

Throughout this Application, the references to "We", "Us", "Our" and "Credit Union" means Publix Employees Federal Credit Union (PEFCU). The words "You" and "Your" mean each person applying for and/or using any of the services described herein. "Account" means any account or accounts established for you as set forth in these Agreements and Disclosures. Words or phrases preceded by a are applicable only if the is marked, e.g., "n/a" means not applicable.

Open Trust Account

1. The Trustee of this Trust, dated as indicated, does hereby open a savings account (the Account) with Publix Employees Federal Credit Union (PEFCU). The undersigned hereby acknowledge(s) that the savings account and all sub-accounts opened under this account number are accounts of the Trust. The term "Trustee" as used herein means and includes not only a single named Trustee but also all co-trustees and successor trustees of the Trust.
2. At least one grantor, if the Trust is revocable, or at least one grantor and one beneficiary, if the Trust is irrevocable, must be, or must be eligible to become, a member of PEFCU.
3. Trustee acknowledges, represents and warrants that Trustee has the power and authority necessary, either by applicable statute or specific power provided in the Trust, to open, maintain, use, close and otherwise deal with the Account for the Trust.
4. If the Trust has less than three (3) Co-Trustees, all transactions between the Trust and PEFCU must be signed by all Co-Trustees, and in the event the Trust has more than two Co-Trustees, then all transactions of the account must be signed by a majority of the Co-Trustees. (Exception: PEFCU will be governed by any provision in the Trust which specifically indicates the number of Trustees required to transact business on behalf of the Trust.)
5. With respect to the Account and any Trust sub-accounts, the Trustee may not delegate the Trustee's power under the Trust to any other person, including to a Co-Trustee or by power of attorney.
6. An executed notarized copy of the Certification/Affidavit of Trust Agreement must be on file with PEFCU at the time of, or prior to, the opening of any account in the name of the Trust. PEFCU shall have the right to rely on such instrument and shall have no obligation to comply with any modifications and/or amendments to the Trust unless and until an executed copy of a Certification/Affidavit of Trust Agreement reflecting such modifications and/or amendments has been delivered to an officer of PEFCU at the branch where the Account has been opened.
7. The Trust hereby affirms and acknowledges that the Trust is in existence and that a notarized copy of the Certification/Affidavit of the Trust is a full, complete and accurate copy of such instrument.
8. PEFCU shall be entitled to act upon the directions and apparent authority of the Trustee without any liability therefor. The Trustee hereby agrees to indemnify and hold harmless PEFCU from any and all liability, except the gross negligence of PEFCU, resulting from, or in connection with, opening, maintenance and/or operation of the Account for the Trust, including payment of any and all checks, deposits, withdrawals or other activity by or on behalf of the Trust by the Trustee. PROVIDED, HOWEVER, PEFCU reserves the right to require Trustee to furnish any other documentation regarding the Trust, including, but not limited to, certified copies of any court orders or papers pertaining to the Trust prior to making any disbursement, transfer or other distribution of any monies from the Account.
9. PEFCU reserves the right to terminate the Account at any time if, in its sole discretion, PEFCU determines it is not in the best interest of PEFCU to continue to maintain the Account.

I Qualify for Membership Through:

My Employer
 Retired
 Existing PEFCU Member-Acct No. _____
 Relative
 Relative First and Last Name (Print) _____ Relationship _____ Phone _____

Account Type (Check All That Apply)

Prime Share/Savings (Required if this is a new account)
 Secondary Savings/Club
 Holiday Club
 Share Certificate/CD
 Share Draft/Checking
 Money Market (\$1,000.00 minimum to open)

TRUST ACCOUNT INFORMATION

Title of Trust (Print) _____ TIN _____

Trustee

Name (Legal Name) First _____ Middle _____ Last _____ Birth Date _____ SSN/TIN _____

Home Phone No. * _____ Cell Phone No. * _____ Preferred Contact Time: Morning Afternoon Preferred Contact Method: Home Phone Cell Phone Work Phone Email

Physical Address (Street, City, State, Zip) _____ At Address Since (Date) _____

Mailing Address (Street, City, State, Zip) (if different from the address above) _____ Mother's Maiden Name _____

Email Address _____

Employer (If retired, from where did you retire?) _____ Hire Date _____

Employer Address _____ Occupation or Type of Business if Self-employed _____ Work Telephone No.* _____

Identification Type: Driver's License Military ID State Issued ID Card US Passport School ID Other _____

Identification Number _____ Country/State of Issue _____ Issue Date _____ Expiration Date _____

Co-Trustee

Name (Legal Name) First _____ Middle _____ Last _____ Birth Date _____ SSN/TIN _____

Home Phone No. * _____ Cell Phone No. * _____ Preferred Contact Time: Morning Afternoon Preferred Contact Method: Home Phone Cell Phone Work Phone Email

Physical Address (Street, City, State, Zip) _____ At Address Since (Date) _____

Mailing Address (Street, City, State, Zip) (if different from the address above) _____ Mother's Maiden Name _____

Email Address _____

Employer (If retired, from where did you retire?) _____ Hire Date _____

Employer Address _____ Occupation or Type of Business if Self-employed _____ Work Telephone No.* _____

Identification Type: Driver's License Military ID State Issued ID Card US Passport School ID Other _____

Identification Number _____ Country/State of Issue _____ Issue Date _____ Expiration Date _____

ADDITIONAL CO-TRUSTEE			
If more than one co-trustee, complete the following information for each additional co-trustee. This information will become part of the Trust Account Application.			
Name (Legal Name) First	Middle	Last	Birth Date
SSN/TIN			
Home Phone No. *	Cell Phone No. *	Preferred Contact Time: <input type="checkbox"/> Morning <input type="checkbox"/> Afternoon	Preferred Contact Method: <input type="checkbox"/> Home Phone <input type="checkbox"/> Cell Phone <input type="checkbox"/> Work Phone <input type="checkbox"/> Email
Physical Address (Street, City, State, Zip)			At Address Since (Date)
Mailing Address (Street, City, State, Zip) (if different from the address above)			Mother's Maiden Name
Email Address			
Employer (If retired, from where did you retire?)			Hire Date
Employer Address		Occupation or Type of Business if Self-employed	Work Telephone No.*
Identification Type: <input type="checkbox"/> Driver's License <input type="checkbox"/> Military ID <input type="checkbox"/> State Issued ID Card <input type="checkbox"/> US Passport <input type="checkbox"/> School ID <input type="checkbox"/> Other _____			
Identification Number	Country/State of Issue	Issue Date	Expiration Date

Required Information	
ALL INFORMATION IN THIS SECTION IS REQUIRED FOR THE ACCOUNT TO BE PROCESSED.	
Account Purpose: <input type="checkbox"/> Household/Living Expenses <input type="checkbox"/> Checking – Describe purpose of Checking _____ <input type="checkbox"/> Savings <input type="checkbox"/> Other _____	
Primary Source of Funds: <input type="checkbox"/> Social Security <input type="checkbox"/> Checks <input type="checkbox"/> Cash <input type="checkbox"/> ACH (Direct Deposit, Payroll, etc.) <input type="checkbox"/> Pension <input type="checkbox"/> Retirement <input type="checkbox"/> Wires <input type="checkbox"/> Other _____	
Do you plan to use our FREE Bill Pay service? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Do you anticipate sending/receiving any wire transfers? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: Domestic, Foreign, or both? _____	
Do you anticipate depositing/withdrawing cash? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Will you send/receive any ACH (Direct Deposit, Payroll, etc.) items? <input type="checkbox"/> Yes <input type="checkbox"/> No	
*Consent to Contact. By providing the Credit Union with a wireless phone number (cell phone), you agree we and/or our third-party debt collectors may contact you by telephone or text message at any telephone number associated with your account, including wireless telephone numbers (i.e. cell phone numbers), which could result in charges to you, in order to service your account or collect any amounts owed to us, excluding any contacts for advertising and telemarketing purposes as prescribed by law. You further agree methods of contact may include use of pre-recorded or artificial voice messages, and/or use of an automatic dialing device. You may withdraw the consent to be contacted on your wireless telephone number(s) at any time by any reasonable means if you have provided a wireless telephone number(s) and have the authority to give the consent. Furthermore, you agree to notify us of any change to the wireless telephone number(s) for which you are providing your consent to be contacted. In order to help mitigate harm to you and your account, we may contact you on any telephone number associated with your account, including a wireless telephone number (i.e. cell phone number), to deliver to you any messages related to suspected or actual fraudulent activity on your account, data security breaches or identity theft following a data breach, money transfers, or any other exigent messages permitted by applicable law. These contacts will not contain any telemarketing, cross-marketing, solicitation, advertising, or debt collection message of any kind. The contacts will be concise and limited in frequency as required by law. You will have an opportunity to opt-out of such communications at the time of delivery.	

Important IRS Information - TIN Certification
I certify in accordance with IRS W-9 instructions and under penalty of perjury, (1) that the number shown herein is my correct taxpayer identification number (or I am waiting for a number to be issued to me), (2) that unless designated below, I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding and (3) that unless designated below, I am a U.S. person (including a U.S. resident alien).
<input type="checkbox"/> I am subject to backup withholding <input type="checkbox"/> I am exempt

IMPORTANT INFORMATION: PLEASE READ AND SIGN, BELOW, ACCEPTING THIS DISCLOSURE

As Trustee of the Trust named in this application and in that sole capacity, Trustee hereby makes this application for membership of the Trust in the Publix Employees Federal Credit Union (PEFCU). Trustee agrees that the Trust will conform to the by-laws, and any amendments thereto, of PEFCU and that the Trust shall subscribe to at least one (1) share therein. Trustee further certifies that at least one grantor, if the Trust is revocable, or at least one grantor and one beneficiary, if the Trust is irrevocable, is, or must be eligible to become, a member of PEFCU, and that the information on this Application is true and correct. By signing this form, the Trustee, on behalf of the Trust named in this Application, agrees to all terms and conditions herein as well as those listed in the "Important Account Information" brochure.

Tax Identification Number Certification: Under penalties of perjury, Trustee hereby certifies: (1) that the number shown on this application is the true and correct tax identification number of the Trust named in this application; (2) that, if and to the extent that backup withholding rules apply to the Trust, the Trust is not subject to backup withholding because (a) the Trust is exempt from backup withholding, (b) the Trust has not been notified by the Internal Revenue Service (IRS) that the Trust is subject to backup withholding for any reason, or (c), the IRS has notified the Trust that it is no longer subject to backup withholding; and (3) Trustee is a U.S. Citizen or a U.S. Resident Alien. The IRS does not require your consent to any provisions of this Application other than the certifications required to avoid backup withholding.

Governing Law, Venue, Attorney's Fees: Trustee agrees that: (a) this agreement shall be governed by applicable federal laws and (i) exclusively by Georgia law if this application is executed in the State of Georgia or the account is located in the State of Georgia or (ii) governed exclusively by Florida law if this application is executed in the State of Florida or the account is located in the State of Florida; (b) exclusive venue of any legal proceedings arising out of this application and/or the account established hereby shall be in the state courts of competent jurisdiction either in Gwinnett County, Georgia, if this application has been executed in Georgia, or in Polk County, Florida, if this application has been executed in Florida; (c) that, in any suit arising out of this application or the account established hereby, if PEFCU prevails in such suit, the Trust shall be liable for all costs of collection, including reasonable attorney's fees (in Georgia not to exceed 15% of the indebtedness), together with court costs and any prejudgment and/or post-judgment interest as required by or permitted by law, and all attorney's fees and court costs on appeal and in any post-judgment proceedings, all alternative dispute resolution proceedings (including, without limitation, mediation) and all stages of any bankruptcy proceedings.

USA Patriot Act: PEFCU complies with Section 326 of the USA Patriot Act. This law mandates that we verify certain personal information about you and the Trust listed in this application while processing this account application.

Savings only will receive a PEFCU ATM card. If you apply and qualify for a checking account, a VISA Debit Card will be issued for all owners that check the box below.

REQUIRED SIGNATURE

By signing this form, I agree to the terms and conditions on this application and the terms found in the "Important Account Information" Brochure.

Issue Card

Signature of Trustee

Date

Issue Card

Signature of Personal Co-Trustee (if applicable)

Date

Issue Card

Signature of Personal Co-Trustee (if applicable)

Date

AFFIDAVIT OF TRUST AGREEMENT

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared _____ ("Affiant"), who swore or affirmed that:

1. **Trustee and Successor Trustees.** Affiant is Trustee of the trust agreement executed by _____ on _____ . If _____

cannot continue to serve as Trustee for any reason, the Successor Trustee is _____.

2. **Tax Identification.** The current tax identification for the Trust or the Grantor's Social Security Number is _____.

3. **Investment Powers.** Affiant and the successor trustees are not limited in their investment powers and have the same authority to purchase or sell any investment as an individual possesses in the management of his or her own affairs. Those powers, without limitation, include the power to buy, sell, hold, transfer, or exercise any ownership rights in any asset for the trust by executing any appropriate document, or by an oral demand to buy or sell a security; to maintain, deposit to, or withdraw from any bank, brokerage, or mutual fund account (including margin accounts), and to sign checks or drafts on any such account; to purchase or exercise rights in any life insurance or annuity contracts; and to borrow and pledge any Trust asset as security.

4. **Protection of Persons Dealing With the Trustee.** Any person who is in possession of a photocopy of this affidavit may in good faith rely on the information it contains and shall not be liable to the Grantor, any Trustee, or any beneficiary for reliance on the information contained in this affidavit. Furthermore, any person may assume that the Trustee has the authority to act, need not see the application of any money or property delivered to the Trustee, and shall not require the approval of the Grantor, any beneficiary, or any court to any transaction.

5. **Revocation, Amendment, or Termination.** Affiant agrees not to exercise any powers granted by the trust agreement if Affiant obtains knowledge that it has been revoked, amended, terminated or otherwise.

6. **Indemnification.** Affiant personally and individually indemnifies any financial institution or other third person who suffers loss as a result of any misrepresentation contained in this Affidavit or any act or omission by the Affiant contrary to the terms of this Affidavit.

EXECUTED on _____.

Printed Name: _____

Trustee Signature: _____

Printed Name: _____

Trustee Signature: _____

(Trustee): _____

STATE OF _____ COUNTY OF _____

The foregoing Affidavit of Trust Agreement was sworn to and subscribed before me on _____

by _____

() who is personally known to me or () who has produced _____ as identification.

Notary Public Seal of _____