

### **COMPANY INFORMATION** Company TIN: Company Name: Company Phone: Company Email: Primary Account: **ADMINISTRATOR INFORMATION** SSN: Name: **Email Address: Primary Mobile Phone** Number: Requested Username: Must be at least 8 characters long Must include at least 1 letter and 1 number May only include valid characters: @ #\$^-\_ +% (We will attempt to setup your online account with this username. If there are any issues with the requested username, an associate will reach out to you within 3 business days.) **ACH Payroll Service** This service allows the Company to create payroll deposits directly to its employees' accounts through ACH direct deposit. The service is \$9.95 per month. Would you like setup ACH Payroll? No Yes

# Checking Account: (This account will be used for

(This account will be used for your payroll debits and the \$9.95 monthly service fee.)

If you select No today, the business owner or Administrator will have the opportunity to request the ACH Payroll service at any time in the future.

#### **RESOLUTION AND AGREEMENT**

Hancock Whitney Bank offers its Mobile and Online Banking Services according to: (i) the Mobile and Online Banking Agreement provided to you or otherwise available to you on our website at hancockwhitney.com; and ii) the other terms and conditions contained within this Resolution and Agreement.

All references to Hancock Whitney in this Resolution and Agreement refer to Hancock Whitney Bank, a Mississippi banking corporation.

To the extent that the Company is a sole proprietorship, all references to the "Company" shall refer to and mean the sole proprietor, in his or her individual business capacity.

#### **Resolved**, by each of the undersigned:

(a) I hereby appoint the Administrator and vest him or her with the authority to: (i) enroll the Company in the Mobile and Online Banking Services as described in the Mobile and Online Banking Agreement (the "Agreement") and listed in Schedule 1 to this



Resolution and Agreement; and (ii) enroll the Company in such other Mobile and Online Banking Services that Hancock Whitney may offer from time to time hereafter,

(collectively, the "Mobile and Online Banking Services" or sometimes the "Services");

- (b) I hereby vest the Administrator with the authority to electronically accept and agree to the Agreement, any modifications, amendments or supplements to the Agreement and any replacements thereof (which collectively shall become part of and referred to herein as the "Mobile and Online Banking Agreement" or the "Agreement") on the Company's behalf and as its act and deed;
- (c) I hereby vest the Administrator with the authority to: (i) access any or all Company Accounts and any Linked Accounts, (collectively, the "Eligible Accounts"); (ii) to engage in transactions within such accounts or otherwise using the Mobile and Online Banking Services; (iii) remove or appoint one or more Sub-Users; and (iv) establish the extent of each Sub-User's authority to access the Eligible Accounts and authority to engage in transactions within such Eligible Accounts using the Mobile and Online Banking Services or revoke such authority.

Further Resolved and Agreed, that this Resolution and Agreement, the Mobile and Online Banking Agreement, and all other notices, disclosures, documents and other information received, presented, delivered, executed, or otherwise utilized by the Administrator and each of the Sub-Users (the "Authorized Individuals") in furtherance of these resolutions, or in furtherance of transactions contemplated hereunder, may be in the form of electronic records and/or executed utilizing electronic signatures. There is no provision in any organizational document of the Company that prohibits or limits the use of electronic records

and signatures by such Authorized Individuals. Hancock Whitney may rely upon any electronic record or other document that appears to be executed using an electronic signature, regardless of the appearance or form of such electronic signature. Such electronic signature will be deemed the signature of the identified signer and will be deemed the signature of an Authorized Individual, as applicable, if the identified signer is an Authorized Individual. Hancock Whitney is also authorized to rely upon any electronic record or other document provided by Company reflecting that an electronic record was executed by the identified signer using an electronic signature and providing any other information concerning the signing process. As used in these resolutions, the terms "electronic record" and "electronic signature" shall have the meanings assigned to them by 15 U.S.C. 7006(4) and (5), respectively, of the Electronic Signatures and Records in Commerce Act (ESIGN Act).

Further Resolved and Agreed, that Hancock Whitney may rely upon the email addresses and telephone numbers provided by the Company or other email addresses and telephone numbers provided to Hancock Whitney by any authorized person (including but not limited to successor and additional Authorized Individuals) for obtaining, authenticating, verifying, and/or validating electronic signatures (each such email address or telephone number an "Authorized Electronic Address"). Hancock Whitney is further authorized by the Company to rely upon any electronic record or other document that appears to be sent by an Authorized Individual using an Authorized Electronic Address. Any electronic record or other document sent to such Authorized Electronic Address will be deemed received by the associated Authorized Individual, in the absence of actual notice to Hancock Whitney of non-delivery. Any electronic record or other document received from such Authorized Electronic Address will be deemed sent by the associated Authorized Individual. Each Authorized Individual is also authorized to enter into additional agreements concerning the



use of electronic records and signatures on any terms as may be agreed upon between the Company and Hancock Whitney.

Agreed, that the Administrator's authority will continue in full force and effect until the Company provides Hancock Whitney with written notice to the contrary, in the manner required under the Agreement, and until Hancock Whitney has a reasonable period of time following receipt of such notice to act upon it.

**Agreed**, that each Sub-User's authority granted by the Administrator will continue in full force and effect until the Administrator revokes all or part of such authority by properly using the Mobile and Online Banking Services.

Agreed, that the Company has the means to monitor the Administrator and each Sub-User's use of the Mobile and Online Banking Services and obtain such other information about these persons to enable the Company to determine the continuing suitability of such persons to: (i) serve as the Company's Administrator and/or Sub-Users and (ii) properly exercise their authority on the Company's behalf.

#### **CERTIFICATION**

Each of the undersigned certifies that either: (i) he/she signs this Mobile and Online Banking Resolution and Agreement as his/her own personal lawful act and deed; or (ii) he/ she is authorized to sign the Resolution and Agreement in his/her representative capacity on behalf of the Company as its lawful act and deed.

Each of the undersigned further certify that the Resolution and Agreement is a true and correct copy of resolutions and agreements adopted by the Company as required by applicable law or its governing documents and the Resolution and Agreement appears in the Company's official governing documents and has not been rescinded or modified.

And each of the undersigned understands and

Agreed, that any and all actions or transactions undertaken or originated by the Administrator and Sub-Users (to the extent of their authority as assigned by the Administrator) on an Eligible or Linked Account, including those that the Company did not want or intend, are transactions that are deemed authorized by the Company and the Company and not Hancock Whitney is responsible for those transactions.

Agreed, to the extent allowed by law, the Company hereby agrees to indemnify Hancock Whitney against and hold Hancock Whitney from any claim, damage, cost or expense that the Company incurs arising out of or related to the misuse of the Mobile and Online Banking Services by the Administrator or any Sub-User.

Agreed, in matters relating to the Mobile and Online Banking Services, any conflict or inconsistency between this Resolution and Agreement and any other resolution provided to Hancock Whitney by the Company, this Resolution and Agreement shallcontrol.

agrees that Hancock Whitney will rely upon this certification in establishing the Mobile and Online Banking Services for the Company as stated herein.

By signing below, each of the undersigned agree that: (i) this Resolution and Agreement may be presented, delivered and/or executed in as many counterparts as necessary or convenient, including both counterparts that are executed in paper and counterparts that electronic records and executed electronically, and each executed counterpart shall be deemed an original; and (ii) all such counterparts shall constitute one and the same document. And for the avoidance for doubt the Company agrees that this Resolution Agreement and executed



electronically will be just as legally effective as if signed on paper using a handwritten signature.

As either a sole proprietor or as the authorized representative of the Company		
Printed Name	_	
Signature	Date	
Printed Name	_	
Signature	Date	
Printed Name	_	
Signature	Date	

#### Instructions

1: Submit this form by:

Take completed form to a nearby financial center Fax - 228-284-6433
Mail to:

Hancock Whitney Bank Attn: Client Solutions P.O. Box 4019 Gulfport, MS 39502

2: Your request will be processed when received. You will receive an email to complete your enrollment within 3 business days. If we cannot complete the request or need additional information, we will contact you.

For assistance, please call us at 866-953-9086.

#### Schedule 1 – Mobile and Online Banking Services

A more complete listing of the Mobile and Online Banking Services and the related terms and conditions can be found at <a href="https://www.hancockwhitney.com/mobile-online-banking-agreement">https://www.hancockwhitney.com/mobile-online-banking-agreement</a>.

	Service	Description
--	---------	-------------



Account Information, Alerts and Notifications	<ul> <li>obtain information, including notification and alerts, to stay up to date on the status of your Accounts, balances and banking activity within such Accounts;</li> <li>download transactions for use with certain PFM software such as Quicken or Quickbooks.</li> </ul>
- ( )	
Transfers Within Hancock Whitney	<ul> <li>move funds between your Accounts as transfers, payments or advances on either a one-time or recurring basis.</li> </ul>
Transfers Outside Hancock Whitney	<ul> <li>move funds between your Hancock Whitney checking and savings Accounts to your accounts at other US financial institutions and vice-versa.</li> </ul>
Bill Pay	make one-time or recurring payments online from an Account to companies or persons that you select.
e-Bills	arrange with us to receive certain bills electronically from participating Payees and pay these bills using Bill Pay.
ACH Payroll and External Transfers	initiate ACH credit entries for Direct Deposit Payroll and External Transfers from Business Accounts.
Linked Accounts	link business or personal accounts to the Services.
Mobile Banking	<ul> <li>use the Mobile App on your Mobile Device to access and use certain of the Mobile and Online Banking Services as described in the Agreement.</li> </ul>
Mobile Check Deposit	<ul> <li>capture images of certain paper items such as checks and transmit images of those items along with other data to us electronically for deposit into eligible accounts.</li> </ul>
Online Statements	<ul> <li>replace your mailed, paper statement for certain Accounts with an electronic PDF version that you can view, save to your computer or print at your convenience.</li> </ul>