

MAX CREDIT UNION TRUTH IN SAVINGS DISCLOSURE FOR MONEY MARKET ACCOUNTS Effective November 10, 2006

GENERAL

This disclosure applies to the Performance Money Market Account and the Private Reserve Account of the MAX Credit Union. The rates associated with these accounts are updated periodically and are reflected in our Truth In Savings Rate Disclosure. The rate disclosure reflects the dividend rates, Annual Percentage Yield (APY), dividend frequency and the minimum deposit required for each type of account. The rate disclosure is incorporated by reference as a part of this document.

Accrual of dividends. Dividends will begin to accrue on the business day you deposit cash or noncash items (i.e., checks) to your account.

Fees and charges. The following fees and charges may be assessed against Money Market Accounts. Additional fees and charges may apply to specific accounts and are described in that accounts disclosure. (a.) Statement copies - \$1.00 per statement; (b.) Copy of History - \$2.00 each. (c.) Levy/Garnishment fee - \$50.00.

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

National Credit Union Share Insurance Fund. Member accounts in this Credit Union are federally insured to at least \$100,000 by the National Credit Union Share Insurance Fund.

Changes In Policy. If we change the policies defined herein we will notify you. If the change is less restrictive, we will notify you within 30 days of making the change. If the change is more restrictive, we will notify you at least 30 days before implementing the change.

Variable Rate Accounts. All of the accounts below are variable rate accounts. The dividend rate and Annual Percentage Yield may change periodically based on the determination of the Credit Union Board of Directors.

Current Rate Information. Current rates on all accounts are available from any branch on the MAX Credit Union Truth In Savings Rate Disclosure for Money Market Accounts or by calling 260-2600.

PERFORMANCE MONEY MARKET ACCOUNT

This account is available only to holders of the MAX Credit Union Performance Checking Account. It is governed by the terms and conditions on the signature card for this account which are incorporated here by reference.

Non-Transferable as Defined in 12 CFR Part 204

You authorize MAX Credit Union (hereinafter referred to as the Credit Union) to establish a special share account for you to be known as the Performance Money Market Account. You authorize the Credit Union to honor your withdrawals and transfer requests and pay drafts signed by you (or by any of you if this agreement is signed by more than one person) and to charge all such payments against the funds in this account. For the purpose of this account, month means a calendar month. This account is available only to holders of the MAX Credit Union Performance Checking Account. It is agreed that this account shall be governed by the following terms and conditions: (1.) Dividend Rates - Dividends are determined by the Board of Directors, which declares the dividend rate monthly. Dividends will be paid and compounded monthly. The dividend rate is determined by the account balance each month. (2.) Minimum Balances and Deposits - The minimum initial deposit shall be at least One Thousand Five-Hundred Dollars (\$1,500). The smallest amount that will be accepted as an additional deposit is One Hundred Dollars (\$100). If the average daily balance for the period is below \$1,500, the account shall not earn dividends. (3.) Withdrawals - The minimum withdrawal allowed is One Hundred Dollars (\$100) in person at any MAX location, by telephone calls (limit of three calls per month), by draft (limit of 3 per month) or by written request. There is no penalty for early withdrawal and no limit to the number of withdrawals except by telephone or draft. Only draft blanks approved by the Credit Union may be used to make withdrawals from this account. The Credit Union is under no obligation to honor withdrawal or transfer request or pay drafts which exceed the fully paid and collected balance in this account. The Credit Union may pay a draft on whatever date it is presented for payment, notwithstanding the date (or any limitation on the time of payment) appearing on the draft. Except for negligence, the Credit Union is not liable for any action it takes regarding the payment or nonpayment of a draft. (4.) Periodic Statement - The Credit Union agrees to send a monthly account statement (unless there are no transactions in a particular month). In any case, you will get a statement at least quarterly. Any objections respecting items shown on the periodic statement of this account are waived unless made in writing to the Credit Union on or before the end of 30 days after the statement is mailed. You agree that paid drafts shall be the property of the Credit Union and will not be returned to you. (5.) Application of Uniform Commercial Code - Unless a contrary provision appears elsewhere in this agreement, you agree the following provisions of the Uniform Commercial Code will govern the rights and duties between the parties as if the Credit Union were a bank for the purpose of the following provisions: Uniform Commercial Code (Code of Alabama, Title 7) 7-4-205, 7-4-208, 7-4-303, 7-4-401, 7-4-403, 7-4-405, 7-4-406, and 7-4-407. The immediately preceding sections of the Uniform Commercial Code are expressly incorporated herein as aforesaid but all other sections of Article 4 of the Uniform Commercial Code are hereby expressly agreed not to be controlling of the rights and duties between you and the Credit Union. Upon receiving a request from the member(s), the Credit Union shall make available to you a copy of any paid draft charged to the account. The member(s) agree(s) that the availability of obtaining a copy of a paid draft upon request to the Credit Union constitutes a reasonable manner for purposes of the above Section 7-4-406 in which the Credit Union may make available paid drafts. The Credit Union may charge for this service in accordance with the fees established by the Board of Directors. (6.) Service Charge - The Credit Union does not impose a monthly service fee on this account. (7.) Insurance - This account is not covered by Share Savings insurance. The funds in the account shall be insured up to \$100,000 as part of the individual's total deposit balance at MAX Credit Union by the National Credit Union Administration, an agency of the Federal Government. (8.) Amendments and Terminations - The Credit Union has the right to amend this agreement at any time by giving appropriate notice prior to the effective date of amendment. The Credit Union shall also have the right to terminate this account and to terminate all its liability hereunder by mailing a draft for the balance of the account to the address of any of the owners. (9.) Collectible Items - All non-cash items credited to the account shall be credited conditionally subject to their final payment, and such items may be charged back at any time until the proceeds thereof and monies have actually been received by the Credit Union. The Credit Union has the right to decline payment or delay payment of any withdrawal or drafts drawn against such credit. (10.) Ownership - If more than one person signs this agreement, you agree to create by this agreement a joint ownership with rights of survivorship in this account. If joint ownership exists, you hereby agree with each other and with the Credit Union that all sums now paid in/on deposit or hereto or hereafter paid in/on deposit by any or all said joint owners to the credit as such joint owners with all accumulations thereof shall be owned by them jointly, with rights of survivorship and shall be subject to withdrawal or receipt by any of them, and payment to any of them or the survivor or survivors shall be valid and discharge the Credit Union from any liability for such payment. You agree that the right or authority of the Credit Union under this agreement should not be changed or terminated for said owner or owners for any of them except by written notice through the Credit Union and shall not affect transactions heretofore made.

Compounding and crediting. Dividends will be compounded monthly and will be credited monthly. If you close your Performance Money Market account before dividends are credited you will not receive accrued dividends. **Minimum balance requirements.** The minimum balance required to open this account is \$1,500. You must maintain an average daily balance of \$1 in your account to receive dividends. This is a tiered rate account. The dividend rate is determined by the average daily balance as calculated at the end of the calendar month. This account has seven tiers upon which dividends will be paid (\$1.00 - \$4,999.99, \$5,000-\$24,999.99, \$25,000-\$49,999.99, \$50,000-\$99,999.99, \$100,000-\$249,999, \$250,000-\$499,999.99 and \$500,000-over). Please refer to the MAX Credit Union Truth In Savings Rate Disclosure or call 260-2600 for current rates. **Balance computation method.** Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. **Fees and charges.** The following fees and charges may be assessed against your account: (a.) Statement copies - \$1.00 per statement; (b.) Check overdraft and over three checks per month - \$26.00 each; (c.) Copy of check - \$1.00 each; (d.) Copy of history - \$2.00 each; (e.) Wire transfer - \$12.00 per transfer; (f.) MAX Teller Check - \$4.00 each; (g.) Stop Payment Order \$26.00 per order. (h.) Returned deposit item - \$3.00 each. (i.) Levy/Garnishment fee - \$50.00. (j.) Special Services Fee: \$2.00 per phone branch inquiry for account balance, share drafts cleared, and direct deposit postings when inquiry can be done electronically. (k.) Phone Branch Transfer Fee: \$2.00 per phone branch fund transfer when transfer can be done electronically. **Transaction limitations.** During any statement period, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer or telephonic order or instruction. No more than three of the six transfers may be made by check, draft, debit card, or similar order to a third party. If you exceed the transfer limitations set forth above in any statement period, your account will be subject to closure by the credit union or to a fee of \$26.00 per item.

PRIVATE RESERVE MONEY MARKET ACCOUNT Non-Transferable as Defined in 12 CFR Part 204

You authorize MAX Credit Union (hereinafter referred to as the Credit Union) to establish a special deposit account for you to be known as the Private Reserve Money Market Account. You authorize the Credit Union to honor your withdrawals and transfer requests and pay drafts signed by you (or by any of you if this agreement is signed by more than one person) and to charge all such payments against the funds in this account. For the purpose of this account, month means a calendar month. It is agreed that this account shall be governed by the following terms and conditions: (1.) Dividend Rates - Dividends are determined by the Board of Directors, which declares the dividend rate monthly. Dividends will be paid and compounded monthly. (2.) Minimum Balances and Deposits - The minimum initial deposit shall be at least Twenty-Five Hundred Dollars (\$2,500). The smallest amount that will be accepted as an additional deposit is One Hundred Dollars (\$100). If the average daily balance for the period is below \$2,500, the account shall not earn dividends. (3.) Withdrawals - The minimum withdrawal allowed is One Hundred Dollars (\$100) in person at any MAX location, by telephone calls (limit of three calls per month), by draft (limit of 3 per month) or by written request. There is no penalty for early withdrawal and no limit to the number of withdrawals except by telephone or draft. Only draft blanks approved by the Credit Union may be used to make withdrawals from this account. The Credit Union is under no obligation to honor withdrawal or transfer request or pay drafts which exceed the fully paid and collected balance in this account. The Credit Union may pay a draft on whatever date it is presented for payment, notwithstanding the date (or any limitation on the time of payment) appearing on the draft. Except for negligence, the Credit Union is not liable for any action it takes regarding the payment or nonpayment of a draft. (4.) Periodic Statement - The Credit Union agrees to send a monthly account statement (unless there are no transactions in a particular month). In any case, you will get a statement at least quarterly. Any objections respecting items shown on the periodic statement of this account are waived unless made in writing to the Credit Union on or before the end of 30 days after the statement is mailed. You agree that paid drafts shall be the property of the Credit Union and will not be returned to you. (5.) Application of Uniform Commercial Code - Unless a contrary provision appears elsewhere in this agreement, you agree the following provisions of the Uniform Commercial Code will govern the rights and duties between the parties as if the Credit Union were a bank for the purpose of the following provisions: Uniform Commercial Code (Code of Alabama, Title 7) 7-4-205, 7-3-208, 7-4-303, 7-4-401, 7-4-403, 7-4-405, 7-4-406, and 7-4-407. The immediately preceding sections of the Uniform Commercial Code are expressly incorporated herein as aforesaid but all other sections of Article 4 of the Uniform Commercial Code are hereby expressly agreed not to be controlling of the rights and duties between you and the Credit Union. Upon receiving a request from the member(s), the Credit Union shall make available to you a copy of any paid draft charged to the account. The member(s) agree(s) that the availability of obtaining a copy of a paid draft upon request to the Credit Union constitutes a reasonable manner for purposes of the above Section 7-4-406 in which the Credit Union may make available paid drafts. The Credit Union may charge for this service in accordance with the fees established by the Board of Directors. (6.) Service Charge - The Credit Union shall not impose a service fee on the account unless the account balance falls below One Thousand Dollars (\$1,000). If the balance falls below One Thousand Dollars (\$1,000), a nominal service charge of Five Dollars (\$5.00) per month will be imposed. (7.) Insurance - This account is not covered by Share Savings insurance. The funds in the account shall be insured up to \$100,000 as part of the individual's total deposit balance at MAX Credit Union by the National Credit Union Administration, an agency of the Federal Government. (8.) Amendments and Terminations - The Credit Union has the right to amend this agreement at any time by giving appropriate notice prior to the effective date of amendment. The Credit Union shall also have the right to terminate this account and to terminate all its liability hereunder by mailing a draft for the balance of the account to the address of any of the owners. (9.) Collectible Items-All non-cash items credited to the account shall be credited conditionally subject to their final payment, and such items may be charged back at any time until the proceeds thereof and monies have actually been received by the Credit Union. The Credit Union has the right to decline payment or delay payment of any withdrawal or drafts drawn against such credit. (10.) Ownership - If more than one person signs this agreement, you agree to create by this agreement a joint ownership with rights of survivorship in this account. If joint ownership exists, you hereby agree with each other and with the Credit Union that all sums now paid in/on deposit or hereto or hereafter paid in/on deposit by any or all said joint owners to the credit as such joint owners with all accumulations thereof shall be owned by them jointly, with rights of survivorship and shall be subject to withdrawal or receipt by any of them, and payment to any of them or the survivor or survivors shall be valid and discharge the Credit Union from any liability for such payment. You agree that the right or authority of the Credit Union under this agreement should not be changed or terminated for said owner or owners for any of them except by written notice through the Credit Union and shall not affect transactions heretofore made.

Compounding and crediting. Dividends will be compounded monthly and will be credited monthly. If you close your Private Reserve Money Market account, before dividends are credited you will not receive accrued dividends. **Minimum balance requirements.** The minimum balance required to open this account is \$2,500. You must maintain an average daily balance of \$2,500 in your account to receive dividends. If your balance falls below \$1,000 on any day during a month a \$5.00 fee will be assessed for that month. **Balance computation method.** Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. **Fees and charges.** The following fees and charges may be assessed against your account: (a.) Statement copies - \$1.00 per statement; (b.) Check overdraft and over three checks per month - \$26.00 each; (c.) Copy of check - \$1.00 each; (d.) Copy of history - \$2.00 each; (e.) Wire transfer - \$12.00 per transfer; (f.) MAX Teller Check - 4.00 each; (g.) Minimum balance violation - \$5.00 per month for each month that account is below \$1,000; (h.) Stop Payment Order \$26.00 per order. (i.) Returned deposit item - \$3.00 each. (j.) Levy/Garnishment fee - \$50.00. (k.) Special Services Fee: \$2.00 per phone branch inquiry for account balance, share drafts cleared, and direct deposit postings when inquiry can be done electronically. (l.) Phone Branch Transfer Fee: \$2.00 per phone branch fund transfer when transfer can be done electronically. **Transaction limitations.** During any statement period, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer or telephonic order or instruction. No more than three of the six transfers may be made by check, draft, debit card, if applicable, or similar order to a third party. If you exceed the transfer limitations set forth above in any statement period, your account will be subject to closure by the credit union or to a fee of \$26.00 per item.