



Membership # \_\_\_\_\_

# TRUST APPLICATION AND AGREEMENT

## 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 you to identify me. We may also ask to see your drivers license or other identifying documents.

\_\_\_ Revocable \_\_\_ Irrevocable

1. The undersigned, as trustee(s) for funds for the above reference accounts are controlled by the Trust Instrument entitled:

Living Trust executed on \_\_\_\_\_, requests and authorizes Denali. A Division of Nuvision Credit Union dba Nuvision Credit Union to establish a trust account on the terms and conditions set forth below and the trustee(s) on behalf of the Trust and with the trustor(s) named below agree to conform to the terms and conditions contained within the Credit Union's Truth-in-Savings Disclosure, if applicable. This account shall be governed by applicable state, federal and local laws and regulations, and the articles of incorporation, Charter, Bylaws, rules, and regulations and practices of the Credit Union, each as amended from time to time.

2. 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 or in the case of multiple trustors or beneficiaries, all the trustor(s) or 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 12CFR Part 204. It is understood that the trust under this Account Agreement has no voting rights at any membership meeting, although the individual member/trustor(s)/trustee(s) retain their personal voting rights if they retain individual membership at the Credit Union.

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

4. The name, social security number, date of birth of all Trustors:

Trustor 1 Name	Social Security Number	Date of Birth
Trustor 2 Name	Social Security Number	Date of Birth

5. The name, address and social security number, phone numbers, and date of birth of all Trustee(s).

Name	Social Security No	Identification	Number	State	Issue Date	Expiration Date	Date of Birth	Profession/Job Title
Street Address	City	State	Zip	Contact Phone#	Work Phone #	E-mail Address		
Name	Social Security No	Identification	Number	State	Issue Date	Expiration Date	Date of Birth	Profession/Job Title
Street Address	City	State	Zip	Contact Phone#	Work Phone #	E-mail Address		
Name	Social Security No	Identification	Number	State	Issue Date	Expiration Date	Date of Birth	Profession/Job Title
Street Address	City	State	Zip	Contact Phone#	Work Phone #	E-mail Address		

6. 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 Account Agreement will not be approved unless successor trustee(s) are designated below:

Name	Social Security No	Address	Date of Birth	CU Member? ___
Name	Social Security No	Address	Date of Birth	CU Member? ___
Name	Social Security No	Address	Date of Birth	CU Member? ___

7. Any deposit account, (EXCEPT INDIVIDUAL RETIREMENT ACCOUNT-IRA) can be held in trust. The credit Union is merely a depository for the funds held in trust. Establishing an account that is to be included in the trust is the same as establishing any other account. Only the trustees who have signed the Trustee's Account Agreement can transact on the account. Any subsequent account(s) opened at the Credit Union in the name of the Trustee will be governed by this Application and the terms and conditions herein.

8. In the event that all trustor(s)/trustee(s) and successor trustor(s)/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 Application and Agreement and to deduct its attorneys' fees for the interpleader action from the Trust account funds.

## DEBIT/ATM CARD(S)

Debit/ATM Cards are subject to Terms and Condition as outlined in the Denali. A Division of Nuvision Credit Union Electronic Funds Transfer agreement and Disclosure. Debit Cards are issued to accounts having both a checking and savings account. ATM cards are issued to accounts with savings only

Card Requested For: \_\_\_Trustee 1 \_\_\_Trustee 2 \_\_\_Trustee 3

**CHECKING OVERDRAFT PROTECTION**

You authorize the Credit Union to cover any overdraft by a transfer of funds from other accounts owned by you to your checking account, in the order indicated below and in accordance with the terms and conditions of the Membership and Account Agreement Disclosure which are incorporated herein by this reference. You will refer to the Schedules of Fees and Charges for applicable fees and transfer limitations.

Please transfer funds from the following accounts in the order indicated below (place 1, 2 or 3 next to each account type. If not applicable, write N/A).

Transfer from my Trust Savings - Account Number \_\_\_\_\_

\_\_\_\_\_ Transfer from my Trust Money Market - Account Number \_\_\_\_\_

Advance from my Line of Credit up to my credit limit, subject to the terms and conditions of that account, such sum(s) as established by Denali. A Division of Nuvision Credit Union from time to time.

\_\_\_\_\_ Do not provide overdraft protection from any of my accounts.

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

10. 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, they, acting alone or in concert, are authorized and empowered to transfer 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 in concert shall be valid and discharge the Credit Union from any liability. Trustee(s) agree that any account opened at the Credit Union on behalf of the trust shall be governed by the terms of this Account Agreement as well as the Credit Union's Bylaws, additional account agreements and Truth-In-Savings Disclosures, which are incorporated herein by reference.

11. 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 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) written or oral instruction.

12. The 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:

13. If the trustee(s) named on the Trust Account Agreement borrow 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 a 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, which 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 Instruments to the Credit Union.

14. Trustee(s) agree that if they borrow 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 be signing all documents relating to the loan, obligate themselves as individuals in addition to the signatures of the trustee(s) on behalf of the trust.

15. Trustee(s) agree to promptly notify the Credit Union if any of the trustor(s)/trustee(s) 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 pursuant to Section 17 below), the successor trustee(s) must provide the Credit Union with either a letter of resignation signed by the existing trustee(s) or a certified copy of the death certificate for the trustee(s). The successor trustee(s) must complete a new Trust Application and Agreement as well as a Certification of Trust. Death, resignation or incapacitation of any trustor(s)/trustee(s) shall not revoke the authority of the Credit Union to act under the Trust Account Agreement until written notice of death, resignation or incapacitation has been presented to the Credit Union and the Credit Union has reasonable opportunity to act on it. However, upon presentation of a certified copy of trustee(s) death certificate(s), resignation or judicial declaration(s) of incapacity, the Credit Union is authorized to act upon designated successor trustee(s) instructions in accordance with the terms of the Trust Account Agreement.

16. Successor trustee(s) shall close all accounts opened under this Trust Account Agreement with 90 days after receiving notification of death, resignation or incapacity of the trustee(s). The Credit Union is authorized, but not required, to close any accounts opened under this Account Agreement upon the 91st day after receiving notice of the trustee(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 trustor(s)/trustee(s) or the above-named trust. The parties may be able to maintain the Trust accounts at the Credit Union under a new Trust Application and Agreement. See a Credit Union account representative for eligibility.

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

18. All 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 attorney's fees, resulting from any and all liability, loss and damage of any nature whatsoever that the Credit Union shall or may sustain resulting from the establishment, maintenance and transaction of any business or any trust account at this Credit Union. The trustor(s) and trustee(s) on behalf of the trust agree to pay any necessary expenses, attorney's fees or costs incurred in the enforcement of this Trust Application and Agreement.

19. 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 Application and Agreement, 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) there under.

20. The Trust Application and Agreement incorporates the full and complete understanding concerning accounts, and transaction of business thereon at the Credit Union for the trust named in this application.

Recommendation to seek professional advise: THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS, IN PROVIDING THIS AGREEMENT FOR THE ESTABLISHMENT OF THIS ACCOUNT, THE CREDIT UNION MAKES NO REPRESENTATION AS TO ANY TAX PROBATE AVOIDANCE OR FINANCIAL OR ESTATE PLANNING ADVANTAGE, BENEFIT OR RESULTS OF ANY KIND WHATSOEVER IF YOU DESIRE ASSISTANCE CONCERNING THE INTERPRETATION, MEANING OR EFFECT OF ANY OF THE PROVISIONS OF THIS AGREEMENT, YOU SHOULD SEEK THE ADVISE OF AN ATTORNEY OR OTHER COMPETENT PROFESSIONAL.

**REQUEST FOR TAXPAYER IDENTIFICATION NUMBER**

**Membership #**

**PART I Taxpayer Identification Number (TIN)**

I agree to enter my TIN in the appropriate box. For individuals, this is my Social Security Number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, I will refer to the Part I instructions on page 3 of Internal Revenue Service (IRS) form W-9. For other entities, it is my employer identification number (EIN). If I do not have a number, I will refer to **How to get a TIN** on page 3 of IRS form W-9.

**Note:** If the account is in more than one name, I will refer to the chart on page 4 of IRS form W-9 for guidelines on whose number to enter.

Trust Identification Number, Social Security Number, or Employer I.D. Number

**PART II Certification**

Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- (3) I am a U.S. citizen or other U.S. person; and
- (4) I am exempt from FATCA reporting.
- (5) If this box is checked, the above 1-4 of the Tax Certification do not apply because (a) I am not a United States person or (b) I am an individual and am neither a citizen nor a resident of the United States. I will complete the IRS form W-8BEN (c) if this is not checked, I am a U.S. person. (including a U.S. resident alien).

**Certification instructions.** I agree to cross out item (2) above if I have been notified by the IRS that I am currently subject to backup withholding because I have failed to report all interest and dividends on my tax return. For real estate transactions, item (2) does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement account (IRA), and generally, payments other than interest and dividends, I am not required to sign the certification, but I must provide my correct TIN. I will refer to the instructions on page 3 of IRS form W-9.

**The IRS does not require my consent to any provision of this document other than the certifications required to avoid backup withholding. Sign Here**

Signature of U.S. Person \_\_\_\_\_

**Agreements and Signatures**

In this Account Card, "I," "me" and "my" mean each and every person who signs below. "You" and "your" mean Denali. A Division of Nuvision Credit Union dba Nuvision Credit Union. If I currently am not a member, I hereby make application for membership in the Credit Union and certify that I am within the Credit Unions field of membership. I agree that you may retain this Account Card and any other information you may receive. By signing below, I agree:

- (1) That the information provided in this Account Card is accurate, complete and true and the Credit Union may rely on the information in its dealings with me;
- (2) That I will promptly notify you of any changes in my name, address, or employment;
- (3) That you are authorized to verify financial information, data and employment history by any necessary means, including obtaining a consumer report from any consumer reporting agency. I understand that this will assist you, for example, in determining my initial and ongoing eligibility for my account and/or in connection with making future credit opportunities available to me;
- (4) That you are authorized to give information concerning your experience with me to others; and
- (5) That I will conform to your bylaws as well as all terms and conditions set forth in the Agreements & Disclosures, Rate Schedule, and Schedule of Fees & Charges, including any amendments thereto (receipt of which is hereby acknowledged and which is incorporated by this reference).

I understand and agree that this Account Card shall only govern the accounts opened under the Membership Number set forth above. I agree to execute additional signature card(s) to open other account(s) with you.

Under penalties of perjury, the trustor(s)/trustee(s) certify that the information on this form above is true and correct and agree to its terms and conditions. The trustee(s) also certify that the signature(s) appearing below are genuine signatures of said authorized persons. IF THE TRUSTOR(S) IS/ARE ALSO TRUSTEE(S) UNDER THE TRUST INSTRUMENT, AND HAVE CHECKED THE BOX IN SECTION 5 ABOVE, THE TRUSTOR(S)/TRUSTEE(S) MAY SIGN ONCE AND CHECK BOTH BOXES UNDER THEIR SIGNATURE

Trustee(1) Signature \_\_\_\_\_ Date \_\_\_\_\_ Trustee(2) Signature \_\_\_\_\_ Date \_\_\_\_\_ Trustee(3) Signature \_\_\_\_\_ Date \_\_\_\_\_

**CREDIT UNION USE ONLY**

**NEW ACCOUNT QUESTIONNAIRE**

Source of funds open account(i.e. Cash, CheckACH): \_\_\_\_\_ Average Household Income: \$ \_\_\_\_\_

Future transactions will consist of (all that apply):

\_\_\_ Cash (if less than \$3000 then N/A) \_\_\_ Wire (if less than \$3000 then N/A) \_\_\_ ACH \_\_\_ Check \_\_\_ Direct Deposit

ACCOUNT OPENED BY:			SUPERVISOR/MANAGER APPROVAL	
Operator #	Initials	Date	Approved by	Date received



# DENALI

A DIVISION OF NUVISION CREDIT UNION

## List of Accounts to be Included in the Trust

Account Number	Account Type

Trustee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# DENALI. A DIVISION OF NUVISION CREDIT UNION D/B/A NUVISION CREDIT UNION IMPORTANT PRIVACY CHOICES FOR CONSUMERS

You have the right to control whether we share some of your personal information. Read the following information carefully before you make your choices below.

**Your Rights.** You have the following rights to restrict the sharing of personal and financial information with our affiliates (companies we own or control) and outside companies that we do business with. Nothing in this form prohibits the sharing of information necessary for us to follow the law, as permitted by law, or to give you the best service on your accounts with us. This includes sending you information about some other products or services.

**Your Choices.** restrict information sharing with companies we own or control (Affiliates): Unless you say “No,” we may share personal and financial information about you with our affiliated companies.

NO, do not share personal and financial information with your affiliated companies.

Restrict information sharing with other companies we do business with to provide financial products and services: unless you say “No,” we may share personal and financial information about you with outside companies we contract with to provide financial products and services to you.

NO, do not share personal and financial information with outside companies you contract with to provide financial products and services.

**Time Sensitive Reply.** You may make your privacy choice(s) at any time. Your choice(s) marked here will remain unless you state otherwise. However, if we do not hear from you we may share some of your information with affiliated companies and other companies with whom we have contracts to provide products and services.

Print Name: \_\_\_\_\_

Membership Number: \_\_\_\_\_

Signature: \_\_\_\_\_

To exercise your choice do the following:

- Complete, sign and mail to (you may want to make a copy for your records):

Denali. A Division of Nuvision Credit Union  
440 E. 36<sup>th</sup> Avenue  
Anchorage, AK 99503

- Or Fax to 907.222.5825

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[www.denalifcu.org](http://www.denalifcu.org)

800.764.1123 option 3

# FACTS

## WHAT DOES **NUVISION FEDERAL CREDIT UNION d/b/a DENALI. A DIVISION OF NUVISION CREDIT UNION** DO WITH YOUR PERSONAL INFORMATION?

### Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

### What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Account balances and payment history
- Credit history and credit scores

### How?

All financial companies need to share **member's** personal information to run their everyday business. In the section below, we list the reasons financial companies can share their **member's** personal information; the reasons Denali. A Division of Nuvision Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does <b>Denali</b> share?	Can you limit this sharing?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	Yes
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	No	We don't share
<b>For our affiliates' everyday business purposes —</b> information about your creditworthiness	No	We don't share
<b>For nonaffiliates to market to you</b>	Yes	Yes

### To limit our sharing

- Call **800-764.1123 option 3** —our menu will prompt you through your choice(s)
- Visit us online: [www.denalifcu.org](http://www.denalifcu.org)

#### Please note:

If you are a *new member*, we can begin sharing your information **30 days** from the date we sent this notice. When you are *no longer* our member, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

### Questions?

Call **800-764.1123 option 3** or go to [www.denalifcu.org](http://www.denalifcu.org)

## Who we are

### Who is providing this notice?

Denali. A Division of Nuvision Credit Union

## What we do

### How does Denali. A Division of Nuvision Credit Union protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

### How does Denali. A Division of Nuvision Credit Union collect my personal information?

We collect your personal information, for example, when you

- Open an account or deposit money
- Pay your bills or apply for a loan
- Use your credit or debit card

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

### Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

### What happens when I limit sharing for an account I hold jointly with someone else?

Your choices will apply to everyone on your account.

## Definitions

### Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Denali. A Division of Nuvision Credit Union does not share with our affiliates*

### Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Denali. A Division of Nuvision Credit Union does share with non-affiliates so they can market to you.*

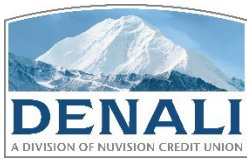
### Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include mortgage bankers, securities broker-dealers, and insurance companies and agents.*

## Other important information

California law limits an institution from sharing information for joint marketing unless we have provided you an opportunity to opt-out of this sharing.



**What You Need to Know about Overdrafts and Overdraft Fees  
(Checking Accounts Only)**

An overdraft occurs when you do not have enough money in your account to cover a transaction, but Nuvision Federal Credit Union dba Denali. A Division of Nuvision Credit Union (hereinafter "Credit Union") pays it anyway. We can cover your overdrafts in two ways:

1. We have standard overdraft practices that come with your account. This is our Bounce! Protection program.
2. We also offer overdraft protection plans, such as a link to a savings account, which may be less expensive than our standard overdraft practices, to learn more, ask us about these plans.

This notice explains our standard overdraft practices (Bounce! Protection program).

**What are the standard overdraft practices (Bounce! Protection Program) that come with my account?**

Credit Union **authorizes and pays** overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number
- Automatic bill payments

Credit Union **does not authorize and pay** overdrafts for the following types of transactions unless you ask us to (see below):

- ATM Transactions
- Debit card transactions

Credit Union pays overdrafts at our discretion, which means we **do not guarantee** that we will always authorize and pay any type of transaction. If we **do not** authorize and pay an overdraft, your transaction will be **declined**.

**What fees will I be charged if Credit Union pays my overdraft?**

Under our standard overdraft practices (Bounce! Protection Program):

- We will charge you a fee of **\$30 each time** we pay an overdraft.
- We will limit the number of charges to **four** fees per day

**What if I want Credit Union to authorize and pay overdrafts on my ATM and everyday debit card transactions?**

If you also want us to authorize and pay overdrafts on ATM and everyday debit card transactions, complete the form below and send it in, or call 800.764.1123 option 3, or visit denalifcu.org.

- 
- YES**, I want Credit Union to authorize and pay overdrafts on my ATM and everyday debit card transactions.
- NO**, I do not want Credit Union to authorize and pay overdrafts on my ATM and everyday debit card transactions.

\_\_\_\_\_  
Member Name

\_\_\_\_\_  
Member Signature

\_\_\_\_\_  
Member Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Account Number

\_\_\_\_\_  
Account Type