



## Cash Management Services Application and Enrollment Form

**Instructions:**

Complete all requested information and include all required signatures to apply and enroll for Edison National Bank's ("Bank") Cash Management Services as defined in the Cash Management Services Terms and Conditions (the "Master Agreement"). Services are subject to approval by the Bank. Bank may require additional documentation and financial information about the Customer and/or the principal owner(s) of Customer. Upon receipt of this completed form, Bank will notify you of any additional financial statements, or other information required. All accounts for the Company Relationship will be assessable through OnLine AnyTime. From time-to-time updates will occur as accounts close/pay-off and new accounts are opened. A list of any and all commonly controlled entities of Customer is set forth on **Exhibit B**, if applicable.

<b>Customer Name</b>	
<b>Business Address</b>	
<b>Business Phone</b>	
<b>Tax ID</b>	

The following person(s) is/are hereby designated as the Administrator(s) as set forth in the Resolution of the Company set forth on Exhibit A.

	Name	Security Passphrase	Primary Telephone #
<b>PRIMARY ADMINISTRATOR</b>			
<b>SECONDARY ADMINISTRATOR</b>			

**Administrator/Authorized Signature of Approval:**

By signing below, Customer, on behalf of itself and any commonly controlled entities set forth on Exhibit B, (i) hereby requests Bank to provide to Customer the products and services selected in this Enrollment Form (the "Services"), (ii) acknowledges receipt of, and agrees to, accepts and agrees to be bound by, the terms and provisions of, Bank's Cash Management Services Terms and Conditions, as amended from time to time (the "Master Agreement"), (iii) acknowledges receipt of, and agrees to, accepts, and agrees to be bound by the terms and provisions of, Bank's Service Agreement(s) for the Services selected in this Enrollment Form, including any and all schedules hereto, all as amended, (iv) acknowledges receipt of Bank's fee schedule(s) for the Services, (v) agrees to timely notify Bank and request completion and execution of a revised Enrollment Form or Service Agreement, as applicable, in the event any information set forth therein shall become inaccurate, incomplete, or incorrect in any material respect, (vi) represents and warrants that Customer has reviewed, considered and consented to the Security Procedures set forth in this Enrollment Form and in the Master Agreement and that the Security Procedures offered by Bank are commercially reasonable, and (vii) represents and warrants that the person completing and/or executing this Enrollment Form has been duly authorized by Customer to do so and to fully and legally bind Customer to the terms, conditions, and provisions of this Enrollment Form, the Master Agreement, and the Service Agreement by and through the execution hereof, and that its performance under these terms will not violate any provisions of Customer's charter, bylaws or similar documents or any applicable laws or any existing resolution, declaration or agreement with the Bank or otherwise.

I certify that this Enrollment Form is true and complete. I authorize Bank or its agents to verify the information obtained in this application and to obtain additional information concerning my financial condition, including, without limitation, credit reports, although Bank may rely on your financial statement without any further verification. I authorize Bank to furnish such information and any other credit experiences with me to others and to answer any questions about my credit experience and other financial relationships with Bank, to the extent not prohibited by applicable law. I agree to notify Bank, in writing, of any change that materially affects the accuracy of this statement.

<i>Signature (Authorized Signatory)</i>	<i>Name &amp; Title</i>	<i>Date</i>
<i>Signature (Authorized Signatory)</i>	<i>Name &amp; Title</i>	<i>Date</i>

**Bank Use Section**

<b>Online Banking ID Number:</b>	<b>Processed By:</b>	<b>Date Processed</b>





**Exhibit A  
Company Resolution for Cash Management Services**

To: Edison National Bank (the "Bank")

<b>Name and Address of Organization ("Organization"):</b>	Federal Tax I. D. Number	
	Date of Meeting	
	Organized under the Laws of	Florida

**Type of Organization:**

- Corporation
- Partnership
- Limited Liability Company
- Sole Proprietorship
- Corporation- Non- Profit
- Unincorporated Association
- Other: \_\_\_\_\_

**Governing Body:**

- Board of Directors
- Partners
- Members and/or Managers
- Owner
- Board of Trustees, Deacons or Elders
- Board of Directors or \_\_\_\_\_

The undersigned hereby certify that the following resolutions for Cash Management Services were unanimously adopted, approved, and confirmed by the Organization at a meeting of the Governing Body held on or before the date set forth above, which was duly noticed and attended by a quorum of such persons, or conducted pursuant to a waiver of notice and unanimous consent to action in lieu thereof.

**Designation of Authorized Representatives.** Any of the individuals listed below ("Authorized Representative"), are authorized to exercise the powers granted in this Resolution:

Name	Security Passphrase	Email Address	Mobile Telephone #

**Powers Granted.** Organization hereby authorizes the above Authorized Representative with the powers to: (a) Exercise any and all of the powers listed in this resolution ("Full Authority"); (b) Open any deposit or share account(s) on behalf of and in the name of Organization ("Account Opening"); (c) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit ("Payments and Deposits") with Edison National Bank (the "Bank"); (d) Take any actions on behalf of Organization to borrow money, including acts to sign, execute and deliver promissory notes or other evidences of indebtedness and to pledge collateral and to otherwise endorse, assign, transfer, mortgage, or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other Organization property (now owned or hereafter owned/acquired) as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment ("Borrowing/Pledging"); (e) Take any actions on behalf of Organization for the purpose of renting, maintaining, accessing, and terminating a Safe Deposit Box in the Bank ("Deposit Box"); (f) Take any actions on behalf of Organization to authorize, utilize and delegate Cash Management Services products and services, including entering into agreements for funds transfer, automated clearing house, sweep services, remote deposit capture services, master repurchase, online banking, night depository, operational issues/needs, and other agreements relating to deposit accounts with the Bank ("Cash Management Services").



**RESOLVED**, that, Bank is designated as a depository for the funds of Organization and to provide other financial accommodations indicated in this resolution.

**RESOLVED**, Organization acknowledges and agrees that Bank may furnish at its discretion automated access devices to Authorized Representatives of Organization to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.

**RESOLVED**, that, notwithstanding any other resolution or agreement requiring two or more signatures to withdraw or transfer funds from the deposit account(s) of the Organization, in addition to the Authorized Representatives designated in any other resolution, the Authorized Representative(s) are authorized and vested with full authority to act for and on behalf of Organization as set forth herein.

**RESOLVED**, Organization acknowledges and agrees that Bank may rely on alternative signature and verification codes issued to or obtained from any Authorized Representative named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with Bank, personal identification numbers (PIN), and digital signatures. Organization authorizes each Authorized Representative to have custody of Organization's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

**RESOLVED**, that any one of the Authorized Representatives designated, subject to the limitations of power set forth above, if any, are hereby authorized to (1) execute, amend, supplement, and deliver to the Bank agreements, addenda, applications, forms and other documents, in either paper or electronic form, on behalf of this Organization upon such terms and conditions as that person may deem appropriate, (2) to appoint and delegate, from time to time, persons who may act on behalf of this Organization pursuant to such agreements, (3) add, delete, or change any service or products used by this Organization and the Organization accounts for which the service or products may be used, and (4) may further initiate transactions or instructions using security procedures applicable to any Bank Cash Management Services and products used by Organization;

**RESOLVED**, that, notwithstanding any other resolution or agreement requiring two or more signatures to withdraw or transfer funds from the deposit account(s) of the Organization, in addition to the Authorized Representatives designated in any other resolution, Organization hereby designates the Authorized Administrator set forth in any Master Services agreement, as "Authorized Representative(s)" hereunder and are authorized and vested with full authority to act for and on behalf of Organization;

**RESOLVED**, that regardless of the identity of the initiator, the initiation of a transaction or instructions using security procedures applicable to any Cash Management Services used by Organization and authorized herein constitutes sufficient authorization for Bank to execute such transaction or instruction notwithstanding any particular designation by Organization of authorized persons or signature requirements identified on any signature card or other documents relating to Organization's deposit account maintained with Bank, and that the submission of transactions and instructions using the security procedures shall be considered the same as an authorized written signature of an authorized signatory(ies) of Organization in authorizing Bank to execute each such transaction or instruction;

**RESOLVED**, that Organization shall be bound by any and all transactions initiated either by any Authorized Representative or solely through the use of security procedures designated for any applicable Cash Management Services and products, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by Organization;

**RESOLVED**, Organization hereby agrees to be bound by and expressly agrees to the terms of any and agreements executed or acknowledged electronically, including data in electronic form, which is logically associated with other data in electronic form and which is used by the signatory to sign as set forth in 15 U.S.C. §7006, and Organization agrees to be bound by and expressly consents to the terms and conditions of any products or services provided by the Bank and authorized in this Resolution after Bank receives any agreement from anyone using the credentials of a Company Authorized Representative.

**RESOLVED**, that any and all acts authorized pursuant to these resolutions and performed prior to the passage of these resolutions are hereby ratified and approved;



**RESOLVED**, that any officer of the Organization or any member of the Governing Body is authorized to certify these resolutions, which supersede all resolutions of like tenor previously furnished to the Bank, and to provide written notice to the Bank in the event these resolution hereafter modified or rescinded; and

**RESOLVED**, that these Cash Management Services resolutions will continue in full force and effect and shall remain irrevocable as far as the Bank is concerned until the Bank is notified in writing of their modification or rescission, which shall have prospective effect only. These Cash Management Services resolutions shall (a) be supplemental to and in addition to any resolutions provided by Organization in connection with any account opening (each an "Account Resolution"); and (b) not be modified, rescinded or altered by any changes by Organization to an Account Resolution.

**I further certify** that I am a person authorized to make the certifications herein and that the foregoing is a complete and correct copy of the resolutions duly adopted by the Organization and affirmatively appearing in the permanent records of the Organization.

**I further certify** that there is no provision within the articles or incorporation, the by-laws, the articles of organization, the operating agreement, the partnership agreement, or other governing document of the Organization, whichever of the foregoing instruments is applicable, that either restricts the passing of the foregoing resolutions or prevents me from executing this certification, and that these acts were and are duly approved and authorized in conformity with the governing documents and applicable law.

**I further certify** that the foregoing resolutions (i) have not been modified, amended or rescinded, (ii) are in full force and effect, and (iii) are binding upon the Organization.

**I further certify** that the Organization is duly organized, validly existing and in good standing under the laws governing its creation and existence, and is duly registered in all states in which it does business.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Organization on the date first set forth above.

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(Organization Name)

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Signature of Organization's Authorized Representative

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Date

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Name and Title (Please print or type)

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(Organization Name)

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Signature of Organization's Authorized Representative

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Date

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Name and Title (Please print or type)





## Security Procedures for Commercial Internet Banking Service and/or Bill Pay

Customer agrees to be bound by any and all internet banking access issued in accordance with these Security Procedures, and/or the Master Agreement, relating to your use of any Service. Terms not otherwise defined in this document have the meaning ascribed to those terms in the Master Agreement.

<b>Security Procedures Requested</b>	
<p><b>In addition to entering your ID and Password to gain access to the Commercial Internet Banking Service, Customer understands and agrees that Customer must follow additional Security Procedures below to gain access to the Commercial Internet Banking Service. Customer may refuse certain Security Procedures by indicating its refusal where available below.</b></p>	
<p style="text-align: center;"><b>Two-Factor Authentication</b></p> <p>Two-Factor Authentication is an important security process in which Customer provides two different authentication factors to verify themselves. This process adds an additional layer of security by making it harder for attackers to gain access to Customer's online accounts because a password alone is not enough to pass the authentication check.</p>	<p style="text-align: center;"><b>Payment Activity Review</b></p> <p>Customer is responsible for reviewing its Account(s) activity each banking day and notifying the Bank of any suspect activity. If Customer believes any transaction is erroneous, Client shall notify the Bank immediately.</p>
<p style="text-align: center;"><b>IP Restrict</b> <span style="float: right;"><input type="checkbox"/> Refuse</span></p> <p>Customer agrees that only Users accessing the Commercial Internet Banking System from a series of designated IP Addresses will be allowed. If a User attempts to log in and the IP Address does not match one designated by Customer then such User will not be permitted access to the system.</p> <p>IP Address: IP Address: IP Address:</p>	<p style="text-align: center;"><b>Time Restrict</b> <span style="float: right;"><input type="checkbox"/> Refuse</span></p> <p>Customer shall establish a series of valid days of the week and/or time limitations for each User. If a User attempts to access the Service at a time or on a date for which such User is not permitted, then the User access will be denied.</p>
<p style="text-align: center;"><b>Dedicated Computer</b> <span style="float: right;"><input type="checkbox"/> Refuse</span></p> <p>Customer agrees to dedicate a computer in Customer's office exclusively for the use of accessing the Service and other service(s) as indicated in the Master Agreement and Enrollment Form(s). The Computer shall not be used for general Internet purposes (email, visits to other websites-including social networking sites).</p>	<p style="text-align: center;"><b>Alert Notifications</b> <span style="float: right;"><input type="checkbox"/> Refuse</span></p> <p>Customer agrees to enroll in the alert notification service through Commercial Internet Banking which provides emails and/or text messages to Customer-designated individuals upon selected options/events. Customer shall notify Bank immediately upon receipt of an alert for any transactions that are erroneous or unauthorized.</p>
<p style="text-align: center;"><b>Fraud Protection Services</b> <span style="float: right;"><input type="checkbox"/> Refuse</span></p> <p>Customer agrees to enroll in Fraud Protection Services which is intended to help identify and limit fraud or other unauthorized transactions against your account and you agree that such Service(s) are a commercially reasonable security procedure offered by the Bank. To the extent you refuse these Service or fail to select such Service in the Enrollment Form, you agree to indemnify and hold the Bank harmless for any fraudulent or unauthorized transactions, which could have been prevented or mitigated by your use of the Service offered.</p>	
<p><b>If Customer refuses any of the Bank's Security Procedures, Customer hereby acknowledges that the Bank first offered to the Customer a "Commercially Reasonable Security Procedure." By refusing any of the Security Procedures listed above, Customer is rejecting the Bank's Security Procedure(s) and requests the Bank to follow Customer's selected Security Procedure(s). Customer may not refuse the Payment Activity Review or Two-Factor Authentication. CUSTOMER HEREBY AGREES TO BE BOUND BY ANY TRANSFER OR TRANSACTION, WHETHER OR NOT AUTHORIZED, ISSUED IN THE CUSTOMER'S NAME AND ACCEPTED BY THE BANK IN COMPLIANCE WITH THE CLIENT'S SELECTED SECURITY PROCEDURES.</b></p>	

Customer Initials \_\_\_\_\_

Date: \_\_\_\_\_





**Exhibit C  
to the Cash Management Services & Enrollment Form  
Additional Cash Management Services**

<b>Selected Cash Management Services- may be subject to additional approval</b>	<b>Applied For</b>
ACH Origination	<input type="checkbox"/>
Wire Transfer Service	<input type="checkbox"/>
Fraud Protection Services – Positive Pay Service	<input type="checkbox"/>
Fraud Protection Services – ACH Block/Filter Service	<input type="checkbox"/>

*(Faint, mostly illegible text follows, including fields for Date of Birth, Work Phone, Social Security Number, Driver's License Number, State, Issue Date, Sex, Race, and Employer. There are also sections for Account Information, Security Information, and a signature line.)*



Account Owner and/or Authorized Signer Information

First Name \_\_\_\_\_ MI: \_\_\_\_\_ Last Name \_\_\_\_\_

Physical Address\*: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4: \_\_\_\_\_ - \_\_\_\_\_

Mailing Address (if different from above):

\_\_\_\_\_  
*\*(Please note: PO Box holders must furnish physical address as well as mailing address)*

Social Security #: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Home phone #: \_\_\_\_\_

Work Phone #: \_\_\_\_\_

Cellular # \_\_\_\_\_

Fax #: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_

(OR other approved photo ID#)

Issuing State \_\_\_\_\_

Issue Date: \_\_\_\_\_

Exp. Date: \_\_\_\_\_

\*Please note: *Federal regulation requires that the Bank have verification of customer's identification on file.*

**Attach a photocopy of driver's license or other government issued photo identification**

Employer: \_\_\_\_\_ Occupation: \_\_\_\_\_

(If retired, career before retirement)

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

Security Passphrase: \_\_\_\_\_

(A password, phrase or code that can be used to identify your identity over the phone)

Special Instructions or comment:

\_\_\_\_\_

I hereby certify under penalty of perjury that the above information is true and correct.

X \_\_\_\_\_  
(Signature of account owner or authorized signer)

Date \_\_\_\_\_