



SYNOVUS®

Daily Sweep Service Service Addendum

**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.