

I would like to establish the following account on behalf of the Protected Person named below: *(Check One)*:

**Custodial Account for the benefit of a Minor Child under the Florida Uniform Transfers to Minors Act (FUTMA)**

(Adult Custodian is not an account owner; acts on behalf of child only. Custodian's authority shall cease and Minor shall have full control of account when Minor reaches age 21. Funds in this account may not be given as security). A separate Credit union Membership is required for the Custodian.

I would like this account to be a:

Money Market (no printed checks issued)      Certificate      Other: \_\_\_\_\_

I am the Custodian and my information is as follows:

PRINT NAME		MALE	FEMALE	MEMBER NUMBER
ADDRESS				RELATIONSHIP TO PROTECTED PERSON
SOCIAL SECURITY NUMBER OR T.I.N.	DATE OF BIRTH	OCCUPATION		SECURITY PASSWORD
E-MAIL ADDRESS	HOME PHONE	WORK PHONE	CELL PHONE	

I am appointing the following Successor Custodian for this account, to become effective upon my death, resignation, removal, or legal incapacitation. I authorize the Successor Custodian to notify the Credit Union upon such succession. **Witness cannot be the appointed Successor Custodian.**

PRINT NAME OF SUCCESSOR CUSTODIAN

ADDRESS

CUSTODIAN'S SIGNATURE	DATE
X	
WITNESS' SIGNATURE	DATE
X	

I am signing this Application and Agreement as Custodian for:      Minor Child

*Copies of the Protected Person's Birth Certificate, Social Security Card or other identification may be required.*

PRINT NAME	CUSTODIAL ACCOUNT NUMBER	SOCIAL SECURITY NUMBER OR T.I.N.		
ADDRESS	DATE OF BIRTH	MALE	FEMALE	

**IMPORTANT INFORMATION ABOUT OPENING A NEW ACCOUNT**

Under penalties of perjury, I certify that the number shown on this Application as my Social Security Number or TIN are the correct taxpayer identification number (TINs) for myself and the Protected Person and that *(check applicable boxes)*:

I am not subject to backup withholding      Custodian      Protected Person      I am a U.S. Citizen.      Custodian      Protected Person

**SIGNATURES**

By signing below, the Custodian named herein agrees to the terms and conditions of this Custodial Account Application and Agreement and to any amendments that may be made to it from time to time. Custodian further agrees to abide by the Bylaws of the Credit Union, and any future amendments thereto. Custodian authorizes Credit Union to verify or obtain further information about the Custodian 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. Custodian also agrees to provide all documentation required by Credit Union in order to establish Custodian's authority to act on behalf of the Protected Person, including but not limited to death certificates, guardianship documents, etc., and Custodian understands and agrees that Credit Union will not establish a custodial account without such required documentation. The parties further acknowledge that the provision of all financial services to the account holder or Custodian by the Credit Union is subject to qualification and approval. Custodian 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.

**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 MY CONSENT TO ANY PROVISION OF THIS DOCUMENT OTHER THAN THE CERTIFICATION REQUIRED TO AVOID BACKUP WITHHOLDING.**

SIGNATURE OF CUSTODIAN	DATE
X	

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## CUSTODIAL ACCOUNT AGREEMENT

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As used herein (i) the words "we", "our", and "Credit Union" means IBM Southeast Employees Credit Union, (ii) "you" and "Custodian" means the person names as Custodian that agrees that this account and all transactions shall strictly be used for the benefit of the protected person; and (iii) "Protected Person" means an individual for which a Custodian has been duly appointed.

### Products and Services

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

### Documentation

In order to open an account the Custodian 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 Custodian when the Custodian fails to provide adequate documentation.

### Representations of Custodian

Custodian represents the following: (i) a court order or other document establishing the custodial 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 Custodian is qualified to act, and is acting as Custodian, 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 Custodian shall not transact any personal financial transactions on any accounts for which he or she is acting in a custodial capacity; and (iv) Custodian will send written notice of any change in the Custodian's authority or powers, or of an amendment or modification of the document(s) establishing the custodial 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 Custodian and act in accordance therewith in any respect affecting the account or Protected Person before or after termination of the custodial relationship, unless and until it receives a written notice of any events affecting the Custodian's powers described above or in any documents required by the Credit Union. A Power of Attorney (POA) will not be accepted to manage a Custodian account.

### Successor Custodian

A Custodian may resign at any time by delivering notice to the minor if the minor has obtained the age of 14 and by delivering notice to the Successor Custodian, or in any other manner allowed by law. Upon resignation, Custodian shall deliver or cause to be delivered the custodial property to the Successor Custodian by following any reasonable procedures set forth by Credit Union or otherwise required by law. Upon resignation, death, legal incapacitation or removal of the Custodian, Successor Custodian shall assume all obligations and responsibilities of the Custodian and agrees to abide by the terms of this Custodial Account Agreement and other applicable agreements, rules, and bylaws of the Credit Union.

### Distribution of Accounts

If a Custodial Account has been opened, you as Custodian 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 Florida Estates and Protected Individuals Code (EPIC) or other state or federal law conferring or granting custodial status under which the Custodian is acting.

### Acknowledgement of Custodian Responsibility

Custodian acknowledges and understands his or her legal obligations as a custodian and as more fully set forth in EPIC or other state or federal law conferring or granting custodial status under which the Custodian 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, Custodian 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 Custodian in connection with the account or for any distribution of assets to any person or entity. This indemnification is made by the Custodian both in his or her capacity as a Custodian and individually, and shall not be limited by any other independent documentation. If a Custodian 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

Custodian acknowledges that in connection the formation of the custodial relationship and the opening of and transacting business on any accounts with Credit Union that the Credit Union has not provided the Custodian or any other person connected with the custodial relationship, the Protected Person, or assets of the Protected Person with legal, tax, or estate planning advice. Custodian acknowledges the opportunity to independently consult with legal counsel regarding the custodial 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 Custodian, as indicated on this application. 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 Custodian may establish a checking account if the Credit Union offers such accounts for the type of custodian relationship. The Credit Union is authorized to pay checks signed by any Custodian (or by two or more Custodian's if so required by the terms of the custodial relationship) and to charge any payment against the Checking Account. The front side of all checks shall at a minimum contain the name of the Protected Person, the Custodian, and the type of custodial relationship. Any electronic debit initiated by a third party against this account is deemed authorized by the Custodian if the Custodian voluntarily gives the third party information about the account and the Credit Union's routing number.

### Other Agreements

Custodian 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 Rate and Fee Schedules. If any provisions of those agreements conflict with this Custodial Account Agreement, the Custodial Account Agreement shall govern.