

**BANKING TRANSACTIONS AUTHORIZATION &
GENERAL RESOLUTION FORM FOR BUSINESS ENTITIES**

EXACT NAME OF ENTITY:

ACCOUNT NO.: _____

Principal Place of Business:

No. & Street: _____

TYPE OF ENTITY:

(e.g., Foreign or Domestic Corporation; General or Limited Partnership; Sole Proprietor; Unincorporated Association; Not-For-Profit Corporation; Religious Corporation; Limited Liability Company or Partnership; Professional Corporation; etc.)

City _____ State _____

Zip Code _____

NO. SIGNATURES REQUIRED: _____

[For banking transactions (Max: 2*), if 2 signatures are required, the Business Online Banking Service, if applied for and approved, would be non-transactional, i.e., VIEW ONLY]

State of Formation: _____

Date of Formation: _____

The business entity identified above (the "ENTITY") hereby certifies, represents and warrants to Apple Bank for Savings ("BANK") that the statements, data and information contained in this resolution, any addendum and other documents furnished in connection with the creation or maintenance of deposit account(s) are true and complete and may be conclusively presumed to confirm the existence and validity of one or more General Resolutions duly adopted by the governing persons, board or body of the ENTITY in accordance with applicable charter, by-laws and related agreements and recorded in its minutes, authorizing and directing the BANK to accept all ENTITY banking transaction instructions and authorizations as set forth herein. The scope of this Banking Transactions Authorization & General Resolution and Addenda, if any, includes, but is not limited to, the purposes set forth and incident to those described in parts "I" and "II" below.

PART I — BANKING TRANSACTIONS AUTHORIZATION:

RESOLVED:

1. That APPLE BANK FOR SAVINGS (the "BANK")

_____ If authority is RESTRICTED to one or more places of business of the BANK, please specify here.

Be and hereby is designated a depository of the funds of the ENTITY, and

_____ Designate ONLY the office*, e.g. PRESIDENT, TREASURER, MEMBER, MANAGER, GEN'L PARTNER, etc.

_____ If two or more, indicate whether they may sign SINGLY, ANY TWO, JOINTLY OR OTHERWISE.

Is/are hereby authorized at any time: **(1)** to sign for and on behalf of the ENTITY, whether through traditional means or through electronically generated signatures ("e-Signatures"), on any and all checks, drafts, notes,

instruments, authorizations, instructions, withdrawals, orders, transmissions, submissions, acceptances, deliveries, ratifications or other items for the payment of money (“ITEMS”) drawn against any account(s) maintained and held in its name with the BANK, including payments to the individual order of any person(s) whose name(s) appear(s) thereon as signer(s), and **(2)** to make or affix such signature(s) by hand or any writing device, through electronic or non-electronic means or methods, including e-Signatures, upon ITEMS providing access to ENTITY funds or account(s) —**including those of any third-party Entity accounts linked by an Administrator who is a common signatory for each separate Entity**— for transactions including, but not limited to, those made or initiated using the Business Online Banking Service (herein, the “Bus. OB Service”), whether by acts or omissions of any Administrator, User or Authorized Person (**See, Part I, Section 3, below**), Remote Deposit Service, FEDWIRE, Automated Clearinghouse (“ACH”), automated teller machine (“ATM”) card, debit card, electronic, magnetic or other terminal, device or facility, personal identification number(s) (“PIN”), digital signature, facsimile signature, computer-generated signature, stamp or other authorization, mark or other designation, as to which methods the BANK reserves the right to require adherence to standards and specifications it finds acceptable; and it is further resolved that:

The BANK be and hereby is further authorized and directed: **(A)** to pay all such ITEMS and/or to honor the same by charging or debiting any account(s) of the ENTITY maintained with the BANK, —**including those of any third-party Entity accounts linked by an Administrator who is a common signatory for each separate Entity**— **(B)** to receive for deposit (in person, by mail or through any electronic means, including, but not limited to, the those identified in the preceding paragraph) to the credit of any such ENTITY and/or for collection for its account any and all checks, drafts, orders, instructions, authorizations, notes, ACH or FEDWIRE credits, or other instruments for the payment of money, whether or not endorsed by the ENTITY, which may be so submitted or transmitted to the BANK, it being understood that each such item may, without further authorization, be deemed to have been unconditionally endorsed and/or negotiated by the ENTITY, and **(C)** to receive as the act of the ENTITY stop-payment or other instructions with respect to ITEMS, as aforesaid, and reconciliation(s) of account, when signed by any one or more of the officer(s), member(s), partner(s) and/or other person(s) designated by the ENTITY as authorized for such purposes; and it is further resolved that

If the ENTITY chooses to use a facsimile signature(s), whether computer-generated or impressed by stamp or other electronic or non-electronic device or means (“FACSIMILE”), it does so at its sole peril and risk of loss and/or liability. For any transaction only one **(1)** FACSIMILE signature may be used, a specimen of which shall be affixed to the signature page of this form. The BANK will have no obligation to discern whether any signature is an original or a FACSIMILE.

The ENTITY: **(1)** shall have the sole legal responsibility to secure and control each FACSIMILE, **(2)** shall monitor the whereabouts, control and use of any FACSIMILE to prevent, eliminate or mitigate losses, **(3)** shall promptly notify the BANK if a FACSIMILE is discontinued, changed or replaced, and **(4)** shall immediately notify the BANK, in writing, of any FACSIMILE disappearance, loss, theft, or other interference or impairment of ENTITY’s control thereof.

The BANK: **(A)** expressly DISCLAIMS LIABILITY for any loss, item of damage, cost or expense the ENTITY incurs or sustains arising out of the improper or unlawful use of any FACSIMILE against its account(s), and in its sole discretion, **(B)** may accept or reject any FACSIMILE presented that deviates from the specimen, and/or **(C)** may charge the ENTITY’s account(s) and make payment on transactions initiated through use of any FACSIMILE that purports to be the signature(s) of any authorized signer.

The ENTITY consents to the aforesaid disclaimer because the use of a FACSIMILE is intended for the sole and exclusive benefit and convenience of the ENTITY. The ENTITY hereby discharges, releases and agrees forever to hold the BANK harmless from and against all liability stemming from the good faith acts or omissions of the

BANK with regard to a FACSIMILE, including, but not limited to, the BANK's payment or rejection of any particular FACSIMILE presented;

2. That _____

Designate ONLY the office*, e.g. PRESIDENT, TREASURER, MEMBER, MANAGER, GEN'L PARTNER, etc.

Is/Are hereby authorized, for and on behalf of the ENTITY, to apply for and secure from the BANK a maximum of two Apple Bank Business Bank Card(s) [the "Card(s)"] to be used by any authorized cardholder to initiate electronic funds transactions as described in the Card application ("Application"), with respect to ENTITY account as it may designate. Each authorized cardholder is further authorized to execute and deliver in the name of and on behalf of the ENTITY an Application and supporting documentation governing the issuance and use of such Card, and to otherwise conduct any business whatsoever relative to the account(s) and the Card to fulfill the intent and purposes of said Application and these resolutions. The ENTITY assumes full responsibility for possession and/or use of the Card(s) issued whether or not any such Card is or was used by an authorized ENTITY representative unless and until the BANK has received written notice that the Card(s) issued to the ENTITY has been lost or stolen and has had a reasonable period of time to act upon such notice.

3. That _____

Designate ONLY the office*, e.g. PRESIDENT, TREASURER, MEMBER, MANAGER, GEN'L PARTNER, etc.

Is/are hereby individually authorized, for and on behalf of the ENTITY, to apply for and secure approval from the Bank to use the Bus. OB Service and, upon such approval of any full or limited service plan, now or hereafter, to act on behalf of the Entity only in accordance with the approval, and that the Bank may accept the establishment of any one (1) of such designated officers to act as an Administrator¹ under the plan and, in such capacity, he or she may act unilaterally, in his or her sole discretion, to:

(A) Designate any number of additional Users² (or Authorized Persons) for any functionality offered through the Business Online Banking system now or hereafter, for any purpose(s);

(B) Grant to such Users electronic access to the Bus. OB Service and full, limited or partial authorization(s) pursuant to the approved service plan: (1) for account viewing and, if applicable, (2) transactional purposes, through the use of one or more accepted User IDs and Passwords;

(C) Determine precisely which transactional authorities and/or powers will be available, individually, to each User [e.g., authorizations to draw against Entity accounts (**described in Part I, Section 1, above**)] —**including those of any third-party Entity accounts linked by an Administrator who is a common signatory for each separate Entity**— which may involve Bill Payments, electronic funds transfers ("EFTs"), including internal and external EFTs, ACHs, FEDWIREs, payrolls, tax payments, collections from third-party clients of any such Entity, stop payment orders, business check orders, all security procedures, including the use of electronic alerts, notifications, one-time passwords ("OTPs"), a range of multi-factor authentication techniques, etc.; and

(D) Maintain, amend, add, delete, remove, revoke or supplement: (1) particular User designations, and (2) grants of transactional authorizations, limitations, etc. to Users with respect to one or more Entity accounts, including additional features or functionalities as may become available hereafter, if any, under the Bus. OB Service platform(s) in place;

¹ The term "Administrator" is defined in the Business Online Banking Services Agreement.

² The terms "User" and "Authorized Person" are also defined in the Business Online Banking Services Agreement.

And, in connection with the Bus. OB Service, it is hereby further resolved that:

- a. By choosing to designate one or more officers (in this section 3) and thereby authorize them to act as an Administrator(s), the Entity represents and warrants to the Bank that it does so for its own convenience and at its sole peril, and that, consequently, the Entity assumes all risk of loss for damages and liabilities arising, directly or indirectly, as a result of any such designation(s), for which losses, damages and liabilities it shall release, hold harmless and indemnify the Bank and related persons as set forth below (in Part II hereof, below) and, further,
- b. That the foregoing representations and warranties shall also encompass any third-party demands, actions, and claims of liability for damages, losses, costs and expenses incurred or sustained, directly or indirectly, by any person or Entity —**including any third-party Entity with accounts linked by an Administrator who is a common signatory for each separate Entity**— as a result of the acts or omissions, negligence, errors, breaches of fiduciary duties, wrongdoing, malfeasance, misfeasance, intentional acts, *ultra vires* acts or other culpable acts or omissions by the Entity’s Administrator(s) and, further,
- c. That for any Administrator’s, User’s or Authorized Person’s acts or omissions when using the Bus. OB Service, including, but not limited to, viewing and/or performing transactions against any Entity account(s) —**including any third-party Entity account(s) linked by an Administrator who is a common signatory for each separate Entity**— and counting those occurring by reason of an authorization(s) granted by an Administrator(s) to any User, the BANK will have no obligation to further inquire or to discern whether any viewing and/or account transaction(s) was(were) performed with or without actual authority of the affected Entity, so long as an established User ID and Password were entered.
- d. The ENTITY: **(1)** shall have the sole legal responsibility to secure and control the acts and omissions of each Administrator, User and/or Authorized Person, **(2)** shall diligently monitor and control access and use of any User ID, Password or other control(s) —including those security protocols and features as are available using the Bus. OB Service (e.g., text or email alerts, notifications, etc.)—to prevent, eliminate or mitigate losses, **(3)** shall promptly revoke, delete and remove any User ID or Password and Administrator or User profile that it learns or suspects was or could have been used improperly, unlawfully or for any unauthorized purpose or activity, and take all diligent steps to rectify the situation and **(4)** shall immediately notify the BANK in the event that subsection d. (3) above has been invoked by the Entity.

The BANK expressly DISCLAIMS LIABILITY for any loss, item of damage, cost or expense the ENTITY or any third-party Entity incurs or sustains arising out of the improper or unlawful use of the Bus. OB Service functions under any authorization(s) hereby granted to anyone acting now or hereafter as an Administrator, User of Authorized Person.

The ENTITY consents to the aforesaid disclaimer because the use of an Administrator, User or Authorized Person is intended for the sole and exclusive benefit and convenience of the ENTITY. The ENTITY hereby discharges, releases and agrees forever to hold the BANK harmless from and against all liability stemming from the good faith acts or omissions of the BANK with regard to the acts or omissions of an Administrator, User or Authorized Person, including, but not limited to, the BANK’s payment or rejection of any particular item presented for payment and/or effectuated through the Bus. OB Service hereunder;

4. That _____

Designate ONLY the office*, e.g. PRESIDENT, TREASURER, MEMBER, MANAGER, GEN’L PARTNER, etc.

If two or more, indicate whether they may sign SINGLY, ANY TWO, JOINTLY OR OTHERWISE.

Is/Are hereby authorized, for and on behalf of the ENTITY, to transact safe deposit business with or through the BANK which at any time(s) may be deemed by the said officer(s), member(s), partner(s) and/or other person(s) transacting the same-- to be advisable, including, without limiting the generality of the foregoing, the authority: (a) to apply for and lease one or more safe deposit boxes; (b) to pay rental charges and all other fees imposed by the Bank pursuant to its fee schedules, rules and regulations; (c) to access such box or boxes and, when applicable, to permit others to do the same; (d) to renew such lease(s); (e) to surrender any such box or boxes, and (f) to do all things necessary and appropriate with regard to any of the foregoing, including, but not limited to, to make, enter into, execute and deliver to the BANK such agreements, writings, receipts, consents, authorizations, notices or other documents as may be deemed by the officer(s), member(s), partner(s) and/or other person(s) so acting to be necessary or desirable in connection with the transaction(s) sought to be accomplished by the ENTITY with the BANK.

5. That _____
Designate ONLY the office*, e.g. PRESIDENT, TREASURER, MEMBER, MANAGER, GEN'L PARTNER, etc.

If two or more, indicate whether they may sign SINGLY, ANY TWO, JOINTLY OR OTHERWISE.

Is/Are hereby authorized, for and on behalf of the ENTITY, to transact any and all other business with or through the BANK which at any time(s) may be deemed by the said officer(s), member(s), partner(s) and/or other person(s) transacting the same-- to be advisable, including, without limiting the foregoing, the authority: (a) to apply for letters or other forms of credit; (b) to borrow money, with or without security; (c) to assign, transfer, pledge, convey or hypothecate ENTITY property; (d) to purchase, exchange, sell, or otherwise deal in or with any stocks, bonds and other securities; and (e) in reference to any of the banking business or transactions set forth or encompassed in this subdivision "4", to make, enter into, execute and deliver to the BANK such negotiable or non-negotiable instruments, indemnities and such other agreements, obligations, assignments, endorsements, hypothecations, pledges, receipts, consents, authorizations, notices or other documents as may be deemed by the officer(s), member(s), partner(s) and/or other person(s) so acting to be necessary or desirable in connection with the transaction(s) sought to be accomplished by the ENTITY with the BANK.

6. That any and all withdrawals or payments of money and/or other banking transactions occurring in behalf of the ENTITY through the BANK are now, and hereafter shall be, deemed ratified, confirmed and approved, and, FURTHER, that the BANK (and any interested third party) may now and hereafter rely upon the authority conferred by this Banking Transactions Authorization and General Resolution for Business Entities unless it has been formally revoked or modified by a subsequent resolution of the ENTITY's governing person(s), board or body and a certified copy of any such resolution has been delivered to, received and accepted by the BANK within a reasonable time for it to act thereon.

PART II — RELEASE, HOLD HARMLESS AND INDEMNITY PROTECTIONS:

RESOLVED:

- That the ENTITY and its successors and assigns do hereby agree to forever release, discharge and hold the BANK harmless from and against any and all claims, demands, actions, causes of action, special proceedings, losses, items of damage, liabilities or injuries (including irreparable injuries), costs and expenses (including reasonable attorneys' fees, professional fees and costs) incurred, expended or

otherwise arising (“LOSS”), directly or indirectly, out of the BANK’s good faith acceptance and/or reliance upon this Banking Transactions Authorization & General Resolution Form for Business Entities and Addenda, if any, and any other documentation furnished by the ENTITY to the BANK, whether such LOSS is assertable or asserted by the ENTITY, its successors and assigns **or by any third-party individuals or Entities**, and it is further RESOLVED,

- That in the event of any such LOSS as aforementioned the ENTITY and its successors and assigns do hereby further agree to forever indemnify the BANK for the same.

ENTITY - General Banking Transactions Resolution Form.

Name(s):	Title/Office:	Specimen Signature(s) [and, if applicable, Facsimile Signature(s)]
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have this day hereunto subscribed my name and affixed the seal (if any), for and on behalf of the ENTITY.

(ENTITY Seal)

(Secretary* of ENTITY)

Date: _____ 20____

***NOTE:** Two (2) or more people must always sign this form: (1) at least one as an account signatory, and (2) a different person as the Secretary certifying the resolution.

EXCEPTION: The only exception allowing one person to act both as sole signatory *and* as Secretary is when the customer advises us that the entity is a for-profit entity having only a single owner, shareholder or member.