

**Jax Federal Credit Union
Trust Agreement**

Account Title:	Account No:
Street:	Trust SSN/TIN:
City/State/Zip:	Phone:
Full Trust Name:	
Date Original Trust Document Executed:	
Settlor Name(s):	
Current Trustee (Member)	SSN:
Name:	Date of Birth:
Current Trustee (Member)	SSN:
Name:	Date of Birth:
Successor Trustee	SSN:
Name:	Date of Birth:
Successor Trustee	SSN:
Name:	Date of Birth:

1. The above named Trust hereby applies for membership in Jax Federal Credit Union. As used in this Agreement, the terms "Settlor," "Trustee," and "Beneficiary" shall mean both the plural and singular when used herein to designate the undersigned and those persons named in the separate Trust Document, whether one or more natural persons. The Settlor(s), Trustee(s) and Beneficiary(ies) shall be in the aggregate referred to as the "Parties" to this Agreement. The undersigned Parties request that JAX FEDERAL CREDIT UNION (hereinafter "Credit Union") establish one or more accounts as indicated for the above-named Trust (the "Trust"), and agree that any such accounts shall be subject to this Agreement and the bylaws, regulations, policies, and other rules and practices of Credit Union now in effect or as amended. The Trustee(s) acknowledges the agreement of all other Parties to the provisions of this Agreement and agrees on behalf of all other Parties.

2. The Parties acknowledge that Credit Union has not received a copy of the Trust Document; but the Parties agree to provide Credit Union with a complete copy of any Trust Document it requests and agree to execute statements that the Trust has not been revoked if requested by Credit Union. The undersigned Trustee(s) warrant and represent the accuracy and completeness of the identification of the Settlor(s), Current Trustee(s) and Successor Trustee(s) listed above (respectively). The undersigned certify that all Parties are eligible for membership in the Credit Union.

3. By this Agreement, the Parties instruct Credit Union to treat each Trustee as owner of the account for all purposes. Credit Union may discharge its obligation as depository by treating a Trustee as the account owner. If more than one Trustee is named, the Parties agree that each Trustee may act alone in transacting any business with Credit Union. If more than one Trustee is named in this Agreement, Credit Union is authorized to release the funds in any of the accounts established pursuant to their respective Account Agreements with Credit Union upon the signature of any one of the Trustees signing this Agreement.

4. The undersigned acknowledge, affirm and agree to the provisions of this Agreement, including those appearing on the reverse side hereof (paragraph number 6 through paragraph number 15).

Settlor	SS#	Date of Birth	Date
Current Trustee	SS#	Date of Birth	Date
Successor Trustee	SS#	Date of Birth	Date

5. In the event Credit Union receives notice of the death, incompetency, resignation or removal of a Current Trustee, the Parties authorize Credit Union to treat any remaining Current Trustee named in this Agreement in the same manner as the Current Trustee, and Credit Union may discharge its obligation as depository by treating the remaining Current Trustee as the account owner. Credit Union may rely upon notice of any such condition given by any Trustee (whether initial or successor) or from any Settlor or Beneficiary without further inquiry; but Credit Union may elect to require further inquiry. Upon receipt of notice of the death, incompetency or resignation of all Current Trustees named in this Agreement, Credit Union may treat any Successor Trustee in the same manner as the Current Trustee, and Credit Union may discharge its obligation as depository by treating any Trustee as the account owner.

6. The Parties agree that the Credit Union in its sole discretion is authorized to interplead the funds at any time (after deducting attorney's fees) which shall discharge Credit Union's obligation as depository.

7. Credit Union has no responsibility to determine whether any Trustee has been appointed and qualified in accordance with the Trust Document or any applicable provision of law. Credit Union shall not be responsible for determining whether any transaction authorized by any Trustee is in accordance with or authorized by any applicable law and/or by the Trust Document. Credit Union shall not be obligated to inquire into the validity or propriety of any instrument executed by or instructions given by any Trustee. Any document signed by Trustee whether or not it designates the Trustee's capacity as Trustee or agent shall be an authorized transaction of Trustee in Trustee's capacity as Trustee or Agent.

8. Any payment authorized by any Trustee or Successor Trustee shall be valid and shall discharge Credit Union from any liability for the sums paid. Credit Union has no duty to determine the use of any funds paid as authorized by any Trustee. Credit Union may require that all disbursements shall be made payable to any Trustee, all Trustees, any Beneficiary or all Beneficiaries or any combination of these parties.

9. The Settlor may revoke the Trust, after written notice of which Credit Union will deal with Settlor(s) as owner.

10. Each of the Parties agrees to defend as well as to indemnify and hold Credit Union harmless from any and all claims, suits, actions, damages, judgments, costs, charges and expenses, including court costs and attorney's fees, against any and all liability, loss and damage of any nature whatsoever that Credit Union shall or may sustain resulting from the establishment, maintenance and transaction of any business related to the accounts established pursuant to this Agreement. Each of the Parties agrees to pay any necessary expenses, attorney's fees or costs incurred in the enforcement of this indemnification and hold harmless agreement. All parties agree that Credit Union may interplead or otherwise request a court to determine ownership of any funds held by it if Credit Union believes there is a dispute or the Credit Union otherwise believes a court should determine to whom it should deliver the funds. If Credit Union does interplead or otherwise request a court to determine ownership of the funds, the parties agree that any costs incurred by Credit Union, including, but not limited to, attorney fees and court costs, will be paid from the funds in the accounts and may be withdrawn by Credit Union prior to paying out account funds and applied to reimburse Credit Union for such costs.

11. The Parties warrant that the Trust Document does not in any way conflict with this Agreement. The Parties hereby warrant that each account established and maintained in Credit Union by the Settlor and/or Trustee is established and maintained in a manner that is wholly consistent with the governing Trust Document and all federal and state law. Each of the Parties represents and warrants that the Trust Document imposes no responsibility or obligation on Credit Union other than as a depository for the Trust Funds. Credit Union does not have and shall not be charged with notice of any terms or provisions of the Trust Document. The provisions set forth in this Account Agreement, together with the provisions of any Account Agreements and any other agreements established under this account number or sub-accounts; solely define the obligation of Credit Union.

12. The above signatories hereby acknowledge their consent and agreement to the above stated terms of this Agreement for themselves individually and as fiduciaries if applicable and for all Beneficiaries of the Trust whether current, contingent or future and all of the heirs and assigns of these persons.

13. The above signatories Trustee(s) warrant and represent that he/she/they are all of the current Trustee(s) of the Trust. In the event that anyone claims to be a successor Trustee, Credit Union has the discretion to do any of the following: accept such representation without documentation; require further documentation that such person is the Successor Trustee; require further consents by other Trustees; require consents or acknowledgments by Beneficiaries; interplead the funds into a court of competent jurisdiction; file other litigation regarding Credit Union's obligation to deal with the claims of Successor Trustee; or take other actions calculated to assure Credit Union that any action is appropriate. The costs incurred by Credit Union in the filing or pursuing any interpleader or any other litigation shall be paid from this account and any initial attorney's fees or costs may be deducted from any funds paid into court.

14. By signing this Agreement, I/we agree to the terms and conditions of the Membership and Account Agreement, Truth-in-savings Rate and Fee Schedule, Funds Availability Policy Disclosure, if applicable, and to any amendment the Credit Union makes from time to time which are incorporated herein. I/we acknowledge receipt of a copy of the Agreement and Disclosure applicable to the accounts and services requested above. If an access card or EFT service is requested and provided, I/we agree to the terms of and acknowledge receipt of the Electronic Funds Transfer Agreement.

15. I/We request that all dividends paid or credited on the account(s) I/we establish be reported as required by government tax agencies under the Taxpayer Identification Number (T.I.N.) that appears above except when I/we have certified another T.I.N. for an account that is to be separately reported. Under penalty of perjury, I/we certify that:

- (1) The number shown on this form is the correct Taxpayer Identification Number for the Trust and;
- (2) (Check if paragraph applicable)
 - ☐ Neither I/we nor the Trust is subject to backup withholding either because I/we have not been notified by the Internal Revenue Service (IRS) that I/we or the Trust is subject to backup withholding as a result of a failure to report all interest or dividends or the IRS has notified me that the Trust is no longer subject to backup withholding; or
 - ☐ Neither I/we nor the Trust is subject to backup withholding.
 - ☐ The Trust is exempt from backup withholding
- (3) I am a U.S. citizen or other U.S. person. For federal tax purposes, you are considered a U.S. person if you are: an individual who is a U.S. citizen or U.S. resident alien; a partnership, corporation, company, or association created or organized in the United States or under the laws of the United States; an estate (other than a foreign estate); or a domestic trust (as defined in Regulations section 301.7701-7).

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 and dividends on your tax return. Cross out item 3 and complete a W-8 BEN if you are not a U.S. citizen.