



**New Account No.:** \_\_\_\_\_ **Teller # & Initials** \_\_\_\_\_

**Must be completed for every Business Account Owner**

I certify that the information I have given for membership eligibility in the South Florida Educational Federal Credit Union (SFEFCU) is true and that SFEFCU is authorized to make whatever inquiries it deems necessary of others to verify my eligibility. I certify that I am eligible for membership as follows:

I am a current member of SFEFCU and my account number is \_\_\_\_\_

I am: \_\_\_\_\_ [Miami-Dade County Public Schools \(M-DCPS\)](#) Employee # \_\_\_\_\_

employed by \_\_\_\_\_ [Miami-Dade College \(MDC\)](#) Employee # \_\_\_\_\_

retired from \_\_\_\_\_ [United Teachers of Dade \(UTD\)](#)

\_\_\_\_\_ [Charter Schools sponsored by M-DCPS](#)

\_\_\_\_\_ [South Florida Educational FCU](#)

\_\_\_\_\_ [Other](#) \_\_\_\_\_

I am a member of: \_\_\_\_\_ [Miami-Dade County Retired Educators Association \(MDCREA\)](#)

\_\_\_\_\_ [Other](#) \_\_\_\_\_

I am a student of: \_\_\_\_\_ [Miami-Dade County Public Schools \(M-DCPS\)](#) \_\_\_\_\_

\_\_\_\_\_ [Miami-Dade College \(MDC\)](#)

\_\_\_\_\_ [Charter Schools sponsored by M-DCPS](#)

\_\_\_\_\_ [Other](#) \_\_\_\_\_

I am related to and/or sponsored by the following Credit Union Member:

Sponsoring Member Name: \_\_\_\_\_

Relationship to Sponsoring Member: \_\_\_\_\_

Sponsoring Member Number: \_\_\_\_\_

**(Sponsor must complete the Certification below)**

**Under penalties of perjury, my signature certifies that I have correctly stated my eligibility for membership and that any documents provided to verify eligibility are true and correct. I understand the penalty for giving false information would include the loss of my Credit Union membership as well as any other legal remedies available to the Credit Union. I further certify that the association, trust or guardianship applying for membership is not involved in any way with Internet gambling, or engaging in any illegal activity.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**SPONSOR CERTIFICATION**

I, \_\_\_\_\_, hereby certify that \_\_\_\_\_ is related to me as  
(Sponsoring Member Name) (Name of Individual being sponsored)  
indicated above. Please allow him/her to apply for membership.

**Under penalties of perjury, my signature certifies that I have correctly stated the relationship of the individual I am sponsoring and that all documents provided to verify eligibility are true and correct and accurately reflect the relationships of the persons named therein. I understand the penalty for giving false information may include the loss of my Credit Union membership and/or services as well as any other legal remedies available to the Credit Union.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Sponsoring Member Signature)



**BUSINESS PROFILE**

**Your Business Profile:**

Business Name: \_\_\_\_\_

Business Nickname/Mascot: \_\_\_\_\_

Year business was established: \_\_\_\_\_ Number of Employees: \_\_\_\_\_

What does your company do? \_\_\_\_\_

Business Website: \_\_\_\_\_

Annual Sales:

Less than \$100K    \$100K-\$500K    \$500K-\$1MM    \$1MM-\$3MM    Greater than \$3MM

Monthly # of incoming wires expected: Domestic: \_\_\_\_\_ International: \_\_\_\_\_

Monthly # of outgoing wires expected: Domestic: \_\_\_\_\_ International: \_\_\_\_\_

Monthly # of Cash Deposits expected: \_\_\_\_\_

Average Monthly Cash Deposit expected: \$ \_\_\_\_\_

Monthly # of Checks deposited: \_\_\_\_\_ Monthly # of Checks drawn: \_\_\_\_\_

Monthly # of ACH (Automated Clearing House) transactions expected: \_\_\_\_\_

Does the business perform any money services for customers, such as Money Orders, Check Cashing, Money Transmitter, Travelers Checks and Currency Exchange?  Yes  No

Does the business perform any services related to OFAC sanctioned entities?  Yes  No

Please indicate all business locations below (attach additional pages if necessary):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**What is your current business banking relationship?**

Institution: \_\_\_\_\_

Services:

Checking    Savings    Treasury & Cash Management Services    Loans/Lines of Credit/Credit Cards

**What services are you seeking from South Florida Educational Federal Credit Union?**

Purpose of the Account: \_\_\_\_\_

(ex: payroll, operating, etc.)

Services:

Savings    Checking    ATM Card    Debit Card    Online Banking    Bill Pay

Share Certificates    Safe Deposit Box    Other: \_\_\_\_\_

## PERSONAL GUARANTEE

FOR PURPOSES OF ALL SHARE ACCOUNTS AND ANY FUTURE LENDING.

WHEREAS, \_\_\_\_\_ (the "Business"), organized in the State of \_\_\_\_\_, has applied for membership to South Florida Educational Federal Credit Union (Credit Union); and

WHEREAS, Guarantor represents that he/she is requesting that membership be granted and that financial services be made available to Business; and

WHEREAS, Guarantor is related to the Business as:

shareholder  member  partner  director  officer  owner  other: \_\_\_\_\_; and

WHEREAS, Guarantor understands and agrees that from time to time his/her credit information may be requested by the Credit Union and others on their behalf, including other lenders and credit reporting agencies, and report to others (such as a credit reporting agency) Guarantor's credit experience with Credit Union. Credit Union will not be liable for any claim arising from the use of information provided to Credit Union or for providing such information to others.

WHEREAS, The Guarantor agrees and understands that the Credit Union is willing to grant certain financial services to and in favor of Business, but only upon condition that the Guarantor shall execute this Absolute and Unconditional Guarantee; it is therefore

AGREED AS FOLLOWS:

For value received, the sufficiency of which is hereby acknowledged, the Guarantor hereby absolutely and unconditionally guarantees the full and prompt payment when due, whether by acceleration or otherwise, of the principal, indebtedness, interest, debts, liabilities, obligations costs of collection, litigation and expert witness expenses, attorney fees ( including but not limited to trial, appellate and bankruptcy services) and/or any other sums of money due or to become due as evidenced by any account agreement, loan agreement, credit agreement or credit card agreement, and any extensions, modifications, amendments or renewals thereof ("Indebtedness-") executed by Business and payable to Credit Union.

The representations in the Whereas clauses above are true and are incorporated herein by reference.

The obligations of the Guarantor are independent of the obligations of the Business, and a separate action, or actions, may be brought against the Guarantor whether action is brought against the Business or whether the Business be joined in any such action or actions. Guarantor's liability is not conditioned on the signing of this Guarantee by any other person and further is not subject to any condition not expressly set forth in this Guarantee.

Guarantor's obligation to pay according to the terms of this Guarantee shall not be affected by the illegality, invalidity or unenforceability of any Indebtedness, the violation of any usury laws, forgery, or any other circumstances which make the indebtedness unenforceable against the Business, including, but not limited to, any bankruptcy relief or determination, adjudication or valuation. Guarantor consents, and agrees not to oppose, any motion for bankruptcy stay relief against Guarantor or Business or any collateral securing Indebtedness owned by Business or Guarantor.

The Guarantor consents to indulgences and extensions of time on the part of the Credit Union being afforded to the Business, the waiver, from time to time, by the Credit Union of any right or remedy on its part as against the Business or collateral, and any and all renewals, extensions, modifications, substitutions, supplementations or amendments of and to the Indebtedness, between the Credit Union and the Business. The Guarantor hereby agrees that no act or omission on the part of the Credit Union, nor any agreement, modification, supplementation, or amendment thereof or of any other agreement between the Credit Union and the Business, shall in any way or manner affect or modify the obligations and liability of the Guarantors hereunder, and shall have the same force and effect as if the Guarantors were joint and several debtors with the Business to the Credit Union.

## PERSONAL GUARANTEE

In the event any action or proceedings be brought by the Credit Union to enforce this guarantee, or the Credit Union appears in any action or proceeding in any way connected with or growing out of this guarantee, then and in any such event the Guarantor agrees to pay to the Credit Union reasonable attorney's fees, but only if the Credit Union is the prevailing party.

If any payment under the terms of Indebtedness is not made when due, including negative shares, whether by acceleration or otherwise, the Guarantor will pay the same immediately to Credit Union. If payment is not made, Credit Union may, at its discretion, apply funds in any Business owner's personal account towards the indebtedness of Business.

This is a continuing guaranty and shall remain in full force and effect until all Indebtedness and any other sums due Credit Union from Business are fully paid.

Any indebtedness of Business now or hereafter held by the Guarantor is hereby subordinated to the indebtedness of Business to Credit Union.

This Guaranty shall bind and inure to the benefit of Credit Union, its successors or assigns.

The Guarantor agrees that the terms and conditions of the Indebtedness shall be and become a part of this Guarantee, hereby ratifying, adopting and confirming all such terms, conditions and agreements.

Anything herein or in the Indebtedness or elsewhere to the contrary notwithstanding, in no event shall interest (including any charge or fee be held to be interest by a court of competent jurisdiction) accrue to be payable herein in excess of 18% or the highest contract rate allowable by law for the time such Indebtedness shall be outstanding and unpaid, and if by reason of the acceleration of maturity of such Indebtedness or for any other reason, interest in excess of the highest legal rate shall be due or paid, any such excess shall constitute and be treated as a payment on the principal hereof and shall operate to reduce such principal by the amount of such excess, or if in excess of the Indebtedness such excess shall be waived or refunded to the Guarantor.

This Guarantee will remain binding on me, whether or not there is any outstanding Indebtedness, until Credit Union has actually received written notice of revocation or written notice of Guarantor's death or incompetence. Notice of revocation, death or incompetence will not affect the obligations under this Guarantee with respect to any Indebtedness incurred by or for which Credit Union has made a commitment to Business before Credit Union actually received such notice.

Guarantor shall, by written notice, advise the Credit Union at anytime Guarantor becomes aware that an officer, director, shareholder, partner or member has either terminated or joined Business, or if the business will not longer continue in the same capacity.

Guarantor has the right and authority to enter into this Guarantee. The execution and delivery of this Guarantee will not violate any agreement governing, or to which, Guarantor is a party. This Guarantee was entered into at the request of the Business, and Guarantor is aware of, and satisfied with, the Business' financial condition. Credit Union has not, verbally or otherwise, provided or represented to Guarantor any information with respect to the Business or Business's financial condition or the Business's use or intended use of all any Indebtedness.

CREDIT UNION AND GUARANTOR HEREBY KNOWINGLY, VOLUNTARILY AND INTELLIGENTLY WAIVE THE RIGHT EITHER/ANY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE INDEBTEDNESS OR THIS GUARANTEE, AND/OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, AND/OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), LOANS, ACCOUNTS, CONTRACTS, DISCUSSIONS, AND/OR AGREEMENTS OF ANY KIND, AND/OR ACTIONS OF EITHER/ANY PARTY MADE BEFORE, DURING, OR AFTER THE EXECUTION OF THIS DOCUMENT. THIS WAIVER APPLIES IN THE EVENT ANY OTHER PARTIES INSTITUTE, JOIN, OR DEFEND ANY LITIGATION. THIS PROVISION IS A MATERIAL

**PERSONAL GUARANTEE**

INDUCEMENT FORHOLDER EXTENDING CREDIT TO BUSINESS. IT IS EXPRESSLY AGREED THAT NO PARTY OR ENTITY HAS REPRESENTED THAT THIS WAIVER WILL NOT BE ENFORCED.

VENUE AND JURISDICTION SHALL BE IN MIAMI-DADE COUNTY, STATE OF FLORIDA, FOR ANY AFFIRMATIVE OR DEFENSIVE LEGAL PROCEEDINGS IN CONNECTION WITH THIS DOCUMENT AND/OR ANY OTHER DOCUMENT SIGNED BY BUSINESS OR ANY GUARANTOR IN FAVOR OF CREDIT UNION.

Duly executed and delivered in \_\_\_\_\_ County, Florida, on this \_\_\_\_\_ day of \_\_\_\_\_,20\_\_\_\_.

Witnesses:

Guarantor:

\_\_\_\_\_  
First Witness Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
First Witness Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Second Witness Signature

\_\_\_\_\_  
Personal Member Account Number

\_\_\_\_\_  
Second Witness Printed Name

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_  
by \_\_\_\_\_ and is personally known to me or has produced \_\_\_\_\_ as  
identification.

My commission expires: \_\_\_\_\_

NOTARY PUBLIC

# Non-Corporation Authorization Designation

Business Name: \_\_\_\_\_

Location of principal office: \_\_\_\_\_

State of Organization: \_\_\_\_\_

<b>FORM OF ORGANIZATION</b>
-----------------------------

- |  |   |
|--|---|
| <input type="checkbox"/> Sole Proprietorship<br><input type="checkbox"/> Limited Liability Company<br><input type="checkbox"/> Unincorporated Organization | <input type="checkbox"/> Partnership – General<br><input type="checkbox"/> Partnership – Limited<br><input type="checkbox"/> Partnership – Limited Liability<br><input type="checkbox"/> Other: _____ |
|--|---|

### ADOPTION BY UNANIMOUS WRITTEN CONSENT OF GOVERNING BODY

**THE BUSINESS.** The Business is a recognized Florida business entity which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the law of the above referenced State of Organization. The Business is duly authorized to transact business in all other states in which the Business is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which the Business is doing business. Specifically, the Business is, and at all times shall be, duly qualified as a foreign corporation in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. The Business has full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Unless the Business has designated otherwise in writing, the principal office as indicated above is the office at which the Business keeps its books and records. The Business will notify the Credit Union prior to any change in the location of the Business's state of organization or any change in the Business's name. If the Business uses an assumed name for its business, it has a current Assumed Name Certificate on file in the county clerk's office in each county in which it conducts business. If the Business uses a name for the business other than the name of the Business, a current fictitious business name statement is on file in the county clerk's office in each county in which the Business conducts business. The Business shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to the Business and the Business's business activities.

**AUTHORIZED USERS.** The signatures of those persons authorized to conduct transactions on the account are indicated on the Signature Card, hereinafter referred to as "Authorized Users." You certify to South Florida Educational Federal Credit Union (the Credit Union) that such persons have been duly authorized by the Business and have the power and authority to act, sign and bind the Business, that the Credit Union may rely on such authority until written notice of revocation is received by the Credit Union, and that no dissolution of the Business has occurred. Authorized Users may deposit, draw, endorse, and discount with the Credit Union all drafts or any other item payable to or belonging to the Business or in which the Business may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Business's account with the Credit Union, or to cause such other disposition of the proceeds derived there from as they may deem advisable. The Credit Union shall not be required or be under any obligation to inquire as to the circumstances of the issue or use of any item signed in accordance with the attached resolutions, or the application or disposition of such item or the proceeds of the item. Funds may not be withdrawn until collected.



# Non-Corporation Authorization Designation

**ACCOUNT TERMS.** The Business has received and agrees to be bound by the terms and conditions of the Business Membership and Account Agreement, the Business Account Rate & Fee Schedule, and the bylaws, rules and regulations governing the Credit Union. Each Authorized User jointly and severally agrees to indemnify and hold the Credit Union harmless from and against any and all liability for claims, judgments, settlement amounts, expenses or other losses including but not limited to reasonable attorney's fees at the trial, appellate or bankruptcy level arising out of or in connection with the use of this account.

**RESOLUTIONS ADOPTED.** The undersigned adopt on behalf of the Business 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. The attached resolutions shall be continuing, shall remain in full force and effect and the Credit Union may rely on the attached resolutions until written notice of their revocation is delivered to and received by the Credit Union at the address shown above. Any such notice shall not affect any of the Business's agreements or commitments in effect at the time notice is given.

**CERTIFICATIONS.** 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 and that no member 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 attached are true and correct copies of resolutions adopted by this unanimous written consent; that Bylaws or Code of Regulations, Constitution, Charter and/or rules of the Business; and that such resolutions have not been withdrawn or changed. You further certify that the corporation is not a Money Service Business as defined in 31 CFR 1010.100(d), involved in any way with Internet gambling, or engaging in any illegal business activity.

**I have read all the provisions of this Authorization Designation, and I certify that all statements and representations made in this Authorization Designation are true and correct.**

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_ and is personally known to me or has produced \_\_\_\_\_ as  
identification.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC





# Business Funds Transfer Agreement

**Business Name** \_\_\_\_\_

This Funds Transfer Agreement is entered into between South Florida Educational Federal Credit Union and the above-named business member and governs origination and receipt of wire transfers, automated clearing house (ACH) transfers, and intra-Credit Union payment orders not covered under our Electronic Fund Transfers Agreement and Disclosures, on behalf of Member. In this Agreement, the terms "we," "our," "us," and "Credit Union" mean South Florida Educational Federal Credit Union. "You" and "your" mean the above-named business member. This Agreement is incorporated into your Business Membership and Account Agreement with us. This Agreement supersedes any previous Funds Transfer Agreement you may have executed with us, but does not replace the payment order provisions appearing in the Business Membership and Account Agreement and, with respect to ACH transfers, the Electronic Funds Transfer Disclosure. To the extent the terms of this Agreement are inconsistent with the Business Membership and Account Agreement and the Electronic Funds Transfer Disclosure, the terms herein will control. This Agreement is binding on the business member's heirs, representatives, and successors. If any part of this Agreement is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction or other lawful authority, the remaining provisions will remain in effect.

**Business Member Liability.** The Business Member shall be liable to the Credit Union for and shall indemnify and hold the Credit Union harmless from any and all claims, causes of action, damages, expenses (including reasonable attorney's fees and other legal expenses), liabilities and other losses resulting from acts, omissions, or provision of invalid or inaccurate data by you or any other person acting on your behalf, including without limitation (i) a breach by you of any provision of this Agreement; (ii) our debiting or crediting of the account of any person as requested by you; and (iii) the failure to act or the delay by any financial institution other than the Credit Union.

**Credit Union Liability.** We shall be responsible only for performing the funds transfer services provided in this agreement and shall be liable only for our negligence or willful misconduct in performing these services. We shall not be liable for acts or omissions by your or any other person including, without limitation, any funds transfer system, and Federal Reserve Bank, and beneficiary's bank, and any beneficiary, none of which shall be deemed our agent. Without limitation, we will be excused from delaying or failing to act if caused by legal constraint, interruption of transmission or communications facilities, equipment failure, war, emergency conditions, strikes, or other circumstances beyond our control. In no event shall we be liable for any consequential, special, punitive, or indirect losses or damages incurred relating to this Agreement, including, without limitation, subsequent wrongful dishonor resulting from our acts or omissions.

**Governing Regulations.** We may use Fedwire to send or receive a wire transfer requested by you. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire. If you are a party to an ACH entry, you acknowledge and agree that any such entry will be governed by the National Automated Clearing House Association (NACHA) Operating Rules, the Rules of any local ACH, and the rules of any other system through which the entry is made. Other payment orders you make may be governed by Florida Statutes Chapter 670 and the Uniform Commercial Code: Funds Transfers.

**Security Procedure.** The Credit Union and the Business Member have agreed to any security procedure option(s) selected below and the format requirements as shown on our current Authorization for Wire Transfer form for each transfer request (and cancellation of a transfer request) transmitted to the Credit Union. In some cases we may take additional actions to those selected to verify the identification of you or your agent, or to detect an error in the transmission or content of a transfer request. Any of these additional actions will not be considered part of this agreement and may only be used periodically. Provided we comply with the security procedure selected by you, you will be liable for payment of the transferred amount plus transfer fees, even if the transfer request was not actually transmitted or authorized by you. If we do not follow the agreed security option, but can prove the transfer request was originated by you, you will still be liable for the transfer amount plus transfer fees. You authorize the

# Business Funds Transfer Agreement

Credit Union to record electronically or otherwise any telephone calls relating to any transfer under this Agreement.

## Security Procedures:

**Option 1 – Personal ID Number (PIN)**

Each transfer request transmitted to the Credit Union by any means shall be accompanied by the following personal identification number:

PIN: \_\_\_\_\_

**Option 2 – Callback Password**

Upon receiving a transfer request by any means, the Credit Union shall telephone the Business Member at the following phone number to receive final verification by requesting the current "password."

Callback Password: \_\_\_\_\_ Callback Phone Number: \_\_\_\_\_

**Option 3 – Signature Comparison AND one of the following:**

Personal Identification Number (PIN): \_\_\_\_\_

OR

Callback Password: \_\_\_\_\_ Callback Phone Number: \_\_\_\_\_

Each transfer request shall be in writing (faxed or original) and shall include the signature of one of the agents listed in the Authorization section of this Agreement. Signatures will be compared to that appearing below or to picture identification. A facsimile signature is deemed to be an original signature. If a PIN is selected, each transfer request transmitted to the Credit Union shall be accompanied by the above PIN. If a Callback Password is selected, upon receiving a transfer request, the Credit Union will telephone the Business Member at the above Callback Phone Number to receive final verification by requesting the current "password."

**Multiple Options** – Check here only if you request all selected options to be used for each transfer request. Otherwise any one selected option will be used.

**Acceptance of Payment Orders.** We may, in our sole discretion, refuse to execute any payment order that (i) exceeds the available funds on deposit in your account(s), (ii) we reasonably believe may not be authorized by you, or (iii) which contains incorrect, incomplete, or ambiguous information. You agree that we have no liability for any loss caused by our refusal to accept any payment order.

**Notification.** Under NACHA Rules we are not required to notify you at the time funds are received. Instead, the transfer will be shown on your periodic statement.

**Provisional and Final Payment.** All wire and ACH transfers credited to your account are provisional and subject to our receipt of final payment. If final payment is not received, we reserve the right to charge your account for the amount of the transfer(s) and impose a return item charge on your account. If we incur any fee to collect any item, we may charge such fee to your account. We reserve the right to refuse or to return any transfer.

**Identifying Account Numbers.** You agree that we can rely upon any identifying account number given to us in connection with any ACH, wire transfer, or other transfer, even if the number identifies a person different than the named beneficiary or a financial institution different from the named financial institution.

# Business Funds Transfer Agreement

You agree that neither we nor any other institution involved in the transaction has a duty to determine whether the number given matches the intended beneficiary or the named financial institution.

**Charges.** We may charge your account for the amount of any payment order initiated by you. If you do not designate an account to be charged or the designated account does not have sufficient funds to cover the amount of the payment order request, we may charge any account in which you have an interest for the amount of the payment order. We may charge a fee for wire transfer services as set forth in our Share Account Rate and Fee Schedule. You authorize us to charge wire transfer fees to any account in which you have an interest. You also agree to pay us for any additional expenses we incur to execute, cancel, or amend any payment order or perform any related act that you may request, and we may charge any such expenses to any of your accounts without notice.

**Foreign Currency.** If you submit a payment order for a transfer of funds to a foreign country, we may send payment in the currency of the beneficiary bank's country at our buying rate of exchange to United States dollars. If your payment is returned for any reason, you agree to accept the refund in U.S. dollars in the amount of foreign money credit, based on the then-current buying rate of the bank converting the currency to U.S. dollars on the date of the refund, less any charges or expenses we incur.

**Liability and Interest Payable.** We may be responsible for your direct expenses if we fail to exercise ordinary care in carrying out your instructions in connection with a payment order transaction. However, in no event will we be liable for any special, indirect, exemplary, or consequential damages (including lost profits) of any kind. We are not required to pay interest on any amount we may owe to you due to an unauthorized wire transfer arising out of our error unless you exercise ordinary care to discover the unauthorized transfer and promptly advise us of the relevant facts within the time period set forth in the Business Membership and Account Agreement. Any rate of interest that we might be obligated to pay to you as a matter of law for a delay or incorrect transfer arising out of our error will be the lower of the federal funds rate at the time of the correction or the dividend or interest rate that we pay on the account to or from which the funds transfer should have occurred.

**OFAC.** We will comply with regulations issued by the US Treasury's Office of Foreign Assets Control (OFAC). If any transfer request is to an entity listed on OFAC's list of Specially Designated Nationals and Blocked Persons, by law we will not complete the transfer and will block the funds until such time OFAC issues a written release to the Credit Union.

**Cutoff Times.** Transfers, payment orders, and communications canceling or amending payment orders received after 3:45 p.m. on each weekday we are open that is not a holiday may be treated as having been received on the next banking day and processed accordingly.

**Modification and Waiver.** We may add to, modify, or delete the terms of this Agreement by providing notice to you in writing, and any amendment will be effective immediately or at a later time specified in any such notice. Any other amendments or modifications to this Agreement will not be effective unless in writing and signed by the party against whom enforcement is sought. Any waiver by us of any of the provisions of this Agreement will not be effective unless it is in writing. A waiver will only apply to the particular circumstances for which it is given and will not constitute a future waiver of any other right or provision of this Agreement.

**Notices.** All notices required or permitted under this Agreement must be in writing, and, if directed to the Credit Union, sent to South Florida Educational Federal Credit Union, P.O. Box 830370, Miami, FL 33283. Notices directed to you will be sent to your address as reflected in our records.

**Termination.** This Agreement will continue until terminated. Either party may terminate this Agreement at any time by giving written notice to the other party. Termination by the Credit Union will be effective immediately upon delivery of notice to you. Termination by you will not be effective until we have had a reasonable time to act on your notice. Termination will not affect the rights or obligations of either party



# Business Funds Transfer Agreement

that accrue before termination or that relate to any transaction occurring before termination. All obligations or rights that contemplate performance after termination shall survive termination.

**General.** You agree that only our forms, methods, and procedures may be utilized. You also agree that in the event of an error, we may correct any such error without prior approval by you. Any authorization you make to initiate paperless debit or credit entries will remain in effect until we receive written notice from you that your authorization has been revoked in a manner and in time to provide us with a reasonable opportunity to act on it. You may not assign this Agreement without our prior written consent.

**Authorization.** You hereby authorize the following individuals as agents for purposes of authorizing wire or ACH transfer requests on behalf of the Business Member. These agents shall remain authorized until you notify us in writing of revocation of any agent's authorization. Other individuals can be authorized only by adding them to this Agreement or by completion of a new agreement with the Credit Union. Changes in authorized agents made by you shall become effective the business day following the receipt of written notice or a new agreement.

### Authorized individual(s):

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

### Business Member Owner(s):

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_

by \_\_\_\_\_ and is personally known to me or has produced \_\_\_\_\_ as identification.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC



**Business Facsimile Signature Agreement and Hold Harmless**

**BUSINESS ACCOUNT INFORMATION**

Business Name		EIN #	
Other Trade or D/B/A Names			
Business Address	City	State	Zip
Business Mailing Address (If different)	City	State	Zip
E-mail Address	Website Address		

**FACSIMILE SIGNATURES**

South Florida Educational Federal Credit Union ("Credit Union") and the Business named above agree as follows:

1. Credit Union may honor checks, drafts, and other orders for the payment of money drawn on Business' account, described in this document, when the items bear or appear to bear any of the following facsimile signatures;
2. Credit Union may honor and charge Business for such items, regardless of by whom or by what means the actual or purported facsimile signature has been made, provided the facsimile signature resembled the signature of the facsimile specimen below;
3. Business agrees to hold Credit Union harmless and indemnify Credit Union from and against any and all loss, cost or expense, including reasonable attorney's fees, resulting from relying on and acting upon any such authorization which the Credit Union reasonably believes to have come from the Business;
4. Business agrees to hold Credit Union harmless from any loss resulting from the improper or unauthorized use of the stamp, devise or file image used for creating the facsimile signatures below;
5. All previous authorizations for the signing and honoring of checks, drafts or other orders for the payment of money drawn on Credit Union by Business are continued in full force and effect.
6. Credit Union may terminate this agreement at any time with or without cause or prior notice.

<p><b>Use of Facsimile Signature</b></p> <p><input type="checkbox"/> Endorsement of checks deposited <input type="checkbox"/> Authorized Signature of checks issued</p> <p><b>Authorized users of Facsimile Signature Stamp, Device or File Image</b></p> <p><input type="checkbox"/> Owner(s) <input type="checkbox"/> Authorized Signor(s)</p>	<p><b>1. Facsimile Signature (Stamp, Device or File Image)</b></p>
<p><b>Use of Facsimile Signature</b></p> <p><input type="checkbox"/> Endorsement of checks deposited <input type="checkbox"/> Authorized Signature of checks issued</p> <p><b>Authorized users of Facsimile Signature Stamp, Device or File Image</b></p> <p><input type="checkbox"/> Owner(s) <input type="checkbox"/> Authorized Signor(s)</p>	<p><b>2. Facsimile Signature (Stamp, Device or File Image)</b></p>
<p><b>Use of Facsimile Signature</b></p> <p><input type="checkbox"/> Endorsement of checks deposited <input type="checkbox"/> Authorized Signature of checks issued</p> <p><b>Authorized users of Facsimile Signature Stamp, Device or File Image</b></p> <p><input type="checkbox"/> Owner(s) <input type="checkbox"/> Authorized Signor(s)</p>	<p><b>3. Facsimile Signature (Stamp, Device or File Image)</b></p>

**Credit Union Use Only**

Account Number:	Processed by:	Date:
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**Business Facsimile Signature Agreement and Hold Harmless**

\_\_\_\_\_  
Name (print) Signature Date

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
by \_\_\_\_\_ and is personally known to me or has produced \_\_\_\_\_ as  
identification.

My commission expires: \_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Name (print) Signature Date

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
by \_\_\_\_\_ and is personally known to me or has produced \_\_\_\_\_ as  
identification.

My commission expires: \_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Name (print) Signature Date

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
by \_\_\_\_\_ and is personally known to me or has produced \_\_\_\_\_ as  
identification.

My commission expires: \_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Name (print) Signature Date

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
by \_\_\_\_\_ and is personally known to me or has produced \_\_\_\_\_ as  
identification.

My commission expires: \_\_\_\_\_  
NOTARY PUBLIC

Credit Union/Specialty Services use	
<input type="checkbox"/>	New Account
<input type="checkbox"/>	Adding Authorized Signor
<input type="checkbox"/>	Adding Responsible Individual
<input type="checkbox"/>	Name Change
<input type="checkbox"/>	Beneficiary ( <a href="#">Sole Proprietorship</a> )
<input type="checkbox"/>	Update Information
<input type="checkbox"/>	Other _____

## Information Request Form

for Business Owners and Authorized Signors

Dear

To open account(s) or add Responsible Individual/Authorized Signor through the mail, please provide all the information selected below:

<input type="checkbox"/> Current account number (if applicable):			
<input type="checkbox"/> Name:			
<input type="checkbox"/> Date of Birth:			
<input type="checkbox"/> Social Security:			
<input type="checkbox"/> Mother's Maiden Name:			
<input type="checkbox"/> Address:	City	State	Zip Code
<input type="checkbox"/> Home Phone:			
<input type="checkbox"/> Work Phone:			
<input type="checkbox"/> Mobile Phone:			
<input type="checkbox"/> Email Address:			
<input type="checkbox"/> Current Employer:			
<input type="checkbox"/> Occupation:			
<input type="checkbox"/> Please attach a <b>clear copy</b> of one of the following identifications: (Valid Driver's License, State ID Card, US Passport, Alien ID, US Military ID)			

When we have received all the necessary information, we will send out signature forms that should be checked for errors and omissions. Once signed and notarized please return to us in the enclosed self addressed envelope.

\_\_\_\_\_ Owner Signature

\_\_\_\_\_ Date

SFEFCU Specialty Services Representative

Date