OMB Control # 1510-0073

ETA
Electronic Transfer Account

Financial Agency Agreement

The undersigned financial institution, _____ [name of institution], a _____ [type of institution], (hereafter "Institution") hereby applies to the Department of the Treasury ("Treasury") for designation as a Financial Agent of the United States for the purpose of offering and maintaining Electronic Transfer Accounts (ETAs℠). This agreement, which shall be executed on behalf of Treasury by its Fiscal Agent, the Federal Reserve Bank of Dallas (hereafter "Reserve Bank"), is made pursuant to 31 CFR § 208.5, as amended from time to time, which is incorporated by reference herein.

Representations and Warranties. Institution represents and warrants to Reserve Bank and Treasury that:

1. Authority. Institution possesses under its charter and the regulations issued by its chartering authority either general or specific authority to offer and maintain ETAs℠.

2. Execution and Delivery. The execution and delivery of this Agreement and the offering and maintenance of ETAs℠ by Institution is authorized by due action of its board of directors, as evidenced by the resolutions of such body, submitted with this Agreement.

3. Insured Status. Institution is a financial institution, the deposits of which are insured by the Federal Deposit Insurance Corporation under 12 U.S.C. Chapter 16 or the member accounts of which are insured by the National Credit Union Share Insurance Fund under 12 U.S.C. Chapter 14, Subchapter II.

4. Year 2000 Readiness. Institution meets the standards for Year 2000 system readiness established by the Federal Financial Institutions Examination Council (FFIEC).

Obligations of Institution. Institution hereby agrees as follows:

1. Offering of ETAs℠. Within 60 days of the date of execution of this Agreement by Reserve Bank, or as otherwise agreed to in writing by the Reserve Bank, Institution will commence the offering and maintenance of ETAs℠ in accordance with the requirements set forth in the ETA℠ Notice dated July 16, 1999 and published in the Federal Register at 64 FR 38510, as may be amended from time to time (hereafter

"Notice"). The Notice is incorporated by reference in this Agreement. Institution will offer ETAs℠ at all of its branch locations.

2. Insured Status. For the duration of the term of this Agreement, Institution shall maintain its status as a financial institution, the deposits of which are insured by the Federal Deposit Insurance Corporation under 12 U.S.C. Chapter 16 or the member accounts of which are insured by the National Credit Union Share Insurance Fund under 12 U.S.C. Chapter 14, Subchapter II.

3. Account Opening. Except as provided in subparagraphs (a) and (b), Institution shall open an ETA℠ for any Eligible Individual who requests an ETA℠ and who authorizes the deposit of Eligible Payments to the ETA℠. Institution may establish account-opening procedures for the ETA℠ provided that the procedures do not conflict with any provision of this agreement. "Eligible Payment" means any electronically transferred Federal benefit, wage, salary, or retirement payment. "Eligible Individual" means any individual who receives a Federal benefit, wage, salary, or retirement payment.

   (a) Institution shall not open an ETA℠ for any individual if Institution does not have authority under its charter to maintain a deposit or share account for the individual.

   (b) Institution is not required to open an ETA℠ for any individual if:

   (i) Institution is aware that the individual previously was the owner of an ETA℠ that was closed because of fraud at Institution or any other financial institution, or

   (ii) Institution, for reasons of account misuse, previously closed an ETA℠ held by the individual at Institution.

4. Fees. Institution may charge the holder of an ETA℠ a fixed monthly account fee in an amount established by Treasury and set forth in the Notice (hereafter "Monthly Fee"). Institution may not charge any other fee in connection with any required attribute of the ETA℠ listed in the Notice. Subject to the foregoing restriction, Institution may charge the holder of an ETA℠ other account-related fees that Institution usually and customarily charges to its other retail customers. Examples of such fees include (but are not limited to): fees for ATM withdrawals in excess of the minimum specified in the Notice; replacement card fees; and account research fees. Institution may impose such fees at its customary rates; provided, however, that the amount of any overdraft fee may not exceed the amount established by Treasury and set forth in the Notice. All fees shall be disclosed in accordance with the requirements set forth in paragraph 10(a) of this Agreement.

5. Set Off. Institution shall not exercise any right of set off against an ETA℠ for any obligation of the account holder to Institution, except that Institution may set off against an ETA℠: (a) the Monthly Fee; (b) any fee(s) incurred by the holder of an ETA℠ in connection with the maintenance of the ETA℠ as provided in this Agreement; (c) any amount mistakenly credited to an ETA℠ by Institution and to which the account holder has no legal right; (d) the amount of any overdraft on an ETA℠; and (e) any amount for which the account holder is liable under Regulation E, including any amount provisionally credited to the ETA℠ by Institution in accordance with Regulation E for which Institution determines, after investigation, that the holder of the ETA℠ is liable.

6. Additional Deposits. Institution may offer recipients who open ETAs℠ the option of depositing to the ETA℠ other funds in addition to electronic Federal benefit, wage, salary, and retirement payments. At its discretion, Institution may limit such other deposits to electronic deposits, may allow recipients to deposit checks and/or cash in addition to other electronic deposits, and may specify whether deposits can be made by mail, at an ATM, and/or over the counter. Notwithstanding any other provision of this Agreement, Institution may not charge a fee in connection with this option.

7. Payment of Interest. Institution is not required to pay interest on ETA℠ balances, but may elect to do so in its sole discretion. Institution may not require a minimum balance in connection with the payment of interest. If Institution offers both interest-bearing and non-interest-bearing ETAs℠, Institution may charge a different Monthly Fee for the interest-bearing and non-interest-bearing ETAs℠, but may in no case charge a Monthly Fee that exceeds the maximum amount specified by Treasury in the Notice. If Institution, in order to establish the ETA℠ as a NOW account, reserves the right to require the account holder to provide at least seven days' written notice prior to withdrawal of any funds in the ETA℠, Institution shall not exercise this right with respect to any ETA℠ holder unless Institution requires such notice of all its NOW account holders. If Institution pays interest on an ETA℠, Institution shall provide the disclosure set forth in paragraph 10(d) of this Agreement to the holder of the account.

8. Access Arrangements. Institution shall not enter into any arrangement with any non-financial institution provider of payment services, other than a national or regional ATM/POS network, for the purpose of providing access to payments deposited to an ETA℠ maintained by Institution.

9. Account Closing. Institution may close an ETA℠ where Institution has cause to believe that fraud has occurred in connection with the account or that the account has been misused. A determination that fraud or misuse has occurred shall be based on, and consistent with, Institution's usual and customary criteria for closing accounts. Such criteria may include (but shall not be limited to): where Institution determines that fraud has occurred after conducting the investigation required under Regulation E; excessive overdrafts; negligence in safeguarding an ATM and/or POS card or PIN number; or failure to pay an overdraft within a reasonable period of time. Institution

shall not close any ETA℠ for any reason other than fraud or misuse unless (a) so requested by the holder of the ETA℠; (b) the ETA℠ ceases to be used for the receipt of Eligible Payments; or (c) this Agreement is terminated in accordance with its terms.

10. Disclosures.

(a) Prior to opening an ETA℠, Institution shall provide to the holder of the account the following disclosures, which shall be made clearly and conspicuously in writing in a form the account holder may retain:

(i) the amount of any fee(s) that Institution may impose on the holder of the ETA℠ in accordance with this Agreement;

(ii) a list of Institution's local ATM and branch locations, hours of service, and telephone numbers; and

(iii) the following disclosure regarding attachment of an ETA℠:

"Many Federal benefit payments, including Social Security benefits, Supplemental Security Income benefits, Veteran's benefits, and Railroad Retirement benefits, are protected from attachment under Federal law. This means that your creditors do not have the right to have these funds taken out of your ETA℠. There are a few exceptions, however. For example, funds in your ETA℠ can be taken to satisfy child support or alimony obligations you owe. [If you deposit funds other than Federal benefit payments to your ETA℠, your creditors may be able to have those funds taken out of your account, but your Federal benefits would still be protected.][1]

If we/[name of Institution] receive an order of attachment, garnishment, or levy, we will immediately send you a copy of the order and the name of the creditor and contact person, if any.

If you have questions about a creditor's right to remove funds from your ETA℠, contact your benefit agency or your local legal services organization."

(iv) In addition, if Institution pays interest on an ETA℠, Institution shall provide the following disclosure to the holder of the account:

"Under Federal regulations, financial institutions that offer interest-bearing transaction accounts (including ETAs℠) must reserve the right to require you to provide at least seven days' written notice prior to withdrawing any funds in your

[1] This sentence should be included in disclosure only if Institution permits additional deposits to the ETA℠.

ETA℠. We/[name of Institution] agree that we will not require this notice from you unless we require it for all interest-bearing transaction accounts we offer."

(b) Institution shall provide the following disclosure in its account agreement with the ETA holder:

"[Name of Institution] is required by the Department of the Treasury to ensure that your ETA℠ meets certain criteria and to provide you with certain disclosures about your ETA℠. These obligations are set forth in an ETA℠ Financial Agency Agreement between [name of Institution] and the Department of the Treasury. The text of the ETA℠ Financial Agency Agreement is publicly available and is published in the Federal Register at 64 FR 38510, dated July 16, 1999."

11. Provision of Information. Institution shall complete and provide to Reserve Bank the enrollment form attached to this Agreement. Institution shall report to Treasury by the 15th day of each month the number of ETAs℠ opened and closed by Institution during the previous month and the number of ETAs℠ open at the Institution as of the end of the previous month (hereafter "Monthly Report"). Institution shall also provide an account number for the Institution to which payment shall be made. In addition, Institution shall provide Treasury with such information and documentation as reasonably may be required from time to time, including internal audit reports, in order for Treasury to verify the number and status of ETAs℠, facilitate payment of Set Up Fees, and ensure compliance with the terms of this Agreement.

Use of ETA℠ Mark. Treasury grants to Institution a license to use the ETA℠ mark in advertising and promoting ETAs℠ in accordance with the graphics standards established by Treasury (hereafter "Graphics Standards"). Treasury shall provide to Institution one or more logos containing the ETA℠ mark that Institution must display in each branch, in accordance with the Graphics Standards. Treasury has the right to revoke such license immediately if Treasury, in its sole discretion, determines that Institution is using the ETA℠ mark in a misleading or inappropriate manner. Institution's license to use the ETA℠ mark shall cease upon termination of this Agreement.

Set Up Fee. Treasury shall pay Institution a one-time fee, the amount of which shall be determined by Treasury and published in the Notice, for each ETA℠ that Institution establishes for an Eligible Individual (hereafter "Set Up Fee"). Treasury shall pay the Set Up Fee within 30 days of receipt of the Monthly Report documenting the number of ETAs℠ opened.

No Liability. Institution acknowledges that, except for the payment of the Set Up Fee (as defined above), neither Reserve Bank nor Treasury shall have any liability to Institution for any loss or liability incurred by Institution in connection with or resulting from opening or

maintaining an ETA℠ or the actions of any holder of an ETA℠, including any loss to Institution resulting from fraud or misuse of an account.

Amendment. Treasury may amend this Agreement at any time upon 60 days prior written notice to Institution.

Term and Termination. The term of this Agreement is two years from the date of its execution by Reserve Bank; provided, however, that the term of this Agreement shall be extended automatically and without any action by either party for subsequent one-year terms unless Institution informs Reserve Bank and Treasury of its intent to terminate the Agreement at least 60 days prior to the end of any term, by written notice to the following addresses:

Director, Program Compliance Division
Financial Management Service
401 14th Street, N.W., Room 424
Washington, D.C. 20227

Federal Reserve Bank of Dallas
Securities Department
P.O. Box 655906
Dallas, TX 75265-5906

Treasury may terminate this Agreement at any time prior to the expiration of its term upon written notice to Institution. Institution may not terminate this Agreement prior to the expiration of its initial or any subsequent term without Treasury approval. Upon termination of this Agreement, Institution shall provide all assistance necessary to effect the orderly transfer of ETAs℠ to another financial institution. Treasury may extend a termination date if, in Treasury's sole discretion, additional time is required to complete the orderly transfer of accounts.

Limited Purpose Designation. Institution acknowledges that by entering into this Agreement Institution shall be designated as a Financial Agent of United States exclusively for the purpose of offering and maintaining ETAs℠, and not for any other purpose.

Execution. Institution shall mail a duly executed original of this Agreement, together with all attachments, to the following address:

Federal Reserve Bank of Dallas
Securities Department
P.O. Box 655906
Dallas, TX 75265-5906

Institution agrees that upon its execution by the Federal Reserve Bank of Dallas, acting as Fiscal Agent of the United States, this document shall evidence the agreement entered into between the Secretary of the Treasury and Institution.

Signed on behalf of Institution by the undersigned corporate officer, who certifies that he/she is duly authorized to execute this document as evidenced by the attached resolutions of the

_____.
Governing Body

By: _____
Signature

_____
Name of Institution

_____
Name and Title of Authorized Officer (Print)

_____
Street Address

_____
Telephone Number

_____
City or Town, State

_____
Date

Designation

The undersigned, on behalf of the Federal Reserve Bank of Dallas, acting as Fiscal Agent of the United States, hereby designates _____ as an ETA℠ Financial Agent under the terms of this agreement commencing on the date indicated below.

Federal Reserve Bank of Dallas as Fiscal Agent of the United States.

By: _____
Signature

_____
Name and Title of Official (Print)

_____
Date

BURDEN ESTIMATE STATEMENT

We estimate that it will take you about two hours to complete the monthly report referred to in paragraph 11 of this Agreement. You are not required to provide the information requested unless a valid OMB control number is displayed on this form. Comments or suggestions regarding the above estimate or ways to simplify this form should be forwarded to Financial Management Service, Administrative Programs Division, Room 144, 3700 East West Highway, Hyattsville, MD 20782 and the Office of Management and Budget, Paperwork Reduction Project 1510-0073, Washington, DC 20530.

ATTACHMENT A

OFFICER'S CERTIFICATE

RESOLUTIONS AUTHORIZING FINANCIAL INSTITUTION AGREEMENT AND APPLICATION FOR DESIGNATION AS FINANCIAL AGENT FOR THE OFFERING OF ETAs℠

This is to certify that, at a meeting of the _____ of
Type of Governing Body, e.g., Board of Directors
undersigned financial institution, _____, a
Name of Institution
_____, which meeting was duly called and held on the _____
Type of Institution
day of _____, ____, a quorum being present, the following resolutions were duly adopted; and are reflected in the attached minutes of the meeting.

1. That, after review of the "ETA℠ Financial Agency Agreement," in accordance with 31 CFR § 208.5 and the Notice dated July 16, 1999 and published in the Federal Register at 64 FR 38510, this financial institution is authorized to apply for designation as a Financial Agent of the United States for the purpose of offering and maintaining ETAs℠.

2. That _____ of the undersigned financial
Name and Title of Authorized Officer
institution hereby is authorized and directed to apply for designation of the financial institution as a Financial Agent for the purpose of offering and maintaining ETAs℠ by execution of the ETA℠ Financial Agency Agreement, and to submit said agreement and application to the Federal Reserve Bank of Dallas.

3. That these resolutions and attached minutes, and the ETA℠ Financial Agency Agreement, are official records of the financial institution and will be maintained continuously as such.

In witness whereof, I have hereunto signed my name and affixed the seal of this financial institution.

_____
Name of Financial Institution

_____
Address

_____
Signature of Certifying Officer

Electronic Transfer Accounts (ETAs℠)
Enrollment Form

In accordance with Paragraph 11 of the ETA℠ Financial Agency Agreement, this information is being collected by the Department of the Treasury to develop an electronic listing of designated ETA℠ providers. This listing will allow Federal payment recipients to ascertain the names and locations of financial institutions that offer ETAs℠ within the recipients' zip code areas. Recipients can access this information through a voice response unit or the ETA℠ Internet web site. In order to be accurately listed as an ETA℠ provider, please complete the information requested below.

Financial Institution Headquarters Information

Name: _____

Address: _____

_____

_____

Customer Service Telephone Number: _____

(Optional) *(The customer service telephone number is the central telephone number for public inquiries concerning the financial institution's* ETA℠ *offering and its branch locations. This telephone number will be published on the Internet at http://www.eta-find.gov.)*

Primary Financial Institution Contact

(The following information will be used for Government purposes only.)

Name: _____

Title: _____

Telephone No.: _____

Routing and Transit Number: _____

(The Routing and Transit Number will be used to access branch location information for the financial institution from the National Information Center (NIC) Database of the Federal Reserve System. ***Note to Thrifts and Credit Unions:*** *Your branch locations may not be included on the NIC database. Please attach a listing of all full service locations to this form so that these locations may be added to the listing of designated* ETA℠ *providers.)*

Effective Date

Effective Date: _____

(The effective date is the date by which the financial institution will begin offering the ETA℠ to eligible recipients. The name and address of the financial institution and its branches will be posted on the listing of designated ETA℠ providers as of this effective date.)