

# Application and Agreement for Credit Union Account in the Name of Trustees



Please use this application and agreement to open a revocable or irrevocable Trust Account when:

- You are the Trustee
- Legal Documentation (Trust Instrument/Trust Agreement) exists
- The following membership requirements are met:
  - Revocable Trust: One or more Trustors must be members of DCU
  - Irrevocable Trust: Either all Trustors or all Beneficiaries must be members of DCU

## To speed the processing of your application, please follow these steps:

1. Fill out this application completely and make sure all necessary parties have signed it. Incomplete or unsigned applications will delay processing your request.
2. Provide a copy of the pages of the Trust Agreement that include: the full name of the trust, the trust date, the tax identification number, and all signatures or a copy of the Certification of Trust.

**NOTE:** A Certification of Trust is a legal document that is shorter than the actual Trust Agreement and contains important information regarding the trust, like the date it was formed, the legal/formal name of the Trust, and who the Trustee is (or Trustees are).

**Do not include a copy of the entire Trust Agreement.**

3. Return your application, check (if applicable), and copies of all required documents by mail to:

**Digital Federal Credit Union**  
New Accounts Department  
PO Box 9130  
Marlborough, MA 01752-9130

If your minimum opening deposit is made using an electronic check or an existing DCU account transfer, you may fax your completed application and, if applicable, copies of your identification to **508.463.1369** or email them to **specializedaccounts@dcu.org**.

**NOTE:** Emails sent to us at the email address listed here are not encrypted, so you should not use this email address to send Account numbers or other personal information.

# Application and Agreement for Credit Union Account in the Name of Trustees

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## What you can expect

- Your application to be processed and for receipt of your new membership information
- Your DCU PIN (Personal Identification Number)
- Your Account Disclosures. These disclosures are also available online from our website at [dcu.org](https://www.dcu.org) and in our branches

## If you are opening a DCU Free Checking account, please also:

- Allow up to 10 business days for a requested DCU Visa® Debit Card to arrive

**NOTE:** Application submission via standard mail will increase processing time.

# Application and Agreement for Credit Union Account in the Name of Trustee(s)



DCU ONLY: Member # \_\_\_\_\_  
(Assigned by DCU)

## Instructions:

All sections must be completed. Please review entire application and complete additional sections as applicable. Include no less than \$5 with this application. **Incomplete, unsigned, or illegible applications will result in delays.**

## Part 1 Trust Information

Trust Type  Revocable  Irrevocable

\_\_\_\_\_  
Name of the Trust (exactly as it appears on the Trust Agreement)

\_\_\_\_\_  
Date of Trust

\_\_\_\_\_  
Trust Tax Identification Number

\_\_\_\_\_  
Trust Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

## Trustor Information: all trustors must be listed:

\_\_\_\_\_  
Legal Name

\_\_\_\_\_  
Membership Number (Existing DCU members only)

\_\_\_\_\_  
Residential Address

\_\_\_\_\_  
DOB

\_\_\_\_\_  
SSN

\_\_\_\_\_  
Legal Name

\_\_\_\_\_  
Membership Number (Existing DCU members only)

\_\_\_\_\_  
Residential Address

\_\_\_\_\_  
DOB

\_\_\_\_\_  
SSN

## Part 2 Trustee Information

**IMPORTANT INFORMATION:** We are required, by federal law, to obtain, verify, and record information that identifies each person opening or having access to a DCU Account. We will ask for your legal name, US residential address, Social Security Number (SSN) or Individual Taxpayer Identification Number (ITIN), Phone Number, and Date of Birth.

**REQUIRED IDENTIFICATION:** All TRUSTEES must provide the following current identification, one of which must include a picture and one of which must reflect the Individual's current US residential address as given. If one of these forms of identification includes both you need only submit that one: • US Driver's License • US Social Security Card • Passport • US Military ID • US Work Visa • Other Government Issued picture ID (2nd ID always required) DCU reserves the right to request additional identification.

If the Trustee is already a DCU Member, they are not required to provide the required identification.

**All trustees must be listed. If all trustees are the same as all trustors, you need only check this box**

_____	_____	_____
Legal Name		Membership Number (Existing DCU members only)

_____	_____	_____
Residential Address	DOB	SSN

_____	_____	_____
Legal Name		Membership Number (Existing DCU members only)

_____	_____	_____
Residential Address	DOB	SSN

_____	_____	_____
Legal Name		Membership Number (Existing DCU members only)

_____	_____	_____
Residential Address	DOB	SSN

### Successor Trustee Information: this is required to open the Trust

_____	_____	_____
Legal Name	DOB	SSN

\_\_\_\_\_

Residential Address

_____	_____	_____
Legal Name	DOB	SSN

\_\_\_\_\_

Residential Address



## Part 5 Opening Deposit

### Opening Deposit Selection:

Minimum \$5 is required to open and maintain Membership with DCU. Select ONE:

- Electronic Check (NOTE: You must be an owner on this account)  
**MAXIMUM DEPOSIT LIMIT OF \$250**

_____	_____		
Routing Number	Name on Account		
_____	_____		
Account Number	Institution Name		
Account Type	_____	_____	
<input type="checkbox"/> Checking	<input type="checkbox"/> Savings	Institution Address	City
		_____	_____
		State	Zip

- I hereby authorize the initiation of a one-time debit from my account at the financial institution named above through the Automated Clearing House (ACH) system and authorize said institution to debit my account for the amount set forth above. I acknowledge that this request does not violate the provisions of United State law as it applies to ACH transactions. I also authorize adjustment entries in the event of erroneous transactions on my account. I agree to hold DCU harmless for any expenses, including fees, incurred as a result of its inability to process a scheduled preauthorized withdrawal due to my having supplied incorrect information; its having acted on a stop payment order; or there being insufficient funds in the account I have indicated. **Initials:** \_\_\_\_\_

- Existing DCU Account Transfer (NOTE: You must be Primary or Joint Owner of the account)

_____	_____
Member Number	Share Number

- Check or Money Order (NOTE: Must be enclosed with application to avoid processing delays)

**Total Opening Deposit: \$** \_\_\_\_\_

## Part 6 Signatures and Agreements

### Agreement:

By signing below, I am applying for membership at DCU, and I certify that:

- The information provided by me related to this application is true, correct, and complete; otherwise, DCU may demand payment in full on any debt I have outstanding with you and/or revoke any DCU services I use;
- I am within the field of membership, whether by way of employment, organizational or associational affiliation, or an immediate family relationship as defined in DCU's Account Agreement for Consumers;
- I read and agree to the terms and conditions of the **Account Agreement for Consumers**, the **Schedule of Fees and Service Charges**, the **Privacy Policy**, and the **Overdraft Payment Service Disclosure (if opting in)**, each of which is incorporated in this application by this reference. These disclosures are available for review at [www.dcu.org](http://www.dcu.org) or upon request by contacting DCU and will also be delivered to me after my membership is approved.

- I understand that my membership, once approved, will automatically include a Primary Savings Account, as well as access to Digital Banking and Virtual Assistant.
- If I, the Primary Owner, am under 17 years of age, I understand that I must have a parent or guardian of legal age become a Joint Owner on any checking account(s) I have with DCU.
- I hereby provide written instructions and authorization to DCU to obtain consumer reports, such as credit reports and deposit/share account reports, and to gather and exchange whatever credit, account, and employment information DCU considers appropriate from time to time, and I understand that DCU may make credit or other decisions based in whole or in part on this information.

**CERTIFICATION AS TO TAXPAYER IDENTIFICATION NUMBER AND BACKUP WITHHOLDING**

**Under penalties of perjury, I certify that: (1) The Trust TIN shown on this application is the correct taxpayer identification number. 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 Internal Revenue Service (IRS) that I am subject to backup withholding, (3) I am a U.S. person (including a U.S. resident alien).**

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. person.

**THE IRS DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISION OF THIS DOCUMENT OTHER THAN THE CERTIFICATIONS REQUIRED TO AVOID BACKUP WITHHOLDING.**

**Under penalties of perjury, the trustor(s) and 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 signatures appearing below are genuine signatures of said authorized persons.**

**IF THE TRUSTOR(S) IS/ARE ALSO THE TRUSTEE(S) UNDER THE TRUST INSTRUMENT AND HAVE CHECKED THE BOX IN SECTION 2 ABOVE, THE TRUSTEE(S)/TRUSTOR(S) MAY SIGN ONCE AND CHECK BOTH BOXES UNDER THEIR SIGNATURE.**

**DO NOT SIGN THIS FORM IF YOU HAVE NOT RECEIVED A COPY OF THE TRUST ACCOUNT AGREEMENT AND DISCLOSURE.**

\_\_\_\_\_  
Signature As  Trustor  Trustee

\_\_\_\_\_  
Signature As  Trustor  Trustee

\_\_\_\_\_  
Signature As  Trustor  Trustee

\_\_\_\_\_  
Signature As  Trustor  Trustee

\_\_\_\_\_  
Signature As  Trustor  Trustee

\_\_\_\_\_  
Signature As  Trustor  Trustee

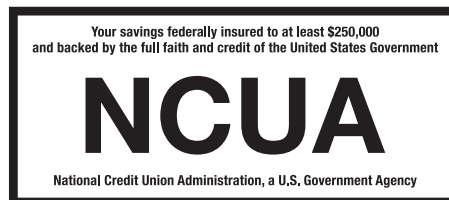
**Please sign. Typed names will not be accepted unless verified as a digital signature.**

<b>INTERNAL USE ONLY:</b>	Rec'd: _____	Proc. By #: _____	X-Ref # _____	Audited By # _____
TRUSTEE #1 ID Type _____	# _____	Issue Date _____	Exp. _____	Add'l Doc. _____
TRUSTEE #2 ID Type _____	# _____	Issue Date _____	Exp. _____	Add'l Doc. _____
TRUSTEE #3 ID Type _____	# _____	Issue Date _____	Exp. _____	Add'l Doc. _____



**TRUST ACCOUNT  
AGREEMENT AND DISCLOSURES**

Effective May 2021



THIS DISCLOSURE AFFECTS THE TRUSTORS' AND TRUSTEES' LEGAL RIGHTS, THE CREDIT UNION MAKES NO REPRESENTATIONS TO ANY TAX/PROBATE AVOIDANCE, OR FINANCIAL/ESTATE PLANNING OR ADVANTAGE BENEFIT, OR RESULT BASED ON THE TRUST ACCOUNT DESIGNATION. IF THE TRUSTORS OR TRUSTEES DESIRE ASSISTANCE OR ADVICE CONCERNING THIS DISCLOSURE, THE SERVICES OF AN ATTORNEY OR OTHER COMPETENT PROFESSIONAL PERSON SHOULD BE SOUGHT.

**ALL TRUSTORS AND TRUSTEES MUST SIGN THE APPLICATION.**



By executing the Digital Federal Credit Union ("Credit Union") Application and Agreement for Credit Union Account in the Name of Trustee(s) ("Application"), the Trustor(s) and Trustee(s), on behalf of the Trust, agree to the terms and conditions in this Trust Account Agreement and Disclosure ("Disclosure").

1. If the Trust is a Revocable Trust, one or more Trustors is a member of the Credit Union. If the Trust is an Irrevocable Trust, either all trustors or all 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 12 CFR part 204. It is understood that the Trust under the Application has no voting rights at any membership meeting, although each individual member retains his/her personal voting rights with his/her individual membership in the Credit Union.
2. **THE CREDIT UNION HAS NOT RECEIVED A COPY OF THE TRUST AGREEMENT AND SHALL IN NO EVENT BE LIABLE FOR ITS CONTENTS.** Trustees, and not the Credit Union, assume full responsibility for enforcing the provisions of the Trust Instrument.
3. The Trust Instrument designates the persons included on the Application as Successor Trustees. Trustees affirm that Successor Trustees are bound under the Trust Instrument to serve, and are authorized and fully qualified to act as Trustees in the event that all of the Trustees named in the Application resign, die, become incapacitated, or otherwise become unable to act as Trustees of the Trust. The Application will not be approved unless Successor Trustees are designated on the Application.
4. In the event that all Trustees and Successor Trustees 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 the Application and to deduct its attorneys' fees for the interpleader action from the Trust Account funds.
5. If there is a change in the parties or terms of the Trust, including but not limited to a change in Trustor or Trustee, or a change of address of a Trustor or Trustee, all Trustors and Trustees agree to execute a new "Application and Agreement for Credit Union Account in the Name of Trustee(s)." Such change shall not be effective until the Headquarters Office of the Credit Union has received a properly completed and executed "Application Agreement for Credit Union Account in the Name of Trustee(s)" and has reasonable opportunity to act on it.
6. The Trustees 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 transact business of any kind in connection with the Trust's Account at the Credit Union. It is agreed that any transaction by the Trustees identified on the Application, acting alone or in concert, shall be valid and discharge the Credit Union from any liability. Trustees agree that any account opened at the Credit Union on behalf of the Trust shall be governed by the terms of the Application, the terms and conditions set forth herein, as well as the Credit Union's Bylaws, DCU's Account Agreement for Consumers, or DCU's Business Account Agreement if the account is a Business Trust and DCU's Online and Mobile Banking Agreement, which are incorporated herein by reference.
7. Trustees may authorize the transaction of any business on accounts held at the Credit Union in the name of the Trust by oral or written instructions to the Credit Union. Trustees may obtain funds from the Trust's Account in their names upon oral or written instructions, or the names of third parties upon Trustee's written instructions.
8. The Trustees may receive, take possession of, release, assign, mortgage, 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.
9. If the trustees named on the Application 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 Trustees to the third party ONLY IF Trustees 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 Instruments in its files or be liable for the contents of a Trust Instrument. The Trustees 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 Trustees present the Trust Instrument to the Credit Union.

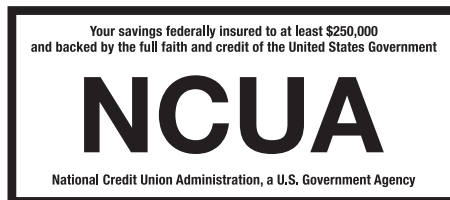
10. Trustees agree that if they borrow from the Credit Union and use the Trust assets as collateral, then the Trustors and Trustees as members of the Credit Union, will, by signing all documents relating to the loan, obligate themselves as individuals in addition to the signatures of the Trustees on behalf of the Trust.
11. Trustees agree to promptly notify the Credit Union if any of the Trustors or Trustees die or become incapacitated. Prior to any Successor Trustees transacting business on accounts held at the Credit Union in the name of the Trust (including withdrawals), the Successor Trustees must provide the Credit Union with either a letter of resignation signed by the existing Trustees or certified copies of the death certificates for the Trustees. The
12. Successor Trustees must also complete a new Application. Death, resignation or incapacitation of any Trustee or Trustor shall not revoke the authority of the Credit Union to act under the Application until written notice of the death, resignation or incapacitation has been presented to the Headquarters Office of the Credit Union and the Credit Union has reasonable opportunity to act on it. However, upon presentation of a certified copy of the Trustees' death certificates, resignation, or judicial declarations of incapacity, the Credit Union is authorized to act upon designated Successor Trustees' instructions in accordance with the terms of the Application.
13. Successor Trustees shall close all accounts opened under the Application within 90 days after receiving notification of death, resignation, or incapacity of the Trustees. The Credit Union is authorized, but not required, to close any accounts opened under the Application upon the 91st day after receiving notice of the Trustee's death, and mail a check to the designated Successor Trustees for the balance of the Account and made payable to the designated Successor Trustees as Trustees for the Trust. Dependent on membership eligibility, the parties may be able to retain the Trust Account at the Credit Union under a new Application.
14. Trustors and Trustees acknowledge and agree that the Credit Union's sole obligation to Trustors/Trustees is as a depository institution and is a debtor/creditor relationship and nothing in the Application or in the Trust Instrument shall be construed to impose any duties or obligations whatsoever upon the Credit Union as a trustee or other fiduciary under the Trust Instrument or otherwise.
15. The Trustors and Trustees 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 the Credit Union harmless from any and all claims, suits, actions, damages, judgments, costs, charges, and expenses, including, but not limited to, court costs and attorneys' 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 on any Trust Account at the Credit Union. The Trustors and Trustees on behalf of the Trust agree to pay any necessary expenses, attorneys' fees, or costs incurred in the enforcement of the Application.
16. Trustors and Trustees acknowledge and agree that the Credit Union is relying upon statements, representations, and warranties made by the Trustors and Trustees contained in the Application 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 Trustees under the governing Trust Instrument to establish, maintain, or transact any business on the Trust Account. The Credit Union reserves the right at any time to require proof in a form acceptable to the Credit Union, affirming the existence of the Trust and the authority and powers of the Trustees thereunder.
17. The foregoing Terms and Conditions incorporate the full and complete understanding concerning accounts and transaction of business thereon at the Credit Union for the Trust named in the Application.



**DCU SMART SAVINGS**

**TERMS and CONDITIONS**

Effective July 2023



**DCU Smart Savings**  
**Terms and Conditions**

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# Contact Us

If you have questions regarding the Program, you may contact DCU using any of the methods below.

**Call our Information Center at:**  
800.328.8797

Hours of operation:  
Weekdays from 8:00am to 9:00pm and  
Saturdays from 9:00am to 3:00pm

Our Information Center is not staffed on  
Sundays or holidays observed by DCU

**Write to us at:**

Digital Federal Credit Union  
P.O. Box 9130  
Marlborough, Massachusetts  
01752-9130  
Attention: New Accounts Department

**Email us:**

dcu@dcu.org or log in to Digital Banking and  
use the "Secure Email" link under "Contact Us"

**Note:** Email sent through the "Email DCU" link in  
Digital Banking will be encrypted to protect your  
personal information. Messages sent through  
the Email/Feedback Contact Form on our public  
webpage are not encrypted, so you should not send  
account numbers or other personal information  
through that form.

# DCU Smart Savings

## Terms and Conditions

### I. Introduction

- 1. The Program.** The terms and conditions set forth herein (“Terms and Conditions”) apply to the DCU Smart Savings Account (“Smart Savings Account”) and supplement DCU’s Account Agreement for Consumers. The Smart Savings Account is a product with an automatic sweep of an amount of your cash balances held in your Smart Savings Account into accounts held at banks and credit unions insured by the Federal Deposit Insurance Corporation (“FDIC”) or the National Credit Union Administration (“NCUA”), respectively (“The Program”). Your Program funds will be deposited in deposit and/or share accounts (“Program Deposit Accounts”) with those receiving banks and credit unions (“Receiving Financial Institutions,” and your funds in these Receiving Financial Institutions are hereinafter referred to as “Program Deposits”), subject to the limitations described in these Terms and Conditions. Any balance in your Smart Savings Account in excess of \$250,000.00 will be swept into the Program up to the Maximum Program Deposit Amount. Any balance in your Smart Savings Account that exceeds the Maximum Program Deposit Amount will remain in your Smart Savings Account and will not be part of the Program. By opening your Smart Savings Account, you agree to these Terms and Conditions, you agree that your Program Deposits will be transferred into the Program, and you appoint DCU as your authorized agent, pursuant to these Terms and Conditions. Stable Custody Group II LLC (“Stable”) operates the Program as an administrator. Unless terminated by DCU, your authorization and agency appointment of DCU shall remain in effect until termination in accordance with these Terms and Conditions, and DCU has been afforded a reasonable opportunity to act on such termination. In these Terms and Conditions, the words “DCU”, “we”, “us”, and “our” mean Digital Federal Credit Union, and the words “you” and “your” mean each Smart Savings Account holder who is bound by these Terms and Conditions. **YOU UNDERSTAND THAT BY OPENING YOUR SMART SAVINGS ACCOUNT, YOU ARE INSTRUCTING DCU TO DIRECT THE AMOUNT OF YOUR FUNDS IN EXCESS OF \$250,000.00 IN THE SMART SAVINGS ACCOUNT TO THE PROGRAM DEPOSIT ACCOUNTS UP TO THE MAXIMUM PROGRAM DEPOSIT AMOUNT. YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED AND CAREFULLY READ THESE TERMS AND CONDITIONS IN CONNECTION WITH CHOOSING TO OPEN YOUR SMART SAVINGS ACCOUNT. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT DCU.**
- 2. Insurance Eligibility.** While your funds are in the Smart Savings Account, your funds are eligible for National Credit Union Administration (“NCUA”) insurance coverage through DCU and are not eligible for Deposit Insurance through the Program. See Section II(5) for additional details. After your funds are swept into the Program Deposit Accounts and thereby become Program Deposits, such Program Deposits become eligible for FDIC and/or NCUA insurance coverage (“Deposit Insurance”) at the Receiving Financial Institutions and are not eligible for NCUA insurance coverage through DCU. **IMPORTANT:** your Program Deposits, up to the maximum designated by DCU (“Maximum Program Deposit Amount”), will be eligible for Deposit Insurance coverage. See Section II(4)(d) for additional details. The first \$250,000.00 in the Smart Savings Account is eligible for NCUA insurance coverage through DCU.
- 3. “Business Day”.** For the purposes of these Terms and Conditions, “Business Day” means any day, except Saturday, Sunday, and federal holidays.
- 4. Risks of the Program.**
  - a. During the Business Day when your Program Deposits are transferred and being deposited into the Program, your funds will be held for a limited amount of time intraday at one Receiving Financial Institution (“Intermediary Receiving Financial Institution”) prior to being allocated and distributed among other Receiving Financial Institutions. While your funds are held intraday at the Intermediary Receiving Financial Institution, to the extent your funds exceed the current SMDIA (defined in Section II(4)(e) below), such funds may be uninsured. Once distributed from the Intermediary Receiving Financial Institution to the Receiving Financial Institutions, the funds will be insured **up to the amount of the Maximum Program Deposit Amount.** Stable has adopted procedures and controls to ensure the movement of funds in a timely manner each day and expects that your funds will be sent by the Intermediary Receiving Financial Institution to the other Receiving Financial Institutions by the close of business each day. However, in the event of a failure of wire transfer systems or communication facilities or other causes beyond Stable’s control, resulting in your funds not being sent from the Intermediary Receiving Financial Institution to the other Receiving Financial Institutions in a timely manner and remaining at the Intermediary Receiving Financial Institution, your funds could, to the extent they exceed the current SMDIA, be uninsured until the next Business Day.
  - b. If you have balances in accounts outside of the Program at a particular Receiving Financial Institution, there is a risk that all or a portion of your funds allocated to such Receiving Financial Institution by the Program will not be eligible for Deposit Insurance. See Sections II(4)(f), II(5), and II(7) below for more information.
  - c. In the event of a failure of a Receiving Financial Institution, there may be a time period during which you may not be able to access your money. If you have money at a Receiving Financial Institution outside the Program, this will negatively impact the

availability of Deposit Insurance for the total amount of your funds held within and outside the Program. If your deposits in a Receiving Financial Institution exceed the then current SMDIA of such Receiving Financial Institution, the excess funds are not covered by the Deposit Insurance.

- d. Where your funds are held in savings deposit and/or share accounts, the return of your funds may be delayed. Receiving Financial Institutions are permitted to, but rarely do, impose a delay of up to seven days on any withdrawal request from a savings deposit and/or share account.

## II. Program Terms

- 1. Tax Identification.** To obtain Deposit Insurance in the Program, you must provide proper tax identification information to DCU.
- 2. Relationship with Stable.** Stable is acting as DCU's agent, and DCU is acting as your agent in establishing and maintaining Program Deposit Accounts at Receiving Financial Institutions. The allocation process administered by Stable determines into which Receiving Financial Institution(s) your money will be deposited to achieve up to the maximum amount of Deposit Insurance available to you through the Program, which shall not exceed the Maximum Program Deposit Amount. See Section II(9), Allocations to Receiving Financial Institutions.
- 3. Information about Stable.** The Program, also known as the DDM<sup>SM</sup> Program with IDEA Allocation<sup>SM</sup> Feature, is offered by DCU and Stable, a Delaware limited liability company. Stable is not a credit union, bank, broker-dealer, or investment adviser. None of the Receiving Financial Institutions is an affiliate of Stable.
- 4. Sweep Process, Deposits, and Deposit Insurance.**
  - a. You may open and maintain only one DCU Smart Savings Account at a time.
  - b. Your funds intended for deposit into the Program must be placed through a Smart Savings Account and cannot be placed directly by you with Stable or any of the Receiving Financial Institutions.
  - c. You promise that your funds in the Smart Savings Account shall be irreversible and not subject to any lien, adverse claim, or encumbrance.
  - d. Funds are swept from your Smart Savings Account into the Program once each Business Day and the amount of funds subject to the sweep is calculated using the balance at the end of the prior Business Day. DCU will initiate the sweep process on the first Business Day after the Business Day during which your Smart Savings Account is opened. Except as otherwise provided in these Terms and Conditions, DCU will sweep funds in your Smart Savings Account into the Program on the next Business Day. DCU will sweep funds in excess of \$250,000.00 in your Smart Savings Account into the Program until the total amount of your Program Deposits is equal to the Maximum Program Deposit Amount. If the funds to be swept from your Smart Savings Account into the Program would cause your Program Deposits to exceed the Maximum Program Deposit Amount, then such excess funds will remain in your Smart Savings Account.
  - e. Your Program Deposits will be allocated to one or more omnibus Program Deposit Accounts maintained at the Receiving Financial Institutions held in the name of "Stable Custody Group II LLC, as Agent, for the Exclusive Benefit of its DDM Participating Institution, as Agent, for the Exclusive Benefit of its DDM Customers, Acting for Themselves and/or Acting in a Fiduciary Capacity for Others." See Section II(9), Allocations to Receiving Financial Institutions. Deposit Insurance coverage is available up to its standard maximum deposit (or share) insurance amount ("SMDIA"), which is \$250,000.00 per legal category of account ownership at each Receiving Financial Institution. Your Program Deposits are placed into accounts at the Receiving Financial Institutions to provide you with up to \$250,000.00 of Deposit Insurance coverage per Receiving Financial Institution, subject to certain exceptions described in these Terms and Conditions. The \$250,000.00 limit (i.e., the SMDIA) includes your principal and accrued interest, when aggregated with all other deposits held by you directly, or through others, in the same recognized legal category of ownership at the same Receiving Financial Institution. Deposit Insurance protects you against the loss of your insured deposits in the event a Receiving Financial Institution fails. Deposit Insurance is backed by the full faith and credit of the United States.
  - f. Because DCU, the Receiving Financial Institutions, and Stable are unaware whether you have any money on deposit outside of the Program in a Receiving Financial Institution, that money will not be taken into account when your funds in the Program are allocated to a particular Receiving Financial Institution. Therefore, you are responsible for monitoring the list of Receiving Financial Institutions that hold your deposits. While Stable will cooperate with DCU to select appropriate Receiving Financial Institutions, once funds of Members are allocated, Stable will not be able to modify the selection of Receiving Financial Institutions due to the needs of any particular Member without making the same change for all Members. For this reason, DCU will not be able to implement any request to exclude a particular Receiving Financial Institution. See Section I(4), Risks of the Program. For example, if the then current SMDIA is \$250,000.00 and you have a non-Program deposit account at Financial Institution A of \$200,000.00 and you also have \$60,000.00 in the Program Deposits account at the same Financial Institution in the same legal category of ownership, only \$250,000.00 of your \$260,000.00 is eligible for Deposit Insurance.

Whether Program Deposits are eligible for FDIC or NCUA insurance coverage depends on whether Financial Institution A is an FDIC-insured bank or an NCUA-insured credit union.

- g. In the event that a Receiving Financial Institution that holds your Program Deposits fails, payments of principal plus unpaid and accrued interest up to the then-current SMDIA per legal category of account ownership will be made to you. Although the FDIC and the NCUA normally make these payments within a few days of taking possession of a financial institution as receiver, there is no specific time period during which the FDIC or the NCUA must make insurance payments available. Furthermore, you may be required to provide certain documentation to the FDIC and/or the NCUA before insurance payments are made.
- h. Your account ownership will be evidenced by an entry on records maintained by DCU for each of the Receiving Financial Institutions at which your funds are on deposit. You will not be issued any evidence of ownership of a Program Deposit Account, such as a passbook or certificate. **AT ANY TIME, YOU MAY VISIT DCU'S WEBSITE OR CONTACT DCU TO OBTAIN A LIST OF RECEIVING FINANCIAL INSTITUTIONS THAT HOLD YOUR FUNDS.**

**5. Deposit Insurance for FDIC and/or NCUA-Recognized Categories of Account Ownership; Multi-Tiered Fiduciary Relationships.** To ensure that your Program Deposits are protected by Deposit Insurance to the fullest extent possible under the Program, you should understand how Deposit Insurance applies to each FDIC and NCUA-recognized category of account ownership.

a. FDIC Insurance

- i. In general, the FDIC-recognized categories of account ownership include single ownership accounts; accounts held by an agent, escrow agent, nominee, guardian, custodian, or conservator; annuity contract accounts; certain joint ownership accounts; certain revocable trust accounts; accounts of a corporation, partnership, or unincorporated association; accounts held by a depository institution as the trustee of an irrevocable trust; certain irrevocable trust accounts; certain retirement and other employee benefit plan accounts; and certain accounts held by government depositors. The rules that govern these categories of account ownership are very detailed and very complex, and there are many nuances and exceptions. Complete information can be found at the FDIC's regulations set forth at 12 C.F.R. Part 330.
- ii. FDIC regulations impose special requirements for obtaining pass-through FDIC insurance coverage, up to the SMDIA (currently \$250,000.00 for each FDIC-recognized category of account ownership), for multiple levels of fiduciary relationships. In these situations, in order for FDIC insurance coverage to pass through to the true beneficial owners of the funds, it is necessary (i) to expressly indicate, on the records of the insured depository institution that there are multiple levels of fiduciary relationships, (ii) to disclose the existence of additional levels of fiduciary relationships in records, maintained in good faith and in the regular course of business, by parties at subsequent levels, and (iii) to disclose, at each of the level(s), the name(s) and the interest(s) of the person(s) on whose behalf the party at the level is acting. No person or entity in the chain of parties will be permitted to claim that they are acting in a fiduciary capacity for others unless the possible existence of such a relationship is revealed at some previous level in the chain. If your funds in your Smart Savings Account are beneficially owned through multiple levels of fiduciary relationships, you must take steps to comply with these special requirements.
- iii. For questions about FDIC insurance coverage, you may call the FDIC at 877.275.3342 or visit the FDIC's website at [fdic.gov](http://fdic.gov). You also may wish to utilize "EDIE The Estimator," the FDIC's electronic insurance calculation program, which is found at [fdic.gov/edie/index.html](http://fdic.gov/edie/index.html). Other information regarding FDIC insurance coverage may be found at the "Deposit Insurance" section of the "Consumer & Resource Center" on the FDIC's web site at [fdic.gov/quicklinks/consumers.html](http://fdic.gov/quicklinks/consumers.html).

b. NCUA Insurance

- i. In general, the NCUA-recognized categories of account ownership for member insurance coverage include single ownership accounts; certain joint ownership accounts; certain revocable trust accounts and irrevocable trust accounts; and certain retirement accounts. In addition, the NCUA allows certain account ownership types to be treated as equivalent to members for insurance coverage purposes, although technically not considered members of DCU, including accounts of government entities and other credit unions. Further, if a credit union is classified by the NCUA as a Low-Income Credit Union, such insurance extends to additional categories of ownership types. The rules that govern these categories of account ownership are very detailed and very complex, and there are many nuances and exceptions. Complete information can be found at the NCUA's regulations set forth at 12 C.F.R. Part 745.
- ii. The NCUA's regulations impose special requirements for obtaining pass-through NCUA insurance coverage (currently up to \$250,000.00 for each NCUA-recognized category of account ownership) with respect to

a pooling of underlying members (including eligible non-members), including for multiple levels of fiduciary relationships. In these situations, in order for NCUA insurance coverage to pass through to the true beneficial owners of the funds, it is necessary (i) to expressly indicate, on the records of the insured depository institution, the existence of a relationship which may provide a basis for additional insurance, (ii) to disclose the existence of additional levels of such relationships in records, maintained in good faith and in the regular course of business, by parties at subsequent levels, and (iii) to disclose, at each of the level(s), the name(s) and the interest(s) of the person(s) on whose behalf the party at the level is acting. No person or entity in the chain of parties will be permitted to claim that they are acting in a fiduciary capacity for others unless the possible existence of such a relationship is revealed at some previous level in the records. If your Program Deposits are beneficially owned through multiple levels of fiduciary relationship, you must take steps to comply with these special requirements.

- iii. For questions about NCUA insurance coverage, you may call the NCUA at 800.755.1030 or visit the NCUA's website at [ncua.gov](http://ncua.gov). You may also wish to utilize "NCUA Share Insurance Estimator," the NCUA's electronic insurance calculation program, which is found at [mycreditunion.gov/share-insurance-estimator-home](http://mycreditunion.gov/share-insurance-estimator-home). Other information regarding NCUA insurance coverage may be found at the "Share Insurance" section of the NCUA's website at [mycreditunion.gov/share-insurance](http://mycreditunion.gov/share-insurance).

## 6. Withdrawals.

- a. Withdrawals from your Program Deposit Accounts are made through your Smart Savings Account and cannot be made directly by you through Stable or any of the Receiving Financial Institutions. Withdrawals include electronic withdrawals and any other method of debiting your Smart Savings Account that DCU makes available. Funds from the Program Deposits will generally be available to you on the same day you make a withdrawal request. In the event that DCU does not receive enough funds to cover your entire withdrawal request (if, for example, Receiving Financial Institutions fail to send funds as instructed by Stable or Receiving Financial Institutions are closed due to holidays or other events), the funding of all or a portion of your withdrawal requests could be delayed.
- b. You agree that DCU may cause your Program Deposits to be withdrawn from the Receiving Financial Institutions at any time in any amount: (a) as required or authorized under these Terms and Conditions or your other agreements with DCU; (b) to satisfy the requirements of any applicable law, rule, or regulation applicable to you, your funds, or any account (including without limitation the Program Deposit(s)); (c) to satisfy any overdraft or other liability owed to DCU under these Terms and Conditions or your other agreements with DCU; or (d) as otherwise authorized by applicable law, rule, or regulation applicable to DCU. DCU may set-off and charge against your Smart Savings Account or Program Deposits, any liability, obligation, or indebtedness that you owe to DCU, including without limitation any line of credit, loan, or other extension of credit made by DCU to you and the amount of any fees and charges owed by you to DCU, in accordance with applicable law. DCU may, but is not obligated to, satisfy any transfer using funds of DCU or otherwise to extend or grant credit (including intra-day credit) to accomplish any transfer request or order related to the Program.

## 7. Ability to Exclude Receiving Financial Institutions.

- a. At any time, you can visit DCU's website or contact DCU to obtain the most recent list of Receiving Financial Institutions. While Stable will cooperate with DCU to select appropriate Receiving Financial Institutions, once funds of Members are allocated, Stable will not be able to modify the selection of Receiving Financial Institutions due to the needs of any particular Member without making such change for all Members.
- b. You can obtain publicly available financial information concerning any of the Receiving Financial Institutions at
  - i. For FDIC-insured Receiving Financial Institutions: visit [ffiec.gov/NPW](http://ffiec.gov/NPW) or by contacting the FDIC Public Information Center by mail at 3501 North Fairfax Drive, Room E-1005, Arlington, VA 22226 or by phone at 877.ASK.FDIC (877.275.3342).
  - ii. For NCUA-insured Receiving Financial Institutions: visit [mapping.ncua.gov/ResearchCreditUnion.aspx](http://mapping.ncua.gov/ResearchCreditUnion.aspx) or by contacting the NCUA Consumer Assistance Center by mail at 1775 Duke Street, Alexandria, VA 22314 or by phone at 800.755.1030.

Neither Stable nor DCU is responsible for any insured or uninsured portion of any deposits at any Receiving Financial Institution or guarantees the financial condition of any Receiving Financial Institution or the accuracy of any publicly available financial information concerning a Receiving Financial Institution.

8. **Your Responsibility to Monitor Your Deposit or Investment Options.** Neither Stable nor DCU has any obligation to monitor your accounts or make recommendations about, or changes to, the Program that might be beneficial to you. As returns on the Program Deposits, your personal financial circumstances and other factors change, it may be in your financial interest to change your deposit instructions. You may determine what options are available and the current rates and returns thereon at any time by visiting DCU's website or contacting us in any of the ways listed under "Contact Us".



## 9. Allocations to Receiving Financial Institutions.

- a. Stable establishes an omnibus Program Deposit Account on behalf of DCU and other sending institutions. You authorize DCU to act as your agent and DCU authorizes Stable to act as its agent at each Receiving Financial Institution holding your funds. The Program Deposit Account constitutes a direct obligation of the Receiving Financial Institution and is not directly or indirectly an obligation of Stable or DCU. In the event a Receiving Financial Institution rejects additional deposits, withdraws entirely, or is terminated from participation, then you authorize and direct DCU and Stable, as an agent of DCU, to move your deposits to another Receiving Financial Institution.
- b. A list of the current Receiving Financial Institutions is available on DCU's website or by contacting us in any of the ways listed under "Contact Us". Each Receiving Financial Institution is a separate FDIC- or NCUA-insured financial institution. Each Receiving Financial Institution has a target level of deposits that it wishes to accept through the Program. Stable may include additional Receiving Financial Institutions to expand the capacity available to underlying customers of the Sending Institutions, including DCU. Receiving Financial Institutions may decide to no longer participate in the Program, or may be removed by Stable for no longer satisfying Program requirements. You cannot specify an amount of funds to be allocated to specific Receiving Financial Institutions.
- c. The Program allows DCU the ability to provide its Members, including you, with access to the Program without having to disclose any personally identifiable information to Stable. As a result, Stable maintains in its records only an omnibus account titled "DCU for the exclusive benefit of its Members, acting for themselves and/or acting on a fiduciary capacity for others". Each Member's account balance, including yours, will be allocated to each selected Receiving Financial Institution in the same proportion that the total balance of the Program Deposits is allocated to each Receiving Financial Institution.

## 10. Dividends and Interest.

- a. As explained in this section, the Smart Savings Account is a product which pays both dividends and interest. In these Terms and Conditions, the DCU Rate Sheet, and related documents, we may refer to "interest" and "interest rate" as "dividend" and "dividend rate", respectively, and vice versa. Your Program Deposits may earn interest (from Receiving Financial Institutions, such as banks and some credit unions, which pay interest) or dividends (from Receiving Financial Institutions, such as some credit unions which declare dividends), or a combination of the two. The dividends paid to you on funds in your Smart Savings Account held at DCU are paid by DCU.
- b. The current dividend (interest) rate and the corresponding Annual Percentage Yield or "APY" (annualized rate based on the applicable rate and the compounding period) are provided to you on a separate DCU Rate Sheet at the time of opening your Smart Savings Account, which is incorporated in these Terms and Conditions and may be amended from time to time by posting on DCU's website and providing any other notice, as permitted and/or required by applicable law. The current dividend (interest) rate and APY are always available on our website or by contacting us in any of the ways listed under "Contact Us". The dividend (interest) rate and APY may change after account opening. The dividend (interest) rate and APY may change at any time at DCU's discretion. There are no limitations on the amount by which the rate may change. There is generally no minimum period that your money must remain on deposit, and there is no penalty for withdrawal of your entire balance, or any part thereof, at any time. If your Smart Savings Account is closed before dividends (interest) is credited, you will not receive the accrued dividends (interest). Dividends (Interest) is compounded and credited monthly. The daily balance method shall be used to determine the amount of dividends (interest) paid. This method applies a daily periodic rate to the principal in the account each day. Dividends (Interest) begins to accrue no later than the "day of deposit" (as this term is defined in Section VI, Availability of Funds and Collection of Checks of DCU's Account Agreement for Consumers) into the Smart Savings Account for your deposited cash and noncash items (for example, checks). Specifically, regarding dividends paid by DCU, dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.
- c. The dividend (interest) rate may be higher or lower than the rates available to depositors making deposits directly with Receiving Financial Institutions or with other depository institutions in comparable accounts. You should compare the terms, dividend (interest) rates, required minimum amounts, charges, and other features of the Smart Savings Account with other accounts and investment alternatives.

**11. Fees.** Each Receiving Financial Institution pays to Stable a fee for its services related to your funds held in the Program at that particular Receiving Financial Institution. DCU may also receive a fee for its services related to the Program and such fees may reduce the rate on the Smart Savings Account. Fees that may be imposed in connection with the Smart Savings Account are disclosed on DCU's Schedule of Fees and Service Charges, a copy of which has been provided to you separately, and you agree to pay any fees and/or charges disclosed to you that DCU may impose related to the Smart Savings Account.

**12. Account Statements.** You will receive a periodic account statement from DCU. Dividends and interest earned for the period covered will be displayed as a combined amount labeled as "dividends." You will not receive a separate statement from the Receiving Financial Institutions. You should retain all account statements.

**13. Tax Reporting.** Similar to dividends paid by DCU, the interest you receive from your Program Deposits is generally fully subject to state and federal tax. To the extent required, an IRS Form 1099 will be sent to you by DCU each year, showing the amount you have earned from your Smart Savings Account. You will not receive an IRS Form 1099 if you are not a citizen or resident of the United States.

### III. Other Terms

- 1. Termination.** At DCU's sole discretion, and without any prior notice to you, subject to applicable law, DCU may close your Smart Savings Account. You understand that, at any time, you may close your Smart Savings Account. If your Smart Savings Account is closed, your Program Deposits will be returned to DCU and distributed out to you by either, at DCU's sole discretion, depositing such funds into another DCU account or sending to you a check.
- 2. Arbitration and Class Action Waiver.** The resolution of any disputes or claims between you and DCU related to these Terms and Conditions is subject to the Arbitration part of DCU's Account Agreement for Consumers.
- 3. Other Agreements.** You understand that your access to, and use of, the Smart Savings Account and DCU's related products and services, including without limitation the Program, will remain subject to the terms and conditions of all existing agreements between you and DCU, including without limitation, DCU's Account Agreement for Consumers. These Terms and Conditions are incorporated into DCU's Account Agreement for Consumers by this reference. Please review our other agreements with you, as applicable, for important information about your rights and responsibilities.



**DCU**<sup>SM</sup>