


# Trust Company of America Form Guide

## Trust Account Application

This form guide highlights the minimum required information to open an account. Blue highlights and gray text are required under certain circumstances. If optional sections are not completed properly, the account will be opened but the option will not be activated. We recommend filling out all information requested to help us better service the account. Refer to the detailed instructions at the beginning of the application for a complete guide to completing the form.

Trust Company of America  
Institutional Advisor Services  
**TRUST ACCOUNT APPLICATION**



**SECTION 1: Account Type**

**A. ACCOUNT TYPE**

Select one:

IRREVOCABLE TRUST

REVOCABLE AND AMENDABLE TRUST

TESTAMENTARY TRUST

OTHER

If Other, Type of Trust \_\_\_\_\_

**B. ADDITIONAL DOCUMENTATION REQUIREMENTS**

**Corporate Trustee.** If a trustee is a corporate trustee, a corporate resolution is required designating the individuals authorized to act on behalf of the corporation.

**SECTION 2: Account Owner**

**A. MAILING ADDRESS**

Full Name of Trust \_\_\_\_\_

Legal Title of Trust \_\_\_\_\_

Legal Title of Trust (continued) \_\_\_\_\_

01/01/99 \_\_\_\_\_

Date of Trust \_\_\_\_\_ Date of Amendment(s) \_\_\_\_\_

ST \_\_\_\_\_

Date of Restatement(s) \_\_\_\_\_ State Governed By \_\_\_\_\_

One Main Street \_\_\_\_\_

Mailing Address \_\_\_\_\_

Anywhere ST 55555-5555

City State Zip+4

999-99-9999 \_\_\_\_\_

Federal Tax Identification Number (EIN) or Social Security Number \_\_\_\_\_

Business Phone \_\_\_\_\_

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

**B. STREET ADDRESS**

Mailing address is the business street address

Business Street Address (no P.O. Boxes) \_\_\_\_\_

City State Zip+4

**SECTION 3: Authorized Trustee(s)**

**A. AUTHORIZED TRUSTEE(S)**

By signing the Trust Certification, Indemnity and Agreement in Section 9, the trustees hereby certify that Trust Company is authorized to follow the instructions of the authorized trustee(s) listed below and to deliver funds, securities or any other assets in this account to any party or on any authorized trustee's instructions, because either (1) the Trust Agreement expressly provides that each trustee is authorized to act

\_\_\_\_\_

Trust Company Account Number \_\_\_\_\_

**SECTION 3: Authorized Trustee(s) Continued**

individually, independently and without the consent of the other trustees for all purposes related to the Trust Account with Trust Company, or (2) if the Trust Agreement does not contain such an express provision, the trustee so acting has obtained the requisite consent of the other trustees in accordance with the requirements of the Trust Agreement.

Trust Company of America, a financial institution as defined by the Bank Secrecy Act, uses the information provided below to verify your identity. We may submit the information to a third party service bureau, in which case the information will be compared against their database, we may request from you permission to obtain a credit report or any other means including requesting additional information from you or others. The responses from the above are confidential information and will not be shared with others unless required by law. Please refer to the instructions for completing this application to identify whose information should be provided below.

1. Authorized Trustee

Mary Smith \_\_\_\_\_

Authorized Trustee Name \_\_\_\_\_

Two Second Street \_\_\_\_\_

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

Anywhere ST 55555-5555

City State Zip+4

999-99-9999 \_\_\_\_\_

01/01/99 \_\_\_\_\_

Social Security Number \_\_\_\_\_ Date of Birth \_\_\_\_\_

2. Authorized Trustee

Authorized Trustee Name \_\_\_\_\_

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

City State Zip+4

Social Security Number \_\_\_\_\_ Date of Birth \_\_\_\_\_

Corporate trustee. One or more authorized trustee(s) are a corporate trustee. A corporate resolution is provided.

Additional authorized trustee information provided

**B. SUCCESSOR TRUSTEE**

In the event of the death of all the trustees named above, the person named below will act as successor trustee.

\_\_\_\_\_

Successor Trustee Name \_\_\_\_\_

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

City State Zip+4

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1. Select account (trust) type.
  2. Complete account owner information.
    - If mailing address is not a business street address, complete Section 2B.
  3. Complete authorized trustee information for each authorized trustee.
    - If an authorized trustee is a corporate trustee, check the Corporate Trustee box and include a corporate resolution.
- For more than two authorized trustees, check Additional Information box and include an Additional Information Application Addendum.


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- 4. Optional.
- 5. Optional.
- 6. Optional.

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SECTION 4: Account Funding

Select all that apply:

By check. Make the check payable to Trust Company of America.

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Check Amount (\$)

**IMPORTANT:** In the memo line on the front of the check, write your new Trust Company of America account number, if available.

By federal wire. Notify your investment advisor in advance. Wires may only be sent on or after the account open date.

By systematic ACH contributions. Provide the systematic ACH contribution and bank information in Sections 5A and 5C.

Transferring from another custodian or other financial institution. Complete, sign, and provide a Transfer Authorization form for each transferring account.

SECTION 5: Systematic Contribution or Distribution and Bank of Record (optional)

*Note: If you are electing both a systematic ACH contribution and ACH distribution with different bank accounts, complete this section for one election. Then complete and provide a Systematic Contribution or Distribution Request form for the other election.*

**A. SYSTEMATIC ACH CONTRIBUTION**

**IMPORTANT:** It takes approximately 30 days from receipt of this form for the systematic contribution to be activated.

---

Amount of Each Contribution (\$)

---

Month to Begin Contributions (see note above)

Frequency of Contributions  
Select one:  Monthly  Semi-annually  Quarterly  Annually

Day of Month to Withdraw Contributions  
Select one:  5th  25th

**B. SYSTEMATIC DISTRIBUTION**

**IMPORTANT:** It takes approximately 30 days from receipt of this form for the systematic distribution to be activated.

---

Amount of Each Distribution (\$)

---

Month to Begin Distributions

Frequency of Distributions  
Select one:  Monthly  Semi-annually  Quarterly  Annually

Day of Month to Withdraw Distributions  
Select one:  5th  15th (checks only)  25th

Distribution Method  
Select one:  
 By ACH to the bank information in Section 5C.  
 By check to the account owner at the address in Section 2.  
 By check to the account owner at the address below.  
 By check to a third party listed below.

---

Payable To (if applicable)

SECTION 5: Systematic Contribution or Distribution and Bank of Record (optional) Continued

Trust Company Account Number

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Mailing Address

---

City State Zip+4

**C. BANK INFORMATION**

Select one:  Bank for systematic ACH contribution  Bank for systematic ACH distribution

Select one:  Checking account  Savings account

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Bank Name ABA (Routing) Number

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Name on Bank Account

---

Account Number

Voided check provided in lieu of bank information. *Note: You still need to indicate the type of account above.*

**D. WIRING INSTRUCTIONS FOR BANK OF RECORD (Optional)**

Select one:  Checking account  Savings account

---

Bank Name ABA (Routing) Number

---

Name on Bank Account

---

Bank Account Number

Voided check provided in lieu of bank information. *Note: You still need to indicate the type of account above.*

**IMPORTANT:** Wire instructions to a bank different than your designated bank of record may require written instructions signed by an authorized party for this account.

SECTION 6: Interested Third Party (optional)

Select all that apply:  Statements  Deposit confirmations  Tax forms

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Interested Party Name

---

Mailing Address

---

City State Zip+4

Additional interested third party information provided

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9. Have all trustees sign, date, and print name.

Trust Company of America  
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**SECTION 9: Trust Certification, Indemnity and Agreement Continued**

The undersigned Trustees understand that all orders and transactions will be governed by the terms and conditions of all other account agreements applicable to this account.

In the event of the death, resignation, or replacement of the Trustee(s), the remaining Trustee(s) shall provide prompt written notice of the event to Trust Company of America. Additional paperwork, including a new Trust Certification shall be provided upon reasonable request from Trust Company.

The undersigned Trustees hereby jointly and severally indemnify Trust Company of America and each of its officers, directors, employees and agents from, and hold such persons harmless against, any claims, judgments, surcharges, settlement amounts, or other liabilities or costs of defense or settlement (including attorney's fees) arising out of or related to any actual or alleged improper or unsuitable actions taken at such Trustee's instructions in connection with the account established at Trust Company of America. This indemnification is made by the undersigned Trustees both in their capacities as trustees and in their individual capacities, and shall not be limited by the Trustees' provision to Trust Company of America independent documentation concerning the representations made herein.

The representations and obligations stated herein are binding upon all Trustees and Successor Trustees and shall survive the termination of the Trust agreement and the Account Agreement relating to the Trust's account with Trust Company of America.

The undersigned Trustees agree to supply additional information about the Trust upon reasonable request in order for Trust Company of America to carry out any instructions including but not limited to the transfer or liquidation of securities owned by the account.

We, the undersigned trustees, (and if applicable, grantors) represent and warrant that the signatures below are the genuine signatures of each of us and that we have the authority to open this account and to execute this Certification and Agreement. If the trustee is a corporate trustee, the signatures below are the genuine signatures of the officer or the trustee duly authorized by the trustee to act on its behalf with respect to the trust. A Corporate Resolution is attached.

**All Trustees must be listed below and sign this Trust Certification, Indemnity and Agreement. If only one trustee is named, it shall be a representation that the named trustee is the sole trustee.**

<Signature> \_\_\_\_\_ 01/01/99 \_\_\_\_\_  
Date

Authorized Trustee Signature \_\_\_\_\_ Date \_\_\_\_\_  
Mary Smith

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

Authorized Trustee Signature \_\_\_\_\_ Date \_\_\_\_\_

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

Authorized Trustee Signature \_\_\_\_\_ Date \_\_\_\_\_

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

Authorized Trustee Signature \_\_\_\_\_ Date \_\_\_\_\_

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

**SECTION 10: Account Agreement**

I hereby request that Trust Company of America, ("Custodian"), a trust company organized under the laws of the State of Colorado and having its principal place of business in Centennial, Colorado, open a custodial account in the name(s) listed as account owner ("Owner") on this Trust Company of America account application ("Application"). The Owner has selected an investment advisor ("Investment Advisor") as indicated on the Application to manage the assets in the account. The Investment Advisor is an agent of the Owner and is not an agent of the Custodian. The Owner selects the Custodian to furnish system and account services to the Owner on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Custodian agree with each other as follows:

1. A. Account Record Keeping – Custodian shall maintain the account on its computerized system, which provides within each account cash postings, investment activity, account assets, account contributions and account distribution records.
- B. Preparation of Statements and Reports – Custodian shall provide Owner and Investment Advisor with periodic statements of account activity and fee billings. Custodian shall provide such further statements and reports as reasonably requested by the Investment Advisor. Custodian provides account statements to assist the Owner and Investment Advisor in the monitoring of the account but the Custodian has no duty to supervise or monitor the account or the actions of the Owner or the Investment Advisor.
- C. Confirmations – Confirmations for securities transactions will be provided upon written request by the Owner or the Investment Advisor. Trust Company will provide this information for no additional cost.
- D. Safekeeping of Property – Custodian shall be responsible for the safekeeping of the assets in the account. Custodian shall not have any responsibility for assets contributed to the account until such assets are actually received by Custodian. Legal title to assets in Owner's account shall be held on behalf of Owner in the name of Custodian as nominee. Owner shall continue to be the beneficial owner of such assets, and as such may withdraw such assets from the account, vote any such assets constituting securities or delegate the authority to vote such securities to any other person and proceed directly as a security holder against the issuer of any security in Owner's account without being obligated to join Investment Advisor or Custodian as a condition precedent to initiating such proceeding. Custodian shall provide to Owner periodic reporting of securities transactions.
- E. Transactions – Owner grants the exclusive authority to the Investment Advisor to direct the investment activities of the account. Owner authorizes the Custodian to accept all investment instructions from the Investment Advisor and acknowledges that more than one party may be authorized to request purchases, redemptions and exchanges on the account. Owner acknowledges that if instructions to purchase, redeem or transfer shares are submitted by multiple parties authorized to provide such instructions on the same day or for the same shares, the Custodian is authorized to act on the instructions of either authorized party without having to call either party to confirm or clarify the instructions. Custodian is authorized to collect for the account all interest and other payments of income or principal pertaining to assets held in the account, and to hold, invest, disburse, or otherwise dispose of any and all assets of the account upon the direction of the Owner or the Investment Advisor. The Custodian shall not be responsible for money or other property paid or delivered to any other person upon direction of the Owner or Investment Advisor. All sales and all purchases of securities or other investments made for the account by the Custodian shall be made pursuant to the direction of the Investment Advisor and/or Owner. Custodian shall, unless otherwise instructed in writing by the Owner or the Investment Advisor, have the power to make all trades through broker/dealers it selects (including affiliates) and shall, in any case, have the power to perform any