



**SYNOVUS<sup>®</sup>**

# Deposit Escrow Subaccounting Service Addendum

**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.