





## ACCEPTANCE OF TREASURY MANAGEMENT SERVICES

- New Acceptance                       Amendment No. \_\_\_\_\_ to existing Acceptance of Treasury Management Services, original dated: \_\_\_\_\_

### Part I- Certification

Defined terms will have the meaning provided in the Preferred Bank Master Treasury Management Services Agreement, and applicable Service Description(s), unless otherwise defined herein.

The person(s) signing ("Executive Representative(s)") this Acceptance of Treasury Management Services ("Acceptance") on behalf of the company identified in the signature block of this Acceptance ("Client"), certifies on behalf of Client, to the extent applicable, that:

- a) Client agrees to be bound by the Preferred Bank Master Treasury Management Services Agreement, together with each applicable Service Description, including any Supporting Documents, corresponding exhibits, schedules, enrollments, or attachments to the same, which apply to the services designated by Client in Part II of this Acceptance, and Client's use of any Service, including without limitation each Service that Client commences using after the Effective Date of this Acceptance, confirms Client's agreement to be bound by each Service Description relating to that Service;
- b) The client has received a copy of the Master Agreement together with each Service Description for which a Service has been selected by Client below; and
- c) The Executing Representative has full authority to execute this Acceptance on behalf of Client, and to enter into other agreements and Supporting Documents for the Services now or hereafter offered by Bank, and to amend, terminate or otherwise act on behalf of Client with respect to each Service used by Client.

### Part II- Service Options

#### DESIGNATION OF MASTER TREASURY SERVICE OPTIONS

Client designates the following Service options (check all that apply):

- PBnet Online Banking Service Description

Access to the PBnet Online Banking Service will be subject to Security Procedures. At this time, and subject to amendment by Bank, the Security Procedures include Client's Logon ID, Password, and Challenge Question. The Challenge Question is prompted when Client attempts to log in from a new device, alternatively, Client may choose to require the Challenge Question with each log in attempt. In addition, if Client is enrolled in the wire transfer feature, Client will be required to enter a Token ID with each log in attempt.

Check all that apply: (the following Services are accessed via PBnet Online Banking)

- |   |   |
|---|---|
| <input type="checkbox"/> Bill Payment Service                                 | <input type="checkbox"/> Remote Deposit Capture Service Description ("RDC") |
| <input type="checkbox"/> Wire Transfer Service Description                    | <input type="checkbox"/> Positive Pay Service Description                   |
| <input type="checkbox"/> Automated Clearing House Service Description ("ACH") | Mobile Banking Addendum   |



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PBnet Online Banking Service Requests: Requests submitted using the PBnet Online Banking Service will be subject to the Security Procedures applicable to that Service, in addition all PBnet Online Banking Service Requests will be subject to Client's use of a token password.

### Additional Treasury Management Services

- Automated Sweep Service Description
- Courier Service Description
- Lockbox Service Description
- Cash Vault and Deposit Service Description
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

### Part III- Additional Terms and Signatures

Any addition, deletion or change to the Acceptance for any Service requested by Client must be submitted in a form acceptable to Bank, and no such requested addition, deletion or change will become operative or effective until Bank confirms to client that such addition, deletion or change has been approved by Bank and implemented.

The Acceptance may be signed in counterparts and transmitted by facsimile. If signed in two or more counterparts, each will be deemed an original, but such counterparts will constitute one instrument. The effectiveness of the Acceptance (or any related document) and any signatures shall, to the extent permitted by applicable law, have the same force and effect as manually-signed originals and shall be binding on all parties hereto. Bank may also require that the Acceptance (or any related document) be confirmed by a manually-signed original thereof; provided, however, that the failure to request or deliver the same shall not limit the effectiveness of any facsimile document or signature.

Agreed To and Accepted \_\_\_\_\_ ("Effective Date")

CLIENT:

PREFERRED BANK:

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
Print Name

Name: \_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**PREFERRED BANK  
RESOLUTIONS FOR**

**ACCEPTANCE OF TREASURY MANAGEMENT SERVICES**

Corporate Resolutions of the Board of Directors for

\_\_\_\_\_ (the "Company")

WHEREAS, the Board of Directors of the Company (the "Board") has reviewed and approved the Preferred Bank Acceptance of Treasury Management Services, pursuant to which the Company agrees to be bound by the Preferred Bank Master Treasury Management Services Agreement, together with each applicable Service Description, including any Supporting Documents, corresponding exhibits, schedules or attachments to the same, which apply to the services designated by Company in the Acceptance (collectively referred to herein as the "Acceptance") to be entered into by and between the Company and Preferred Bank ("Bank");

WHEREAS, defined terms in this document shall have the meaning provided in the Acceptance, unless otherwise provided herein; and

WHEREAS, the Board has determined that it is in the best interests of the Company to enter into the Acceptance in connection with the Services and subject to the terms and conditions of the Acceptance, as amended from time to time.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board finds that it is in the best interest of the Company to enter into the Acceptance, as amended from time to time;
2. The Board authorizes and appoints each of the officers of the Company and any authorized signer on the Accounts, acting individually or together, to execute and deliver the Acceptance;
3. Any one or more of the foregoing persons are authorized to negotiate terms and conditions of the Acceptance, amendments or supplements to the Acceptance, and to enter into such other agreements, supplements and amendments as they individually or jointly determine to be appropriate, including amendments or supplements; and
4. The authority given above will continue, and the Bank may rely on the actions of any person referred to above, until such time as the Bank is given formal written notice of the revocation of such authority and the Bank has an opportunity to respond to the same. All acts and deeds taken by any person referred to above shall be deemed the act and deed of the Company for all purposes relating to the Acceptance and to all services described in the Acceptance or provided by the Bank to the Company under the Acceptance.

I, the undersigned, certify that I am the Secretary of the Board of Directors of the Company and that the foregoing is a true and complete copy of Resolutions duly adopted by the Board on \_\_\_\_\_ [insert date of passage of Resolution] either: (a) at a meeting duly called and held, at which a quorum was present and acting throughout, or (b) pursuant to authorized action by unanimous written consent; and further that the above has not been amended, modified, or repealed.

I certify under penalty of perjury under the laws of the state of California that the foregoing is true and correct, of my own personal knowledge.

DATE: \_\_\_\_\_

**Secretary:** \_\_\_\_\_

Print Name: \_\_\_\_\_

**PREFERRED BANK  
NON-CORPORATE RESOLUTIONS FOR**

**ACCEPTANCE OF TREASURY MANAGEMENT SERVICES**

Resolutions of \_\_\_\_\_ (the "Company")

WHEREAS, the undersigned am/are the individual owner of the sole proprietorship, or all the general partners, or all the members (if management is by members), or all the managers (if management is by the managers) or all the representatives of the governing body of the Company, and designated keeper of the records and minutes of the Company identified above (the "Undersigned");

WHEREAS, the following is a true and correct copy of Resolutions duly adopted by the partners (if a partnership), members/managers (if a limited liability company), proprietor (if a sole proprietorship) or other governing authority of the Company at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at which a quorum was present and acting throughout, or adopted by the written consent of a majority of those entitled or required to act to bind the Company, and that such Resolutions are in full force and effect and have not been amended, modified or repealed;

WHEREAS, the Undersigned has/have reviewed and approved the Preferred Bank Acceptance of Treasury Management Services, pursuant to which the Company agrees to be bound by the Preferred Bank Master Treasury Management Services Agreement, together with each applicable Service Description, including any Supporting Documents, corresponding exhibits, schedules or attachments to the same, which apply to the services designated by Company in the Acceptance (collectively referred to herein as the "Acceptance") to be entered into by and between the Company and Preferred Bank ("Bank");

WHEREAS, defined terms in this document shall have the meaning provided in the Acceptance, unless otherwise provided herein; and

WHEREAS, the Undersigned has determined that it is in the best interests of the Company to enter into the Acceptance in connection with the Services and subject to the terms and conditions of the Acceptance, as amended from time to time.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Company finds that it is in the best interest of the Company to enter into the Acceptance, as amended from time to time;
2. The Company authorizes and appoints each of the officers of the Company and any authorized signer on the Accounts, acting individually or together, to execute and deliver the Acceptance;
3. Any one or more of the foregoing persons are authorized to negotiate terms and conditions of the Acceptance, amendments or supplements to the Acceptance, and to enter into such other agreements, supplements and amendments as they individually or jointly determine to be appropriate, including amendments or supplements; and
4. The authority given above will continue, and the Bank may rely on the actions of any person referred to above, until such time as the Bank is given formal written notice of the revocation of such authority and the Bank has an opportunity to respond to the same. All acts and deeds taken by any person referred to above shall be deemed the act and deed of the Company for all purposes relating to the Acceptance and to all services described in the Acceptance or provided by the Bank to the Company under the Acceptance.

I certify under penalty of perjury under the laws of the state of California that the foregoing is true and correct, of my own personal knowledge.

**DATE:** \_\_\_\_\_

**/s/** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

DATE: \_\_\_\_\_

/x/ \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

DATE: \_\_\_\_\_

/x/ \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_