



**SYNOVUS®**

# Wire Transfer Service Addendum

**Synovus Treasury Management Services  
Wire Transfer Services Addendum**

1. **Acceptance of Wire Transfer Services.** The Wire Transfer Services Addendum (the **"Wire Addendum"**) supplements and is part of (a) the Correspondent Services Agreement for International and Treasury Management Services entered into by you or (b) the Treasury Management Services Agreement entered into by you, as applicable (each referred to as the **"Master Services Agreement"**). By selecting the Wire Transfer Services (the **"Wire Transfer Services"**) on the Enrollment Form, you agree to the terms of this Wire Addendum and this Wire Addendum thereby becomes a part of the Master Agreement. Customer must submit all outbound Wire Transfer Requests and all related Change Requests through the Synovus Gateway Service, which is subject to the Synovus Gateway Services Addendum (the **"Gateway Addendum"**). This Wire Addendum, the Master Services Agreement, and the Gateway Addendum shall constitute one **"Wire Service Agreement"** for the Wire Transfer Service, the terms and condition of which shall be binding upon both parties and shall govern the establishment and continued use by Customer of the Wire Transfer Service. Customer acknowledges the receipt of a copy of this Wire Addendum, the Master Services Agreement, and the Gateway Addendum. This Wire Addendum is effective as of the date accepted by Synovus. 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 Wire Addendum, the terms of this Wire Addendum will control with respect to the Wire Transfer Service, but only to the extent necessary to resolve the discrepancy or inconsistency.
2. **Definitions.**

Whenever the following terms are used herein, they shall be defined as follows:

- a. **"Account"** means each Account that Customer designates in the Wire Transfers-Gateway Initiated section (the "Wire Section") of the Enrollment Form, from which Wire Transfers may be made and also means all of such Accounts, collectively.
- b. **"Authorized Officer"**, **"Authorized Partner"** and **"Authorized Member"** are defined in the certificate of authority or certified resolutions for this Wire Addendum and **"Authorized Officer/Member/Partner"** means any one of them.
- c. **"Authorized Representative"** means each individual that Customer designates in the Master Services Agreement section (the "Master Section") of the Enrollment Form to act as its agent for purposes of this Wire Addendum.
- d. **"Change Request"** means a request to Bank made in the name, or having the identification number, of Customer as sender, orally (including by telephone), by a writing or by electronic transmission requesting amendment or cancellation of a Wire Transfer Request.
- e. **"Fedwire"** means the funds transfer system owned and operated by the members of the Federal Reserve for the transmission and settlement of payment orders. The term does not refer to any particular computer, telecommunications facility, or Wire Transfer, but to the system as a whole, which may include transfers by telephone or by written instrument in particular circumstances.
- f. **"Request"** means a Wire Transfer Request or a Change Request.
- g. **"Repetitive Transfer"** means a Wire Transfer Request made routinely with standard instructions and to the same beneficiary pursuant to which the date and dollar amount of the transfer may vary with each request.
- h. **"Semi-Repetitive Transfer"** means a Repetitive Transfer for which a portion of the message text may vary with each request.
- i. **"SWIFT"** means the Society for Worldwide Interbank Financial Telecommunication, which is a member-owned cooperative that operates a worldwide financial messaging network, that enables customers to automate and standardize financial transactions.
- j. **"Terms and Conditions"** means the Terms and Conditions of Your Deposit Account contained in the brochure titled, "Understanding Your Deposit Account" you received at the time you opened your Account.
- k. **"Wire Transfer"** means the process of carrying out a Wire Transfer Request, including the transaction or series of transactions, beginning with a Wire Transfer Request, which leads to payment of funds to an account or to a beneficiary.
- l. **"Wire Transfer Request"** means a request to Bank made in the name, or having the identification number, of Customer as sender requesting that funds be transferred from an Account to a specified account or beneficiary.

All terms not defined in this Wire Addendum shall have the meanings given to them in Article 4A of the Uniform Commercial Code ("Article 4A") as in effect in the State of Georgia from time to time.

3. **Wire Transfer Requests.**

- a. At Customer's request and pursuant to the terms of this Wire Addendum, Customer hereby authorizes Bank to receive and act upon Requests received using the Security Procedure described in Section 3 below, and to honor, execute and debit the same from the Account, in the amount specified in the Request. Unless Bank otherwise expressly agrees

in writing, Customer agrees with and represents to Bank that all Requests will be initiated by Customer on its own behalf (and not on behalf of any third party) and in the ordinary course of Customer's business for its own business purposes.

- b. In executing a Request, Bank may rely solely on the identifying number or bank account number supplied by Customer as the correct identification of a beneficiary or bank even if such number describes a person or bank different from the named beneficiary or bank to be paid. Customer's obligation to pay the amount of the Request shall not be excused in such circumstances and Customer shall be obliged to compensate Bank for any loss or expense incurred by Bank because of its reliance. Bank shall have no duty to detect any such inconsistency in identification.
- c. "Direct Send File Transfer" means the means by which Customer may elect to exchange files with Bank. If Customer chooses to enroll in "Direct Send File Transfer" on the Enrollment Form Bank will maintain and support a Secure File Transfer Protocol ("SFTP") on behalf of Customer to permit the exchange of files, as reasonably necessary, for retrieval by Customer or processing through the Services. You, not Bank, are responsible for purchasing and installing the third-party software you use to make Direct Send File Transfers. The software must be a version that is compatible with Bank's Direct Send File Transfer services. You acknowledge and agree that Bank has no responsibility for, we make no representations or warranties of any kind with respect to, and we have no liability for software or any software materials provided in connection with such software. You are solely responsible for granting permissions to your users who are authorized to use your software application to access those Accounts included in your Direct Send File Transfer setup and for any Direct Send File Transfer Wire Transfers made using SFTP.

#### 4. **Security Procedure.**

- a. Customer shall follow the Security Procedure set forth herein. The purpose of the Security Procedure is to verify that a Request is that of Customer. The Security Procedure for Customer's Requests include the following: Customer may make Requests by an Authorized Representative in person at a Bank branch or telephone or via Gateway. Customers choosing telephone must designate its Authorized Representatives on the Enrollment Form. Bank has the option, but not the obligation, to authenticate any Wire Transfer instruction by having it verified by another Authorized Representative, by signature verification, or by any other means Bank considers appropriate, but failure to authenticate instructions will not be evidence of any failure to exercise reasonable care or to act in good faith. Bank will not be liable for refusal to honor any Wire Transfer Request or Change Request if it is not able to satisfy itself that the instructions given by an Authorized Representative are in accordance with the procedures outlined herein. Customer acknowledges that requests made by telephone inherently pose a greater risk of unauthorized transfers and do not allow Bank to use the same level of Security Procedure available for in-person Requests and agrees that if Customer elects to make Requests by telephone, Customer will have refused the Security Procedure. Customer further acknowledges that electronic mail may not be secure and should not be used to transmit confidential information.
- b. If customer has signed the Synovus TM Services Agreement and the Gateway Services Addendum and the Bank has approved access to the Wire Transfer Service (in its sole discretion) then Customer may initiate requests through the Gateway Service. Customer shall follow the Security Procedure set forth in the Gateway Addendum when initiating Requests through the Gateway Service. Customer acknowledges that the purpose of the Security Procedure is to verify that a Wire Transfer Request or Change Request is that of Customer and is not intended to detect errors in Wire Transfer Requests or Change Requests. Customer designates its Administrator and Accounts for Wire Transfer Service through the Gateway Service and its aggregate Customer Daily Limit (herein so called and the amount of which is defined in the Treasury Management Enrollment Form). The Security Procedure terms of the Gateway Addendum apply to Wire Transfers initiated through the Gateway Service. Administrator will designate through the Gateway Service the names and titles of the authorized users (the "Authorized Users") authorized to initiate Requests on behalf of Customer. Customer hereby confirms to Bank that the Authorized Users designated by the Administrator through the Gateway Service are authorized to provide Bank directions for Wire Transfers with respect to the Account from time to time. Capitalized terms used but not defined herein shall have the meanings provided in the Gateway Addendum.
- c. Bank, at its sole discretion may from time to time modify or implement additional security measures. Bank may implement material changes or modifications on not less than ten (10) days' written (including electronic) notice to any Authorized Representative. Any such changes or modifications shall be deemed accepted by Customer upon the earlier of the date that Customer initiates a Request or ten days from the date of the notice if Customer does not object in writing to such change or modification. Notwithstanding the foregoing, Bank may make such changes as it deems necessary or appropriate to protect the security of the Wire Transfer Service or any of its related systems, networks, hardware, software, or processes, all without prior notice to Customer.
- d. Customer agrees that it has carefully analyzed the Security Procedure considering its security requirements and in light of the size, type and frequency of the Wire Transfer Requests and Change Requests normally made or proposed to be made, to Bank by Customer, and Customer has determined that the Security Procedure is a commercially reasonable method of verifying the authenticity of Wire Transfer Requests and Change Requests in view of its requirements. Customer agrees that the Security Procedure is not intended to detect errors in Wire Transfer Requests or Change Requests.

- 5. **Reliance Upon Security Procedure.** Customer agrees that any Wire Transfer Request or Change Request which is issued by or in the name of Customer and accepted by Bank in good faith and in compliance with the Security Procedure will be effective as the order of Customer, and that Customer will be bound thereby even if such request was not authorized by Customer.

6. **Initiating Wire Transfer Requests.** The procedures for initiating Requests will vary depending upon the type of request. For Repetitive and Semi-Repetitive Transfers, the Authorized Representative shall provide Bank with (a) the name of the Authorized Representative who is initiating the request; (b) the correct identifying number for the transfer; (c) the amount to be transferred; (d) any information unique to the particular transfer; and (e) any additional information Bank may require. To initiate all other Wire Transfer Requests, an Authorized Representative shall provide Bank with the: (i) name of Authorized Representative initiating the request; (ii) Account number at Bank from which funds are being authorized to be withdrawn; (iii) amount to be transferred; (iv) name and identifying number of the institution to which funds are to be transferred; (v) name and account number of the beneficiary to which the funds are to be transferred; and (vi) any additional information Bank may require.
7. **Cut-Off Time.** If Customer wants a Wire Transfer to be made on the same day as the request for such a transfer is made, Customer shall request such Wire Transfer on or before Bank's deadline for such transfers. Bank may execute a Request received on a Business Day but after the applicable Cut-Off Time on the same day Bank receives the request, but Bank shall have no obligation to do so, and shall not be liable for any delay, failure or other cost or loss resulting from Bank's execution of any Request received after the Cut-Off Time. Any Wire Transfer Request received on a non-Business Day or after the applicable Cut-Off Time that is not executed by Bank on the same day will be executed by Bank on the following Business Day. Bank may amend these stated Cut-Off Times upon prior notice to Customer.
8. **Rejection of Wire Transfer Request.** Bank may, in its sole discretion reject a Wire Transfer Request for any reason, including, without limitation, when the amount of the Wire Transfer Request which, either in whole or in part, exceeds Customer's actually and finally collected funds on deposit with Bank in the applicable Account. Funds that, in the reasonable determination of Bank, are subject to a hold, dispute, or legal process preventing their withdrawal, shall be deemed not available. If Bank creates an overdraft to complete a Wire Transfer, Customer agrees to repay Bank immediately the amount of the overdraft, whether or not demand is made. Bank is not obligated, however, to create an overdraft for that purpose, even if it has done so previously. Bank may also reject a Wire Transfer Request if Bank is not able to verify the request through the Security Procedure or, even if it does verify the request, if Bank believes the request was not authorized by the Customer. Bank shall have the absolute right to reject a Wire Transfer Request, which does not conform in form and substance with the requirements of this Wire Addendum. Bank may, within a reasonable time after rejection, give Customer notice of rejection of a Wire Transfer Request orally, electronically, or in writing; provided, however, that Bank shall have no liability for failure to give such notice, and the failure alone of Bank to give notice of rejection shall not result in acceptance of a Wire Transfer Request. Nothing in this Wire Addendum shall be interpreted as obligating Bank to accept any Wire Transfer Request, or to take any action with respect thereto, except as expressly provided in Article 4A or this Wire Addendum.
9. **Amendment or Cancellation by Customer.** If Customer wants to amend or cancel a Wire Transfer Request, the order must be received by Bank's Wire Transfer Department in sufficient time for Bank to act on such instruction prior to the time the Wire Transfer is affected by Bank. Bank makes no representation or warranty as to its ability to amend or cancel a Wire Transfer once initiated. Bank reserves the right to require that any Change Request be presented or confirmed in writing. Customer agrees to indemnify and hold Bank harmless for all expenses, costs or other liabilities incurred by Bank in acting to cancel or revoke a Wire Transfer. In the event the amendment or cancellation request is received after execution of the Wire Transfer, Bank will use reasonable efforts to initiate a Wire Transfer Service Message requesting an amendment or a wire reversal as instructed by Customer. The Wire Transfer Service Message is an administrative wire that will be executed by Bank in accordance with Article 4A, existing Federal Reserve System rules and regulations, and the SWIFT rules and regulations, each as applicable. Bank's execution of a Wire Transfer Service Message does not constitute Bank's acceptance of Customer's amendment or cancellation request or any representation or warranty by Bank that any wire reversal or amendment will be effected. Under no circumstances will Bank be liable to Customer for amendments or cancellations received by Bank after execution of the Customer's Wire Transfer. Customer agrees to reimburse Bank for any costs, losses, or damages, including reasonable attorney's fees, Bank incurs in connection with the Customer's amendment or cancellation request.
10. **Processing Wire Transfer Requests and Change Requests.** Bank may send instructions by wire, telegraph, telephone, cable, or whatever other transmission method Bank considers to be reasonable. Bank shall not be liable for any third party's failure to process or delay in processing any instruction. Without limiting the foregoing, Bank may, in its discretion, process Wire Transfer Requests and Change Requests through the Federal Reserve Bank System, SWIFT, and/or correspondent banks. In the case where the beneficiary's bank is Bank, Bank may simply debit and credit the appropriate accounts as requested in the Wire Transfer Request. If any Wire Transfer Request requires the conversion of U.S. dollars to a foreign currency, a foreign currency to U.S. dollars, or Customer requests either such conversion of funds, then the rate of conversion shall be as determined by Bank, in its reasonable discretion. Customer acknowledges that even if a Request to make payment to a beneficiary whose bank is not located in the United States (the "paying bank") is made in U.S. dollars, the paying bank may make the payment in foreign currency.
11. **Statements; Notice of Wire Transfers.** All your Wire Transfers made through the Wire Transfer Service will be described on your periodic Account statements. You agree that no other notice is required with respect to the payment of Wire Transfers.
12. **Account Reconciliation**
- You must examine the periodic statement for each Account with "reasonable promptness." You agree that the time to examine the statement and report to us will depend on the circumstances, but that such time will not, in any circumstance, exceed a total of fifteen (15) days from the date that the statement is first made available to you.
  - If you discover (or reasonably should have discovered) any unauthorized payments or alterations, you must

promptly notify us of the relevant facts. You must furnish the following information to us: (i) your name and Account number; (ii) a description of the error or transfer, and a complete explanation of the error, or request for more information; and (iii) the dollar amount of the suspected error; and any other information required by us. If you contact us by telephone, we may require that you send the complaint or question in the form of a paper writing by postal mail or fax within ten (10) Business Days. If you fail to give us written notice of a discrepancy or error within the fifteen (15) day period specified above, then we shall not (i) be liable for any loss of interest with respect to an unauthorized or erroneous debit relating to a Wire Transfer Request or Change Request or other discrepancy shown in the confirmation and (ii) shall not otherwise be required to compensate you or credit your applicable account with respect to any actual or claimed loss of interest or any interest equivalent.

- c. If you fail to perform any of these duties, you will have to either share the loss with us or bear the loss entirely (depending on whether we exercised ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items, transfers, or payments on the statement, but other items forged or altered, or unauthorized transfers or payments made by the same wrongdoer. If you do not report to us as provided in subsection (a) or (b) above, you agree that you will be liable for the full amount of the item, transfer or payment and we will not be responsible for the payment of any interest to you. You further agree that if you fail to report any unauthorized signature, alteration, forgery, transfer or payment or any other error in any Account within thirty (30) days of when we make the statement available, you cannot assert a claim against us on any item, transfer, payment or other error in that statement, and the loss will be entirely yours. This 30-day limitation is without regard to whether we exercised ordinary care. In that event, you will be liable for the full amount of the item, transfer or payment and we will not be responsible for the payment of any interest to you. Not in limitation of the foregoing, if you fail to give us the written notice required above within such thirty (30) day period, you shall be deemed to have waived any right to the payment associated with such request and you shall be precluded from asserting that we are not entitled to retain the payment associated with such request. This limitation is in addition to those contained elsewhere in this Wire Addendum and under applicable law

**13. Payment for Service.**

- a. In accordance with each Schedule of Fees and Charges that is applicable to this Wire Addendum or otherwise in connection with the Service (collectively, the "Fee Schedule"), we will charge fees for the Service and any other fees related thereto to your Payment Account each month. You authorize us to charge your Payment Account to obtain payment for the Services through account analysis, compensating balances, or by direct debit of the Payment Account, or by a combination of the preceding, but debiting the Payment Account is not our exclusive remedy. Not in limitation of the foregoing, you authorize us to debit any other Account or account or to set off against any amounts we may owe you to obtain payment if there are not sufficient funds in the Payment Account. We will notify you of any debit made under this paragraph either by separate written notice or as part of our statement of the account for the period in which the payment amount was debited. The Payment Account is designated in on the Enrollment Form.
- b. Bank's failure to assess any charges or to assess charges in any specific amount does not waive Bank's right to increase or decrease the amount or number of charges later. Fees are reviewed periodically and are subject to change. We will notify you of any fee changes, as provided in this Wire Addendum or the applicable Service Addendum.

**14. Business Days.** Our Business Days are Monday through Friday, excluding Federal Reserve and applicable state banking holidays.

**15. Your Notice to Us of Unauthorized Transfers, Errors, and Questions.** If you believe that someone has transferred or may transfer money from your Account without your permission or in case of errors or questions about your electronic transfers, you should telephone your Bank Representative immediately.

**16. Financial, Account, and Other Information.**

- a. Upon our request from time to time, you agree to promptly furnish all financial and other information to us as we deem necessary or appropriate, in our sole discretion, for the provision of the Wire Transfer Service, review of the Accounts, or the performance of our responsibilities or the exercise of our rights under this Wire Addendum. Not in limitation of the foregoing, Customer agrees to furnish Bank with financial statements that always reflect Customer's three most recent fiscal years. Unless waived by Bank or heretofore furnished by Customer, such statements for the three fiscal years ending next prior to the date hereof shall be furnished for Bank's consideration before any Wire Transfer Request is initiated by Customer. Statements for each subsequent fiscal year ending after the date hereof shall be furnished to Bank within 90 days after the close of such fiscal year. Statements for each fiscal year shall present in all material respects the financial condition of Customer at the close of such fiscal year in conformity with generally accepted accounting principles, and, if required by Bank, shall be prepared by independent certified public accountants acceptable to Bank.
- b. We will take reasonable precautions to maintain the confidentiality and security of your private Account information; provided, however, that *you specifically consent to the disclosure of such information or any other information about you in connection with the performance of the Wire Transfer Service, the enforcement of any of our rights or exercise of any of our remedies hereunder, in compliance with our security programs, or as permitted or required by applicable law, legal process or by any regulatory or supervisory agency to which we may be subject.* You acknowledge that if any third party performs any part of or provides access to the Wire Transfer Service, we will not be liable for any disclosure by any such third-party servicer, agent, independent contractor, or other entities.

**17. Our Intellectual Property; Confidential Information.**

- a. You acknowledge that the Security Procedures and all of our computer programs, data bases, manuals, files, documents and other records, copyrighted materials, trademarks, tradenames, service marks, logos and intellectual property relating to the Services are and will continue to be our sole and exclusive property or the property of our servicers, agents, or independent contractors, and you do not and will not claim any interest in them, or act in any way inconsistent with our rights in them and will return them to us promptly upon termination of this Wire Addendum, the applicable Service, or earlier, upon our request.
- b. "Confidential Information" means trade secrets, confidential and proprietary methods, techniques, processes, applications, approaches, and other information in various forms, including, without limitation, software, customer and/or membership lists, forms, procedures, manuals and other documents and records, which information is used or useful in the conduct of each Bank's business. Customer acknowledges that, as a result of its use of the Wire Transfer Service, it will learn or will have access to Confidential Information of Bank and further acknowledges that: (i) although all or any part of such Confidential Information may be obtainable from other sources, it could only be obtained or developed at great expense over a long period of time and all such Confidential Information is therefore an extremely valuable and important business asset in Bank's business; and (ii) the Confidential Information is the exclusive property of Bank. Except as otherwise expressly contemplated by this Wire Addendum, Customer shall not, at any time either during or after the term of this Wire Addendum, regardless of how this Wire Addendum is terminated, directly or indirectly, use, disclose, publish, transfer, reveal, disseminate, or otherwise publicize or make available, the Confidential Information which Customer learns, or to which it has had access or which has been revealed to it during the term of this Wire Addendum. The parties agree that the restrictive covenants contained in this Section are reasonable and necessary to protect Bank's legitimate interests and that any losses arising from a party's breach thereof cannot reasonably and adequately be compensated by monetary damages and will cause Bank to suffer irreparable harm. Accordingly, upon the failure of Customer to comply with the restrictive covenants contained in this Section, Bank will be entitled to seek injunctive or other extraordinary relief. Upon the termination of this Wire Addendum, or upon written demand, whichever shall first occur, Customer shall promptly return to Bank all Confidential Information in such Customer's possession or control.

**18. Authorization to Obtain Information.** You agree that we may obtain and review your credit report from an authorized credit bureau and that we may obtain information from your payees regarding your payments and the payee accounts to be credited to facilitate proper handling and crediting of your payments.

**19. Termination.** You may terminate your use of the Wire Transfer Service at any time by calling your Bank Representative. You must notify us at least ten (10) Business Days prior to the date on which you wish to have your Wire Transfer Service terminated. We may require that you confirm your request be in writing. We will charge you fees for the month in which your termination is effective in accordance with this Wire Addendum unless (a) you terminate the Wire Transfer Service between the first and the fourteenth day of the month, and (b) during such time, no transactions involving any of the Accounts have occurred. We may suspend or terminate your use of all or any of the Services, at any time without prior notice. Your access to the Wire Transfer Service will be terminated automatically if your Payment Account or Accounts are closed, or access to any said Account is restricted for any reason. Termination of this Wire Addendum terminates only your access to the Wire Transfer Service and will not affect your liability or obligations under this Wire Addendum for transactions we have processed or that are in process on your behalf prior to such termination or any other obligations, which, by their nature, survive termination.

**20. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS WIRE SERVICES AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, WHETHER EXPRESS OR IMPLIED, REGARDING THE SERVICE OR ANY OTHER SUBJECT MATTER OF THIS WIRE SERVICES AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS, OR FREEDOM FROM INFRINGEMENT OR MALICIOUS SOFTWARE OR CODE, COMPUTER VIRUS OR WORM, OR OTHER DISABLING ROUTINE, AND WE HEREBY DISCLAIM ALL SUCH WARRANTIES.** *Not in limitation of the foregoing, we do not warrant that the Wire Transfer Service will operate without errors, or that the Wire Transfer Service will be available and operational at all times.*

**21. Limitation of Liability.**

- a. Customer understands and agrees that Wire Transfer Requests and Change Requests are generally effected through automated processes, that the persons conducting such operations do not have knowledge of Customer's unique circumstances, if any, even though such circumstances may be known to other persons within Bank, and that it is not the duty of persons possessing such knowledge to communicate it to persons responsible for wire transfer operations. EXCEPT AS OTHERWISE EXPRESSLY REQUIRED BY THIS WIRE SERVICES AGREEMENT OR APPLICABLE LAW, WE WILL NOT BE LIABLE TO YOU FOR PERFORMING OR FAILING TO PERFORM ANY OBLIGATION UNDER THIS WIRE SERVICES AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY EXPENSE, CLAIM, LOSS OR DAMAGE ARISING OUT OF ANY AMBIGUITY, IN BANK'S OPINION, IN WIRE TRANSFER REQUESTS OR CHANGE REQUESTS GIVEN TO BANK) UNLESS WE HAVE ACTED IN BAD FAITH. WITHOUT LIMITING THE FOREGOING, WE WILL NOT BE LIABLE TO YOU FOR DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOVERNMENTAL AUTHORITIES, FORCE MAJEURE EVENT (HEREINAFTER DEFINED), FAILURE OF OR DELAY OF ANY OTHER PERSON, INCLUDING, WITHOUT LIMITATION, ANY FEDERAL RESERVE BANK,

ANY BENEFICIARY OR BENEFICIARY'S BANK, ANY INTERMEDIARY BANK, INTERNET ACCESS SERVICE PROVIDER, OR ANY SERVICE PROVIDER (THE "THIRD PARTIES") TO PERFORM OR TO PROVIDE ANY SERVICES, FAILURE OF COMMUNICATION SYSTEMS, OR FAILURES OF OR DIFFICULTIES WITH OUR EQUIPMENT OR SYSTEMS. NOT IN LIMITATION OF THE FOREGOING, WE WILL NOT BE LIABLE TO YOU FOR ANY DELAY, FAILURE OR MALFUNCTION ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICE OR ANY PAYMENT SYSTEM. IN THE EVENT THAT WE ARE HELD LIABLE TO YOU, YOU WILL ONLY BE ENTITLED TO RECOVER THE LESSER OF: YOUR ACTUAL DAMAGES; OR THE TOTAL AMOUNT OF ALL SERVICE FEES ACTUALLY PAID BY CUSTOMER TO BANK IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH BANK'S LIABILITY IS FINALLY DETERMINED. IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES.

- b. **CUSTOMER: (1) UNDERSTANDS AND AGREES THAT ANY CLAIM AGAINST BANK SHALL BE LIMITED TO CLAIMS FOR WHICH A REMEDY IS PROVIDED EITHER BY A NON-VARIABLE PROVISION OF ARTICLE 4A OR BY THIS WIRE SERVICES AGREEMENT; AND (2) WAIVES THE RIGHT TO BRING ANY CLAIM ON ANY OTHER LEGAL THEORY WHATSOEVER, WHETHER IN CONTRACT OR TORT IRRESPECTIVE OF WHETHER OR NOT UNDER SUCH THEORY OR THEORIES THE ASSERTED BANK DUTIES OR OBLIGATIONS ARE DEEMED TO BE IN ADDITION TO OR INCONSISTENT WITH THOSE SET FORTH HEREIN OR IN ARTICLE 4A. IN NO EVENT WILL BANK BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, WHETHER OR NOT THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN TO BANK.**
- c. Customer acknowledges and agrees that the Electronic Funds Transfer Act, including, without limitation, the provisions thereof limiting consumer liability, are not applicable to Customer's Wire Transfer Request or its account(s) with Bank. Further, Customer acknowledges and agrees that unless Bank has been grossly negligent or engaged in willful misconduct in the acceptance of a Wire Transfer Request and the adherence to the Security Procedures of this Wire Addendum with regard to a third party initiating and completing a Wire Transfer who is not reflected in Bank's records as an Authorized Representative or who has, through deception or subterfuge, passed himself/herself as an Authorized Representative, Bank shall have no liability of any nature whatsoever to Customer or any other party resulting from any transactions involving Customer utilizing the Service, and Customer hereby releases Bank from any such liability to Bank and agrees to indemnify and hold Bank harmless from and against any such liability to Customer and any third party. To the fullest extent permitted by applicable law, you agree to be responsible for all unauthorized or erroneous payment orders or other instructions or communications initiated through the Wire Transfer Service. Your liability for unauthorized or erroneous items is also governed by your Account agreement with us.
- d. Bank's liability is limited solely to direct money damages actually incurred by Customer in an amount not exceeding the greater of (1) Bank's fees and charges for the Service during the month in which such acts or omissions occurred, or (2) the amount, if any, (i) of funds transferred from Customer's account (or an account controlled by Customer) which exceeded the amount specified in the applicable Wire Transfer Request, (ii) of a Wire Transfer Request executed by Bank, the authenticity of which has not been verified through the use of the Security Procedures, or (iii) of funds transferred by Bank to an account or transferee not specified in the applicable Wire Transfer Request. If such an excess or incorrect transfer occurs, Bank shall credit Customer's account as of the applicable payment date. In no event will Bank be liable for any special, indirect, exemplary, or consequential damages, including, but not limited to, lost profits.
- e. Bank shall not be responsible for the acts or omissions of any other person or entity, including any Federal Reserve Bank or transmission or communications facility, or any recipient of a payment or a payment order intended to carry out a Wire Transfer Request. No such person shall be deemed Bank's agent.
- f. Bank shall be excused from failing to act or delay in acting, and any failure or delay shall not constitute a breach of this Wire Addendum or otherwise give rise to any liability of Bank if (i) the failure or delay arises out of a legal constraint, interruption of communication facilities, equipment failure, or Force Majeure Event, or (ii) Bank believes its action would violate any guideline, rule, regulation or policy of any government authority (including a Federal Reserve Bank). Bank shall not be liable or responsible to Customer in any manner for any delay or failure to transfer any amount hereunder due to such guidelines, rules, regulations or policies which limit, in the aggregate, the amount Bank can transfer from time to time during any banking day; provided, however, that Bank promptly notifies Customer if the Wire Transfer Request is not executed on the requested Execution Date and that Bank effectuates the transfer as soon as is reasonably possible thereafter. Bank shall be excused from failing to act or delay in acting, and any failure or delay shall not constitute a breach of this Wire Addendum or otherwise give rise to any liability of Bank if Bank believes its action would violate any guideline, rule, regulation or policy of any government authority (including a Federal Reserve Bank). Bank shall not be liable or responsible to Customer in any manner for any delay or failure to transfer any amount hereunder due to such guidelines, rules, regulations or policies which limit, in the aggregate, the amount Bank can transfer from time to time during any Business Day; provided, however, that Bank promptly notifies Customer if the Wire Transfer Request is not executed on the requested execution date and that Bank effectuates the Wire Transfer as soon as is reasonable possible thereafter.

22. **Indemnification. Except as may be directly attributable to our lack of good faith or failure to exercise ordinary care and as limited by UCC Section 4-103 as in effect, you agree to defend, indemnify, and hold us and our affiliates, directors, officers, employees, agents, servicers, and independent contractors (as applicable) (the "Indemnified Parties") harmless from and against any and all losses, liabilities, costs, damages (including**

punitive damages), expenses (including attorneys' fees), claims (whether or not formally asserted), or demands (the "Indemnified Losses") to which any of the Indemnified Parties may be subject or may incur arising out of or in connection with its or their performance of this Wire Addendum or the Wire Transfer Service, or any of your obligations, responsibilities, warranties or representation relating to the Service, or your breach of any term of this Wire Addendum, regardless of the nature of any loss. You agree to indemnify the Indemnified Parties against any of the Indemnified Losses or expenses resulting from or arising out of any claim of any person that we are responsible for the act or omission of you or any of the Third Parties (as defined in the Limitation of Liability section). You agree that we and the other Indemnified Parties shall not be responsible for any loss, property damage or bodily injury arising out of or resulting from the failure of any person to provide you with access to any of the Services, whether caused by the equipment, software, us, Internet service providers, Internet browsers, or parties providing communication services to or from you. *Not in limitation of the foregoing, Customer hereby releases Bank from, and hereby agrees to indemnify and hold the Indemnified Parties harmless from and against, any and all damages, costs, and expenses (including attorneys' fees), arising from:*

- a. *Wire Transfers performed in accordance with directions given by any Authorized Representative;*
  - b. *Any error or delay in a Wire Transfer caused by any agent used by Bank, including, but not limited to, any Federal Reserve Bank;*
  - c. *Bank's decision not to complete a Wire Transfer if Bank is unable to verify instructions after seeking such verification;*
  - d. *Bank's decision not to make a Wire Transfer if the applicable Account does not have a balance of actually and finally collected funds sufficient to cover the amount of the transfer; or*
  - e. *If the Wire Transfer is prohibited because of a court order, garnishment, tax levy, or if for any reason Bank reasonably believes that execution of a Wire Transfer might result in an unauthorized or erroneous transfer or might otherwise cause Bank to suffer a loss.*
23. Notwithstanding any other provision of this Addendum for Direct Send File Transfers Customer also acknowledges and agrees that Bank shall not be responsible or liable for any function or malfunction of third party software including without limitation, any damages or losses relating to non-transmission of information or issues with respect to Security Procedures caused by use of third party software or a process used by Customer that does not conform to the requirements of this Addendum. Customer hereby agrees to release, defend, indemnify, and hold Bank harmless from and against any and all losses which Customer may have as a result of any claims which arise or may arise relating in any way to the Wire Transfer Services and the transfer of Customer's information to Bank, and in no event shall Bank be liable for any indirect, consequential, incidental, punitive, exemplary or special losses or damages, or expenses which Customer may incur by using Direct Send File Transfers, whether or not the possibility or likelihood of such damage was known or contemplated by the Bank.
24. **Governing Law; OFAC and BSA.** Transfers of funds initiated or received by Customer may be made through Fedwire. If Fedwire is used in a Wire Transfer, the rights and obligations of the parties to the transfer shall be governed by Regulation J, Subpart B, 12 CFR Part 210 ("Reg J"), as in effect at the time of the transfer. As to matters not covered by Reg J, the validity of this Wire Addendum and all other transactions provided for herein shall be governed by, interpreted, and construed under, and in accordance with, the laws of the state of Georgia, without regard to conflict of law principles. Customer agrees to use the Wire Transfer Service only in accordance with all applicable federal and state laws and all applicable funds transfer system rules and you agree to comply with all of the foregoing during the term of this Wire Addendum. International Wire Transfer may be subject to the rules and requirements of SWIFT and/or the laws of other countries, and Customer agrees to be bound by and comply with all of the foregoing. Nothing in this Wire Addendum shall be interpreted as obligating Bank to accept any Wire Transfer Request, or to take any action with respect thereto, except as expressly provided in Article 4A or this Wire Addendum. Customer acknowledges and agrees that the transfers contemplated herein are subject to the statutory provisions pertaining to, and the rules and regulations issued by, the Office of Foreign Assets Control ("OFAC"), such statutory provisions, rules and regulations being collectively hereinafter referred to as the "OFAC Rules." Customer acknowledges that it has access to the OFAC Rules and will comply with all provisions thereof. In that regard, Customer warrants and represents that neither Customer nor any beneficiary is on the list issued by OFAC known as the Specifically Designated Nationals and Blocked Persons List ("SDN List"). The United States Department of Treasury ("DOT") periodically updates the SDN List. Said updates may be obtained by accessing the DOT website at [www.treas.gov/ofac](http://www.treas.gov/ofac). It is the sole responsibility of Customer to obtain the most recent updates to the SDN List and to ensure that any beneficiary is not on the SDN List. As between Customer and Bank, notwithstanding any other provision of this Wire Addendum to the contrary, Customer shall be fully liable for all violations by Customer of the OFAC Rules, and, without limiting the generality of the foregoing, Customer shall immediately reimburse Bank for any liability of any nature whatsoever imposed upon Bank by OFAC or under the OFAC Rules resulting from either Customer or any beneficiary being on the SDN List. Not in limitation of the foregoing, Customer further warrants that it will not request any Wire Transfer which, if accepted by Bank, would cause Bank to be in violation of any rule, regulation, or order of OFAC or subject Bank to any sanction imposed by OFAC or any regulatory agency. Customer represents and warrants to Bank that Customer maintains an anti-money laundering program, customer identification program, and customer due diligence program each meeting the requirements of Bank Secrecy Act and related regulations, including without limitation 31 C.F.R. Part 103 (collectively, the "BSA"), and further represents and warrants that Customer will not submit Wire Transfer Requests or Change Requests on behalf of persons that are not "customers" of Customer as defined in 31 C.F.R. § 103.121. All penalties imposed by OFAC or any bank regulatory agency with respect to OFAC will be passed on to Customer and Customer hereby indemnifies and holds harmless Bank, Bank's affiliates, and their respective officers, employees, directors, and agents from and against any expense, loss or damage arising out of Customer's failure to screen Customer's requested Wire Transfers as provided in this Section.

25. **Entire Agreement.** This Wire Services Agreement along with the Fee Schedule and the Terms and Conditions constitutes



the entire agreement between you and us related to the Wire Transfer Service and supplements any other agreement or disclosure related to your Accounts. In the event of a conflict between this Wire Services Agreement and any other agreement or disclosure related to your Accounts, this Wire Services Agreement shall control. This Wire Addendum may be amended only in writing (including any electronic communication by us) and may not be amended verbally or by course of conduct.

26. **Minimization of Risk.** If and to the extent we permit you to have the use of funds for which you have not received final, nonavoidable payment in collected funds, the use of such funds will constitute a financial accommodation to you, which we may terminate at any time. We have the absolute right to delay the availability of funds for the Payment Account or any other account, without regard to the Funds Availability Schedule or any practice or pattern of practices by you. If we deem, in our sole and absolute discretion, that our risk exposure as provider of the Services under this Wire Addendum has become too great, we may act to minimize this exposure by (a) requiring you (i) to provide satisfactory collateral for each transfer, prior to the time such transfer is initiated or to (ii) prefund each transfer, or (b) placing holds on any of your accounts with us (including, without limitation, the Payment Account) for each transfer. The provisions of this paragraph may be limited only by the requirements of applicable federal banking regulations.
27. **Cooperation in Loss Recovery Efforts.** In the event of any damages for which we or you may be liable to each other or to a third party pursuant to the services provided under this Wire Addendum, we and you will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any action that the relevant party may be obligated to defend or elects to pursue against a third party.
28. **Recording of Communications.** You authorize us to tape record any telephone conversations made in connection with this Wire Addendum and to retain such recordings for as long as we deem, in our sole discretion, appropriate.
29. **Books and Records.** Customer shall maintain books of account and records, in accordance with standard accounting practices and procedures, of all transactions pertaining to its obligations under this Wire Addendum for a period not less than the period legally required for the retention of such records, and after such time until Bank shall be offered a reasonable opportunity to copy such records prior to the destruction thereof. Bank may, at its own expense and upon reasonable prior notice to Customer, have full access to and the right to inspect and copy the books and records of Customer pertaining to its obligations under this Wire Addendum and all transactions initiated by Customer through the Wire Transfer Service.
30. **Force Majeure.** In no event shall we be liable at any time to you or any other person for any loss, charge, fee, penalty, expense or other damage resulting from any failure or delay in the performance of our responsibilities under this Wire Addendum which is caused or occasioned by any act or thing beyond our control, including, without limitation, legal restraint, interruption of transmission or communication facilities, equipment failure or other malfunction, electrical or computer failure, strike, lockout, riot, war, governmental regulation, fire, emergency conditions, pandemic, acts of God, fire, storm, or other adverse weather conditions or catastrophe, or inability to obtain or delay in obtaining wire services or Internet access, or refusal or delay by any Internet service, service provider or another bank or financial institution (a "Force Majeure Event").
31. **No Waivers.** No delay or omission by us in exercising any rights or remedies hereunder shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise therefor or the exercise of any other right or remedy. No waiver shall be valid unless in writing signed by us.
32. **Assignment.** You may not assign this Wire Addendum to any other party. In our sole discretion, we may assign this Wire Services Agreement or delegate any or all of our rights and responsibilities under this Wire Addendum to any third parties.
33. **Market Rate for Wire Transfers.** When a Request qualifies for auto-conversion, the funds will be automatically converted by our service provider as of the Business Day that we receive your Request (unless the Request is received after the Cut-Off Time, in which case such conversion will occur on the next Business Day). The market rate shall be that established by our service provider for the specific currency and may not be the lowest available currency conversion rate. If a Request is returned, the amended Request may be subject to a market rate other than that applied to the returned Request. A Request qualifies for auto-conversion if it is in U.S. Dollars, designates a beneficiary account that has not been excepted from the auto-conversion program that is held by a beneficiary bank that is in a country that is included in the auto-conversion program, and is in an amount less than Bank's then-current threshold amount for auto-conversion.
34. **Commercial Agreement.** You agree to use the Wire Transfer Service only for business purposes for the Accounts and not for any personal, consumer, or household purposes or accounts.
35. **No Extension of Credit.** Nothing in this Wire Addendum nor any course of dealing between you and us constitutes our commitment or obligation to lend money to you or obligates us to extend any credit to you, to make a loan to you, or otherwise to advance funds to you to pay for any payment order contrary to our published availability schedules.
36. **Amendments.** Notwithstanding any other term of this Wire Addendum, we may amend or change any of the terms and conditions of this Wire Addendum (including, without limitation, the Fee Schedule) at any time upon notice to any one of your Authorized Representatives at any time prior to the effective date of any change or amendment. If you do not agree to the change or amendment, you must notify us prior to the effective date of the change or amendment and cancel your access to the Wire Transfer Service. This provision shall not be deemed to alter or affect any obligations, which we have under applicable law regarding disclosures concerning our funds availability policy.
37. **Notices.** Except as otherwise expressly provided herein, Bank will not be required to act upon any notice or instruction received from Customer or any other person, or to provide any notice or advice to Customer or any other person with

respect to any matter. You agree that we may provide any notice to you called for in this Wire Addendum or any other communication in connection with this Wire Addendum or the Wire Transfer Service by email to any email address you have provided us for notice, or by mail to the street address you have provided us, as Bank may select. You agree that our ability to communicate with you is dependent on the validity of your e-mail address on our records, and that you will promptly notify us of any change in your e-mail address and that we will have no obligation to redeliver any e-mail that is delayed or returned. All notices to Bank under this Wire Addendum shall be provided to us at our address provided following Bank's signature below and shall be sent to the attention of your Bank Representative.

- 38. Counterparts.** This Wire Addendum may be executed in multiple counterparts, each of which shall constitute an original document and all of which together shall constitute one agreement.