

Name of Business \_\_\_\_\_

Account Number \_\_\_\_\_

State where Organized/Registered/Principal Place of Business \_\_\_\_\_

TIN \_\_\_\_\_

**Business Type:**

- Sole Proprietor                       Corporation                       Limited Liability Company  
 Partnership                               Unincorporated Association                       Other

**1. Resolved**, that (the “Bank”) is hereby designated as a depository of the Business and that deposit accounts and/or time deposits (CDs) be opened and maintained in the name of this Business with the Bank in accordance with the terms of the Bank’s Deposit Agreement and Disclosures and the applicable rules and regulations for such accounts; that any one of the following authorized representatives, officers, employees, partners, members, managers, as applicable (“Authorized Person”):

Name _____	Title/Status _____
Name _____	Title/Status _____
Name _____	Title/Status _____
Name _____	Title/Status _____

is hereby authorized, on behalf of this Business and in its name, to execute and to sign any application, deposit agreement-related, signature card and any other documentation required by the Bank to open said accounts; to sign checks, drafts, notes, bills of exchange, acceptances, time deposits (CDs) or other orders for payment of money; to endorse checks, drafts, notes, bills, time deposits (CDs) or other instruments owned or held by this Business for deposit with Bank or for collection or discount by the Bank; to accept drafts, acceptances, and other instruments payable at the Bank; to place orders with the Bank for the purchase and sale of foreign currencies on behalf of this Business; to execute and deliver an electronic fund transfers agreement and to make transfers or withdrawals by electronic transfer on behalf of the Business; to obtain an access device (including but not limited to a card, code, or other means of access to the Business’s accounts) that may be used for the purpose of initiating electronic fund transfers [Business agrees and acknowledges that neither the Electronic Funds Transfer Act (15 U.S.C. 1693 et seq.) nor Regulation E (12 C.F.R. Part 205) are applicable to any such access device]; to establish and maintain a night deposit relationship; to execute and deliver a wire transfer agreement and to request, or to appoint or delegate from time to time, such persons who may request wires of funds; to enter into any agreements with the Bank for the provision by the Bank of various Treasury Management services to this Business as such Authorized Person may determine, in his or her sole discretion, and to sign any and all documents and take all actions required by Bank relative to such Treasury Management services or the performance of the Business’s obligations thereunder, and that any such Treasury Management agreement(s) shall remain in full force and effect until written notice to terminate given in accordance with the terms of any such agreement shall have been received by the Bank and that such termination shall not affect any action taken by the Bank prior to such termination; to rent or lease a safe deposit box from the Bank, to execute the rental agreement or lease, to enter the safe deposit box and to terminate the rental agreement or lease; to take whatever other actions or enter into whatever other agreements relating to the accounts or investment of funds in such accounts with the Bank and to execute, amend, supplement and deliver to Bank such agreements on behalf of the Business upon such terms and conditions as such Authorized Person may deem appropriate and to appoint and delegate, from time to time, such person(s) who may be authorized to enter into such agreements and take any other actions pursuant to such agreements in connection with said accounts that the Authorized Person deems necessary; and to waive presentment, demand, protest, and notice of protest or dishonor of any check, note, bill, draft, or other instrument made, drawn or endorsed by this Business; and

**2. Further Resolved**, that the Bank be and is hereby authorized to honor, receive, certify, pay or exchange for another instrument all instruments signed in accordance with the foregoing Resolution or Authorization, as applicable, even though such payment may create an overdraft or even though such instruments may be drawn, signed or endorsed to the order of any Authorized Person signing the same or tendered by such Authorized Person or a third party for exchange or cashing, or in payment of the individual obligation of such Authorized Person, or for deposit to such Authorized Person personal account and Bank shall not be required or be under any obligation to inquire as to the circumstances of the issuance or use of any instrument signed in accordance with the foregoing Resolution or Authorization, as applicable, or the application or disposition of such instrument or the proceeds thereof; and, further, that the Bank is authorized to honor any instructions regarding withdrawals, orders for payment or transfer of funds whether oral, by telephone or electronic means if such withdrawal, orders or transfer are initiated by an Authorized Person; and

**3. Further Resolved**, that the Bank be and is hereby requested, authorized and directed to honor and to treat as authorized, checks, drafts or other orders for the payment of money drawn or purportedly drawn in this Business’s name, including those payable to the individual order of any person



whose name appears thereon as signer thereof, when bearing or purporting to bear the facsimile signature of an Authorized Person authorized in the foregoing Resolution or Authorization, as applicable and Bank shall be entitled to honor, to treat as authorized, and to charge this Business for such checks, drafts, or other orders regardless of by whom or by what means the actual or purported facsimile signature thereon may have been affixed thereto, if such signature resembles the facsimile specimen duly certified to or filed with the Bank by the appropriate Authorized Person or if such facsimile signature resembles any facsimile signature previously affixed to any check, draft, or other order drawn in the Business's name, which check, draft, or other order was accepted and paid without timely objection by the Business, thereby ratifying the use of such facsimile signature; and the Business hereby indemnifies and holds the Bank harmless against any and all loss, cost, damage or expense suffered or incurred by the Bank arising out of or in any way related to the misuse or unlawful or unauthorized use by a person of such facsimile signature; and

**4. Further Resolved**, that endorsements for deposit may be evidenced by the name of the Business being written or stamped on the check or other instrument deposited, without designation of the party making the endorsement, and the Bank is authorized to supply any endorsement on any instrument tendered for deposit or collection; and

**5. Further Resolved**, that the appropriate Authorized Person of this Business shall certify to the Bank names and signatures of persons authorized to act on behalf of this Business under the foregoing Resolution or Authorization, as applicable, and in the event a change occurs in the identity of the Authorized Person, the undersigned shall immediately report, furnish and certify such changes to Bank and shall submit to the Bank a new account signature card reflecting such change(s) in order to make such changes effective and the Bank shall be fully protected in relying on such certifications and shall be indemnified and saved harmless from any claims, demands, expenses, losses, or damages resulting from, or growing out of, honoring the signature of any Authorized Person so certified, or refusing to honor any signature not so certified; and

**6. Further Resolved**, that the foregoing Resolution or Authorization, as applicable, shall remain in full force and effect and the authority herein given to all of said persons shall remain irrevocable as far as the Bank is concerned until three (3) business days after Bank is notified in writing of the revocation of such authority and that receipt of such notice shall not affect any action taken by the Bank prior thereto; and

**7. Further Resolved**, that all transactions by the undersigned, or any Authorized Person on its behalf and in its name with the Bank prior to the delivery to Bank of a certified copy of the foregoing Resolution or Authorization, as applicable, are, in all respects, hereby ratified, confirmed, approved and adopted; and

**8. Further Resolved**, that the appropriate Authorized Person be and hereby is, authorized and directed to certify these Resolutions or Authorizations, as applicable, to the Bank and that the provisions hereof are in conformity with the Business's Articles of Incorporation, Articles of Association, Articles of Organization, Charter, Rules, Agreement, Operating Agreement (or other Agreement), and/or Bylaws, as applicable, and that the appropriate Authorized Person be, and hereby is, authorized and directed to certify, from time to time hereafter, the names of the holders of the above authorized titles and their signatures on any signature card or other documentation required by said Bank.

**Sections 9, 10, 11 are applicable only if Partnership is checked on Page 1**

**9.** That the undersigned shall certify to Bank the names and signatures of the Authorized Person authorized to act on behalf of this Business under the foregoing instructions and notwithstanding any modifications or termination of any of the power of any of the above-named Authorized Persons to represent said Business, whether by expiration of the Partnership Agreement, by death or retirement of any, or by the accession of one or more new Partners, or otherwise, and notwithstanding any other notice thereof Bank may receive, this authority shall continue to be binding upon each of the undersigned individually and upon our legal representatives, and upon said Partnership and its successors, until written notice to the contrary, signed by one of the undersigned or on his/her behalf by his/her duly authorized agent or representative, shall have been received by the Bank; provided, however that the foregoing instructions shall remain in full force and effect and the authority herein given to all of said persons shall remain irrevocable as far as Bank is concerned until Bank has a reasonable time to act upon such notice to the contrary and such reasonable time cannot be less than three (3) business days after the Bank is notified in writing of the revocation of such authority and that receipt of such notice shall not affect any action taken by the Bank prior thereto; and

**10.** That if any other persons become interested in the Partnership as a Partner or other interested party in the business dealings of the Partnership, or if there is any change in the Partnership that might change the relationship of the Partners or the depository relationship with the Bank, or if said business shall become incorporated, the undersigned shall notify the Bank promptly; and

**11.** That it is expressly understood and agreed that each Partner is and shall be personally liable for the actions taken pursuant to authority granted herein and that the rights evidenced by or contained in this Business Resolution or Authorization, as applicable, are in addition to, and not in limitation of the rights inherent in a Partner; and

**Sections 12, 13, 14 are applicable only if Sole Proprietor is checked on Page 1**

**12.** That if any other person, firm or corporation acquires any right, title or interest in the Business or if my relationship thereto as sole owner be altered in any way, or if said Business shall become incorporated, the undersigned shall notify the Bank promptly; and

**13.** That in consideration of your acceptance of the accounts of said Business under the foregoing name and style. I agree to protect and indemnify Bank against all loss or liability, including court costs and attorney fees, arising from or growing out of the acceptance by said Bank for payment of credit of checks, drafts, notes, bills of exchange, acceptances, certificates of deposits or other orders and instruments drawn to the order of and endorsed in my name and/or in the name of said Business; and



Account Number: \_\_\_\_\_

14. That the undersigned has signed, acknowledged and filed in the proper office of the state of the Business's principal place of business any document(s) which may be required by the laws of said state to be filed by a person doing business under a fictitious or assumed name, if applicable.

**In Witness Whereof**, I certify that I am duly authorized to execute this Resolution or Authorization, as applicable, on behalf of the Business, and intending to bind the Business, I have hereunto subscribed my name, in my capacity to certify the adoption of the Resolution or Authorization, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Business Representative / Title

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**Bank Information**

Date \_\_\_\_\_  
Financial Center Name \_\_\_\_\_  
Employee's Name \_\_\_\_\_  
Employee's Phone Number \_\_\_\_\_

