



**SYNOVUS<sup>®</sup>**

# Controlled Disbursement Services | Service Addendum

**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.