

Addendum
Trust Account
Agreement regulating use of a ATM / Visa Check Card

For _____

ACCT # _____

This Agreement governs the use of the Visa Check Card account, including all cards with the same account number, issued to any Trust or Trustee by The Citizens Bank of Edmond. This Agreement is an addendum to the Deposit Account Agreement and Disclosure and the Regulation E Disclosure. The terms and conditions of the Deposit Account Agreement and Disclosure and the Regulation E Disclosure are adopted by this Agreement and are incorporated herein by reference.

“Account” means a Visa Check Card account opened under this Agreement.

“Trust” means any entity organized and managed by a Trustee for the benefit of a beneficiary.

“Card(s)” means a Visa Check Card issued in connection with an account under this Agreement.

“Cardholder” includes any person who is named on the account, any person whose name is embossed on a Card, any person who signs the back of a Card, any person to whom the Card is issued, given, or allowed to possess or retain by the Trustee, whether or not such charge or use has been authorized by the Trustee, and any person who is given a Card by a Cardholder to use or to retain or who is allowed to possess a Card by a Cardholder.

The Trustee may authorize the Bank to issue several Cards to the Trustee or other persons under the same or different accounts. Upon such request, the Bank will issue the number of Cards requested by the Trustee, but in no event to exceed _____ Cards.

The Trustee and the Trust is responsible for all charges made by any Cardholder. The Trustee and Trust and any Cardholder shall be jointly and severally liable to the Bank to pay for all purchases of goods and / or services and for all cash advances obtained from the use of any Card; for all accrued Charges, including but not limited to service charges, interest and penalties, if applicable, together with all other charges set forth in the Deposit Account Agreement and Disclosure and the Regulation E Disclosure; and for the costs of any legal proceedings brought to enforce this Agreement, including but not limited to the attorney’s fees incurred by the Bank.

Notwithstanding the above, the Trustee is responsible for and shall pay any charges or any other credit resulting from the use of any Card by a Cardholder. The Trustee is responsible for any charges or any other credits resulting from the use of any card by any Cardholder notwithstanding that such charge or other use may have been outside the scope of the Cardholder’s authority. The Trustee and the Trust agree to hold the Bank harmless from and against any unauthorized charges or other use of a Card by any Cardholder. The Trustee and Trust further agree to hold both Visa and the Merchant harmless from and against any unauthorized charges or use of a Card by any Cardholder. The Trustee’s sole remedy in the event of any unauthorized use by a Cardholder is against the Cardholder. The Bank also reserves the right to proceed against any Cardholder or any user of the Card who makes charges of any type on the Card, whether authorized by the Trustee or otherwise.

DATE: _____

AUTHORIZED SIGNER(s): _____

