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Idaho Falls, ID 83403  
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**FIDUCIARY ACCOUNTS  
APPLICATION & AGREEMENT**

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ACCOUNT TYPE	NAME	SOCIAL SECURITY NUMBER OR T.I.N.
	ADDRESS	

**Fiduciary Information:**

NAME	PHONE	SOCIAL SECURITY NUMBER OR T.I.N.	OCCUPATION
ADDRESS			
N/A NAME	PHONE	SOCIAL SECURITY NUMBER OR T.I.N.	OCCUPATION
ADDRESS			

**TIN AND BACKUP WITHHOLDING CERTIFICATION Complete the following section:**

Under penalties of perjury, I certify that the number shown on this Application as my Social Security Number or TIN is my correct taxpayer identification number, and that (check applicable boxes):

I am not subject to backup withholding due to failure to report interest and dividend income  
 I am subject to backup withholding  
 I am a U.S. Citizen  
 I am not a U.S. Citizen and agree to complete a W-8 or other applicable form.

**IF YOU ARE OPENING A TRUST ACCOUNT AS INDICATED ABOVE, THE FOLLOWING APPLIES:**

Trustee Certification & Agreement. By signing this Application, Trustee (whether one or more) certifies that he/she is the duly authorized Trustee for the Trust named herein, and is duly authorized to open accounts, transact business, encumber or pledge Trust accounts and assets, and execute agreements with the credit union. Trustee and any Successor Trustee agrees to present appropriate and complete Trust documents and any other documentation as requested by credit union from time to time.

Under the terms of the document(s) creating and governing the trust, any one trustee (including a successor trustee that has assumed the role of trustee) is authorized without limitation to make any instruction or execute any transaction on an account owned by the trust as if the trustee owned the account personally and alone. The trustee certifies that the terms of the trust documents are not in conflict with any term contained in this document. Trustee understands and agrees that the accounts listed above are owned by the Trust.

The credit union is authorized to comply with the direction of any one trustee concerning any transaction or instruction on an account. Requests for withdrawal, orders for payment or other transactions on the trust's account(s) evidenced by the trustee's signature may be honored even if the trustee omits the title "trustee" from his or her signature or otherwise fails to indicate a representative capacity, the intent being that the trustee is acting in a representative capacity. We have no duty to inquire or investigate regarding the use or purpose of any transaction or the propriety or impropriety of any action taken by the Trustee.

The credit union reserves the right to require written consent of all trustees for any transaction on an account, including a transfer or withdrawal of funds, or for a change or termination of an account. If the credit union receives notice concerning a dispute over an account or inconsistent instructions from trustees, the credit union may suspend or terminate the account or require a court order or written consent from all trustees to act. The trustee(s), personally and as representative for the trust, agrees to indemnify and hold the credit union harmless from any and all claims, suits, actions, damages, judgments, liabilities, losses, costs, charges and expenses, including court costs and attorney's fees that the credit union shall or may sustain resulting from a trustee's misconduct or misrepresentation.

By signing this Application, Trustee agrees and understands that he is signing on behalf of the Trust and has no voting rights in the Credit Union in connection with his representative capacity and must qualify in his personal capacity in order to become a member of the Credit Union.

**SIGNATURES**

By signing below, the Fiduciary named herein agrees to the terms and conditions of this Fiduciary Account Application and Agreement and to any amendments that may be made to it from time to time. Fiduciary further agrees to abide by the Bylaws of the Credit Union, and any future amendments thereto. Fiduciary authorizes Credit Union to verify or obtain further information about the Fiduciary or the person or estate for which the account is opened as it may deem necessary, including through the use of reports obtained from consumer reporting agencies. Fiduciary also agrees to provide all documentation required by Credit Union in order to establish Fiduciary's authority to act on behalf of the Protected Person, including but not limited to death certificates, guardianship documents, etc., and Fiduciary understands and agrees that Credit Union will not establish a fiduciary account without such required documentation. The parties further acknowledge that the provision of all financial services to the account holder or Fiduciary by the Credit Union is subject to qualification and approval. Fiduciary further acknowledges receipt of all of the disclosures and agreements applicable to the accounts and services requested herein and agrees to abide by those disclosures and agreements, all of which are incorporated by reference herein.

**Suspension of electronic services and access to share or deposit accounts.** By signing below, you understand and agree that we may suspend some or all electronic services and access to your checking or other account(s) if you become delinquent on any of your loan or deposit obligations to us or you cause a loss to us, in accordance with applicable law. We shall not be liable to you in any regard in connection with such suspension of services.

**IMPORTANT NOTICE 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. This means that 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 will also ask to see your driver's license or other identifying information.

**THE INTERNAL REVENUE SERVICE (IRS) DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISION OF THIS DOCUMENT OTHER THAN THE CERTIFICATION REQUIRED TO AVOID BACKUP WITHHOLDING.**

SIGNATURE OF FIDUCIARY	DATE
X	

SIGNATURE OF FIDUCIARY	DATE
X	

MEMBER LAST NAME:

MEMBER FIRST NAME:

ACCOUNT NUMBER:

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## FIDUCIARY ACCOUNT AGREEMENT

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As used herein (i) the words "we", "our", and "Credit Union" means Frontier Credit Union, (ii) "you" and "Fiduciary" means a custodian for a minor child under the Idaho Uniform Transfer to Minors Act, a personal representative of a decedent's estate, a court appointed conservator or guardian, a trustee under a trust, or a Representative Payee for Social Security funds as that term is defined and governed by the Social Security Administration rules; and (iii) "Protected Person" means an individual (including a Social Security Beneficiary), trust or estate for which a Fiduciary has been duly appointed.

Under the Idaho Uniform Transfers to Minor Act the custodian is not an account owner; acts on behalf of child only. Custodian's authority shall cease & minor shall have full control of account when minor reaches age of 21. Funds in this account may not be given as security.

### Products and Services

Various types of deposit products and services will be available to an account opened by a Fiduciary. However, depending on the type of fiduciary relationship, some products and services will not be available.

### Documentation

In order to open an account the Fiduciary agrees to provide such documentation as is required by the Credit Union in accordance with its policies and procedures or opinion of its counsel. The Credit Union reserves the right to refuse membership or an account to a Fiduciary when the Fiduciary fails to provide adequate documentation.

### Representations of Fiduciary

Fiduciary represents the following: (i) a court order or other document establishing the fiduciary relationship is in full force and effect and it has not been revoked or amended in any manner which would cause the representations made herein to be inaccurate or incorrect; (ii) the named Fiduciary is qualified to act, and is acting as Fiduciary, and is authorized to open this account and complete other documents for the receipt of financial services from the Credit Union on behalf of the Protected Person; (iii) the Fiduciary shall not transact any personal financial transactions on any accounts for which he or she is acting in a fiduciary capacity; and (iv) Fiduciary will send written notice of any change in the Fiduciary's authority or powers, or of an amendment or modification of the document(s) establishing the fiduciary relationship which would cause the representations made herein, or any other representations made to the Credit Union, to be or become inaccurate or incorrect.

The Credit Union may rely on these representations and any instructions by the Fiduciary and act in accordance therewith in any respect affecting the account or Protected Person before or after termination of the fiduciary relationship, unless and until it receives a written notice of any events affecting the Fiduciary's powers described above or in any documents required by the Credit Union.

### Distribution of Accounts

If a Fiduciary Account has been opened, you as Fiduciary understand and agree that the Credit Union may distribute funds pursuant to the terms of a court order, or in accordance with other terms of any legal document subject to the applicable provisions of the state or federal law conferring or granting fiduciary status under which the Fiduciary is acting.

### Acknowledgement of Fiduciary Responsibility

Fiduciary acknowledges and understands his or her legal obligations as a fiduciary and as more fully set forth in state or federal law conferring or granting fiduciary status under which the Fiduciary is acting. You further agree to conduct all business with the Credit Union on behalf of the Protected Person in accordance with state and federal laws as well as any orders of any court of competent jurisdiction.

### Indemnification

To the extent authorized by law, Fiduciary hereby jointly and severally (if more than one) holds the Credit Union and each of its officers, directors, employees, agents, and affiliates harmless and indemnifies them against any claims, judgments, settlement amounts, or other liabilities or costs of defense or settlement, including attorney's fees arising out of or related to any alleged or actual improper or unsuitable actions taken at the instruction of Fiduciary in connection with the account or for any distribution of assets to any person or entity. This indemnification is made by the Fiduciary both in his or her capacity as a Fiduciary and individually, and shall not be limited by any other independent documentation. If a Fiduciary provides instructions or an order to the Credit Union that the Credit Union reasonably believes might expose it to claims, suits, losses, expenses, liability, or damages, it may refuse to follow the instruction or order.

### Legal Advice

Fiduciary acknowledges that in connection the formation of the fiduciary relationship and the opening of and transacting business on any accounts with Credit Union that the Credit Union has not provided the Fiduciary or any other person connected with the fiduciary relationship, the Protected Person, or assets of the Protected Person with legal, tax, or estate planning advice. Fiduciary acknowledges the opportunity to independently consult with legal counsel regarding the fiduciary relationship and the legal and tax consequences or estate planning issues related to opening and transacting business on accounts with Credit Union.

### Withdrawals

All sums paid to the credit union on shares/deposits (less setoffs allowed by law and/or provided by contract) shall be paid on proper withdrawal demand. Such demand must be made by the Fiduciary, as indicated on the Membership Card for Accounts Opened by Fiduciaries or the Membership Card for Revocable Trust Accounts. The Credit Union has no obligation to monitor the further distribution of any funds withdrawn from the account. Only methods approved by the Credit Union may be used to make withdrawals from the account.

### Checking Account Agreement

The Fiduciary may establish a checking account if the Credit Union offers such accounts for the type of fiduciary relationship. The Credit Union is authorized to pay checks signed by any Fiduciary and to charge any payment against the Checking Account. Any electronic debit initiated by a third party against this account is deemed authorized by the Fiduciary if the Fiduciary voluntarily gives the third party information about the account and the Credit Union's routing number.

### Other Agreements

Fiduciary agrees to the terms and conditions of all other agreements applicable to the account with the Credit Union, including, but not limited to, the Privacy Notice; Funds Availability Policy; Electronic Funds Transfer Agreement; and Truth-in-Savings Disclosure and Rates & Fees Schedule. If any provisions of those agreements conflict with this Fiduciary Account Agreement, the Fiduciary Account Agreement shall govern.