

**Business Account Application, Agreement and Signature Card  
Excel Federal 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 with Excel Federal Credit Union, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may ask to see and copy your driver's license or other identifying documents. These practices also help us in our ongoing efforts to protect your identity.

MEMBER NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME OF ENTITY / ORGANIZATION: \_\_\_\_\_  
 \_\_\_\_\_  
 TYPE OF ACCOUNT: \_\_\_\_\_  
 Share Acct   
 Share Draft   
 Money Market

Soc. Sec. or Tax ID: \_\_\_\_\_

TYPE OF ENTITY / ORGANIZATION:  Corporation  Partnership  LLC  Sole Proprietor  Association

State of Registration: \_\_\_\_\_

Office Phone #: \_\_\_\_\_ Office FAX #: \_\_\_\_\_ Other Phone/Contact: \_\_\_\_\_

Email Address: \_\_\_\_\_ Nature of Business: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Secondary Address or PO Box: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Certification under penalties of perjury:**  
 I/We, as the Owner or an authorized agent of Owner, certify that \_\_\_\_\_ is the correct taxpayer identification number for the entity (or the entity is waiting for a number to be issued), and that the entity is not subject to backup withholding either because (a) the entity is exempt from backup withholding, or (b) the entity has not been notified by the Internal Revenue Service, ("IRS") that it is subject to backup withholding as a result of failure to report all interest and dividends, or (c) the IRS has notified the entity that it is no longer subject to backup withholding. Instructions:  The Owner should cross out item (b) above if the Owner has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return.  The Owner should check here, if the Owner is exempt from reporting per IRS guidelines.  The Owner should check here, if the Owner is not a U.S. person or a U.S. resident alien, a separate Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding (W-8BEN) has been completed. **The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.**

**Authorized Account Holder/Agent Signature(s):**

Authorized Signature: \_\_\_\_\_ Birth Date: \_\_\_\_\_  
 Print Name & Title: \_\_\_\_\_ SS#: \_\_\_\_\_  
 Drivers License Number: \_\_\_\_\_ State of Issuance: \_\_\_\_\_ Exp. Date: \_\_\_\_\_  
 Passport Number: \_\_\_\_\_ Country of Issuance: \_\_\_\_\_ Exp. Date: \_\_\_\_\_  
 US Military ID Number: \_\_\_\_\_ Service Branch: \_\_\_\_\_ Exp. Date: \_\_\_\_\_  
 Other (describe): \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Birth Date: \_\_\_\_\_  
 Print Name & Title: \_\_\_\_\_ SS#: \_\_\_\_\_  
 Drivers License Number: \_\_\_\_\_ State of Issuance: \_\_\_\_\_ Exp. Date: \_\_\_\_\_  
 Passport Number: \_\_\_\_\_ Country of Issuance: \_\_\_\_\_ Exp. Date: \_\_\_\_\_  
 US Military ID Number: \_\_\_\_\_ Service Branch: \_\_\_\_\_ Exp. Date: \_\_\_\_\_  
 Other (describe): \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Birth Date: \_\_\_\_\_  
 Print Name & Title: \_\_\_\_\_ SS#: \_\_\_\_\_  
 Drivers License Number: \_\_\_\_\_ State of Issuance: \_\_\_\_\_ Exp. Date: \_\_\_\_\_  
 Passport Number: \_\_\_\_\_ Country of Issuance: \_\_\_\_\_ Exp. Date: \_\_\_\_\_  
 US Military ID Number: \_\_\_\_\_ Service Branch: \_\_\_\_\_ Exp. Date: \_\_\_\_\_  
 Other (describe): \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Birth Date: \_\_\_\_\_  
 Print Name & Title: \_\_\_\_\_ SS#: \_\_\_\_\_  
 Drivers License Number: \_\_\_\_\_ State of Issuance: \_\_\_\_\_ Exp. Date: \_\_\_\_\_  
 Passport Number: \_\_\_\_\_ Country of Issuance: \_\_\_\_\_ Exp. Date: \_\_\_\_\_  
 US Military ID Number: \_\_\_\_\_ Service Branch: \_\_\_\_\_ Exp. Date: \_\_\_\_\_  
 Other (describe): \_\_\_\_\_

**It is hereby agreed** that all transactions between Excel Federal Credit Union (the "Credit Union") and the entity listed above (the "Account Holder") and all accounts maintained by the Account Holder with the Credit Union for which application has been made as designated above, including but not limited to the Credit Union's Business Share Account, Business Share Draft Account or Business Money Market Account, collectively "the Accounts", whether singular or plural as the context permits or requires) shall be governed by the By-laws and Amendments thereto, which may be changed from time to time by the Board of Directors as provided by applicable law and/or regulations, and by the terms, conditions and disclosures applicable to the accounts, all of which are incorporated herein by reference, and which may be changed from time to time as provided by applicable law and/or regulations, and such other terms and conditions provided on the face and/or on the reverse side of this form. By execution hereof, the Account Holder acknowledges receipt of a copy of the Credit Union's **Business Account Terms, Conditions and Disclosure** brochure which contains, among other information, the terms and conditions governing the Account(s) relating to Electronic Funds Transfers and the Credit Union's policy on Funds Availability. The Account Holder acknowledges that the funds availability policy has been fully explained and a Privacy brochure has been provided. Account Holder and the Agents hereby authorize the Credit Union to obtain a credit report on Account Holder and the Agents, from time to time, for (i) the purposes of determining what services and/or products of the Credit Union for which Account Holder or the Agents may qualify; and (ii) for any and all other purposes in the Credit Union's sole discretion. The Credit Union may impose a lien on the Accounts and/or exercise a right of set off against the entire balances of the Accounts, if the Account Holder is in default under any loan or other credit accommodation with the Credit Union. (See page 2/back for more information.)

EXCEL Federal Credit Union Employee: \_\_\_\_\_ Date: \_\_\_\_\_

**It is further agreed that:**

- (A) The Credit Union is authorized to recognize and act upon any one of the signature(s) subscribed on the front of this card in the payment of funds or for the transaction of any business for the Accounts. Any item payable to the Account Holder may be deposited in any of the Accounts in the Credit Union's sole discretion without notice to said payee; without the payee's endorsement thereon and without liability to payee or Account Holder. The Credit Union may, without being considered to have failed to act with ordinary care, effect transactions with the Accounts based on any signature bearing any resemblance whatsoever to the Authorized Signature(s) on this Signature Card. Any Account Holder and any Authorized Signature may, without notice to any other Account Holder or Authorized Signature, add or delete any Account Holder or Authorized Signature.
- (B) Only approved withdrawal forms and other methods approved by the Credit Union from time to time may be used to withdraw funds from the Accounts;
- (C) Unless otherwise agreed, the Credit Union is under no obligation, but may, in the Credit Union's discretion, pay a Share or Money Market draft which exceeds the balance in the Accounts or a Share or Money Market draft on which the date is more than 6 months old;
- (D) Except for failure to exercise ordinary care, the Credit Union is not liable for any action regarding the payment, or non-payment, of any item presented for payment;
- (E) Any objection to item(s) shown on a periodic statement of the Accounts shall be considered waived unless made in writing to the Credit Union on or before the twentieth (20th) day following the day such statement is mailed;
- (F) All non-cash items received as deposits to the Accounts will be made available in compliance with the Credit Union's published policy on Availability of Funds, which policy may change from time to time;
- (G) The Credit Union may change the terms and conditions of this Agreement by giving Account Holder written notice of such changes and continued use of the Accounts after ten days from the date such notice was given to Account Holder will bind Account Holder to such amended terms and conditions. Notice of such changes may be given hereunder by regular mail, as hereinafter provided, or by placing a written notice of such changes in the lobby of the main office of the Credit Union for a period of 60 consecutive days;
- (H) Any and all notice(s) required or permitted to be given by the Credit Union regarding the Accounts shall be deemed to be properly given to all Account Holders when reduced to writing and placed in the United States mail and addressed to the Account Holder at the address (including any e-mail address) to which the Credit Union regularly sends the periodic statement associated with the Accounts or at such other (addresses) as may be indicated from time to time by written notice to the Credit Union;
- (I) Any invalid or unenforceable provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision had been omitted. Except where Federal law and/or regulation are applicable, this Agreement shall be governed by and construed in accordance with the laws of the State of Georgia;
- (J) All transactions for the Accounts shall be conducted with U.S. funds; the Credit Union shall not be under a duty to convert (either in fact or by calculation only) any foreign currency to U.S. funds;
- (K) The Accounts are subject to service charges in accordance with the service charge schedule adopted by the Credit Union from time to time;
- (L) In case any overdraft or other indebtedness incurred through the use of the Accounts is collected through an attorney at law, or under advice therefrom, Account Holder agrees to pay all costs of collection, including 15% of the outstanding principal and interest of the indebtedness as attorney's fees;
- (M) Owner(s), officers, directors, members, managers, and partners of Account Holder (sometimes collectively the "Agents") jointly and severally do hereby unconditionally, absolutely and irrevocably guaranty to the Credit Union full and punctual payment and performance, when due, whether by acceleration or otherwise, of all past, present, and future indebtedness, liabilities, and obligations of the Account Holder to the Credit Union of any kind and description in connection with all of the following: (a) the Accounts; (b) any loan or loans made by the Credit Union to Account Holder, whether now or in the future; and (c) other financial accommodations made or extended by the Credit Union to the Account Holder including all interest or charges and all other obligations of the Account Holder to the Credit Union however and wherever incurred or evidenced, whether direct or indirect, absolute or contingent, or due or to become due together with all attorney's fees, court costs, and other costs and expenses as shall be paid or incurred by the Credit Union in connection with the collection or performance of the Obligations as hereinafter defined, or any of the other obligations referred to herein, or paid or incurred by the Credit Union in connection with the defense by the Credit Union of any action, suit, or claim by any third party with respect to any of same, or paid or incurred by the Credit Union in connection with the enforcement of this Guaranty (all of the foregoing being hereinafter collectively referred to as the "Obligations"). The Agents do hereby further agree that they are receiving a material benefit from the Credit Union by making this Guaranty. The Agents' Guaranty as set forth herein is an absolute, continuing, primary guaranty of payment and performance and not of collection. The Account Holder and the Agents do hereby jointly and severally agree to indemnify and hold harmless the Credit Union from all loss or damage (including, but not limited to actual and consequential damages and attorneys fees and costs) sustained by the Credit Union in connection with the Accounts or for any and all for any action taken by Account Holder or the Agents with respect to the Accounts or the payment or withdrawal of funds therefrom, and Account Holder, the Agents, and any shareholder of Account Holder, are estopped to deny or dispute the authority of any other Account Holder or Agent to transact business on the Accounts specifically including the issuance of drafts and the withdrawal of funds.
- (N) Owner(s), officers, directors, members, managers, and partners of Account Holder (sometimes collectively called the "Agents") jointly and severally do hereby certify that restricted transactions as defined by Federal Reserve Regulation GG will not be processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling. Processing such transactions may require the closing of the account(s) and expulsion from the credit union.