



## **Business Deposit Account Application - Sole Proprietorship**

### **Description of a Sole Proprietorship:**

A Sole Proprietorship is a business owned and managed by one person (or for tax purposes, a husband and wife). Sole proprietorship is a common form of organization for a small business. This person alone receives the profits and is responsible for the obligations of the business. The owner of a sole proprietorship typically signs contracts in his or her own name, because the sole proprietorship has no separate identity under the law. Setting up a sole proprietorship may be easier than other business types since no legal formation documents need to be filed with any governmental agency, although tax registration and other permit and license requirements still apply. A sole proprietor may do business with a trade name other than his or her legal name. If so, a trade name registration is required. In Georgia, trade names are registered with the Clerk of Superior Court of the county where the business is located. Trade names are also known as fictitious names, assumed names or DBAs (short for doing business as).

### **Business Membership Application Checklist**

To apply for a Business Deposit Membership, please provide a copy of the documents in the checklist below.

- Completed Business Deposit Account Application
- Completed Business Account Card
- Completed Authorization Designation
- Current Business License or Occupational Tax Certificate
- Trade Name Registration if Applicable
- Business Website \_\_\_\_\_
- Employer Identification Number (TIN/EIN) or the Social Security Number of the Sole Proprietor
- Valid State-Issued ID or Driver's License and Social Security Number of the Sole Proprietor

\*Additional documentation may be required.



# GEORGIA'S OWN CREDIT UNION

P.O. Box 105205 • Atlanta, GA 30348 • georgiasown.org  
Phone: 404-874-1166 • 800-533-2062

New  Update Date: \_\_\_\_\_

## BUSINESS ACCOUNT FORM

### IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING AN 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 or business that opens an account. **What this means for you:** When you open an account, we will ask for your name, address, date of birth, if applicable, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**MEMBER/ACCOUNT OWNER**  UPDATE (describe):

BUSINESS/ORGANIZATION NAME MEMBER/ACCOUNT NUMBER

OTHER TRADE OR D/B/A NAME

MEMBERSHIP ELIGIBILITY  
 Resident of \_\_\_\_\_ County  Georgia's Own Foundation  Getting Ahead Association

STATE ORGANIZED  EIN/TIN  NATURE OF BUSINESS

TYPE OF BUSINESS/ ORGANIZATION  
 C Corporation  Limited Liability Company (LLC)  Partnership:  Trust/Estate  
 S Corporation  C = C Corporation  General  Unincorporated Organization/Association  
 Sole Proprietorship  S = S Corporation  Limited  Other: \_\_\_\_\_  
 Single Member LLC  P = Partnership  Limited Liability

BUSINESS LICENSE NUMBER  ISSUED BY  ISSUANCE DATE  EXPIRATION DATE

MAILING ADDRESS (STREET/CITY/STATE/ZIPCODE)  PHYSICAL ADDRESS (STREET/CITY/STATE/ZIPCODE)

BUSINESS PHONE  BUSINESS WEBSITE ADDRESS  BUSINESS EMAIL ADDRESS

**AUTHORIZED PERSON**  UPDATE (describe):

NAME  SSN/TIN  DATE OF BIRTH

HOME ADDRESS (STREET/CITY/STATE/ZIPCODE)  DRIVER'S LICENSE/PERSONAL ID NO.  STATE ID ISSUED BY

TITLE /POSITION  ID ISSUANCE DATE  ID EXPIRATION DATE

BUSINESS PHONE  CELL PHONE  HOME PHONE  EMAIL ADDRESS

**AUTHORIZED PERSON**  UPDATE (describe):

NAME  SSN/TIN  DATE OF BIRTH

HOME ADDRESS (STREET/CITY/STATE/ZIPCODE)  DRIVER'S LICENSE/PERSONAL ID NO.  STATE ID ISSUED BY

TITLE /POSITION  ID ISSUANCE DATE  ID EXPIRATION DATE

BUSINESS PHONE  CELL PHONE  HOME PHONE  EMAIL ADDRESS

**AUTHORIZED PERSON**  UPDATE (describe):

NAME  SSN/TIN  DATE OF BIRTH

HOME ADDRESS (STREET/CITY/STATE/ZIPCODE)  DRIVER'S LICENSE/PERSONAL ID NO.  STATE ID ISSUED BY

TITLE /POSITION  ID ISSUANCE DATE  ID EXPIRATION DATE

BUSINESS PHONE  CELL PHONE  HOME PHONE  EMAIL ADDRESS

**AUTHORIZED PERSON**  UPDATE (describe):

NAME  SSN/TIN  DATE OF BIRTH

HOME ADDRESS (STREET/CITY/STATE/ZIPCODE)  DRIVER'S LICENSE/PERSONAL ID NO.  STATE ID ISSUED BY

TITLE /POSITION  ID ISSUANCE DATE  ID EXPIRATION DATE

BUSINESS PHONE  CELL PHONE  HOME PHONE  EMAIL ADDRESS

BUSINESS PHONE  CELL PHONE  HOME PHONE  EMAIL ADDRESS



<b>ACCOUNT TYPE</b>	<input type="checkbox"/> UPDATE (describe): _____
<input type="checkbox"/> SHARE/SAVINGS: _____	<input type="checkbox"/> BUSINESS MONEY MARKET: _____
<input type="checkbox"/> BUSINESS CHECKING: _____	<input type="checkbox"/> OTHER: _____
<input type="checkbox"/> CERTIFICATE OF DEPOSIT: _____	<input type="checkbox"/> OTHER: _____

<b>ACCOUNT SERVICES</b>	<input type="checkbox"/> UPDATE (describe): _____
<input type="checkbox"/> BUSINESS DEBIT CARD: _____	<input type="checkbox"/> OVERDRAFT SERVICES (indicate transfer priority):
<input type="checkbox"/> ONLINE BUSINESS BANKING/MOBILE BANKING: _____	1. _____
<input type="checkbox"/> TELETALK: _____	2. _____

**TIN CERTIFICATION AND BACKUP WITHHOLDING INFORMATION**

*Under penalties of perjury, the undersigned certifies on behalf of the Account Owner that:*

1. *The number shown on this form is the Account Owner's correct taxpayer identification number (or the Account Owner is waiting for a number to be issued), and*
2. *The Account Owner is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the Account Owner that it is no longer subject to backup withholding, and*
3. *The Account Owner is a U.S. citizen or other U.S. person. For federal tax purposes, the Account Owner is considered a U.S. person if the Account Owner is: an individual who is a U.S. citizen or U.S. resident alien; a partnership, corporation, company, or association created or organized in the United States or under the laws of the United States; an estate (other than a foreign estate); or a domestic trust (as defined in Regulations section 301.7701-7).*
4. *The FATCA code(s) entered on this form (if any) indicating that the Account Owner is exempt from FATCA reporting is correct.*

**Certification Instructions.** Check the box for item 2 above if the Account Owner has been notified by the IRS that it is currently subject to backup withholding because it has failed to report all interest and dividends on its tax return. Checking the box serves to strike out the language related to underreporting. Complete the appropriate W-8 form if the Account Owner is not a U.S. person. If a separate W-8 form is completed, your signature does not serve to certify this section.

Exempt payee code (if any)	Exemption from FATCA reporting code (if any)
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**CONSENT TO CONTACT**

**BY SIGNING BELOW, YOU AUTHORIZE GEORGIA'S OWN CREDIT UNION TO DELIVER OR CAUSE TO BE DELIVERED TO YOU AT THE TELEPHONE NUMBERS PROVIDED ABOVE, ADVERTISING AND TELEMARKETING CALLS AND TEXT MESSAGES USING AN AUTOMATIC TELEPHONE DIALING SYSTEM AND/OR AN ARTIFICIAL OR PRERECORDED VOICE. YOU ARE NOT REQUIRED TO SIGN THIS AUTHORIZATION (EITHER DIRECTLY OR INDIRECTLY), OR AGREE TO ENTER INTO THIS AGREEMENT AS A CONDITION OF PURCHASING ANY PROPERTY, GOODS OR SERVICE (INCLUDING A LOAN).** You may withdraw the consent set forth herein by written notice to us at P.O. Box 105205, Atlanta, GA, 30348, via phone at 800-533-2062 or by any other reasonable means.

Signature	Date
<b>X</b>	
(Seal)	

**TITLE:** \_\_\_\_\_

Signature	Date
<b>X</b>	
(Seal)	

**TITLE:** \_\_\_\_\_

Signature	Date
<b>X</b>	
(Seal)	

**TITLE:** \_\_\_\_\_

Signature	Date
<b>X</b>	
(Seal)	

**TITLE:** \_\_\_\_\_

1. By executing this Business Account Form, you agree we and/or our third-party debt collectors, may contact you by telephone or text message at any telephone number associated with your account, including wireless telephone numbers (i.e. cell phone numbers) which could result in charges to you, in order to service this account or collect any amounts owed to us, excluding any contacts for telemarketing purposes as prescribed by law. You further agree methods of contact may include use of pre-recorded or artificial voice messages, and/or use of an automatic dialing device. You may withdraw the consent to be contacted on your cellular device by providing written notice to us at P.O. Box 105205, Atlanta, GA 30348, by email to DoNotCallMyCell@georgiasown.org, via phone at (800) 533-2062 or by any other reasonable means. If you have provided a wireless telephone number(s) (cell phone number) on or in connection with this application, you represent and agree you are the wireless (cell phone) subscriber with respect to each wireless telephone number(s) (cell phone number) provided by you to the Credit Union. Should you relinquish or otherwise no longer be the subscriber to a wireless telephone number (cell phone number) you provided to the Credit Union, you represent and agree that you will immediately notify the Credit Union of your relinquishment or nonsubscriber status of the wireless telephone number(s) (cell phone number).

2. In order to help mitigate harm to you and this account, we may contact you on any telephone number associated with the account, including a wireless telephone number (i.e. cell phone number), to deliver any messages related to suspected or actual fraudulent activity on the account, data security breaches or identity theft following a data breach, money transfers, or any other exigent messages permitted by applicable law. These contacts will not contain any telemarketing, cross-marketing, solicitation, advertising, or debt collection message of any kind. The contacts will be concise and limited in frequency as required by law. You will have an opportunity to opt-out of such communications at the time of delivery.

**AUTHORIZATION**

Signature(s) of an Authorized Person is/are required to transact business. (The signature of only one (1) Authorized Person/Signer is required if the foregoing blank is not completed.)

3. By signing or otherwise authenticating, the undersigned, on behalf of the Account Owner, apply(ies) for membership in Georgia's Own Credit Union and acknowledge(s) receipt of and agree(s) to the terms of this Business Account Form, the Business Membership and Account Agreement, the Funds Availability Policy Disclosure, additional documents and disclosures the Credit Union has provided, and to any amendments the Credit Union may make from time to time, which are applicable to the accounts and services requested herein. The undersigned also agree(s) to promptly notify the Credit Union in writing of any changes to the information contained on this document.

4. On behalf of the Account Owner, the undersigned also agree(s) that the information contained on this document is accurate, that any information updates identified on this Business Account Form amend all previously authenticated Business Account Form(s), and that such updates are subject to the terms and conditions of the applicable disclosures noted herein.

**5. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.**

Signature	Date
<b>X</b>	(Seal)

**TITLE:**

Signature	Date
<b>X</b>	(Seal)

**TITLE:**

Signature	Date
<b>X</b>	(Seal)

**TITLE:**

Signature	Date
<b>X</b>	(Seal)

**TITLE:**

**FOR CREDIT UNION USE ONLY**

MEMBERSHIP EFFECTIVE DATE	OPENED/APPROVED BY	
MEMBER VERIFICATION		
ENTITY FORMATION DOCUMENTS REVIEWED BY		
COPIES OBTAINED		
<input type="checkbox"/> CORPORATE RESOLUTION	<input type="checkbox"/> ARTICLES OF INCORPORATION/ORGANIZATION	<input type="checkbox"/> OPERATING AGREEMENT
<input type="checkbox"/> FINANCIAL STATEMENTS	<input type="checkbox"/> PARTNERSHIP AGREEMENT	<input type="checkbox"/> BYLAWS OR CODE OF REGULATIONS
<input type="checkbox"/> CREDIT REPORT	<input type="checkbox"/> OTHER: _____	
<input type="checkbox"/> OFAC/SDN LIST CHECKED	DATE CHECKED: _____	CHECKED BY: _____

## CERTIFICATION REGARDING BENEFICIAL OWNERS OF LEGAL ENTITY MEMBERS

### WHAT IS THIS FORM?

To help the government fight financial crime, Federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of legal entity members. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

### WHO HAS TO COMPLETE THIS FORM?

This form must be completed by the person opening a new account on behalf of a legal entity with any of the following U.S. financial institutions: (i) a bank or credit union; (ii) a broker or dealer in securities; (iii) a mutual fund; (iv) a futures commission merchant; or (v) an introducing broker in commodities.

For the purposes of this form, a **legal entity** includes a corporation, limited liability company, or other entity that is created by a filing of a public document with a Secretary of State or similar office, a general partnership, and any similar business entity formed in the United States or a foreign country. **Legal entity** does not include sole proprietorships, unincorporated associations, or natural persons opening accounts on their own behalf.

### WHAT INFORMATION DO I HAVE TO PROVIDE?

This form requires you to provide the name, address, date of birth and Social Security number (or passport number or other similar information, in the case of Non-U.S. persons) for the following individuals (i.e., the **beneficial owners**):

- (i) Each individual, if any, who owns, directly or indirectly, 25 percent or more of the equity interests of the legal entity member (e.g., each natural person that owns 25 percent or more of the shares of a corporation); **and**
- (ii) An individual with significant responsibility for managing the legal entity member (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer).

The number of individuals that satisfy this definition of "beneficial owner" may vary. Under section (i), depending on the factual circumstances, up to four individuals (but as few as zero) may need to be identified. Regardless of the number of individuals identified under section (i), you must provide the identifying information of one individual under section (ii). It is possible that in some circumstances the same individual might be identified under both sections (e.g., the President of Acme, Inc. who also holds a 30% equity interest). Thus, a completed form will contain the identifying information of at least one individual (under section (ii)), and up to five individuals (i.e., one individual under section (ii) and four 25 percent equity holders under section (i)).

The financial institution may also ask to see a copy of a driver's license or other identifying document for each beneficial owner listed on this form.

CONTINUE TO THE FOLLOWING PAGE

**CERTIFICATION OF BENEFICIAL OWNER(S)**

Persons opening an account on behalf of a legal entity must provide the following information.

**a. Name and Title of Natural Person Opening Account:**

NAME	TITLE
------	-------

**b. Name, Type and Address of Legal Entity for Which the Account is Being Opened:**

NAME	TYPE	ADDRESS (STREET/CITY/STATE/ZIPCODE)
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**c. The following information for each individual, if any, who directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity listed above. If no individual meets this definition, please check "Beneficial Owner Not Applicable" below and skip to the next section.**

 Beneficial Owner Not Applicable
**BENEFICIAL OWNER 1**

NAME	DATE OF BIRTH	ADDRESS (STREET/CITY/STATE/ZIPCODE)	OWNERSHIP % (IF ANY)
SOCIAL SECURITY NUMBER*	PASSPORT, DRIVER'S LICENSE OR OTHER ID NO.*	ID ISSUANCE DATE	ID EXPIRATION DATE
		COUNTRY OR STATE OF ISSUANCE*	

**BENEFICIAL OWNER 2**

NAME	DATE OF BIRTH	ADDRESS (STREET/CITY/STATE/ZIPCODE)	OWNERSHIP % (IF ANY)
SOCIAL SECURITY NUMBER*	PASSPORT, DRIVER'S LICENSE OR OTHER ID NO.*	ID ISSUANCE DATE	ID EXPIRATION DATE
		COUNTRY OR STATE OF ISSUANCE*	

**BENEFICIAL OWNER 3**

NAME	DATE OF BIRTH	ADDRESS (STREET/CITY/STATE/ZIPCODE)	OWNERSHIP % (IF ANY)
SOCIAL SECURITY NUMBER*	PASSPORT, DRIVER'S LICENSE OR OTHER ID NO.*	ID ISSUANCE DATE	ID EXPIRATION DATE
		COUNTRY OR STATE OF ISSUANCE*	

**BENEFICIAL OWNER 4**

NAME	DATE OF BIRTH	ADDRESS (STREET/CITY/STATE/ZIPCODE)	OWNERSHIP % (IF ANY)
SOCIAL SECURITY NUMBER*	PASSPORT, DRIVER'S LICENSE OR OTHER ID NO.*	ID ISSUANCE DATE	ID EXPIRATION DATE
		COUNTRY OR STATE OF ISSUANCE*	

**d. The following information for one individual with significant responsibility for managing the legal entity listed above, such as:**

- An executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or
- Any other individual who regularly performs similar functions (if appropriate, an individual listed under section (c) above may also be listed in this section (d)).

NAME	ADDRESS (STREET/CITY/STATE/ZIPCODE)	OWNERSHIP % (IF ANY)
TITLE	DATE OF BIRTH	
SOCIAL SECURITY NUMBER*	PASSPORT, DRIVER'S LICENSE OR OTHER ID NO.*	ID ISSUANCE DATE
		ID EXPIRATION DATE
		COUNTRY OR STATE OF ISSUANCE*

\* For U.S. Persons: Provide a Social Security Number, State Driver's License, ID Number and State of Issuance.

For Non-U.S. Persons: Provide a Social Security Number, passport number and country of issuance, or other similar identification number, such as an alien identification card number or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

**CERTIFICATION SIGNATURE**

I, \_\_\_\_\_ (name of natural person opening account), hereby certify, to the best of my knowledge, that the information provided above is complete and correct. I also agree, on behalf of the Legal Entity identified above, that the Credit Union will be notified of any change in such information.

Signature	Date
X	(Seal)



# GEORGIA'S OWN CREDIT UNION

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Phone: 404-874-1166 • 800-533-2062

## AUTHORIZATION DESIGNATION

BUSINESS/ORGANIZATION NAME	MEMBER/ACCOUNT NUMBER
LOCATION OF PRINCIPAL OFFICE	STATE OF ORGANIZATION
The Type of Business/Organization for the above named entity is indicated on the Business Account Form. The Authorized Person(s) certify the selection is accurate and agree to provide updates or corrections, if necessary.	
The following authorization(s) is (are) attached to and is (are) a part of this document:	
<input type="checkbox"/> Authorization for Deposit Accounts	<input type="checkbox"/> Authorization for Borrowing
Dated:	Dated:

### Instructions:

- If the Business/Organization is organized as a corporation, execute **Adoption by Vote of Governing Persons** OR **Adoption by Unanimous Written Consent of Governing Persons** section.
- If the Business/Organization is organized as a sole proprietorship, partnership, limited liability company or other non-corporate type of entity, execute **Adoption by Unanimous Written Consent of Governing Persons** section.

### ADOPTION BY VOTE OF GOVERNING PERSONS

The undersigned certifies that he/she is the custodian of the corporate seal (if any) and of the minutes and records of the above named Business/Organization and has been authorized and directed to certify to the Credit Union that the following attached documents are true and correct copies of resolutions and agreements duly adopted by a vote of the governing members of the Business/Organization in accordance with the law and, as applicable, the Articles of Incorporation, Operating Agreement, Bylaws or Code of Regulations, Constitution, Charter and/or rules of the Business/Organization; and that such resolutions have not been withdrawn or changed. The undersigned further certifies that all of the information provided above is true.

Signature	Date
X	(Seal)

Name (print):

Title:

### ADOPTION BY UNANIMOUS WRITTEN CONSENT OF GOVERNING PERSONS

The undersigned adopt on behalf of the Business/Organization the following attached resolutions and agree to all actions directed therein. The death or withdrawal of any person signed below shall not constitute a revocation of any authority granted by such resolutions until the Credit Union is notified in writing of such death and the extent of any resulting revocation. Furthermore, the undersigned certify(ies) that he/she/they constitute(s) all of the persons vested with authority to make decisions on behalf of the Business/Organization and that no person with decision-making authority has been omitted; that they are authorized to adopt resolutions by unanimous written consent; that all of the information provided above is true; that the attached are true and correct copies of resolutions adopted by this unanimous written consent; that adoption of these resolutions is in accordance with the law and, as applicable, the Articles of Incorporation or Organization, Operating Agreement Bylaws or Code of Regulations, Constitution, Charter and/or rules of the Business/Organization; and that such resolutions have not been withdrawn or changed.

Signature	Date
X	(Seal)

Name (print):

Signature	Date
X	(Seal)

Name (print):

Signature	Date
X	(Seal)

Name (print):

Signature	Date
X	(Seal)

Name (print):

Signature	Date
X	(Seal)

Name (print):

Signature	Date
X	(Seal)

Name (print):

**AUTHORIZATION FOR DEPOSIT ACCOUNTS**

**WHEREAS** on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, it has been determined that it is in the best interest of the Business/Organization to establish a membership in and depository relationship with \_\_\_\_\_ ("Credit Union"); and

**WHEREAS** Business/Organization has considered the terms of the Business Membership and Account Agreement governing accounts established at the Credit Union;

**NOW, THEREFORE, BE IT RESOLVED AND AGREED**, that the Credit Union is hereby designated as a depository of funds belonging to the Business/Organization.

**BE IT FURTHER RESOLVED AND AGREED**, that the person(s) designated below as an Authorized Person(s) has (have) the authority to establish a depository relationship with the Credit Union and may, from time to time, open one or more deposit account(s) of any type. It is distinctly agreed and understood that the designated Authorized Person(s) is (are) vested with all power and authority described for an Authorized Person in the Business Membership and Account Agreement.

**BE IT FURTHER RESOLVED AND AGREED**, that the Credit Union will be notified promptly and in writing of any change pertaining to the Authorized Person(s) identified below, of any change in the ownership, legal structure, or management of the Business/Organization, and upon any dissolution or bankruptcy of the Business/Organization.

**BE IT FURTHER RESOLVED AND AGREED**, that the Credit Union may rely on any actual or facsimile signature that reasonably resembles the facsimile or specimen signature of an Authorized Person provided below, in the exercise of any authority granted by the Business Membership and Account Agreement until notified in writing of a change; that the Credit Union shall not be held liable for refusing to honor any signature where the Business/Organization has not provided to the Credit Union a facsimile or specimen signature; that the Business/Organization holds the Credit Union harmless from and agrees to indemnify the Credit Union for all claims, demands, losses, costs, damages or expenses including reasonable attorney's fees suffered or incurred by the Credit Union resulting from payments and disbursements made or any other actions the Credit Union takes in good faith in reliance on the actual or facsimile signatures of an Authorized Person, provided that when a signature is required to exercise the authority described in the Business Membership and Account Agreement, the signature of an Authorized Person with respect to deposit accounts must appear on the appropriate document.

**AUTHORIZED PERSON(S) FOR DEPOSIT ACCOUNTS**

Facsimile/Specimen Signature	Date
<b>X</b>	(Seal)

Name (print):  
Title:

Facsimile/Specimen Signature	Date
<b>X</b>	(Seal)

Name (print):  
Title:

Facsimile/Specimen Signature	Date
<b>X</b>	(Seal)

Name (print):  
Title:

Facsimile/Specimen Signature	Date
<b>X</b>	(Seal)

Name (print):  
Title:

**BE IT FURTHER RESOLVED AND AGREED**, that as noted below, this Authorization for Deposit Accounts:

- Is the first Authorization for Deposit Accounts presented to the Credit Union.
- Expressly revokes and replaces any and all prior Authorizations for Deposit Accounts adopted by the Business/Organization and presented to the Credit Union.
- Supplements any and all prior Authorizations for Deposit Accounts adopted by the Business/Organization and presented to the Credit Union.

*(If none of the above boxes are checked, the Credit Union may assume that this document revokes and replaces any and all prior Authorizations for Deposit Accounts that may be on file.)*



**AUTHORIZATION FOR BORROWING**

**WHEREAS** on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, it has been determined that it is in the best interest of the Business/Organization to establish a borrowing relationship with \_\_\_\_\_ ("Credit Union")

**NOW, THEREFORE, BE IT RESOLVED AND AGREED**, that the following person(s) is (are) designated as an Authorized Person and is (are) authorized to do the following:

- 1) Obtain loans of any kind from time to time from the Credit Union;
- 2) Sign notes and credit agreements evidencing loans received from the Credit Union at such rates and terms as may be required by the Credit Union and as deemed proper by the Authorized Person(s);
- 3) Pledge, assign, mortgage or otherwise grant a security interest in any or all real property, fixtures, tangible, or intangible personal property, or any other assets of the Business/Organization for the purpose of securing loans and credit extended by the Credit Union to the Business/Organization or to guarantee and/or secure indebtednesses of others to the Credit Union, and may execute and deliver to the Credit Union security agreements, assignments, mortgages, hypothecations, agreements not to encumber and other agreements, which may contain any promises, warranties, representations, terms and conditions the Authorized Person(s) deems proper, and may execute any document or perform any act for the purpose of perfecting a security interest including delivering property into the Credit Union's possession as well as withdrawing and substituting such property from time to time;
- 4) Endorse or assign with or without recourse and deliver to the Credit Union for negotiation, discount, deposit, application to loan balances or for collateral purposes, notes, drafts, checks, certificates of deposit, acceptances, chattel paper, accounts, commercial and other business paper, now owned or hereafter acquired by the Business/Organization;
- 5) Execute and deliver to the Credit Union applications, agreements and other instruments the Credit Union requires for the issuance of letters of credit for the benefit of and to be held by the Business/Organization; and
- 6) Enter into subordination and guarantee agreements and grant other financial accommodations to the Credit Union.

**BE IT FURTHER RESOLVED AND AGREED**, that the Credit Union will be notified promptly and in writing of any change pertaining to the Authorized Person(s) identified below, any change in the ownership, legal structure, or management of the Business/Organization, and upon any dissolution or bankruptcy of the Business/Organization.

**BE IT FURTHER RESOLVED AND AGREED**, that the Credit Union may rely on any actual or facsimile signature that reasonably resembles the facsimile or specimen signature of an Authorized Person provided below, in the exercise of any of the foregoing powers until notified in writing of a change; that the Credit Union shall not be held liable for refusing to honor any signature where the Business/Organization has not provided to the Credit Union a facsimile or specimen signature; that the Business/Organization holds the Credit Union harmless from and agrees to indemnify the Credit Union for all claims, demands, losses, costs, damages or expenses, including reasonable attorney's fees suffered or incurred by the Credit Union resulting from payments made or any other actions the Credit Union takes in good faith in reliance on the actual or facsimile signatures of an Authorized Person, provided that the signature of an Authorized Person with respect to borrowing must appear on the appropriate document.

**AUTHORIZED PERSON(S) FOR BORROWING**

Facsimile/Specimen Signature	Date
<b>X</b>	
(Seal)	

Name (print):

Title:

Facsimile/Specimen Signature	Date
<b>X</b>	
(Seal)	

Name (print):

Title:

Facsimile/Specimen Signature	Date
<b>X</b>	
(Seal)	

Name (print):

Title:

Facsimile/Specimen Signature	Date
<b>X</b>	
(Seal)	

Name (print):

Title:

**BE IT FURTHER RESOLVED AND AGREED**, that as noted below, this Authorization for Borrowing:

- Is the first Authorization for Borrowing presented to the Credit Union.
- Expressly revokes and replaces any and all prior Authorizations for Borrowing adopted by the Business/Organization and presented to the Credit Union.
- Supplements any and all prior Authorizations for Borrowing adopted by the Business/Organization and presented to the Credit Union.

*(If none of the above boxes are checked, the Credit Union may assume that this document revokes and replaces any and all prior Authorizations for Borrowing that may be on file.)*



## **BUSINESS MEMBERSHIP AND ACCOUNT AGREEMENT**

This Business Membership and Account Agreement ("Agreement") covers the rights and responsibilities concerning accounts held by a business or organization account owner ("Account Owner") and the credit union providing this agreement ("Credit Union"). In this Agreement, the words "you," "your" and "yours" mean the Account Owner as well as each person signing a Business Account Form or other account opening document ("Account Form") or for which membership and/or service requests are otherwise approved. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more share or deposit accounts you have with the Credit Union.

**IMPORTANT INFORMATION 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.

**What this means for you:** When you open an account, we will ask for your name, address, date of birth, if applicable, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**1. CONTRACT** - Your account with the Credit Union is held individually in the name of the Account Owner. By signing an Account Form or authenticating your request, or by adding, changing or continuing to use your accounts and services, you agree to the terms and conditions in this Agreement, the Account Form, any Funds Availability Policy Disclosure, rate sheet, fee schedule, Account Receipt or other disclosure we provide to you, the Credit Union Bylaws or Code of Regulations (Bylaws), Credit Union policies, and any amendments we make to these documents from time to time, all of which collectively govern your membership, accounts and services. You also agree that your accounts and services are governed by applicable present and future federal and state laws, local banking customs and clearinghouse rules.

**2. MEMBERSHIP ELIGIBILITY** - To join the Credit Union, the Account Owner must meet the membership requirements including as applicable, purchasing and maintaining a minimum share balance (hereinafter membership share) and/or paying a membership fee, as set forth in the Credit Union's Bylaws or established from time to time by the Credit Union's Board of Directors. You authorize us to check your account, credit and employment history, and obtain reports from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request and for other accounts, products, or services we may offer you or for which you may qualify.

### **3. ACCOUNT ACCESS**

**a. Authorized Persons.** The following are deemed Authorized Persons who may establish accounts at the Credit Union and act on behalf of the Account Owner with respect to such accounts:

- If the Account Owner is a sole proprietorship, the business owner and any person designated by the business owner;
- If the Account Owner is a partnership, each partner (or general partner in the case of a limited partnership) and any person designated by the partners; or
- If the Account Owner has any other form of organization or is an unincorporated organization or association, the individuals vested with the power to make decisions concerning the operation of the Account Owner must designate the persons authorized to establish accounts at the Credit Union and transact business on such accounts on behalf of the Account Owner.

**b. Authority.** Authorized Persons are vested with authority to open and close accounts on behalf of the Account Owner and transact business of any nature on such accounts, including but not limited to the following:

- Depositing, withdrawing and transferring funds into, out of and between one or more accounts;
- Signing checks, drafts and other orders for payment or withdrawal;
- Issuing instructions regarding orders for payment or withdrawal;
- Endorsing any check, draft, certificate, share certificate and any other instrument or order for payment owned or held by the Account Owner; and
- Receiving information of any nature about the account.

We have no obligation to inquire as to the use of any funds or the purpose of any transaction made on your account by an Authorized Person and are not responsible for any transaction by an Authorized Person.

We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. It is your responsibility to provide us with specimen signatures of all Authorized Persons and to inform us immediately in writing of any changes. If you have authorized the use of a facsimile signature of any Authorized Person, we may honor any document that appears to bear the facsimile signature.

**c. Access Options.** You may access your account in any manner we permit including, for example, in person at one of our branch offices, at an ATM or point-of-sale device, or by mail, telephone, automatic transfer, internet access, or mobile application. Authorized Persons may execute additional agreements and documents we require to access, transact business on and otherwise exercise authority over your account. We may return as unpaid any check or draft drawn on a form we do not provide. Any losses, expenses or fees we incur as a result of handling such a check or draft will be charged to your account.

**d. Credit Union Examination.** We may disregard information on any check or draft, other than the signature of the drawer, the amount of the item and any magnetic encoding. You agree we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

**4. DEPOSIT OF FUNDS REQUIREMENTS** - Funds may be deposited to your accounts in any manner approved by the Credit Union and in accordance with any requirements set forth on our business account rate sheet and fee schedule. We have the right to refuse any deposit, limit the amount that may be offered for deposit, and return all or any part of a deposit. Deposits made by mail, at night depositories or other unstaffed facilities are not our responsibility until we receive them.

**a. Endorsements.** We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to or to the order of the Account Owner, even if they are not endorsed. If an insurance, government, or other check or draft requires an endorsement, we may require that it be endorsed as set forth on the item. We may but are not required to accept, whether for cash or other value, checks, drafts, or items made payable to the Account Owner, provided such items are endorsed with an original or facsimile signature of an Authorized Person. Endorsements must be made on the back of the check or draft within 1½ inches from the top edge, although we may accept endorsements outside this space. However, any loss we incur due to a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility. If we offer a remote deposit capture service and you have been approved to use the service to make deposits to your account, you agree that, prior to transmitting check or draft images, you will restrictively endorse each original check or draft in accordance with any other agreement with us that governs this service. If a check, draft or other item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft or item as though it is payable to either person.

**b. Collection of Items.** We act only as your agent, and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. We are not liable for the loss of an item in transit or the negligence of any correspondent. Each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor financial institution extra time beyond any midnight deadline limits.

**c. Restrictive Legends.** Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include "two signatures required," "void after 60 days," and "not valid over \$500.00." We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restriction or limitation.

**d. Final Payment.** All items and Automated Clearinghouse (ACH) transfers credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items and impose a return item fee on your account. Any collection fees we incur may also be charged to your account. We reserve the right to refuse or return any item or funds transfer.

**e. Direct Deposits.** We may offer direct deposit services, including preauthorized deposits (e.g. payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize direct deposits by completing a separate authorization document. You must notify us at least thirty (30) days in advance if you wish to cancel or change a direct deposit or preauthorized transfer. Upon a bankruptcy filing, unless you cancel an authorization we will continue making direct deposits in accordance with your authorization on file with us, as allowed by applicable law. Any cancellation or change will become effective once we receive notice from you and have a reasonable period of time to act on your request. If we are required to reimburse a government agency for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits.

**f. Crediting of Deposits.** Deposits will be credited to your account on the day we consider them received as stated in our Funds Availability Policy Disclosure.

**5. FUNDS TRANSFERS** - Funds transfers we permit that are subject to Article 4A of the Uniform Commercial Code, including Automated Clearinghouse (ACH) credit transactions and wire transfers, will be subject to such provisions of the Uniform Commercial Code as enacted by the state where the main office of the Credit Union is located, except as otherwise provided in this Agreement. ACH transfers are subject to rules of the National Automated Clearinghouse Association (NACHA). If we execute requests for funds transfers by Fedwire, such transfers are subject to the Federal Reserve Board's Regulation J.

**a. Authorization for Transfers/Debiting of Accounts.** Any Authorized Person is authorized to make or order funds transfers to or from your account. We will debit your account for the amount of a funds transfer and will charge your account for any fees related to the transfer.

**b. Right to Refuse to Make Transfers/Limitation of Liability.** Unless we agree otherwise in writing, we reserve the right to refuse to execute any payment order to transfer funds to or from your account. We are not obligated to execute any payment order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available funds in your account. We are not liable for errors, delays, interruptions or transmission failures caused by third parties or circumstances beyond our control, including mechanical, electronic or equipment failure. In addition, we will not be liable for consequential, special, punitive or indirect loss or damage you may incur in connection with funds transfers to or from your account.

**c. No Notice Required.** We will not provide you with notice when funds transfers are credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received.

**d. Interest Payments.** If we fail to properly execute a payment order and such action results in a delay in payment to you, applicable law requires that we pay you interest for the period of delay. Based on your account type, we will pay you such interest in the form of dividend or interest payments, whichever applies. You agree that the dividend or interest rate paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period.

**e. Provisional Credit for ACH Transactions.** We may provisionally credit your account for an ACH transfer before we receive final settlement. If we do not receive final settlement, we may reverse the provisional credit or require you to refund us the amount provisionally credited to your account, and the party originating the transfer will not be considered to have paid you.

**f. Payment Order Processing and Cut-off Times.** Payment orders we accept will be executed within a reasonable time of receipt. Unless we have agreed otherwise in writing, a payment order may not necessarily be executed on the date it is received or on a particular date you specify. Cut-off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments. Funds transfers, payment orders, cancellations, and amendments received after a cut-off time may be treated as having been received on the next funds transfer business day. Information about any cut-off times is available upon request. From time to time, we may need to temporarily suspend processing of a transaction for greater scrutiny of verification in accordance with applicable law. This action may affect settlement or availability of the transaction.

**g. Identifying Information.** If your payment order identifies the recipient and any financial institution by name and account or other identifying number, the Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account or other identifying number, even if the number identifies a different person or financial institution.

**h. Amendments and Cancellations of Payment Orders.** Any Authorized Person may amend or cancel a payment order regardless of whether that person initiated the order. We may refuse requests to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request to amend or cancel a payment order that we accept will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order.

**i. Security Procedures.** We may require you to follow a security procedure to execute, amend or cancel a payment order so that we may verify the authenticity of the order, amendment or cancellation. You agree that the security procedure established by separate agreement between you and the Credit Union is commercially reasonable. If you refuse to follow a commercially reasonable security procedure that we offer, you agree to be bound by any payment order, whether authorized or not, that is issued in your name and accepted by us in good faith in accordance with the security procedure you choose.

**j. Duty to Report Unauthorized or Erroneous Funds Transfers.** You must exercise ordinary care to identify and report unauthorized or erroneous funds transfers on your account. You agree that you will review your account(s) and

periodic statement(s). You further agree you will notify us of any unauthorized or erroneous transfers within the time frames described in the "Statements" section of this Agreement.

**k. Recording Telephone Requests.** You agree that we may record payment order, amendment and cancellation requests as permitted by applicable law.

**6. ACCOUNT RATES AND FEES** - We pay account earnings and assess fees against your account as set forth in our business account rate sheet and fee schedule. We may change our business account rate sheet and fee schedule at any time and will notify you as required by law.

**7. TRANSACTION LIMITATIONS** - We reserve the right to restrict withdrawals or transfers from your account and shall not be liable for any restrictive action we take regarding withdrawals, transfers, or the payment or non-payment of checks and drafts, except those damages which may arise solely as a result of the Credit Union's negligence.

**a. Withdrawal Restrictions.** We permit withdrawals if your account has sufficient available funds to cover the full amount of the withdrawal, and may otherwise honor withdrawal requests in accordance with our overdraft policies or any overdraft protection service you have established with us. Checks and drafts or other transfers or payment orders which are drawn against insufficient available funds may be subject to a fee as set forth in our business account fee schedule. If there are sufficient available funds to cover some, but not all, of your withdrawal request, we may otherwise allow you to make a withdrawal in an amount for which there are sufficient available funds.

We may limit or refuse a withdrawal in some situations, and will advise you accordingly if, for example: (1) there is a dispute between Authorized Persons (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; (5) you fail to repay a Credit Union loan on time; (6) for non-corporate accounts, a depositor is deceased; or, for corporate accounts, the corporation is in bankruptcy proceedings or has been dissolved and the required disposition of the account has not been made; (7) someone with authority to do so requests us not to permit the withdrawal; or (8) there are other circumstances which do not permit us to make the withdrawal. We also reserve the right to refuse any withdrawal which is attempted by any method not specifically permitted by us. We may require you to give written notice of 7 to 60 days before any intended withdrawals.

**b. Transfer Limitations.** For accounts subject to transfer limitations, you may not make more than six withdrawals and transfers to another Credit Union account of yours or to a third party during any month by means of a preauthorized, automatic or internet transfer, by telephonic order or instruction, or by check, draft, debit card, if applicable, or similar order. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders, including orders received via ACH. When a transfer exceeds these limitations, we may refuse or reverse it, assess fees against your account, suspend your account, or close your account and transfer the balance to an account without such transfer limitations. There is no limit on the number of transfers you may make to a Credit Union loan account or on the number of withdrawals you may make if the withdrawal is made in person, by mail, messenger or at an ATM. There is also no limit on the number of telephone requests for withdrawals in the form of a check or draft which is then mailed directly to you, although we may impose a fee for such services.

**8. CERTIFICATE ACCOUNTS** - Any term share, share certificate, time deposit or certificate of deposit account, whichever we offer as allowed by applicable federal or state law, is subject to the terms of this Agreement, our business account rate sheet and fee schedule, Account Receipt(s), if provided, and any other documents we provide for the account, the terms of which are incorporated herein by reference.

**9. OVERDRAFTS, ORDER OF PAYMENTS, TEMPORARY HOLDS, ACTUAL VS. AVAILABLE BALANCES AND DISHONORED ITEMS**

**a. Insufficient Funds/Overdrafts.** If, on any day, the available balance in your account is not sufficient to pay the full amount of a check, draft, transaction or other item that is presented for payment from the account, we may return the item or honor it in accordance with our overdraft policies or any overdraft service you have established with us. We are not required to pay any item that exceeds the available balance in your account. Items drawn on your account may be paid in any order we choose. The available balance for your account is determined according to our funds availability policy and reflects pending transactions you have authorized but have not yet posted to your account. We may determine whether the available balance in your account is sufficient to pay an item at any time between presentation of the item and our midnight deadline, with only one review of the account required. We are not required to notify you if your account does not have sufficient available funds to pay the item. Your account may be subject to a fee as disclosed in our business account fee schedule for each item presented against an insufficient available balance, regardless of whether we return or honor the item.

If you have established an overdraft service with us that links your share or deposit account with other Credit Union accounts of yours, you authorize us to transfer funds from those accounts to cover the amount of any items that exceed the available balance in your account as well as the amount of any fee assessed for the transfer. Such transfers may be made from another share or deposit account, an overdraft line-of-credit account, or other account you so designate. If we, at our discretion and as a courtesy to you, honor items that exceed the available balance in

your account, the account will be overdrawn and you agree to repay the overdrawn amount, plus any fee assessed by us, in accordance with the requirements established in any other agreement with us that governs this overdraft protection service. By exercising our discretionary right to honor such items, we do not agree to honor them in the future.

**b. Order of Payments.** Checks, drafts, transactions, and other items may not be processed in the order that you make them. The order in which we process checks, drafts or items, and execute other transactions on your account may affect the total amount of overdraft fees that may be charged to your account. When processing items drawn on your account, our policy is to pay them as we receive them. We commonly receive items to be processed against your account(s) multiple times per day in what is referred to as “presentment files”. Each presentment file received contains a large amount of a specific type of item (Check, ACH, or ATM/POS). It is common for each of these presentment files to contain multiple items to be processed against your account. In this case, when multiple items are received at once, the items will be paid as follows: ACH items in each presentment file post credits first, then debits paid by dollar amount, lowest to highest. We generally receive two ACH presentment files per day. Checks are paid in order of dollar amount, lowest to highest. ATM/POS items are paid in the order they are presented. Items performed in person such as withdrawals or checks cashed at one of our locations or a shared branch, are generally paid at the time they are performed.

Our payment policy may cause your larger items to not be paid first (such as your rent or mortgage payment), but may reduce the amount of overdraft or NSF fees you have to pay if funds are not available to pay all of the items.

**c. Temporary Holds and Authorizations for Amounts in Excess of Transactions.** To facilitate certain transactions you make, we may place temporary holds on funds in your accounts. The Credit Union can neither control the parties with whom you do business nor regulate the processing of transactions through the commercial networks used to facilitate your transactions. Therefore, it is your obligation to ensure that your available balance is sufficient to cover the transactions you make – including the amount that may be subject to these holds. Pursuant to the processing networks rules, a merchant (hotel, car rental company, retailer, etc.) may obtain authorization for up to three times the total estimated amount of your actual hotel stay, car rental or purchase. Even if your bill is satisfied with another form of payment, the merchant/retailer may continue to hold the funds as originally authorized by you, which will reduce your available balance until your bill is finally settled with such merchant(s). This may cause an insufficient funds situation in your account(s).

**d. “Actual Balances and Available Balances”.** As explained in this Agreement, there are many circumstances that will affect your access to the funds in your account(s). Your account records may show an “Actual Balance” and an “Available Balance”. The Actual Balance is the total amount of funds in your account(s). The Available Balance is the amount of the Actual Balance that is available for transactions (withdrawals, write checks, debit transactions, online banking or other authorized transactions). These amounts may vary due to temporary holds on deposits as outlined in the Funds Availability Policy disclosure and transaction requirements of the payment networks processing merchant transactions. You should take care to make transactions against the Available Balance only, as these are the only funds you may access for transactions. If you exceed the Available Balance (even though the Actual Balance may be greater) you may overdraw your account, as new or additional transactions cannot be processed until funds are available for transactions. This may result in Insufficient Funds Transactions, Returned Items and Fees including Overdraft Protection Fees as a result of exceeding your Available Balance.

**e. Dishonored Items.** We may redeposit an item taken for deposit, cash or other value, or we may return the item to you and charge your account. If your account does not contain sufficient available funds as described above, to reimburse us for the amount of the item, you must repay us for the amount we are unable to collect from your account. If we choose to redeposit an item, we are not required to notify you that the item was returned unpaid. We may charge your account and/or seek recovery directly from you for any item that is returned due to your breach of warranty under the Uniform Commercial Code as adopted in the state where our main office is located.

**10. CHECKS OR DRAFTS PRESENTED FOR PAYMENT IN PERSON** - We may refuse to accept any check or draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft, and we shall have no liability for refusing payment. If we agree to cash a check or draft that is presented for payment in person, we may require the presenter to pay a fee. Any applicable fees for cashing checks or drafts are stated in our business account fee schedule.

**11. POSTDATED AND STALEDATED CHECKS OR DRAFTS** - You agree not to draw or issue any check or draft that is postdated. If you draw or issue a check or draft that is payable on a future date, we will have no liability if we pay the check or draft before its payment date. You agree not to deposit checks, drafts, or other items before they are properly payable. We are under no obligation to pay a check or draft drawn on your account that is presented more than six months after the date it was written; however, if the check or draft is paid against your account, we will have no liability for such payment.

**12. FOREIGN CURRENCY** - All checks or drafts drawn on your account shall be payable in currency of the United States. You agree not to draw a check or draft that is payable in any foreign currency. If you give us an order to pay a

check or draft in a foreign currency, we have the right to return the check or draft unpaid. However, if we pay the check or draft, we will not be responsible for the currency conversion or any fees assessed for collection, and you will be bound by our determination of the currency conversion rate, the data used and the manner in which we make the conversion.

### 13. STOP PAYMENT ORDERS

**a. Stop Payment Order Request.** Any Authorized Person may request a stop payment order on any check or draft drawn on your account. To be binding, the order must accurately describe the check or draft, including the exact account number, check or draft number, and amount of the check or draft. This exact information is necessary for the Credit Union to identify the check or draft. If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the check or draft. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity to act on it. If we recredit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the check or draft, and to assist us in any legal action.

You may not stop payment on any certified check, cashier's check, teller's check or any other check, draft or payment guaranteed by us.

**b. Duration of Order.** You may make an oral stop payment order which will lapse within 14 calendar days unless you confirm it in writing, or in a record if allowed by applicable law, within that time. A written stop payment order is effective for six months and may be renewed from time to time in writing, or in a record if allowed by applicable law. We do not have to notify you when a stop payment order expires.

**c. Liability.** Fees for stop payment orders are set forth on our business account fee schedule. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You have the burden of establishing the fact and amount of loss resulting from the payment of an item contrary to a binding stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees and all damages or claims related to our refusal to pay an item, as well as claims of the Account Owner or of any payee or indorsee for failing to stop payment of an item as a result of incorrect information provided by you.

**14. CREDIT UNION LIABILITY** - If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law or elsewhere in this Agreement. We will not be liable if, for example: (1) your account contains insufficient available funds for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We are not liable if checks, drafts or other items were forged or altered so that the forgery or alteration could not be reasonably detected. We will not be liable for consequential damages, except liability for wrongful dishonor. We are not responsible for a check or draft that is paid by us if we acted in a commercially reasonable manner and exercised ordinary care. We exercise ordinary care if our actions or nonactions are consistent with applicable state law, federal reserve regulations and operating letters, clearinghouse rules, and general banking practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement.

**15. UNAUTHORIZED USE OF CHECK OR DRAFT WRITING AND FACSIMILE SIGNATURE EQUIPMENT** - You are responsible for maintaining the security of all facsimile signatures, check or draft writing equipment and supplies. You must promptly notify us in writing of the loss or theft of any checks or drafts or the unauthorized use of facsimile signature equipment, as well as the circumstances surrounding the loss, theft or unauthorized use. We are not liable for any unauthorized use of a facsimile signature.

**16. PLEDGE OF SHARES, RIGHT OF OFFSET AND STATUTORY LIEN** - Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account(s) for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. You agree we have the right to offset funds in any of your accounts against any obligation owed to us. Federal or state law, depending on whether we have a federal or state charter, gives us a lien on all shares and dividends and all deposits and interest, if any, in the account(s) you have with us now and in the future. Except as limited by state or federal law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you.

**Your pledge and our statutory lien rights will allow us to apply the funds in your account(s) to what you owe when you are in default, except as limited by state or federal law.** If we do not apply or offset the funds in your account(s) to satisfy your obligation, we may place an administrative freeze on your account(s) in order to protect our statutory lien rights and may apply or offset the funds in your account(s) to the amount you owe us at a later time. The

statutory lien and your pledge does not apply to any Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security. By not enforcing our right to apply or offset funds in your account(s) to your obligations that are in default, we do not waive our right to enforce these rights at a later time.

**17. TRANSFER OF ACCOUNT** - All accounts are nonassignable and nontransferable to third parties except by us.

**18. LEGAL PROCESS** - If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved, as permitted by law. Any expenses or attorney's fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.

**19. ACCOUNT INFORMATION** - Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure is made to comply with the law or an order issued by a court or government agency; (4) you give us written permission; or (5) as otherwise permitted by applicable law. We may provide information to credit bureaus about an insolvency, delinquency, late payment or default on your account to include in your credit report.

## **20. NOTICES**

**a. Name or Address Changes.** You are responsible for promptly notifying us of any address or name change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. We may, if we choose, accept oral notices of a change in address and may require any other notice from you to us be provided in writing. If we attempt to locate you, we may impose a service fee as set forth on our business account fee schedule.

**b. Notice of Amendments.** Except as prohibited by applicable law, we may at any time change the terms of this Agreement. We will notify you, in a manner we deem appropriate under the circumstances, of any changes in terms, rates, or fees as required by law.

**c. Effect of Notice.** Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is provided electronically or is deposited in the U.S. mail, postage prepaid and addressed to you at your statement mailing address, and will be effective whether or not received by you.

**d. Electronic Notices.** If you have agreed to receive notices electronically, we may send you notices electronically and discontinue mailing paper notices to you until you notify us that you wish to reinstate receiving paper notices.

**21. TAXPAYER IDENTIFICATION NUMBER AND BACKUP WITHHOLDING** - You agree that we may withhold taxes from any dividends or interest earned on your account as required by federal, state or local law or regulations. Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN within a reasonable time, we will close your account and return the balance to you, less any applicable service fees.

## **22. STATEMENTS**

**a. Contents.** If we provide a periodic statement for your account, you will receive a statement that shows the transactions and activity on your account during the statement period. For share draft or checking accounts, you understand and agree that your original check or draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies may be retained by us or payable through financial institutions and made available upon your request. You understand and agree that statements are made available to you on the date they are mailed to you or, if you have requested, on the date they are made available to you electronically. You also understand and agree that checks, drafts or copies thereof are made available to you on the date the statement is mailed to you or is provided to you electronically, even if the checks or drafts do not accompany the statement.

**b. Examination.** You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report to us, within a reasonable time after receiving your statement, any irregularities, such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies that are reflected on your statement we will not be responsible for your loss. In addition, we will not be responsible for any such items, payments, transactions, or other discrepancies reflected on your statement if you fail to notify us within 33 days of the date we sent or otherwise provided the statement to you. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of facsimile signature equipment.

**c. Notice to the Credit Union.** You agree that the Credit Union's retention of checks or drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will



be considered correct for all purposes, and we will not be liable for any payment made or charge to your account unless you notify us in writing within the above time limit for notifying us of any errors.

If timely notice is given, we reserve the right to make a final reasonable determination regarding whether and in what amount any adjustment shall be made. If you fail to receive a periodic statement, you agree to notify us within 14 days of the time you regularly receive a statement.

**d. Address.** If we mail you a statement, we will send it to the last known address shown in our records. If you have requested that we send your statement electronically, we will send it to the last e-mail address shown in our records.

**23. INACTIVE ACCOUNTS** - As allowed by applicable law, we may classify your account as inactive or dormant and assess a fee if you have not made any transactions in your account over a specified period of time. The period of inactivity, the fee for servicing an inactive or dormant account, and the minimum balance required to avoid the service fee, if any, are set forth in our business account fee schedule. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer all funds in an inactive or dormant account to an account payable or reserve account and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will then be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds. If you choose to reclaim such funds, you must apply to the appropriate state agency.

**24. TERMINATION OF ACCOUNT** - We may terminate your account at any time without prior notice to you or may require you to close your account and apply for a new account. We are not responsible for payment of any check, draft, transfer or item after your account is terminated; however, if we pay a check, draft, transfer or other item after termination, you agree to reimburse us for the amount of our payment as well as any applicable fees.

You may terminate this Agreement by closing all of your accounts. If your account is a dividend or interest-bearing account, any deposit or part of a deposit that we have returned or attempted to return to you upon termination of your account will no longer bear dividends or interest, as applicable. When the account is closed, you will receive the balance remaining in the account after we have made all appropriate deductions and charges. The termination of this Agreement and the account does not release you from the obligation for payment of accrued fees or your liability for any checks or drafts in process.

**25. TERMINATION OF MEMBERSHIP; LIMITATION OF SERVICES** - You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, if any, and closing all of your accounts. You may be expelled from membership for any reason allowed by applicable law. We may restrict account access and services without notice to you when your account is being misused; you have demonstrated conduct which is abusive in nature; as outlined in any policy we have adopted regarding restricting services; or as otherwise permitted by law.

**26. DEATH OF ACCOUNT OWNER** - If an account is held in the name of an individual person or a business that is organized as a sole proprietorship, we may continue to honor all transfer orders, withdrawals, deposits and other transactions on the account until we are notified of the Account Owner's death. Once we are notified of an Account Owner's death, we may pay checks or drafts or honor other payments or transfer orders authorized by the Account Owner for a period of ten days after that date unless we receive instructions from any person claiming an interest in the account to stop payment on the checks, drafts or other items. We may require anyone claiming a deceased Account Owner's account funds to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any Account Owner that is an individual or business organized as a sole proprietorship.

**27. UNLAWFUL INTERNET GAMBLING AND OTHER ILLEGAL ACTIVITIES** - You agree that you are not engaged in unlawful internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful internet gambling or other illegal activities.

**28. WAIVER OF RIGHTS** - We reserve the right to waive or delay the enforcement of any provision of this Agreement with respect to any transaction or series of transactions. A waiver or delay of our rights at anytime shall not be deemed to be a waiver of any other rights or a waiver of the same rights at a future time.

**29. SEVERABILITY** - If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of this Agreement.

**30. ENFORCEMENT** - You are liable to us for any loss, cost or expense we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

**31. GOVERNING LAW, ARBITRATION AND WAIVER OF JURY TRIAL** – This Agreement is governed by the following, as amended from time to time: our bylaws, federal laws and regulations, the laws, including applicable principles of contract law, the laws and regulations of the State of Georgia, and local clearinghouse and other payment system rules. As permitted under federal law or the laws of the State of Georgia, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall be governed by the laws of the State of Georgia. The place of arbitration shall be Atlanta, Georgia. All other legal actions regarding this Agreement shall be filed and heard in the courts of Atlanta, Georgia, if allowed by applicable law. There shall be no right or authority for any claims arising out of this Agreement to be arbitrated or litigated on a class action basis. Further, you and we agree to waive any right to trial by jury in any legal proceeding or lawsuit involving the account.

**32. NEGATIVE INFORMATION NOTICE** - We may report information about your loan and deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

**33. MONITORING AND RECORDING COMMUNICATIONS** - We may monitor and record communications between you and us, including telephone conversations, electronic messages, electronic records, or other data transmissions that affect your accounts or other products and services. Except as otherwise provided by applicable law, you agree we may monitor and record such communications without your approval or further notice to you.