

EXPLANATION AND GUIDE FOR COMPLETING THE TRUST ACCOUNT SIGNATURE CARD

NOTE: The Trust Account Signature Card is not to be used for Totten Trusts, POD designations, individual or joint accounts, or accounts opened under the Uniform Transfers to Minors Act.

Top: Enter the Date the Trust Account Signature Card is being signed by the trustor(s)/trustee(s). Enter the “Member Number” at the Credit Union. Enter the names of the accounts(s) that will be part title in the name of the trust, such as regular shares, checking, money market, time share certificate accounts, and their corresponding identifiers (e.g., suffixes).

Section 1: Using the Trustee’s Certification of Trust document completed by the trustee(s), enter the name of the trust, the date the Trust Instrument was executed, and the name of the settlor(s)/trustor(s) who executed the Trust Instrument.

Note: The Trust Account Signature Card is not designed to permit the trust itself to become a member of the Credit Union. As such, the settlor/trustor (i.e., member) must maintain at least the minimum share account balance in his/her regular individual share account and retain his/her individual membership. If the settlor/trustor does not want to do this, then the trust itself must join the Credit Union (see the discussion of “Trust Membership” at **Chapter 4** of the California Trust Accounts Manual).

The trustee(s) should indicate whether the trust is revocable or irrevocable.

Section 1 also details the membership requirements of the settlors/trustors and beneficiaries in the case of both revocable and irrevocable trusts.

The Credit Union should not review the Trust Instrument or keep copies of the document on file. See comments to Section 11 below.

Sections 2 through 4: Fill in the requested information of all trustors, trustees, and successor trustees. If any of these persons does not have a driver’s license, verify that person’s ID using another document or by non-documentary means in accordance with the Credit Union’s Customer Identification Program procedures, as required by the USA PATRIOT Act.

Section 5: Enter the requested information of all beneficiaries of the trust.

Note: It is not uncommon for the trustor(s) to object to identifying beneficiaries on the signature card and Trustee’s Certification of Trust on “privacy” grounds. While obtaining the identities and contact information for the trustor(s), trustee(s) and successor trustee(s) is critical to the administration of the trust, beneficiary information may or may not be. For example, and depending on the circumstances, a failure to designate beneficiaries may jeopardize share insurance coverage. If the trustor(s) object to providing this information, and the Credit Union is still amenable to opening the Trust Account, write “declined to provide” in this section.

Section 6: This section clarifies that the Credit Union reserves the right to interplead funds in the case of disputed ownership.

Section 7: This section places the responsibility on the trustors and trustees to notify the Credit Union if there is any change in the Trust Instrument which would affect the Trust Account Signature Card (such as a change in trustees or beneficiaries). In the event of a superseding change in the Trust Instrument, such as a change in trustors, trustees, successor trustees, and/or beneficiaries, the Credit Union must insist that a new Trust Account Signature Card be completed with all pertinent information properly filled in. The Credit Union must also obtain a new Trustee’s Certification of Trust. This section also places the responsibility on the trustors/trustees to notify the Credit Union of address changes for the prompt delivery of statements and other Credit Union documents.

Section 8: This section allows any individual trustee named on the Trust Instrument to transact on the accounts of the trust subject to Section 13.

Section 9: This section allows for transactions by oral or written instructions of the trustee(s).

Section 10: In this section, the trustees should specify if they do not have the power to borrow against trust funds or other assets. Otherwise, the Trust Account Signature Card assumes that they have this power and the Credit Union may enter into loan transactions with the trustees on that basis. The provisions on the Trust Account Signature Card will control the nature of the business relationship between the Credit Union and the trust. Therefore, if the trustees certify on the Trust Account Signature Card that they do not have the power to borrow on trust funds and try to pledge or otherwise use trust funds as security at a later date, the Credit Union should refuse to do so (unless the trustees file a superseding Trust Account Signature Card in which they certify that they are authorized to borrow against assets of the trust).

Section 11: This section sets out the procedure in the event the Trust enters into a secured loan transaction with the Credit Union and a copy of the Trust Instrument is required by a third party, such as a title company. It is important that the Credit Union not review the Trust Instrument or keep a copy in its files.

Section 12: This section provides that when the trust obtains a loan from the Credit Union either a member/trustor or a member/trustee must sign the loan documentation as an individual maker together with the trustees on behalf of the trust. In this manner, the Credit Union may lend to the trust an amount which exceeds the amount of shares the trust has on account at the Credit Union because a “natural” person has signed as a maker.

Section 13: In the event of death or incapacity of a trustor or trustee, this section places the responsibility on a successor trustee named in the trust to provide the necessary documentation prior to transacting business as the new trustee. This section also allows the Credit Union to proceed under the terms of the current Trust Account Signature Card until the Credit Union receives written notice of changes (new Trust Account Signature Card).

Section 14: This section specifies that if the successor trustees are not members of the Credit Union, they must become members of the Credit Union within 90 days after the death, resignation, or incapacity of the trustee(s) or the Credit Union should close the Trust Account and mail a check to the successor trustees for the balance of the account made payable to the successor trustees as trustees for the trust. On the other hand, if the successor trustees are or become members of the Credit Union within 90 days after they become the successor trustees, the Credit Union may retain the Trust Account, but the successor trustees must sign a new Trust Account Signature Card and new Trustee’s Certification of Trust.

Sections 15 and 16: Section 15 makes clear that the Credit Union is only a depository institution and has no duty to act as a trustee for the funds, whereas Section 16 provides that the Credit Union is to be indemnified and held harmless for the actions of the trustors/trustees/beneficiaries.

Section 17: This section clarifies that the Credit Union is relying upon the information provided by the trustors/trustees in acting under the Trust Account Signature Card. It also allows the Credit Union to require the trustee(s) to execute and provide a Certification of Trust at any time.

Request For Taxpayer Identification Number: This section is a “Request For Taxpayer Identification Number” and corresponds to IRS Form W-9. You are required to obtain a tax identification number for an irrevocable Trust. This number will usually start with the numerals “95- ____” referred to as an EIN (Employer Identification Number). Generally, in the case of a revocable trust, the trustor(s)/trustee(s) will use the Social Security Number of the trustor. For further information on Taxpayer Identification Numbers, we suggest you consult the instructions to IRS Form W-9. The TIN must be furnished by the trust parties and the Credit Union is not required to inquire about the TIN provided. Any questions by the trust parties regarding the proper TIN to give the Credit Union should be referred to the parties’ attorney or tax adviser.

Statement in CAPS: This is self-explanatory, reaffirming the fact that the Credit Union gives neither legal nor tax advice.

Signatures of Parties: Type in the name of all trustors and trustees and have each of them sign the document. You will note that the trustors and trustees are required to sign under penalties of perjury that they have the authority and are empowered to transact for the trust. This Certification should protect the Credit Union in the event the trustee violates his or her fiduciary duties to the trust.

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Trustee's Certification of Trust

I/We, _____, being of legal age,

certify under penalty of perjury that:

I/We am/are presently serving as trustee(s) of the

_____ (name of trust),

executed on _____ (date).

1. The name(s) of the person(s) who created the trust ("settlor(s)" or "trustor(s)") are:

_____.

2. The name(s) of all current trustee(s) of the trust are:

(1) _____, (2) _____.

3. The name(s) of all successor trustee(s) of the trust are: 1st _____,

2nd _____, 3rd _____.

4. The Trust Identification No. (Social Security No. or Employer Identification No.) is:

_____ or _____

5. The trust is a Revocable Irrevocable trust. If revocable, the names of all persons who have any power to revoke, terminate, or amend the trust are: _____.

6. The trust is in full force and effect and has not been revoked, modified, or otherwise amended in any manner which would cause the representations in this Certification to be incorrect.

7. The trustee(s) who sign below, acting alone or jointly, are authorized and empowered to transact business of any kind in connection with the trust's accounts at the Credit Union. It is agreed that any transaction by the trustees, acting alone or jointly, shall be valid and discharge the Credit Union from any liability.

8. This Certification is made pursuant to California Probate Code Section 18100.5.

I/We certify under penalties of perjury that the person(s) signing below are all of the current trustees of the trust.

(1) Trustee _____ (2) Trustee _____

On _____ (Date)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California

County of _____

On _____, before me, _____, Name and Title of Officer
(e.g., "Jane Doe, Notary Public")

Personally appeared _____,(Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal Above

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Trust Account Signature Card

Date:	Member Number:
All account(s) listed below will be titled in the name of the trust.	

	ACCOUNT #	ACCOUNT TYPE	ACCOUNT #	ACCOUNT TYPE
ACCOUNTS:	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____

Important Information About Procedures for Opening a New Account

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 name, 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.

SECTION 1: TRUST INFORMATION

The funds in trust for the above referenced accounts are controlled by the Trust Instrument entitled

(Name of Trust) _____ executed on

_____ by _____, trustor(s).

The trustee(s) on behalf of the trust and with the trustor(s) named below agree to conform to the Credit Union's bylaws, the terms and conditions of this Trust Account Signature Card, as well as the Member Account Agreement and Disclosure, receipt of which is hereby acknowledged and which are incorporated herein by this reference.

The trust referred to above is: **Revocable** **Irrevocable**

If this is a revocable trust, one or more trustor(s) is/are member(s) of the Credit Union. If this is an irrevocable trust, either the trustor or beneficiary must be members of the Credit Union or, in the case of multiple trustors or beneficiaries, all the trustors or all of the beneficiaries must be members of the Credit Union. All accounts opened in the name of the trust belong solely to the trust. No transfer of voting rights or other membership privilege is permitted by virtue of a transfer of shares. Accounts are not transferable, as defined in 12 CFR Part 204. It is understood that the trust under this Trust Account Signature Card has no voting rights at any membership meeting, although the individual member/trustor(s) retain their personal voting rights if they retain individual membership at the Credit Union.

THE CREDIT UNION HAS NOT RECEIVED A COPY OF THE TRUST INSTRUMENT AND SHALL IN NO EVENT BE LIABLE FOR ITS CONTENTS. Trustee(s) and not the Credit Union assume full responsibility for enforcing the provisions of the Trust Instrument.

SECTION 2: TRUSTOR INFORMATION

Name	Date of Birth	Place of Birth		
Address	City	State	Zip	
Social Security Number	Driver's License #	State	Issue Date	Exp. Date
Employer	Occupation			
Phone Number	Cell Number	Work Number	Email Address	

Name	Date of Birth	Place of Birth		
Address	City	State	Zip	
Social Security Number	Driver's License #	State	Issue Date	Exp. Date
Employer	Occupation			
Phone Number	Cell Number	Work Number	Email Address	

SECTION 3: TRUSTEE INFORMATION

If all trustees are the same as all trustors listed in the prior section, you need to only check this box:

Name	Date of Birth	Place of Birth		
Address	City	State	Zip	
Social Security Number	Driver's License #	State	Issue Date	Exp. Date
Employer	Occupation			
Phone Number	Cell Number	Work Number	Email Address	

Name	Date of Birth	Place of Birth		
Address	City	State	Zip	
Social Security Number	Driver's License #	State	Issue Date	Exp. Date
Employer	Occupation			
Phone Number	Cell Number	Work Number	Email Address	

SECTION 4: SUCCESSOR TRUSTEE INFORMATION

Trustee(s) affirm that successor trustee(s) is/are bound under the Trust Instrument to serve and are authorized and fully qualified to act as trustee(s) in the event that all of the trustee(s) named above resign, die, become incapacitated, or otherwise become unable to act as trustee(s) of the trust. This Trust Account Signature Card will not be approved unless successor trustee(s) are designated below.

IF THERE ARE TWO OR MORE CO-TRUSTEES, THE CO-TRUSTEES ACKNOWLEDGE AND AGREE THAT THE CREDIT UNION MAY HONOR TRANSACTIONS INITIATED BY ANY INDIVIDUAL CO-TRUSTEE, ALL CO-TRUSTEES JOINTLY, OR BY ANY COMBINATION OF CO-TRUSTEES. IN ACCORDANCE WITH SECTION 8 BELOW, THE CREDIT UNION CANNOT HONOR ANY REQUEST THAT ALL CO-TRUSTEES MUST ACT JOINTLY.

Successor Trustee Name (1)	Address	DOB	SSN
Successor Trustee Name (2)	Address	DOB	SSN
Successor Trustee Name (3)	Address	DOB	SSN

SECTION 5: BENEFICIARY INFORMATION

Beneficiary Name (1)	Address	DOB	SSN
Beneficiary Name (2)	Address	DOB	SSN
Beneficiary Name (3)	Address	DOB	SSN
Beneficiary Name (4)	Address	DOB	SSN
Beneficiary Name (5)	Address	DOB	SSN
Beneficiary Name (6)	Address	DOB	SSN
Beneficiary Name (7)	Address	DOB	SSN
Beneficiary Name (8)	Address	DOB	SSN
Beneficiary Name (9)	Address	DOB	SSN

Section 6: In the event that all named trustee(s) and successor trustee(s) die, resign, become incapacitated, refuse to act, or the Credit Union receives conflicting instructions, the Credit Union reserves the right to interplead any and all funds held in accounts opened under this Trust Account Signature Card and to deduct its attorneys' fees for the interpleader action from the Trust Account funds.

Section 7: If there is a change in the parties or terms of the trust, including, but not limited to, a change in trustors or trustees, all trustor(s) and trustee(s) agree to execute a new Trust Account Signature Card. Such change shall not be effective until the Credit Union has received a properly completed and executed Trust Account Signature Card and has had a reasonable opportunity to act on it. In the event of a change of address of trustors/trustees, the trustee(s) agree to notify the Credit Union promptly of such change(s).

Section 8: The trustee(s) certify that they are duly appointed under the Trust Instrument and that, by the authority vested in them under the Trust Instrument, any trustee, acting alone or jointly, is authorized and empowered to transact business of any kind in connection with the trust's accounts at the Credit Union. It is agreed that any transaction by the above-named trustee(s), acting alone or jointly, shall be valid and discharge the Credit Union from any liability.

Section 9: Trustee(s) may authorize the transaction of any business on accounts held at the Credit Union in the name of the trust by their oral or written instruction to the Credit Union. Trustee(s) may obtain funds from the trust's accounts in their names or the names of third parties upon trustee's(s') written or oral instruction.

Section 10: Trustee(s) may receive, take possession of, release, assign, mortgage, pledge, hypothecate, or otherwise use assets of the trust as security for a loan from the Credit Union or any other purpose except as specifically set forth below:

Section 11: If the trustee(s) named on this Trust Account Signature Card obtain a loan from the Credit Union and the Trust Instrument must be examined by a third party (for example, a title company), the Credit Union agrees to forward a copy of the Trust Instrument from the trustee(s) to the third party only if trustee(s) present a sealed envelope containing the Trust Instrument to the Credit Union. The Credit Union will not accept copies of the Trust Instrument that are not in a sealed envelope. Further, the Credit Union will not keep any Trust Instrument in its files or be liable for the contents of a Trust Instrument. The trustee(s) shall sign on a form designated by the Credit Union that the Credit Union has received the Trust Instrument in a sealed envelope when the trustee(s) present(s) the Trust Instrument to the Credit Union.

Section 12: Trustee(s) agree that if they obtain a loan from the Credit Union and use trust assets as collateral, then the trustor(s) or the trustee(s), as members of the Credit Union, will, by signing all documents relating to the loan, obligate themselves as individuals in addition to signing the loan documents in their capacity as trustee(s) on behalf of the trust.

Section 13: Trustee(s) agree to promptly notify the Credit Union if any of the trustor(s) or trustee(s) resign, die or become incapacitated. Prior to any successor trustee(s) transacting business on accounts held at the Credit Union in the name of the trust (including any withdrawal), the successor trustee(s) must provide the Credit Union with either a letter of resignation signed by the existing trustee(s), a judicial declaration of incapacity, or a certified copy of the death certificate for the trustee(s). The successor trustee(s) must complete a new Trust Account Signature Card as well as a Certification of Trust pursuant to California Probate Code section 18100.5. Death, resignation, or incapacity of any trustee or trustor shall not revoke the authority of the Credit Union to act under this Trust Account Signature Card until written notice of the death, resignation, or incapacity has been presented to the Credit Union and the Credit Union has had reasonable opportunity to act on it. However, upon presentation of a certified copy of a trustee's(s') death certificate(s), resignation, or judicial declaration(s) of incapacity, the Credit Union is authorized to act upon the designated successor trustee(s) instructions in accordance with the terms of this Trust Account Signature Card.

Section 14: Successor trustee(s) shall close all accounts opened under this Trust Account Signature Card within 90 days after receiving notification of death, resignation, or incapacity of the trustee(s). Credit Union is authorized, but not required, to close any accounts opened under this Trust Account Signature Card upon the 91st day after receiving notice of the trustee's(s') death(s), and mail a check to the designated successor trustee(s), for the balance of the account and made payable to the designated successor trustee(s) as trustee(s) for the above-named trust. The parties may be able to maintain the Trust Accounts at the Credit Union under a new Trust Account Signature Card. See a Credit Union account representative for eligibility.

Section 15: Trustor(s) and trustee(s) acknowledge and agree that the Credit Union's sole obligation to the trustor(s)/trustee(s) is as a depository institution and is a debtor/creditor relationship. Nothing in this Trust Account Signature Card or in the Trust Instrument shall be construed to impose any duties or obligations whatsoever upon the Credit Union as a trustee or other fiduciary under the Trust Instrument or otherwise.

Section 16: The trustor(s) and trustee(s) hereby agree for the trust, themselves, and all trust beneficiaries for the life of the trust and the statutory life of any cause of action involving any account of the trust to indemnify and hold harmless the Credit Union from any and all claims, suits, actions, damages, judgments, costs, charges, and expenses, including, but not limited to, court costs and attorneys' fees, resulting from any and all liability, loss, or damage of any nature whatsoever that the Credit Union shall or may sustain resulting from the establishment, maintenance, or transaction of any business on any Trust Account at the Credit Union. The trustor(s) and trustee(s), on behalf of the trust, agree to pay any necessary expenses, attorneys' fees, or costs incurred in the enforcement of this Trust Account Signature Card.

Section 17: Trustor(s) and trustee(s) acknowledge and agree that the Credit Union is relying upon the statements, representations, and warranties made by the trustor(s) and trustee(s) contained in this Trust Account Signature Card, and that the Credit Union shall not be responsible in any way for verifying either the existence, validity, or legality of the trust itself or the authority or powers of the trustee(s) under the governing Trust Instrument to establish, maintain, or transact any business on the Trust Accounts. The Credit Union reserves the right at any time to require the trustee(s) to execute and provide a Certification of Trust pursuant to California Probate Code Section 18100.5, in form and substance acceptable to the Credit Union, affirming the existence of the trust and the authority and powers of the trustee(s) thereunder.

Section 18: This Trust Account Signature Card incorporates the full and complete understanding concerning the accounts, and the transaction of business thereon, at the Credit Union for the above-named trust.

Part I.	Taxpayer Identification Number (TIN)	
<p>Enter your TIN in the appropriate box. For individuals, this is your Social Security Number (SSN). For other entities, it is your Employer Identification Number (EIN).</p> <p><i>Note: If the account is in more than one name, see the chart in the Instructions to IRS Form W-9 for guidelines on "What Name and Number To give the Requestor."</i></p>		<p>Request for Taxpayer Identification Number:</p> <p>Social Security Number</p> <p>_____ or</p> <p>Employer Identification Number</p> <p>_____</p>

Part II.	Certification
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By signing below, you certify, under the penalties of perjury, that:

1. The number shown on this form is your correct Taxpayer Identification Number (or you are waiting for a number to be issued to you, **and**
2. You are not subject to backup withholding because: **(a)** you are exempt from backup withholding, or **(b)** you have not been notified by the Internal Revenue Service (IRS) that you are subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified you that you are no longer subject to backup withholding, **and**
3. You are a U.S. person (including a U.S. resident alien), **and**
4. You are exempt from FATCA reporting.

Certification Instructions: Cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest or dividends on your tax return.

Note: The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature of U.S. person ►

Date ►

THIS TRUST ACCOUNT SIGNATURE CARD AFFECTS YOUR LEGAL RIGHTS. THE CREDIT UNION MAKES NO REPRESENTATION AS TO ANY TAX/PROBATE AVOIDANCE OR FINANCIAL/ESTATE PLANNING ADVANTAGE, BENEFIT, OR RESULT BASED ON THE TRUST ACCOUNT DESIGNATION. IF THE TRUSTOR(S) OR TRUSTEE(S) DESIRE ASSISTANCE OR ADVICE CONCERNING THIS TRUST ACCOUNT SIGNATURE CARD, THE SERVICES OF AN ATTORNEY OR OTHER COMPETENT PROFESSIONAL PERSON SHOULD BE SOUGHT. ALL TRUSTOR(S) AND TRUSTEE(S) MUST SIGN BELOW.

Under penalties of perjury, the trustor(s) and trustee(s) certify that the information on this Trust Account Signature Card is true and correct and agree to its terms and conditions. The trustee(s) also certify that the signatures appearing below are genuine signatures of said authorized persons.

IF THE TRUSTOR(S) IS/ARE ALSO THE TRUSTEE(S) UNDER THE TRUST INSTRUMENT, AND HAVE CHECKED THE BOX IN SECTION 3 ABOVE, THE TRUSTEE(S)/TRUSTOR(S) MAY SIGN ONCE AND CHECK BOTH BOXES UNDER THEIR SIGNATURE.

Signature	As	Trustor	Trustee	Date
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Signature	As	Trustor	Trustee	Date
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Signature	As	Trustor	Trustee	Date
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Signature	As	Trustor	Trustee	Date
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FOR CREDIT UNION USE ONLY

ChexSystems	ODP (A-9notice)
OFAC	Eligibility
CIP	

Opened / Updated byDate

Membership Officer Approval

