

“You” and “Your” refer to anyone who signs the signature card for any share account. These terms also refer to any person or entity on whose behalf the account is opened. “We,” “Us,” and “Our” refer to Sikorsky Financial Credit Union. “Check” means a Check or other noncash item, other than an electronic fund transfer (“EFT”) (Please refer to our Electronic Fund Transfers Agreement and Disclosure for more information on EFTs).

You must complete payment of and maintain ownership of one share in your Member Savings Account as a condition of membership, as set forth in our By-laws. Please refer to Section 12 for further information. You must be a member to open and maintain an account with us. Member accounts in this credit union are federally insured by the National Credit Union Share Insurance Fund.

**A. GENERAL RULES FOR ALL SHARE ACCOUNTS.**

1. **YOUR AGREEMENT.** By signing the signature card, depositing funds or allowing funds to be deposited on Your behalf in an account, You agree to the terms in this Member Share Account Contract (the “Agreement”) for that account. This includes the terms in our Schedule of Dividends, Schedule of Charges, Electronic Fund Transfers Agreement and Disclosure, Funds Availability Disclosure, Overdraft Privilege Disclosure (as applicable) and Privacy Notice which are made part of this Agreement by reference. You agree that You will not use any account or service to conduct illegal activity. You also agree that You and We have all rights given by law. This Agreement also includes the terms of any other documents which We designate as part of this Agreement.
2. **AUTHORIZED SIGNATURES.** For purposes of withdrawal and other account matters, unless We specifically agree otherwise in writing, We can honor any request or order signed by any person whose signature appears on the signature card for the accounts. We may supply endorsements as allowed by law on Checks that You deposit to the account.
3. **COLLECTION OF CHECKS.** When You deposit a Check to Your account, we collect the money from the bank or other party obligated to pay it. We act as Your agent to do this. Except to the extent otherwise required by law, we are not responsible for losses that happen during collection of a Check that are not caused by Our own negligence. When You cash or deposit a Check, We may require that funds equal to the amount of the Check remain in Your account or another account You have with us until the funds from that Check become available for withdrawal. See our Funds Availability Disclosure for an explanation of when funds are available for withdrawal. If We receive a Check You have written on Your account in an amount greater than the funds available for withdrawal from Your account, we have the right not to pay that Check. If We credit your account or allow You to withdraw the amount of a deposited Check and the check is returned to Us unpaid, or We receive a notice of non-payment of the Check, We have the right to take that amount from Your account or to obtain a refund by any method We deem proper, including the exercise of our Right of Set-off (see Section A- 8 of this Agreement). If the amount of available funds in Your account is less than the amount of the Check, you must pay Us the balance.

There are certain checks that We will not cash or accept for deposit. These include checks drawn on banks in foreign countries, and double endorsed checks unless both parties are on the account to which the check is being deposited.

4. **CHARGES.**
  - a. **General.** You agree to pay the charges listed on Our Schedule of Charges. We can change these charges or add new ones upon giving notice as set forth in Section A-6 of this Agreement. We may take these charges from your account.
  - b. **Minimum Balance to Waive or Reduce Charges.** For certain accounts, We may waive or reduce certain account charges if You maintain a specified minimum balance. The minimum balance rules for waiving or reducing charges for all deposit accounts are described in the Schedule of Charges.
5. **JOINT ACCOUNTS.** An account in the names of two or more individuals is a joint account with right of survivorship as defined in Section 36a-290 of the Connecticut General Statutes or the successor to that statute. This means that each of You are making this Agreement with each other and with Us. Each of You agrees that all amounts deposited by any of You, as well as any dividends earned or bonus payments earned, can be paid to any one or more of You while each of You are alive. After the death of any one of You, We can pay any money in the account to any one of You who is then alive. Each of You gives to any of the others, authority to deposit to the account any check payable to any or all of You. We are unable to open accounts that require two (or more) signatures to process transactions.

For certain checks, such as a check payable by the government, We may require all persons to whom the check is payable to endorse the check for deposit. If We honor a check which is signed by any one of You, and this causes an overdraft, each of You is liable for the overdraft, whether or not You signed the check or benefited from its proceeds.

- a. **Accounts of Minors.** Minors under the age of 13 require a parent or a legal guardian appointed by the court, who is at least eighteen (18) years of age, to be a joint owner on a savings account. Minors aged 13-17 require a parent or legal guardian to be a joint owner on a checking account. Minors under the age of 13 may not have a checking account.
  - b. **Limitation on Number of Owners.** We have the right to limit the number of owners on any account.
6. **AMENDMENTS.** We can make amendments to this Agreement by posting written notice in our lobbies or by delivery to You of a copy of the amendment(s). Federal law and regulations require that We give You notice of most added or increased charges and certain other changes to the terms of an account or our by-laws that may be adverse to You before those amendments can become effective.
7. **WAIVER OF YOUR RIGHTS TO “NOTICE OF DISHONOR” AND “PRESENTMENT”.** If another institution refuses to pay a check (called “dishonor”) which You deposited or cashed, we may present the check for collection again. We will not always give You notice that the check was

dishonored before re-presenting the check for collection.

This means that You are waiving Your right to notice of dishonor, as described above. If in the process of collecting a check that You have deposited to Your account, that was dishonored by another institution, you agree that We may delay processing the Check for collection. This means that You are waiving Your right to have us begin the process of re-presenting the check by the next banking day.

8. **RIGHT OF SET-OFF.** Unless this right is denied to us by law, We can take any funds in Your account to pay any debt You owe Us that is in default (including unpaid charges). This is called the right of set-off and applies to all funds of Yours in our possession now or in the future in any account You maintain with us. We can use this right of set-off without going through any legal process or court proceedings. For joint accounts, this right of set-off applies to Our use of deposits of any of You to pay the debts owed to Us by any or all of You. If We exercise this right by taking what You owe Us from a share certificate account, such payment shall be deemed an early withdrawal, and an early withdrawal penalty may be imposed (See Section B-9e of this Agreement for more information on early withdrawal Penalties). If a loan payment You owe to us is not paid when due, we may hold the funds in Your Member Savings Account up to the amount of the overdue payment until the overdue payment is made or We may set-off the amount as provided in this paragraph (not applicable to credit cards).
9. **COLLECTION OF FEES.** If in the course of collecting any money You may owe Us, we incur expenses or fees, We may take those expenses or fees from Your account, including attorneys' fees unless prohibited by law. If there are not sufficient available funds in Your account to cover these expenses or fees, you owe us the unpaid balance of such fees or expenses.
10. **IDENTIFICATION.** We require proper identification to open a new account, consistent with our Customer Identification Program. We may also require identification to process transactions against an account.
11. **SOCIAL SECURITY NUMBER REQUIRED.** If You fail to give us a correct Social Security or tax-identification number when opening an account, we can refuse to open an account, close Your account, or require You to apply for a taxpayer identification number. We can also take from Your account any charges of the IRS which results from Your error, as allowed by law. We may also be required by federal law to withhold part of any dividends You earn and pay it to the IRS if you are subject to Backup Withholding. If We do this, the amount We withhold will be reported to You and the IRS and applied by the IRS to the payment of any federal income tax You owe for that year.
12. **OUR RIGHT TO CLOSE OR DISCONTINUE OR LIMIT ACCOUNTS.** We reserve our right to close the account and terminate the membership of any member who is in violation of this Agreement and those incorporated by reference herein or our By-laws, and of any member that We believe has used an account or service to conduct or take part in illegal activity. We reserve the right to stop offering any type of account we currently offer, and We will mail You a Check for total of collected funds on deposit in the effected account or transfer the funds to Your Member Savings Account as soon as is practical. We reserve the right to approve the opening of all new accounts pursuant to our By-Laws. We have the right to limit the number of accounts owned by any member. If the balance in Your Member Savings Account falls below the par value of one share, and You do not increase the balance to at least the par value of one share after notification of the reduction, you may be terminated from membership, and your account will be closed.

Members are expected to treat Credit Union employees, other members, contractors, vendors, volunteers, and board members in a respectful manner. A membership can be placed on limited services or terminated if a member engages in "abusive behavior" towards any of the above-mentioned people. We define "abusive behavior" as any behavior (verbal, written or physical) that frightens, intimidates, threatens, terrorizes, manipulates, hurts, humiliates or physically injures another person.

**Inactive/Dormant Accounts:** After twelve months and one day of no activity or transactions, the account will be placed in an inactive status. Inactive status may restrict account access until an employee assisted transaction is processed.

Members are required to maintain a \$5.00 balance in their Member Savings account to remain a member of the Credit Union. If the balance falls below the \$5.00 requirement, we will transfer funds needed from an alternate account at the credit union to bring the required minimum balance to \$5.00, as applicable.

If any existing share account remains open with a \$0.00 balance for ninety consecutive days, the credit union will change the account status to close.

13. **ENFORCEMENT OF OUR RIGHTS.** We can choose to not enforce or to delay in enforcing any of our rights under this Agreement without losing our ability to enforce our rights in the future.
14. **ADDRESS.** You must keep Sikorsky Credit Union informed of Your current address to ensure mailing of monthly statements are sent to the proper address. You may notify us by telephone, (203) 377-2252, in person or by mail to change Your address. For e-Statements, We require Your current email address. You can change Your email address at any time by accessing My Settings within the Online Banking Service. Whenever a statement is unclaimed or undeliverable because of Your failure to notify us of a change in address or email, We may stop sending statements or crediting dividends and stop certain other services, such as the ATM/Debit Card or Bill Pay. We may rely on a forwarding address provided to us by the United States Post Office. We are not responsible for any loss caused to you if You do not notify us of a new address or email. We may destroy returned statements for which We cannot obtain a forwarding address. You will be responsible for the same care in reviewing these statements as if they were mailed.
15. **EXAMINING YOUR STATEMENT FOR ERRORS.** You must examine Your periodic statements as soon as You receive them. If You do not let us know of any mistakes within 30 days after You receive a statement, we may consider the checks and other withdrawals paid during the statement cycle to be genuine. We may also consider the statement to be correct, except as provided in our Electronic Fund Transfer

Agreement (EFT). We will not be liable to You for payment for any forged or altered check if You do not notify us of the forgery or alteration within that 30-day period and Your failure causes us to suffer a loss. We will not be liable for forged or altered checks if the forgery or alteration resulted from Your negligence. You may have to bear losses that could have been prevented if You had discovered and told us within the 30-day period of errors or unauthorized transactions.

**16. USE OF OUR CHECKS AND FORMS.**

- a. **Checks.** We can require that You use only checks We have approved for account use. The only checks We have given our prior approval to are the checks offered to You through us by our approved vendor. If You use a check, we have not approved We can refuse to pay the check and charge You the associated fee(s) listed in our Schedule of Charges.
- b. **Forms.** We can also require that You use our forms for making deposits, withdrawals and any other account transactions or requests.

**17. NOT TRANSFERABLE.** Your deposit account is not transferable or assignable to anyone. You may not voluntarily transfer, assign or pledge Your account without our consent. This does not affect a transfer occurring by operation of law, such as that which would occur on death, bankruptcy or pursuant to a court order.

**18. STOP PAYMENT ORDERS.** If You request us to stop payment on an item, we will make a good faith effort to do so. The stop payment order must describe the check with reasonable certainty. If the stop payment order does not do so or if We do not have a reasonable opportunity to act on it, we will not be liable if We do not stop payment, or if our payment of the item(s), causes other items to be returned for insufficient funds. If We do stop payment of an item at Your direction, you agree to pay all costs We may incur as a result. An oral stop payment order expires after 14 days unless We receive written confirmation from You within that time. A stop payment order is only good for 180 days, but You may renew it by written request that We receive before it expires.

**19. RECEIPT OF FUND TRANSFERS.** A Funds Transfer is a transfer of funds to Your account which is not initiated by a check, draft, or similar paper instrument. Most Funds Transfers, including regularly recurring transfers such as direct deposit of Social Security payments or paychecks, are governed by our Electronic Fund Transfers (EFT) Agreement and Disclosure ("EFT Agreement"). Some, like wire transfers, are not, but under most circumstances We are required by law to accept them. If We receive a Funds Transfer to Your account that is not governed by our EFT Agreement, we may, in our discretion, refuse to accept it; We are not required by law to accept a Funds Transfer. If We accept a Funds Transfer not governed by our EFT Agreement, we will not send You notice of the Funds Transfer (other than your periodic statement).

**20. POSTDATED CHECKS.** If the date on a check is later than the date the check was issued, the check is called "postdated." We will not look to see if a check is postdated when We decide whether to pay the check. We have the right to charge against Your account any payment We make on a postdated check before the date on the check unless You process a Stop Payment Order (see Section A-18).

**21. STALEDATED CHECKS.** We may at our option pay a check that is over six months old, but We do not have to do so.

**22. OVERCREDITED ACCOUNT.** If We credit Your account for an amount more than the checks or funds actually received for deposit, we may take the excess from Your account without prior notice to You.

**23. CHANGE IN OWNERSHIP.** If You wish to change the ownership of an account, we may require You to provide us with required documentation and authorization.

**24. SERVICE OF PROCESS.** If We receive a court order, levy, garnishment, execution, or other similar legal process (all of which We call "legal process") concerning the funds in Your account, we may place a "hold" on the funds in Your account, for the amount stated in the legal process. We may also place a "hold" on the funds in Your account if We reasonably believe We may sustain a loss if We do not impose a "hold" pending the resolution of any dispute, claim, or investigation concerning Your account. A "hold" means You may not withdraw funds, and We will not pay checks out of the funds subject to the "hold". We may also surrender the funds in Your account as required by any legal process. We will not be liable if those actions cause checks to be returned for insufficient funds.

**25. ENDORSEMENTS.** You agree that all endorsements on any Check You deposit to Your account will be made in the area designated for endorsements on the reverse side of the Check. You agree that You are liable for any loss resulting from a failure to follow this requirement.

**26. RESTRICTIONS ON WITHDRAWALS.** We have the right to require that You give us written notice of Your intention to withdraw funds. We would expect, except in unforeseen circumstances, to give advance notice of our intent to impose this requirement.

**B. RULES WHICH APPLY TO SHARE SAVINGS ACCOUNTS.**

1. **DIVIDENDS.** We are prohibited by law from guaranteeing the payment of dividends or that dividends We do pay will be at the contracted rate. We must base our dividend payments to You on the money We actually earn and that is available for distribution at the end of a dividend period. The dividend rates and annual percentage yields may change at any time, as determined by the credit union board of directors.
2. **WHEN DIVIDENDS BEGIN TO ACCRUE ON DEPOSITED CHECKS.** Dividends begin to accrue on a deposit made to a share account on the business day the deposit is considered to have been made.
3. **BALANCE CALCULATION METHOD.** We use the Average Daily Balance Method to calculate the dividends on Your account. The Average Daily Balance Method is the application of a periodic rate to the average daily balance in the account for the period. The Average Daily Balance is determined by adding the full amount of principal in the account for each day of the period and dividing that figure by the number of days in the

period.

4. **MINIMUM BALANCE TO EARN DIVIDENDS.** For certain share accounts, We may require a minimum balance to earn dividends. The amounts of these minimum balances are described in the Schedule of Dividends. We use the Average Daily Balance method to determine if the minimum balance requirement has been met. Certain accounts may have step-rate or tiered rate features; see our Schedule of Dividends.
5. **MINIMUM BALANCE TO OPEN AND MAINTAIN ACCOUNTS.** For certain share accounts We may require a minimum deposit to open the account and a minimum balance to maintain the account. The amounts of the minimum opening deposit and minimum balance are described in the Schedule of Dividends for each account type.
6. **COMPOUNDING AND CREDITING.** Dividends will be compounded every month. Dividends will be credited to Your account every month.
7. **SHARE SAVINGS ACCOUNTS.** Share Savings accounts include all savings accounts offered at the Credit Union. We will send You a statement at least quarterly for these accounts. To withdraw from Your share savings accounts, you must show us proper identification. We may, as necessary, transfer funds from any of Your savings' accounts, excluding IRA's accounts to Your checking account, to pay checks, debits or other items presented for payment against Your checking account. See the Schedule of Charges for explanation of related charges.
  - a. **Minors.** Minors under the age of 13 require a parent or a legal guardian appointed by the court, who is at least eighteen (18) years of age, as a joint owner on all savings accounts. This added joint owner shall be jointly and separately liable to Sikorsky Financial Credit Union for any returned item, overdraft, and/or unpaid charges or amounts owing on the account regardless of the minor's rights regarding such contracts. You agree that We have no duty to inquire as to the use or purpose of any transaction by the minor or joint owner.
  - b. **Early Advantage Account (EAA).** The members must be under 25 years of age to be eligible for an EAA. Limit one EAA per eligible member. Upon reaching 25 years of age, Your EAA account will be closed, and the funds will be transferred to Your Member Savings Account, thus earning rates applicable to such account. Rules for Minors apply per Section A.5 of this Agreement.
  - c. **EAA Balances:** "Please refer to our Schedule of Dividends for EAA balances and tiered earnings."
  - d. See also: **Section A. General Rules for all Share Accounts, Paragraph 5. Joint Accounts** of this Agreement for more information on Joint Accounts.
8. **DAILY MONEY MARKET ACCOUNT.** The minimum withdrawal or transfer allowed from this account is \$500. There is no limit on the number of withdrawals or transfers You may make from this account, provided each withdrawal or transfer is for at least \$500. See the Schedule of Charges for explanation of related charges.
9. **SHARE CERTIFICATES (INCLUDING IRA SHARE CERTIFICATES.)**
  - a. **The Term.** A share certificate account is a type of deposit which requires You to leave money in the account for a certain period (called the "Term") to accrue dividends throughout the term at the specified rate. Share certificate accounts are subject to penalties for early withdrawal, that is, withdrawal before the Maturity Date. The Maturity Date is the first day following the last day of the term. These penalties are described in Section B-9e of this Agreement. When You establish a share certificate account, you may select any term that We currently offer, as described in our current Schedule of Dividends.
  - b. **Later Deposits.** Later deposits to share certificate accounts are not allowed.
  - c. **Notice of Maturity.** We are required by federal law to send a notice of maturity for all share certificates with terms greater than one month. This notice will provide you with your options at maturity.
  - d. **Maturity Options for Share Certificates for Auto Renewal.** If You choose the automatic renewal option for Your share certificate account and You do not withdraw the funds within the grace period of 7 calendar days after maturity, Your share certificate account will be automatically renewed as of the Maturity Date of the maturing share certificate for a similar term at the dividend rate We are then paying on share certificates with that term. If You elect against automatic renewal of Your share certificate, you must give us written instructions. You must direct us (1) to renew the share certificate for a term which You specify and which We allow; or (2) to deposit the funds to another account You maintain with us. We must receive Your instructions either at the time You open the account or up to (7) days after the end of the term. If the account is closed during the (7) day period, we do not pay dividends from the Maturity Date until the date of withdrawal. If, on the Maturity Date We no longer offer the same type of share certificate as Your maturing share certificate and You do not instruct us otherwise, the funds in the account will be placed in a Member Savings Account. If You renew a share certificate or a share certificate is automatically renewed, all dividends which are on deposit at the time of renewal will become principal of the renewed share certificate. If You have pledged Your share certificate as security for a loan, we may limit Your renewal options as set forth in the loan documents.
  - e. **Penalty for Early Withdrawal.** We will allow withdrawal of principal from Your share certificate account before the Maturity Date without penalty in the following events: (1) the required minimum distribution from an IRA (2) a court's declaration of Your mental incompetence, or (3) Your death. In all other cases You cannot withdraw all or any part of the deposit before the Maturity Date without our consent. We can only give our consent at the time You ask to make a withdrawal. If We consent to an early withdrawal, there may be a penalty on the amount of principal that You withdraw. Early withdrawal from and IRA Certificate is subject to IRS penalties, if applicable, in addition to the penalty structure described below.

**Effective June 5, 2021, the penalty structure for early withdrawal of funds from a Certificate will change, as follows:**

- i. **Certificates opened after June 4th, 2021.** The penalty structure for Certificates opened after June 4, 2021, will have the following new penalty structure:
  - Less than a year: 90 days of dividends
  - Greater than a year: 180 days of dividends
- ii. **Existing certificates.** The penalty structure will remain the same as it is today until the current term for the Certificate ends. At the time of roll-over or if a new Certificate is opened, the new penalty structure described above will take effect.
  - If Your account has an original maturity of 90 days to 179 days -- The penalty We may impose will equal 30 days dividends on the amount of principal withdrawn.
  - If Your account has an original maturity of 180 days to 364 days -- The penalty We may impose will equal 90 days dividends on the amount of principal withdrawn.
  - If Your account has an original maturity of 365 days or more -- The penalty We may impose will equal 180 days dividends on the amount of principal withdrawn.
- iii. **Penalty Exceeds Dividends.** If the amount of the penalty exceeds the amount of the accrued dividends, We may deduct some of the penalty from the principal balance.
- f. **Effect of Dividend Withdrawal.** You can withdraw dividends at any time after they are credited to Your account. The annual percentage yield shown on the Schedule of Dividends assumes that dividends will remain on deposit until maturity. A withdrawal of dividends prior to maturity will reduce earnings. Certificates closed prior to maturity will have any month to date accrued but uncredited dividends posted prior to closure.

#### **C. IRA ACCOUNTS.**

These accounts are governed by separate contracts and by the rules in this Agreement for the type of IRA share savings account opened.

#### **D. CHECKING (SHARE DRAFT) ACCOUNT.**

A checking account is a share draft account. That means We reserve no right to require notice before withdrawal from checking accounts and permit unlimited numbers of transfers to third parties by check. We do not pay dividends on checking accounts, except for Kasasa Cash Free Checking and the Daily Money Market Checking. You must be at least 18 years old to open Your own checking account. Members 13-17 years of age require a parent, or a legal guardian appointed by the court and at least eighteen (18) years of age as a joint owner. Minors under the age of 13 may not open a checking account.

1. **OVERDRAFTS.** Sikorsky Credit Union may, at our discretion, pay checks, electronic (ACH) debits/payments, or other transactions that attempt to clear Your checking account against non-sufficient funds which will create an overdrawn balance. However, the fact that We may pay items that overdraw Your account balance does not obligate us to do so later. We may charge fees for paying non-sufficient funds items or returning them. Each time we decline a check or electronic debit, (e.g. ACH) we will assess a Returned Non-Sufficient Funds Fee. If the same item is resubmitted and again exceeds the available balance in the checking account, Sikorsky Credit Union will refuse the debit resulting in an additional Returned Non-Sufficient Funds Fee. Thus, you may be assessed multiple Returned Non-Sufficient Funds Fees in connection with the same debit that has been declined for insufficient funds multiple times. For more information about overdraft protections and associated fees, refer to the Overdraft Privilege Disclosure and Schedule of Charges.

#### **E. PAYABLE ON DEATH ("POD") DESIGNATION.**

The Payable on Death designation means that You intend to open an account in trust for one or more individuals under Section 36a-296 of the Connecticut General Statutes (entitled "Deposits in Trust") or the successor to that statute. The Payable on Death designation means that You have full ownership of the account until Your death. You, as the owner, must include Your Social Security Number on the signature card. When You die, the account will belong to the beneficiary You have named if such person is alive when You die. If You have named more than one beneficiary, the account will belong equally to the beneficiaries who are alive when You die. If this is also a joint account, when any of the owners of the account dies, any remaining owners will have full ownership until their deaths. When the last owner dies, the account belongs to the beneficiaries who are living at that time.

#### **F. UNIFORM TRANSFERS TO MINORS ACT ("UTMA")**

If You have opened the account as custodian under the Connecticut Uniform Transfers to Minors Act, your rights and duties are governed by that Act. You must include the minor's Social Security Number on the signature card. You will not be allowed to pledge the account as collateral for a secured loan.

#### **G. FIDUCIARY DESIGNATION.**

1. **FIDUCIARY.** A fiduciary is a person or organization named by will, trust or other legal document or appointed by the court to manage the funds or property of another. A fiduciary may be named in a written Agreement, such as a trust or a power of attorney, or may be appointed by a court. If You have opened an account as a fiduciary the funds belong to the trust estate and only the trustee(s) may withdraw funds or otherwise

transact business with us for this type of account. We may require that You give us a certified copy of any trust instrument, court order or decree appointing You as a fiduciary. Whether or not a copy is filed with us, we will not be held responsible for the contents or for any duty You may owe as trustee to any trust beneficiaries. The law and the trust document or court order or decree will define Your rights and duties as fiduciary.

2. **TAX IDENTIFICATION NUMBER.** We require that You have a taxpayer identification number for any account that You open on behalf of a trust or other separately taxable entity.
3. **POWER OF ATTORNEY.** A power of attorney is a legal document signed by a person giving a second person the power to act on the first person's behalf. If You are acting under a Power of Attorney, your right to deal with the funds in an account is determined by law and the permissions granted in the Power of Attorney. You must give us a copy of the Power of Attorney. The owner of the account may only withdraw funds from the account if he or she has also signed a signature card for the account. A power of attorney ends when the person who signed it terminates it, dies, has a conservator appointed for his or her estate or, unless the power of attorney specifically provides otherwise, becomes disabled or incompetent. The owner of an account and the person holding the power of attorney from the owner agree to notify us promptly if the power terminates. When a person holding a power of attorney makes a deposit to, or withdraw from an account, that person is confirming that the power has not been terminated. We may rely on the power of attorney until we are given written notice that it has been revoked or terminated and have a reasonable opportunity to act on that notice.

#### H. ARBITRATION AND CLASS ACTION

1. **Binding Arbitration and Class Action Waiver.** Resolution of disputes by arbitration: this section contains important information regarding your accounts and all related services. It provides that either you or we can require that any disputes be resolved by binding arbitration. Arbitration replaces the right to go to court, including the right to a jury trial and the right to participate in a class action or similar proceeding. In arbitration, the dispute is submitted to a neutral party, an arbitrator, instead of a judge or jury. Arbitration procedures may be more limited than rules applicable in court
2. **Agreement to Arbitrate Disputes.** Either You or We may elect, without the other's consent, to require that any dispute between us concerning Your Accounts and the services related to your Accounts be resolved by binding arbitration, except for those disputes specifically excluded below.
3. **No Class Action or Joinder of Parties.** You acknowledge that you and we agree that no class action, class-wide arbitration, private attorney general action, or other proceeding where someone acts in a representative capacity, may be pursued in any arbitration or in any court proceeding, regardless of when the claim or cause of action arose or accrued, or when the allegations or facts underlying the claim or cause of action occurred.

Unless mutually agreed to by you and us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account holders or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction), whether or not the claim may have been assigned.

4. **Disputes Covered by Arbitration.** You acknowledge that in arbitration there will be no right to a jury trial. Any claim or dispute relating to or arising out of Your Accounts or our relationship will be subject to arbitration, regardless of whether that dispute or the facts underlying or giving rise to that dispute arose before or after your receipt of this notice. Disputes include claims made as part of a class action, private attorney general or other representative action, it being expressly understood and agreed to that the arbitration of such claims must proceed on an individual (non-class, non-representative) basis and the arbitrator may award relief only on an individual (non-class, non-representative) basis. Disputes also include claims relating to the enforceability, validity, scope, or interpretation of any of these arbitration provisions. Any questions about whether disputes are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced.

All disputes are subject to arbitration, no matter what legal theory they are based on, or what remedy (damages, or injunctive or declaratory relief) they seek. Disputes include any unresolved claims concerning any services relating to Your Accounts. Disputes include not only claims made directly by You but also made by anyone connected with You or claiming through You, such as a joint account holder, account beneficiary, employee, representative, agent, predecessor or successor, heir, assignee, or trustee in bankruptcy. Disputes include not only claims that relate directly to the Credit Union, but also its parent, affiliates, successors, assignees, employees, and agents, and claims for which We may be directly or indirectly liable, even if We are not properly named at the time the claim is made. Disputes include claims based on any theory of law, contract, statute, regulation, tort (including fraud or any intentional tort), or any other legal or equitable ground, and include claims asserted as counterclaims, crossclaims, third-party claims, interpleaders or otherwise; and claims made independently or with other claims. If party initiates a proceeding in court regarding a claim or dispute which is included under this Resolution of Disputes by Arbitration provision, the other party may elect to proceed in arbitration pursuant to this Resolution of Disputes by Arbitration provision.

5. **Disputes Excluded from Arbitration.** Disputes filed by you or by us individually in a small claims court are not subject to arbitration, so long as the disputes remain in such court and advance only an individual (non-class, non-representative) claim for relief. However, if a matter in small claims court is removed, transferred, or appealed to a non-small claims court, that claim shall be subject to this Resolution of Disputes by Arbitration provision. Claims or disputes arising from your status as a borrower under any loan agreement with the Credit Union are also excluded from this Resolution of Disputes by Arbitration provision.
6. **Commencing an Arbitration.** The arbitration must be filed with one of the following neutral arbitration forums and follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association ("AAA") or JAMS. If You initiate the arbitration, you must notify Us in

writing at:

Sikorsky Credit Union  
1000 Oronoque Lane  
Stratford, CT 06614  
Attn: Administration Dept.

If We initiate the arbitration, we will notify You in writing at Your last known address on file. You may obtain a copy of the arbitration rules for these forums, as well as additional information about initiating an arbitration by contacting these arbitration forums:

American Arbitration Association  
1-800-778-7879 (toll-free)  
[www.adr.org](http://www.adr.org)

The arbitration shall be conducted in the same city as the U.S. District Court closest to Your home address, unless the parties agree to a different location in writing.

**7. Administration of Arbitration.** The arbitration shall be decided by a single, neutral arbitrator. The arbitrator will be either a lawyer with at least ten year's experience or a retired or former judge selected in accordance with the rules of the arbitration forum. For AAA, the arbitration will be conducted in accordance with the AAA Consumer Due Process Protocol in concert with the AAA Consumer Arbitration Rules in effect on the date the arbitration is filed. For JAMS, the arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules & Procedures in effect on the date the arbitration is filed. If there is a conflict between a particular provision of the AAA or JAMS Rules and this arbitration provision and/or this agreement, this arbitration provision and this agreement will control. If JAMS or the AAA is unable or unwilling to handle the claim for any reason, then the matter shall be arbitrated by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA). The neutral arbitrator selected by the parties or the court shall apply the Federal Rules of Evidence and the Federal Rules of Procedure concerning discovery, except that the above class action waiver is specifically enforceable notwithstanding any Federal Rule of Procedure to the contrary.

You understand and agree that the applicable rules and procedures in arbitration may limit the discovery available to You or Us. The arbitrator will take reasonable steps to protect customer account information and other confidential information if requested to do so by you or by us. The arbitrator shall decide the dispute in accordance with applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, will honor claims of privilege recognized at law, and will be empowered to award any damages or other relief provided for under applicable law. The arbitrator will not have the power to award relief to, or against, any person who is not a party to the arbitration. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute. You or we may choose to have a hearing and be represented by counsel. The decision rendered by the arbitrator shall be in writing. At Your or Our request, the Arbitrator shall issue a written, reasoned decision following applicable law and relief granted must be relief that could be granted by a court under applicable law. Judgment on the arbitration award may be entered by any court of competent jurisdiction.

**8. Costs.** The party initiating the arbitration shall pay the initial filing fee. If You file the arbitration and an award is rendered in Your favor, we will reimburse You for Your filing fee. If there is a hearing, we will pay the fees and costs of the arbitration for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, we will advance or reimburse filing and other fees if the arbitrator rules that You cannot afford to pay them or finds other good cause for requiring Us to do so, or if you ask us in writing and we determine there is good reason for doing so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but a party may recover any or all costs and expenses from another party if the arbitrator, applying applicable law, so determines.

**9. Right to Resort to Provisional Remedies Preserved.** Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies, such as the right of set-off or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies.

**10. Arbitration Award.** The arbitrator's award shall be final and binding unless a party appeals it in writing to the arbitration forum within fifteen days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. The appeal must request a new arbitration before a panel of three neutral arbitrators selected in accordance with the rules of the same arbitration forum. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same manner as allocated before a single arbitrator. An award by a panel is final and binding on the parties after fifteen days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. A final and binding award is subject to judicial intervention or review only to the extent allowed under the Federal Arbitration Act or other applicable law. A party may seek to have a final and binding award entered as a judgment in any court having jurisdiction.

**11. Governing Law.** You and we agree that our relationship includes transactions involving interstate commerce and that these arbitration provisions are governed by, and enforceable under, the Federal Arbitration Act. To the extent state law is applicable, the laws of the State of Connecticut shall apply.

**12. Severability, Survival.** These arbitration provisions shall survive (a) termination or changes to Your accounts or any related services; (b) the bankruptcy of any party; and (c) the transfer or assignment of your Accounts or any related services. If any portion of this Resolution of Disputes by Arbitration provision is deemed invalid or unenforceable, the remainder of this Resolution of Disputes by Arbitration provision shall remain in force. No portion of this Resolution of Disputes by Arbitration provision may be amended, severed, or waived absent a written agreement between You and Us.

**13. Right to Reject this Resolution of Disputes by Arbitration provision.** YOU MAY CHOOSE TO REJECT THIS RESOLUTION OF DISPUTES BY ARBITRATION PROVISION BY SENDING US WRITTEN NOTICE AS DESCRIBED BELOW:

Agreement to the Resolution of Disputes by Arbitration provision:

1. If you agree to be bound by the above Resolution of Disputes by Arbitration provision, then no action is needed on your part.
2. If you take no action, then effective immediately your Accounts will be bound by this Resolution of Disputes by Arbitration provision.

Rejection of the Resolution of Disputes by Arbitration provision:

1. If you do not agree to be bound by this Resolution of Disputes by Arbitration provision, you must send us written notice that you reject the Resolution of Disputes by Arbitration provision within 30 days of the date a notice of this Arbitration Provision being added to the Membership Agreement was placed in the mail or email to the address you provided, if applicable, or within 30 days of our first offering or sending to you any copy of our Membership Agreement with an Arbitration Provision in it, whichever is sooner, and including the following information:
  - A. Your written notice must include: your name, as listed on your account, your account number, and a statement that you reject the Resolution of Disputes by Arbitration provision, and
  - B. You must send Your written notice to Us at the following address:

Sikorsky Credit Union  
1000 Oronoque Lane  
Stratford, CT 06614  
Attn: Administration Dept.