE**

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note: If you are exempt from backup withholding, you should still complete form W-9 to avoid possible erroneous backup withholding.**

## **PART I. TAXPAYER IDENTIFICATION NUMBER (TIN)**

**Enter your TIN in the appropriate box.** If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)**), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note: See the chart for further clarification of name and TIN combinations.**

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or get this form online at **www.socialsecurity.gov**. You may also get this form by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at **www.irs.gov/businesses** and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting **www.irs.gov** or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write “Applied For” in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note: Bay Federal Credit Union only opens accounts for individuals or entities with a valid SSN, ITIN, or EIN. Non-U.S. citizens must present a valid ITIN or W-8 BEN and a foreign passport or Matricula Card in order to open an account.**

**Note: Writing “Applied For” means that you have already applied for a TIN or that you intend to apply for one soon.**

**Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.**

## **PART II. CERTIFICATION**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see **Exempt Payee section**.

**Signature requirements.** Complete the certification as indicated in **1** through **5** below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item **2** in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item **2** of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. “Other payments” include payments made in the course of the requester’s trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care

services (including payments to corporations), payments to a non-employee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### ***PRIVACY ACT NOTICE***

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must 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 IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal non-tax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

### ***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.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

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.consumer.gov/idtheft** or 1-877-IDTHEFT (438-4338).

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

### ***PENALTIES***

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account (#1) The minor (#2)
3. Custodian account of a minor (Uniform Gift to Minors Act)	The grantor-trustee (#1)
4. a. The usual revocable savings trust (grantor is also trustee)	The actual owner (#1)
b. So-called trust account that is not a legal or valid trust under state law	The owner (#3)
5. Sole proprietorship or single-owner LLC	
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner (#3)
7. A valid trust, estate, or pension trust	Legal entity (#4)
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

(#1) List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

(#2) Circle the minor's name and furnish the minor's SSN.

(#3) You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

(#4) List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules regarding partnerships on page 1.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

