



Cash Management Services Resolutions
for

_____ (“Company”)

I/we, the undersigned (“Undersigned”), hereby certify to Heritage Bank of Commerce (“Bank”) that the undersigned am/are the individual owner of the sole proprietorship, or the secretary or assistant secretary of the corporation, 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;

WHEREAS, the following is a true and correct copy of Company Resolutions duly adopted by the Board of Directors (if a corporation), 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bind the Company, and that such Company Resolutions are in full force and effect and have not been amended, modified or repealed;

WHEREAS, the Company has reviewed and approved the Heritage Bank of Commerce Cash Management Services Agreement and Disclosure, together with the Enrollment Form and any supporting documents, corresponding exhibits, schedules or attachments to the same (collectively, the “Agreement”), to be entered into by and between the Company and Heritage Bank of Commerce (“Bank”);

WHEREAS, defined terms herein will have the meaning provided in the Agreement, unless otherwise defined in these Resolutions; and

WHEREAS, the Company has determined that it is in the best interests of the Company to enter into the Agreement in connection with the services contemplated under the Agreement (“Cash Management Services”) and subject to the terms and conditions of the Agreement, 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 Agreement, as amended from time to time.
2. The Company appoints all Authorized Users (as identified in the Enrollment Form) as agents of the Company for purposes of access to or use of the Cash Management Services and to initiate Communications to Heritage Bank of Commerce in the name of Company, all such acts and deeds to be the acts and deeds of Company;
3. The Company understands and accepts the additional risks associated with the Company designating an Administrator Level User (“Supervisor”) with the authority to enable an Authorized User (and including any Additional Supervisor(s)) to utilize the Cash Management Services, even though the Authorized User may not be an authorized signer on the Company’s accounts. Such risks include, without limitation, the theft or misappropriation of the Company’s funds or other losses;
4. The Company understands and accepts the additional risk resulting from the Company’s acceptance of the Agreement, including but not limited to the fact that Heritage Bank of Commerce will not control or restrict any transaction effected by any of the Authorized Users;
5. The Company authorizes and appoints each of the officers of the Company and any authorized signer on the deposit accounts of the Company, acting individually or together, to execute and deliver the Agreement. Any one or more of the foregoing persons are authorized to negotiate and accept terms and conditions of the Agreement, including current or future amendments or supplements to the Agreement, and to enter into such other agreements, supplements and amendments as they individually or jointly determine to be appropriate, including amendments or supplements;

- 6. To the extent these Resolutions are inconsistent with prior resolutions of the Company with respect to the authority granted herein, these Resolutions will supersede the prior resolutions; and
- 7. 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 Agreement and to all services described in the Agreement or provided by the Bank to the Company under the Agreement.

The Undersigned hereby certifies under penalty of perjury under the laws of the state of California that the forgoing resolutions were duly and legally adopted by the governing body of the Company and that said Resolutions have not been revoked and are currently in full force and effect:

Date: _____

/x/ _____

Title: _____

Print Name: _____

DATE: _____

/x/ _____

Title: _____

Print Name: _____

DATE: _____

/x/ _____

Title: _____

Print Name: _____

FOR FINANCIAL INSTITUTION USE ONLY

Acknowledged and received on _____ (date) by _____ (initials)

This resolution is superseded by resolution dated _____

Comments: