



SYNOVUS[®]

Treasury Management Services Master Services Agreement

TABLE OF CONTENTS

	Page
Master Services Agreement.....	1
Synovus Gateway SM Services Addendum	8
Positive Pay and Account Reconciliation Services Addendum	9
ACH Origination Addendum.....	11
Bill Payment Services Addendum	17
Web Image Services Addendum.....	20
Accelerate AR Addendum.....	21
Accelerate AR Biller/AR Aggregator Services Addendum.....	22
Accelerate AR eLockbox Services Addendum.....	24
Accelerate AR Match (Payment Reassociation & Invoice Matching) Addendum.....	25
Check Image Deposit Addendum.....	26
Controlled Disbursement Services Addendum	30
Daily Sweep Service Addendum	31
Deposit Escrow Subaccounting Services Addendum	32
Electronic Data Interchange Services Addendum	32
Enhanced Imaging Services Addendum	33
Foreign Exchange Services Addendum	33
HOA Payment Processing Services Addendum.....	38
Information Reporting Services Addendum	39
Lockbox Addendum	40
Synovus Gateway Mobile Banking Services Addendum.	42
NetImage Services Addendum	47
Premium Yield/Line of Credit Sweep Addendum.....	47
Remittance Processing/Lockbox HIPAA Addendum	48
Remote Deposit Capture Addendum	51
Synovus Remote Vault Deposit Services Addendum	55
SWIFT Messaging Services Addendum.....	56
Synovus Integrated Healthcare Solutions Addendum.....	58
Virtual Account SubAccounting (VASA) Services Addendum.....	60
Wire Transfer Services Addendum	61
Zero Balance Accounts Service Addendum	69

**Synovus® Treasury Management Services
Master Services Agreement**

- 1. The Treasury Management Services.** This Treasury Management Services Master Services Agreement (this “**Agreement**”) sets forth the general terms and conditions applicable to all of the Treasury Management Services (the “**Service**” or the “**Services**”) described in each addendum to this Agreement selected in the Enrollment Form, provided in the Terms and Conditions Booklet, and as may be entered into by and between Synovus Bank and you, the company entering into this Agreement with Bank, from time to time (each along with any Schedules or Exhibits thereto, a “**Service Addendum**,” two or more, the “**Service Addenda**”). Upon initial enrollment in any of the Services, you will complete an Enrollment Form on which you will select the Services you wish to receive. By selecting a Service on the Enrollment Form or by using any of the Services, you agree to and become bound by this Agreement including each applicable Service Addendum. The person signing this Agreement represents and warrants to us that the individual has the authority from you to execute this Agreement on your behalf. The Enrollment Form is made part of this Agreement by this reference. If a discrepancy or inconsistency is determined to exist between the terms of this Agreement and the terms of any Services Addendum, then the Service Addendum shall control with respect to the terms of the Services provided through that Services Addendum, but only to the extent necessary to resolve the discrepancy or inconsistency. A Service Addendum shall be effective as of the earlier date of when you first use the Service, the Enrollment Form is signed by Bank if attached hereto, or as otherwise expressly provided in the Service Addendum. Notwithstanding the foregoing, certain Services may require implementation or other set-up and will not be immediately available; your Bank Representative will inform you when such Services are available for your use. Certain Services may be accessible through one or more web sites operated by us or our service provider for this purpose (the “**Web Site**”), including Synovus GatewaySM, our online banking portal. The Synovus Gateway Services Addendum applies to any use of Synovus GatewaySM including use of Synovus Gateway to access other Services under this Agreement.
- 2. Your Agreement to Services.** You must agree to the terms of this Agreement and the terms of each Service Addendum to obtain each Service. Depending on your circumstances and our procedures at the time, you will provide your agreement by signing appropriate documents in hard copy (including with faxed or scanned signatures), using the DocuSign® electronic signature service (or other electronic signature service we designate) at the link we will provide to you or by agreeing through Synovus GatewaySM. You agree that your electronic signature through this service is binding upon you. You understand and agree that the Services are subject to credit approval, and you are only entitled to use those of the Services approved by us from time to time (in our sole discretion). Access to Services may require separate enrollments or agreements with us or third-party service providers, and fees shall be charged for each Service. Use of the Services is also subject to the procedures provided to you online or otherwise (the “**Service Procedures**”), and subject to the provision of specific information required by Bank from time to time to process the Service. You agree that Services will be used only for valid commercial purposes in the ordinary course of your business and not for personal, family, or household purposes or for any person or entity other than you. The terms and conditions of your respective Deposit Account and Loan agreements with us will also govern your respective Deposit Account and Loan relationships with us.
- 3. Definitions.** As used in this Agreement or in the Service Addendum for any Service, “**Enrollment Form**” means the Synovus Treasury Management Services Enrollment Form upon which you have selected, or Bank has completed or update on your behalf, the Services and Service features and designated various Accounts and Authorized Users you have requested; “**Account**” and/or “**Accounts**” means (a) your commercial demand deposit accounts (including your commercial checking accounts) and such other of your commercial deposit accounts designated by you to be accessed using the Services (collectively, “**Deposit Accounts**”), and (b) your commercial loan accounts with us (“**Loans**”); “**Payment Account**” means the commercial demand Deposit Account you designate at Bank from which we may deduct monthly fees for the Services; “**you**,” “**your**,” “**your company**” or “**Customer**” refer to the customer entering into this Agreement with Bank; “**Administrator**” means the individual designated by you in the Master Services Agreement section of the Enrollment Form, by providing written notice to us in a form acceptable to us, or within a specific Service. “**Authorized Representative**” means each individual designated by you as your agent in the Enrollment Form, or as otherwise permitted by Bank in connection with this Agreement; “**Authorized User**” means each individual authorized by you to obtain, access, use, or communicate with us or act on your behalf in connection with the Services, including, without limitation, any agent designated by an Authorized Representative; “**Authorized Officer**,” “**Authorized Partner**,” and “**Authorized Member**” are defined in the certificate of authority or certified resolutions for this Agreement and “**Authorized Officer/Member/Partner**” means any one of them; and “**Bank Representative**” means the individual who we may designate from time to time. “**Terms and Conditions Booklet**” refers to the Treasury Management Services Agreement Terms and Conditions Booklet containing the agreement between you and us for Services; “**we**,” “**us**,” “**our**” or “**Bank**” refer to Synovus Bank including any trade name under which it operates, and any agent, independent contractor, designee, or assignee Bank may, in its sole and absolute discretion, involve in the provision of the Services.
- 4. Security Procedures and Client Administration.**

 - a. If a Service is accessible through the Synovus Gateway, you will be required to use Credentials to obtain access to each Service. “**Credentials**” are user login credentials. Depending on the Services, Credentials may include, without limitation, passwords, user ids, tokens, or other means of authentication, or any combination of the foregoing. You authorize us to follow any instructions you or anyone else enters through any Service using your Credentials. Because your Credentials can be used to access money from and information about your Accounts, you should treat your Credentials with the same degree of care and secrecy that you use to protect your automated teller machine card, personal identification number or other sensitive personal financial data. You agree not to give your Credentials, or make them available, to any person not authorized to access your Accounts, and you agree that we may conclusively presume that if your Credentials are used, such use is by you, including, without limitation, any of your Authorized Representatives or Authorized Users. You also agree to be solely responsible for and to release the Bank and hold the Bank harmless from and against any liability arising from or related to any unauthorized use of your Credentials.

- b. Your designated Administrator shall have the authority to monitor access to Services, grant access to Services, and provide authority to other persons, including, without limitation, Authorized Representatives and Authorized Users, to use your Credentials for any purpose and in any manner, and may assign such person specific functions and delegate specific permissions to them, all as provided or allowed within any Service. Certain Services require you to designate one or more specific Authorized Representatives for the Service, and you agree that any one of such Authorized Representatives may designate Authorized Users for each Service, all as provided onscreen and in any Service Procedures. This function allows you to centralize and monitor access to Services and Accounts. If you authorize other persons, including, without limitation, Authorized Users, to use your Credentials for any purpose or in any manner, your authorization shall be considered unlimited in scope, amount and manner (except to the extent limited to specific functions or permissions through the Service) and (to the extent permitted by applicable law) shall extend to such persons' designees, until you have notified us in writing that you have revoked the authorization and changed your Credentials, and you are responsible for any transactions made by such persons or their designees until we have received your notice and had a reasonable opportunity to act upon the change of your Credentials. Certain Services permit you to audit Authorized User activity, and you agree that such audit reports are intended only as one means of monitoring such activity and that you are solely responsible for any and all monitoring. Not in limitation of the foregoing, you agree that we have no responsibility to monitor transactions, activities, or inquiries of you and of your Authorized Representatives, Authorized Users, or their designees.
 - c. Additional security procedures, products, services, hardware, and/or software requirements (collectively, "Additional Security Requirements") may apply to each Service, and will be provided to you with or pursuant to the applicable Service Addendum. In the event we recommend an Additional Security Requirement and you refuse to implement such Additional Security Requirement, you acknowledge that your Account may be at increased risk of fraud. Under such circumstances, you are required to acknowledge such refusal to implement the Additional Security Requirement in writing and, to the maximum extent permitted by law, Bank will not be liable for any fraudulent transfers from your Account that comply with the initial Security Procedure
 - d. You agree that use of the Credentials constitutes a "commercially reasonable" Security Procedure for the verification of the authenticity of transactions initiated through the Service based on your business use of the Service, including, without limitation, the type, value, and frequency of the transactions. There are no security procedures intended to detect erroneous transactions. You agree that any instructions made using your Credentials will be conclusively deemed authentic and authorize us and our service provider to rely and act upon any transaction or inquiry initiated through the Service using your Credentials and agree to be responsible for any such transaction or inquiry that is processed in good faith.
5. **Transmission.** You, Bank or Service Provider may transmit data using File Transfer Protocol (FTP). FTP is a standard network protocol and is used to transfer files over a network. FTP uses separate controls and data connections between you and the server. Approved transmission methods, set-up, and procedures will be provided by Bank or service provider.
6. **Operating Environment.**
- a. To use any Service provided through a Web Site, you must have the following: (i) a personal computer; (ii) the operating systems in the versions listed on the Web Site or in the Service Addendum or Service Procedures; (iii) a secure (encrypted) web browser (in the versions listed on the Web Site or in the Service Addendum or Service Procedures); and (iv) Internet access through an Internet Service Provider (ISP). You agree to provide reasonable protection against computer intrusions and data exfiltration, including, without limitation, firewalls, current and regularly updated malware protection services (such as anti-virus and anti-spyware defense and regular scanning) and prompt implementation of security-relevant software upgrades (such as patches, service-packs and hot fixes). Bank may change these requirements from time to time by posting any change on the Web Site or other notice to you.
 - b. Except as provided herein, we are not responsible for any loss, damage or injury whatsoever resulting from:
 - 1) An interruption in your electrical power or telephone or Internet service;
 - 2) The disconnecting of your telephone line by your local telephone company or deficiencies in line quality;
 - 3) The disconnecting of your electrical service by the provider of electrical power to you;
 - 4) Any defect or malfunction of your computer, modem, or system, or any equipment or other devices utilized in connection with initiating a payment or transfer, or telephone line or Internet access; or
 - 5) Any malicious software or code, computer virus or worm or other disabling procedure, whether present on your computer, network, system or equipment, or on ours.

We are not responsible for any services relating to your computer other than those, if any, specified in this Agreement.

7. **Statements.** All of your payments and funds transfers made through the Services will be described in your periodic statements for your Payment Account. You agree that no other notice is required with respect to transactions made through the Service.
8. **Account Reconciliation.**
- a. You must examine the periodic statement for each Deposit Account with "reasonable promptness." You agree that the time to examine the statement and report to us will depend on the circumstances, but that such time will not, in any circumstance, exceed a total of fifteen (15) calendar days from the date that the statement is first made available to you.

- b. If you discover (or reasonably should have discovered) any unauthorized payments or alterations, you must promptly notify us of the relevant facts. You must furnish the following information to us: (i) your name and Account number; (ii) a description of the error or transfer, and a complete explanation of the error, or request for more information; (iii) the dollar amount of the suspected error; and (iv) any other information required by us. If you contact us by telephone, we may require that you send the complaint or question in the form of a paper writing by postal mail or fax within ten (10) Business Days.
- c. If you fail to perform any of these duties, you will have to either share the loss with us, or bear the loss entirely (depending on whether we exercised ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items, transfers, or payments on the statement but other items forged or altered or unauthorized transfers or payments made by the same wrongdoer. If you do not report to us as provided in subsection (a) or (b) above, you agree that you will be liable for the full amount of the item, transfer, or payment and we will not be responsible for the payment of any interest to you. You further agree that if you fail to report any unauthorized signature, alteration, forgery, transfer or payment or any other error in any Account within thirty (30) days of when we make the statement available, you cannot assert a claim against us on any item, transfer, payment or other error in that statement, and the loss will be entirely yours. This 30-day limitation is without regard to whether we exercised ordinary care. In that event, you will be liable for the full amount of the item, transfer, or payment and we will not be responsible for the payment of any interest to you. This limitation is in addition to those contained elsewhere in this Agreement, any Service Addendum, and under applicable law.

9. Payment for Service.

- a. In accordance with each Schedule of Fees and Charges that is applicable to this Agreement and/or each Service Addendum or otherwise in connection with the Services (collectively, the "**Fee Schedule**"), we will charge fees for the Services and any other fees related thereto to your Payment Account each month. You authorize us to charge your Payment Account in order to obtain payment for the Services through account analysis, compensating balances, or by direct debit of the Payment Account, or by a combination of the preceding, but debiting the Payment Account is not our exclusive remedy. Not in limitation of the foregoing, you authorize us to debit any other Account or account or to set off against any amounts we may owe you to obtain payment if there are not sufficient funds in the Payment Account. We will notify you of any debit made under this paragraph either by separate written notice or as part of our periodic statement of the account for the period in which the payment amount was debited. The Payment Account is designated in the section of the Enrollment Form for the appropriate designated Service.
- b. Bank's failure to assess any charges or to assess charges in any specific amount does not waive Bank's right to increase or decrease the amount of charges later. Fees are reviewed periodically and are subject to change. We will notify you of any fee changes, as provided in this Agreement or the applicable Service Addendum.
- c. Customer authorizes Bank to deduct any charges or fees from Customer's Payment Account as they become due, even if such deduction causes an overdraft in the Account. Should Customer fail or refuse to pay any charges under this Agreement or any Service Addendum, Customer agrees to pay all collection costs (including reasonable attorney's fees) which may be incurred by Bank. Bank shall have the right to increase or decrease charges imposed for the Services and will notify Customer of the changes, to the extent required by law. Customer's use of any of the Services after changes have been made shall constitute Customer's agreement to the same.
- d. Customer shall be responsible for and agrees to pay all sales and other taxes imposed by any governmental authority, including without limitation any sales, use, and other taxes associated with the Services hereunder, except income taxes of Bank, including all applicable excise, property, value-added, sales or use, or similar taxes, any withholding taxes, customs, import, export, or other duties, levies, tariffs, taxes, or other similar charges.

10. Business Days. Our Business Days are Monday through Friday, excluding Federal Reserve and applicable state banking holidays.

11. Availability of Services. We use commercially reasonable efforts to make each of the Services accessible through a Web Site operated by us available 24 hours a day, seven days a week, except during maintenance periods and during periods when access to the Services is temporarily interrupted because of third party provider outages or issues, power outages, equipment and/or software malfunctions, or other failures. Other Services will be available during our operating hours for each Business Day. Access to each Service also may be governed by the applicable Services Addendum. We will not be liable under this Agreement for failure to provide access. Subject to applicable law, we reserve the right to modify, suspend, or terminate access to all or any part of the Services at any time and for any reason without notice or refund of previously incurred fees. We will attempt to notify you in the event of any technical difficulties or other occurrence that may impede access to the Services for a prolonged period.

12. Your Liability for Unauthorized Transfers Made Using the Services. You acknowledge and agree that the Electronic Funds Transfer Act and its provisions limiting consumer liability do not apply to your Payment Account or other Accounts. Further, you agree, we shall have no liability of any nature whatsoever to you or any other party resulting from any transactions involving your Accounts using the Services, and you hereby release us from any such liability to you and agree to indemnify and hold us harmless from and against any such liability to any third party. To the fullest extent permitted by applicable law, you agree to be responsible for all unauthorized or erroneous payment orders or other instructions or communications initiated through the Services. Your liability for unauthorized or erroneous items is also governed by your Account agreement with us.

13. Your Notice to Us of Unauthorized Transfers, Errors and Questions. If you believe that someone has transferred or may transfer money from your Account without your permission or in case of errors or questions about your electronic transfers, you should telephone your Bank Representative immediately.

14. Financial, Account, and Other Information; Consent to Disclosure.

- a. Upon our request from time to time, you agree to promptly furnish all financial and other information to us, as we deem necessary or appropriate, in our sole discretion, for the provision of the Services, review of the Accounts, or the performance of our responsibilities or the exercise of our rights under this Agreement. Not in limitation of the foregoing, you agree to furnish Bank with financial statements that at all times reflect your three most recent fiscal years. Unless waived by Bank or heretofore furnished by you, such statements for the three (3) fiscal years ending next prior to the date hereof shall be furnished for Bank's consideration before any transfer is initiated by you under any Service Addendum. Statements for each subsequent fiscal year ending after the date hereof shall be furnished to Bank within ninety (90) days after the close of such fiscal year. Statements for each fiscal year shall fairly present in all material respects your financial condition at the close of such fiscal year in conformity with generally accepted accounting principles, and, if required by Bank, shall be prepared by independent certified public accountants acceptable to Bank.
- b. We will take reasonable precautions to maintain the confidentiality and security of your private Account information; provided, however, that *you specifically consent to the disclosure of such information or any other information about you in connection with the performance of the Services, the enforcement of any of our rights or exercise of any of our remedies hereunder, in compliance with our security programs, or as otherwise permitted or required by applicable law, legal process or by any regulatory or supervisory agency to which we may be subject.* You acknowledge that if any third party performs any part of or provides access to the Service or the Web Site(s), we will not be liable for any disclosure by any such third-party servicer, agent, independent contractor or other entities.

15. Our Intellectual Property; Confidential Information.

- a. You acknowledge that the Security Procedures and all of our computer programs, data bases, manuals, files, documents and other records, copyrighted materials, trademarks, tradenames, service marks, logos and intellectual property relating to the Services, our business operations, or our former, current or prospective customers, are and will continue to be our sole and exclusive property or the property of our servicers, agents or independent contractors, and you do not and will not claim any interest in them, or act in any way inconsistent with our rights in them and will return them to us promptly upon termination of this Agreement, the applicable Service, or earlier upon our request.
- b. **"Confidential Information"** means trade secrets, confidential and proprietary methods, techniques, processes, applications, approaches and other information in various forms, including, without limitation, software, customer and/or membership lists, forms, procedures, manuals and other documents and records, which information is used or useful in the conduct of each Bank's business. You acknowledge that, as a result of your use of the Service, you will learn or will have access to Confidential Information of Bank and further acknowledge that: (i) although all or any part of such Confidential Information may be obtainable from other sources, it could only be obtained or developed at great expense over a long period of time and all such Confidential Information is therefore an extremely valuable and important business asset in Bank's business; and (ii) the Confidential Information is the exclusive property of Bank. Except as otherwise expressly contemplated by this Agreement, you shall not, at any time either during or after the term of this Agreement, regardless of how this Agreement is terminated, directly or indirectly, use, disclose, publish, transfer, reveal, disseminate, or otherwise publicize or make available, the Confidential Information which you learn, or to which you have had access or which has been revealed to you during the term of this Agreement. The parties agree that the restrictive covenants contained in this Section are reasonable and necessary to protect Bank's legitimate interests and that any losses arising from a party's breach thereof cannot reasonably and adequately be compensated by monetary damages and will cause Bank to suffer irreparable harm. Accordingly, upon your failure to comply with the restrictive covenants contained in this Section, the Bank will be entitled to seek injunctive or other extraordinary relief. Upon the termination of this Agreement, or upon written demand, whichever shall first occur, you shall promptly return to the Bank all Confidential Information in your possession or control.

16. Authorization to Obtain Information. You agree that we may obtain and review your credit report from an authorized credit bureau and that we may obtain information from your payees regarding your payments and the payee accounts to be credited in order to facilitate proper handling and crediting of your payments.

17. Termination. You may terminate your use of any one or all of the Services at any time by calling your Bank Representative. You must notify us at least ten (10) Business Days prior to the date on which you wish to have your Services terminated. We may require that you confirm your request in writing. Unless provided otherwise in the relevant Service Addendum, you may terminate your use of any one of the Services as provided herein. We will charge you fees for the month in which your termination is effective in accordance with this Agreement unless (a) you terminate the Service between the first (1st) and the fourteenth (14th) day of the month, and (b) during such time, no transactions involving any of the Accounts have occurred. We may suspend or terminate your use of all or any of the Services, at any time without prior notice. Your access to all or any of the Services will be terminated automatically if your Payment Account or other Account designated by you for use in connection with any of the Services is closed, or access to any Account is restricted for any reason. Termination will terminate only your access to the Services and will not affect your liability or obligations under this Agreement for transactions we have processed or that are in process on your behalf prior to such termination or any other obligations, which, by their nature, survive termination. Termination

of any Service Addendum terminates only your access to the relevant Service, but termination of this Agreement will result in immediate termination of all Service Addenda.

18. **DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, WHETHER EXPRESS OR IMPLIED, REGARDING THE SERVICES, THE WEB SITES, OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY SERVICE ADDENDUM), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS, OR FREEDOM FROM INFRINGEMENT OR MALICIOUS SOFTWARE OR CODE, COMPUTER VIRUS OR WORM, OR OTHER DISABLING ROUTINE, AND WE HEREBY DISCLAIM ALL SUCH WARRANTIES. *Not in limitation of the foregoing, we do not warrant that the Services or the Web Sites will operate without errors, or that any or all of the Services or Web Sites will be available and operational at all times.*
19. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY REQUIRED BY THIS AGREEMENT OR APPLICABLE LAW, WE WILL NOT BE LIABLE TO YOU FOR PERFORMING OR FAILING TO PERFORM ANY OBLIGATION UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY SERVICE ADDENDUM). WITHOUT LIMITING THE FOREGOING, WE WILL NOT BE LIABLE TO YOU FOR DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOVERNMENTAL AUTHORITIES, NATIONAL EMERGENCIES, INSURRECTION, WAR, RIOTS, FAILURE OF OR DELAY OF ANY OTHER PERSON, INCLUDING, WITHOUT LIMITATION, ANY FEDERAL RESERVE BANK, ACH OPERATOR OR TRANSMISSION OR COMMUNICATIONS FACILITY, ANY RECEIVER OR RECEIVING DEPOSITORY FINANCIAL INSTITUTION ("RDFI") (INCLUDING, WITHOUT LIMITATION, THE RETURN OF AN ENTRY BY SUCH RECEIVER OR RDFI), ANY PARTICIPATING DFI, ANY BENEFICIARY OR BENEFICIARY'S BANK, ANY INTERMEDIARY BANK, INTERNET ACCESS SERVICE PROVIDER, OR ANY SERVICE PROVIDER (THE "THIRD PARTIES") TO PERFORM OR TO PROVIDE ANY SERVICES, FAILURE OF COMMUNICATION SYSTEMS, OR FAILURES OF OR DIFFICULTIES WITH OUR EQUIPMENT OR SYSTEMS. NOT IN LIMITATION OF THE FOREGOING, WE WILL NOT BE LIABLE TO YOU FOR ANY DELAY, FAILURE, OR MALFUNCTION ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICE, OR ANY PAYMENT SYSTEM. IN THE EVENT THAT WE ARE HELD LIABLE TO YOU, YOU WILL ONLY BE ENTITLED TO RECOVER THE LESSER OF: YOUR ACTUAL DAMAGES; OR THE TOTAL AMOUNT OF ALL SERVICE FEES ACTUALLY PAID BY YOU TO BANK IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH BANK'S LIABILITY IS FINALLY DETERMINED. IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES.
20. **Indemnity.** Except as may be directly attributable to our lack of good faith or failure to exercise ordinary care and as limited by Uniform Commercial Code Section 4-103 as in effect, you agree to defend, indemnify, and hold us and our affiliates, directors, officers, employees, agents, servicers, and independent contractors (as applicable) (the "Indemnified Parties") harmless from and against any and all losses, liabilities, costs, damages (including punitive damages), expenses (including attorneys' fees), claims (whether or not formally asserted), or demands (the "Indemnified Losses") to which any of the Indemnified Parties may be subject or may incur arising out of or in connection with its or their performance of this Agreement or the Services, or any of your obligations, responsibilities, warranties or representations relating to the Services, or your breach of any term of this Agreement, regardless of the nature of any loss. You agree to indemnify the Indemnified Parties against any of the Indemnified Losses or expenses resulting from or arising out of any claim of any person that we are responsible for the act or omission of you or any of the Third Parties (as defined in the Limitation of Liability section). You agree that we and the other Indemnified Parties shall not be responsible for any loss, property damage or bodily injury arising out of or resulting from the failure of any person to provide you with access to any of the Services, whether caused by the equipment, software, us, Internet service providers, Internet browsers, or parties providing communication services to or from you.
21. **Arbitration Agreement.**
- a. Any controversy or claim arising out of or relating to this Agreement (including, without, limitation, any Service Addendum now or hereafter in effect), or breach thereof, or any relationship resulting therefrom, shall be resolved by binding arbitration under the Federal Arbitration Act, 9 U.S.C. section 1 et seq., administered by the American Arbitration Association in accordance with its Commercial Financial Disputes Arbitration Rules, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof pursuant to applicable law.
 - b. Nothing in the preceding paragraph, or otherwise, nor the exercise of any right to negotiation or arbitration, nor the commencement or pendency of any proceeding, shall limit the right of any party to this Agreement:
 - 1) to seek judicial equitable relief, or other equitable relief available to it under applicable statutory and/or case law including, but not limited to, injunctive relief and the appointment of a receiver; or
 - 2) to exercise any self-help rights or any other rights or remedies available to it by contract or applicable statutory or case law (including but not limited to the filing of an involuntary petition in bankruptcy, the right of set off, attachment, recoupment, foreclosure, or repossession) with respect to its extension of credit, the protection and preservation of collateral, the liquidation and realization of collateral, the protection, continuation and preservation of lien rights and priorities, the collection of indebtedness, and the processing

- and payment or return of checks, whether such occurs before, during or after the pendency of any negotiation or arbitration proceeding.
- 3) The institution and maintenance of an action for judicial relief or pursuit of provisional or ancillary rights or remedies or exercise of self-help remedies, all as provided herein, and the pursuit of any such rights or remedies, shall not constitute a waiver of the right or obligation of any party, including the plaintiff seeking judicial relief or remedies, to submit a dispute to negotiation, mediation and arbitration, including disputes that may arise from the exercise of such rights.
- c. The arbitrator(s) shall not have the power to order specific performance of any obligation or duty of any party to this Agreement or to issue injunctions in connection therewith or otherwise or to enter an award on behalf of any class of claimants.
- d. Arbitrators appointed by AAA hereunder shall be appointed from the National Roster for Commercial Financial Disputes as provided in the Rules unless otherwise mutually agreed to by the parties. Mediators shall be appointed, with consent by the parties, from the National Panel of Mediators, when practicable, but otherwise by AAA with the consent of the parties.
22. **Force Majeure.** In no event shall we be liable at any time to you or any other person for any loss, charge, fee, penalty, expense or other damage resulting from any failure or delay in the performance of our responsibilities under this Agreement which is caused or occasioned by any act or thing beyond our control, including, without limitation, legal restraint, interruption of transmission or communication facilities, equipment failure or other malfunction, electrical or computer failure, strike, lockout, riot, war, governmental regulation, fire, emergency conditions, acts of God, fire, storm, or other adverse weather conditions or catastrophe, or inability to obtain or delay in obtaining wire services or Internet access, or refusal or delay by any Internet service, service provider or another bank or financial institution.
23. **Entire Agreement.** This Agreement, along with the Fee Schedule, the Service Addenda, and the Enrollment Forms, all as now or hereafter in effect from time to time, constitutes the entire agreement between you and us related to the Service and supplements any other agreement or disclosure related to your Accounts. In the event of a conflict between this Agreement and any other agreement or disclosure related to your Accounts, this Agreement shall control.
24. **Minimization of Risk.** If and to the extent we permit you to have the use of funds for which you have not received final, nonavoidable payment in collected funds, the use of such funds will constitute a financial accommodation to you, which we may terminate at any time. We have the absolute right to delay the availability of funds for the Payment Account or any other Account, without regard to the Funds Availability Schedule or any practice or pattern of practices by you. If we deem, in our sole and absolute discretion, that our risk exposure as provider of the Services under this Agreement has become too great, we may act to minimize this exposure by (a) requiring you (i) to provide satisfactory collateral for each transfer, prior to the time such transfer is initiated or to (ii) prefund each transfer, or (b) placing holds on any of your accounts with us (including, without limitation, the Payment Account) for each transfer. The provisions of this paragraph may be limited only by the requirements of applicable federal banking regulations.
25. **Cooperation in Loss Recovery Efforts.** In the event of any damages for which we or you may be liable to each other or to a third party pursuant to the services provided under this Agreement, we and you will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any action that the relevant party may be obligated to defend or elects to pursue against a third party.
26. **Recording of Communications.** You authorize us to tape record any telephone conversations made in connection with this Agreement and to retain such recordings for as long as we deem, in our sole discretion, appropriate.
27. **Events of Default.** Each of the following shall constitute an “Event of Default” by you under this Agreement: any (a) breach of your obligations, warranties or covenants under this Agreement; (b) failure to pay any charges due in connection with the Services; (c) material falsity, inaccuracy or incompleteness of any representation made by you in connection with any of the Services (either when made or thereafter); or (d) default by you under any other agreement between us and you (including, without limitation, any loan or security agreement).
28. **Books and Records.** You shall maintain books of account and records, in accordance with standard accounting practices and procedures, of all transactions pertaining to its obligations under this Service Addendum for a period not less than the period legally required for the retention of such records, and after such time until Bank shall be offered a reasonable opportunity to copy such records prior to the destruction thereof. Bank may, at its own expense and upon reasonable prior notice to you, have full access to and the right to inspect and copy your books and records pertaining to your obligations under this Agreement and all transactions initiated by you through the Services.
29. **No Waivers.** No delay or omission by us in exercising any rights or remedies hereunder shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise therefore or the exercise of any other right or remedy. No waiver shall be valid unless in writing signed by us.

30. **Assignment.** You may not assign this Agreement to any other party. In our sole discretion, we may assign this Agreement or delegate any or all of our rights and responsibilities under this Agreement to any third parties.
31. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Georgia, without regard to conflict of law principles.
32. **Commercial Agreement; Compliance with Applicable Law.** You agree to use the Services, including the initiation of entries, funds transfers, or other transactions: only for business purposes and not for any personal, consumer, or household purposes or accounts; and only in accordance with all applicable federal and state laws and all applicable NACHA and funds transfer system rules; and you agree to comply with all of the foregoing during the term of this Agreement.
33. **No Extension of Credit.** Nothing in this Agreement nor any course of dealing between you and us constitutes our commitment or obligation to lend money to you or obligates us to extend any credit to you, to make a loan to you, or otherwise to advance funds to you to pay for any payment order contrary to our published availability schedules.
34. **Amendments.** (a) **Amendments Generally.** Notwithstanding any other term of this Agreement, we may amend or change any of the terms and conditions of this Agreement (including, without limitation, the Fee Schedule or any Services Addendum) at any time by either (1) posting the change on our Synovus Gateway or (2) by providing notice to any one of your Authorized Representatives, in each case at any time prior to the effective date of any change or amendment. If you do not agree to the change or amendment, you must notify us prior to the effective date of the change or amendment and cancel your access to the applicable Service. This provision shall not be deemed to alter or affect any obligations, which we have under applicable law regarding disclosures concerning our funds availability policy. This Agreement may be amended only in writing (including any electronic communication by us) and may not be amended verbally or by course of conduct; and (b) **Amendments to Enrollment Form.** You, through your Authorized Representative, may request an amendment to the Enrollment Form to add new Services or cancel existing Services at any time by notifying Bank in writing in a form reasonably acceptable to Bank. Such additions or cancellations will not be effective until Bank accepts such requested additions or cancellations and has had a reasonable period of time to act on such requests. You, through your Authorized Representative, may add, change, or remove any Account or the designated Account for any Service at any time through written notice to Bank in a form reasonably acceptable to Bank. Any such change will not be effective until Bank has had a reasonable period of time to act on such request. You agree that Bank may modify, amend and update the Enrollment Form on your behalf to address any changes in Accounts, designated Accounts, Services, Service features or any other changes made by Bank or made by you and accepted by Bank.
35. **Notices.** Except as otherwise expressly provided herein, Bank will not be required to act upon any notice or instruction received from you or any other person, or to provide any notice or advice to you or any other person with respect to any matter. You agree that we may provide any notice to you called for in this Agreement or any other communication in connection with this Agreement or the Service by either posting it to the Service's Web Site, by email to any email address you have provided us for notice, or by mail to the street address you have provided us, as the Bank may select. If you have designated one or more Authorized Representatives in connection with a particular Service, you agree that we may send any notice or amendment involving such Service to any one of them. You agree that our ability to communicate with you is dependent on the validity of your e-mail address on our records, and that you will promptly notify us of any change in your e-mail address and that we will have no obligation to redeliver any e-mail that is delayed or returned.
36. **Electronic Disclosures.** You agree that we reserve the right to make available all disclosures required by law and other communications regarding the Services that may be permissibly given electronically (the "**Statements and Documents**") exclusively via Synovus Gateway or other applicable Web Site for the Service, and that we may discontinue sending these Statements and Documents to you in paper form. Currently you may select paper or electronic delivery for certain Statements and Documents on Synovus Gateway. We also may, in our sole discretion, choose to send you paper copies of any Statements and Documents even though we could have made those Statements and Documents available to you electronically. All Statements and Documents we deliver to you in either electronic or paper format from us to you will be considered to be delivery "in writing" for legal purposes and for purposes of this Agreement. You should print or download for your records a copy of this Agreement and any of the other Statements and Documents that is important to you. Statements and Documents include, but are not limited to, the following:
- All amendments to this Agreement
 - All Service Addenda, Supplemental Addenda for Supplemental Services, and all amendments to such Service Addenda and Supplemental Addenda
 - Notices with respect to any changes to this Agreement, any Service Addendum or any Supplemental Addenda, or any changes in terms of your deposit, credit card or other loan Accounts designated by you now or in the future to be accessed using any Service
 - All legal and regulatory disclosures and communications associated with or provided through any Service for any Account designated by you now or in the future to be accessed using any Service
 - All notices that we are required by law to provide to you for any purpose and at any time
 - All periodic statements (including combined statements) for any of your Deposit Accounts designated by you now or in the future to be accessed using any Service
 - All periodic statements for any of your loan or line of credit Accounts designated by you now or in the future to be accessed using any Service
 - All Account Analysis statements for any Account designated by you now or in the future to be accessed using any Service
 - All other notices or communications delivered by us to you under this Agreement
 - All notices relating to overdrafts or insufficient balances for your Deposit Accounts designated by you now or in the future to be accessed using any Service

- All notices relating to our Overdraft Privilege service relating to Accounts designated by you now or in the future to be accessed using any Service
 - All notices relating to corrections to your deposits or balances for any Account designated by you now or in the future to be accessed using any Service
 - All communications relating to any error inquiries or unauthorized transaction inquiries you make regarding your Accounts Our Privacy Policy
37. **Counterparts.** This Agreement and each Service Addendum may be executed in multiple counterparts, each of which shall constitute an original document and all of which together shall constitute one agreement.
38. **Interpretation.** When used in this Agreement, the words “include”, “includes” and “including” mean “including, without limitation”.

**Synovus® Treasury Management Services
Synovus GatewaySM Services Addendum**

1. **Acceptance of Synovus GatewaySM Services.** By selecting Synovus GatewaySM Services (the “**Gateway Services**”) on the Enrollment Form, you agree to the terms of this Synovus GatewaySM Services Addendum (the “**Gateway Addendum**”) and this Gateway Addendum thereby becomes a part of the Master Services Agreement for Treasury Management Services (the “**Master Services Agreement**”). The Master Services Agreement, together with this Gateway Addendum, shall constitute one “**Gateway Services Agreement**” for the Gateway Services, the terms and conditions of which shall be binding upon both parties and shall govern the establishment and continued use by Customer of the Gateway Services. **For Services provided under the Master Services Agreement that are accessible through Synovus Gateway, a separate Services agreement applies to such Services, and in the event of a conflict between the Gateway Services Agreement and such other Services Agreement, this Gateway Services Agreement will prevail for issues arising out of Synovus Gateway or the Gateway Services.** Customer acknowledges the receipt of a copy of this Gateway Addendum and the current Master Services Agreement. This Gateway Addendum is effective as of the date accepted by Bank. Capitalized terms used but not defined herein shall have the meanings provided in the Master Services Agreement. If a discrepancy or inconsistency is determined to exist between the terms of the Master Services Agreement and the terms of this Gateway Addendum, the terms of this Gateway Addendum will control with respect to the Gateway Services, but only to the extent necessary to resolve the discrepancy or inconsistency.
2. **The Synovus Gateway Services.** You may use the Gateway Services through Synovus GatewaySM, our online banking portal designated for this purpose, which is Synovus GatewaySM. With the Gateway Services, you may do the following after selecting the feature with the Enrollment Form: (a) transfer funds between your designated commercial deposit, checking, money market, and savings accounts (the “**Deposit Accounts**”) and make payments from Deposit Accounts to designated Loans you have with Bank; (b) receive balance, activity and certain other information by electronic transmission of a visual display on selected Deposit Accounts and Loans you have with us; (c) access periodic account statements for Deposit Accounts (the “**Deposit Account Statements**”) and transaction history for Deposit Accounts and Loans; (d) pay bills directly from your Deposit Accounts to third parties whom you have selected in advance, using the Enrollment Form, to receive payment through the Service in the amounts and on the days you request (the “**Bill Payment Service**”, see the Bill Payment Services Addendum below); (e) stop payment on checks drawn on your Deposit Accounts; and (f) view images of items that have cleared your designated Deposit Accounts. Your Deposit Accounts and Loans accessible via the Gateway Services are designated by you in the Enrollment Form. Depending upon various factors, not all of the above-listed services may be available to you and you may not desire to use all services that may be available to you. You understand and agree that, notwithstanding any provision of this Gateway Addendum to the contrary, you are only entitled to use those of the services enumerated that we approve, in our sole discretion, and that the designation of the services available to you and your selection of certain additional services may require a separate enrollment or other document and that separate fees shall be charged for each service. The Bill Payment Service is subject to credit approval and a separate agreement, as provided below. Subject to our approval, you may be able to access additional Treasury Management services from time to time by entering into one or more Service Addenda for such purpose. Any such additional Treasury Management services that are accessed through the Gateway Services will be considered part of the Gateway Services hereunder and subject to this Gateway Addendum. Use of the Gateway Services is also subject to the applicable Service Procedures, and subject to the provision of specific information required online to process the Gateway Services. The terms and conditions of your respective Deposit Account agreements with us will also govern your Deposit Account relationships with us. The terms and conditions of your separate Loan agreements with us will also govern your Loan relationships with us.
3. **Security Procedures; Client Administration; Authorized Representative.** You hereby designate your Authorized Representative identified in Enrollment Form as your Administrator, and agree that he or she may designate authorized users for the Gateway Services (each, an “**Authorized User**”) and assign them specific functions and delegate specific permissions to them, all as provided onscreen and in any Service Procedures. You may designate an Administrator for the Gateway Services other than as set forth in the Enrollment Form by providing written notice to us in a form acceptable to us. Such written notice of designation of an Administrator will only take effect after we have received such notice and had a reasonable opportunity to act on it. This Administrator function allows you to centralize and monitor access to the Gateway Services, the Deposit Accounts and the Loans. If you authorize other persons, including, without limitation, Authorized Users, to use your Credentials for any purpose or in any manner, your authorization shall be considered unlimited in scope, amount and manner (except to the extent limited to specific functions or permissions through the Gateway Services) and (to the extent permitted by applicable law) shall extend to such persons’ designees, until you have notified us in writing that you have revoked the authorization and changed your Credentials, and you are responsible for any transactions made by such persons or their designees until we have received your notice and had a reasonable opportunity to act upon the change of your Credentials. The Gateway Services permits you to audit Authorized User activity, and you agree that such audit reports are intended only as one means of monitoring such activity and that you are solely responsible for such monitoring. You agree to follow all security and operating guidelines as referenced in the Security Procedures and Client Administration provisions of the Master Services Agreement.
4. **Balance Inquiries and Reports; Transfers.** You may use the Gateway Services to check the balance of your Deposit Accounts

and Loans, request specified Deposit Account reports, and transfer funds among your designated Deposit Accounts, including making payments to us from Deposit Accounts to Loans. Transfers may include periodic sweeps, as provided online. Unless specifically authorized by us in writing, you may not use the Gateway Services to request credit advances from your Loans or to otherwise transfer funds directly from your Loans. In addition, your ability to make certain transfers from certain types of Deposit Accounts may be limited by applicable federal law. The balance displayed by the Gateway Services may include deposits still subject to verification by us. The balance shown also may differ from your records because it may not include deposits or payments in progress, check card authorizations, outstanding checks, or other withdrawals, payments or charges. You may view your most recent Deposit Account Statement, as well as previous Deposit Account Statements available for the time period provided online. Such electronic Deposit Account Statements are copies of paper statements separately delivered to you. Customer agrees that Bank may provide electronic Deposit Account Statements in lieu of paper Deposit Account Statements upon notice to Customer. Customer agrees that such electronic Deposit Account Statements shall constitute a sufficient account statement, as provided in Uniform Commercial Code 4406, as amended. Reports are current as of the day specified online. Funds transfers from your Deposit Accounts will be made available in accordance with Bank's policy (see Bank's Funds Availability Disclosure). If there are insufficient funds in a Deposit Account from which you are requesting a funds transfer to another of your Deposit Accounts or Loans, the transfer will not be performed. The Bank will not be liable for any damages of any nature whatsoever resulting from any transfers not performed due to insufficient funds in your Deposit Account.

5. **Bill Payment Service.** You may use the Gateway Services to order single or recurring bill payments through the Gateway Services to any business, merchant, or professional that generates a bill or invoice for products or services provided to you or on your behalf and other permissible types of payees whom you designate a "Payee", as provided onscreen. The Bill Payment Service is provided to you by a separate service provider and is governed by and subject to the Bill Payment Services Addendum and any other Terms and Conditions to which you separately agree upon enrollment which are incorporated herein by reference (collectively the "Bill Payment Terms and Conditions"). You agree to comply with the Bill Payment Terms and Conditions regarding bill payments through the Gateway Services; that the service provider, and not Bank, is providing the Bill Payment Service; and that all of your rights and remedies regarding errors in connection with the Bill Payment Service or unauthorized payments shall be solely against the service provider and not against Bank. You agree that our sole responsibility in connection with the Bill Payment Service is the reasonably diligent selection of the service provider.
6. **Stop Payments.** You may use the Gateway Services to stop payment on any check drawn on your Deposit Accounts. You must initiate any stop payment order so that we receive it in time to give us a reasonable opportunity to act on such order prior to our stop payment cutoff time. Our stop payment cutoff time is one (1) hour after the opening of the next Business Day after the Business Day on which we receive the check, which is the subject of the stop payment order. Additional limitations on our obligation to stop payment are as provided by applicable law, including, without limitation, the fact that we have no obligation to stop payment on a check which we have paid in cash or which we have certified. To be effective, your stop payment order must precisely identify the number, date and amount of the check, and the payee thereof.
7. **Imaging Services.** You may access certain images made available through the Gateway Imaging Service (herein so called), the terms of which are governed by this Gateway Addendum. You may research, view and print images of items that have cleared your designated Deposit Accounts. The Gateway Imaging Services are provided to Customer to facilitate your own Deposit Account research capability. Customer hereby acknowledges that the Gateway Imaging Services are provided by Bank's vendor and Bank makes no representation or warranty whatsoever with respect to the Gateway Imaging Services and shall not be liable for damages of any sort with respect to the Gateway Imaging Services.
8. **Statements.** All of your payments and funds transfers made through the Gateway Services will be described in your periodic Deposit Account Statements. The transaction type, payee name, transaction amount, and date of each debit to your Deposit Account will be reflected for each transaction initiated through the Services in the periodic statement for the applicable Deposit Account. You agree that no other notice is required with respect to transactions made through the Gateway Services.
9. **Availability of Gateway Services.** Access to the Gateway Services is available 24 hours a day, seven days a week, except during maintenance periods and during periods when access to the Gateway Services is temporarily interrupted as a result of power outages, equipment and/or software malfunctions or failures. We will not be liable under this Gateway Addendum for failure to provide access. Subject to applicable law, we reserve the right to modify, suspend, or terminate access to all or any part of the Gateway Services at any time and for any reason without notice or refund of previously incurred fees. We will attempt to notify you by e-mail in the event of any technical difficulties or other occurrence that may impede access to the Gateway Services for a prolonged period of time. Synovus Treasury Management Services.

Synovus Treasury Management Services Positive Pay and Account Reconciliation Services Addendum

1. **Acceptance of Positive Pay and Account Reconciliation Services.** By selecting the Positive Pay and Account Reconciliation Services (the "**Positive Pay and Account Reconciliation Services**") on the Enrollment Form, you agree to the terms of this Positive Pay and Account Reconciliation Services Addendum (the "**Positive Pay and Account Reconciliation Addendum**") and this Positive Pay and Account Reconciliation Addendum thereby becomes a part of the Agreement. The Agreement, together with this Positive Pay and Account Reconciliation Addendum, shall constitute one "**Positive Pay and Account Reconciliation Services Agreement**" for the Positive Pay and Account Reconciliation Services, the terms and conditions of which shall be binding upon both parties and shall govern the establishment and continued use by you of the Positive Pay and Account Reconciliation Services. You acknowledge the receipt of a copy of this Positive Pay and Account Reconciliation Addendum and the current Agreement. This Positive Pay and Account Reconciliation Addendum is effective as of the date accepted by Bank. Capitalized terms used but not defined herein shall have the meanings provided in the Master Services Agreement. If a discrepancy or inconsistency is determined to exist between the terms of the Master Services Agreement and the terms of this Positive Pay and Account Reconciliation Addendum, the terms of this Positive Pay and Account Reconciliation Addendum will control with respect to the Positive Pay and Account Reconciliation Services, but only to the extent necessary to resolve the discrepancy or inconsistency.

2. **Positive Pay and Account Reconciliation Services.** You may use the Positive Pay and Account Reconciliation Services through our Web Site designated for this purpose as follows:
 - a. Positive Pay (further described in Section 2.c. hereof) compares checks paid to those supplied in an Issues File (hereinafter defined in Section 2.c. hereof) by you and matches checks presented for payment with the information on posted transactions. In the event of a mismatch, exceptions are generated for review and decisioning.
 - b. Payee Positive Pay (further described in Section 2.c. hereof) requires the payee to be included in the Issues File. Checks paid that are not in the check issue file, or do not match, are presented to you as exception items. You review and decision the exceptions.
 - c. Reverse Positive Pay (herein so called) is similar to Positive Pay except the Issues File upload process is not included with this feature and all checks paid are considered exception items. You reviews and decisions the exceptions.
 - d. ACH Positive Pay (herein so called) transactions are compared against payment rules provided to Bank by you. Based on the payment rules, the ACH transaction is either processed normally or it is suspended. Suspended transactions will appear as exceptions and you will review and decision the exceptions.
 - e. Full Account Reconciliation (further described in Section 2.f. hereof) compares Checks/Drafts that have been posted on the Account against Checks/Drafts that were issued by you. This is done when you create and send an Issue File. Issue files are all of the Checks/Drafts that have been written on the Account. Full Account Reconciliation completes the analysis and produces a recon statement. This statement lists paid Checks/Drafts, Exception Items (hereinafter defined in Sections 2.d. and 2.e. hereof), and Checks/Drafts that are outstanding.
 - f. Deposit Reconciliation (herein so called) provides you with multiple locations the ability to deposit into one Account and track each deposit made to the Account by location using a unique location identifier. You are given reporting capabilities to track each deposit made to the Account by location. Unique location identifiers on the deposit ticket identify the deposit.
3. **Security Procedures; Client Administration.**
 - a. You hereby designate your Authorized Representative identified in the Enrollment Form as your Administrator, or may identify a different person as Administrator in the Enrollment Form, and agree that he or she may designate authorized users for the Positive Pay and Account Reconciliation Services (each, an **"Authorized User"**) and assign them specific functions and delegate specific permissions to them, all as provided onscreen and in any service procedures provided to you by Bank from time to time. This Administrator function allows you to centralize and monitor access to the Positive Pay and Account Reconciliation Services. If you authorize other persons, including, without limitation, Authorized Users, to use your Credentials for any purpose or in any manner, your authorization shall be considered unlimited in scope, amount, and manner (except to the extent limited to specific functions or permissions through the Positive Pay and Account Reconciliation Services) and (to the extent permitted by applicable law) shall extend to such persons' designees, until you have notified us in writing that you have revoked the authorization and changed your Credentials, and you are responsible for any transactions made by such persons or their designees until we have received your notice and had a reasonable opportunity to act upon the change of your Credentials. The Positive Pay and Account Reconciliation Services permits you to audit Authorized User activity, and you agree that such audit reports are intended only as one means of monitoring such activity and that you are solely responsible for such monitoring.
 - b. You agree that use of the Credentials and the Administrator function together constitute a "commercially reasonable" Security Procedure for the verification of the authenticity of transactions initiated through the Positive Pay and Account Reconciliation Services based on your transactions and use of the Positive Pay and Account Reconciliation Services. There are no security procedures intended to detect erroneous transactions. You authorize us and our service provider to rely and act upon any transaction or inquiry initiated through the Positive Pay and Account Reconciliation Services using your Credentials and agree to be responsible for any such transaction or inquiry that is processed in good faith.
4. **Positive Pay and Payee Positive Pay.** You will supply an Issues File, in a format that has previously been approved by the Bank (the **"Issues File"**) that identifies the Checks and Drafts issued by you (the **"Checks/Drafts"**) that are to be paid by the Bank upon presentment to Bank. You will transmit or update the Issues File of the Checks/Drafts prior to the cut off time each Business Day to ensure proper identification of potential fraudulent items and to limit the exception items reported and reviewed daily. The Positive Pay and Account Reconciliation Services may be accessed through our Web Site operated for that purpose, as provided in these Positive Pay and Reconciliation Service Terms, the Master Services Agreement, and service procedures provided to you by Bank from time to time. Checks/Drafts not included in the Issues File will not be paid at the Bank's branch if you attempt to make a deposit or cash the check in person at one of Bank's branch locations.
5. **Exception Report.** Bank will transmit to you on each Business Day a report through the Positive Pay and Account Reconciliation Services Web Site that identifies the Checks/Drafts/ACH presented for payment on such Business Day: (i) which were not identified; or (ii) which were identified but contained discrepancies in information from that shown on the Issues File. The Checks/Drafts/ACH described in (i) and (ii) are referred to herein collectively as the **"Exception Items."**
6. **Your Authorization Checks/Drafts/ACH Items.** When Bank transmits a report of Exception Items to you, you agree that you will respond back to Bank concerning the Exception Items online through the Positive Pay and Account Reconciliation Services

Web Site by the cut off time on the same Business Day. At that time, you will either confirm the validity of the Exception Items, or will instruct Bank to dishonor the Exception Items. If you do not respond to Bank's report of Exception Items within the deadlines set forth, then you authorize and directs the Bank to follow the default decision for these Items. The Bank will honor Exception Checks/Drafts pursuant to your instructions "Pay" or "Return" request when Check/Draft Exceptions have not been received by the Bank. The default decision for ACH Exceptions Items will be "Return" if the Pay or Return Request is not received by the deadlines.

7. **Full Account Reconciliation.** Full Account Reconciliation compares checks that have been posted on the Account against checks that were issued by you. This is done when you create and send an Issues File at an agreed upon time between you and Bank. The frequency of how often the statement is received is up to you. Full Account Reconciliation completes the analysis and produces a recon statement. This statement lists paid account balance summary, statement of activity, Checks/Drafts, Exception Items, and Checks/Drafts that are outstanding.
8. **The Positive Pay and Account Reconciliation Accounts.** You agree to have sufficient collected funds on deposit with the Bank in the Accounts to permit Bank to pay presented Checks/Drafts/ACH, whether or not the Bank has notified you of the presentment of the Checks/Drafts/ACH. You agree and understand that the purpose of the Positive Pay and Account Reconciliation Services is to facilitate your reconciliation of Checks/Drafts/ACH, and increase your ability to detect fraudulent transactions.
9. **Data Transmission.** Bank may require the establishment of a data transmission via secure file transfer protocol. A separate document will be provided on the supported transmission methods. Information will be delivered on a schedule mutually agreed upon time.
10. **Your Obligations.** You shall take appropriate action with your employees, independent contractors, and agents having access to Confidential Information to fulfill your obligations hereunder, including, but not limited to, advising such employees, independent contractors and agents of the proprietary nature of the Confidential Information and the obligations set forth herein, and, if necessary, creating a contractual obligation with such third parties to maintain the confidentiality of any such information. You and your employees, independent contractors, and agents shall safeguard all Confidential Information received by you using a reasonable degree of care, but no less than that degree of care used by you in safeguarding your own confidential information, and you represent and warrant that you exercise reasonable care to protect your own confidential information.
11. **Limitation of Liability; Indemnity.** Neither Bank, nor any of your employees, officers, directors, agents or vendors (individually an "Indemnified Party"), shall in any event have any liability in connection with the Services provided to you hereunder due to interruption or failure of communications or data processing facilities or systems, emergency conditions, or any other cause beyond the reasonable control of Bank or any of its employees, officers, directors, agents, or vendors. You agree to indemnify and hold Bank and its employees, officers, directors, agents, and vendors harmless from and against any and all penalties, charges, assessments, claims, liabilities, costs, or expense, including attorneys' fees, incurred by or assessed against any Indemnified Party in connection with the Positive Pay and Account Reconciliation Services, except, only as it relates to any such Indemnified Party, such amounts as may result from such Indemnified Party's gross negligence or willful misconduct.

Synovus Treasury Management Services ACH Origination Addendum

1. **Acceptance of ACH Origination Services.** By selecting the ACH Origination Services (the "ACH Service") on the Enrollment Form, you agree to the terms of this ACH Origination Addendum in the Terms and Conditions Booklet (the "ACH Addendum") and this ACH Addendum thereby becomes a part of the Master Services Agreement for Treasury Management Services (the "Master Services Agreement"). The Master Services Agreement, together with this ACH Addendum, shall constitute one "ACH Service Agreement" for the ACH Service, the terms and conditions of which shall be binding upon both parties and shall govern the establishment and continued use by Customer of the ACH Service. Customer acknowledges the receipt of a copy of this ACH Addendum and the current Master Services Agreement. This ACH Addendum is effective as of the date accepted by Bank. Capitalized terms used but not defined herein shall have the meanings provided in the Master Services Agreement or the rules of the National Automated Clearing House Association ("NACHA"), as such rules may be amended and in effect from time to time (the "Rules"). If a discrepancy or inconsistency is determined to exist between the terms of the Master Services Agreement and the terms of this ACH Addendum, the terms of this ACH Addendum will control with respect to the ACH Services, but only to the extent necessary to resolve the discrepancy or inconsistency.
2. **Transmittal of Entries by Customer; Dollar Limitations.** Customer may originate ACH entries from the "ACH Account" (as defined in this ACH Addendum) in the form of "Credit Entries" and "Debit Entries" (collectively the "Entries") of the types specified in the Enrollment Form or otherwise approved by Bank in advance (in Bank's sole discretion) in compliance with the formatting and other requirements of the Rules, subject to the input (origination) schedule set forth in the Master Services Agreement. Customer acknowledges and agrees that it is its responsibility to obtain access to the current Rules at all times, which may be obtained here: <https://www.nacha.org/products/2023-nacha-operating-rules-guidelines>. The total dollar amount of Credit Entries transmitted by Customer to Bank on any one day shall not exceed the "Credit Entry Amount" provided to Customer as determined by Bank from time to time, and the total dollar amount of Debit Entries transmitted by Customer to Bank on any one day shall not exceed the "Debit Entry Amount" provided to Customer as determined by Bank from time to time. The initial Credit Entry Amount and Debit Entry Amount are set forth in the ACH Services section of the Enrollment Form. In view of the potential for fraud occurring with regard to ACH transactions, Bank retains the absolute right to modify the Credit Entry Amount and/or Debit Entry Amount allowed to be transmitted by Customer, in Bank's sole discretion, any such changes to be effective immediately upon the giving of notice of such change by Bank to Customer. Customer acknowledges that the lowering of daily Entry amounts permitted to be transmitted by Customer hereunder may reduce the total dollar exposure which could occur as a

result of any fraud involving such entries. It is further understood and agreed by Customer that although Bank has the right to adjust the aforesaid dollar limitations of the Entry transmitted by Customer, Bank has no obligation to adjust such limits, unless Customer requests by written notice to Bank that any such limits be decreased.

- 3. Security Procedures.** Customer and Bank shall comply with the Security Procedures and Client Administration provisions of the Master Services Agreement with respect to Entries (including requests for cancellation of Data) transmitted by Customer to Bank. Customer acknowledges and agrees that the sole purpose of the Security Procedures is to verify that an Entry is that of Customer, and not to detect an error in the transmission or content of an Entry (including without limit requests for cancellation of Data), and that Customer bears the sole responsibility for detecting and preventing such errors. No security procedures for the detection of any such errors have been agreed upon by Bank and Customer.
- Bank has the option, but not the obligation, to authenticate any Entry by having it verified by another Authorized Representative or by any other means Bank considers appropriate, but failure to authenticate instructions will not be evidence of any failure to exercise reasonable care or to act in good faith. Bank will not be liable for refusal to honor any Entry if it is not able to satisfy itself that the instructions given by an Authorized Representative are in accordance with the procedures outlined herein.

Bank, in its sole discretion, may from time to time modify or implement additional security measures. Bank shall be entitled to implement such changes or modifications on not less than ten (10) days' written (including electronic) notice to any Authorized Representative. Any such changes or modifications not objected to in writing within ten (10) days of notification shall be deemed accepted by Customer.

Customer has carefully analyzed the Security Procedures in light of its security requirements and in light of the size, type and frequency of the Entries normally made or proposed to be made, to Bank by Customer, and Customer has determined that the Security Procedures are commercially reasonable methods of verifying the authenticity of Entries (including requests for cancellation of Data) in view of its requirements.

4. Processing; Transmittal and Settlement by Bank.

- a. Except as provided in Section 8, On-Us Entries, and Section 10, Rejection of Entries, Bank will (i) process Entries properly sent by Customer to conform with the file specifications set forth in the Rules, (ii) transmit such Entries as an Originating Depository Financial Institution to a Federal Reserve Bank acting as an Automated Clearing House Operator (the "**ACH Operator**"), and (iii) settle for such Entries as provided in the Rules. Bank will transmit such Entries to the ACH Operator by the deadline of the ACH Operator at least one (1) Business Day prior to the Effective Entry Date shown in such Entries, provided (A) such Entries are received by Bank's cut-off time (as communicated by Bank to Customer from time to time) on a Business Day, (B) the Effective Entry Date is at least one (1) Business Day after such Business Day, and (C) the ACH Operator is open for business on such Business Day. For purposes of this ACH Addendum, Entries shall be deemed received by Bank when the transmission is complete and concluded. For purposes of this Agreement, Entries shall be deemed received by Bank, in the case of electronic transmission, when the transmission (and compliance with any related Security Procedures provided for herein) is complete and concluded.
- b. If any of the requirements of clause (i), (ii), or (iii) of Section 4.a. is not met, Bank will use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline of the ACH Operator following that specified by Bank which is a Business Day and a day on which the ACH Operator is open for business.
- c. Same Day ACH. Customer may elect, on the Enrollment Form, same day settlement for eligible ACH credit or debit entries subject to applicable cut-off deadlines and transactions fees, as disclosed to Customer by Bank. All ACH transaction types are eligible (excluding International ACH Transactions (IATs)) with a per transaction limit determined by NACHA rules. Originating an ACH file with an entry date of current day that falls within the same day origination window will be handled, processed, billed and settled as a same-day item provided Customer is enrolled for ACH Origination Service. If Customer is not enrolled in Same Day ACH Origination and originates entries with a same day effective date such entries will be subject to unauthorized batch fees. Bank shall not be responsible if another receiving financial institution is unable to receive or initiate same day ACH payments, fails to act, fails to make funds available or fails to settle a same-day transaction timely. Customer is responsible for following appropriate NACHA rules for ACH transactions including proper authorization and timing for debits. Additional fees may apply for returned ACH transactions. Customer agrees to pay Bank fees for Same Day ACH, including without limitation, unauthorized batch fees, and returned ACH transactions, as set forth at the time the Enrollment Form is completed and as provided to Customer by Bank from time to time.

5. Delivery of Files

- a. Bank will transmit such Entries to the ACH Operator by the deadline of the ACH Operator at least one (1) Business Day prior to the Effective Entry Date shown in such Entries, provided (i) such Entries are received by Bank's cut-off time (as communicated by Bank to Customer from time to time) on a Business Day, (ii) the Effective Entry Date is at least one (1) Business Day after such Business Day, and (iii) the ACH Operator is open for business on such Business Day. For purposes of this ACH Addendum, Entries shall be deemed received by Bank when the transmission is complete and concluded. For purposes of this Agreement, Entries shall be deemed received by Bank, in the case of electronic transmission, when the transmission (and compliance with any related Security Procedures provided for herein) is complete and concluded.

- b. If any of the requirements of clause (i), (ii), or (iii) of Section 5(a) is not met, Bank will use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline of the ACH Operator following that specified by Bank which is a Business Day and a day on which the ACH Operator is open for business.

6. Operating Environment.

- a. In order to use the ACH Service, you must have the following: (i) a personal computer; (ii) the operating systems in the versions listed on Synovus Gateway or other Web Site designated for that purpose or in the Master Services Agreement or Service Procedures; (iii) a secure (encrypted) web browser (in the versions listed on the Web Site or in the Master Services Agreement or Service Procedures); and (iv) Internet access through an Internet Service Provider ("ISP"). You agree to provide reasonable protection against computer intrusions and data exfiltration, including, without limitation, firewalls, current and regularly updated malware protection services (such as anti-virus and anti-spyware defense and regular scanning) and prompt implementation of security-relevant software upgrades (such as patches, service-packs and hot fixes). Bank may change these requirements from time to time by posting any change on the Web Site or other notice to you.
- b. Except as provided herein, we are not responsible for any loss, damage or injury whatsoever resulting from:
 - 1) An interruption in your electrical power or telephone or Internet service;
 - 2) The disconnecting of your telephone line by your local telephone company or deficiencies in line quality;
 - 3) The disconnecting of your electrical service by the provider of electrical power to you;
 - 4) Any defect or malfunction of your computer, modem, or system, or any equipment or other devices utilized in connection with initiating a payment or transfer, or telephone line or Internet access; or
 - 5) Any malicious software or code, computer virus or worm or other disabling procedure, whether present on your computer, network, system or equipment, or on ours.
- c. We are not responsible for any services relating to your computer other than those, if any, specified in this Agreement.

7. ACH Input (Origination) Schedule. Bank's cut-off time for receiving ACH debit and credit Entries from Customer is disclosed in the Synovus Treasury Management Enrollment Form. Bank may change the cut-off time upon notice to Customer.

8. On-Us Entries. Except as provided in Section 10, Rejection of Entries, in the case of an Entry received for credit or debit to an account maintained with Bank (an "**On-Us Entry**"), Bank shall credit or debit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in clauses (A) and (B) of Section 4.a are met. If either of those requirements is not met, Bank will use reasonable efforts to credit or debit the Receiver's account in the amount of such Entry no later than the next Business Day following such Effective Entry Date.

9. ACH Prefunding. To qualify Customer as an ACH Originator, Bank may require credit transactions to be prefunded. If prefunding is required, Customer will be required to have sufficient collected funds on deposit with Synovus on ACH submission dates as a condition for Bank's processing of any outgoing ACH Credit Entry. When prefunding is in place, the offset transaction to remove funds from Customer's account will occur on the date the transactions are submitted rather than on the Effective Entry Date. Bank's normal overdraft policies and fees will apply if sufficient funds are not available.

10. Rejection of Entries. You agree that Bank has no obligation to accept Entries and therefore may reject any Entry issued by you. Without limiting the foregoing, Bank may reject any Entry that does not comply with the requirements of Section 2, Transmittal of Entries by Customer, or Section 3, Security Procedures. Bank shall have the right to reject an On-Us Entry for any reason for which an Entry may be returned under the Rules. Bank shall have the right to reject any Entry if Customer has failed to comply with any prefunding requirement imposed under Section 9 or with its account balance obligations under Section 15. Bank does not have a duty to notify such rejection but will make a good faith effort to do so. Bank shall have no liability to Customer by reason of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.

11. Customer's Obligations Regarding Prenotification Transactions.

- a. Under the Rules, Customer may, at its option, send a prenotification prior to the initiation of the first Entry to a Receiver or a Receiver's account with an RDFI and Customer acknowledges that it is responsible for Entries that are misrouted to incorrect accounts as a result of Customer having chosen not to send a prenotification.
- b. Customer acknowledges that if a prenotification is returned by the ACH Operator, then the RDFI has never received the prenotification and Customer must make necessary corrections prior to transmitting any additional Entries. If an RDFI returns a prenotification, then Customer shall not initiate any Entries to the particular Receiver's account without making corrections necessitated by the Return Entry, and if the prenotification results in the receipt by Bank of a Notification of Change ("**NOC**"), Customer shall initiate no additional Entries to the account of the particular Receiver until the requested changes contained in the NOC have been made by Customer.

12. Cancellation Or Amendment By Customer. Customer will have no right to the cancellation or amendment of any Entry after its receipt by Bank. However, Bank will use reasonable efforts to act on a request by Customer for cancellation of an Entry prior to transmitting it to the ACH Operator or, in the case of an On-Us Entry, prior to crediting or debiting a Receiver's account, provided such request complies with the Security Procedures for cancellation of Data, but Bank shall have no liability if such cancellation is not affected. Customer shall reimburse Bank for any expenses, losses, or damages Bank may incur in effecting or attempting to effect the cancellation or amendment of an Entry.

13. Notice Of Returned Entries. Bank shall notify Customer by electronic transmission of the receipt of a returned Entry from the ACH Operator no later than one (1) Business Day after the Business Day of such receipt. Except for an Entry retransmitted by Customer in accordance with the requirements of Section 2, Transmittal of Entries by Customer, Bank will have no obligation to retransmit a returned Entry if Bank complied with the terms of this ACH Addendum with respect to the original Entry. Customer has the right to dishonor the original Return Entry, if it can be proven that the Return Entry is a misrouted return, duplicate return, untimely return, return has one or more field errors or if the return item was not requested by the Originator. It is the responsibility of the Originator to notify the ODFI to request the dishonor of these return items.

If, in its sole discretion, the National Association believes the rate that debit entries are returned as unauthorized exceeds one percent for one or more Originators or Third-Party Senders using the ODFI to originate entries, the National Association may send, via traceable delivery method, a written request to the ODFI for specific information pertaining to the Originator or Third-Party Sender and information pertaining to the number of debit entries returned as unauthorized over a period of two (2) months or sixty (60) days. If it is determined by the National Association that a fine be assessed to the ODFI for a violation of the one percent return rate, this fee will be passed to the Originator or Third-Party Sender.

14. Payment.

- a. Customer agrees to pay Bank the amount of each Entry transmitted by Bank pursuant to this ACH Addendum at such time on the Settlement Date with respect to such Entry as Bank, in its discretion, may determine, and the amount of each On-Us Entry at such time on the Effective Entry Date of such Entry as Bank, in its discretion, may determine; provided, however, that Bank may require Customer to prefund any Entry by paying the full amount thereof to Bank at the time such Entry is requested or initiated by Customer if Bank, in its discretion reasonably exercised in light of existing circumstances, deems it prudent or appropriate to manage risk to require such payment.
- b. Customer shall promptly pay Bank the amount of each Debit Entry returned by an RDFI that was transmitted by Bank pursuant to this ACH Addendum.
- c. Bank shall pay Customer the amount of each Debit Entry transmitted by Bank pursuant to this ACH Addendum at such time within two (2) Business Days of the Settlement Date with respect to such Debit Entry as Bank, in its sole discretion, may determine, and the amount of each On-Us Entry at such time within two (2) Business Days of the Effective Entry Date with respect to such Entry as Bank, in its sole discretion, may determine.
- d. Bank shall promptly pay Customer the amount of each Credit Entry returned by an RDFI that was transmitted by Bank pursuant to this ACH Addendum.

15. The Account.

- a. The "**ACH Account**" means each Deposit Account designated by Customer for access using the ACH Service in the ACH Service section of the Enrollment Form, and as otherwise permitted by Bank from time to time, and also means all of such ACH Accounts collectively. Bank may, without prior notice of demand, obtain payment of any amount due and payable to it under this ACH Addendum by debiting any ACH Account and shall credit such ACH Account for any amount received by Bank by reason of the return of an Entry transmitted by Bank for which Bank has previously received payment from Customer. Such credit shall be made as of the day of such receipt by Bank.
- b. Customer shall, at all times, maintain a balance of available funds in the ACH Account sufficient to cover its payment obligations under this ACH Addendum.
- c. In the event there are not sufficient available funds in the ACH Account to cover Customer's obligations under this ACH Addendum, Customer agrees that Bank may debit any other account maintained by Customer with Bank or that Bank may exercise its right of set off against any amount it owes to Customer, in order to obtain payment of Customer's obligations under this ACH Addendum.
- d. Customer acknowledges that Bank has the right to establish criteria concerning Entries initiated by Customer and monitor compliance with such criteria, to include matters such as permissible return rates Customer agrees that should Bank's criteria not be met, Bank is authorized to freeze the assets in the ACH Account until such time as such criteria are met. In such event, Bank also shall have the right to cease further processing of Entries initiated by Customer until such criteria are met. Bank also may freeze the assets in the ACH Account or close the ACH Account at any time Customer is not fully in compliance with the provisions of this ACH Addendum, the Master Services Agreement, the Gateway Addendum, the Rules and/or applicable laws and regulations. Customer acknowledges that the Unlawful Internet Gambling Act of 2006 prohibits

the Bank from processing restricted transactions through Customer's ACH Account, and Customer agrees not to use the ACH Service for the purpose of making or paying internet gambling bets or receiving payments in connection with internet gambling activities or for any illegal purpose.

16. Customer Representations and Agreements; Indemnity.

- a. Customer represents to Bank and agrees that (i) each person shown as the Receiver on an Entry received by Bank from Customer has authorized the initiation of such Entry and the crediting or debiting of the Receiver's account in the amount and on the Effective Entry Date shown on such Entry; in the case of IAT Entries, the Receiver's authorization complies with the laws and payment system rules of the non-U.S. receiving country as well as the Rules; (ii) such authorization is operative at the time of transmittal, crediting or debiting by Bank as provided herein, (iii) Entries transmitted to Bank by Customer are limited to the types of Credit Entries and Debit Entries permitted by Bank and comply with the provisions of United States law, (iv) Customer will perform its obligations under this ACH Addendum in accordance with all applicable laws and regulations, and (v) Customer shall be bound by and comply with the Rules as in effect from time to time, including, without limitation, the provision thereof making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry; and specifically acknowledges that it has received notice of that Rule and of the fact that, if such settlement is not received, the RDFI will be entitled to a refund from the Receiver of the amount credited and Customer shall not be deemed to have paid the Receiver the amount of the Entry. While the Rules state that a consumer has sixty (60) calendar days from the original date of the entry to return an unauthorized debit item, Regulation E states that the consumer has sixty (60) calendar days from the statement date to return the Entry. For Entries to consumer accounts governed by Regulation E, Originator will be obligated to honor the unauthorized return Entry according to the Regulation E time frame.
- b. With respect to IATs, Customer further represents and warrants to Bank and agrees that Customer shall (i) classify and format payments transmitted to or received from a financial agency outside the U.S. as IATs in accordance with the Rules; (ii) provide data necessary to accompany the transaction in compliance with the Bank Secrecy Act's "Travel Rule" so that all parties to the transaction have the information necessary to comply with applicable U.S. legal requirements, including without limit the programs administered by OFAC; and (iii) screen IATs prior to transmitting any IAT Entries to us in accordance with the requirements of OFAC and otherwise comply with OFAC sanctions.
- c. Customer further agrees with respect to IATs that (i) Customer bears all risk that the laws of the receiving foreign country prohibit or otherwise preclude the processing, settlement, or transfer of the proceeds of the Entry, including through blocking or other sequestration or seizure of funds (collectively, "**IAT Prohibitions**"); and (ii) unless Company and Bank have expressly agreed otherwise in writing, Customer bears and assumes all risk and liability arising from foreign exchange conversion relating to any IAT.
- d. Customer agrees that in the event any fine, penalty or other liability (collectively "**Fines**") is imposed or assessed by NACHA against Bank as a result of the violation of any of the Rules, should such violation result from any action or inaction on the part of Customer or any violation by Customer of any provision of the Master Service Agreement, this ACH Addendum, the Synovus Gateway Addendum (as applicable), or of any provision of the Rules, then, unless otherwise prohibited by the Rules, Customer shall immediately upon notification by Bank reimburse Bank for the full amount of all such Fines. If Customer fails to immediately reimburse Bank for the full amount of such Fines, Bank, in its sole discretion, will have the right to debit Customer's ACH Account or any other account maintained by Customer with Bank or any affiliate of Bank for the full amount of all such Fines.

17. Limitations On Bank's Liability; Indemnity by Customer.

- a. In addition to the Customer's indemnity obligations under the Master Services Agreement and the Synovus Gateway Addendum (as applicable), Customer agrees to indemnify the Indemnified Parties and hold the Indemnified Parties harmless from and against any loss, liability or expense (including attorney's fees and expenses) imposed, won, threatened against or suffered by Bank resulting from or arising out of any claim or court or administrative action by any person or entity contending that Bank has breached any warranties or representations made by (or deemed to be made by) Bank under the Rules or otherwise in any situation in which any warranty or representation is made by Customer to Bank hereunder or under the Rules or otherwise which Bank is relying upon, in whole or in part, in processing any Entry or Entries initiated by or on behalf of Customer. By way of example only, and without in any way limiting the generality of the foregoing indemnification, Customer agrees that if a Receiver or an RDFI questions the authorization of any Entry initiated by Customer, and Customer fails or refuses to provide to Bank originals or copies of authorizations required to be maintained by Customer under the Rules within five (5) Business Days after request therefor by Bank, then Bank shall be fully authorized to credit the amount in question to such RDFI or Receiver and Customer shall immediately reimburse Bank for the full amount thereof, or, in the sole discretion of Bank, Bank may debit the ACH Account of Customer or any other account of Customer with Bank or any affiliate of Bank for such amount and give notice of such debiting to Customer not later than three (3) Business Days after the date on which Customer's ACH Account is debited. Customer further agrees to indemnify the Indemnified Parties from and against any loss, liability or expense (including attorney's fees and expenses) imposed, won, threatened against or suffered by Bank resulting from or arising out of any IAT Prohibition as defined above.
- b. Without limiting any term of the Master Services Agreement, Bank will be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Bank's having exceeded any limitation upon its intraday net funds position established pursuant to present or future Federal Reserve guidelines or in Bank's otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

- c. Subject to the foregoing limitations, Bank's liability (if any) for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of Atlanta for the period involved. At Bank's option, payment of such interest may be made by crediting the ACHAccount.
- 18. File Transmission.** Customers may transmit ACH Entries using any of the methods and Security Procedures currently supported and approved by Bank as referenced in the Security Procedures and Client Administration provisions of the Agreement.
- 19. Compliance with Security Procedures.**
- a. If an Entry (or a request for cancellation of an Entry) received by Bank purports to have been transmitted or authorized by Customer, it will be deemed effective as Customer's Entry (or request) and Customer shall be obligated to pay Bank the amount of such Entry as provided herein even though the Entry (or request) was not authorized by Customer, provided Bank acted in compliance with the Security Procedures. If an Entry (or a request for cancellation of an Entry) received by Bank purports to have been transmitted or authorized by Customer (including, without limitation, any Authorized Representative or Authorized Agent), it will be deemed effective as Customer's Entry (or request) and Customer shall be obligated to pay Bank the amount of such Entry as provided herein even though the Entry (or request) was not authorized by Customer, provided Bank acted in compliance with the Security Procedures with respect to such Entry. If signature comparison is to be used as a part of those Security Procedures, Bank shall be deemed to have complied with that part of such Security Procedures if it compares the signature accompanying a file of Entries (or request for cancellation of an Entry) received with the signature of an Authorized Representative and, on the basis of such comparison, believes the signature accompanying such file to be that of such Authorized Representative.
 - b. If an Entry (or request for cancellation of an Entry) received by Bank was transmitted or authorized by Customer, Customer shall be obligated to pay the amount of the Entry as provided herein, whether or not Bank complied with the Security Procedures with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if Bank had complied with such Security Procedures. Without limiting the foregoing, Bank shall have no liability to Customer with respect to any Erroneous Entry which was in fact transmitted or authorized by Company.
- 20. Inconsistency Of Name and Account Number.** Customer acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, credit or debit of the Entry transmitted by Bank to the Receiving Depository Financial Institution might be made by the Receiving Depository Financial Institution (or by Bank in the case of an On-Us Entry) on the basis of the account number even if it identifies a person different from the named Receiver, and that Customer's obligation to pay the amount of the Entry to Bank is not excused in such circumstances.
- 21. Notification Of Changes; Responsibility of Customer Regarding Refused Notifications of Changes.** Bank shall provide Customer all information, as required by the Rules, with respect to each Notification of Change (NOC) Entry or Corrected Notification of Change (Corrected NOC) Entry received by Bank relating to Entries transmitted by Customer. Bank will provide such information to Customer within two (2) Business Days of the Settlement Date of each NOC or Corrected NOC Entry. Customer shall ensure that changes requested by the NOC or Corrected NOC are made within six (6) Business Days of Customer's receipt of the NOC information from Bank or prior to initiating another Entry to the Receiver's account, whichever is later. If Customer desires to refuse an NOC, then Customer must provide to Bank the reason for the refusal of the NOC, along with the applicable Reason Code as specified in the Rules in order for Bank to notify the RDFI that the NOC has been refused. Not in limitation of any other term hereof, Customer agrees to familiarize itself with all the provisions of the Rules regarding refused NOCs and to comply fully therewith.
- 22. Notices, Instructions, Etc.** Not in limitation of any term of the Master Services Agreement, in all dealings and involvements with Entries from origination through final settlement (including but not limited to the initiation, transmittal and processing of Entries, notifications of rejected or returned Entries, requests for cancellation of Entries, notification of changes, and notification of debiting or crediting the ACH Account), Bank shall be entitled to rely on any notice, instruction or other communication believed by it in good faith to be genuine and to come from Customer (including, without limitation, an Authorized Representative, the Administrator or any Authorized Agent).
- 23. Books and Records; Data Retention; Audit.** Not in limitation of any term of the Master Services Agreement, Customer acknowledges that under the Rules, Customer is required to retain either the original or a microfilm or microfilm-equivalent copy of each authorization of a Receiver for not less than two (2) years after the termination or revocation of the authorization. In the case of TEL Entries, Customer acknowledges that Customer must retain the original or a microfilm or microfilm-equivalent copy of the written notice given by Customer to the consumer confirming the consumer's oral authorization or an original or a duplicate copy of the tape recording of the oral authorization from the consumer to Customer for not less than two (2) years from the date of the authorization. Upon request by Bank, Customer agrees to provide such originals or copies of authorizations within five (5) Business Days after such request to Bank for Bank's own use or for Bank to provide to the RDFI which has requested such originals or copies from Bank. Customer shall retain data on file adequate to permit remaking of Entries for fifteen (15) Business Days following the date of their transmittal by Bank as provided herein, and shall provide such data to Bank upon its request. Upon 48 hours' notice by Bank, Customer shall make all books, records and operations related to the ACH Service or this ACH Addendum available for audit or inspection by Bank, Bank's independent auditors, NACHA or comparable state ACH association, and/or any regulatory authorities having supervisory and/or regulatory oversight or authority over Bank or any part of the ACH Service.
- 24. Interruption of Services.** Without in any limiting the effect of the Force Majeure section of the Master Services Agreement, from time to time Bank may need to temporarily suspend the processing of a transaction, particularly an IAT, for greater scrutiny or

verification, including, but not limited to, suspending processing to review for suspected fraudulent activity or for compliance with the OFAC Rules, and Bank shall be excused if this action causes delay in the settlement and/or availability of the transaction.

- 25. Compliance with Rules and Regulations of the Office of Foreign Assets Control.** Customer acknowledges and agrees that the ACH is subject to the statutory provisions pertaining to, and the rules and regulations issued by, the Office of Foreign Assets Control (“OFAC”) and the U.S. Department of the Treasury’s Financial Crimes Enforcement Network (“FinCEN”), such statutory provisions, rules, regulations and other obligations being collectively hereinafter referred to as the “OFAC Rules.” Customer acknowledges that it has access to the OFAC Rules and will comply with all provisions thereof. In that regard, Customer warrants and represents that neither Customer nor any Receiver from whom authorization has been obtained by Customer to initiate an Entry is on the list issued by OFAC known as the Specifically Designated Nationals and Blocked Persons List (“SDN List”). The United States Department of Treasury (“DOT”) periodically updates the SDN List. Said updates may be obtained by accessing the DOT website at www.treas.gov/ofac. It is the sole responsibility of Customer to obtain the most recent updates to the SDN List and to ensure that any Receiver from whom authorization has been obtained by Customer to initiate an Entry is not on the SDN List. As between Customer and Bank, notwithstanding any other provision of this ACH Addendum to the contrary, Customer shall be fully liable for all violations by Customer of the OFAC Rules, and, without limiting the generality of the foregoing, Customer shall immediately reimburse Bank for the amount of any liability of any nature whatsoever imposed upon Bank by OFAC or under the OFAC Rules resulting from either Customer or any Receiver authorizing Customer to initiate an Entry being on the SDN List.

Synovus Treasury Management Services Bill Payment Services Addendum

- 1. Description of the Bill Payment Service.** You may use the Synovus Gateway™ bill pay service (“Bill Pay Service”) subject to the terms of this Service Addendum and the Agreement into which this Service Addendum is hereby incorporated. You may use the Bill Pay Service to make payments from your designated checking Account (“Payments”) to your vendors and contractors (“Payees”). The terms and conditions of this Service Addendum are in addition to the Agreement and Account Agreements. You acknowledge and agree that the bill pay service provider, and not Bank, is providing the Bill Payment Service; and that all of your rights and remedies regarding errors in connection with the Bill Payment Service or unauthorized payments will be solely against the service provider and not against Bank. You agree that our sole responsibility in connection with the Bill Payment Service is the reasonably diligent selection of the service provider.
- 2. Service Fees.** The fees for the Bill Pay Service are set forth in the Fee Schedule. The applicable fees will be charged whether or not the Bill Pay Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the fees from your designated Account. All of your other Account fees will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.
- 3. Service Set-Up.** You may use the Bill Pay Service to add Payees and set up Payments. All Payees must be located in the United States and all Payments must be made to a Payee location in the United States (including U.S. territories and APOs). Synovus reserves the right to refuse any Payee or Payment at any time for any reason. During the Bill Pay Service set-up process, you will be asked to designate an Account from which funds for your Payments will be withdrawn and into which any funds from erroneous, corrected or rejected Payments will be deposited. By designating such Account, you authorize us to withdraw and deposit funds to this Account in order to make or correct Payments made using the Service and other incorrectly deposited or remitted funds, to deduct applicable fees and to deduct or credit returned Payments.
 - a. **Adding Payees.** If you want to add a new Payee, first select the Payee tab located in the BillPay Service.
 - b. **Payment Set-Up.** You may add a new Payment to a Payee by accessing the Bill Pay Service and entering the appropriate information. Most other additions, deletions, or changes can be made using the service. Synovus is not responsible for Payments that cannot be made due to incomplete, incorrect, or outdated information.
 - c. **Bill Pay Service Information.** You are solely responsible for keeping up-to-date and accurate your Account information, your Payee’s information, your Payment information and any other instructions you provide us with respect to the Bill Pay Service. We may rely on all Payment instructions you provide us and we are not responsible for any issues arising out of errors in any of the foregoing information. We can disclose any of this information to third parties as needed to provide the Bill Pay Service to you. You also agree that we may (i) share with Third Party Service Providers of the Bill Pay Service aggregated, anonymized user behavior information relating to the Bill Pay Service, (ii) permit such Third Party Service Providers to use any such information in an aggregated and anonymous form for data analytics purposes; and (iii) permit such Third Party Service Providers to share the results of any such data analytics with other third parties for any business purpose.
 - d. If you need help with setting up or using the Bill Pay Service, please call us at 1-888-SYNOVUS(1-888-7966887).
- 4. Scheduling Payments.** You may use the Bill Pay Service to set up single and recurring Payments to Payees. By scheduling a Payment, you authorized us and our Third Party Service Providers to withdraw the amount from your designated Account and remit the amount to your Payee, and to deduct any applicable fees for the Bill Pay Service from such Account.
 - a. **Payments.** A Payment will be processed on the business day that you designate as the Payment’s processing date, provided the Payment is submitted prior to the daily cut-off time on that date (“Scheduled Payment Date”). The earliest possible Scheduled Payment Date for each Payee (typically four (4) or fewer Business Days from the current date) will be designated within the Bill Pay Service when you are scheduling the Payment. Therefore, the Bill Pay Service generally will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each

Payee. The daily cut-off time is currently 4:00 pm ET each business day ("Cut-Off Time"). A single payment submitted after the Cut-Off Time on the Scheduled Payment Date will be processed on the next business day. If you designate a non-business day as the Scheduled Payment Date, the Payment will be processed on the first business day *before* the Scheduled Payment Date. For purposes of this Service Addenda, a business day is Monday through Friday except for Federal Reserve banking holidays. Synovus may modify the Cut-Off Time at any time upon notice to you by any means identified in the Agreement.

- b. **Recurring Payments.** When a recurring payment is processed, it is automatically rescheduled by the service. A Scheduled Processing Date is calculated for the next occurrence of the Payment based on your selected frequency settings for the Payment. If the calculated Scheduled Payment Date is a non-business day, the Scheduled Payment Date for the new occurrence of the Payment is adjusted to the first business day prior to the calculated Scheduled Payment Date. Note: If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the Scheduled Payment Date, then the last business day of that month is used as the Scheduled Payment Date.
- c. **Estimated Payment Arrival Dates.** The Bill Pay Service will calculate the estimated arrival date of your Payment. This is only an estimate, so please schedule your Payments to allow ample time for your Payments to reach your Payees. Synovus is not responsible for any late Payments including any late fees or other losses or damages.
- d. **Cancelling a Payment.** A Payment can be changed or cancelled by you at any time prior to the Cut-Off Time on the scheduled processing date. We will use commercially reasonable efforts to cancel a Payment even if you miss the Cut-Off Time if we have not yet begun processing the Payment if you properly submit a request through the Bill Pay Service, but we are not liable to you for any inability or failure to do so. If you need to cancel a Payment to be made by a paper check after the Cut-Off Time on the scheduled processing date, you must submit a stop payment request to us through the Bill Pay Service. Synovus can cancel or reverse any Payment at any time, including because you have insufficient available funds in your designated Account.

5. Additional Bill Payment Service Terms.

- a. **Exception Payments.** We reserve the right to refuse to pay any Payee to whom you may direct a Payment. We will notify you promptly if we decide to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement. We do not recommend use of the Bill Pay Service for tax payments or court-ordered payments and your use of the Bill Pay Service for such payments are at your own risk. In no event will Synovus be liable for any claims or damages resulting from your scheduling of any of these types of Payments. We have no obligation to research or resolve any claim resulting from one of these Payments. All research and resolution for any misapplied, mis-posted or misdirected Payments will be the sole responsibility of you and not of Synovus.
- b. **Stop Payments.** For paper checks that you need to cancel after the applicable Cut-Off Time, you must submit a stop payment request in the Bill Payment Service. We cannot guarantee that the stop payment request will be honored prior to the check being deposited or cashed. If you desire to stop any Payment that has already been processed, you must contact us at 1-888-SYNOVUS (1-888-796-6887). Although we will try to accommodate your request, we will have no liability if we fail to do so. We also may also require you to present your stop payment request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable Fee Schedule.
- c. **Returned or Failed Payments.** You acknowledge that Payees or the United States Postal Service may return Payments to us for various reasons such as, but not limited to, the Payee's forwarding address expired; the Payee account number is not valid; the Payee is unable to locate your account; or your account with the Payee is paid in full. We will use commercially reasonable efforts to research and correct the returned payment and return it to your Payee or void the payment and credit your account. You may receive notification of any such action.
 - 1) You will reimburse us immediately for any losses we sustain due to your failure to comply with this Service Addendum or the Agreement or for any losses we incur arising out of returned or failed Payments or the performance of the Services under this Service Addendum;
 - 2) If we incur a loss due to our performance of Payments for you under this Service Addendum, you will reimburse us immediately upon demand. If you do not reimburse us immediately you agree that we can recoup the funds from any of your Accounts;
 - 3) For any amount not reimbursed to us within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
 - 4) You may be assessed a fee if the transaction is returned because you have insufficient funds in your Account to cover the requested payment. You hereby authorize us to deduct this amount from your designated Account by ACH debit. In addition, our Third Party Service Provider may assess you a fee as a result of the return that is separate from and in addition to any fee assessed by us;
 - 5) You will reimburse us for any fees or costs incurred attempting to collect the amount of the return from you; and,
 - 6) We are authorized to report the facts concerning the return to any credit reporting agency.

- 6. **Liability.** The person entering into this Service Addendum on your behalf hereby represents and warrants to Synovus that such person is duly authorized to execute this Service Addendum on your behalf. You acknowledge and agree that you, through your Administrator, will control access to the Service such that all Payments and Payees will be duly authorized by you prior to being submitted to the Bill Pay Service. You understand that we and our Third Party Service Provider are authorized to follow all Payment instructions submitted by any Authorized User on your behalf. You further agree that in order to process Payments

more efficiently and effectively, the Bill Pay Service may edit or alter Payment data or data formats in accordance with Payee instructions. When the Bill Pay Service receives a Payment instruction from you we are authorized to debit your Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date. You also authorize the Bill Pay Service to credit your designated Account for Payments returned to the Service by the United States Postal Service or by a Payee, or Payments remitted to you on behalf of another authorized user of the Bill Pay Service. Neither we nor our Third Party Service Provider will incur any liability if we are unable to complete any Payments due to any of the following circumstances:

- a. You are responsible if, through no fault of ours or the Bill Pay Service, your designated Account does not contain sufficient funds to complete the Payment or the Payment would exceed the credit limit of your overdraft account, if any;
 - b. The Bill Pay Service is down or not working properly and you know or have been given notice that the Bill Pay Service is not working properly prior to scheduling a Payment or otherwise using the Bill Pay Service;
 - c. You have not provided the Bill Pay Service with the correct Payment information, or the correct Payee name, address, phone number, or account information;
 - d. A Force Majeure has occurred preventing the proper execution of the Payment or other action on the Bill Payment Service.
 - e. You will be responsible for any Payment request you make that contains an error or is a duplicate of another Payment. Synovus is not responsible for any Payments that are not properly scheduled or for Payees that you did not properly add to the service. Synovus' sole responsibility to you for its failure to make a properly scheduled Payment is to make the Payment promptly after notice of the missed Payment.
 - f. We are entitled to rely on any instructions we receive through the Bill Pay Service by a person using your Credentials, whether or not you authorized the instructions. You are responsible for all Payments initiated using your Credentials, whether or not they exceed any limits or restrictions imposed on your Authorized User or Administrator.
7. **Use Rights.** Your Administrator will grant use rights to Authorized Users for the Bill Pay Service. If you want to terminate an Authorized User's right to use the Bill Pay Service, you must do so within Synovus Gateway and the Bill Pay Service.
8. **Termination.** If you or we terminate this Service Addendum or the Agreement Synovus is not responsible for any Payment scheduled to be made before Synovus has a reasonable opportunity to act on the termination. You remain obligated for any and all Payments made by Synovus on your behalf.
9. **Electronic Bill Delivery and Presentment Service ("E-Bills").**
- a. Description of E-Bills. With E-Bills your bills from your participating Payees can be presented to you electronically through Synovus Gatewaysm. Your election to receive an electronic bill from a Payee may result in your ceasing to receive a paper copy of your bill. The Service is a convenience only. You must contact your Payees directly if you do not receive your bills or do not receive your bills on time.
 - b. Information Requirements. E-Bills is unable to update or change your personal information with your Payees, such as, but not limited to, name, address, phone numbers, and email addresses. You are solely responsible for contacting your Payee directly to update your account information with them. Additionally, it is your responsibility to maintain all User IDs and Passwords for all Payee sites. We may need those credentials to access the Payee system on your behalf and you hereby authorize us to do so. You also agree not to use someone else's information to gain unauthorized access to another person's bill. You agree that we may, at the request of the Payee, provide the Payee with your email address, service address, or other data specifically requested by the Payee at the time of activating the E-Bill for that Payee and from time to time thereafter. You agree that we are not responsible for any uses the Payees make of your information.
 - c. Activation. Upon activation of E-Bills, we may notify the Payee of your request to receive electronic billing information. The time for the presentment of your first E-Bill may vary from Payee to Payee and may take up to sixty (60) days. Additionally, your ability to receive a paper copy of your statement(s) in addition to your E-Bill is at the sole discretion of the Payee. While your E-Bill feature is being activated and afterward, it is your sole responsibility to keep your Payee accounts current. Each Payee reserves the right to accept or deny your request to receive E-Bills.
 - d. Authorization to Obtain Bill Data. Your activation of E-Bills for a Payee shall be deemed by us to be your authorization for us to obtain bill data from the Payee on your behalf. For some Payees, you will be asked to provide us with your User ID and Password for that Payee. By providing us with such information, you authorize us to use the information to obtain your bill data each month.
 - e. Notifications. We will use our commercially reasonable efforts to present all of your E-Bills promptly. In addition to notification within Synovus Gateway, we may send an unencrypted email notification regarding the availability of the bill to the email address listed for your account. It is your sole responsibility to ensure that we have a current and accurate email address for you. You may opt out of these email notifications by contacting us at 1-888SYNOVUS (1-888-796-6887). Whether or not you receive any notification that an electronic bill has arrived, it is your responsibility to periodically log in to the Synovus Gateway and check for the delivery of new E-Bills. The time for notification may vary from Payee to Payee. You have the sole responsibility for ensuring timely payment of all bills regardless of whether you receive an electronic bill.

- f. **Cancellation of E-Bills.** Each Payee reserves the right to cancel the presentment of E-Bills at any time. You may cancel E-Bills for some or all of your Payees at any time. It may take up to sixty (60) days, depending on the billing cycle of each Payee for you to stop receiving electronic bills from a Payee. We will notify your Payee(s) about your cancellation and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We are not responsible for presenting or not presenting any electronic bills that are already in process at the time of cancellation.
 - g. **Non-Delivery of Electronic Bills.** You agree that we are not liable for any errors with E-Bills and to hold us harmless should the Payee fail to deliver your bill(s) timely. You have the sole responsibility for ensuring timely payment of all bills. You should keep a copy of each bill. Copies of previously delivered bills must be requested from the Payee directly.
 - h. **Accuracy and Disputes.** We are not responsible for the accuracy of your electronic bills. We are only responsible for presenting the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your E-Bill summary or detail must be addressed with the Payee directly.
 - i. **Your Obligations to Payees.** Synovus is not responsible for any goods or services provided to you by a Payee and your agreement to receive E-Bills does not alter your liability or obligations that currently exist between you and your Payees.
10. **Service Modifications and Service Addendum Amendments.** This Service Addendum and applicable fees and service charges may be amended by us from time to time. In such event, we will provide notice to you. Any use of the Bill Pay Service after we provide such notice will constitute your agreement to such change(s). Further, we may make alterations, updates, additions or changes to the Bill Pay Service at any time. These changes may require you to re-enter your Account or Payee information and may render all such prior versions obsolete. From time to time we may terminate access to earlier versions of the Bill Pay Service in which case we will terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Bill Pay Service's more recent revisions and updates.

Synovus Treasury Management Services Web Image Service Addendum

1. **Acceptance of Web Image Service.** By selecting the Web Image Service (the "Imaging Service") on the Enrollment Form, you agree to the terms of this Imaging Addendum (the "Imaging Addendum") and this Imaging Addendum thereby becomes a part of the Master Services Agreement for Treasury Management Services (the "Master Services Agreement"). The Master Services Agreement, together with this Imaging Addendum, shall constitute one "Imaging Agreement" for the Imaging Service the terms and conditions of which shall be binding upon both parties and shall govern the establishment and continued use by Customer of the Imaging Service. Customer acknowledges the receipt of a copy of this Imaging Addendum and the current Master Services Agreement. This Imaging Addendum is effective as of the date accepted by Bank. Capitalized terms used but not defined herein shall have the meanings provided in the Master Services Agreement. If a discrepancy or inconsistency is determined to exist between the terms of the Master Services Agreement and the terms of this Imaging Addendum, the terms of this Imaging Addendum will control with respect to the Imaging Service, but only to the extent necessary to resolve the discrepancy or inconsistency.
2. **The Imaging Service.** You may use the Imaging Service to view account statements, checks, deposits, and items deposited on each of your Accounts for the Imaging Service as designated in the Imaging Service section of the Enrollment Form. Your account statements, checks, deposits, and items deposited on each of your Accounts are available for review each month in your Imaging Service dashboard for secure log-in and viewing
3. **Retention.** Account statements, checks, deposits and items deposited on each of your accounts are available through this Imaging Service for a period of five (5) years. Bank shall retain original account statements, checks, deposits, and items deposited for a period of seven (7) years. During this retention period, Customer can request images of account statements, checks, deposits and items deposited subject to Bank's associated fees. Bank reserves the right to change retention schedules at any time without notice to Customer.
4. **Review.** Unless otherwise expressly agreed by Bank, Customer understands and agrees that paper statements, checks, deposits, and items deposited on each of your Accounts will no longer be sent by Bank for such Accounts but this does not obviate or relieve Customer of its obligations under the Agreement to examine its statements, checks, deposits, and items deposited on each of your Accounts with reasonable promptness and promptly notify us of any unauthorized payments or alterations (see Section 8 of the Agreement).
5. **Sufficiency of Statement.** Customer acknowledges that the Account information provided is pursuant to this Imaging Addendum shall constitute a sufficient Account statement, as provided in Uniform Commercial Code 4-406, as amended, as well as for purposes of any similar statute, rule, regulation or ordinance of the United States or any State, County, or Municipality. Customer further waives and releases any claim that such Account information does not constitute an adequate Account statement or comply with applicable notice requirements.

**Synovus Treasury Management Services
Accelerate AR Addendum**

Acceptance of Accelerate AR Services. By selecting the Accelerate AR Services (the “**Accelerate AR**”) on the Enrollment Form, you agree to the terms of this Accelerate AR Addendum (the “**Accelerate AR Addendum**”) and this Accelerate AR Addendum thereby becomes a part of the Master Services Agreement for Treasury Management Services (the “**Master Services Agreement**”). The Master Services Agreement, together with this Accelerate AR Addendum, shall constitute one “**Accelerate AR Service Agreement**” for the Accelerate AR, the terms and conditions of which shall be binding upon both parties and shall govern the establishment and continued use by Customer of the Accelerate AR Service. Customer acknowledges the receipt of a copy of this Accelerate AR Addendum and the current Master Services Agreement. This Accelerate AR Addendum is effective as of the date accepted by Bank. Capitalized terms used but not defined herein shall have the meanings provided in the Master Services Agreement. If a discrepancy or inconsistency is determined to exist between the terms of the Master Services Agreement and the terms of this Accelerate AR Addendum, the terms of this Accelerate AR Addendum will control with respect to the Accelerate AR, but only to the extent necessary to resolve the discrepancy or inconsistency.

1. **The Accelerate AR Lockbox Service.** You may use the Accelerate AR Service to have incoming payments sent to your designated post office box for delivery to and processing by Bank for deposit to your Account designated for this purpose in the Accelerate AR section of the Enrollment Form (the “**Lockbox Account**”). The designated post office box will be identified in the Enrollment Form for receipt of payments (the “**Lockbox**”), and you appoint Bank’s service provider (the “**Service Provider**” which is the third party selected by Bank from time-to-time to render Services including those under this Accelerate AR Addendum) as your depository agent for pick up remittance payments from the United States Post Office on a daily basis (excluding Saturdays, Sundays, federal and bank holidays) and processing all remittances received in the Lockbox for deposit to the Lockbox Account. The Post Office Box address is assigned to the Customer as the Post Office Box to be used by Customer’s customers or debtors in making the remittances to be processed to the Lockbox Account. Customer requests Bank to designate a courier (the “**Courier**”) to retrieve the contents of the Lockbox for delivery to Bank’s Partner., all in accordance with Bank’s internally established mail schedules as may be in effect from time to time. Bank may refuse to accept any mail other than the remittance payments described herein, including, without limitation, boxes, packages and C.O.D. mail.
2. **Remittance Processing.** Bank’s Partner will open envelopes as received from the Lockbox and deposit processed remittances to the Lockbox Account. Bank’s Service Provider will endorse the checks received and image the deposited items. You hereby irrevocably make, constitute and appoint Bank’s Service Provider (and all persons designated by us for such purposes) as your true and lawful attorney-in-fact to indorse your name on all remittances processed hereunder. Bank’s Service Provider’s indorsement shall not be a guaranteed indorsement. Bank’s Service Provider will create deposit batches of no more than 300 checks and will deposit the same to the Lockbox Account daily. No deposits will be made on weekends or federal bank holidays. Bank’s Service Provider will use commercially reasonable efforts to process and deposit items on the next Business Day after receipt of items for deposit by Bank at its offices. Any unprocessed remittances will be forwarded to Customer.
3. **Ordinary Care.** In performing the Accelerate AR Service and in the selection and use of facilities, equipment and personnel (including the Courier and Service Provider) required for such performance, and in the custody and safekeeping of materials furnished by Customer to Bank, Bank’s Service Provider shall exercise ordinary care, subject to the limitations set forth in this paragraph or elsewhere in this Accelerate AR Addendum. The parties recognize that there are no commonly accepted established existing industry standards as a standard of ordinary care for the performance of the Accelerate AR Service. Consequently, Customer agrees that Bank and its Service Provider shall be deemed to have exercised ordinary care in the performance of the duties required of them under this Accelerate AR Addendum if they substantially follow the procedures and practices set forth herein and in the Enrollment Form.
4. **Customer Agreements.** Customer agrees to follow the procedures outlined herein and in the Enrollment Form, or as otherwise provided in any Service Procedures, including, without limitation, those relating to document specifications for the remittance documents to be submitted hereunder. Customer will notify its payors to mail their remittances to the Lockbox by means of check, draft or money order and not to send cash or business reply mail or any other correspondence to the Lockbox. Customer acknowledges and agrees that if the performance of the Accelerate AR Service requires data, documents, information or materials of any nature to be furnished by Customer, or requires the assistance or participation of Customer’s personnel, then Customer, at Customer’s sole cost and expense, hereby agrees to furnish all data, documents, information and materials and to perform all such acts and to make appropriate personnel, records, and facilities available to Bank and its Service Provider, all at such times and in such form or manner as may be specified by Bank in order to enable Bank to perform the Accelerate AR Service hereunder. Customer is responsible for all printed forms, envelopes, postage, shipping and material costs and shall reimburse Bank for any expense incurred by Bank for any such items.
5. **Risk of Loss.** Bank shall bear the responsibility for damage, destruction, theft or loss of any remittance payments of Customer which occurs while such payments are in the Bank’s or its Service Provider’s possession; but no such payment shall be deemed to be in Bank’s or Service Provider’s possession until the check or item representing same is actually received and physically held by Bank’s or its Service Provider’s personnel at its respective offices. If a remittance payment is received in the form of cash or in bearer form, Bank or its Service Provider shall make all reasonable efforts to properly process and control same. Neither Bank nor its Service Provider will, however, be responsible for any claimed loss or mysterious disappearance of cash, gift certificates or other payments in bearer form, unless such loss is proven to be the direct result of fraud or theft by an employee or employees of Bank or its Service Provider. In no event shall the Bank or its Service Provider be responsible for the loss, theft or disappearance of remittance payments of any kind or description while such payments are in the possession of the United States Postal Service, Federal Express, the Courier, or any other independent courier.
6. **Changes in Accelerate AR Service.** The processing, crediting and collection of all items will be subject to all Bank rules and regulations applicable thereto and to the terms of the depository account agreement between Customer and Bank with regard to

the Lockbox Account. Bank may change the Accelerate AR Service as provided in the Master Services Agreement and Customer may request changes to or additional services by entering into one or more new Enrollment Forms with Bank, subject to Bank's approval. Customer may change the Lockbox location, add and/or delete Lockbox Accounts by request to the Bank Representative. Such change is subject to approval and will take effect after Bank has received such notice and had a reasonable opportunity to act.

7. **Exception Items Processing:** Customer authorizes and directs Bank to process so-called "exception items" as follows:

- a. Undated items: Bank is authorized to insert the current date and process the item if the date is missing.
- b. Outdated items: Bank may, in its sole discretion, decline to process any item that is dated more than five (5) days after or six (6) months before the processing date.
- c. Inconsistent amounts: If the written amount and the numeric amount of an item differ, and Bank identifies this, Customer authorizes and directs Bank to use the written amount of the check as the paid amount and agrees that Bank will not be held liable for any damages if an encoding error is created. Bank will take reasonable steps to correct any encoding error properly identified by Customer.
- d. Restricted payments: If an item bears a restrictive legend or is accompanied by correspondence purporting to restrict the amount or nature of payment, Customer shall indicate on the Enrollment Form whether Bank is authorized to process the item for payment. Notwithstanding the foregoing, we assume no responsibility or liability for any failure to discover any such restriction or limitation.
- e. Bank will accept and process Canadian items made payable in U.S. funds. Bank will process and deposit the check for the face value of the Canadian item. The check will then be processed through the International Exchange Department to determine the actual amount of the exchange rate. An adjustment will be completed and posted to the Lockbox Account or any other depository account of Customer for the exchange rate difference. All other foreign items will be returned to Customer prior to processing.
- f. Dishonored Items.
 - i. Non-Sufficient Funds ("NSF"): Any NSF item and any item missing an endorsement(s) which can be supplied by the Bank will not be redeposited but will be charged against the Lockbox Account or other depository account of Customer and returned to Customer.
 - ii. Foreign Funds. Bank shall have no responsibility for processing or depositing any items payable in any funds other than United States currency. Consequently, items payable in foreign funds shall be forwarded to Customer unprocessed.

Customer may change designations by request to the Bank Representative. Such change is subject to approval and will take effect after Bank has received such notice and had a reasonable opportunity to act.

**Synovus Treasury Management Services
Accelerate AR Biller/AR Aggregator Services Addendum**

Acceptance of Accelerate AR Biller/AR Aggregator Services. By selecting the Accelerate AR Biller/AR Aggregator Services (the "**AR Biller/AR Aggregator Services**") on the Enrollment Form, you agree to the terms of this Accelerate AR Biller/AR Aggregator Services Addendum (the "**AR Biller/AR Aggregator Services Addendum**") and this Accelerate AR Biller/AR Aggregator Services Addendum thereby becomes a part of the Master Services Agreement for Treasury Management Services (the "**Master Services Agreement**"). The Master Services Agreement, together with this AR Biller/AR Aggregator Services Addendum, shall constitute one "**Accelerate AR Service Agreement**", the terms and conditions of which shall be binding upon both parties and shall govern the establishment and continued use by Customer of the AR Biller/AR Aggregator Services. Customer acknowledges the receipt of a copy of this AR Biller/AR Aggregator Services Addendum and the current Master Services Agreement. This AR Biller/AR Aggregator Services Addendum is effective as of the date accepted by Bank. Capitalized terms used but not defined herein shall have the meanings provided in the Master Services Agreement. If a discrepancy or inconsistency is determined to exist between the terms of the Master Services Agreement and the terms of this AR Biller/AR Aggregator Services Addendum, the terms of this AR Biller/AR Aggregator Services Addendum will control with respect to the AR Biller/AR Aggregator Services, but only to the extent necessary to resolve the discrepancy or inconsistency.

1. **Service Fees.** The fees for the AR Biller/AR Aggregator Service are set forth in the Fee Schedule which is made a part hereof by this reference. The applicable fees will be charged whether or not the AR Biller/AR Aggregator Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the fees from your designated Account. All of your other Account fees will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.
2. **Services Description.**

- a. **AR Biller Services.** The AR Biller Service provides you the ability to process a payment of your customer's bill (each, a "Payment" and collectively, "Payments") by Automated Clearing House ("ACH") and credit/debit card payments via the Internet, touch-tone phone system ("IVR"), real-time payment Application Programming Interface (API), or a web-based customer service representative ("CSR") payment entry interface. Payments submitted by your customers are debited from your customers' designated bank accounts.
- b. At your customer's instruction, Bank will process Payments of your customer's bill. Bank has payment and service systems to maximize the electronic delivery of Payments, and to minimize or eliminate the use of paper checks (the "Systems"). Payment instructions will be processed on the same day as Payment requests are received by Bank from your customers (the "Same-Day Payments"). Terms herein that are specific to Same Day Payments shall apply if Same Day Payments are mutually agreed and implemented by the parties. A "Banking Business Day" is defined as each day, Monday through Friday that is not a Federal Reserve holiday. Payment requests that are received after the mutually agreed cut-off time for a Customer to make a Same Day Payment, or on a day other than a Banking Business Day, are not eligible to be processed as a Same Day Payment. For the purposes of this Agreement, Payments shall include all payments unless specified as solely Same-Day Payments. Bank may revise or update the Services and/or any related documentation and materials at any time upon notice to you.
- c. You acknowledge that Payments will not be transmitted electronically in the following circumstances:
- i. Where the customer utilizes a financial institution that is not accessible through ACH; and/or
 - ii. Where the customer's account number is incomplete, incorrect, or otherwise fails the account number edit procedures established by Bank.
- d. Bank will process Payments and make the relevant Payment data files available to you for posting, and Bank will process Same-Day Payments and make the relevant data files available to you for posting.
- e. You will reimburse Bank for the dollar amount of Payments credited to you and returned unpaid to Bank, irrespective of the reason for the return ("Returned Item"). In the event you fail to reimburse us for such amounts, Bank shall invoice you for all such Returned Items, in which case you shall immediately pay such amounts to Bank.
- f. No Payment transmitted hereunder may be rejected by you unless the remittance data for such Payment is incorrect or incomplete or the account is blocked or closed. As the case may be, you will, or you will cause Bank (upon notice and a reasonable time to act upon such notice) to: (i) retrieve Data File(s) each day; (ii) promptly post the Payments; (iii) return to Bank in a mutually agreed upon format any Payments that cannot be posted; (iv) maintain current contact and notification information with Bank.
- g. YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT THE PAYMENTS YOU MAKE USING THE ELECTRONIC PAYMENTS SERVICES MEET BILL PAYMENT REQUIREMENTS, INCLUDING WITHOUT LIMITATION ANY SECURITY OR REGULATORY REQUIREMENTS OR STANDARDS. IF YOU DETERMINE THAT ANY SUCH PAYMENT DOES NOT MEET SUCH REQUIREMENTS AND STANDARDS, YOU SHOULD NOT USE THE SERVICES FOR SUCH PAYMENT.
- h. You will provide Bank with the following information:
- Your name
 - Your profile (name, address, phone number, fax number)
 - Indicate if you are requesting enrollment for Same-Day Payments
 - Any other information or documentation needed by Bank to provide the Services
- i. You shall not, directly or indirectly: (a) reverse engineer, copy (other than as necessary for you to exploit the license granted above), make derivative works, disassemble, decompile, or modify the Services; or (b) facilitate, create, or maintain any unauthorized connection or access to the Services, including, without limitation, under any circumstance rent, lease, lend, or otherwise provide access to the Services to any third person.
- j. Bank reserves all rights not expressly granted to you. Bank shall have the right to limit or suspend access in accordance with this Agreement.
- k. Each party will comply with all laws, rules, and regulations that apply to its business and these Services, including without limitation: (i) the ACH Rules published by the National Automated Clearing House Association, (ii) any and all sanctions or regulations enforced by the Office of Foreign Assets Control of the United States Department of Treasury, (iii) the USA Patriot Act, the federal Bank Secrecy Act, and any implementing regulations as may be in effect from time to time, and (iv) any and all statutes or regulations of any state relating to money transmission, as the same may be amended and in effect from time to time. You will maintain all licenses and registrations that are necessary for your business.
- l. In addition to payment of Fees, you shall be responsible for any taxes or other expenses, fees, and charges imposed by a governmental agency arising out of or incidental to Bank's or your use of the Service ("Expenses"), excluding taxes, expenses, fees or charges based on the income or property of Bank. You are responsible for the payment of all Expenses, provided that Bank submits an invoice to you for such amounts, along with supporting documentation, and shall reimburse Bank for those Expenses that Bank is required to remit on your behalf.

- m. Telecommunication costs are your responsibility. Should out-of-pocket telecommunication costs be incurred by Bank, they will be documented and invoiced to you at cost. Bank will provide notice to you prior to any such cost being incurred.
- n. Mutually Agreed Upon Operational Details: The maximum amount of each Payment to be remitted electronically through the Service (excluding Same-Day Payments) will be determined pursuant to the applicable Agent Authorization Agreement agreed to between you and Bank.
- o. TERM AND TERMINATION.
 - i. If at any time Bank discovers or suspects you have not complied or are not complying with applicable laws, rules, or regulations, you are involved in any fraudulent or illegal activity, you no longer meet Bank's or Bill Payment Vendor's (or its processors' or routing banks') Merchant requirements, or otherwise pose risk to Bank, Bank shall in its sole discretion have the right to terminate this Agreement immediately upon notice
 - ii. In the event you owe us any amounts hereunder upon termination (including without limitation for Reversed Items) and Bank is unable to obtain such amounts, you shall pay such amounts to us promptly upon notification.

**Synovus Treasury Management Services
Accelerate AR eLockbox Services Addendum**

Acceptance of Accelerate AR eLockbox Services. By selecting the Accelerate AR eLockbox Service (the "eLockbox Service") on the Enrollment Form, you agree to the terms of this Accelerate AR eLockbox Service Addendum (the "eLockbox Addendum") and this eLockbox Addendum thereby becomes a part of the Master Services Agreement for Treasury Management Services (the "Master Services Agreement"). The Master Services Agreement, together with this eLockbox Addendum, shall constitute one "eLockbox Agreement" for the eLockbox Service, the terms and conditions of which shall be binding upon both parties and shall govern the establishment and continued use by Customer of the eLockbox Service. Customer acknowledges the receipt of a copy of this eLockbox Addendum and the current Master Services Agreement. This eLockbox Addendum is effective as of the date accepted by Bank. Capitalized terms used but not defined herein shall have the meanings provided in the Master Services Agreement. If a discrepancy or inconsistency is determined to exist between the terms of the Master Services Agreement and the terms of this eLockbox Addendum, the terms of this eLockbox Addendum will control with respect to the eLockbox Service, but only to the extent necessary to resolve the discrepancy or inconsistency.

1. **Description.** The eLockbox Service provides you with the ability to receive payments electronically that are initiated by your customers through an online banking application or through a bill payment service provider (each a "Payment Provider") and you are able to assign or reject payments prior to receiving the data and funds into the designated checking Account. The payment details will be consolidated and made available to you via an online portal. Payment funds are transmitted via ACH to the designated checking Account. In order to use the eLockbox Service, you must enroll in the eLockbox Service by completing the Enrollment Form.
2. **Payment Data.** Bank agrees to capture, combine and reformat electronic payment and remittance data originated by your customers through online banking or bill payment services at other financial institutions ("Payment Data"). You expressly authorize Bank and its service provider to accept and process the Payment Data and payment funds, such that the receipt of such Payment Data and payment funds by Bank or its service provider shall be deemed to be the same as receipt of such Payment Data and payment funds by you yourself.
3. **Client Responsibilities.** You will designate a checking Account for the eLockbox Service on the Enrollment Form and will provide Bank with the information required for Bank to create the functionality of the eLockbox Service. You are solely responsible for providing Bank with updated information with respect to the customer information required by Bank to provide the eLockbox Service, and for any damages incurred as a result of failure to update such information in a timely manner. You are solely responsible for (i) obtaining and maintaining all system interface (e.g., hardware/software, communication) access to enable you to receive the eLockbox Service; (ii) obtaining appropriate contractual and other required authorizations from, and, as necessary, providing appropriate notices to, your customers; and (iii) complying with all contractual and other obligations you owe to your customers. You are also responsible for ensuring the accuracy of all data and information, instructions, and representations supplied in connection with the eLockbox Service. Bank is not responsible for detecting any errors in the Payment Data. You agree that you shall use the online portal to assign or reject all Payment Data within two (2) business days after Bank transmits remittance data to you. You agree to cooperate with Bank in resolving any incorrect, incomplete or invalid data. After two (2) business days, any non-assigned payments may be automatically rejected and returned to your customer. You further agree that Bank will, and you direct Bank to, initiate an ACH debit to your Account for the amount of all invalid remittances which fail to be resolved according to the provisions of this Section. You will reimburse Bank for the dollar amount of Payments credited to you and returned unpaid to Bank, irrespective of the reason for the return. In the event you fail to reimburse us for such amounts, Bank shall invoice you for all such returned items, in which case you shall immediately pay such amounts to Bank.
4. **Bank Responsibilities.** Bank shall deliver or provide access to Payment Data, according to the format, schedule and via the method of electronic transmission agreed upon by the parties. Any changes to the formats or methods shall only be made upon mutually acceptable terms and conditions and at Bank's then-current rates. Requests by you for additional records and information are subject to the mutual agreement of the parties and you will be responsible for Bank's costs in creating and delivering such additional records. Bank's obligation to perform any eLockbox Service is subject to your timely performance of all activities on which Bank's performance depends. Bank will credit the designated Account in an amount equal to the payment received and debit the Account in an amount equal to any returns or reversals. You acknowledge that payments will not be transmitted electronically in the following

circumstances: (i) where the customer utilizes a financial institution that is not accessible through ACH; and/or (ii) where the customer's account number is incomplete, incorrect, or otherwise fails the account number edit procedures established by Bank.

5. **Payment Provider Reliance.** You acknowledge and agree that Bank's ability to process payments under the eLockbox Service in a timely and accurate manner is dependent upon data being provided by a third-party payment provider of your customers. Bank shall not be liable to you for any delays or failure to complete any aspect of the eLockbox Service in the event the Payment Provider networks or communications system is terminated or interrupted for any reason. Bank assumes no responsibility for the accuracy, timeliness or the completeness of the Payment Data delivered from the Payment Provider to Bank.
6. **Settlement.** If the Payment Data contains valid remittance account numbers, funds will be credited to your Account on the next business day following receipt of the Payment Data. Each credit so posted is subject to receipt of good and available funds. Prior to the credit to your account, you agree that your funds may be commingled with funds of third parties.
7. **Service Fees.** The fees for the eLockbox Service are set forth in the Fee Schedule which is made a part hereof by this reference. The applicable fees will be charged whether or not the eLockbox Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the fees from your designated Account. All of your other Account fees will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.
8. You shall not, directly or indirectly: (a) reverse engineer, copy (other than as necessary for you to exploit the license granted above), make derivative works, disassemble, decompile, or modify the Services; or (b) facilitate, create, or maintain any unauthorized connection or access to the eLockbox Services, including, without limitation, under any circumstance rent, lease, lend, or otherwise provide access to the Services to any third person.
9. Each party will comply with all laws, rules, and regulations that apply to its business and these eLockbox Services, including without limitation: (i) the ACH Rules published by the National Automated Clearing House Association, (ii) any and all sanctions or regulations enforced by the Office of Foreign Assets Control of the United States Department of Treasury, (iii) the USA Patriot Act, the federal Bank Secrecy Act, and any implementing regulations as may be in effect from time to time, and (iv) any and all statutes or regulations of any state relating to money transmission, as the same may be amended and in effect from time to time. You will maintain all licenses and registrations that are necessary for your business

Synovus Treasury Management Services Accelerate AR Match (Payment Reassociation & Invoice Matching) Addendum

Acceptance of Accelerate AR Match Services. By selecting the Accelerate AR Match Services which includes Payment Reassociation & Invoice Matching (the "**Match Solution Services**") on the Enrollment Form, you agree to the terms of this Accelerate AR Match Services Addendum (the "**AR Match Services Addendum**") and this AR Match Services Addendum thereby becomes a part of the Master Services Agreement for Treasury Management Services (the "**Master Services Agreement**"). The Master Services Agreement, together with this Accelerate AR Addendum, shall constitute one "**AR Match Services Agreement**" for the AR Match Services, the terms and conditions of which shall be binding upon both parties and shall govern the establishment and continued use by Customer of the Match Solution Services. Customer acknowledges the receipt of a copy of this Match Solution Services Addendum and the current Master Services Agreement. This Match Solution Services Addendum is effective as of the date accepted by Bank. Capitalized terms used but not defined herein shall have the meanings provided in the Master Services Agreement. If a discrepancy or inconsistency is determined to exist between the terms of the Master Services Agreement and the terms of this Match Solution Services Addendum, the terms of this Match Solution Services Addendum will control with respect to the Match Solution Services, but only to the extent necessary to resolve the discrepancy or inconsistency

1. **Description of the Match Solution Services.** This payment reassociation and invoice matching service offering is provided to help further automate receivables processing and cash application by significantly reducing manual processes. The Match Solution Services will automate receivables payments through two main processes. The first process will match receivables payments (i.e. ACH, wire) to an email containing the remittance advice details (i.e. invoice numbers, dollar amounts) ("**Payment Reassociation**"). Within the email, the remittance advice details can be in the body of the email or in attached PDFs or spreadsheets. The second process extracts the remittance details from the remittance advices and matches the extracted data to open invoice files and history from previous payments. Additionally, this process generates an updated posting file for further import to the End User's Enterprise Resource Planning ("ERP") system(s) ("**Invoice Matching**").
2. **Payment Reassociation.** Payment Reassociation will be processed as follows:
 - i. Customer will forward emails that contain remittance advice details to Bank's Partner (as defined in the Accelerate AR Addendum and includes the Services under this AR Match Services Addendum). Details may be included within the body of the email as well as attachments in various formats, including but not limited to PDF and CSV (Comma Separated Values). Emails and any corresponding attachments and imported documents (collectively "**Remittance Items**") will be routed into the Partner's Remittance Processing System (the "**Match System**"). Remittance Items are matched to payments, and any unassociated Remittance Items remain in the Match System until they are matched.
 - ii. Partner will create an email address for receipt of Remittance Items into the Match System. The email address provided cannot be used for correspondence, and Partner will not be able to forward and/or reply to emails received at this designated email address.

- iii. Partner will attempt to extract certain information from the Remittance Items to assist with the payment reassociation process. If Partner cannot extract information from the Remittance Items to assist with the payment reassociation process it will place exception items into the Match System for you to work the exception.
 - iv. Customer will upload payment files to a secure FTP site provided by Partner. Payment files will contain payments received by your financial institution. Partner will provide various options for the End User to import payment files into the Match System.
 - v. Customer will upload open invoice files to secure FTP site provided by Partner daily. The Payment Reassociations service uses secure FTP to send and receive files from Customer.
 - vi. All payment files and open invoice files uploaded to the secure FTP site provided by Partner shall be considered your Confidential Information under the Agreement.
3. **Invoice Matching.** Once the Remittance Items are matched to the payments, the next process is to apply the cash. The Match System uses the open invoice file and history to automate invoice matching and cash application. The Match System opens the emails and any attachments and automatically runs recognition tools to read each Invoice record and the dollar amount associated to each invoice record. If the invoice records validate meaning they match and balance then it is marked completed and available for automated posting. If any items do not match, are not recognized or do not balance then you can correct the items within the System and once corrected they are available for posting.
 4. **AR Posting Files.** Partner will provide AR posting files for import into your ERP system(s) for payment posting.
 5. **Correspondence.** Any Remittance Items that include non-payment related documents will be stored for review and available within the Match System for viewing.
 6. **Service Fees.** The fees for the Match Solution Services are set forth in the Fee Schedule. The applicable fees will be charged whether or not the Match Solution Services was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the fees from your designated Account. All of your other Account fees will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

Synovus Treasury Management Services Check Image Deposit Addendum

1. **Acceptance of Check Image Deposit Services.** By selecting the Check Image Deposit Services (the “**CID Service**”) on the Enrollment Form, you agree to the terms of this Check Image Deposit Services Addendum (the “**CID Addendum**”) and this CID Addendum thereby becomes a part of the Master Services Agreement for Treasury Management Services (the “**Master Services Agreement**”). The Master Services Agreement, together with this CID Addendum, shall constitute one “**CID Service Agreement**” for the CID Service, the terms and conditions of which shall be binding upon both parties and shall govern the establishment and continued use by Customer of the CID Service. Customer acknowledges the receipt of a copy of this CID Addendum and the current Master Services Agreement. This CID Addendum is effective as of the date accepted by Bank. Capitalized terms used but not defined herein shall have the meanings provided in the Master Services Agreement. If a discrepancy or inconsistency is determined to exist between the terms of the Master Services Agreement and the terms of this CID Addendum, the terms of this CID Addendum will control with respect to the CID Service, but only to the extent necessary to resolve the discrepancy or inconsistency.
2. **The CID Service.** The CID Service consists of you capturing images of checks (reference in this CID Service Addendum to “Check” shall include, but not be limited to, two-party checks of which you are the payee as well as cashier’s checks, teller’s checks, money orders and bank drafts (including, but not limited to official checks), in each case payable to you or payable to your customer and endorsed by your customer to you) payable to you or endorsed to you which you desire to deposit in your Designated Account (herein so called and defined below) with us by scanning such checks which are then converted to images and transmitted electronically by you to us for deposit into your Designated Account. With regard to third-party checks (meaning checks payable to your customer and endorsed by your customer to you), you agree not to utilize the Services if the check in question contains more than a single endorsement by your customer to you. The Designated Accounts to which deposits may be made are identified in the Check Image Deposit Services section (the “CID Section”) of the Enrollment Form.
3. **Operating Environment.**
 - a. In order to use the CID Service, you must have the following: (i) a personal computer (“PC”); (ii) a secure (encrypted) web browser; and (iii) Internet access through an Internet Service Provider (ISP). You agree to provide reasonable protection against computer intrusions and data exfiltration, including, without limitation, firewalls, current and regularly updated malware protection services (such as anti-virus and anti-spyware defense and regular scanning) and prompt implementation of security-relevant software upgrades (such as patches, service-packs and hot fixes). Bank may change these requirements from time to time by posting any change on the Web Site or other notice to you.
 - b. You must provide us with written notice identifying the scanner and software you will use for the CID Service prior to beginning use of the CID Service (respectively the “**Identified Scanner**” and “**Identified Software**”).
 - c. Except as provided herein, we are not responsible for any loss, damage or injury whatsoever resulting from:
 - 1) An interruption in your electrical power or telephone or Internet service;
 - 2) The disconnecting of your telephone line by your local telephone company or deficiencies in line quality; The

- disconnecting of your electrical service by the provider of electrical power to you;
- 3) Any defect or malfunction of your computer, modem, or system, or any equipment or other devices utilized in connection with initiating a payment or transfer, or telephone line or Internet access;
 - 4) Any malicious software or code, computer virus or worm or other disabling procedure, whether present on your computer, network, system or equipment, or on ours;
 - 5) Your choice of hardware and/or software to be utilized by you for implementation of the CID Service; or
 - 6) The sufficiency of the hardware and/or software you have chosen to be utilized by you for implementation of the Service, and your maintenance of the hardware and/or software, including, without limitation, all upgrades or replacements thereof.
- d. We are not responsible for any services relating to your computer other than those, if any, specified in this CID Service Addendum.
4. **Statements.** All of your deposits made through the CID Service will be described in your periodic Account statements. You agree that no other notice is required with respect to deposits made through the CID Service.
 5. **Availability of Services.** The CID Service is available 24 hours a day, seven days a week, except during maintenance periods and during periods when the CID Service is temporarily interrupted as a result of power outages, equipment and/or software malfunctions or failures. We will not be liable under this CID Addendum for failure to provide access. Subject to applicable law, we reserve the right to modify, suspend, or terminate access to all or any part of the CID Service at any time and for any reason without notice or refund of previously incurred fees. We will attempt to notify you in the event of any technical difficulties or other occurrence that may impede the ability to submit deposits for a prolonged period of time.
 6. **Required Equipment and Software.** In order to use the CID Service, you must scan the front and back of each Check using the Identified Scanner. The Identified Scanner shall endorse each Check for deposit only to your Account prior to making the image of the Check. The Identified Scanner shall fully capture the image of each of the Checks to be deposited; such images are then transmitted to us at Synovus Gateway or other Web Site designated by us for this purpose using the Identified Software approved by us which you have installed or have had installed on your PC. We may modify minimum hardware and software requirements for using the CID Service upon notice to you and you agree to comply with the minimum hardware and software requirements as specified by us from time to time. The Identified Scanner and Identified Software shall be purchased or leased by you at your sole expense. You agree to maintain the Identified Scanner and Identified Software and to acquire all upgrades or replacement versions thereof at your sole expense. You agree not to use the Identified Scanner or Identified Software for any other purpose other than those set forth herein.
 7. **Transmission of Images.** Customer will visually examine the images and re-scan images which are totally or partially unreadable, verify and validate the total of the deposit, and transmit the images using one of our secure file transmission methods. You acknowledge and agree that in no event shall any deposit being made hereunder be deemed received until such time as you receive a confirmation of the deposit via email from us. Email confirmation shall be provided to the Administrator.
 8. **Your Representations and Warranties.** As of each date that a Check is scanned, you represent and warrant to us that: (a) each Check is an "item" (as defined in Article 4 of the Uniform Commercial Code) and is acceptable for deposit under the Account (herein so called and being the deposit account agreement controlling the commercial checking accounts maintained by Customer with Bank); (b) the Check contains a pre-printed serial number; (c) the Check is accurate, complete, and authentic; (d) the Check was completed and duly signed by the drawer, who is the drawer named on the Check and is not your owner, principal, employee or affiliate; (e) the Check is drawn on a bank or financial institution located in the United States and the drawer is a United States resident; (f) the Check amount is in the exact amount of the goods or services purchased; (g) the goods or services have been delivered to the drawer and have not been returned or disputed; (h) the Check has not been previously scanned or otherwise submitted for deposit; (i) the Check does not contain computer viruses or other harmful, intrusive, or invasive codes; and (j) the Check has been duly endorsed by you. In addition, you make the same representations and warranties to us with regard to each Check transmitted by you through the Service pursuant to this CID Addendum as you would make under the Uniform Commercial Code if you presented the original check or other item to us, rather than the Checks.
 9. **Deposit Services.** If after examination of the Check, we determine that you have processed and transmitted the Check in accordance with the Service Procedures and the Check meets the requirements of this CID Addendum, we will then process the Check for deposit to the designated Account. We will send confirmation messages to you of deposits received. If you do not receive our notice of receipt within one hour of transmission, you agree to contact your Bank Representative immediately. You agree to retain the originals of all imaged Checks for forty-five (45) days after the date of validation thereof by us and at the end of said 45-day period; you will shred the originals of all such imaged Checks. You agree to safeguard the originals of such imaged Checks until such time as they have been shredded. You agree that we will have no liability or responsibility for any failure to detect duplicate Checks, fraudulent Checks or any errors in Checks or for verifying any dates or data, and that we shall disregard any restrictive notation of any kind.
 10. **Location and Time of Deposit; Cut-Off Time and Deposit Limit.** Checks shall be deemed received by us for deposit when actually received at our location designated for that purpose, subject to the next two sentences. Checks must be received by us no later than the cut-off time specified in the Service Procedures (the "**Cut-Off Time**"). Checks which are received after the Cut-Off Time shall be deemed to have been received on the Business Day following the Business Day on which the Checks are actually received by us. We may, at our option, set a daily dollar amount threshold ("**Deposit Limit**"), and may refuse to accept Checks that exceed the Deposit Limit, or we may accept and process the Checks, in our sole discretion. If we establish a Deposit Limit, you agree not to exceed the Deposit Limit. We reserve the right to change the Deposit Limit and Cut-Off Time, in our sole discretion. Such modifications will be effective immediately and may be implemented prior to your receipt of the newly established Deposit Limit or Cut-Off Time.

11. **Provisional Credit for Deposits.** Upon acceptance of the Checks, the Designated Account will be granted provisional credit for the total amount of the processed Checks on the next Business Day. The provisional credit means that the credit is made to the Designated Account subject to final payment of the Checks and will be made available as defined under the terms and conditions of our funds availability policy, the Account Agreement, and applicable law.
12. **Responsibility for Multiple Deposits of the Same Check.** You acknowledge and agree that you will bear sole responsibility and liability in the event of multiple deposits of the same Checks using the CID Service, whether such multiple deposits or payments are intentional or unintentional and whether resulting from fraud or for any other reason whatsoever, and whether such multiple deposits are made electronically or as paper checks with us or any other financial institution, and you shall take all necessary steps to avoid multiple deposits of the same Check. You agree that the aggregate amount of all such Checks which are deposited more than once shall be debited against your Designated Account, and to the extent funds in your Designated Account are insufficient to cover such amount, then any balance shall be debited by us against any of your other accounts as determined by us, in our sole discretion. You further acknowledge that you are fully responsible for the original Checks which are imaged and deposited using the CID Service and that the liability to the maker of any Check so imaged which may result from your use of the CID Service or from the necessity of our printing substitute checks from the images thereof transmitted by you to us shall be solely your liability and that we shall have no liability whatsoever therefore. You agree that we have no liability or responsibility for any failure to detect a duplicate Check.
13. **Image Quality.** You acknowledge that you are solely responsible for the quality of the image of each Check scanned by you for deposit to your Designated Account. If we determine, in our sole discretion, that the image quality of any Check electronically transmitted by you to us to be deposited to your Designated Account is such that any such Check cannot be processed ("**Rejected Check**"), then you may either re-image the check and resubmit same for deposit to your Designated Account or you may deposit the original of any such Rejected Check. In no event shall we be obligated to process any imaged Check for deposit to your Designated Account unless the image quality thereof is acceptable to us, in our sole discretion, regardless of the number of times you may re-image and resubmit such re-imaged Check for deposit. You acknowledge and agree that we operate under the policy that the legal amount recognition ("**LAR**"), meaning the amount of the check written in words, shall prevail over the character amount recognition ("**CAR**"), meaning the amount written in numbers, in determining the correct amount of any Check scanned and submitted electronically by you for deposit in your Designated Account, and you agree to be bound by the amount as so determined.
14. **Presentment of Checks.** Unless otherwise agreed to in writing by us, we will, in our sole discretion, determine the manner in which Checks shall be presented for payment to the drawee bank. Likewise, we will, in our sole discretion, select the clearing agents used to collect and present the Checks and our selection of the clearing agents shall be considered to have been designated by you. We shall not be liable for the negligence of any clearing agent. You agree to be bound by any agreements entered into by and between us and any clearing agents and you agree to be bound by all clearinghouse Rules and Regulations, including, without limitation, Regulations of the Board of Governors of the Federal Reserve, Federal Reserve Customer Operating Circulars, and Rules of the National Item Exchange, Small Value Payments Company, Viewpointe and Endpoint Exchange or other clearinghouse association of which we may be a member or to which Rules we have agreed to be bound.
15. **Physical Delivery.** You agree that in the event that you are not able to capture, balance, process, or otherwise transmit Checks to us for any reason, including, without limitation, communications, equipment or software outages, interruptions or failures, you will transport the physical checks and deposits to our branch office and deposit the original checks in person until such time that the outage or other interruption can be identified and resolved. The deposit of original checks at our office shall be governed by the terms and conditions contained in the Account Agreement and not by the terms of this CID Addendum.
16. **Returned Checks.** We will process and return unpaid Checks in accordance with applicable laws and regulations. If Checks previously deposited are dishonored and returned unpaid by the drawee bank, you understand and agree that, since you either maintain the original Check or have destroyed the original Check in accordance with this CID Addendum, the original Check will not be returned and we may charge back an image of the Check to the Designated Account to which the Check was deposited. You understand and agree that the image may be in the form of an electronic or paper reproduction of the original Check or a substitute check.
17. **Your Additional Obligations.** You agree to perform or observe the following obligations with respect to the CID Service:
- a. You agree to maintain policies, procedures and audit practices sufficient to ensure that the Checks captured and transmitted through the Service meet all of the requirements for legal equivalence under the Federal Check Clearing for the 21st Century Act ("**Check 21 Act**") and will maintain operating procedures to ensure that the original checks and substitute checks are stored and destroyed in a timely manner and as otherwise required by this CID Addendum, subject to the record retention requirements of this CID Addendum, so as to prevent the representation of a check that a bank, drawer, drawer or endorser has paid. Without limiting the generality of the foregoing, with regard to each image of each Check through the CID Service, you make the same warranties to us that a bank that transfers, presents or returns a substitute check and receives consideration for the check makes to the transferee, any subsequent collecting or returning bank, the depository bank, the drawee, the drawer, the payee, the depositor, or any endorser under the Check 21 Act.
 - b. You shall use commercially reasonable security methods to securely store the Checks and all banking information related thereto, and limit access thereto to authorized personnel. Not in limitation of the foregoing, you shall consider whether the following security measures are appropriate and, if so, adopt those appropriate measures;
 - c. Access controls on customer information systems, including controls to authenticate and permit access only to authorized individuals and controls to prevent employees from providing customer information to unauthorized individuals who may

seek to obtain this information through fraudulent means;

- d. Access restrictions at physical locations containing customer information, such as buildings, computer facilities, and records storage facilities to permit access only to authorized individuals;
 - e. Encryption of electronic customer information, including while in transit or in storage on networks or systems to which unauthorized individuals may have access;
 - f. Procedures designed to ensure that customer information system modifications are consistent with your security program;
 - g. Dual control procedures, segregation of duties, and employee background checks for employees with responsibilities for or access to customer information;
 - h. Monitoring systems and procedures to detect actual and attempted attacks on or intrusions into customer information systems;
 - i. Response programs that specify actions to be taken when you suspect or detect that unauthorized individuals have gained access to customer information systems, including appropriate reports to regulatory and law enforcement agencies;
 - j. Measures to protect against destruction, loss, or damage of customer information due to potential environmental hazards, such as fire and water damage or technological failures; and
 - k. Use of the CID Service is also subject to the applicable Service Procedures, and subject to the provision of specific information required by Bank from time to time to process the CID Service. You agree that the CID Service will be used only for valid commercial purposes in the ordinary course of your business and not for personal, family, or household purposes
 - l. or for any person or entity other than Customer. The terms and conditions of your respective Account agreements with us will also govern your Account relationships with us.
- 18.** In addition, you agree to train staff to implement these measures and regularly test the key controls, systems, and procedures, as determined by your risk assessment. Tests should be conducted or reviewed by independent third parties or staff independent of those that develop or maintain the security measures.
- a. On request, you agree to provide us or our authorized representative with access to data in storage that exhibits evidence of a programming error. You further agree to provide sufficient access to your computers and sufficient computer time during mutually convenient times to enable us or our authorized representative to duplicate the problem, determine whether it results from the Identified Software, and after corrective action or replacement has taken place, determine that the problem has been corrected.
 - b. You shall promptly notify us in the event of an actual or suspected security breach or misuse of the CID Service or of any breach of your confidentiality obligations hereunder and shall cooperate with us to minimize the effect of such event.
 - c. You acknowledge that Federal Reserve Regulation CC applies to the CID Service.
- 19. Software.** You may utilize any software to transmit image files to us, so long as it is Identified Software and the file transmitted to us is in compliance with the x9.37 format and approved by us. The Identified Software shall be purchased or leased by you at your sole expense. You agree to maintain the Identified Software and to acquire all upgrades or replacement versions thereof at your sole expense. We retain the right to specify different software for use by you in connection with the CID Service, and you agree to acquire and substitute such new or upgraded software not later than the installation date specified by us.
- 20. Internet Security.** You agree to employ a commercially reasonable security technology for transmitting the check images and deposit data to us. In the event of a change in the commercially reasonable standard as a result of technological advancements, you agree to use such security technology as appropriate to satisfy the more current commercially reasonable standard. You agree to audit your security practices and otherwise comply with our rules pertaining to Internet security as set forth in the Service Procedures. You acknowledge and agree that such rules may be modified by us, at any time upon notice to you. You agree that if your email system blocks email which is blacklisted by your firewall or any other software, you will assure that our domain is not on any such blacklist and that emails originated from our domain are accepted by your email system.
- 21. Foreign Checks.** Under no circumstances may any foreign checks (meaning a check drawn on or issued by a bank or other financial institution which is not domiciled within the United States or a territory or possession of the United States which clears through the Federal Reserve System) be transmitted through the CID Service.
- 22. Audits/Monitoring.** Upon 48 hours' notice from Bank, you agree to make your books, records and operations related to handling, storing and/or disposing of Checks available for audit or inspection by Bank, Bank's independent auditors and/or any regulatory authorities having supervisory and/or regulatory authority over Bank.
- 23. Limitation of Liability.** In addition to and not in limitation or lieu of any limitation of liability or disclaimer in the Master Services

Agreement or disclaimer in this CID Addendum you further agree that you shall remain liable for and that we shall not be accountable to you for any Check that is not received by us or is intercepted or altered by an unauthorized third party. You agree that we shall have no obligation to accept a Check and therefore may reject any Check you submit. We have no obligation to notify you of the rejection of any Check but will make reasonable efforts to do so. We shall have no liability to you for rejection of any Check or for failure to notify you of a rejection. We are not responsible for detecting any errors contained in any Checks created by you and transmitted to us. We are not responsible for examining the Checks to verify any data or dates and will disregard any restrictive notation of any kind. Upon receipt of the Checks, we may examine the Checks to ensure that you have followed the Service Procedures. If you have not followed the Service Procedures or if errors exist in the Check or data contained in the Check, we may, in our sole discretion, reject and not accept the Check or elect to accept and process the Check. We may, at our option and solely for our benefit, also perform a risk management analysis of Checks to detect potentially fraudulent checks and/or check for viruses and malware, and, in our sole discretion, reject any Check or file.

24. **Indemnity.** In addition to and not in lieu of any indemnification obligations of the Master Services Agreement you agree to indemnify the Indemnified Parties and hold the Indemnified Parties harmless from and against any loss, liability, or expense (including attorney's fees and expenses) imposed, won, threatened or suffered by any of the Indemnified Parties which arise from, result from or in any way relate to any of the following: your use of the CID Service, negligence or willful misconduct; your breach or violation of any term, provision or representation contained in herein; the multiple submission for deposit of imaged Checks using the CID Service; the submission of fraudulent items using the CID Service; any equipment or software failure or any disruption in the transmitting of any images or data by you to us; failure to endorse any Checks electronically transmitted by you to us; failure to destroy the originals of imaged Checks submitted by you using the CID Service within the time frame provided for; any misuse of the scanner, your PC or the herein Software by you or by any individual or entity acting on your behalf or within your control; or your failure to comply with any applicable federal and state statutes, rules and regulations in force pertaining to or Services Procedures for the CID Service or to the deposit of Checks in your Account.

Synovus Treasury Management Services Controlled Disbursement Services Addendum

1. **Acceptance of Controlled Disbursement Services.** By selecting the Controlled Disbursement Services (the "**Controlled Disbursement Services**") on the Enrollment Form, you agree to the terms of this Controlled Disbursement Services Addendum (the "**Controlled Disbursement Services Addendum**") and this Controlled Disbursement Services Addendum thereby becomes a part of the Master Services Agreement for Treasury Management Services (the "**Master Services Agreement**"). The Master Services Agreement, together with this Controlled Disbursement Services Addendum, shall constitute one "**Controlled Disbursement Services Agreement**" for the Controlled Disbursement Services, the terms and conditions of which shall be binding upon both parties and shall govern the establishment and continued use by Customer of the Controlled Disbursement Services. Customer acknowledges the receipt of a copy of this Controlled Disbursement Services Addendum and the current Master Services Agreement. This Controlled Disbursement Services Addendum is effective as of the date accepted by Bank. Capitalized terms used but not defined herein shall have the meanings provided in the Master Services Agreement. If a discrepancy or inconsistency is determined to exist between the terms of the Master Services Agreement and the terms of this Controlled Disbursement Services Addendum will control with respect to the Controlled Disbursement Services, but only to the extent necessary to resolve such discrepancy or inconsistency.
2. **The Controlled Disbursement Service.** You may use the Controlled Disbursement Services to access reporting tools to view each Business Day the total amount of checks and debits that have been presented against your "**Disbursement Account(s)**" (herein so called) designated in the Enrollment Form on an intraday basis. Reports will be available each Business Day by 11:00 a.m. EST regarding checks presented for payment that are scheduled to clear later that Business Day.
3. **Checks.** All checks drawn by Customer on a Disbursement Account shall be in a format approved by Bank and shall contain such routing transit numbers and other information, as required by Bank. Customer agrees to provide Bank with 30 samples, or such other amount as Bank may require, of the checks which Customer intends to purchase so that Bank may ensure that such checks contain the proper routing transit numbers and other information required by Bank and will be compatible with Bank's demand item processing system and related equipment.
4. **The Disbursement Accounts.** Customer agrees to have on deposit in each Disbursement Account on each Business Day an amount in funds immediately available for withdrawal which is equal to or greater than the sum of checks presented for payment on each Business Day. In the event that on a Business Day on which checks are presented for payment against any Disbursement Account the Disbursement Account fails to contain sufficient cash or funds otherwise immediately available for withdrawal to pay the total dollar amount of checks drawn against all Disbursement Accounts on that date, Bank may, at its sole option and discretion, elect to do any one or more of the following: pay any one or all of the checks presented for payment against any Disbursement Account subject to Bank's standard overdraft policies and charges; or dishonor any one or all of the checks presented for payment against any Disbursement Account and return same to the presenter thereof; or if Bank has extended to Customer a special line of credit pertaining to any one or all of the Disbursement Accounts, Bank may pay any one or all of the checks presented for payment against any such Disbursement Account or Accounts and cause the amount of any such payment to be charged to such line of credit pertaining to such Disbursement Accounts, considering such amount a draw thereunder, subject to all terms and conditions thereof.
5. **Federal Reserve System Routing.** Customer understands that for Bank to be able to identify all checks drawn against the Disbursement Account and report the total number and dollar amount of same to Customer daily as herein provided, all of such checks must be presented to Bank for payment through the Federal Reserve System. Those checks which are presented for payment against any Disbursement Account by a means other than by presentation through the Federal Reserve System will be re-routed through the Federal Reserve System for presentation and payment against such Disbursement Account and Customer agrees to same. Customer hereby releases and holds harmless Bank, its successors and assigns, from and against any and all

actions, causes of action, suits, claims, demands, damages, losses and expenses of any kind or character, including without limitation attorney's fees and court costs, which may be asserted against or suffered by Bank on account of, arising out of, or in connection with Bank's re-routing through the Federal Reserve System all checks presented against any Disbursement Account for payment other than through the Federal Reserve System.

Synovus Treasury Management Services Daily Sweep Service Addendum

1. **Acceptance of Daily Sweep Services.** By selecting the Daily Sweep Service (the **"Daily Sweep Service"**) on the Enrollment Form, you agree to the terms of this Daily Sweep Service Addendum (the **"Sweep Addendum"**) and this Sweep Addendum thereby becomes a part of the Master Services Agreement for Treasury Management Services (the **"Master Services Agreement"**). The Master Services Agreement, together with this Sweep Addendum, shall constitute one **"Daily Sweep Service Agreement"** for the Daily Sweep Service, the terms and conditions of which shall be binding upon both parties and shall govern the establishment and continued use by Customer of the Daily Sweep Service. Customer acknowledges the receipt of a copy of this Sweep Addendum and the current Master Services Agreement. This Sweep Addendum is effective as of the date accepted by Bank. Capitalized terms used but not defined herein shall have the meanings provided in the Master Services Agreement. If a discrepancy or inconsistency is determined to exist between the terms of the Master Services Agreement and the terms of this Sweep Addendum, the terms of this Sweep Addendum will control with respect to the Daily Sweep Service, but only to the extent necessary to resolve the discrepancy or inconsistency.
2. **The Daily Sweep Service.** You may use the Daily Sweep Service to order preauthorized daily transfers to and from certain Accounts (the **"Sweep Accounts"**), to and from the money market account (the **"Money Market Account"**), and your line of credit with Bank (the **"Line of Credit"**) each designated on your Enrollment Form. The Line of Credit is subject to your separate credit agreement with us (the **"Credit Agreement"**).
3. **Authorization.** Customer hereby appoints Bank, and Bank hereby accepts the appointment, to act as agent for Customer, subject to the terms of this Agreement, for the purposes of making transfers between the Sweep Accounts, the Money Market Accounts, and the Lines of Credit. Such transfers will be automated preauthorized transfers and will continue until terminated or charged in accordance with the terms of this Sweep Addendum.
4. **Transfers.**
 - a. **Excessive Funds Transfers.** When the balance of available funds in a Sweep Account exceeds the **"Target Balance"** for that Sweep Account (as separately agreed to by Bank and Customer), Bank is hereby authorized and directed to withdraw the amount of the excess (as further defined below, the **"Excess Funds"**) on behalf of Customer, and transfer the Excess Funds to the Money Market Account and/or the Line of Credit, in accordance with the Treasury Management Services Enrollment/Application. Bank agrees to transfer the Excess Funds from each Sweep Account within one (1) Business Day following the day such Excess Funds become collected and available in the Sweep Account. **"Excess Funds"** means only those funds of Customer in the Sweep Account in excess of the Target Balance that are collected and available for withdrawal by Customer as a matter of right under Bank's published funds availability schedule. Funds that are posted to the Sweep Account but are not yet available funds are not included in Excess Funds. In the event that Bank, in its sole and absolute discretion, treats funds of Customer that are not yet available for withdrawal as a matter of right as **"Excess Funds"** on any one or more occasions, Bank may decline to treat funds that are not yet available for withdrawal as a matter of right as **"Excess Funds"** at any other time or times without notice to Customer. Any departure by Bank from the foregoing requirement regarding Excess Funds shall not constitute a waiver by Bank or an obligation of Bank to depart from this requirement at any other time.
 - b. **Deficit Funds Transfers.** Customer further authorizes and directs Bank to make transfers from the Money Market Account and/or the Line of Credit to the Sweep Accounts, as appropriate to maintain the Target Balance in the Sweep Accounts or as otherwise provided in the Treasury Management Services Enrollment/Application. You will incur a fee for each transfer after the sixth (6th) debit transaction from your Money Market Account per month or monthly statement cycle. These account types may have no more than six (6) debit transactions in a monthly statement cycle, and no more than three (3) of these can be checks or drafts payable to a third party. The regulations define a limited debit transaction to include the preauthorized transfers from the Money Market Account authorized hereunder. Transfers in excess of this monthly limit will result in the assessment of the excessive transfer fee (as provided in the Fee Schedule) and reanalysis of your accounts under the Services Agreement.
 - c. The minimum transfer of Excess Funds is \$100.00; transfers of Excess Funds will be made in increments of \$100.00. If the available balance of a Sweep Account is less than the Target Balance for that particular Sweep Account, Bank is hereby authorized to transfer funds from the Money Market Account or, if so designated below, to draw up to the full amount available under the Line of Credit, and to deposit such amounts in the Sweep Account as appropriate to restore the minimum Target Balance of each Sweep Account.
 - d. **Payments and Deposits on Behalf of Customer.** Bank is hereby authorized and directed to transfer the Excess Funds to be paid or deposited as follows:
 - 1) First, to pay or reduce the unpaid principal balance on the related Line of Credit, in increments of \$1000 up to the lesser of the amount of the Excess Funds or the outstanding balance of the Line of Credit; and
 - 2) Next, to the extent of any remaining Excess Funds, for deposit to the related Money Market Account of Customer, in increments of \$1,000.

5. **Lines of Credit.** Bank is hereby authorized and directed to make advances under the Line of Credit, and to transfer the loan proceeds, in increments of \$1000, to the Sweep Accounts to restore the Target Balance in each of those Sweep Accounts at the close of each Business Day.

**Synovus Treasury Management Services
Deposit Escrow Subaccounting Services Addendum**

1. **Acceptance of Deposit Escrow Subaccounting Services.** By selecting the Deposit Escrow Subaccounting Services (the “**DESA Services**”) on the Enrollment Form, you agree to the terms of this Deposit Escrow Subaccounting Services Addendum (the “**DESA Addendum**”) and this DESA Addendum thereby becomes a part of the Master Services Agreement for Treasury Management Services (the “**Master Services Agreement**”). The Master Services Agreement, together with this DESA Addendum, shall constitute one “**Escrow Subaccounting Services Agreement**” for the DESA Services, the terms and conditions of which shall be binding upon both parties and shall govern the establishment and continued use by Customer of the DESA Services. Customer acknowledges the receipt of a copy of this DESA Addendum and the current Master Services Agreement. The DESA Services are subject to Bank approval, at its sole discretion. This DESA Addendum is effective as of the date accepted by Bank. Capitalized terms used but not defined herein shall have the meanings provided in the Master Services Agreement. If a discrepancy or inconsistency is determined to exist between the terms of the Master Services Agreement and the terms of this DESA Addendum, the terms of this DESA Addendum will control with respect to the DESA Services, but only to the extent necessary to resolve the discrepancy or inconsistency.
2. **Synovus Gateway Services; Escrow Account Agreement.** In order to use the DESA Services, you also must select the Synovus Gateway Services (the “**Gateway Services**”) on the Enrollment Form and agree to the terms of the Synovus Gateway Services Addendum. Customer also must enter into an Escrow Account Agreement with Bank.
3. **Master Account and Subaccounts.** Using the Gateway Services and the DESA Services you may designate a master DESA account from among your Deposit Accounts using your name and tax identification number for your recordkeeping purpose (the “**DESA Master Account**”) and establish subaccounts within the DESA Master Account (each, a “**DESA Subaccount**”) using information provided by Customer. Customer certifies that all information provided to establish the DESA Subaccount will be true and correct to the best of Customer’s knowledge and belief, and that Customer has all necessary authority required has been provided, and correct to the best of Customer’s knowledge, it being Customer’s sole responsibility to provide such information to Bank. Bank and Customer agree that Bank shall comply only with instruction regarding the DESA Master Account and each Subaccount if originated by Customer. Customer represents and warrants to Bank that it has entered into an agreement with the actual owner of the DESA Subaccount confirming Customer’s authority to the foregoing and that Bank is not a party to, nor responsible for, any underlying agreements between Customer and the DESA Subaccount owner. Customer shall not at any time, directly or indirectly, represent that Bank is in any way responsible for the performance or results of the services Customer provides to DESA Subaccount owners or that Bank participates in the performance of the services Customer provides to DESA Subaccount owners. Notwithstanding any other provision herein Customer, will, at its own cost, indemnify Bank, its affiliates and its and their respective officers, directors, employees, successors and permitted assigns (“**Bank Indemnified Parties**”), from and against any and all damages, penalties, losses, liabilities, judgments, settlements, awards, costs and expenses and reasonable attorney’s fees and related costs (“**Losses**”) incurred by, asserted against or imposed upon any Bank Indemnified Party as a result of any claims, assertions, demands, causes of action, suits, proceedings or other actions, whether at law or in equity, (collectively, “**Claims**”) by a third party against any Bank Indemnified Party resulting or arising, from or related to Customer providing incorrect or inaccurate information about the DESA Master Account or any DESA Subaccount to Bank, and for any services provided by Customer to a DESA Subaccount owner with regard to any DESA Subaccount.
4. **Available DESA Services.** Customer may, as DESA Master Account owner for its DESA Subaccounts:
 - a. hold funds in subaccounting in the DESA Master Account and DESA Subaccounts,
 - b. transfer funds into or out of the DESA Master Account and DESA Subaccounts,
 - c. establish approval requirements for such transfers, and
 - d. view completed transfers within the Gateway Services or account statement.
5. **Transfer of Funds.** Transfers of funds from the DESA Master Account or DESA Subaccounts outside of Bank through automated clearing house transactions will require selection of ACH Origination Services on an Enrollment Form and agreement to the ACH Origination Services Addendum.

**Synovus Treasury Management Services
Electronic Data Interchange Services Addendum**

1. **Acceptance of Electronic Data Interchange Services.** By selecting the Electronic Data Interchange Services (the “**EDI Services**”) on the Enrollment Form, you agree to the terms of this Electronic Data Interchange Services Addendum (the “**EDI Addendum**”) and this EDI Addendum thereby becomes a part of the Master Services Agreement for Treasury Management Services (the “**Master Services Agreement**”). The Master Services Agreement, together with this EDI Addendum, shall constitute one “**EDI Services Agreement**” for the EDI Services, the terms and conditions of which shall be binding upon both parties and shall govern the establishment and continued use by Customer of the EDI Services. Customer acknowledges the receipt of a copy of this EDI Addendum and the current Master Services Agreement. This EDI Addendum is effective as of the date accepted by Bank. Capitalized terms used but not defined herein shall have the meanings provided in the Master Services Agreement. If a discrepancy or inconsistency is determined to exist between the terms of the Master Services Agreement and

the terms of this EDI Addendum, the terms of this EDI Addendum will control with respect to the EDI Services, but only to the extent necessary to resolve the discrepancy or inconsistency.

2. **The EDI Services.** Our EDI Services allows you to disburse funds and deliver payment information to your trading partners electronically or by paper, by sending payment requests to us as described in your Enrollment Form. The EDI Service also allows you to access information about payments and remittances when received from your trading partners or customers in mutually acceptable formats. When you wish to pay your trading partners, you transmit a data file to us, containing instructions for your payments, in the format and by the cutoff times specified by us. When we receive a file from you using this EDI Service, we perform certain edits on the data, translate it into the appropriate format and send the data to the payment system specified by you. On the specified dates, we issue your payments in the required formats. Payment requests originated via the EDI Service will be subject to the terms and conditions for ACH Services as described in the ACH Origination Services Addendum. You must select ACH Origination Services on the Enrollment Form and agree to the ACH Services to be able to use the EDI Services.

Synovus Treasury Management Services Enhanced Imaging Services Addendum

1. **Acceptance of Enhanced Imaging Services.** By selecting the Enhanced Imaging Services (the “**EI Service**”) on the Enrollment Form, you agree to the terms of this Enhanced Imaging Services Addendum (the “**EI Service Addendum**”) and this EI Service Addendum thereby becomes a part of the Master Services Agreement for Treasury Management Services (the “**Master Services Agreement**”). The Master Services Agreement, together with this EIS Addendum, shall constitute one “**EI Service Agreement**” for the EI Service, the terms and conditions of which shall be binding upon both parties and shall govern the establishment and continued use by Customer of the EI Service. Customer acknowledges the receipt of a copy of this EIS Addendum and the current Master Services Agreement. This EIS Addendum is effective as of the date accepted by Bank. Capitalized terms used but not defined herein shall have the meanings provided in the Master Services Agreement. If a discrepancy or inconsistency is determined to exist between the terms of the Master Services Agreement and the terms of this EIS Addendum, the terms of this EIS Addendum will control with respect to the EI Services, but only to the extent necessary to resolve the discrepancy or inconsistency.
2. **The Enhanced Imaging Service.** You may use the EI Service to view, research, and print images of checks, debits, deposits, credits, returned deposited items and re-deposited items in connection with your Account for each Account designated for this purpose in the Enrollment Form.

Synovus Treasury Management Services Foreign Exchange Services Addendum

1. **Acceptance of Foreign Exchange Services.** This Foreign Exchange Service Addendum (the “**FX Addendum**”) provides the terms and conditions upon which Synovus Bank offers Customer foreign exchange services, including the ability to execute foreign exchange transactions (collectively, the “**FX Services**”). Each transaction for the exchange of one Currency for another Currency (a “**Currency Exchange**”) is referred to herein as an “**FX Transaction**,” whether conducted as a direct Currency Exchange with no other underlying transaction or as part of a wire transfer or Forward Contract. The FX Addendum supplements and is part of either or both of (a) the Correspondent Services Agreement for International and Treasury Management Services entered into by you or (b) the Treasury Management Services Agreement entered into by you (each referred to as the “**Master Agreement**”). By selecting the FX Services, you agree to the terms of this FX Addendum and this FX Addendum hereby becomes part of the Master Agreement. Capitalized terms used but not defined herein shall have the meanings provided in the Master Agreement. If a discrepancy or inconsistency is determined to exist between the terms of the Master Agreement and the terms of this FX Addendum, the terms of this FX Addendum will control with respect to the FX Services, but only to the extent necessary to resolve the discrepancy or inconsistency. By agreeing to an FX Transaction with the Bank, you accept the terms and conditions of this FX Addendum, whether or not expressly referred to in any FX Confirmation or FX Contract or stated when agreeing to the FX Transaction. This FX Addendum applies to every FX Transaction between the Bank and the Customer entered into on or after the date hereof.
2. **Interpretation**
 - a. **Single Agreement**

All FX Transactions are entered into in consideration of and in reliance upon the fact that this FX Addendum and each and every FX Transaction (as evidenced by its FX Contract) will form a single agreement between the parties. Each FX Transaction takes effect as an amendment to this FX Addendum.
 - b. **Definitions**

Capitalized terms not otherwise defined in this FX Addendum have the meanings given in Section 19 of this FX Addendum.
 - c. **Inconsistencies or Discrepancies**

To the extent of any discrepancy or inconsistency between the terms of this FX Addendum and the terms of the Master Agreement, the terms of this FX Addendum control with respect to FX Transactions, but only to the extent necessary to resolve such discrepancy or inconsistency. The provisions of any FX Contract prevail over this FX Addendum to the extent of any inconsistency or discrepancy, but only as necessary to resolve such inconsistency or discrepancy.
3. **Available FX Transactions.** FX Transactions include all Currency Exchange transactions, including:

- a. Direct Currency Exchanges with no additional underlying transaction other than the wire transfer of the funds to your designated recipient;
 - b. Outbound wire transfers where the Bank receives U.S. Dollars from you and you wish to have the wire transfer sent in a Foreign Currency;
 - c. Inbound wire transfers in a Foreign Currency, which we will always convert to U.S. Dollars;
 - d. Spot Contracts where your requested Currency is delivered as directed by you no more than two Business Days (or no more than one (1) Business Day, in the case of Canadian Dollars) after the Trade Date.
 - e. Forward Contracts where your requested Currency is delivered as directed by you more than two Business Days (or more than one (1) Business Day, in the case of Canadian Dollars) after the Trade Date.
4. **Fees.** You may receive services related to your FX Transactions for which fees are assessed, such as, for example, wire transfer fees, and you agree to pay all such fees. Fees are reviewed periodically and are subject to change. Notice to you of fee changes will be provided as set forth in the Master Agreement.
5. **Communications With You.** We may provide information to you on the Synovus FX Online site or our Synovus Gateway site. We also may communicate with you by telephone when you call the Synovus FX Desk.
6. **Exchange Rates**
- a. **Tiered Exchange Rates** We may offer Exchange Rates that are based on Rate Tiers, where more favorable Exchange Rates apply to larger FX Transactions.
 - b. Spot Contracts and Forward Contracts. If you have entered into a Spot or Forward Contract in a currency other than US Dollars, the applicable Exchange Rate for the resulting FX Transaction will be the Exchange Rate for the Spot or Forward Contract applicable to the US Dollar Amount of the FX Transaction, unless we agree with you otherwise.
7. **Wire Transfers.** If you have entered into the Wire Transfer Services Addendum to the Master Agreement, you may make a Wire Transfer Request as defined in such Addendum. If as part of a Wire Transfer Request you request the conversion of one Currency to another, the applicable Exchange Rate for the resulting FX Transaction will be the Exchange Rate for the Wire Transfer Rate Tier applicable to the US Dollar Amount of the FX Transaction, unless we agree with you otherwise. The foregoing shall not apply to Wire Transfer Requests that qualify for Auto-Conversion as defined in the Wire Transfer Services Addendum.
8. **Foreign Check Cash Letter Items.** Foreign Checks processed as Cash Letter Items that are denominated in a currency other than US Dollars will be converted to US Dollars, and the applicable Exchange Rate for the resulting FX Transaction will be the Exchange Rate for the Foreign Check Cash Letter Rate applicable to the US Dollar Amount of the FX Transaction, unless we agree with you otherwise. If a Foreign Check is returned unpaid, the Exchange Rate applicable to converting the US Dollars back to the Foreign Currency will be our standard market Exchange Rate at the time the check is returned. We reserve the right to limit the types of Foreign Checks that we will process as Cash Letter Items. This Section applies only to Cash Letter Items handled for a financial institution that has entered into our Correspondent Services Agreement for International and Treasury Management Services.
9. **Foreign Check Collection Items.** Foreign Checks submitted to us for collection as Collection Items, if the Foreign Check is denominated in a Currency other than U.S. Dollars, will be converted to U.S. Dollars at our standard market Exchange Rate as of the date that the item is paid to us by the drawee bank unless the currency exchange is performed by the drawee bank (in which case, the Exchange Rate will be the Exchange Rate set by the drawee bank).
10. **Posted Rates.** The “**Posted Rate**” is the Exchange Rate that we post on our Synovus Gateway site or otherwise disclose to you. The Posted Rate may not be the actual Exchange Rate for your FX Transaction, depending on the type of FX Transaction and other factors described in this FX Addendum.
11. **Quoted Rates.** You may request an Exchange Rate in advance of an FX Transaction (the “**Quoted Rate**”) if you have provided Credit Support and entered into the Correspondent Services Agreement for International and Treasury Management Services. If we provide a Quoted Rate to you and you agree to it, the Quoted Rate will apply to that FX Transaction notwithstanding any Posted Rate or other available Exchange Rate.
12. **Indication Rates.** You may request an “**Indication Rate**,” which is a non-binding indication of a possible Exchange Rate based on the current market at the time of your inquiry. The Indication Rate generally will change throughout each day and will not necessarily be the actual Exchange Rate that will apply to your FX Transaction.
13. **No Representations as to Best Rates.** For all FX Transactions, we make no representation or warranty that the Exchange Rate you will receive from us is the best rate available in the market. The Posted Rates, Quoted Rates, and any other Exchange Rates that we may agree to are those Exchange Rates that we have determined that we are willing to offer based on the rates that we believe that we can obtain in the market at the time such rate is posted or quoted. These Exchange Rates are not published in

The Wall Street Journal or similar source and are not stated on any third-party websites. Our Exchange Rates may not be the same as those rates published by third party sources.

14. FX Contract Process.

a. Requesting Spot Contracts

When requesting a Spot Contract, you must specify (a) the Foreign Currency to be exchanged with the Bank; (b) the amount of Foreign Currency; and (c) the Settlement Instructions. The date on which you request a Spot Contract and the Bank agrees to provide that Spot Contract shall be the Trade Date.

b. Requesting Forward Contracts

You may request a Forward Contract only if you have provided and are maintaining any Credit Support we have required and your online profile with Synovus otherwise allows Forward Contracts. When requesting a Forward Contract, you must specify (a) the Foreign Currency to be exchanged with the Bank; (b) whether it is being purchased or sold by you; (c) the amount of Foreign Currency; and (d) the Value Date for the FX Transaction. In addition, you must provide us with Settlement Instructions on the Trade Date, which must be at least three (3) Business Days prior to the Value Date. The date on which you request a Forward Contract and the Bank agrees to provide that Forward Contract shall be the Trade Date. For Forward Contracts the Exchange Rate will be the Quoted Rate.

c. Wire Transfers

Wire transfers that include a Currency Exchange are subject to the Wire Transfer Services Addendum as well as this FX Addendum and the applicable Master Agreement. By submitting a Foreign Currency wire request, through Digital Banking Services or otherwise, you thereby agree to the FX Contract for the wire transfer.

d. FX Confirmations

For each FX Contract, the Bank will provide you with an FX Confirmation, which may be provided by email to you. FX Confirmations are intended only as a record for you of the FX Transaction. Whether or not the Bank provides any FX Confirmation to you, or you disagree with the terms of any FX Confirmation, the FX Contract is binding upon you and will not be reversed unless clear records for the FX Transaction confirm that Synovus has made an error.

15. Settlement and Instructions

a. General

For each FX Transaction, you must instruct the Bank where to deliver the transaction proceeds on the Value Date (the "Settlement Instructions"). You agree that all Settlement Instructions provided to the Bank will be and have been provided by individuals duly authorized by you to do so.

Each FX Transaction obligates you to make payment to the Bank in one Currency, and for the Bank to make payment as instructed by you in another Currency. You must have sufficient funds in your Settlement Account as of the Value Date to settle each FX Transaction occurring on that Value Date. Synovus will debit the Settlement Account for the FX Transaction amount as of the Value Date for the FX Transaction.

b. Interest on Overdue Amounts

You agree to pay interest, both before and after judgment, on any amount payable by it from when it becomes due for payment until the Bank has been paid in full. Interest is payable in the same Currency as the overdue amount at the rate being the Bank's cost of funds plus 2% per annum. Interest will be calculated on a daily basis compounding monthly and on the basis of the actual number of days elapsed. Your obligation to pay the outstanding amount on the date it becomes due for payment is not affected by this clause.

16. Wire Transfers

a. Wire transfers are subject to this FX Addendum only if you provide U.S. Dollars to Bank and specifically requests that Bank convert the funds to a Foreign Currency before sending the wire transfer. The Exchange Rates for such wire transfers are set as provided in Section 6 of this FX Addendum. All outbound wire transfers also will be subject to our Wire Transfer Addendum, and associated forms and schedules. All wire transfer instructions to the Bank are considered final.

b. Outbound wire transfers requested through Synovus Gateway also will be governed by the Synovus Gateway Addendum.

17. Clients of Correspondent Banks

a. This Section applies only to customers that have entered into the Synovus Correspondent Services Agreement for

International and Treasury Management Services. You shall have sole responsibilities and obligations to your customers ("Clients"). While Synovus understands that many FX Transactions will be requested by you so that you may provide services to your Clients, Synovus shall have no responsibility for or liability to any of your Clients. These limitations on the obligations and liabilities of Synovus are in addition to the limits stated in the Synovus Correspondent Services Agreement

- b. for International and Treasury Management Services. Without limiting the foregoing, Synovus shall have no responsibility for or liability to Clients with respect to any of the following:
 - 1) The terms of the products and services provided by you to a Client, whether or not those products and services include Currency Exchange services, wire transfers or any other products or services derived from the Services provided by Synovus to you under this FX Addendum; or
 - 2) Disclosures to or communications with Clients.

18. Conditions Precedent

- a. The Bank need not make any payment available unless:
 - 1) the Bank has received any Credit Support it may require; and
 - 2) no Event of Default (as defined in the Master Agreement) or event which with the giving of notice, lapse of time or fulfillment of any condition would be likely to become an Event of Default has occurred; and
 - 3) The Bank has received any approvals, opinions or other documents, which it has reasonably requested.

19. Scope of Duties. The Bank shall be obliged only to act in accordance with this FX Addendum and instructions properly given hereunder by you to the Bank. Unless otherwise agreed to in writing, the Bank shall have no other obligations. Without limiting the foregoing, the Bank shall have no obligation to provide you with information or advice with respect to any Currency transaction or Currency position or to liquidate or close any transaction or position without your express instructions.

20. Additional Remedies For An Event Of Default

- a. In addition to all remedies for an Event of Default provided for in the Master Agreement, the Bank shall have the following rights and remedies:
 - 1) If an Event of Default occurs (and whether or not it is continuing) at the reasonable determination of the Bank, the Bank may at any time by notice to you terminate all outstanding FX Transactions. If an Event of Default has occurred and is continuing, the Bank may suspend the performance of its obligations under this FX Addendum and all FX Transactions (including suspension of the Bank's payments). In addition, during the pendency of a reasonable request to you for adequate assurances of your ability to perform your obligations hereunder, the Bank may, at its election and without penalty, suspend its obligation to perform hereunder.
 - 2) Upon termination, no further payments in respect of outstanding FX Transactions will be required to be made; provided, however, that you shall be liable to the Bank for any FX Loss. You agree that the Bank may, but is not obligated to, deduct any FX Loss from your Settlement Account.
- b. "**FX Loss**" means the sum of (i) the US dollar equivalent of the amount the Bank reasonably determines in good faith to be its total losses and costs, including, without limitation, any loss of bargain, cost of funding or any loss or cost incurred as a result of its terminating, liquidating, obtaining and/or reestablishing any hedge or related trading position (or any gain resulting from any of them), and (ii) all of the Bank's losses resulting from changes in Currency exchange rates due to the termination of any FX Transaction.
- c. The Bank's rights under this Section are in addition to, and not in limitation or exclusion of, any other rights which the Bank may have (whether by agreement, operation of law or otherwise).

21. Assignment. All FX Transactions are for the benefit of the parties. Neither party may act as trustee or agent for any other person when entering an FX Transaction. No other person or entity (including without limitation any customer of either party) shall have any rights under any FX Transactions. The parties may not transfer, sell, assign, declare a trust of, or give a Security Interest over all or part of their interest in any FX Transaction, FX Contract, or this FX Addendum.

22. Acknowledgement Of Risk And Indemnification.

- a. You acknowledge the inherently speculative nature of any advice, opinions, or data relating to Foreign Currency values, movements, and trends and agree that you assume the risk of independently assessing such advice, opinions, or data. You also understand and acknowledge that Currency Exchange transactions can be highly risky; that losses may occur in short periods of time if there is an adverse movement of exchange rates; and that exchange rates can be highly volatile and are impacted by numerous economic, political and social factors, as well as supply and demand and governmental intervention, control and adjustments.
- b. You hereby release the Bank from any liability in relation to any such advice, opinion, or data which the Bank may give to you. The Bank further warns you that the risk of loss from FX Transactions can be substantial. The Bank recommends that you seek independent legal and financial advice before opening a position with the Bank. You agree that you shall make all commercial decisions with respect to all FX Contracts entered into pursuant to this FX Addendum and acknowledge your

understanding that any inexperience on your part with respect to trading in foreign exchange will increase the likelihood of incurring a loss. You agree and acknowledge that the Bank, in performing its duties in accordance with this FX Addendum, shall not be liable to you except for gross negligence or willful misconduct nor will it be responsible for delay or failures in performance resulting from causes beyond its control. You hereby agree to indemnify and hold the Bank harmless from any losses you may incur or suffer as a result of an FX Transaction or from any losses suffered by the Bank arising out of any action taken or omitted to be taken in reliance upon any instruction or information provided to the Bank in accordance with this FX Addendum.

- 23. No Speculation.** You represent and warrant that (a) no FX Contract shall be for speculating in the value of any Currency; and (b) all FX Contracts shall be entered into only to offset or hedge your exposure (or, in the case of a Customer that has entered into the Synovus Correspondent Services Agreement, the exposure of your Client) to the fluctuation in value of a Currency for bona fide commercial transactions for the purchases or sales of merchandise, inventory, equipment, general intangibles or services.

24. Dealing.

- a. You agree that the Bank accepts no responsibility for any loss (consequential or otherwise) incurred as a result of the Bank acting on instructions by telephone, email, telex or facsimile that are apparently given or sent by you or your dealers. The Bank shall have no duty to verify any notice sent by fax which appears to be proper on its face. The Bank reserves the right to refuse any instruction given by telephone, email, telex, or facsimile.
- b. In the absence of any written notification to the contrary, each party shall be able to rely upon the other party's foreign exchange dealers as having actual authority to agree to FX Transactions on behalf of that other party during normal business hours (8:30a.m. to 4:00p.m. ET Monday to Friday).
- c. Telephone conversations between parties may be recorded and used as evidence. The parties consent to such recordings and agree that the recordings or transcripts can be used as evidence in disputes. Notwithstanding the foregoing, the Bank is not required to record or retain the recordings of any telephone conversations. Copies of any recordings or transcripts made by one party will be supplied to the other upon request and upon payment of the cost of complying with the request.

- 25. Governing Law And Jurisdiction.** All FX Transactions entered into by the Bank and the Customer shall be governed by and construed in accordance with the laws of the State of Georgia.

26. Definitions

"Business Day" means any day other than a Saturday, Sunday, or other day on which banks are authorized to close under the laws of, or are in fact closed, in the State of Georgia or on which any company from which the Bank buys or sells Currency is closed.

"Cash Letter Item" means a Foreign Check that you deposit with us using our Foreign Cash Letter Form. Provisional credit to your Account is provided for Cash Letter Items, but payment is NOT final and the Foreign Check may be returned to you unpaid.

"Collection Item" means a Foreign Check presented by you to us for collection.

"Credit Support" means any Security Interest, guarantee, indemnity, surety, letter of comfort or other arrangement required by the Bank in connection with this FX Addendum.

"Currency" means the currency of the United States ("U.S. Dollars") and/or a Foreign Currency, as shown by the context. **"Currency Exchange"** means a transaction for the exchange of one Currency for another Currency.

"Exchange Rate" means the exchange rate that will apply to any FX Transaction that you ask us to make. The Exchange Rate will be determined as set forth in this FX Addendum.

"Foreign Currency" means a Currency other than U.S. Dollars. Only certain Foreign Currencies are available from Synovus or may be provided to Synovus for an FX Transaction, and available Foreign Currencies may change from time to time without notice to you.

"FX Confirmation" means any written confirmation of an FX Transaction that we may provide to you when you request and we execute the FX Transaction.

"FX Contract" means Forward Contract or Spot Contract as indicated by the context.

"FX Services" has the meaning given in the preamble to this FX Addendum.

"FX Transaction" has the meaning given in the preamble to this FX Addendum.

"Forward Contract" means an FX Contract for a Currency Exchange where the Value Date is a specified date more than two Business Days after the Trade Date.

"Insolvency Event" means the occurrence of any of the following in respect of the Customer or the happening of any similar or analogous event under the laws of any jurisdiction: (i) Customer shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or to its debts under any bankruptcy, insolvency or similar law, or seeking the appointment of a trustee, receiver, liquidator, conservator, administrator, judicial manager, custodian or other similar official (each, a "Custodian") of it or any substantial part of its assets, or shall take any corporate action to authorize any of the foregoing; (ii) an involuntary case or other proceeding shall be commenced against the Customer seeking liquidation, reorganization or other relief with respect to itself or to its debt under any bankruptcy, insolvency or similar law or seeking the appointment of a Custodian of it or any substantial part of its assets; (iii) Customer is bankrupt or insolvent; or (iv) Customer is otherwise be unable to pay its debts as they become due.

"Master Agreement" means either the Treasury Management Services Agreement or Correspondent Services Agreement as explained in the preamble to this FX Addendum.

"Security Interest" means any bill of sale (as defined in any statute), mortgage, charge, lien, pledge, hypothecation, title retention arrangement, trust, or power, as or in effect as security for the payment of a monetary obligation or the observance of any other obligation.

"Settlement Account" means an account held by the Bank in the Customer's name.

"Spot Contract" means an FX Contract for a Currency Exchange where the Value Date is no more than two Business Days (or no more than one (1) Business Day, in the case of Canadian Dollars) after the Trade Date. The term "Spot" is not meant to imply anything about the Exchange Rate, including without limit and by way of example, any implication that the Exchange Rate is based on "spot" rates published by third party sources.

"Trade Date" means the date on which you and Bank enter into an FX Contract

"Value Date" means the date that a FX Transaction settles and monies are delivered. The Value Date must always be a Business Day in both countries involved in the Currency Exchange.

Synovus Treasury Management Services HOA Payment Processing Services Addendum

1. **Acceptance of HOA Payment Processing Services.** By selecting the HOA Payment Processing Services (the **"HOA Payment Services"**) on the Enrollment Form, you agree to the terms of this HOA Payment Processing Services Addendum (the **"HOA Service Addendum"**) and this HOA Addendum thereby becomes a part of the Master Services Agreement for Treasury Management Services (the **"Master Services Agreement"**). The Master Services Agreement, together with this HOA Service Addendum, shall constitute one **"HOA Payment Processing Service Agreement"** for the HOA Payment Services, the terms and conditions of which shall be binding upon both parties and shall govern the establishment and continued use by Customer of the HOA Services. Customer acknowledges the receipt of a copy of this HOA Service Addendum and the current Master Services Agreement. The HOA Payment Services are subject to Bank approval, at its sole discretion and said approval may impact dollar and/or other limits applicable to the HOA Payment Services. This HOA Service Addendum is effective as of the date accepted by Bank. Capitalized terms used but not defined herein shall have the meanings provided in the Master Services Agreement. If a discrepancy or inconsistency is determined to exist between the terms of the Master Services Agreement and the terms of this HOA Service Addendum, the terms of this HOA Service Addendum will control with respect to the HOA Payment Services, but only to the extent necessary to resolve the discrepancy or inconsistency.
2. **Definitions.**
 - a. **"Assessment"** means monthly, quarterly, annual, and special assessments and other charges paid by a Homeowner to you in the regular course of business.
 - b. **"Bill Pay"** means any electronic fund transfer initiated by a Homeowner by means of a service offered by the financial institution at which such Homeowner maintains a depository account **"Boarding File"** means a computer file in such format and containing such fields as we may reasonable request, which must be received by us before you, can begin using the HOA Payment Services.
 - c. **"Card"** means any credit or debit card validly issued by members of Visa U.S.A., Inc., ("Visa"), MasterCard International, Incorporated ("MasterCard"), Discover Financial Services ("Discover") or American Express ("American Express").
 - d. **"Chargeback"** means the reversal of a prior provisional credit granted by us to your Deposit Account subject to final settlement of an Electronic Payment.

- e. **"Convenience Fee"** means the amount established by us as a charge to Homeowners who make Electronic Payments.
- f. **"Electronic Payment"** means a payment of Assessments made electronically by Bill Pay, Card or ACH debit (irrespective of whether such debit is a one-time or recurring transaction or whether such transaction is initiated by Homeowner or Customer) using the HOA Payment Services.
- g. **"Homeowner"** means a member or homeowner in Customer.

3. Chargebacks, Fees, and Charges.

- a. In addition to any applicable fees or other charges specified in our Fee Schedule and if elect to use the services offered by our third-party vendors by signing the applicable merchant terms and conditions, you agree to pay us the applicable electronic payment service fees. Any Convenience Fees collected from Homeowners shall be credited against any electronic payment service fees payable by you to us.
- b. Any Convenience Fees paid by Homeowners will be retained by us as partial consideration for rendering the HOA Payment Services. Convenience Fees paid by Homeowners are non-refundable and we reserve the right to modify the amount of the Convenience Fee upon notice to you.
- c. In the event of the occurrence of a Chargeback, we will debit your Depository Account in the amount of the Chargeback, plus any associated fees. If there are insufficient funds in the Depository Account to enable us to recover the entire amount of the Chargeback, plus any associated fees, you will be liable to us for the amount of such deficiency and will pay us the amount thereof promptly upon demand therefore.

4. Our Obligations.

- a. We, through our third-party service provider, will create and host a payment page integrated to the HOA Payment Services. Your website will display a link to the payment page and direct Homeowners to pay Assessments by Card or ACH.
- b. We will provide you with standard online reports containing all data and information reasonably necessary to account for the payment activities of Homeowners using the HOA Payment Services.

5. Your Obligations.

- a. You will agree to all merchant terms and conditions reasonable required by our third-party service providers in connection with the HOA Payment Services.
- b. You will provide us with the Boarding File and promptly provide us with updates and changes as necessary. We will accept as correct, without further inquiry, all data contained in the Boarding File and will have no liability for the adequacy, completeness or accuracy of data contained in the Boarding File.

- 6. **Posting of Funds.** On a daily basis, we will credit your Deposit Account, and make available to you, funds equal to the aggregate sum of Electronic Payments made by your Homeowners, after deduction of any associated Convenience Fees. We will use commercially reasonable efforts to post each Electronic Payment no later than three Business Days after the Electronic Payment is initiated by the Homeowner on the payment page.

Synovus Treasury Management Services Information Reporting Services Addendum

- 1. **Acceptance of Information Reporting Services.** By selecting the Information Reporting Services (the **"Information Reporting Services"**) on the Enrollment Form, you agree to the terms of this Information Reporting Services Addendum (the **"Information Reporting Services Addendum"**) and this Information Reporting Services Addendum hereby becomes a part of the Master Services Agreement for Treasury Management Services (the **"Master Services Agreement"**) and, together, this Information Reporting Services Addendum and the Master Services Agreement shall constitute one **"Information Reporting Services Agreement,"** for the Information Reporting Services, the terms and conditions of which shall be binding upon both parties and shall govern the establishment and continued use by Customer of the Information Reporting Services. Customer acknowledges the receipt of a copy of this Information Reporting Services Addendum and the current Master Services Agreement. This Information Reporting Services Addendum is effective as of the date accepted by Bank. Capitalized terms used but not defined herein shall have the meanings provided in the Master Services Agreement. If a discrepancy or inconsistency is determined to exist between the terms of the Master Services Agreement and the terms of this Information Reporting Services Addendum, the terms of this Information Reporting Services Addendum will control with respect to the Information Reporting Services, but only to the extent necessary to resolve the discrepancy or inconsistency.
- 2. **The Information Reporting Services.** Under this Information Reporting Services Addendum, Bank provides multiple channels for sending or receiving data, files, and reports regarding Customer's Account activity between Bank and Customer. The Account information selected by Customer for the Information Reporting Services is referred to in this Information Reporting Services

Addendum as “**Information.**” Depending on the Information Customer selects for the services, Bank may use the Synovus Gateway, or secure File Transfer Protocol (FTP) method to send or receive information.

3. **QuickBooks Software.** Before you may use the Direct Connect Service, you must have separately purchased and installed Intuit QuickBooks® or Quicken® software. The software must be a version that is compatible with our Direct Connect Service. You acknowledge and agree that we have no responsibility for, we make no representations or warranties of any kind with respect to, and we have no liability for QuickBooks or Quicken software or any software materials provided in connection with such software. QuickBooks and Quicken are registered trademarks of Intuit, Inc. (hereinafter referred to as “QuickBooks”). The Direct Connect Service allows you to access certain accounts through QuickBooks. You may access the Synovus Bank checking, savings, money market, or other deposit accounts (“Accounts”) we have included in your setup of the Direct Connect Service through the QuickBooks software. Through your QuickBooks software application, you may view balance and transaction information for those Accounts included in your Direct Connect Service setup and download financial information from those Accounts. You are solely responsible for granting permissions to your users who are authorized to use your QuickBooks software application to access those Accounts included in your Direct Connect Service setup.
4. **Technical or Service Requirements.** The Information provided under this Information Reporting Services Addendum must be in a format approved by Bank and shall contain such Information as required by Bank. Customer agrees to provide Bank with sample data, file format requests, and other information reasonably required by Bank in order for Bank to perform the Information Reporting Services. Customer will participate in testing of the Information Reporting Services before the services are put into production. Customer acknowledges that Bank’s timely provision of the Information Reporting Services files is dependent upon receipt of information from Customer and third parties, on the availability of the Internet and third-party telecommunication services, and on other third-party service providers.
5. **Transmission Means.** The approved transmission methods, set-up, and procedures will be provided by Bank. Customer and Bank may share or transmit data using FTP. FTP is a standard network protocol and is used to transfer files over a network. FTP uses separate controls and data connections between the Customer and the server.
6. **Ordinary Care.** In performing the Information Reporting Services, Bank shall exercise ordinary care, subject to the limitations set forth in this paragraph or elsewhere in this Information Reporting Services Addendum. Customer agrees that Bank shall be deemed to have exercised ordinary care in the performance of the duties required of Bank under this Information Reporting Services Addendum if Bank substantially follows the procedures and practices set forth herein and in the Enrollment Form. Customer understands that internetworking communications utilizing public access facilities may not be accurate, secure, or available and that such communications may be subject to interception, loss, distortion, disruption, or unavailability. Bank shall not be responsible or liable for any function or malfunction of equipment, software, or services, including, but not limited to, any damages or losses relating to the transmission or nontransmission of Information.
7. **Changes in Information Reporting Services.** Bank may withdraw or modify the Information Reporting Services as provided in the Master Services Agreement. Customer may request changes to or additional services by entering into one or more new Enrollment Forms with Bank, subject to Bank’s approval.
8. **Miscellaneous.** Customer agrees that Information Reporting Services will be used only for valid commercial purposes in the ordinary course of Customer’s business and not for personal, family, or household purposes or for any person or entity other than Customer.

Synovus Treasury Management Services Lockbox Addendum

1. **Acceptance of Lockbox Services.** By selecting the Lockbox Services (the “**Lockbox Services**”) on the Enrollment Form, you agree to the terms of this Lockbox Services Addendum (the “**Lockbox Addendum**”) and this Lockbox Addendum thereby becomes a part of the Master Services Agreement for Treasury Management Services (the “**Master Services Agreement**”). The Master Services Agreement, together with this Lockbox Addendum, shall constitute one “**Lockbox Service Agreement**” for the Lockbox Services, the terms and conditions of which shall be binding upon both parties and shall govern the establishment and continued use by Customer of the Lockbox Service. Customer acknowledges the receipt of a copy of this Lockbox Addendum and the current Master Services Agreement. This Lockbox Addendum is effective as of the date accepted by Bank. Capitalized terms used but not defined herein shall have the meanings provided in the Master Services Agreement. If a discrepancy or inconsistency is determined to exist between the terms of the Master Services Agreement and the terms of this Lockbox Addendum, the terms of this Lockbox Addendum will control with respect to the Lockbox Services, but only to the extent necessary to resolve the discrepancy or inconsistency.
2. **The Lockbox Service.** You may use the Lockbox Service to have incoming payments sent to your designated post office box for delivery to and processing by Bank for deposit to your Account designated for this purpose in the Lockbox Services section of the Enrollment Form (the “**Lockbox Account**”). Customer will designate a specific post office box in the Enrollment Form for receipt of payments (the “**Lockbox**”), and appoints Bank as its depository agent for processing all remittances received in the Lockbox for deposit to the Lockbox Account. The Post Office Box address is assigned to the Customer as the Post Office Box to be used by Customer’s customers or debtors in making the remittances to be processed to the Lockbox Account. Customer requests Bank to designate a courier (the “**Courier**”) to retrieve the contents of the Lockbox for delivery to Bank. Courier will pick up remittance payments from the United States Post Office on a daily basis (excluding Saturdays, Sundays, federal and bank holidays), all in accordance with Bank’s internally established mail schedules as may be in effect from time to time. Bank may refuse to accept any mail other than the remittance payments described herein, including, without limitation, boxes, packages,

and C.O.D. mail. You may use Synovus Gateway or the other Web Site designated by us for this purpose to view and print items and other information as provided in the Enrollment Form.

3. **Remittance Processing.** Bank will open envelopes as received from the Lockbox and deposit processed remittances to the Lockbox Account. Bank will endorse the checks received and image the deposited items. You hereby irrevocably make, constitute and appoint us (and all persons designated by us for such purposes) as your true and lawful attorney-in-fact to endorse your name on all remittances processed hereunder. Bank's endorsement shall not be a guaranteed endorsement. Bank will create deposit batches of no more than 300 checks and will deposit the same to the Lockbox Account daily. No deposits will be made on weekends or federal bank holidays. Bank will use commercially reasonable efforts to process and deposit items on the next Business Day after receipt of items for deposit by Bank at its offices. Any unprocessed remittances will be forwarded to Customer.
4. **Ordinary Care.** In performing the Lockbox Service and in the selection and use of facilities, equipment and personnel (including the carrier) required for such performance, and in the custody and safekeeping of materials furnished by Customer to Bank, Bank shall exercise ordinary care, subject to the limitations set forth in this paragraph or elsewhere in this Lockbox Addendum. The parties recognize that there are no commonly accepted established existing industry standards as a standard of ordinary care for the performance of the Lockbox Service. Consequently, Customer agrees that Bank shall be deemed to have exercised ordinary care in the performance of the duties required of Bank under the Lockbox Addendum if Bank substantially follows the procedures and practices set forth herein and in the Enrollment Form.
5. **Customer Agreements.** Customer agrees to follow the procedures outlined herein and in the Enrollment Form, or as otherwise provided in any Service Procedures, including, without limitation, those relating to document specifications for the remittance documents to be submitted to Bank hereunder. Customer will notify its payors to mail their remittances to the Lockbox by means of check, draft, or money order and not to send cash or business reply mail or any other correspondence to the Lockbox. Customer acknowledges and agrees that the performance of the Lockbox Service requires data, documents, information or materials of any nature to be furnished by Customer, or requires the assistance or participation of Customer's personnel, and Customer, at Customer's sole cost and expense, hereby agrees to furnish all data, documents, information and materials and to perform all such acts and to make appropriate personnel, records, and facilities available to Bank, all at such times and in such form or manner as may be specified by Bank in order to enable Bank to perform the Lockbox Service hereunder. Customer is responsible for all printed forms, envelopes, postage, shipping, and material costs and shall reimburse Bank for any expense incurred by Bank for any such items.
6. **Risk of Loss.** Bank shall bear the responsibility for damage, destruction, theft or loss of any remittance payments of Customer which occurs while such payments are in the Bank's possession; but no such payment shall be deemed to be in Bank's possession until the check or item representing same is actually received and physically held by Bank's personnel at its offices. Not in limitation of the foregoing, receipt by the Courier will not be deemed receipt by Bank of the contents of the Lockbox. If a remittance payment is received in the form of cash or in bearer form, Bank shall make all reasonable efforts to properly process and control same. Bank shall not, however, be responsible for any claimed loss or mysterious disappearance of cash, gift certificates or other payments in bearer form, unless such loss is proven to be the direct result of fraud or theft by an employee or employees of Bank. In no event shall the Bank be responsible for the loss, theft, or disappearance of remittance payments of any kind or description while such payments are in the possession of the United States Postal Service, Federal Express, the Courier, or any other independent courier.
7. **Changes in Lockbox Service.** The processing, crediting and collection of all items will be subject to all Bank rules and regulations applicable thereto and to the terms of the depository account agreement between Customer and Bank with regard to the Lockbox Account. Bank may change the Lockbox Service as provided in the Master Services Agreement and Customer may request changes to or additional services by entering into one or more new Enrollment Forms with Bank, subject to Bank's approval. Customer may change the Lockbox location, add, and/or delete Lockbox Accounts by request to the Bank Representative. Such change is subject to approval and will take effect after Bank has received such notice and had a reasonable opportunity to act.
8. **Exception Items Processing:** Customer authorizes and directs Bank to process so-called "exception items" as follows:
 - a. **Undated items:** Bank is authorized to insert the current date and process the item if the date is missing.
 - b. **Outdated items:** Bank may, in its sole discretion, decline to process any item that is dated more than five (5) days after or six (6) months before the processing date.
 - c. **Inconsistent amounts:** If the written amount and the numeric amount of an item differ, and Bank identifies this, Customer authorizes and directs Bank to use the written amount of the check as the paid amount and agrees that. Bank will not be held liable for any damages if an encoding error is created. Bank will take reasonable steps to correct any encoding error properly identified by Customer.
 - d. **Restricted payments:** If an item bears a restrictive legend or is accompanied by correspondence purporting to restrict the amount or nature of payment, Customer shall indicate on the Enrollment Form whether Bank is authorized to process the item for payment. Notwithstanding the foregoing, we assume no responsibility or liability for any failure to discover any such restriction or limitation.

- e. Bank will accept and process Canadian items made payable in U.S. funds. Bank will process and deposit the check for the face value of the Canadian item. The check will then be processed through the International Exchange Department to determine the actual amount of the exchange rate. An adjustment will be completed and posted to the Lockbox Account or any other depository account of Customer for the exchange rate difference. All other foreign items will be returned to Customer prior to processing.

f. Dishonored Items.

- 1) Non-Sufficient Funds ("NSF"): Any NSF item and any item missing an endorsement(s) which can be supplied by the Bank will not be redeposited but will be charged against the Lockbox Account or other depository account of Customer and returned to Customer.
- 2) Foreign Funds. Bank shall have no responsibility for processing or depositing any items payable in any funds other than United States currency. Consequently, items payable in foreign funds shall be forwarded to Customer unprocessed.

Customer may change designations by request to the Bank Representative. Such change is subject to approval and will take effect after Bank has received such notice and had a reasonable opportunity to act.

**Synovus Treasury Management Services
Synovus Gateway Mobile Services Terms**

1. **Mobile Services Available Through Synovus Gateway.** Except as we otherwise indicate from time to time, all Synovus Gateway Services are available through mobile banking, whether Synovus Gateway is accessed through a mobile device or through the use of the App. The Mobile Deposits Service described in Section 8(h) below is available only through the use of the App. Other features available through the App may not be available through Synovus Gateway accessed without use of the App.
2. **Your Mobile Device Responsibilities.** You are responsible for providing your own mobile device (a "**Mobile Device**") to access and use Synovus Gateway with a Mobile Device, and you are responsible for obtaining your own mobile communications service provider. You are responsible for all fees and charges that you might incur to any mobile communications service provider or any other third parties while using Synovus Gateway with a Mobile Device. Please note that the Services are maintained to work with, and you should ensure you use, the most recent versions of Apple®'s and Android®'s operating systems on your Mobile Devices and with the most recent versions of nationally popular mobile devices and web browsers.
3. **Using Your Credentials.** The Credentials you use for Synovus Gateway must be used to access Synovus Gateway through your Mobile Device. **Note: If you enroll more than one Mobile Device in Synovus Gateway using the same Credentials you must use a unique secure access code for each Mobile Device. Each Mobile Device accessed using the same Credentials will have the same access rights to Synovus Gateway and Synovus Gateway Services, even if the actual user of the Mobile Device would not otherwise have this level of access to your Accounts, whether through Synovus Gateway or otherwise.** You acknowledge and agree that when one of your Authorized Users gives Credentials or a Mobile Device to another person, your Authorized User thereby authorizes that person to use Synovus Gateway and Synovus Gateway Service to the fullest extent as the Authorized User, and you are responsible for and are hereby deemed to have expressly authorized all transactions that person performs with Synovus Gateway or Synovus Gateway Services, whether or not you intended, desired or actually authorized such transactions. Transactions that you or someone acting with you or any of your Authorized Users or Administrator initiates with fraudulent intent are also authorized transactions. For your protection, all user should log out after every use of Synovus Gateway or a Synovus Gateway Service on a Mobile Device and close the browser to ensure confidentiality.
4. **Synovus Gateway Mobile™.**
 - a. **License.** You are hereby granted a personal, limited, nontransferable, nonexclusive, nonsublicensable and nonassignable license ("**License**") to download, install, and use Synovus Gateway Mobile within the United States and its territories. In the event that you obtain a new or different Mobile Device, you will be required to delete the App from the existing Mobile Device and download and install the App to that new or different Mobile Device. You agree to promptly notify us at 1-888-SYNOVUS (1-888-7966887) if you change Mobile Devices or get a new telephone number for your Mobile Device. You can manage your Mobile Device settings in Synovus Gateway Settings tab. This License shall be deemed revoked immediately upon (i) any termination of Mobile Device access to Synovus Gateway in accordance with this Agreement; (ii) your deletion of the App from your Mobile Device; or (iii) written notice to you at any time, with or without cause. In the event this License is revoked for any of the foregoing reasons or if you cease using the App, you agree to promptly delete the App from all of your Mobile Devices.
 - b. **Proprietary Rights.** You are permitted to use content delivered to you through the App only with Synovus Gateway and Synovus Gateway Services. You may not copy, reproduce, distribute, or create derivative works from this content or the App. Further, you agree not to reverse engineer or reverse compile any mobile Synovus Gateway technology, including, but not limited to, the content or the App.

- c. **User Conduct.** You agree not to use Synovus Gateway Mobile or the content or information delivered through the App in any way that would: (i) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the App; (ii) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the App to impersonate another person or entity; (iii) violate any law, statute, ordinance, or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, antidiscrimination, or false advertising); (iv) be false, misleading, or inaccurate; (v) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (vi) be defamatory, trade libelous, unlawfully threatening, or unlawfully harassing; (vii) potentially be perceived as illegal, offensive, or objectionable; (viii) interfere with or disrupt computer networks connected to Synovus Gateway or to any Synovus Gateway Service; (ix) interfere with or disrupt the use of the App, Synovus Gateway or any Synovus Gateway Service by any other user; or (x) use the App, Synovus Gateway or any Synovus Gateway Service in such a manner as to gain unauthorized entry or access to the computer systems of others.
 - d. **No Commercial Use or Resale.** You agree that the App is for your use only. You agree not to resell or make commercial use of the App.
5. **Mobile Synovus Gateway Questions.** If you have any questions about Synovus Gateway Mobile or its use with Synovus Gateway or any Synovus Gateway Service, you can contact us at 1-888-SYNOVUS (1-888-796-6887).
6. **Responsibilities for Your Mobile Device and Mobile Communications Services.** Except as provided herein, we are not responsible for any loss, damage, or injury whatsoever resulting from:
- a. An interruption in your mobile communications or telephone service;
 - b. The disconnecting of your mobile communications or telephone service by your mobile communications or telephone service provider or from deficiencies in your connection quality; or
 - c. Any defect or malfunction or misuse of your Mobile Device or the App.

We are not responsible for any services relating to your Mobile Device or the App other than those specified in this Agreement. Your mobile service carrier or provider is not the provider of any financial services available through mobile Synovus Gateway, and is not responsible for any of the materials, information, products, or services made available to you by us.

7. **Mobile Synovus Gateway Service Limitations.** Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to the App or the access to Synovus Gateway or a Synovus Gateway Service using the App. These difficulties may result in loss of data, personalization settings, or other Synovus Gateway interruptions. You agree (i) neither we nor any of our service providers assumes responsibility for the timeliness, deletion, misdelivery, or failure to store any user data, communications, or personalization settings in connection with your use of Synovus Gateway or Synovus Gateway Services with your Mobile Device, (ii) neither we nor any of our service providers assumes responsibility for the operation, security, functionality, or availability of any Mobile Device or mobile network which you utilize to access Synovus Gateway or any Synovus Gateway Service, and (iii) neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon. You agree to exercise caution when utilizing Synovus Gateway Mobile on your Mobile Device and to use good judgment and discretion when obtaining or transmitting information to Synovus Gateway or any Synovus Gateway Service. Financial information shown on Synovus Gateway or any Synovus Gateway Service reflects the most recent account information available through the App and may not be accurate or current. You acknowledge that your Mobile Device might become subject to tracking, hacking, or unauthorized viruses or malicious code, and that we are not responsible for monitoring or notifying you of the potential effect of any such activities or malware, even if we become aware of them. Your use of the Mobile Device and the App to access Synovus Gateway or any Synovus Gateway Service is at your own risk.

8. Mobile Deposits

- a. **General Description of Mobile Deposits.** The mobile deposits Synovus Gateway Service allows you to use your Mobile Device and the App to make images of checks payable to you (the “Checks”) and digitally transmit such images to us for deposit to your Account(s) with us (“**Mobile Deposits Service**”). Your eligible Accounts (some or all of your Accounts might not be eligible for the Mobile Deposits Service) into which deposits may be made are designated by you through the Mobile Deposits Service. See the “Eligible Checks” subsection 8(h)(iv) below, for information regarding limits on the types of Checks that can be deposited using the Mobile Deposits Service. Please note that your Mobile Device carrier may charge you for your use of your Mobile Device in connection with the Mobile Deposits Service.
- b. **Additional Limitations of Service.** We provide the Mobile Deposits Service to you as a convenience, on an AS IS, AS AVAILABLE basis. You agree that we will have no liability or responsibility for any failure to detect duplicate Checks, fraudulent Checks, or any errors in Checks or for verifying any dates or data, and, except as otherwise expressly set forth herein, that we may disregard any restrictive notation of any kind. You might periodically experience technical or other difficulties when using the Mobile Deposits Service. We are not responsible for any difficulties or interruption to the Mobile Deposits Service you might experience or any damages you might suffer as a result thereof. We may change the qualifications for using the Mobile Deposits Service, or one or more of its

features, in our sole discretion at any time without prior notice. We also reserve the right to change, suspend, or terminate the Mobile Deposits Service, in whole or in part, in our sole discretion at any time without prior notice to you.

- c. **Transmission and Acceptance of Images; Image Quality.** In order to deposit a Check using the Mobile Deposits Service, you must use the App to send us an image of both the front and back of each Check (collectively "**Check Image**"). A camera of at least two megapixels in resolution is required. The front image must clearly display the entire MICR line. After capturing the images, you must visually examine them to make sure they are totally readable and verify and validate the total of the deposit. If the Check is torn or crumpled, or the photograph is not within the on-screen corners, not well-lit, does not contrast with the background, is blurry, or is not in focus we might not be able to process your deposit. You agree that the image quality of each Check must meet the requirements established from time to time by the American National Standards Institute ("**ANSI**"), the Board of Governors of the Federal Reserve Board, and any other regulatory agency, clearing house or association (collectively "**Check Standards**"). You acknowledge that you are solely responsible for the quality, completeness, accuracy, validity, and integrity of each Check sent by you for deposit to your Account. If your Check Image does not meet the Check Standards or we otherwise determine that we cannot process a Check you send us ("**Rejected Check**"), then you may either re-image the Check and resubmit same for deposit to your Account or you may deposit the original of any such Rejected Check by another means. In no event shall we be obligated to process any imaged Check unless it meets the Check Standards and the image quality is acceptable to us, in our sole discretion, regardless of the number of times you may re-image and resubmit such re-imaged Check for deposit. We may, at our option and solely for our benefit, also perform a risk management analysis of Checks to detect potentially fraudulent Checks and/or check for viruses and malware, and, in our sole discretion, reject any Check or file. Upon receipt of the Checks, we may examine the Checks to ensure they are not Ineligible Checks (as defined below) and we may, in our sole discretion, reject and not accept the Check or elect to accept and process the Check.
- d. **Eligible Checks.** You agree the Checks you image and deposit shall only be checks made out to you and drawn on a U.S. financial institution. You also agree that when the image of the Check transmitted to Synovus is converted to an image replacement document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree that you will not image and deposit any of the following types of checks or items using the Mobile Deposits Service ("Ineligible Checks") and if you do so we may refuse or reverse the transaction:

- 1) Foreign checks (meaning checks drawn on financial institutions that reside outside the United States or its territories or that otherwise do not clear through the Federal Reserve System).
 - 2) Any checks or items made payable to any person, company, or party other than you.
 - 3) Checks or items for non-business purposes (no checks for personal, household, or family purposes may be deposited).
 - 4) Checks or items payable jointly unless deposited to an account in the name of all joint payees.
 - 5) Checks or items containing an alteration on the front of the item, or which you know or suspect, or should have known or suspected, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
 - 6) Checks or items written on an account owned by you or on which you are a signor.
 - 7) Checks that are remotely created as defined by Reg. CC or which are not in original form or are substitute checks.
 - 8) Checks or items that are drawn or otherwise issued by the U.S. Treasury or that are Treasury Tax and Loan payments.
 - 9) Cashier's checks, teller's checks, money orders, or traveler's checks.
 - 10) Checks or items that are stale-dated or more than six (6) months old.
 - 11) Checks or items that are post-dated or future-dated.
 - 12) Checks or items not payable in U.S. currency.
 - 13) Checks or items which have been previously deposited in any manner (including use of the Mobile Deposits Service or other means).
 - 14) Checks or items not endorsed as required by Synovus.
- e. **Endorsements.** You agree to restrictively endorse any item transmitted through the Mobile Deposits Service by clearly printing "For Synovus Bank Mobile Deposit Only," with your signature, on the back of the Check. You also agree to follow any other and all instructions for use of the Mobile Deposits Service as Synovus may establish from time to time. If you fail to write "For Synovus Bank Mobile Deposit Only" on the back of the Check and your Check is paid or presented more than one time, you may be liable to the Bank for the amount of the Check and all costs that we incur for the multiple payment or presentment. In addition, if you fail to properly endorse the Check and/or follow our instructions and procedures for the Mobile Deposits Service, we might not accept the Check for deposit or the processing of the Check could be delayed. If there is no endorsement and signature on the back of the Check it will not be accepted for deposit and/or will be returned.
- f. **Location and Time of Deposit; Cut-Off Time and Deposit Limit.** Checks shall be deemed received by us for deposit when actually received and accepted by us. In general, if an image of a Check, excluding an Ineligible Check, you transmit through the Service is received and accepted before 6 p.m. Eastern Time on a Business Day (the "**Mobile Cut-off Time**"), we consider that day to be the day of your deposit; otherwise, we will consider that the deposit was made on the next Business Day. We may, at our option, set monthly dollar amount deposit thresholds ("**Deposit Limits**"), and may refuse to accept Checks that exceed the Deposit Limits, or we may accept and process the Checks, in our sole discretion. If we establish a Deposit Limit, you agree not to exceed the Deposit Limit. If we accept a deposit in excess of the Deposit Limit such deposit will still be subject to the terms of this Agreement. Our acceptance of Checks in excess of any Deposit Limits does not require us to accept Checks in excess of the Deposits Limits at a future time. We reserve the right to change the

Deposit Limits and Mobile Cut-off Time, in our sole discretion. Such modifications will be effective immediately and may be implemented prior to your receipt of notice of the newly established Deposit Limits or Mobile Cut-off Time.

- g. **Funds Availability.** You agree that Checks transmitted using the Mobile Deposits Service are not subject to the funds availability requirements of Reg. CC. Funds deposited using the Mobile Deposits Service will generally be made available within three (3) Business Days from the day of deposit. We may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as Synovus, in its sole discretion, deems relevant. In some cases, we may not make funds deposited using the Mobile Deposits Service available in accordance with this general policy. Should this occur, a communication will be sent to you informing you as to when your funds will be available. In the event we receive an item you transmit through the Mobile Deposits Service where we have reason to doubt the collectability of that item, we may delay the availability of funds for a reasonable period of time until the item is either paid or returned. In such cases, we will notify you of this action.
- h. **Your Representations and Warranties.** By presenting a Check image to us for deposit, you represent and warrant to us that as of that date: (i) each Check is an "item" (as defined in Article 4 of the UCC) and is acceptable for deposit under the Deposit Agreement; (ii) the Check contains a preprinted serial number; (iii) the Check is accurate, complete, and authentic; (iv) the Check was completed and duly signed by the drawer, who is the drawer named on the Check; (v) the Check is a valid payment obligation to you; (vi) that you have not endorsed the Check to any third party; (vii) the Check is drawn on a bank or financial institution located in the United States and the drawer is a U.S. resident; (viii) the Check amount is in the exact amount of the goods or services purchased; (ix) the goods or services have been delivered to the drawer and have not been returned or disputed; (x) the Check has not been previously, imaged, scanned, or otherwise submitted for deposit; (xi) the Check does not contain computer viruses or other harmful, intrusive, or invasive codes; (xii) the Check has been duly endorsed by you; and (xiii) that the Check is not an Ineligible Check. In addition, you make the same representations and warranties to us with regard to each Check transmitted by you through the Mobile Deposits Service pursuant to this Agreement as you would make under the UCC if you presented the original check or other item to us, rather than the Checks.
- i. **Deposit Services.** We will process for deposit the Checks you submit to us, subject to our rights with respect to Rejected Checks and Ineligible Checks and your compliance with the terms of this Agreement. No deposit is complete until we have notified you of our acceptance of your Check. Receipt of this confirmation does not mean that the transmission was error free, complete, or will be considered a deposit and credited to your Account. Upon your receipt of confirmation from Synovus through the Mobile Deposits Service that we have received an image of the Check you transmitted, you agree to safeguard the originals of such imaged Checks for at least thirty (30) days and thereafter to destroy the original of the deposited Check. During the time the original Check is held by you it shall be subject to review by us at any time. After destruction of the original Check, the image will be the only evidence of the Check. You agree to cooperate with Synovus in the investigation of any unusual transactions, poor quality images, resolution of claims, including you providing, upon our request and at no cost to us, the original Check and copies of any documentation relating to your Checks and deposit transactions.
- j. **Responsibility for Multiple Deposits of the Same Check.** You acknowledge and agree that you will bear sole responsibility and liability in the event of multiple deposits of the same Checks, whether such multiple deposits are intentional or unintentional and whether resulting from fraud or for any other reason whatsoever, and whether such multiple deposits are made electronically or as paper checks with us or any other financial institution or any combination thereof. You agree that the aggregate amount of all such Checks that are deposited more than once shall be debited against your Account, and to the extent funds in your Account are insufficient to cover such amount, then any balance shall be debited by us against any of your other Accounts as determined by us, in our sole discretion. You further acknowledge that you are fully responsible for the original Checks that are imaged and deposited using the Mobile Deposits Service and that the liability to the maker of any Check so imaged that may result from your use of the Mobile Deposits Service or from the necessity of our printing substitute checks from the images thereof transmitted by you to us shall be solely your liability and that we shall have no liability whatsoever therefore. You agree that we have no liability or responsibility for any failure to detect a duplicate Check.
- k. **Presentment of Checks.** Unless otherwise agreed to in writing by us, we will, in our sole discretion, determine the manner in which Checks shall be presented for payment to the drawee bank. Likewise, we will, in our sole discretion, select the clearing agents used to collect and present the Checks and our selection of the clearing agents shall be considered to have been designated by you. We shall not be liable for the negligence of any clearing agent. You agree to be bound by any agreements entered into by and between us and any clearing agents and you agree to be bound by all clearinghouse rules and regulations, including, without limitation, Regulations of the Board of Governors of the Federal Reserve, Federal Reserve Customer Operating Circulars, and Rules of the National Item Exchange ANSI, or other clearinghouse association of which we might be a member or to which Rules we agree to, or are bound by.
- l. **Physical Delivery.** You agree that if for any reason you are not able to image and transmit Checks to us, including, without limitation, communications, equipment or software outages, interruptions or failures, you will be responsible for using other methods to deposit the original Checks. The deposit of original Checks at a Synovus location or ATM shall be governed by the applicable Account Agreement and not by the terms of this Agreement.
- m. **Returned Checks.** We will process and return unpaid Checks in accordance with applicable laws and regulations and the Deposit Agreement. If Checks previously deposited are dishonored and returned unpaid by the drawee bank, you understand and agree that, since you either maintain the original Check or have destroyed the original Check in accordance

with this Mobile Deposits Agreement, the original Check will not be returned and we may reverse the deposit of the Check to the designated Account to which the Check was deposited. We reserve the right to charge back to your Account at any time, any Check that was subsequently returned to us or that we subsequently determine was an Ineligible Check. You understand and agree that the image may be in the form of an electronic or paper reproduction of the original Check or a substitute check.

- 9. Limitation of Liability.** In addition to, and not in lieu of, the limitations of liability set forth elsewhere in this Agreement, you agree that you shall remain liable for and that we shall not be accountable to you for any Check that is not received and accepted by us or is intercepted or altered by an unauthorized third party. You agree that we shall have no obligation to accept a Check and therefore may reject any Check you submit. We have no obligation to notify you of the rejection of any Check but will make reasonable efforts to do so. We shall have no liability to you for any Ineligible Checks, charging back to your Account for an Ineligible Check, the rejection of any Check, or for failure to notify you of a rejection. We are not responsible for detecting any errors contained in any Checks created by you and transmitted to us. We are not responsible for examining the Checks to verify any data or dates and will disregard any restrictive notation of any kind.
- 10. Indemnification.** In addition to, and not in lieu of, the other indemnification provisions in this Agreement, you agree to indemnify and hold Synovus and its directors, officers, employees, and agents harmless from all losses, liability, claims, demands, judgments, and expenses (including attorney's fees and expenses) arising out of or in any way connected with any of the following: your use of the Mobile Deposits Service, your negligence or willful misconduct, your breach or violation of any term or provision of this Agreement, your breach or violation of any of your representations or warranties in this Agreement, the multiple submission for deposit of imaged Checks using the Mobile Deposits Service, the submission of fraudulent items using the Mobile Deposits Service, any failure of your Mobile Device or the App or any disruption in the transmitting of any images or data by you to us, your failure to endorse any Checks electronically transmitted by you to us, your failure to destroy the originals of imaged Checks submitted by you using the Mobile Deposits Service within the time frame provided for, any misuse of the Mobile Device or the herein designated hardware or software by you or by any individual or entity acting on your behalf or within your control, or your failure to comply with any applicable federal and state statutes, rules, and regulations in force pertaining to or regarding Mobile Deposits Service procedures for the Mobile Deposits Service or to the deposit of Checks in your Account.
- 11. Financial Tools (PFM).** If you elect to use the Financial Tools (PFM) Service, this Synovus Gateway Service is provided by a Third Party Service Provider and you must enter into a Third Party Service Addendum in order to receive it. You agree to comply with the Third Party Service Addendum. You further agree that the Third Party Service Provider, not Synovus, is providing the service and that all of your rights and remedies regarding errors or other issues in connection with the service will be solely against the Third Party Service Provider and not against Synovus. You agree that our sole responsibility in connection with the Financial Tools (PFM) Service is the reasonably diligent selection of the Third Party Service Provider.

12. Operating Environment.

- a. In order to use Synovus Gateway and Synovus Gateway Services you must have the following: (i) a desktop or laptop computer; (ii) operating systems in the versions listed in the Service Procedures (currently Windows® 10 or Mac® OS X 10.10); (iii) a secure (encrypted) web browser (in the versions listed in the Service Procedures); (iv) Internet access through an Internet Service Provider ("ISP") (with a least 1 Mbps download speed or higher as set forth in the Service Procedures); (v) for access to Synovus Gateway using a mobile device, an eligible Mobile Device, and, if desired, Synovus Gateway Mobile™; and (vi) Adobe Acrobat® reader for desktop or mobile to access certain electronic Communications. Currently, Synovus Gateway requires either of the following browsers: Chrome®, Edge® or Firefox® (versions 2.0 and higher, for PC or Mac). You agree to provide reasonable protection against computer intrusions and data exfiltration, including, without limitation, firewalls, current and regularly updated malware protection services (such as anti-virus and anti-spyware defense and regular scanning) and prompt implementation of security-relevant software upgrades (such as patches, servicepacks and hot fixes). Synovus may change these requirements from time to time by posting any changes on Synovus Gateway or in the Service Procedures or by notifying your Administrator.
- b. Except as provided herein, we are not responsible for any loss, damage or injury whatsoever resulting from:
- 1) An interruption in your electrical power or telephone or Internet service;
 - 2) The disconnecting of your telephone line by your local telephone company or deficiencies in line quality; • The disconnecting of your electrical service by the provider of electrical power to you; or
 - 3) Any defect or malfunction of your computer, modem, system, or any equipment or other devices utilized in connection with initiating a payment or transfer, or telephone line or Internet access.
 - 4) Any malicious software or code, computer virus or worm or other disabling procedure, whether present on your computer, network, system or equipment, or on ours.

We are not responsible for any services relating to your computer or Wireless Device, including any fees or charges for Internet service, or any voice, message, text or data services. You are solely responsible for such fees and charges and for any issues with the Mobile Service caused by such services. Your mobile service carrier or provider is not the provider of any financial services available through the Mobile Service, and is not responsible for any of the materials, information, products, or services made available to you by us.

**Synovus Treasury Management Services
NetImage Services Addendum**

1. **Acceptance of NetImage Services.** By selecting the NetImage Services (the “**NI Service**”) on the Enrollment Form, you agree to the terms of this NetImage Services Addendum (the “**NI Service Addendum**”) and this NI Service Addendum thereby becomes a part of the Master Services Agreement for Treasury Management Services (the “**Master Services Agreement**”). The Master Services Agreement, together with this NI Service Addendum, shall constitute one “**NI Service Agreement**” for the NI Service, the terms and conditions of which shall be binding upon both parties and shall govern the establishment and continued use by Customer of the NI Service. Customer acknowledges the receipt of a copy of this NI Service Addendum and the current Master Services Agreement. This NI Service Addendum is effective as of the date accepted by Bank. Capitalized terms used but not defined herein shall have the meanings provided in the Master Services Agreement. If a discrepancy or inconsistency is determined to exist between the terms of the Master Services Agreement and the terms of this NI Service Addendum, the terms of this NI Service Addendum will control with respect to the NI Services, but only to the extent necessary to resolve the discrepancy or inconsistency.
2. **The NetImage Service.** You may use the NI Service to view, research and print images of checks, debits, deposits, credits, returned deposited items and re-deposited items in connection with your Account for each Account designated for this purpose in the Enrollment Form.

**Synovus Treasury Management Services
Premium Yield/Line of Credit Sweep Addendum**

1. **Acceptance of Premium Yield/Line of Credit Sweep Services.** By selecting the Premium Yield/Line of Credit Sweep Services (the “**Premium Yield Sweep Service**”) on the Enrollment Form, you agree to the terms of this Premium Yield/Line of Credit Sweep Addendum (the “**Premium Yield Sweep Addendum**”) and this Premium Yield Sweep Addendum thereby becomes a part of the Master Services Agreement for Treasury Management Services (the “**Master Services Agreement**”). The Master Services Agreement, together with this Premium Yield Sweep Addendum, shall constitute one “**Premium Yield Sweep Agreement**” for the Premium Yield Sweep Service, the terms and condition of which shall be binding upon both parties and shall govern the establishment and continued use by Customer of the Premium Yield Sweep Service. Customer acknowledges the receipt of a copy of this Premium Yield Sweep Addendum and the current Master Services Agreement. This Premium Yield Sweep Addendum is effective as of the date accepted by Bank. Capitalized terms used but not defined herein shall have the meanings provided in the Master Services Agreement. If a discrepancy or inconsistency is determined to exist between the terms of the Master Services Agreement and the terms of this Premium Yield Sweep Addendum, the terms of this Premium Yield Sweep Addendum will control with respect to the Premium Yield Sweep Services, but only to the extent necessary to resolve the discrepancy or inconsistency.
2. **The Sweep Service.** Customer may use the Premium Yield Sweep Service to preauthorize daily transfers to and from the “Master Account” and the “Premium Yield Account” and to and from the Master Account and Customer’s “Line of Credit Account” with Bank each as designated in the Premium Yield Sweep Services section of the Enrollment Form, subject to the terms of this Premium Yield Sweep Addendum. The Line of Credit is subject to the terms of the separate line of credit agreement between Customer and Bank (the “**Credit Agreement**”).
3. **Authorization.** Customer hereby appoints Bank, and Bank hereby accepts the appointment, to act as agent for Customer, subject to the terms of the Master Services Agreement (including this Premium Yield Sweep Addendum), for the purpose of making transfers of funds between the Master Account, the Premium Yield Account, and the Line of Credit, as provided in this Premium Yield Addendum. Such transfers will be automated preauthorized transfers and will continue to be made until terminated or changed in accordance with the terms of this Premium Yield Sweep Agreement.
4. **Funds Transfers.**
 - a. **Excess Funds Transfers.** When the balance of available funds in the Master Account exceeds the “Target Balance” for the Account (as agreed to by Bank and Customer) after the posting of all items, transfers, and other debits to be paid from or posted to the Master Account on any Business Day, Bank is hereby authorized and directed to withdraw the amount of the excess funds (as further defined below, the “**Excess Funds**”) on behalf of Customer and to transfer the Excess Funds to the Premium Yield Account (where they will earn interest) and/or to the Line of Credit, in accordance with the Enrollment Form. On the next Business Day after the day any transfer was made to the Premium Yield Account, all funds on deposit to the Premium Yield Account will be transferred back to the Master Account and will be available, to the extent such funds are available for withdrawal, to pay any items, transfers, and other charges to be paid from or charged to the Master Account on that Business Day. “**Excess Funds**” means only those funds of Customer credited to the Master Account in excess of the Target Balance, after all items to be paid from or charged to the Master Account on that Business Day have been paid and posted, that are funds collected and available for withdrawal by Customer as a matter of right under Bank’s published funds availability schedule. Funds that are posted to the Master Account but are not yet available funds are not included in Excess Funds. In the event that Bank, in its sole and absolute discretion, treats funds of Customer that are not yet available for withdrawal as a matter of right as “Excess Funds” on any one or more occasions, Bank may decline to treat funds that are not yet available for withdrawal as a matter of right as “Excess Funds” at any other time or times without notice to Customer. Any departure by Bank from the foregoing requirement regarding Excess Funds shall not constitute a waiver by Bank or an obligation of Bank to depart from this requirement at any other time.

- b. **Deficit Funds Transfers.** Customer further authorizes and directs Bank to make transfers to the Master Account from the Line of Credit each Business Day, in accordance with the Enrollment Form, as necessary to return the Master Account to a positive balance at the close of the Business Day.
 - c. **Minimum Transfer.** The minimum transfer of Excess Funds from the Master Account to the Premium Yield Account is \$1,000, and transfers of Excess Funds will be made in increments of \$1,000.
3. **Automatic Transfers.** Automatic transfers to and from the Premium Yield Account may occur each Business Day. All Customer transaction activity to and from the Premium Yield Account must occur through an automatic transfer from or to the Master Account pursuant to this Premium Yield Sweep Addendum. Interest on funds in the Premium Yield Account will be calculated daily and credited daily. Bank may change the rate of interest paid on the Premium Yield Account from time to time without advance notice to Customer. The rate of interest paid during the statement period will be shown on the monthly or other periodic statements of the account. Customer can obtain the current rate of interest being paid by contacting a Bank Representative. In all other respects, the Premium Yield Account is subject to the terms of Bank's standard agreement for commercial deposit accounts, a copy of which is available upon request.
4. **Payments and Deposits on Behalf of Customer.** Bank is hereby authorized and directed to transfer the Excess Funds in the Master Account as follows:
- a. First, if applicable, to pay or reduce the unpaid balance of the Line of Credit, up to the lesser of the amount of the Excess Funds or the outstanding balance of the Line of Credit; and
 - b. Next, if Excess Funds in the amount of \$1,000 or more remain, for deposit to the Premium Yield Account in increments of \$1,000.
5. **Line of Credit.** (Applicable only if Line of Credit is marked as applicable below.) Bank is hereby authorized and directed to make advances under the Line of Credit each Banking Day in minimum increments of \$1,000 as necessary to restore the Master Account to a positive balance at the close of business that day and to deposit the loan proceeds in the Master Account. Advances under the Line of Credit are subject to the terms of the Credit Agreement. The advances and transfers will be suspended upon any event of default, termination, or payment demand under the Credit Agreement. Customer may terminate the direction to Bank to make advances under the Line of Credit given in the Enrollment Form by written, electronic mail or facsimile notice from an authorized representative of Customer to the Bank Representative. Such termination will take effect after Bank has received the notice from Customer and has had a reasonable opportunity to act on it.
6. **Master Account and Line of Credit:** Customer designates the accounts to be considered as the Master Account and Line of Credit for use with the Premium Yield Sweep Service in the Enrollment Form.

Synovus Treasury Management Services Remittance Processing/Lockbox HIPAA Addendum

1. **Acceptance of Remittance Processing/Lockbox HIPAA Service.** By selecting the Remittance Processing/Lockbox HIPAA Services (the "**Lockbox HIPAA Service**") on the Enrollment Form, you agree to the terms of this Synovus Gateway Services Addendum (the "**Lockbox HIPAA Addendum**") and this Lockbox HIPAA Addendum thereby becomes a part of the Master Services Agreement for Treasury Management Services (the "**Master Services Agreement**"). The Master Services Agreement, together with this Lockbox HIPAA Addendum, shall constitute one "**Lockbox HIPAA Service Agreement**" for the Lockbox HIPAA Service, the terms and conditions of which shall be binding upon both parties and shall govern the establishment and continued use by Customer of the Lockbox HIPAA Service. Customer acknowledges the receipt of a copy of this Lockbox HIPAA Addendum and the current Master Services Agreement. This Lockbox HIPAA Addendum is effective as of the date accepted by Bank. Capitalized terms used but not defined herein shall have the meanings provided in the Master Services Agreement. If a discrepancy or inconsistency is determined to exist between the terms of the Master Services Agreement and the terms of this Lockbox HIPAA Addendum, the terms of this Lockbox HIPAA Addendum will control with respect to the Lockbox HIPAA Services, but only to the extent necessary to resolve the discrepancy or inconsistency.
2. The parties have entered into this Lockbox HIPAA Addendum to comply with HIPAA, and agree as follows:
- a. **Definitions:** Terms used, but not otherwise defined, in this Lockbox HIPAA Addendum shall have the same meaning as those terms in the Privacy Rule and the Security Rule under HIPAA (defined herein). Customer is a "**Business Associate**" or a "**Covered Entity**" as such terms are defined under Health Insurance Portability and Accountability Act of 1996, and the rules and regulations published thereto, all as may be from time to time modified or amended (collectively herein referred to as "**HIPAA**").
 - b. **Privacy Obligations of Customer and Bank:**
 - 1) Customer and Bank agree to not use or disclose Protected Health Information other than as permitted or required by this Lockbox HIPAA Addendum or as required by law.

- 2) Customer and Bank agree to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Lockbox HIPAA Addendum.
 - 3) Customer and Bank agree to mitigate, to the extent practicable, any harmful effect that is known to either party of a use or disclosure of Protected Health Information in violation of the requirements of this Lockbox HIPAA Addendum.
- c. Customer and Bank agrees to report to the other party within three (3) days of any use or disclosure of the Protected Health Information not provided for by this Lockbox HIPAA Addendum of which it becomes aware.
 - d. Customer and Bank agree to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by either party, agrees to the same restrictions and conditions that apply through this Lockbox HIPAA Addendum to the parties with respect to such information.
 - e. Customer and Bank agree to provide access, at the request of the other party upon reasonable notice, and in the time and manner requested, to Protected Health Information in a Designated Record Set (as that term is defined in HIPAA's Rules), to the other party or, as directed by the other party, to an individual in order to meet the requirements under 45 CFR § 164.524.
 - f. Customer and Bank agree to make any amendment(s) to Protected Health Information in a Designated Record Set that the other party directs or agrees to pursuant to 45 CFR § 164.526 at the request of the other party or of an individual, and in the time and manner requested by the other party.
 - g. Customer and Bank agree to make internal practices, books and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by that party on behalf of the other party available to other party or to the Secretary, within thirty (30) days of receipt of a written request or within the time and in the manner designated by the Secretary, for the purposes of the Secretary determining Bank compliance with the Privacy Rule.
 - h. Customer and Bank agree to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the other party to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, exclusive of those disclosures for payment or healthcare operations, in accordance with 45 CFR § 164.528.
 - i. Customer and Bank agree to provide to the other party or to an Individual, in time and manner requested by the other party, information collected in accordance with subsection 2.h, of this Lockbox HIPAA Addendum, to permit the other party to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
3. **Permitted Uses and Disclosures.** Except as otherwise limited in this Lockbox HIPAA Addendum, Customer and Bank may use or disclose Protected Health Information on behalf of, or to provide services to, the other party if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by other party or the minimum necessary policies and procedures of other party.
4. **Notification Obligations:**
 - a. Customer and Bank shall notify the other party of any limitation(s) in its notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect the other party's use or disclosure of Protected Health Information.
 - b. Customer and Bank shall notify the other party of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect the other party's use or disclosure of Protected Health Information.
 - c. Customer and Bank shall notify the other party of any restriction to the use or disclosure of Protected Health Information that it has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect the other party's use or disclosure of Protected Health Information.
 - d. Customer and Bank shall not request the other party to use or disclose Protected Health Information in any manner that would not be permissible if done by Customer or Bank under the Privacy Rule.
5. **Security Rule Obligations:** Customer and Bank hereby agree to the following:
 - a. to implement administrative, physical, and technical safeguards ("**Safeguards**") that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI (as such term is defined in the Security Rule) as required by the Security Rule [§164.314 (a)(2)(i)(A)];

- b. to ensure that any agent and subcontractor to whom the parties provide ePHI agrees to implement reasonable and appropriate safeguards to protect ePHI [§164.314 (a)(2)(i)(B)];
- c. report promptly to the other party any Security Incident of which they become aware. [§164.314 (a)(2)(i)(C)]; and
- d. make their policies, procedures, and documentation required by the Security Rule relating to the Safeguards available to the Secretary of HHS for purposes of determining the parties' compliance with the Security Rule. [68 Fed. Reg. 8334, 8359].

6. Term and Termination:

- a. **Term:** The Term of this Lockbox HIPAA Addendum shall be effective as of the date Bank and Customer are subject to HIPAA, and shall terminate when all of the Protected Health Information provided by either party to the other, or created or received by either party on behalf of the other party, is destroyed or returned to the party providing the Protecting Health Information, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- b. **Termination:** Upon either party's knowledge of a material breach of the other party, the party with such knowledge shall either:
 - 1) Provide an opportunity for the other party to cure the breach or end the violation and terminate this Lockbox HIPAA Addendum if the breaching party does not cure the breach or end the violation within the time specified by the first party;
 - 2) Immediately terminate this Lockbox HIPAA Addendum if the breaching party has breached a material term of this Lockbox HIPAA Addendum and cure is not possible; or
 - 3) If neither termination nor cure is deemed appropriate by the party with such knowledge, the first party shall report the violation to the Secretary.

c. Effect of Termination:

- 1) Except as provided in paragraph (a) of this Section 6, upon termination of this Lockbox HIPAA Addendum, for any reason, each party shall return or destroy all Protected Health Information received from the other party, or created or received by each party on behalf of the other party. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the parties. The parties shall retain no copies of the other party's Protected Health Information.
- 2) In the event that either party determines that returning or destroying the Protected Health Information is infeasible, that party shall provide to the other party notification of the conditions that make return or destruction infeasible. Upon the other party's agreement that return or destruction of Protected Health Information is infeasible, the notifying party shall extend the protections of this Lockbox HIPAA Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the notifying party maintains such Protected Health Information.

- 7. **Remedies and Indemnity.** Both parties agree that any breach of the confidentiality obligations of this Lockbox HIPAA Addendum will result in irreparable damage for which there is no adequate remedy at law. Therefore, it is agreed that the non-breaching party shall be entitled to equitable relief, including an injunction enjoining any such breach by any court of competent jurisdiction. Such injunction shall be without prejudice to any other right or remedy to which the non-breaching party may be entitled, including damages. The party breaching the confidentiality obligations of this Lockbox HIPAA Addendum (the "Breaching Party") hereby agrees to defend, indemnify and hold the other party, its officers, agents, and employees harmless from any and all claims, losses, costs, damages and expenses (including, without limitation, attorney's fees) relating to (i) any disclosure of Protected Health Information by Breaching Party or by Breaching Party's subcontractors, agents, and employees to any third party in violation of HIPAA, the terms of this Lockbox HIPAA Addendum, or any applicable law or regulation, or (ii) Breaching Party's breach or default under the provisions of this Lockbox HIPAA Addendum. The terms of this paragraph shall survive termination of this Lockbox HIPAA Addendum.

8. Miscellaneous.

- a. **Regulatory References:** A reference in this Lockbox HIPAA Addendum to a section in the Privacy Rule or the Security Rule means the section as in effect or as amended.
- b. **Amendment:** The Parties agree to take such action as is necessary to amend this Lockbox HIPAA Addendum from time to time as is necessary for the parties to comply with the requirements of HIPAA, including without limitation the Privacy Rule and the Security Rule.
- c. **Survival:** The respective rights and obligations of the parties under sub-section 5.c of this Lockbox HIPAA Addendum shall survive the termination of this Lockbox HIPAA Addendum.
- d. **Interpretation:** Any ambiguity in this Lockbox HIPAA Addendum shall be resolved to permit the parties to comply with HIPAA.

**Synovus Treasury Management Services
Remote Deposit Capture Addendum**

1. **Acceptance of Remote Deposit Capture Services.** By selecting the Remote Deposit Capture Services (the “**RDC Service**”) on the Enrollment Form, you agree to the terms of this Remote Deposit Capture Addendum (the “**RDC Addendum**”) and this RDC Addendum thereby becomes a part of the Master Services Agreement for Treasury Management Services (the “**Master Services Agreement**”). The Master Services Agreement, together with this RDC Addendum, shall constitute one “**RDC Service Agreement**” for the RDC Service, the terms and condition of which shall be binding upon both parties and shall govern the establishment and continued use by Customer of the RDC Service. Customer acknowledges the receipt of a copy of this RDC Addendum and the current Master Services Agreement. This RDC Addendum is effective as of the date accepted by Bank. Capitalized terms used but not defined herein shall have the meanings provided in the Master Services Agreement. If a discrepancy or inconsistency is determined to exist between the terms of the Master Services Agreement and the terms of this RDC Addendum, the terms of this RDC Addendum will control with respect to the RDC Services, but only to the extent necessary to resolve the discrepancy or inconsistency.
2. **The Remote Deposit Capture Service.** You may access the RDC Service to make images of checks, cashier’s checks, money orders and bank drafts (official checks) payable to Customer (the “**Checks**”) and digitally transmit such images to Bank for deposit to an Account of Customer with Bank, and to image loan payment coupons and digitally transmit such images to Bank with one or more checks to apply towards the payment of Customer’s loan or loans with Bank. The Accounts to which deposits may be made are designated in the Remote Deposit Capture section (the “**RDC Section**”) of the Enrollment Form and the Loans to which payments may be made are designated in the RDC Section of the Enrollment Form. The remote deposit locations from which deposits may be made are designated in the RDC Section of the Enrollment Form.
3. **Operating Environment.**
 - a. In order to use the RDC Service, you must have the following: (i) a personal computer; (ii) the operating systems in the versions listed on Synovus Gateway or other Web Site designated by us for this purpose or in the Master Services Agreement or in the Service Procedures; (iii) a secure (encrypted) web browser (in the versions listed on the Web Site or in the Master Services Agreement or Service Procedures); and (iv) Internet access through an Internet Service Provider (ISP). You agree to provide reasonable protection against computer intrusions and data exfiltration, including, without limitation, firewalls, current and regularly updated malware protection services (such as anti-virus and anti-spyware defense and regular scanning) and prompt implementation of security-relevant software upgrades (such as patches, service-packs and hot fixes). Bank may change these requirements from time to time by posting any change on the Web Site or other notice to you.
 - b. Except as provided herein, we are not responsible for any loss, damage or injury whatsoever resulting from:
 - 1) An interruption in your electrical power or telephone or Internet service;
 - 2) The disconnecting of your telephone line by your local telephone company or deficiencies in line quality;
 - 3) The disconnecting of your electrical service by the provider of electrical power to you;
 - 4) Any defect or malfunction of your computer, modem, or system, or any equipment or other devices utilized in connection with initiating a payment or transfer, or telephone line or Internet access; or
 - 5)
 - c. We are not responsible for any services relating to your computer other than those, if any, specified in this Agreement.
4. **Required Equipment and Software.** In order to use the RDC Service, you must scan the front and back of each Check using a scanner approved by us (the “**Approved Scanner**”). The Approved Scanner shall fully capture the image of each of the Checks to be deposited or Loan payments to be made; such images are then transmitted to us at Synovus Gateway or other Web Site designated by us for this purpose using software approved and provided by us (the “**Approved Software**”) which you have installed or have had installed on your personal computer (“**your PC**”) or by access to the RDC Service through the Synovus Gateway. Hardware and software requirements to use the RDC Service (in addition to the Approved Scanner and the Approved Software) are set forth in the Remote Deposit Capture User Guide as provided by Bank. We may modify minimum hardware and software requirements for using the RDC Service upon notice to you and you agree to comply with the minimum hardware and software requirements as specified by us from time to time. In the event the Approved Scanner used by you is provided by us for your use and is not purchased by you (and we shall have no obligation to provide an Approved Scanner to you on that basis), you agree that such Approved Scanner will be returned to us at your expense in the event you cease being a customer of ours or in the event you discontinue use of the RDC Service. In addition, in either of such events, you shall return to us at your expense any software which we may have provided to you in connection with your use of the RDC Service. You agree not to use the Approved Scanner or the Approved Software for any other purpose other than those set forth herein.
5. **Transmission of Images.** Customer will visually examine the images and re-scan images, which are totally or partially unreadable, verify and validate the total of the deposit, as reflected by the software application, and transmit the images and totals for each deposit to us via high speed Internet using a secure web browser. You acknowledge and agree that in no event shall any deposit being made hereunder be deemed received until such time as you receive a confirmation of the deposit via email from us. Email confirmation shall be provided to the Administrator or the Authorized Users designated by the Administrator.

6. **Your Representations and Warranties.** As of each date that a Check is scanned, you represent and warrant to us that: (a) each Check is an "item" (as defined in Article 4 of the Uniform Commercial Code) and is acceptable for deposit under the Account Agreement; (b) the Check contains a pre-printed serial number; (c) the Check is accurate, complete, and authentic; (d) the Check was completed and duly signed by the drawer, who is the drawer named on the Check and is not your owner, principal, employee or affiliate; (e) the Check is drawn on a bank or financial institution located in the United States and the drawer is a United States resident; (f) the Check amount is in the exact amount of the goods or services purchased; (g) the goods or services have been delivered to the drawer and have not been returned or disputed; (h) the Check has not been previously scanned or otherwise submitted for deposit; and (i) the Check does not contain computer viruses or other harmful, intrusive, or invasive codes. In addition, you make the same representations and warranties to us with regard to each Check transmitted by you through the RDC Service pursuant to this RDC Service Agreement as you would make under the Uniform Commercial Code if you presented the original check or other item to us, rather than the Checks.
7. **Deposit Services.** If after examination of the Check, we determine that you have processed and transmitted the Check in accordance with the Service Procedures and the Check meets the requirements of this RDC Agreement, we will then process the Check for deposit to the designated Account. We will send confirmation messages to you of deposits received. If you do not receive our notice of receipt within one hour of transmission, you agree to contact your Bank Representative immediately. You agree to retain the originals of all imaged Checks for forty-five (45) days after the date of validation thereof by us and at the end of said 45-day period; you will shred the originals of all such imaged Checks. You agree to safeguard the originals of such imaged Checks until such time as they have been shredded. You agree that we will have no liability or responsibility for any failure to detect duplicate Checks, fraudulent Checks or any errors in Checks or for verifying any dates or data, and that we shall disregard any restrictive notation of any kind.
8. **Location and Time of Deposit; Cut-Off Time and Deposit Limit.** Checks shall be deemed received by us for deposit or payments made for Loans when actually received at our location designated for that purpose, subject to the next two sentences. Checks must be received by us no later than the cut-off time specified in the Service Procedures (the "**Cut-Off Time**"). Checks which are received after the Cut-Off Time shall be deemed to have been received on the Business Day following the Business Day on which the Checks are actually received by us. We may, at our option, set a daily dollar amount threshold ("**Deposit Limit**"), and may refuse to accept Checks that exceed the Deposit Limit, or we may accept and process the Checks, in our sole discretion. If we establish a Deposit Limit, you agree not to exceed the Deposit Limit. We reserve the right to change the Deposit Limit and Cut-Off Time, in our sole discretion. Such modifications will be effective immediately and may be implemented prior to your receipt of the newly established Deposit Limit or Cut-Off Time.
9. **Provisional Credit for Deposits.** Upon acceptance of the Checks, the designated Account will be granted provisional credit for the total amount of the processed Checks on the next Business Day. The provisional credit means that the credit is made to the designated Account subject to final payment of the Checks and will be made available as defined under the terms and conditions of our Funds Availability Policy, the Account Agreement, and applicable law.
10. **Processing of Loan Payments.** If you use the RDC Service for processing loan payments, you agree to scan your check for the loan payment in the same manner as is required for each Check and to enter the loan information required by the RDC Service. Upon receipt by us of your loan payment check, your Account will be debited in the amount reflected on the loan payment check and applied toward the payment of your loan. Loan payments are credited to the loan the Business Day after the day we receive your payment. Unless the context requires otherwise, references herein to "Checks" shall also include such loan payment coupons and the checks for payment scanned with such coupons.
11. **Responsibility for Multiple Deposits of the Same Check.** You acknowledge and agree that you will bear sole responsibility and liability in the event of multiple deposits of the same Checks or Loan payments using the RDC Service, whether such multiple deposits or payments are intentional or unintentional and whether resulting from fraud or for any other reason whatsoever, and whether such multiple deposits are made electronically or as paper checks with us or any other financial institution, and you shall take all necessary steps to avoid multiple deposits of the same Check or Loan payments. You agree that the aggregate amount of all such Checks which are deposited more than once shall be debited against your Account, and to the extent funds in your Account are insufficient to cover such amount, then any balance shall be debited by us against any of your other Accounts as determined by us, in our sole discretion. In addition, if you fail to follow our instructions and procedures for the RDC Service, we might not accept the Check for deposit or the processing of the Check may be delayed. Any loss that we incur from a delay or processing error resulting from a missing or irregular endorsement or other markings by you will be your responsibility. You agree to follow any and all other procedures and instructions for use of the Services as we may establish from time to time. You further acknowledge that you are fully responsible for the original Checks which are imaged and deposited using the RDC Service and that the liability to the maker of any Check so imaged which may result from your use of the RDC Service or from the necessity of our printing substitute checks from the images thereof transmitted by you to us shall be solely your liability and that we shall have no liability whatsoever therefore. You agree that we have no liability or responsibility for any failure to detect a duplicate Check or loan payment.
12. **Image Quality.** You acknowledge that you are solely responsible for the quality of the image of each Check scanned by you for deposit to your Account. If we determine, in our sole discretion, that the image quality of any Check electronically transmitted by you to us to be deposited to your Account is such that any such Check cannot be processed ("**Rejected Check**"), then you may either re-image the check and resubmit same for deposit to your Account or you may deposit the original of any such Rejected Check. In no event shall we be obligated to process any imaged Check for deposit to your Account unless the image quality thereof is acceptable to us, in our sole discretion, regardless of the number of times you may re-image and resubmit such re-imaged Check for deposit. You acknowledge and agree that we operate under the policy that the legal amount recognition

("LAR"), meaning the amount of the check written in words, shall prevail over the character amount recognition ("CAR"), meaning the amount written in numbers, in determining the correct amount of any Check scanned and submitted electronically by you for deposit in your Account, and you agree to be bound by the amount as so determined.

13. **Presentment of Checks.** Unless otherwise agreed to in writing by us, we will, in our sole discretion, determine the manner in which Checks shall be presented for payment to the drawee bank. Likewise, we will, in our sole discretion, select the clearing agents used to collect and present the Checks and our selection of the clearing agents shall be considered to have been designated by you. We shall not be liable for the negligence of any clearing agent. You agree to be bound by any agreements entered into by and between us and any clearing agents and you agree to be bound by all clearinghouse Rules and Regulations, including, without limitation, Regulations of the Board of Governors of the Federal Reserve, Federal Reserve Customer Operating Circulars, and Rules of the National Item Exchange, Small Value Payments Company, Viewpointe and Endpoint Exchange or other clearinghouse association of which we may be a member or to which Rules we have agreed to be bound.
14. **Physical Delivery.** You agree that in the event that you are not able to capture, balance, process, or otherwise transmit Checks to us for any reason, including, without limitation, communications, equipment or software outages, interruptions or failures, you will transport the physical checks and deposits to our branch office and deposit the original checks in person until such time that the outage or other interruption can be identified and resolved. The deposit of original checks at our office shall be governed by the terms and conditions contained in the Account Agreement and not by the terms of this RDC Agreement.
15. **Returned Checks.** We will process and return unpaid Checks in accordance with applicable laws and regulations. If Checks previously deposited are dishonored and returned unpaid by the drawee bank, you understand and agree that, since you either maintain the original Check or have destroyed the original Check in accordance with this RDC Agreement, the original Check will not be returned and we may charge back an image of the Check to the designated Account to which the Check was deposited. You understand and agree that the image may be in the form of an electronic or paper reproduction of the original Check or a substitute check.
16. **Your Additional Obligations.** You agree to participate in training for the Service, training your staff for the Service and performing or observing the following obligations with respect to the RDC Service:
 - a. You agree to maintain policies, procedures and audit practices sufficient to ensure that the Checks captured and transmitted through the RDC Service meet all of the requirements for legal equivalence under Section 4(b) of the Federal Check Clearing for the 21st Century Act ("**Check 21 Act**") and will maintain operating procedures to ensure that the original checks and substitute checks are stored and destroyed in a timely manner and as otherwise required by this RDC Service Agreement, subject to the record retention requirements of this RDC Service Agreement, so as to prevent the representation of a check that a bank, drawer, drawer or endorser has paid. Without limiting the generality of the foregoing, with regard to each image of each Check through the RDC Service, you make the same warranties to us that a bank that transfers, presents or returns a substitute check and receives consideration for the check makes to the transferee, any subsequent collecting or returning bank, the depository bank, the drawee, the drawer, the payee, the depositor, or any endorser under Section 5 of the Check 21 Act.
 - b. You shall retain the Check for a minimum of forty-five (45) days from the date that you receive confirmation of receipt by us, use commercially reasonable security methods to securely store the Checks and all banking information related thereto, and limit access thereto to authorized personnel. Not in limitation of the foregoing, you shall consider whether the following security measures are appropriate and, if so, adopt those appropriate measures:
 - 1) Access controls on customer information systems, including controls to authenticate and permit access only to authorized individuals and controls to prevent employees from providing customer information to unauthorized individuals who may seek to obtain this information through fraudulent means;
 - 2) Access restrictions at physical locations containing customer information, such as buildings, computer facilities, and records storage facilities to permit access only to authorized individuals;
 - 3) Encryption of electronic customer information, including while in transit or in storage on networks or systems to which unauthorized individuals may have access;
 - 4) Procedures designed to ensure that customer information system modifications are consistent with your security program;
 - 5) Dual control procedures, segregation of duties, and employee background checks for employees with responsibilities for or access to customer information;
 - 6) Monitoring systems and procedures to detect actual and attempted attacks on or intrusions into customer information systems;
 - 7) Response programs that specify actions to be taken when you suspect or detect that unauthorized individuals have gained access to customer information systems, including appropriate reports to regulatory and law enforcement agencies; and
 - 8) Measures to protect against destruction, loss, or damage of customer information due to potential environmental hazards, such as fire and water damage or technological failures.
 - c. Use of the RDC Service is also subject to the applicable Service Procedures, and subject to the provision of specific information required by Bank from time to time to process the RDC Service. You agree that RDC Service will be used only for valid commercial purposes in the ordinary course of your business and not for personal, family, or household purposes or for any person or entity other than Customer. The terms and conditions of your respective Account agreements with us

will also govern your Account relationships with us and, except as expressly varied in connection with the Service, your deposits to your Accounts.

- d. In addition, you agree to train staff to implement these measures and regularly test the key controls, systems, and procedures, as determined by your risk assessment. Tests should be conducted or reviewed by independent third parties or staff independent of those that develop or maintain the security measures.
 - e. On request, you agree to provide us or our authorized representative with access to data in storage that exhibits evidence of a programming error. You further agree to provide sufficient access to your computers and sufficient computer time during mutually convenient times to enable us or our authorized representative to duplicate the problem, determine whether it results from the Approved Software, and after corrective action or replacement has taken place, determine that the problem has been corrected.
 - f. You shall promptly notify us in the event of an actual or suspected security breach or misuse of the RDC Service, the Approved Software, or the Approved Scanner or of any breach of your confidentiality obligations hereunder and shall cooperate with us to minimize the effect of such event.
 - g. You acknowledge that Federal Reserve Regulation CC applies to the RDC Service.
- 17. Approved Software.** The software specified in the Remote Deposit Capture User Guide as provided by Bank shall be purchased or leased by you at your sole expense. You also agree to maintain the Approved Software and to acquire all upgrades or replacement versions thereof at your sole expense. We retain the right to specify different software for use by you in connection with the Service, and you agree to acquire and substitute such new or upgraded software not later than the installation date specified by us after which date we will no longer support any prior version of such software.
- 18. Approved Scanner.** The Approved Scanners listed in the Remote Deposit Capture User Guide are available from various scanner manufacturers. You agree to a monthly maintenance fee or purchase an Approved Scanner and maintain same at your sole cost and expense. We retain the right to specify different hardware for use by you in connection with the Service, and you agree to acquire and substitute such new or upgraded Approved Scanner not later than the installation date specified by us after which date we will no longer support any prior version of the Approved Scanner.
- 19. Internet Security.** You agree to employ a commercially reasonable security technology for transmitting the check images and deposit and loan data to us. In the event of a change in the commercially reasonable standard as a result of technological advancements, you agree to use such security technology as appropriate to satisfy the more current commercially reasonable standard. You agree to audit your security practices and otherwise comply with our rules pertaining to Internet security as set forth in the Remote Deposit Capture User Guide or in the Service Procedures. You acknowledge and agree that such rules may be modified by us, at any time upon notice to you. You agree that if your email system blocks email which is blacklisted by your firewall or any other software, you will assure that our domain is not on any such blacklist and that emails originated from our domain are accepted by your email system.
- 20. Foreign Checks.** Under no circumstances may any foreign checks (meaning a check drawn on or issued by a bank or other financial institution which is not domiciled within the United States or a territory or possession of the United States which clears through the Federal Reserve System) be transmitted through the RDC Service.
- 21. Third Party Checks.** Under no circumstances may any checks made payable to any individual, entity, or party other than Customer (i.e. a third party) be transmitted through the RDC Service.
- 22. Remote Access.** For the purposes of correcting and resolving problems and errors and providing support services for the RDC Service hereunder, you agree to permit us to remotely access your PC, the Approved Scanner, Approved Software, and any other hardware and software required by us from time to time. You agree to comply with all Service Procedures, including, without limitation, any systems security procedures and policies required by us from time to time.
- 23. Audits/Monitoring.** Upon forty-eight (48) hours' notice from Bank, you agree to make your books, records and operations related to handling, storing and/or disposing of Checks available for audit or inspection by Bank, Bank's independent auditors and/or any regulatory authorities having supervisory and/or regulatory authority over Bank.
- 24. Limitation of Liability. Limitation of Liability.** In addition to, and not in lieu of, the limitations of liability set forth in the Master Services Agreement or disclaimer in this RDC Addendum you further agree that you shall remain liable for and that we shall not be accountable to you for any Check that is not received by us or is intercepted or altered by an unauthorized third party. You agree that we shall have no obligation to accept a Check and therefore may reject any Check you submit. We have no obligation to notify you of the rejection of any Check but will make reasonable efforts to do so. We shall have no liability to you for rejection of any Check or for failure to notify you of a rejection. We are not responsible for detecting any errors contained in any Checks created by you and transmitted to us. We are not responsible for examining the Checks to verify any data or dates and will disregard any restrictive notation of any kind. Upon receipt of the Checks, we may examine the Checks to ensure that you have followed the Service Procedures. If you have not followed the Service Procedures or if errors exist in the Check or data contained in the Check, we may, in our sole discretion, reject and not accept the Check or elect to accept and process the Check. We may,

at our option and solely for our benefit, also perform a risk management analysis of Checks to detect potentially fraudulent checks and/or check for viruses and malware, and, in our sole discretion, reject any Check or file.

25. **Indemnity.** In addition to, and not in lieu of, the indemnification provisions of the Master Services Agreement you agree to indemnify the Indemnified Parties and hold the Indemnified Parties harmless from and against any loss, liability, or expense (including attorney's fees and expenses) imposed, won, threatened or suffered by any of the Indemnified Parties which arise from, result from or in any way relate to any of the following: your use of the RDC Service, negligence or willful misconduct; your breach or violation of any term, provision or representation contained herein; the multiple submission for deposit of imaged Checks using the RDC Service; the submission of fraudulent items using the RDC Service; any equipment or software failure or any disruption in the transmitting of any images or data by you to us; failure to destroy the originals of imaged Checks submitted by you using the RDC Service within the time frame provided for; any misuse of the scanner, your PC or the herein Approved Software by you or by any individual or entity acting on your behalf or within your control; or your failure to comply with any applicable federal and state statutes, rules and regulations in force pertaining to or Services Procedures for the RDC Service or to the deposit of Checks in your Account or the payment of your loans.

**Synovus Treasury Management Services
Synovus Remote Vault Deposit Services Addendum**

1. **Acceptance of Remote Vault Deposit Services.** By selecting the Remote Vault Deposit Services (the "**Remote Vault Deposit Services**") on the Enrollment Form, you agree to the terms of this Remote Vault Deposit Services Addendum (the "**Vault Deposit Addendum**") and this Vault Deposit Addendum thereby becomes a part of the Master Services Agreement for Treasury Management Services (the "**Master Services Agreement**"). The Master Services Agreement, together with this Vault Deposit Addendum, shall constitute one "**Remote Vault Deposit Service Agreement**" for the Remote Vault Deposit Services, the terms and conditions of which shall be binding upon both parties and shall govern the establishment and continued use by Customer of the Remote Vault Deposit Services. Customer acknowledges the receipt of a copy of this Vault Deposit Addendum and the current Master Services Agreement. This Vault Deposit Addendum is effective as of the date accepted by Bank. Capitalized terms used but not defined herein shall have the meanings provided in the Master Services Agreement. If a discrepancy or inconsistency is determined to exist between the terms of the Master Services Agreement and the terms of this Vault Deposit Addendum, this Vault Deposit Addendum will control with respect to the Remote Vault Deposit Services, but only to the extent necessary to resolve the discrepancy or inconsistency.
2. **The Loomis and Brink's Cash Services.** Bank has entered into agreements with Loomis Armored US, LLC ("**Loomis**") and Brink's Incorporated ("**Brink's**") (Loomis and Brink's are referred to herein individually as the "**Armored Company**" and collectively as the "**Armored Companies**"). In order to use the Remote Vault Deposit Services you must enter into a separate agreement with an Armored Company which also governs your use of the Services. Subject to your entering into this Remote Vault Deposit Service Agreement and an Armored Company agreement, Bank will facilitate and accommodate your use of an electronic safe for you to actually, physically insert Cash into the Safe and which includes pickup of Cash in the Safe by the Armored Company (the "**Safe Services**"); and cash management services which may include, without limitation, the pickup of Cash and Checks by the Armored Company from Customer, and/or delivery of Cash to Customer by the Armored Company ("**Cash Management Services**") (the Safe Services and Cash Management Services are referred to herein together as the "**Remote Vault Deposit Services**"). The term "**Cash**" shall include paper currency and coins. In the course of requesting the Remote Vault Deposit Services, Customer will enter into a direct agreement with the Armored Company selected by Customer for the Services and agrees that such Armored Company, not Bank, is the provider of the Remote Vault Deposit Services. The term "**Check**" shall include checks made payable directly to Customer as payee for deposit in your Account. The Account (herein so called) between you and Bank to which deposits or withdrawals may be made to or from through use of the Services is designated in the below provided space.
3. **Deposits and Provisional Credit.**
 - a. **As to the Safe and Safe Services Only:**

Upon actual, physical insertion of Cash into the Safe, your designated account will be granted provisional credit for the total amount of the Cash on the next Business Day. The provisional credit means that the credit is made to the designated account subject to receipt of the Cash from Loomis and will be made available as defined under the terms and conditions of Bank's Funds Availability Policy, the account agreement for the Account, and applicable law.
 - b. **As to the Safe, Safe Services, and Cash Management Services:**
 - 1) Cash shall be deemed received by us for deposit when actually received for deposit by us from the Armored Company at the Armored Company's designated location for that purpose, subject to the next two sentences. Cash must be received by us no later than the cut-off time for deposits that Business Day. Cash which is received after the cut-off time shall be deemed to have been received on the Business Day following the Business Day on which the Cash is actually received by us.
 - 2) We may, at our option, set a daily deposit dollar amount threshold ("**Deposit Limit**"), and may decline to provide provisional credit that exceeds the Deposit Limit. If we establish a Deposit Limit, you agree not to exceed the Deposit Limit. We reserve the right to change the Deposit Limit and cut-off time, in our sole discretion. Such modifications will

- be effective immediately and may be implemented prior to your receipt of the newly established Deposit Limit or cut-off time.
- 3) Bank will use commercially reasonable efforts to process and deposit Checks on the next Business Day after receipt from the Armored Company of Checks for deposit by Bank at its offices. Any unprocessed Checks will be forwarded to Customer.
- c. **Disclosure; Authorization.** Customer acknowledges and agrees that the Services require the Armored Company to send information to Bank regarding Customer and Customer's account(s), including, but not limited to, account numbers, deposits, balances, and other account information ("**Customer Information**"). Customer authorizes the Armored Company to provide Bank, its agents, and its subcontractors with Customer Information in connection with the Services performed for you by the Armored Company, and agrees that Bank is not responsible for the Armored Company's use or security of the information, and will not hold Bank responsible for any use or disclosure of the information by Loomis.
- d. **Fees.** Customer is solely responsible for payment of fees and costs charged by the Armored Company to Customer and by the Armored Company to Bank on behalf of customer for the Services pursuant to Customer's agreement with the Armored Company. In addition to the fees charged by the Armored Company, account and transaction fees with Bank will still apply to your Account(s).
- e. **Relationship of Parties; No Liability.** Customer acknowledges and agrees that each of the Armored Companies is an independent contractor, the Armored Companies are not an affiliate or subsidiary of Bank or otherwise owned or controlled by Bank or any of Bank's affiliates or subsidiaries, and the Armored Companies are not employees, partners, or agents of Bank. Bank makes no representation or warranty as to the Services or Safe, including without limitation, any implied warranties of merchantability or fitness for a particular purpose, accuracy, or completeness. Bank shall not be responsible or liable for any function or malfunction of equipment or a Safe, including, but not limited to, any damages or losses relating to non-transmission of information by a Safe. No Cash or Check shall be deemed to be in Bank's possession until the Cash or Check is actually received and physically held by Bank's personnel at its offices. Receipt of Cash or Checks by either Armored Company will not be deemed receipt by Bank. Bank shall not be responsible or liable for any damage to, or loss, theft, or disappearance of, any of your property or funds, including without limitation Cash or Checks, in the possession, custody, or control of either Armored Company. Customer hereby agrees to release, defend, indemnify, and hold Bank harmless from and against any and all losses which Customer may have as a result of any claims which arise or may arise relating in any way to the Services or Safe and the transfer and exchange of Customer's information between Bank and the Armored Companies, and in no event shall Bank be liable for any indirect, consequential, incidental, punitive, exemplary or special losses or damages, or expenses which Customer may incur by using the Services or Safe or the transfer or exchange of Customer's information between Bank and the Armored Companies, whether or not the possibility or likelihood of such damage was known or contemplated by the Bank. Customer's sole remedies and recourse for any losses or claims related to the Services or Safe shall be against the applicable Armored Company and not Bank.
- f. **Account Terms and Conditions.** You agree that the Services and Safe will be used only for valid commercial purposes in the ordinary course of your business and not for personal, family or household purposes or for any person or entity other than Customer. The terms and conditions of the account agreement and any other terms applicable to your Account(s) as agreed between you and Bank ("**Account Terms**") continue to apply and control your Account(s), including without limitation deposits, funds availability, and your rights of withdrawal. All of your deposits made through the Services or Safe will be described in your periodic Account statements. You agree that no other notice is required with respect to deposits made through the Services or Safe. You agree to review your statements and timely report any unauthorized transfers, discrepancies, or other problems as set forth in the Account Terms. Nothing in this Vault Deposit Addendum nor any course of dealing between you and us constitutes our commitment or obligation to you to extend any credit to you, to make a loan to you, or otherwise to advance funds to you.
- g. **General.** Bank reserves the right to terminate the availability of your Account(s) to participate in the Services or deposit funds for credit to your Account(s) through the Safe provided by the Armored Companies at any time without notice to you and/or make a substitute service provider available. This Vault Deposit Addendum, together with the Master Services Agreement and the Account Terms, constitute the entire agreement between you and the Bank with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein. We may amend or change any of the terms and conditions of this Vault Deposit Addendum at any time upon notice to you. The laws of the State of Georgia shall govern the construction, validity and performance of this Vault Deposit Addendum, without regard to its conflict of laws provisions. The headings in this Vault Deposit Addendum are for convenience of reference only and will not govern the interpretation of the provisions. You warrant and represent that the execution and performance of this Vault Deposit Addendum has been authorized by all necessary corporate action on your part and you have authorized the person(s) agreeing to this Vault Deposit Addendum to do so on your behalf and to amend, terminate or otherwise act on your behalf with respect to your Account(s) and the Services.

**Synovus Treasury Management Services
SWIFT Messaging Services Addendum**

1. **Acceptance of SWIFT Messaging Services.** By selecting the SWIFT (*Society for Worldwide Interbank Financial Telecommunications*) Messaging Services (the "**SWIFT Messaging Services**") on the Enrollment Form, you agree to the terms of this SWIFT Messaging Services Addendum in the Terms and Conditions Booklet (the "**SWIFT Messaging Services Addendum**") and this SWIFT Messaging Services Addendum thereby becomes a part of the Master Services Agreement for

Treasury Management Services (the “**Master Services Agreement**”). The Master Services Agreement, together with this SWIFT Messaging Services Addendum, shall constitute one “**SWIFT Messaging Services Agreement**” for the SWIFT Messaging Services, the terms and conditions of which shall be binding upon both parties and shall govern the establishment and continued use by Customer of the SWIFT Messaging Service. Customer acknowledges the receipt of a copy of this SWIFT Messaging Services Addendum and the current Master Services Agreement. This SWIFT Messaging Services Addendum is effective as of the date accepted by Bank. Customer wishes to send and Bank agrees to send SWIFT messages (“**Messages**”) for Customer on the terms and conditions set forth in this SWIFT Messaging Services Addendum. All messages will be sent by Bank via the SWIFT network. This SWIFT Messaging Services Addendum applies only to the Bank’s provision, and Customer’s use, of the SWIFT Service. Customer represents and warrants to Bank that all information furnished to Bank in connection with this SWIFT Messaging Services Addendum is and will be true, correct, and complete. Capitalized terms used but not defined herein shall have the meanings provided in the Master Services Agreement. If a discrepancy or inconsistency is determined to exist between the terms of the Master Services Agreement and the terms of this SWIFT Messaging Services Addendum, the terms of this SWIFT Messaging Services Addendum will control with respect to the SWIFT Messaging Services, but only to the extent necessary to resolve the discrepancy or inconsistency.

2. SWIFT MT101 Messaging Service (“MT101 Service”). MT101 (MT = Message Type) is a SWIFT message sent by Bank on behalf of a Customer to another financial institution (Executing Bank). The message is a request for movement of funds from the account of the Executing Bank’s customer (Originator) to the account of the Customer.

- a. In order to use the MT101 Service, Customer must sign the Enrollment Form provided by Bank and provide an Account Sheet. The Account Sheet is supplied to the Customer by the Originator. For each MT101 Message requested, Customer must complete and return to Bank a completed SWIFT MT101 Request For Transfer (“**Request Form**”) in the form provided to Customer by Bank. Each request must be signed by an authorized representative.
- b. Each time Customer completes and delivers to Bank the Request Form, Customer instructs Bank to transmit requests for movement of funds as directed in the form.
- c. The MT101 Messages must correspond to the SWIFT MT101 format which may be modified by SWIFT from time to time. Customer is solely responsible for the accuracy and content of all information on each Request Form. Bank is not obligated to act on Request Forms that are not fully completed. If SWIFT mandatory field 20 Sender’s Reference, which is necessary for further processing, is not provided on the Request Form in the Transaction Reference Number field, this may be completed by Bank in the Bank’s discretion.
- d. MT101 Messages will be forwarded to the Executing Bank in accordance with Customer’s instructions on the Request Form and the requirements of the Executing Bank. MT101 Messages can only be forwarded to Executing Banks with whom the Bank has an agreement regarding MT101 Messages. A date for payment mentioned in a MT101 Message is not binding on Bank as MT101 Messages are merely submitted by Bank to the Executing Bank for their execution.
 - 1) **Duties of Customer.** Customer is obligated to monitor its accounts to confirm execution of the MT101 Messages by Executing Bank. If execution is not possible, the Executing Bank should issue an Advice of Rejection or Suspension. Upon receipt of such advice, the Bank will notify the Customer. If MT101 Messages are not forwarded due to operational disruption in the Bank systems, a new forwarding attempt will be undertaken by Bank after the disruption has been rectified. This is the only case in which forwarding attempts are repeated. In all other cases, Customer must issue a new MT101 request. Bank is generally not able to cancel a MT101 Message once sent. Customer must contact the Originator or Executing Bank in the event of an issue with an executed MT101 Message. Moreover, Customer is obligated to inform Bank at once as soon as it becomes aware of possible fraud or abuse in connection with the initiation of a MT101 Message and assist in the prevention and termination of such fraud or abuse.
 - 2) **Payment for Service.** Customer will pay any fees associated with such transfer that Bank provides Customer notice of in accordance with the Master Services Agreement.
 - 3) **Cut-off times.** Any Request Form received after the Bank’s cut-off time set forth in the said form will be sent the next Business Day.

3. SWIFT MT940 Customer Statement Service (“MT940 Service”). MT940 (MT = Message Type) is a SWIFT message sent by Bank on behalf of a Customer to a financial institution (Receiving Bank) to transmit detailed information about all entries booked to Customer’s bank account. The message contains an Opening and Closing balance, Debit/Credit indicator, Amount, Descriptor as to whether transaction is a check or other miscellaneous type, a Statement Line, and Information to Account Owner which provides details in addition to the Statement Line.

- a. In order to use the MT940 Service, Customer must sign this Enrollment Form.
- b. Bank will send to Receiving Bank a MT940 statement daily with details of previous day transactions. Since the length of a SWIFT message is restricted to the maximum input message length, several messages may be required to accommodate all the information for one statement.
- c. If MT940 Message is not forwarded due to operational disruption in the Bank systems, a new forwarding attempt will be undertaken by Bank after the disruption has been rectified.

- d. The MT940 Messages will correspond to the SWIFT MT940 format which may be modified by SWIFT from time to time.
 - e. The Company understands and agrees that the Reporting will remain in place until notice of cancellation is received in writing and applicable fees will also be in place until such time.
 - 1) **Duties of Customer.** Bank is generally not able to cancel a MT940 Message once sent. It is Customer's responsibility to request the Bank cancel future MT940 Messages once Customer no longer desires they be sent. It may take several Business Days for Bank to implement the cancellation.
 - 2) **Payment for Service.** Customer will pay any fees associated with such transfer that Bank provides Customer notice of in accordance with the Master Services Agreement.
 - 3) **Cut-off times.** There is no daily cut-off time for this service as they are sent automatically on a daily basis once requested.
4. **SWIFT MT950 Statement Service ("MT950 Service").** MT950 (MT = Message Type) is a SWIFT message sent by Bank to an account owner (Receiving Bank) to transmit detailed information about all entries booked to a bank account. The message contains an Opening and Closing balance, Debit/Credit indicator, Amount, Descriptor as to whether transaction is a check or other miscellaneous type, and a Statement Line. The MT950 message contains same fields as MT940 with the exception of the Information to Account Owner field. It should not be necessary for a Customer to send both MT950 and MT940 Messages regarding the same account.
- a. In order to use the MT950 Service, Customer must sign this Enrollment Form.
 - b. Bank will send to Receiving Bank a MT950 statement daily with details of previous day transactions. Since the length of a SWIFT message is restricted to the maximum input message length, several messages may be required to accommodate all the information for one statement.
 - c. If MT950 Message is not forwarded due to operational disruption in the Bank systems, a new forwarding attempt will be undertaken by Bank after the disruption has been rectified.
 - d. The MT950 Messages will correspond to the SWIFT MT950 format which may be modified by SWIFT from time to time.
 - e. The Company understands and agrees that the Reporting will remain in place until notice of cancellation is received in writing and applicable fees will also be in place until such time.
 - 1) **Duties of Customer.** Bank is generally not able to cancel a MT950 Message once sent. It is Customer's responsibility to request the Bank cancel future MT950 Messages once Customer no longer desires they be sent. It may take several Business Days for Bank to implement the cancellation.
 - 2) **Payment for Service.** Customer will pay any fees associated with such transfer that Bank provides Customer notice of in accordance with the Master Services Agreement.
 - 3) **Cut-off- times.** There is no daily cut-off time for this service as they are sent automatically on a daily basis once requested.
5. **General terms and conditions.** Bank must be notified by Customer of any change, cancellation, or addition of accounts participating in the SWIFT Service.
6. **Miscellaneous.** Customer understands and agrees that the Executing Bank and/or Receiving Bank will receive information concerning Customer's banking relationship through SWIFT Service.

**Synovus Treasury Management Services
Synovus Integrated Healthcare Solutions Addendum**

1. **Acceptance of Synovus Integrated Healthcare Solutions.** By selecting the Integrated Healthcare Solutions (the "**Integrated Healthcare Solutions**") on the Enrollment Form, you agree to the terms of this Synovus Integrated Healthcare Solutions Addendum (the "**Integrated Healthcare Solutions Addendum**"), and this Integrated Healthcare Solutions Addendum hereby becomes a part of the Master Services Agreement for Treasury Management Services (the "**Master Services Agreement**"). Together, this Integrated Healthcare Solutions Addendum and the Master Services Agreement shall constitute one "Integrated Healthcare Solutions Agreement," for the Integrated Healthcare Solutions, the terms and conditions of which shall be binding upon both parties and shall govern the establishment and continued use by Customer of the Integrated Healthcare Solutions. Customer acknowledges the receipt of a copy of this Integrated Healthcare Solutions Addendum and the current Master Services Agreement. This Integrated Healthcare Solutions Addendum is effective as of the date accepted by Bank. Capitalized terms used but not defined herein shall have the meanings provided in the Master Services Agreement. If a discrepancy or inconsistency is determined to exist between the terms of the Master Services Agreement and the terms of this Integrated Healthcare Solutions Addendum, the terms of this Integrated Healthcare Solutions Addendum will control with respect to the Integrated Healthcare Solutions, but only to the extent necessary to resolve the discrepancy or inconsistency.

2. **Integrated Healthcare Solutions.** As a precondition to Bank's obligation to provide the Integrated Healthcare Solutions to Customer, Customer must have entered into, and hereby represents and warrants to Bank that it has entered into, a separate agreement with Revenue Management Solutions, LLC ("**RMS**") for RMS to provide certain health care payment services to Customer ("**RMS Customer Agreement**"). Customer acknowledges and agrees that Bank is not a party to the RMS Customer Agreement and that RMS, not Bank, is the provider of and, as between Bank, Customer, and RMS, fully responsible for the services RMS provides to Customer under the separate RMS Customer Agreement. Customer also must have entered into the following Addenda to the Master Services Agreement: either Information Reporting Services Addendum or the Lockbox Services Addendum and, if applicable, the HIPAA Lockbox Services Addendum (collectively "**Related Addenda**").
3. **Services.** The Integrated Healthcare Solutions provided by Bank under this Integrated Healthcare Solutions Addendum will assist Customer with its use of RMS's services provided by RMS to Customer under the RMS Customer Agreement. As elected by Customer on the Enrollment Form, the Integrated Healthcare Solutions will consist of the Bank's provision of the information, data and reports provided to Customer under the Related Addenda (collectively "**Information**") to RMS for the Accounts designated on the Enrollment Form. Customer agrees that Bank will use commercially reasonable efforts to deliver to RMS all Information to RMS that is received by Bank in the course of performing Services for Customer under the applicable Related Addenda. Under this Integrated Healthcare Solutions Addendum, depending on the Information Customer selects for the RMS Services, Bank may use File Transfer Protocol, Electronic Data Interchange, or other means to send the Information to RMS, as reasonably determined by Bank. Customer hereby authorizes Bank to work with RMS to set up the systems, means, and protocols by which Bank will deliver data to RMS under this Integrated Healthcare Solutions Addendum.
4. **HIPAA Information Disclosure; Authorization.** This paragraph applies to Integrated Healthcare Solutions that include Information under the HIPAA Lockbox Services Addendum. Customer understands and agrees that the HIPAA Lockbox Services Addendum governs the obligations of Bank for Information that is covered by HIPAA. Customer acknowledges and agrees that the Integrated Healthcare Solutions may require Bank to send Lockbox Information, including without limitation Protected Health Information, to RMS regarding Customer and Customer's account(s). Customer hereby authorizes Bank to provide RMS, its agents, and its subcontractors with Lockbox Information as part of the RMS Services under this Integrated Healthcare Solutions Addendum according to instructions provided by Customer and by RMS. Customer represents and warrants to Bank that Customer has entered into a business associate agreement with RMS for the purposes of the HIPAA Lockbox Services Addendum and for purposes of the Integrated Healthcare Solutions under this Integrated Healthcare Solutions Addendum. Moreover, by electing to include Information covered by the HIPAA Lockbox Services Addendum under this Integrated Healthcare Solutions Addendum, Customer agrees to ensure that the Bank's Integrated Healthcare Solutions comply with all relevant obligations and requirements under HIPAA.
5. **Service Procedures.** Customer agrees to follow the Service Procedures outlined herein, or as otherwise provided in any additional Service Procedures for the Integrated Healthcare Solutions.
6. **Ordinary Care.** In performing the Integrated Healthcare Solutions, Bank shall exercise ordinary care, subject to the limitations set forth in this paragraph or elsewhere in this Integrated Healthcare Solutions Addendum. Customer agrees that Bank shall be deemed to have exercised ordinary care in the performance of the duties required of Bank under the Integrated Healthcare Solutions Addendum if Bank substantially follows the Service Procedures.
7. **Changes in Integrated Healthcare Solutions.** Bank may withdraw or modify the Integrated Healthcare Solutions as provided in the Master Services Agreement and Customer may request changes to or additional Services by entering into one or more new Enrollment Forms with Bank, subject to Bank's approval.
8. **Fees; Referral Fee.** Customer is solely responsible for payment of fees and costs charged by Bank for the Integrated Healthcare Solutions provided under this Integrated Healthcare Solutions Addendum, and for the fees and costs charged by RMS to Customer under the RMS Customer Agreement. Customer acknowledges that Bank will receive a referral fee from RMS if Customer enters into a RMS Customer Agreement after a referral of Customer to RMS by Bank. Customer is not entitled to any part of this referral fee, nor is Customer entitled to any offset or refund of fees payable by Customer to Bank as a result of the referral fee.
9. **Relationship of Parties; Warranty Disclaimers; Limitations on Liability.** Customer acknowledges and agrees RMS is an independent contractor, not an employee, partner, joint venture partner, or agent of Bank. RMS is not an affiliate or subsidiary of Bank or otherwise owned or controlled by Bank or any of Bank's affiliates or subsidiaries, and has no authority to act or contract in the Bank's name. Bank hereby disclaims any representations or warranties, whether express, implied or statutory, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title, noninfringement, accuracy or completeness with respect to the Integrated Healthcare Solutions and the services provided to Customer by RMS under the RMS Customer Agreement. Bank disclaims any representations or warranties that the Integrated Healthcare Solutions will be error-free, uninterrupted, confidential, or secure and Bank disclaims, or that any of the foregoing services will be error-free, uninterrupted, confidential, or secure. Bank further disclaims any representations or warranties concerning the confidentiality or security practices or procedures of RMS, RMS's use handling, or treatment of Information, or the time or frequency with which RMS may have access to such Information. Customer understands that internetworking communications utilizing public access facilities may not be accurate, secure, or available and that such communications may be subject to interception, loss, distortion, disruption, or unavailability. Bank shall not be responsible or liable for any function or malfunction of equipment, software, or services, including, but not limited to, any damages or losses relating to the transmission or nontransmission of Information. Bank shall not be responsible or liable for any damage to, or loss, theft, or disappearance of, any Information: (a) once transmitted by Bank to RMS following the instructions of Customer; (b) transmitted following the transmission instructions of RMS; or (c) in the

possession, custody, or control of RMS. Customer hereby agrees to release, defend, indemnify, and hold Bank harmless from and against any and all costs, expenses, losses, and damages that Customer may have as a result of any claims which arise or may arise relating in any way to the Integrated Healthcare Solutions, the services provided to Customer by RMS under the RMS Customer Agreement, or the use, handling, management, security, or treatment of said Information by RMS, or a third party gaining access to Information through RMS. In no event shall Bank be liable for any indirect, consequential, incidental, punitive, exemplary or special losses or damages, or expenses that Customer may incur by using the Integrated Healthcare Solutions, the sharing of Information between Bank and RMS, or the use by Customer of the Services provided to Customer by RMS under the RMS Customer Agreement, whether or not the possibility or likelihood of such damage was known or contemplated by Bank. Customer agrees that Customer's sole remedies and recourse for any losses or claims related to the health care payment services provided by RMS to Customer shall be against RMS and not Bank.

10. **Account Terms and Conditions.** The terms and conditions of the Account agreement, the Master Services Agreement, and any other terms applicable to Customer's Accounts (such as Lockbox Services Addendum, the HIPAA Lockbox Services Addendum, or the Information Reporting Services Addendum if applicable) continue to apply and control Customer's Account, including without limitation deposits, funds availability, and Customer's rights of withdrawal.
11. **Termination.** Bank reserves the right to terminate the Integrated Healthcare Solutions at any time without notice to Customer, and/or make a substitute service provider available. The RMS Customer Agreement between Customer and RMS will not be terminated upon the termination affected by the termination of this Integrated Healthcare Solutions Addendum. This Synovus Integrated Healthcare Solutions Addendum, together with the Terms and Conditions, constitute the entire agreement between Customer and the Bank with respect to the subject matter hereof and there are no understandings or agreements related hereto that are not fully expressed herein. Bank may amend or change any of the terms and conditions of this Integrated Healthcare Solutions Addendum at any time upon notice to Customer.
12. **Miscellaneous.** Customer understands and agrees that RMS will receive Information concerning Customer's Accounts through the Integrated Healthcare Solutions. Customer agrees to refrain from using the Integrated Healthcare Solutions for any personal, household, or family uses.

Synovus Treasury Management Services Virtual Account SubAccounting (VASA) Services Addendum

1. **Acceptance of Virtual Account SubAccounting Services.** By selecting the Virtual Account SubAccounting Services (the "**VASA Services**") on the Enrollment Form, you agree to the terms of this Virtual Account SubAccounting Services Addendum (the "**VASA Addendum**") and this VASA Addendum thereby becomes a part of the Master Services Agreement for Treasury Management Services (the "**Master Services Agreement**"). The Master Services Agreement, together with this VASA Addendum, shall constitute one "**VASA SubAccounting Services Agreement**" for the VASA Services, the terms and conditions of which shall be binding upon both parties and shall govern the establishment and continued use by Customer of the VASA Services. Customer acknowledges the receipt of a copy of this VASA Addendum and the current Master Services Agreement. The VASA Services are subject to Bank approval, at its sole discretion. This VASA Addendum is effective as of the date accepted by Bank. Capitalized terms used but not defined herein shall have the meanings provided in the Master Services Agreement. If a discrepancy or inconsistency is determined to exist between the terms of the Master Services Agreement and the terms of this VASA Addendum, the terms of this VASA Addendum will control with respect to the VASA Services, but only to the extent necessary to resolve the discrepancy or inconsistency.
2. **Synovus Gateway Services; VASA Account Agreement.** In order to use the VASA Services, you also must select the Synovus Gateway Services (the "**Gateway Services**") on the Enrollment Form and agree to the terms of the Synovus Gateway Services Addendum. Customer also enter into a VASA Account Agreement with Bank.
3. **Master Account and Subaccounts.** Using the Gateway Services and the VASA Services you may designate a master VASA account from among your Deposit Accounts using your name and tax identification number for your recordkeeping purpose (the "**VASA Master Account**") and establish subaccounts within the VASA Master Account (each, a "**VASA Subaccount**") using information provided by Customer. Customer certifies that all information provided to establish the VASA Subaccount will be true and correct to the best of Customer's knowledge and belief, and that Customer has all necessary authority required has been provided, and correct to the best of Customer's knowledge, it being Customer's sole responsibility to provide such information to Bank. Bank and Customer agree that Bank shall comply only with instruction regarding the VASA Master Account and each Subaccount if originated by Customer. Customer represents and warrants to Bank that it has entered into an agreement with the actual owner of the VASA Subaccount confirming Customer's authority to the foregoing and that Bank is not a party to, nor responsible for, any underlying agreements between Customer and the VASA Subaccount owner. Customer shall not at any time, directly or indirectly, represent that Bank is in any way responsible for the performance or results of the services Customer provides to VASA Subaccount owners or that Bank participates in the performance of the services Customer provides to Subaccount owners. Notwithstanding any other provision herein Customer, will, at its own cost, indemnify Bank, its affiliates and its and their respective officers, directors, employees, successors and permitted assigns ("**Bank Indemnified Parties**"), from and against any and all damages, penalties, losses, liabilities, judgments, settlements, awards, costs and expenses and reasonable attorney's fees and related costs ("**Losses**") incurred by, asserted against or imposed upon any Bank Indemnified Party as a result of any claims, assertions, demands, causes of action, suits, proceedings or other actions, whether at law or in equity, (collectively, "**Claims**") by a third party against any Bank Indemnified Party resulting or arising, from or related to Customer providing incorrect or inaccurate information about the VASA Master Account or any VASA Subaccount to Bank, and for any services provided by Customer to a VASA Subaccount owner with regard to any VASA Subaccount.

4. **Available VASA Services.** Customer may, as VASA Master Account owner for its VASA Subaccounts:
 - a. hold funds in subaccounting in the VASA Master Account and VASA Subaccounts,
 - b. transfer funds into or out of the VASA Master Account and VASA Subaccounts,
 - c. establish approval requirements for such transfers, and
 - d. view completed transfers within the Gateway Services or account statement.
5. **Transfer of Funds.** Transfers of funds from the VASA Master Account or VASA Subaccounts outside of Bank through automated clearing house transactions will require selection of ACH Origination Services on an Enrollment Form and agreement to the ACH Origination Services Addendum.

Synovus Treasury Management Services Wire Transfer Services Addendum

1. **Acceptance of Wire Transfer Services.** The Wire Transfer Services Addendum (the **"Wire Addendum"**) supplements and is part of (a) the Correspondent Services Agreement for International and Treasury Management Services entered into by you or (b) the Treasury Management Services Agreement entered into by you, as applicable (each referred to as the **"Master Services Agreement"**). By selecting the Wire Transfer Services (the **"Wire Transfer Services"**) on the Enrollment Form, you agree to the terms of this Wire Addendum and this Wire Addendum thereby becomes a part of the Master Agreement. Customer must submit all outbound Wire Transfer Requests and all related Change Requests through the Synovus Gateway Service, which is subject to the Synovus Gateway Services Addendum (the **"Gateway Addendum"**). This Wire Addendum, the Master Services Agreement, and the Gateway Addendum shall constitute one **"Wire Service Agreement"** for the Wire Transfer Service, the terms and condition of which shall be binding upon both parties and shall govern the establishment and continued use by Customer of the Wire Transfer Service. Customer acknowledges the receipt of a copy of this Wire Addendum, the Master Services Agreement, and the Gateway Addendum. This Wire Addendum is effective as of the date accepted by Synovus. Capitalized terms used but not defined herein shall have the meanings provided in the Master Services Agreement. If a discrepancy or inconsistency is determined to exist between the terms of the Master Services Agreement and the terms of this Wire Addendum, the terms of this Wire Addendum will control with respect to the Wire Transfer Service, but only to the extent necessary to resolve the discrepancy or inconsistency.

2. **Definitions.**

Whenever the following terms are used herein, they shall be defined as follows:

- a. **"Account"** means each Account that Customer designates in the Wire Transfers-Gateway Initiated section (the **"Wire Section"**) of the Enrollment Form, from which Wire Transfers may be made and also means all of such Accounts, collectively.
- b. **"Authorized Officer"**, **"Authorized Partner"** and **"Authorized Member"** are defined in the certificate of authority or certified resolutions for this Wire Addendum and **"Authorized Officer/Member/Partner"** means any one of them.
- c. **"Authorized Representative"** means each individual that Customer designates in the Master Services Agreement section (the **"Master Section"**) of the Enrollment Form to act as its agent for purposes of this Wire Addendum.
- d. **"Change Request"** means a request to Bank made in the name, or having the identification number, of Customer as sender, orally (including by telephone), by a writing or by electronic transmission requesting amendment or cancellation of a Wire Transfer Request.
- e. **"Fedwire"** means the funds transfer system owned and operated by the members of the Federal Reserve for the transmission and settlement of payment orders. The term does not refer to any particular computer, telecommunications facility, or Wire Transfer, but to the system as a whole, which may include transfers by telephone or by written instrument in particular circumstances.
- f. **"Request"** means a Wire Transfer Request or a Change Request.
- g. **"Repetitive Transfer"** means a Wire Transfer Request made routinely with standard instructions and to the same beneficiary pursuant to which the date and dollar amount of the transfer may vary with each request.
- h. **"Semi-Repetitive Transfer"** means a Repetitive Transfer for which a portion of the message text may vary with each request.
- i. **"SWIFT"** means the Society for Worldwide Interbank Financial Telecommunication, which is a member-owned cooperative that operates a worldwide financial messaging network, that enables customers to automate and standardize financial transactions.
- j. **"Terms and Conditions"** means the Terms and Conditions of Your Deposit Account contained in the brochure titled, "Understanding Your Deposit Account" you received at the time you opened your Account.
- k. **"Wire Transfer"** means the process of carrying out a Wire Transfer Request, including the transaction or series of

transactions, beginning with a Wire Transfer Request, which leads to payment of funds to an account or to a beneficiary.

- I. **"Wire Transfer Request"** means a request to Bank made in the name, or having the identification number, of Customer as sender requesting that funds be transferred from an Account to a specified account or beneficiary.

All terms not defined in this Wire Addendum shall have the meanings given to them in Article 4A of the Uniform Commercial Code ("Article 4A") as in effect in the State of Georgia from time to time.

3. Wire Transfer Requests.

- a. At Customer's request and pursuant to the terms of this Wire Addendum, Customer hereby authorizes Bank to receive and act upon Requests received using the Security Procedure described in Section 3 below, and to honor, execute and debit the same from the Account, in the amount specified in the Request. Unless Bank otherwise expressly agrees in writing, Customer agrees with and represents to Bank that all Requests will be initiated by Customer on its own behalf (and not on behalf of any third party) and in the ordinary course of Customer's business for its own business purposes.
- b. In executing a Request, Bank may rely solely on the identifying number or bank account number supplied by Customer as the correct identification of a beneficiary or bank even if such number describes a person or bank different from the named beneficiary or bank to be paid. Customer's obligation to pay the amount of the Request shall not be excused in such circumstances and Customer shall be obliged to compensate Bank for any loss or expense incurred by Bank because of its reliance. Bank shall have no duty to detect any such inconsistency in identification.
- c. "Direct Send File Transfer" means the means by which Customer may elect to exchange files with Bank. If Customer chooses to enroll in "Direct Send File Transfer" on the Enrollment Form Bank will maintain and support a Secure File Transfer Protocol ("SFTP") on behalf of Customer to permit the exchange of files, as reasonably necessary, for retrieval by Customer or processing through the Services. You, not Bank, are responsible for purchasing and installing the third-party software you use to make Direct Send File Transfers. The software must be a version that is compatible with Bank's Direct Send File Transfer services. You acknowledge and agree that Bank has no responsibility for, we make no representations or warranties of any kind with respect to, and we have no liability for software or any software materials provided in connection with such software. You are solely responsible for granting permissions to your users who are authorized to use your software application to access those Accounts included in your Direct Send File Transfer setup and for any Direct Send File Transfer Wire Transfers made using SFTP.

4. Security Procedure.

- a. Customer shall follow the Security Procedure set forth herein. The purpose of the Security Procedure is to verify that a Request is that of Customer. The Security Procedure for Customer's Requests include the following: Customer may make Requests by an Authorized Representative in person at a Bank branch or telephone or via Gateway. Customers choosing telephone must designate its Authorized Representatives on the Enrollment Form. Bank has the option, but not the obligation, to authenticate any Wire Transfer instruction by having it verified by another Authorized Representative, by signature verification, or by any other means Bank considers appropriate, but failure to authenticate instructions will not be evidence of any failure to exercise reasonable care or to act in good faith. Bank will not be liable for refusal to honor any Wire Transfer Request or Change Request if it is not able to satisfy itself that the instructions given by an Authorized Representative are in accordance with the procedures outlined herein. Customer acknowledges that requests made by telephone inherently pose a greater risk of unauthorized transfers and do not allow Bank to use the same level of Security Procedure available for in-person Requests and agrees that if Customer elects to make Requests by telephone, Customer will have refused the Security Procedure. Customer further acknowledges that electronic mail may not be secure and should not be used to transmit confidential information.
- b. If customer has signed the Synovus TM Services Agreement and the Gateway Services Addendum and the Bank has approved access to the Wire Transfer Service (in its sole discretion) then Customer may initiate requests through the Gateway Service. Customer shall follow the Security Procedure set forth in the Gateway Addendum when initiating Requests through the Gateway Service. Customer acknowledges that the purpose of the Security Procedure is to verify that a Wire Transfer Request or Change Request is that of Customer and is not intended to detect errors in Wire Transfer Requests or Change Requests. Customer designates its Administrator and Accounts for Wire Transfer Service through the Gateway Service and its aggregate Customer Daily Limit (herein so called and the amount of which is defined in the Treasury Management Enrollment Form). The Security Procedure terms of the Gateway Addendum apply to Wire Transfers initiated through the Gateway Service. Administrator will designate through the Gateway Service the names and titles of the authorized users (the "Authorized Users") authorized to initiate Requests on behalf of Customer. Customer hereby confirms to Bank that the Authorized Users designated by the Administrator through the Gateway Service are authorized to provide Bank directions for Wire Transfers with respect to the Account from time to time. Capitalized terms used but not defined herein shall have the meanings provided in the Gateway Addendum.
- c. Bank, at its sole discretion may from time to time modify or implement additional security measures. Bank may implement material changes or modifications on not less than ten (10) days' written (including electronic) notice to any Authorized Representative. Any such changes or modifications shall be deemed accepted by Customer upon the earlier of the date that Customer initiates a Request or ten days from the date of the notice if Customer does not object in writing to such change or modification. Notwithstanding the foregoing, Bank may make such changes as it deems necessary or appropriate to protect the security of the Wire Transfer Service or any of its

related systems, networks, hardware, software, or processes, all without prior notice to Customer.

- d. Customer agrees that it has carefully analyzed the Security Procedure considering its security requirements and in light of the size, type and frequency of the Wire Transfer Requests and Change Requests normally made or proposed to be made, to Bank by Customer, and Customer has determined that the Security Procedure is a commercially reasonable method of verifying the authenticity of Wire Transfer Requests and Change Requests in view of its requirements. Customer agrees that the Security Procedure is not intended to detect errors in Wire Transfer Requests or Change Requests.
5. **Reliance Upon Security Procedure.** Customer agrees that any Wire Transfer Request or Change Request which is issued by or in the name of Customer and accepted by Bank in good faith and in compliance with the Security Procedure will be effective as the order of Customer, and that Customer will be bound thereby even if such request was not authorized by Customer.
6. **Initiating Wire Transfer Requests.** The procedures for initiating Requests will vary depending upon the type of request. For Repetitive and Semi-Repetitive Transfers, the Authorized Representative shall provide Bank with (a) the name of the Authorized Representative who is initiating the request; (b) the correct identifying number for the transfer; (c) the amount to be transferred; (d) any information unique to the particular transfer; and (e) any additional information Bank may require. To initiate all other Wire Transfer Requests, an Authorized Representative shall provide Bank with the: (i) name of Authorized Representative initiating the request; (ii) Account number at Bank from which funds are being authorized to be withdrawn; (iii) amount to be transferred; (iv) name and identifying number of the institution to which funds are to be transferred; (v) name and account number of the beneficiary to which the funds are to be transferred; and (vi) any additional information Bank may require.
7. **Cut-Off Time.** If Customer wants a Wire Transfer to be made on the same day as the request for such a transfer is made, Customer shall request such Wire Transfer on or before Bank's deadline for such transfers. Bank may execute a Request received on a Business Day but after the applicable Cut-Off Time on the same day Bank receives the request, but Bank shall have no obligation to do so, and shall not be liable for any delay, failure or other cost or loss resulting from Bank's execution of any Request received after the Cut-Off Time. Any Wire Transfer Request received on a non-Business Day or after the applicable Cut-Off Time that is not executed by Bank on the same day will be executed by Bank on the following Business Day. Bank may amend these stated Cut-Off Times upon prior notice to Customer.
8. **Rejection of Wire Transfer Request.** Bank may, in its sole discretion reject a Wire Transfer Request for any reason, including, without limitation, when the amount of the Wire Transfer Request which, either in whole or in part, exceeds Customer's actually and finally collected funds on deposit with Bank in the applicable Account. Funds that, in the reasonable determination of Bank, are subject to a hold, dispute, or legal process preventing their withdrawal, shall be deemed not available. If Bank creates an overdraft to complete a Wire Transfer, Customer agrees to repay Bank immediately the amount of the overdraft, whether or not demand is made. Bank is not obligated, however, to create an overdraft for that purpose, even if it has done so previously. Bank may also reject a Wire Transfer Request if Bank is not able to verify the request through the Security Procedure or, even if it does verify the request, if Bank believes the request was not authorized by the Customer. Bank shall have the absolute right to reject a Wire Transfer Request, which does not conform in form and substance with the requirements of this Wire Addendum. Bank may, within a reasonable time after rejection, give Customer notice of rejection of a Wire Transfer Request orally, electronically, or in writing; provided, however, that Bank shall have no liability for failure to give such notice, and the failure alone of Bank to give notice of rejection shall not result in acceptance of a Wire Transfer Request. Nothing in this Wire Addendum shall be interpreted as obligating Bank to accept any Wire Transfer Request, or to take any action with respect thereto, except as expressly provided in Article 4A or this Wire Addendum.
9. **Amendment or Cancellation by Customer.** If Customer wants to amend or cancel a Wire Transfer Request, the order must be received by Bank's Wire Transfer Department in sufficient time for Bank to act on such instruction prior to the time the Wire Transfer is affected by Bank. Bank makes no representation or warranty as to its ability to amend or cancel a Wire Transfer once initiated. Bank reserves the right to require that any Change Request be presented or confirmed in writing. Customer agrees to indemnify and hold Bank harmless for all expenses, costs or other liabilities incurred by Bank in acting to cancel or revoke a Wire Transfer. In the event the amendment or cancellation request is received after execution of the Wire Transfer, Bank will use reasonable efforts to initiate a Wire Transfer Service Message requesting an amendment or a wire reversal as instructed by Customer. The Wire Transfer Service Message is an administrative wire that will be executed by Bank in accordance with Article 4A, existing Federal Reserve System rules and regulations, and the SWIFT rules and regulations, each as applicable. Bank's execution of a Wire Transfer Service Message does not constitute Bank's acceptance of Customer's amendment or cancellation request or any representation or warranty by Bank that any wire reversal or amendment will be effected. Under no circumstances will Bank be liable to Customer for amendments or cancellations received by Bank after execution of the Customer's Wire Transfer. Customer agrees to reimburse Bank for any costs, losses, or damages, including reasonable attorney's fees, Bank incurs in connection with the Customer's amendment or cancellation request.
10. **Processing Wire Transfer Requests and Change Requests.** Bank may send instructions by wire, telegraph, telephone, cable, or whatever other transmission method Bank considers to be reasonable. Bank shall not be liable for any third party's failure to process or delay in processing any instruction. Without limiting the foregoing, Bank may, in its discretion, process Wire Transfer Requests and Change Requests through the Federal Reserve Bank System, SWIFT, and/or correspondent banks. In the case where the beneficiary's bank is Bank, Bank may simply debit and credit the appropriate accounts as requested in the Wire Transfer Request. If any Wire Transfer Request requires the conversion of U.S. dollars to a foreign currency, a foreign currency to U.S. dollars, or Customer requests either such conversion of funds, then the rate of conversion shall be as determined by Bank, in its reasonable discretion. Customer

acknowledges that even if a Request to make payment to a beneficiary whose bank is not located in the United States (the "paying bank") is made in U.S. dollars, the paying bank may make the payment in foreign currency.

11. **Statements; Notice of Wire Transfers.** All your Wire Transfers made through the Wire Transfer Service will be described on your periodic Account statements. You agree that no other notice is required with respect to the payment of Wire Transfers.
12. **Account Reconciliation**
 - a. You must examine the periodic statement for each Account with "reasonable promptness." You agree that the time to examine the statement and report to us will depend on the circumstances, but that such time will not, in any circumstance, exceed a total of fifteen (15) days from the date that the statement is first made available to you.
 - b. If you discover (or reasonably should have discovered) any unauthorized payments or alterations, you must promptly notify us of the relevant facts. You must furnish the following information to us: (i) your name and Account number; (ii) a description of the error or transfer, and a complete explanation of the error, or request for more information; and (iii) the dollar amount of the suspected error; and any other information required by us. If you contact us by telephone, we may require that you send the complaint or question in the form of a paper writing by postal mail or fax within ten (10) Business Days. If you fail to give us written notice of a discrepancy or error within the fifteen (15) day period specified above, then we shall not (i) be liable for any loss of interest with respect to an unauthorized or erroneous debit relating to a Wire Transfer Request or Change Request or other discrepancy shown in the confirmation and (ii) shall not otherwise be required to compensate you or credit your applicable account with respect to any actual or claimed loss of interest or any interest equivalent.
 - c. If you fail to perform any of these duties, you will have to either share the loss with us or bear the loss entirely (depending on whether we exercised ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items, transfers, or payments on the statement, but other items forged or altered, or unauthorized transfers or payments made by the same wrongdoer. If you do not report to us as provided in subsection (a) or (b) above, you agree that you will be liable for the full amount of the item, transfer or payment and we will not be responsible for the payment of any interest to you. You further agree that if you fail to report any unauthorized signature, alteration, forgery, transfer or payment or any other error in any Account within thirty (30) days of when we make the statement available, you cannot assert a claim against us on any item, transfer, payment or other error in that statement, and the loss will be entirely yours. This 30-day limitation is without regard to whether we exercised ordinary care. In that event, you will be liable for the full amount of the item, transfer or payment and we will not be responsible for the payment of any interest to you. Not in limitation of the foregoing, if you fail to give us the written notice required above within such thirty (30) day period, you shall be deemed to have waived any right to the payment associated with such request and you shall be precluded from asserting that we are not entitled to retain the payment associated with such request. This limitation is in addition to those contained elsewhere in this Wire Addendum and under applicable law
13. **Payment for Service.**
 - a. In accordance with each Schedule of Fees and Charges that is applicable to this Wire Addendum or otherwise in connection with the Service (collectively, the "Fee Schedule"), we will charge fees for the Service and any other fees related thereto to your Payment Account each month. You authorize us to charge your Payment Account to obtain payment for the Services through account analysis, compensating balances, or by direct debit of the Payment Account, or by a combination of the preceding, but debiting the Payment Account is not our exclusive remedy. Not in limitation of the foregoing, you authorize us to debit any other Account or account or to set off against any amounts we may owe you to obtain payment if there are not sufficient funds in the Payment Account. We will notify you of any debit made under this paragraph either by separate written notice or as part of our statement of the account for the period in which the payment amount was debited. The Payment Account is designated in on the Enrollment Form.
 - b. Bank's failure to assess any charges or to assess charges in any specific amount does not waive Bank's right to increase or decrease the amount or number of charges later. Fees are reviewed periodically and are subject to change. We will notify you of any fee changes, as provided in this Wire Addendum or the applicable Service Addendum.
14. **Business Days.** Our Business Days are Monday through Friday, excluding Federal Reserve and applicable state banking holidays.
15. **Your Notice to Us of Unauthorized Transfers, Errors, and Questions.** If you believe that someone has transferred or may transfer money from your Account without your permission or in case of errors or questions about your electronic transfers, you should telephone your Bank Representative immediately.
16. **Financial, Account, and Other Information.**
 - a. Upon our request from time to time, you agree to promptly furnish all financial and other information to us as we deem necessary or appropriate, in our sole discretion, for the provision of the Wire Transfer Service, review of the Accounts, or the performance of our responsibilities or the exercise of our rights under this Wire Addendum. Not in limitation of the foregoing, Customer agrees to furnish Bank with financial statements that always reflect Customer's three most recent fiscal years. Unless waived by Bank or heretofore furnished by

Customer, such statements for the three fiscal years ending next prior to the date hereof shall be furnished for Bank's consideration before any Wire Transfer Request is initiated by Customer. Statements for each subsequent fiscal year ending after the date hereof shall be furnished to Bank within 90 days after the close of such fiscal year. Statements for each fiscal year shall present in all material respects the financial condition of Customer at the close of such fiscal year in conformity with generally accepted accounting principles, and, if required by Bank, shall be prepared by independent certified public accountants acceptable to Bank.

- b. We will take reasonable precautions to maintain the confidentiality and security of your private Account information; provided, however, that *you specifically consent to the disclosure of such information or any other information about you in connection with the performance of the Wire Transfer Service, the enforcement of any of our rights or exercise of any of our remedies hereunder, in compliance with our security programs, or as permitted or required by applicable law, legal process or by any regulatory or supervisory agency to which we may be subject.* You acknowledge that if any third party performs any part of or provides access to the Wire Transfer Service, we will not be liable for any disclosure by any such third-party servicer, agent, independent contractor, or other entities.

17. Our Intellectual Property; Confidential Information.

- a. You acknowledge that the Security Procedures and all of our computer programs, data bases, manuals, files, documents and other records, copyrighted materials, trademarks, tradenames, service marks, logos and intellectual property relating to the Services are and will continue to be our sole and exclusive property or the property of our servicers, agents, or independent contractors, and you do not and will not claim any interest in them, or act in any way inconsistent with our rights in them and will return them to us promptly upon termination of this Wire Addendum, the applicable Service, or earlier, upon our request.
- b. "Confidential Information" means trade secrets, confidential and proprietary methods, techniques, processes, applications, approaches, and other information in various forms, including, without limitation, software, customer and/or membership lists, forms, procedures, manuals and other documents and records, which information is used or useful in the conduct of each Bank's business. Customer acknowledges that, as a result of its use of the Wire Transfer Service, it will learn or will have access to Confidential Information of Bank and further acknowledges that: (i) although all or any part of such Confidential Information may be obtainable from other sources, it could only be obtained or developed at great expense over a long period of time and all such Confidential Information is therefore an extremely valuable and important business asset in Bank's business; and (ii) the Confidential Information is the exclusive property of Bank. Except as otherwise expressly contemplated by this Wire Addendum, Customer shall not, at any time either during or after the term of this Wire Addendum, regardless of how this Wire Addendum is terminated, directly or indirectly, use, disclose, publish, transfer, reveal, disseminate, or otherwise publicize or make available, the Confidential Information which Customer learns, or to which it has had access or which has been revealed to it during the term of this Wire Addendum. The parties agree that the restrictive covenants contained in this Section are reasonable and necessary to protect Bank's legitimate interests and that any losses arising from a party's breach thereof cannot reasonably and adequately be compensated by monetary damages and will cause Bank to suffer irreparable harm. Accordingly, upon the failure of Customer to comply with the restrictive covenants contained in this Section, Bank will be entitled to seek injunctive or other extraordinary relief. Upon the termination of this Wire Addendum, or upon written demand, whichever shall first occur, Customer shall promptly return to Bank all Confidential Information in such Customer's possession or control.

- 18. Authorization to Obtain Information.** You agree that we may obtain and review your credit report from an authorized credit bureau and that we may obtain information from your payees regarding your payments and the payee accounts to be credited to facilitate proper handling and crediting of your payments.

- 19. Termination.** You may terminate your use of the Wire Transfer Service at any time by calling your Bank Representative. You must notify us at least ten (10) Business Days prior to the date on which you wish to have your Wire Transfer Service terminated. We may require that you confirm your request be in writing. We will charge you fees for the month in which your termination is effective in accordance with this Wire Addendum unless (a) you terminate the Wire Transfer Service between the first and the fourteenth day of the month, and (b) during such time, no transactions involving any of the Accounts have occurred. We may suspend or terminate your use of all or any of the Services, at any time without prior notice. Your access to the Wire Transfer Service will be terminated automatically if your Payment Account or Accounts are closed, or access to any said Account is restricted for any reason. Termination of this Wire Addendum terminates only your access to the Wire Transfer Service and will not affect your liability or obligations under this Wire Addendum for transactions we have processed or that are in process on your behalf prior to such termination or any other obligations, which, by their nature, survive termination.

- 20. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS WIRE SERVICES AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, WHETHER EXPRESS OR IMPLIED, REGARDING THE SERVICE OR ANY OTHER SUBJECT MATTER OF THIS WIRE SERVICES AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS, OR FREEDOM FROM INFRINGEMENT OR MALICIOUS SOFTWARE OR CODE, COMPUTER VIRUS OR WORM, OR OTHER DISABLING ROUTINE, AND WE HEREBY DISCLAIM ALL SUCH WARRANTIES.** *Not in limitation of the foregoing, we do not warrant that the Wire Transfer Service will operate without errors, or that the Wire Transfer Service will be available and operational at all times.*

- 21. Limitation of Liability.**

- a. **Customer understands and agrees that Wire Transfer Requests and Change Requests are generally effected through automated processes, that the persons conducting such operations do not have knowledge of Customer's unique circumstances, if any, even though such circumstances may be known to other persons within Bank, and that it is not the duty of persons possessing such knowledge to communicate it to persons responsible for wire transfer operations.** EXCEPT AS OTHERWISE EXPRESSLY REQUIRED BY THIS WIRE SERVICES AGREEMENT OR APPLICABLE LAW, WE WILL NOT BE LIABLE TO YOU FOR PERFORMING OR FAILING TO PERFORM ANY OBLIGATION UNDER THIS WIRES SERVICES AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY EXPENSE, CLAIM, LOSS OR DAMAGE ARISING OUT OF ANY AMBIGUITY, IN BANK'S OPINION, IN WIRE TRANSFER REQUESTS OR CHANGE REQUESTS GIVEN TO BANK) UNLESS WE HAVE ACTED IN BAD FAITH. WITHOUT LIMITING THE FOREGOING, WE WILL NOT BE LIABLE TO YOU FOR DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOVERNMENTAL AUTHORITIES, FORCE MAJEURE EVENT (HEREINAFTER DEFINED), FAILURE OF OR DELAY OF ANY OTHER PERSON, INCLUDING, WITHOUT LIMITATION, ANY FEDERAL RESERVE BANK, ANY BENEFICIARY OR BENEFICIARY'S BANK, ANY INTERMEDIARY BANK, INTERNET ACCESS SERVICE PROVIDER, OR ANY SERVICE PROVIDER (THE "THIRD PARTIES") TO PERFORM OR TO PROVIDE ANY SERVICES, FAILURE OF COMMUNICATION SYSTEMS, OR FAILURES OF OR DIFFICULTIES WITH OUR EQUIPMENT OR SYSTEMS. NOT IN LIMITATION OF THE FOREGOING, WE WILL NOT BE LIABLE TO YOU FOR ANY DELAY, FAILURE OR MALFUNCTION ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICE OR ANY PAYMENT SYSTEM. IN THE EVENT THAT WE ARE HELD LIABLE TO YOU, YOU WILL ONLY BE ENTITLED TO RECOVER THE LESSER OF: YOUR ACTUAL DAMAGES; OR THE TOTAL AMOUNT OF ALL SERVICE FEES ACTUALLY PAID BY CUSTOMER TO BANK IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH BANK'S LIABILITY IS FINALLY DETERMINED. IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES.
- b. **CUSTOMER: (1) UNDERSTANDS AND AGREES THAT ANY CLAIM AGAINST BANK SHALL BE LIMITED TO CLAIMS FOR WHICH A REMEDY IS PROVIDED EITHER BY A NON-VARIABLE PROVISION OF ARTICLE 4A OR BY THIS WIRE SERVICES AGREEMENT; AND (2) WAIVES THE RIGHT TO BRING ANY CLAIM ON ANY OTHER LEGAL THEORY WHATSOEVER, WHETHER IN CONTRACT OR TORT IRRESPECTIVE OF WHETHER OR NOT UNDER SUCH THEORY OR THEORIES THE ASSERTED BANK DUTIES OR OBLIGATIONS ARE DEEMED TO BE IN ADDITION TO OR INCONSISTENT WITH THOSE SET FORTH HEREIN OR IN ARTICLE 4A. IN NO EVENT WILL BANK BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, WHETHER OR NOT THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN TO BANK.**
- c. Customer acknowledges and agrees that the Electronic Funds Transfer Act, including, without limitation, the provisions thereof limiting consumer liability, are not applicable to Customer's Wire Transfer Request or its account(s) with Bank. Further, Customer acknowledges and agrees that unless Bank has been grossly negligent or engaged in willful misconduct in the acceptance of a Wire Transfer Request and the adherence to the Security Procedures of this Wire Addendum with regard to a third party initiating and completing a Wire Transfer who is not reflected in Bank's records as an Authorized Representative or who has, through deception or subterfuge, passed himself/herself as an Authorized Representative, Bank shall have no liability of any nature whatsoever to Customer or any other party resulting from any transactions involving Customer utilizing the Service, and Customer hereby releases Bank from any such liability to Bank and agrees to indemnify and hold Bank harmless from and against any such liability to Customer and any third party. To the fullest extent permitted by applicable law, you agree to be responsible for all unauthorized or erroneous payment orders or other instructions or communications initiated through the Wire Transfer Service. Your liability for unauthorized or erroneous items is also governed by your Account agreement with us.
- d. Bank's liability is limited solely to direct money damages actually incurred by Customer in an amount not exceeding the greater of (1) Bank's fees and charges for the Service during the month in which such acts or omissions occurred, or (2) the amount, if any, (i) of funds transferred from Customer's account (or an account controlled by Customer) which exceeded the amount specified in the applicable Wire Transfer Request, (ii) of a Wire Transfer Request executed by Bank, the authenticity of which has not been verified through the use of the Security Procedures, or (iii) of funds transferred by Bank to an account or transferee not specified in the applicable Wire Transfer Request. If such an excess or incorrect transfer occurs, Bank shall credit Customer's account as of the applicable payment date. In no event will Bank be liable for any special, indirect, exemplary, or consequential damages, including, but not limited to, lost profits.
- e. Bank shall not be responsible for the acts or omissions of any other person or entity, including any Federal Reserve Bank or transmission or communications facility, or any recipient of a payment or a payment order intended to carry out a Wire Transfer Request. No such person shall be deemed Bank's agent.
- f. Bank shall be excused from failing to act or delay in acting, and any failure or delay shall not constitute a breach of this Wire Addendum or otherwise give rise to any liability of Bank if (i) the failure or delay arises out of a legal constraint, interruption of communication facilities, equipment failure, or Force Majeure Event, or (ii) Bank believes its action would violate any guideline, rule, regulation or policy of any government authority (including a Federal Reserve Bank). Bank shall not be liable or responsible to Customer in any manner for any delay or failure to transfer any amount hereunder due to such guidelines, rules, regulations or policies which limit, in the aggregate, the amount Bank can transfer from time to time during any banking day; provided, however, that

Bank promptly notifies Customer if the Wire Transfer Request is not executed on the requested Execution Date and that Bank effectuates the transfer as soon as is reasonably possible thereafter. Bank shall be excused from failing to act or delay in acting, and any failure or delay shall not constitute a breach of this Wire Addendum or otherwise give rise to any liability of Bank if Bank believes its action would violate any guideline, rule, regulation or policy of any government authority (including a Federal Reserve Bank). Bank shall not be liable or responsible to Customer in any manner for any delay or failure to transfer any amount hereunder due to such guidelines, rules, regulations or policies which limit, in the aggregate, the amount Bank can transfer from time to time during any Business Day; provided, however, that Bank promptly notifies Customer if the Wire Transfer Request is not executed on the requested execution date and that Bank effectuates the Wire Transfer as soon as is reasonable possible thereafter.

22. **Indemnification.** Except as may be directly attributable to our lack of good faith or failure to exercise ordinary care and as limited by UCC Section 4-103 as in effect, you agree to defend, indemnify, and hold us and our affiliates, directors, officers, employees, agents, servicers, and independent contractors (as applicable) (the "Indemnified Parties") harmless from and against any and all losses, liabilities, costs, damages (including punitive damages), expenses (including attorneys' fees), claims (whether or not formally asserted), or demands (the "Indemnified Losses") to which any of the Indemnified Parties may be subject or may incur arising out of or in connection with its or their performance of this Wire Addendum or the Wire Transfer Service, or any of your obligations, responsibilities, warranties or representation relating to the Service, or your breach of any term of this Wire Addendum, regardless of the nature of any loss. You agree to indemnify the Indemnified Parties against any of the Indemnified Losses or expenses resulting from or arising out of any claim of any person that we are responsible for the act or omission of you or any of the Third Parties (as defined in the Limitation of Liability section). You agree that we and the other Indemnified Parties shall not be responsible for any loss, property damage or bodily injury arising out of or resulting from the failure of any person to provide you with access to any of the Services, whether caused by the equipment, software, us, Internet service providers, Internet browsers, or parties providing communication services to or from you. *Not in limitation of the foregoing, Customer hereby releases Bank from, and hereby agrees to indemnify and hold the Indemnified Parties harmless from and against, any and all damages, costs, and expenses (including attorneys' fees), arising from:*
- a. *Wire Transfers performed in accordance with directions given by any Authorized Representative;*
 - b. *Any error or delay in a Wire Transfer caused by any agent used by Bank, including, but not limited to, any Federal Reserve Bank;*
 - c. *Bank's decision not to complete a Wire Transfer if Bank is unable to verify instructions after seeking such verification;*
 - d. *Bank's decision not to make a Wire Transfer if the applicable Account does not have a balance of actually and finally collected funds sufficient to cover the amount of the transfer; or*
 - e. *If the Wire Transfer is prohibited because of a court order, garnishment, tax levy, or if for any reason Bank reasonably believes that execution of a Wire Transfer might result in an unauthorized or erroneous transfer or might otherwise cause Bank to suffer a loss.*
23. Notwithstanding any other provision of this Addendum for Direct Send File Transfers Customer also acknowledges and agrees that Bank shall not be responsible or liable for any function or malfunction of third party software including without limitation, any damages or losses relating to non-transmission of information or issues with respect to Security Procedures caused by use of third party software or a process used by Customer that does not conform to the requirements of this Addendum. Customer hereby agrees to release, defend, indemnify, and hold Bank harmless from and against any and all losses which Customer may have as a result of any claims which arise or may arise relating in any way to the Wire Transfer Services and the transfer of Customer's information to Bank, and in no event shall Bank be liable for any indirect, consequential, incidental, punitive, exemplary or special losses or damages, or expenses which Customer may incur by using Direct Send File Transfers, whether or not the possibility or likelihood of such damage was known or contemplated by the Bank.
24. **Governing Law; OFAC and BSA.** Transfers of funds initiated or received by Customer may be made through Fedwire. If Fedwire is used in a Wire Transfer, the rights and obligations of the parties to the transfer shall be governed by Regulation J, Subpart B, 12 CFR Part 210 ("Reg J"), as in effect at the time of the transfer. As to matters not covered by Reg J, the validity of this Wire Addendum and all other transactions provided for herein shall be governed by, interpreted, and construed under, and in accordance with, the laws of the state of Georgia, without regard to conflict of law principles. Customer agrees to use the Wire Transfer Service only in accordance with all applicable federal and state laws and all applicable funds transfer system rules and you agree to comply with all of the foregoing during the term of this Wire Addendum. International Wire Transfer may be subject to the rules and requirements of SWIFT and/or the laws of other countries, and Customer agrees to be bound by and comply with all of the foregoing. Nothing in this Wire Addendum shall be interpreted as obligating Bank to accept any Wire Transfer Request, or to take any action with respect thereto, except as expressly provided in Article 4A or this Wire Addendum. Customer acknowledges and agrees that the transfers contemplated herein are subject to the statutory provisions pertaining to, and the rules and regulations issued by, the Office of Foreign Assets Control ("OFAC"), such statutory provisions, rules and regulations being collectively hereinafter referred to as the "OFAC Rules." Customer acknowledges that it has access to the OFAC Rules and will comply with all provisions thereof. In that regard, Customer warrants and represents that neither Customer nor any beneficiary is on the list issued by OFAC known as the Specifically Designated Nationals and Blocked Persons List ("SDN List"). The United States Department of Treasury ("DOT") periodically updates the SDN List. Said updates may be obtained by accessing the DOT website at www.treas.gov/ofac. It is the sole responsibility of Customer to obtain the most recent updates to the SDN List and to ensure that any beneficiary is not on the SDN List. As between Customer and Bank, notwithstanding any

other provision of this Wire Addendum to the contrary, Customer shall be fully liable for all violations by Customer of the OFAC Rules, and, without limiting the generality of the foregoing, Customer shall immediately reimburse Bank for any liability of any nature whatsoever imposed upon Bank by OFAC or under the OFAC Rules resulting from either Customer or any beneficiary being on the SDN List. Not in limitation of the foregoing, Customer further warrants that it will not request any Wire Transfer which, if accepted by Bank, would cause Bank to be in violation of any rule, regulation, or order of OFAC or subject Bank to any sanction imposed by OFAC or any regulatory agency. Customer represents and warrants to Bank that Customer maintains an anti-money laundering program, customer identification program, and customer due diligence program each meeting the requirements of Bank Secrecy Act and related regulations, including without limitation 31 C.F.R. Part 103 (collectively, the "BSA"), and further represents and warrants that Customer will not submit Wire Transfer Requests or Change Requests on behalf of persons that are not "customers" of Customer as defined in 31 C.F.R. § 103.121. All penalties imposed by OFAC or any bank regulatory agency with respect to OFAC will be passed on to Customer and Customer hereby indemnifies and holds harmless Bank, Bank's affiliates, and their respective officers, employees, directors, and agents from and against any expense, loss or damage arising out of Customer's failure to screen Customer's requested Wire Transfers as provided in this Section.

25. **Entire Agreement.** This Wire Services Agreement along with the Fee Schedule and the Terms and Conditions constitutes the entire agreement between you and us related to the Wire Transfer Service and supplements any other agreement or disclosure related to your Accounts. In the event of a conflict between this Wire Services Agreement and any other agreement or disclosure related to your Accounts, this Wire Services Agreement shall control. This Wire Addendum may be amended only in writing (including any electronic communication by us) and may not be amended verbally or by course of conduct.
26. **Minimization of Risk.** If and to the extent we permit you to have the use of funds for which you have not received final, nonavoidable payment in collected funds, the use of such funds will constitute a financial accommodation to you, which we may terminate at any time. We have the absolute right to delay the availability of funds for the Payment Account or any other account, without regard to the Funds Availability Schedule or any practice or pattern of practices by you. If we deem, in our sole and absolute discretion, that our risk exposure as provider of the Services under this Wire Addendum has become too great, we may act to minimize this exposure by (a) requiring you (i) to provide satisfactory collateral for each transfer, prior to the time such transfer is initiated or to (ii) prefund each transfer, or (b) placing holds on any of your accounts with us (including, without limitation, the Payment Account) for each transfer. The provisions of this paragraph may be limited only by the requirements of applicable federal banking regulations.
27. **Cooperation in Loss Recovery Efforts.** In the event of any damages for which we or you may be liable to each other or to a third party pursuant to the services provided under this Wire Addendum, we and you will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any action that the relevant party may be obligated to defend or elects to pursue against a third party.
28. **Recording of Communications.** You authorize us to tape record any telephone conversations made in connection with this Wire Addendum and to retain such recordings for as long as we deem, in our sole discretion, appropriate.
29. **Books and Records.** Customer shall maintain books of account and records, in accordance with standard accounting practices and procedures, of all transactions pertaining to its obligations under this Wire Addendum for a period not less than the period legally required for the retention of such records, and after such time until Bank shall be offered a reasonable opportunity to copy such records prior to the destruction thereof. Bank may, at its own expense and upon reasonable prior notice to Customer, have full access to and the right to inspect and copy the books and records of Customer pertaining to its obligations under this Wire Addendum and all transactions initiated by Customer through the Wire Transfer Service.
30. **Force Majeure.** In no event shall we be liable at any time to you or any other person for any loss, charge, fee, penalty, expense or other damage resulting from any failure or delay in the performance of our responsibilities under this Wire Addendum which is caused or occasioned by any act or thing beyond our control, including, without limitation, legal restraint, interruption of transmission or communication facilities, equipment failure or other malfunction, electrical or computer failure, strike, lockout, riot, war, governmental regulation, fire, emergency conditions, pandemic, acts of God, fire, storm, or other adverse weather conditions or catastrophe, or inability to obtain or delay in obtaining wire services or Internet access, or refusal or delay by any Internet service, service provider or another bank or financial institution (a "Force Majeure Event").
31. **No Waivers.** No delay or omission by us in exercising any rights or remedies hereunder shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise therefor or the exercise of any other right or remedy. No waiver shall be valid unless in writing signed by us.
32. **Assignment.** You may not assign this Wire Addendum to any other party. In our sole discretion, we may assign this Wire Services Agreement or delegate any or all of our rights and responsibilities under this Wire Addendum to any third parties.
33. **Market Rate for Wire Transfers.** When a Request qualifies for auto-conversion, the funds will be automatically converted by our service provider as of the Business Day that we receive your Request (unless the Request is received after the Cut-Off Time, in which case such conversion will occur on the next Business Day). The market rate shall be that established by our service provider for the specific currency and may not be the lowest available currency conversion rate. If a Request is returned, the amended Request may be subject to a market rate other than that applied to the returned Request. A Request qualifies for auto-conversion if it is in U.S. Dollars, designates a beneficiary account that has not been excepted from the auto-conversion program that is held by a beneficiary bank that is in a country that is included in the auto-conversion program, and is in an amount less than Bank's then-current threshold amount for auto-conversion.

34. **Commercial Agreement.** You agree to use the Wire Transfer Service only for business purposes for the Accounts and not for any personal, consumer, or household purposes or accounts.
35. **No Extension of Credit.** Nothing in this Wire Addendum nor any course of dealing between you and us constitutes our commitment or obligation to lend money to you or obligates us to extend any credit to you, to make a loan to you, or otherwise to advance funds to you to pay for any payment order contrary to our published availability schedules.
36. **Amendments.** Notwithstanding any other term of this Wire Addendum, we may amend or change any of the terms and conditions of this Wire Addendum (including, without limitation, the Fee Schedule) at any time upon notice to any one of your Authorized Representatives at any time prior to the effective date of any change or amendment. If you do not agree to the change or amendment, you must notify us prior to the effective date of the change or amendment and cancel your access to the Wire Transfer Service. This provision shall not be deemed to alter or affect any obligations, which we have under applicable law regarding disclosures concerning our funds availability policy.
37. **Notices.** Except as otherwise expressly provided herein, Bank will not be required to act upon any notice or instruction received from Customer or any other person, or to provide any notice or advice to Customer or any other person with respect to any matter. You agree that we may provide any notice to you called for in this Wire Addendum or any other communication in connection with this Wire Addendum or the Wire Transfer Service by email to any email address you have provided us for notice, or by mail to the street address you have provided us, as Bank may select. You agree that our ability to communicate with you is dependent on the validity of your e-mail address on our records, and that you will promptly notify us of any change in your e-mail address and that we will have no obligation to redeliver any e-mail that is delayed or returned. All notices to Bank under this Wire Addendum shall be provided to us at our address provided following Bank's signature below and shall be sent to the attention of your Bank Representative.
38. **Counterparts.** This Wire Addendum may be executed in multiple counterparts, each of which shall constitute an original document and all of which together shall constitute one agreement.

**Synovus Treasury Management Services
Zero Balance Accounts Service Addendum**

1. **Acceptance of Zero Balance Accounts Services.** By selecting the Zero Balance Accounts Services (the "**Zero Balance Service**") on the Enrollment Form, you agree to the terms of this Zero Balance Accounts Service Addendum (the "**Zero Balance Addendum**") and this Zero Balance Addendum thereby becomes a part of the Master Services Agreement for Treasury Management Services (the "**Master Services Agreement**"). The Master Services Agreement, together with this Zero Balance Addendum, shall constitute one "**Zero Balance Service Agreement**" for the Zero Balance Service, the terms and conditions of which shall be binding upon both parties and shall govern the establishment and continued use by Customer of the Zero Balance Service. Customer acknowledges the receipt of a copy of this Zero Balance Addendum and the current Master Services Agreement. This Zero Balance Addendum is effective as of the date accepted by Bank. Capitalized terms used but not defined herein shall have the meanings provided in the Master Services Agreement. If a discrepancy or inconsistency is determined to exist between the terms of the Master Services Agreement and the terms of this Zero Balance Addendum, the terms of this Zero Balance Addendum will control with respect to the Zero Balance Services, but only to the extent necessary to resolve the discrepancy or inconsistency.
2. **The Zero Balance Service.** You may use the Zero Balance Service to control and concentrate cash among Subsidiary Accounts identified by me in the Zero Balance Accounts Section of the Enrollment Form and in the Master Operating Account through preauthorized transfers to or from the Master Operating Account and each Subsidiary Account. The Subsidiary Accounts and the Master Operating Account are designated by Customer on the Treasury Management Services Enrollment/Application.
3. **Authorization.** Customer hereby appoints Bank, and Bank hereby accepts the appointment, to act as agent for Customer, subject to the terms of this Zero Balance Addendum, for the purpose of transferring funds to or from the Master Operating Account and the Subsidiary Accounts as necessary or appropriate to provide the Zero Balance Service. Such preauthorized transfers will be made after the close of business on each Business Day.
4. **Float Deficits.** In the event float deficits (negative collected funds) are incurred in a Subsidiary Account, as a result of the transfer of ledger funds to the Master Operating Account, Customer agrees to compensate Bank by one or more of the following methods as stipulated by Bank: Bank will combine the account analysis of the Subsidiary Account with the account analysis of the Master Operating Account (group analysis) allowing average net collected funds in the Master Operating Account to compensate for float deficits (negative collected funds) in the Subsidiary Account. Bank, at its option, may require Customer to maintain at all times sufficient collected balances in the Master Operating Account to offset float deficits in the Subsidiary Account on a daily cumulative basis until settlement is made through group account analysis. Bank, at its option, may elect to analyze the Subsidiary Account on an individual level. Bank may charge Customer for float deficits (negative collected funds) in the Subsidiary Account by applying Bank's negativity rate to the monthly average negative collected balance.

- 5. Insufficient Funds.** This Section applies if and for as long as the Zero Balance Disbursement Service is made available to Customer hereunder:
- a. Customer agrees to have on deposit in the Master Operating Account each Business Day an amount in funds immediately available for withdrawal which is equal to or greater than the sum of all debits (including all checks, items, ACH or wire transfers and withdrawals) presented to all of the Subsidiary Accounts for payment on such Business Day. Customer authorizes Bank, without notice to Customer, to charge the Master Operating Account each Business Day in the aggregate amount of all debits presented for payment against each Subsidiary Account and to credit a sufficient amount to each Subsidiary Account to pay all such debits drawn against each such Subsidiary Account on that day.
 - b. In the event that on a Business Day on which debits are presented for payment against any Subsidiary Account the Master Operating Account fails to contain sufficient cash or funds otherwise immediately available for withdrawal to pay the total dollar amount of debits drawn against all Subsidiary Account's on that date, Bank may, at its sole option and discretion, elect to do any one or more of the following:
 - 1) Pay any one or all of the debits presented for payment against any Subsidiary Account and charge the amount of any such payment to Customer's Master Operating Account subject to Bank's standard overdraft policies and charges; or
 - 2) Dishonor any one or all of the debits presented for payment against any Subsidiary Account and return same to the presenter thereof; or
 - 3) If Bank has extended to Customer a special line of credit pertaining to any one or all of the Subsidiary Accounts, Bank may pay any one or all of the debits presented for payment against any such Subsidiary Account's and cause the amount of any such payment to be charged to such line of credit pertaining to such Subsidiary Account, considering such amount a draw thereunder, subject to all terms and conditions thereof.
 - c. Notwithstanding anything herein or therein to the contrary, so long as this Zero Balance Addendum remains in full force and effect, Customer will not be required to maintain a positive balance in any of its Subsidiary Accounts subject, however, to the provisions of the above paragraph and herein.
 - d. If for any period of two consecutive calendar months, overdrafts occur in the Master Operating Account pursuant to the paragraph above herein, the average daily amount of which exceeds the lesser of one thousand dollars (\$1,000.00) or five percent (5%) of the average dollar amount of the debits presented daily against all of the Subsidiary Accounts during such two month period, Bank may, so long as Bank desires, require Customer to maintain in the Master Operating Account at all times collected funds in an amount equal to the average daily amount of the overdrafts existing in the Master Operating Account during such two-month period in addition to the amount required to be maintained pursuant to subsection 5.a. above.
- 6.** Customer may change any election made herein by request to the Bank Representative. Such change is subject to approval and will take effect after Bank has received such notice and had a reasonable opportunity to act. This Zero Balance Addendum shall not be amended, revoked, or rescinded except by written notice to the Bank and only if Customer has given prior written notice of such amendment, revocation, or rescission to the Lender.