

# Certificate of Deposit

Date Opened: \_\_\_\_\_ Term: 14 Month CD Tax ID: \_\_\_\_\_ Number: \_\_\_\_\_

Dollar Amount of Deposit: \_\_\_\_\_ Account Number: \_\_\_\_\_ \$ \_\_\_\_\_

This Time Deposit is Issued to:

Issuer: First Federal Savings and Loan  
655 Main Street  
Hazard, KY 41701-

**DISCLOSURE**

Not Negotiable - Not Transferable - Additional terms are below.

By \_\_\_\_\_

## Additional Terms and Disclosures

This form contains the terms for your time deposit. It is also the Truth-in-Savings disclosure for those depositors entitled to one. There are additional terms and disclosures on page two of this form, some of which explain or expand on those below. You should keep one copy of this form.

**Maturity Date.** This account matures \_\_\_\_\_ (See below for renewal information.)

**Rate Information.** The interest rate for this account is \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%. This rate will be paid until the maturity date specified above. Interest begins to accrue on the business day you deposit any noncash item (for example, a check). Interest will be compounded quarterly. Interest will be credited quarterly and at maturity.

The annual percentage yield assumes that interest remains on deposit until maturity. A withdrawal of interest will reduce earnings.

If you close your account before interest is credited, you will not receive the accrued interest.

The Number of Endorsements needed for withdrawal or any other purpose is: 1.

**Minimum Balance Requirement.** You must make a minimum deposit to open this account of \$ 1,000.00.

You must maintain this minimum balance on a daily basis to earn the annual percentage yield disclosed.

**Withdrawals of Interest.** Interest  accrued  credited during a term can be withdrawn: at any time prior to maturity.

**Early Withdrawal Penalty.** If we consent to a request for a withdrawal that is otherwise not permitted you may have to pay a penalty. The penalty will be an amount equal to: 180 days interest.

\_\_\_\_\_ interest on the amount withdrawn.

### Renewal Policy

**Single Maturity.** If checked, this account will not automatically renew. Interest  will  will not accrue after maturity.

**Automatic Renewal.** If checked, this account will automatically renew on the maturity date. (see page two for terms) Interest  will  will not accrue after final maturity.

**Account Ownership.** You have requested and intend the type of account marked below.

- Individual  
 Joint Account - With Survivorship (and not as tenants in common)  
 Joint Account - No Survivorship (as tenants in common)  
 Trust: Separate Agreement Dated \_\_\_\_\_  
 \_\_\_\_\_

Revocable Trust or  Pay on Death Designation as defined in this agreement (Beneficiaries' names and addresses)

TIN: \_\_\_\_\_

**Social Security or Employer's I.D. Number.** A correct taxpayer identification number is required for almost every type of account. A certification of this number is also required and is contained on the first copy of this certificate.

**Backup Withholding.** A certification that you are not subject to backup withholding is necessary for almost all accounts (except for persons who are exempt altogether) - and a certification that the FATCA code (if any) is correct. These certifications are contained on the first copy of this form. Failure to provide these certifications when required will cause us to withhold a percentage of the interest earned (for payments to the IRS). Providing a false certification can result in serious federal penalties.

### Endorsements. Sign Only When You Request Withdrawal

X \_\_\_\_\_  
X \_\_\_\_\_  
X \_\_\_\_\_

**Definitions.** "We," "our," and "us" mean the issuer of this account and "you" and "your" mean the depositor(s). "Account" means the original certificate of deposit as well as the deposit it evidences.

**Transfer.** "Transfer" means any change in ownership, withdrawal rights, or survivorship rights, including (but not limited to) any pledge or assignment of this account as collateral. You cannot transfer this account without our written consent.

**Primary Agreement.** You agree to keep your funds with us in this account until the maturity date. (An automatically renewable account matures at regular intervals.) You may not transfer this account without first obtaining our written consent. You must present this certificate when you request a withdrawal or a transfer.

This account is void if the deposit is made by any method requiring collection (such as a check) and the deposit is not immediately collected in full. If the deposit is made or payable in a foreign currency, the amount of the deposit will be adjusted to reflect final exchange into U.S. dollars.

We may change any term of this agreement. Rules governing changes in interest rates have been provided on page 1. For other changes we will give you reasonable notice in writing or by any other method permitted by law.

If any notice is necessary, you all agree that the notice will be sufficient if we mail it to the address listed on page one of this form. You must notify us of any change.

**Withdrawals and Transfers.** Only those of you who sign the permanent signature card may withdraw funds from this account. (In appropriate cases, a court appointed representative, a beneficiary of a trust or pay-on-death account whose right of withdrawal has matured, or a newly appointed and authorized representative of a legal entity may also withdraw from this account.) The specific number of you who must agree to any withdrawal is written on page one in the section bearing the title *Number of Endorsements*. This means, for example, that if two of you sign the signature card but only one endorsement is necessary for withdrawal then either of you may request withdrawal of the entire account at any time. We reserve the right to prevent withdrawal from this account upon the death of any owner until all required release-of-funds procedures are completed. Unless otherwise specified in writing, only one endorsement is required to withdraw funds from this account.

These same rules apply to define the names and the number of you who can request our consent to a transfer.

**Pledges.** Any pledge of this account (to which we have agreed), must first be satisfied before the rights of any joint account survivor, pay-on-death beneficiary or trust account beneficiary become effective. For example, if one joint tenant pledges the account for payment of a debt and then dies, the surviving joint tenant's rights in this account are subject first to the payment of the debt.

**Ownership of Account and Beneficiary Designation.** You intend these rules to apply to this account depending on the form of ownership and beneficiary designation, if any, specified on page 1. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Individual Account.** Such an account is owned by one person.

**Joint Account With Survivorship (And Not As Tenants In Common).** Such an account is owned by two or more persons. Each of you intend that upon your death the balance in the account (subject to any previous pledge to which we have consented) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account ownership as joint tenants with survivorship and not as tenants in common.

**Joint Account - No Survivorship (As Tenants In Common).** Such an account is owned by two or more persons but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the "number of endorsements" necessary for withdrawal.

**Revocable Trust and Pay-on-Death Account (Subject to this Agreement).** If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries acquire the right to withdraw only if: (1) all persons creating the account die, (2) the beneficiary is then living, and (3) any required release-of-funds procedures have been completed. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. Any such beneficiary may withdraw all or any part of the account balance. The person(s) creating either of these account types reserves the right to: (1) change beneficiaries; (2) change account types; and (3) withdraw all or part of the deposit at any time.

**Trust Account Subject to Separate Agreement.** We will abide by the terms of any separate agreement which clearly pertains to this account and which you file with us. Any additional consistent terms stated on this form will also apply.

**Set-Off.** You each agree that we may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such person's or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note. This right of set-off does not apply to this account if: (a) it is an Individual Retirement Account or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan, or (c) the debtor's right of withdrawal arises only in a representative capacity. You agree to hold us harmless from any claim arising as a result of our exercise of our right of set-off.

**Balance Computation Method.** We use the daily balance method to calculate the interest on this account. This method applies a daily periodic rate to the principal in the account each day.

**Transaction Limitations.** You cannot make additional deposits to this account during a term (other than credited interest). You cannot withdraw principal from this account without our consent except on or after maturity. (For accounts that automatically renew, there is a grace period after each renewal date during which withdrawals are permitted without penalty.)

In certain circumstances, such as the death or incompetence of an account owner, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

**For Accounts that Automatically Renew.** Each renewal term will be the same as the original one, beginning on the maturity date.

You must notify us in writing before, or within a 7 \_\_\_\_\_ day grace period after, the maturity date if you do not want this account to automatically renew.

Interest earned during one term that is not withdrawn during or immediately after that term is added to principal for the renewal term.

The rate for each renewal term will be determined by us on or just before the renewal date. You may call us on or shortly before the maturity date and we can tell you what the interest rate will be for the next renewal term. On accounts with terms of longer than one month we will remind you in advance of the renewal and tell you when the rate will be known for the renewal period.

If the account automatically renews, it will be renewed for a like term at the best available rate as posted by us for similarly issued accounts of like term.

See your plan disclosure if this account is part of an IRA or Keogh.

# Certificate of Deposit Copy and Certificate of Deposit Signature Card

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### Backup Withholding Certifications

(If not a "U.S. Person", certify foreign status separately)

- Taxpayer I.D. Number - TIN:** \_\_\_\_\_ The Taxpayer Identification Number (TIN) shown is my correct taxpayer identification number.
- Backup Withholding.** I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

**FATCA Code.** The FATCA code entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Signature.** I certify under penalties of perjury that the statements made in this section are true and that I am a U.S. citizen or other U.S. person (as defined in the instructions)

X \_\_\_\_\_ (Date)

Signatures. I agree to the terms stated on page one and page two.

X \_\_\_\_\_  
X \_\_\_\_\_  
X \_\_\_\_\_

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