

Addendum to Business Service Agreement for New Hampshire IOLTA Client Trust Account



Member Number		Name of Lawyer/Law Firm	
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The Lawyer or Law Firm named above ("Account Owner") is establishing a client trust account with EastRise Federal Credit Union ("Credit Union") pursuant to the Interest on Lawyers Trust Account ("IOLTA") program of the New Hampshire Bar Association ("New Hampshire Bar") and the New Hampshire Bar Foundation. Account Owner agrees to the following terms of this IOLTA Trust Account Addendum:

- 1. Agreements Governing Account.** Account Owner agrees the IOLTA Trust Account will be subject to and governed by the following: (i) Rule 1.15 of the New Hampshire Rules of Professional Conduct, (ii) New Hampshire Supreme Court Rule 50, (iii) all required IOLTA Program forms, policies and procedures of the New Hampshire Supreme Court and the New Hampshire Bar Foundation, and (iv) the Credit Union's Business Service Agreement, Funds Availability Policy, EFT Agreement, and any amendments.
- 2. Interest Ownership of Earnings.** Account Owner agrees that the New Hampshire Bar Foundation owns the entire beneficial interest in account earnings, and has the exclusive right to the account earnings generated, minus a reasonable service charge or fee, on any IOLTA Trust Account.
- 3. Account Terms.** Account Owner agrees the following account terms shall supersede any contrary account terms provided in the Business Service Agreement or Account Card.
 - a. No overdraft protection service will be offered or established for the account.
 - b. The Credit Union will not exercise its statutory lien, security interest, or right to setoff on the account for any delinquent loan or other obligation of the Account Owner.
 - c. If an item is presented for payment from the account against insufficient funds, Account Owner agrees and authorizes the Credit Union to notify the New Hampshire Supreme Court Attorney Discipline Office pursuant to the requirements of the Supreme Court Rule 50.

Signature		Date
Lawyer/Law Firm	By (Printed Name)	Title