



**SYNOVUS<sup>®</sup>**

# SWIFT Messaging Service Addendum

**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.