



SYNOVUS®

Virtual Account SubAccounting (VASA) Service Addendum

**Synovus Treasury Management Services
Virtual Account SubAccounting (VASA) Services Addendum**

1. **Acceptance of Virtual Account SubAccounting Services.** By selecting the Virtual Account SubAccounting Services (the “**VASA Services**”) on the Enrollment Form, you agree to the terms of this Virtual Account SubAccounting Services Addendum (the “**VASA Addendum**”) and this VASA 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 VASA Addendum, shall constitute one “**VASA SubAccounting Services Agreement**” for the VASA 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 VASA Services. Customer acknowledges the receipt of a copy of this VASA Addendum and the current Master Services Agreement. The VASA Services are subject to Bank approval, at its sole discretion. This VASA 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 VASA Addendum, the terms of this VASA Addendum will control with respect to the VASA Services, but only to the extent necessary to resolve the discrepancy or inconsistency.
2. **Synovus Gateway Services; VASA Account Agreement.** In order to use the VASA 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 enter into a VASA Account Agreement with Bank.
3. **Master Account and Subaccounts.** Using the Gateway Services and the VASA Services you may designate a master VASA account from among your Deposit Accounts using your name and tax identification number for your recordkeeping purpose (the “**VASA Master Account**”) and establish subaccounts within the VASA Master Account (each, a “**VASA Subaccount**”) using information provided by Customer. Customer certifies that all information provided to establish the VASA 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 VASA 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 VASA 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 VASA 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 VASA Subaccount owners or that Bank participates in the performance of the services Customer provides to 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 VASA Master Account or any VASA Subaccount to Bank, and for any services provided by Customer to a VASA Subaccount owner with regard to any VASA Subaccount.
4. **Available VASA Services.** Customer may, as VASA Master Account owner for its VASA Subaccounts:
 - a. hold funds in subaccounting in the VASA Master Account and VASA Subaccounts,
 - b. transfer funds into or out of the VASA Master Account and VASA 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 VASA Master Account or VASA 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.