



SYNOVUS[®]

Accelerate AR eLockbox Service Addendum

**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