

date, or a rate selected by MasterCard® from the range of rates available in wholesale currency markets for the applicable processing date, increased by a percentage (currently 1%). This fee assessment is in addition to the Bank's International ATM fee that may apply.

If you receive a credit or deposit a check or electronic fund transfer, including without limit wire or ACH, to your account in foreign currency, we may, at our option, reject, accept or accept on a collection basis and, if accepted, credit your account of the foreign currency exchange rate imposed on us on the Business Day the credit or deposit is received by us. This exchange rate may be different from the exchange rate in effect on the day you made or accepted the debit, credit, or check transaction. If any such debit (including check) or credit is reversed for any reason, we will reverse the transaction at the foreign exchange rate imposed on us on the date of the reversal. You agree to pay any additional out-of-pocket charges assessed in connection with processing your request or reversal of any such request.

Gender, Singular and Plural

Any references in this agreement to gender include masculine, feminine, and neuter. Unless otherwise indicated by the context, any singular references include the plural and any plural references include the singular.

Identification and Taxpayer Identification Number Certification

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 you: When you open an account, we will ask for your legal name, street address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Without limiting the foregoing, in compliance with federal law or applicable Bank requirements, when you establish your account relationship with us or in connection with any transaction, you are required to provide us with information and documentation satisfactory to us in our discretion to identify yourself, other signers on the account and, if applicable, the organizational status of your business or organization. This may include, without limit, one or more forms of unexpired photo identification and fingerprints. U.S. citizens and resident aliens are required to provide us with, and certify, a Taxpayer Identification Number (TIN) and backup withholding status with the Internal Revenue Service. Individuals who are not U.S. citizens or residents and foreign entities must certify their foreign exempt status from time to time and, if requested by Bank, provide proof of foreign residency in a form deemed acceptable by the Bank in its sole discretion.

We may be required to file an information return with the IRS to report, for example, interest income paid to you and may so report whether or not we are required to do so. Refer to the Taxpayer Information section of these Account Disclosures and Regulations for more information.

When you want to process a transaction or make an inquiry with respect to an account, we may require you to present such identification as we may specify from time to time. Without limiting the foregoing, we may ask that you use an ATM Card, Debit Card and PIN assigned in our record to you as a means of identification, whether or not the account on which you are conducting your transaction or inquiry is linked to such card. If you use a touch pad to enter your name, other identification, account number or signature to confirm transaction with a bank employee, such use will not be

considered use of an access device and such are not subject to the Electronic Fund Transfer Agreement and Disclosures section of these Account Disclosures and Regulations.

Inactive Accounts

Bank may assess a monthly Inactive Account Fee and any other fees applicable to such account on inactive and dormant accounts, except where prohibited by law. In the event such causes the balance to be reduced to zero, your account may be closed without notice or delay. Bank reserves the right to assess a fee to accounts for which there has been no monetary transactions (other than fees, interest or other Bank initiated activity), if and as set forth in the Statement of Fees applicable to your account. The time period of inactivity that must elapse prior to the fee being assessed is also set forth in the Statement of Fees applicable to such account.

Insurance of Accounts/Pass-Through Insurance

Two different financial institutions operate under the name "Washington Mutual"; they are 1) Washington Mutual Bank (WMB), at the time of publication also operating under the name Washington Mutual Bank, FA (WMBFA), with financial centers in AZ, CA, CO, CT, FL, GA, ID, IL, NJ, NV, NY, OR, TX, UT and WA and also operating under the name Provident National Bank, which operates branches in NH; and 2) Washington Mutual Bank fsb (WMB fsb), which operates financial centers in ID and UT. WMB and WMB fsb are related as they are direct or indirect subsidiaries of Washington Mutual, Inc., but they are not the same company.

Deposits of Washington Mutual Bank, Washington Mutual Bank, FA and Provident National Bank are combined for FDIC insurance purposes as they are one and the same company. For purposes of the \$100,000 limit on FDIC insurance coverage, deposits in WMB and WMB fsb are each insured separately and are not added together for FDIC insurance purposes.

Under federal law, whether an employee benefit plan deposit is entitled to per-participant (or "pass-through") deposit insurance coverage (excluding SEPs which are not subject to pass-through insurance coverage) is based, in part, upon the capital status of the insured institution at the time each deposit is made. Specifically, "pass-through" coverage is not provided if, at the time an employee benefit plan deposit is accepted by an FDIC insured bank or savings association, the institution may not accept brokered deposits under the applicable provisions of the Federal Deposit Insurance (FDI) Act. Whether an institution may accept brokered deposits depends, in turn, upon the institution's capital level. If an institution's capital category is either "well capitalized" or is "adequately capitalized" and the institution has received the necessary broker deposit waiver from the FDIC, then the institution may accept brokered deposits. If an institution is either "adequately capitalized" without a waiver from the FDIC or is in a capital category below "adequately capitalized", then the institution may not accept brokered deposits.

The FDI Act and FDIC regulations provide an exception from this general rule on the availability of "pass-through" insurance coverage for employee benefit plan deposits when, although an institution is not permitted to accept brokered deposits, the institution is "adequately capitalized" and the depositor receives a written statement from the institution indicating that such deposits are eligible for insurance coverage on a "pass-through" basis. The availability of "pass-through" insurance coverage for employee benefit plan deposits also is dependent upon the institution complying with FDIC's recordkeeping requirements.

The Bank's capital category currently is "well capitalized". Thus, in our best judgment, employee benefit plan deposits are currently eligible for "pass-through" insurance coverage under the applicable

- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: account number, check number, dollar amount, and date posted.

TAXPAYER INFORMATION

Information Reporting: As a payer of interest on deposit accounts, we are required to report to the Internal Revenue Service (IRS) and appropriate state tax authorities interest earned on any account in the amount of \$10.00 or more, any interest penalties, and any withholding of Federal income tax under the backup withholding rules. We report to these agencies under the first name listed on the account unless you instruct otherwise, using the Taxpayer Identification Number (TIN) you provided when you opened your account, unless you later provide us with an updated TIN certification.

Taxpayer Identification Number ("TIN")

In order to open an account, we require that you provide us with a TIN, certified under penalty of perjury, or certification of foreign status. Proper completion of the *Master Account Agreement* or other form we provide to you requesting TIN certification using the TIN of the person or entity listed on the first ownership line, fulfills the TIN certification requirement. For individuals, the TIN is the Social Security Number. For businesses and most other non-individuals, the TIN is the Employer Identification Number (EIN) (Refer to the section below titled *Privacy Act Notice* for a description of the appropriate TIN to be used.) Individuals who are not U.S. citizens or residents, and foreign entities, must certify their foreign exempt status from time to time and, if requested by Bank, provide proof of foreign residency in a form deemed acceptable by the Bank in its sole discretion.

Backup Withholding

Persons, such as Washington Mutual, making payments of interest after 1992 are required to withhold and pay to the IRS a certain percentage (currently 28%) of payments of interest under certain conditions. This is called "backup withholding". Backup withholding is not an additional tax; any amount withheld is paid to the IRS and can be claimed as a credit on your federal income tax return. Interest payments you receive from us will be subject to backup withholding if:

1. You do not furnish us with your TIN, OR
2. The IRS notifies us that you furnished an incorrect TIN, OR
3. We are notified by the IRS that you are subject to backup withholding because you failed to report all your interest or dividends on your tax return, OR
4. You fail to certify to us that you are not subject to backup withholding under (3) above (this applies to accounts opened after 1/1/84 only), OR
5. You fail to certify your TIN (this also applies only to accounts opened after 1/1/84).

Exempt Recipients

Payers specifically exempt from backup withholding on ALL payments include the following:

- A corporation,
- An organization exempt from tax under Section 501(c)(3), or an IRA or a custodial account under Section 403(b)(7),
- The United States or any agency or instrumentality thereof,

- A state, the District of Columbia, a possession of the U.S., or any political subdivision or instrumentality thereof,
- A foreign government, a political subdivision of a foreign government, or an agency or instrumentality thereof,
- An international organization or any agency or instrumentality thereof,
- A foreign central bank of issue,
- A dealer in securities or commodities required to register in the U.S. or a possession of the U.S.,
- A real estate investment trust,
- An entity registered at all times during the tax year under the Investment Company Act of 1940,
- A common trust fund (as defined in Section 584(a)),
- A financial institution,
- A nominee or custodian,
- A trust exempt from tax under Section 664 or described in Section 4947.

In addition, interest paid on deposits to accounts owned entirely by individuals who are not citizens or residents of the United States may or may not be reported to the tax authorities as determined by the Bank at its discretion, except that the Bank is required to report interest paid to Canadians. If the Bank is given proper certification, these types of accounts will not be subject to backup withholding. To establish this, each Accountholder must show that they are not a citizen or resident of the United States by completing a Certificate of Foreign Status (W-BBEN) which is available at any Bank branch. A new Certificate of Foreign Status will be required at least every three years, or interest earned on the account will be reportable and backup withholding will apply. If you become a U.S. resident or citizen after opening your account, you must notify us within thirty (30) calendar days of your change in status and provide us with a certified TIN.

Certification Requirements

- **Interest Accounts** - You must sign the certification on the *Master Account Agreement* or complete IRS Request for Taxpayer Identification Number and Certification (Form W-9) to certify your TIN or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN, you must cross out any inapplicable items in the certification prior to signing the certification.
- **Exempt Payers and Payments** - If you are exempt from backup withholding you should complete the Request for Taxpayer Identification Number and Certification (W-9) to avoid erroneous backup withholding. By signing the W-9, you are certifying that the information that you provide us is true. If you are a non-resident alien or foreign entity not subject to U.S. withholding on income and backup withholding, you must provide us with a Certificate of Foreign Status of Beneficial Owner (IRS Form W-BBEN).

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