



## Business Membership Application

University of Michigan Credit Union  
PO BOX 7850  
Ann Arbor, MI 48107-7850

**Member Number:**

### Business Account Authorization

**Important Account Opening Information:** Federal law requires us to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

### BUSINESS INFORMATION

NAME OF ORGANIZATION				OTHER TRADE OR DBA NAME(S)			
<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Professional Corporation				<input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Regarded <input type="checkbox"/> Disregarded <input type="checkbox"/> Sole Proprietorship			
<input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership (LP) <input type="checkbox"/> Limited Liability Partnership (LLP)				<input type="checkbox"/> Club/Group (Unincorporated) <input type="checkbox"/> Non-Profit Corporation			
I/We hereby apply for the following accounts: <input type="checkbox"/> Savings (required) <input type="checkbox"/> Business Basic Checking <input type="checkbox"/> Overdraft Protection from Share Savings				Accounts Services: <input type="checkbox"/> Business Advantage Checking <input type="checkbox"/> Business Money Market Savings <input type="checkbox"/> Debit Card <input type="checkbox"/> MemberNet Online Banking <input type="checkbox"/> Bill Pay			
STATE ORGANIZED		EIN/TIN		NAICS CODE			
BUSINESS LICENSE NUMBER		ISSUANCE DATE		EXPIRATION DATE		STATE ISSUED	
MAILING ADDRESS			CITY		STATE		ZIP CODE
PHYSICAL ADDRESS			CITY		STATE		ZIP CODE
BUSINESS PHONE		OTHER PHONE			EMAIL		
MEMBERSHIP ELIGIBILITY / CURRENT MEMBER ACCOUNT				NATURE OF BUSINESS			
<b>PRINCIPALS OR OWNERS OF THE BUSINESS ENTITY, INCLUDING ANY BENEFICIAL OWNERS</b>							
<ul style="list-style-type: none"><li>Beneficial Owners are any individuals (natural persons) owning 25% or more of the equity interest in this legal entity and any individuals (natural persons) with significant responsibility to control this legal entity.</li><li>Include each of the individual(s) who, directly or indirectly, through any contract, arrangement, understanding, relationship, intermediary, tiered entity, or otherwise, owns 25% or more of the equity interest in this legal entity.</li><li>Include each of the individual(s) with significant responsibility to control this legal entity (CEO, CFO, managing partner, etc.).</li></ul>							
FIRST NAME		LAST NAME		BIRTH DATE		SSN	
TYPE OF IDENTIFICATION ( ) State DL ( ) State ID ( ) US Passport ( ) Foreign Passport		IDENTIFICATION LICENCE NUMBER		ISSUANCE DATE		EXPIRATION DATE	
STREET ADDRESS		CITY		STATE		ZIP CODE	
OWNERSHIP SHARE %		TITLE		BENEFICIAL OWNER TYPE ( ) None ( ) Owner ( ) Control ( ) Owner & Control ( ) Information Only			
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## TAXPAYER IDENTIFICATION AND BACKUP WITHHOLDING

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

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

**Certification Instructions.** Cross out item 2 above if the Account Owner has been notified by the IRS that it is currently subject to backup Withholding because it has failed to report all interest or dividends on its tax return. Complete the appropriate W-8 form if the Account Owner is not a U.S. person. If a W-8 BEN is completed, your signature does not serve to certify this section.

**WHEREAS** on this \_\_\_\_\_ day of \_\_\_\_\_, it has been determined, that it is in the best interest of Business/Organization to establish a membership in and depository relationship with the **UNIVERSITY OF MICHIGAN CREDIT UNION**.

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

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

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

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

By signing below the undersigned agree to the by-laws of this Credit Union and applicable account terms and conditions, as amended from time to time; to pay any membership or entrance fee; and authorized the Credit Union to verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency on the undersigned, as individuals. The undersigned certify that the information provided on this agreement is true and correct and that the terms on this agreement apply to all listed accounts. The undersigned acknowledge receipt of a copy of the terms and conditions applicable to this Business Account Card, The Business Membership and Account Agreement, the Funds Availability Policy disclosure and additional documents and disclosures the Credit Union has provided. **The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.**

X

SIGNATURE PRINTED NAME:

DATE

X

SIGNATURE PRINTED NAME:

DATE

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**FOR CREDIT UNION USE ONLY**

DATE	BRANCH NAME	EMPLOYEE	MEMBERSHIP ELIGIBILITY VERIFIED
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# UNIVERSITY OF MICHIGAN CREDIT UNION

## LIMITED LIABILITY COMPANY AUTHORIZATION RESOLUTION

By:

Referred to in this document as "Financial Institution:

Referred to in this document as "Limited Liability Company"

I, \_\_\_\_\_, certify that I am a Manager or Designated Member of the above named Limited Liability Company organized under the laws of \_\_\_\_\_, Federal Employer I.D. Number \_\_\_\_\_, engaged in business under the trade name of \_\_\_\_\_, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of all members of the Limited Liability Company or the person or persons designated by the members of the Limited Liability Company to manage the Limited Liability Company as provided in the articles of organization or an operating agreement, duly and properly called and held on \_\_\_\_\_ (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

**AGENTS** Any Agent listed below, is authorized to exercise the powers granted as indicated below:

Name and Title or Position	Signature
A. _____	x _____
B. _____	x _____
C. _____	x _____
D. _____	x _____
E. _____	x _____
F. _____	x _____

### POWERS GRANTED: All above persons will have the Power to:

- (1) Exercise all of the powers listed in the Business Membership and Account Agreement.
- (2) Open and close any deposit or share account(s) in the name of the Limited Liability Company.
- (3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.
- (4) Borrow money on behalf and in the name of the Limited Liability Company, sign, execute and deliver promissory notes or other evidences of indebtedness. Authorized signers can only execute a promissory note in conjunction with a joint owner.
- (5) Endorse, assign, transfer, mortgage or pledge property now owned or hereafter owned or acquired by the Limited Liability Company as security for sums borrowed, and unconditionally guarantee payment.

**LIMITATIONS ON POWERS** The following are the Limited Liability Company's express limitations on the powers granted under this resolution.

### The Limited Liability Company named on this resolution resolves that,

- (1) The Financial Institution is designated as a depository for the funds of the Limited Liability Company and to provide other financial accommodations indicated in this resolution.
- (2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Managers of Designated Members of the Limited Liability Company and certified to the Financial Institution as governing the operation of this Limited Liability Company's accounts(s), are in full force and effect, until the Financial Institution receives and acknowledges as express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.

## UNIVERSITY OF MICHIGAN CREDIT UNION

- (3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Limited Liability Company. Any Agent, so long as they act in a representative capacity as an Agent of the Limited Liability Company, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated on page one, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.
- (4) All transactions, if any, with respect to any deposits, withdrawals or on behalf of the Limited Liability Company with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.
- (5) The Limited Liability Company agrees to the terms and conditions of any account agreement, properly opened by an Agent of the Limited Liability Company. The Limited Liability Company authorizes the Financial Institution, at any time, to charge the Limited Liability Company for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signature for this purpose.
- (6) The Limited Liability Company acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Limited Liability Company 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, automated teller machines (ATM), and debit cards.
- (7) The Limited Liability Company acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Limited Liability Company with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Limited Liability Company authorizes each Agent to have custody of the Limited Liability Company'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.

**EFFECT ON PREVIOUS RESOLUTIONS** This resolution supersedes resolution date \_\_\_\_\_. If not completed, previous resolutions remain in effect.

### CERTIFICATE OF AUTHORITY

I FURTHER CERTIFY THAT THE Managers or Designated Members of the Limited Liability company have, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same (apply seal below where appropriate.)

In Witness Whereof, I have subscribed my name to this document and affixed the seal, if any, of the Limited Liability company on \_\_\_\_\_ (date).

\_\_\_\_\_  
Attest by One Other Manager or Designated Member

\_\_\_\_\_  
Manager or Designated Member

As used in this resolution, the term "Manager" means the person or persons designated by the members of the Limited Liability Company in a manager-managed Limited Liability company to the Limited Liability Company as provided in the articles of organization or an operating agreement. The term "Designated Member" means the member or members of the Limited Liability Company authorized to act on behalf of the Limited Liability Company in a member-manager Limited Liability company. By signing this resolution Manager or Designated Member, represent that they have provided the Financial Institution with true and complete copies of the articles of organization and operating agreements of the Limited Liability Company as amended to the date of this resolution.

### FOR FINANCIAL INSTITUTION USE ONLY

Acknowledge and received on \_\_\_\_\_ (date) by \_\_\_\_\_ (initials)