



**SYNOVUS®**

# Zero Balance Account (ZBA) Service Addendum

**Synovus Treasury Management Services  
Zero Balance Accounts Service Addendum**

1. **Acceptance of Zero Balance Accounts Services.** By selecting the Zero Balance Accounts Services (the “**Zero Balance Service**”) on the Enrollment Form, you agree to the terms of this Zero Balance Accounts Service Addendum (the “**Zero Balance Addendum**”) and this Zero Balance 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 Zero Balance Addendum, shall constitute one “**Zero Balance Service Agreement**” for the Zero Balance 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 Zero Balance Service. Customer acknowledges the receipt of a copy of this Zero Balance Addendum and the current Master Services Agreement. This Zero Balance 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 Zero Balance Addendum, the terms of this Zero Balance Addendum will control with respect to the Zero Balance Services, but only to the extent necessary to resolve the discrepancy or inconsistency.
2. **The Zero Balance Service.** You may use the Zero Balance Service to control and concentrate cash among Subsidiary Accounts identified by me in the Zero Balance Accounts Section of the Enrollment Form and in the Master Operating Account through preauthorized transfers to or from the Master Operating Account and each Subsidiary Account. The Subsidiary Accounts and the Master Operating Account are designated by Customer on the Treasury Management Services Enrollment/Application.
3. **Authorization.** Customer hereby appoints Bank, and Bank hereby accepts the appointment, to act as agent for Customer, subject to the terms of this Zero Balance Addendum, for the purpose of transferring funds to or from the Master Operating Account and the Subsidiary Accounts as necessary or appropriate to provide the Zero Balance Service. Such preauthorized transfers will be made after the close of business on each Business Day.
4. **Float Deficits.** In the event float deficits (negative collected funds) are incurred in a Subsidiary Account, as a result of the transfer of ledger funds to the Master Operating Account, Customer agrees to compensate Bank by one or more of the following methods as stipulated by Bank: Bank will combine the account analysis of the Subsidiary Account with the account analysis of the Master Operating Account (group analysis) allowing average net collected funds in the Master Operating Account to compensate for float deficits (negative collected funds) in the Subsidiary Account. Bank, at its option, may require Customer to maintain at all times sufficient collected balances in the Master Operating Account to offset float deficits in the Subsidiary Account on a daily cumulative basis until settlement is made through group account analysis. Bank, at its option, may elect to analyze the Subsidiary Account on an individual level. Bank may charge Customer for float deficits (negative collected funds) in the Subsidiary Account by applying Bank’s negativity rate to the monthly average negative collected balance.
5. **Insufficient Funds.** This Section applies if and for as long as the Zero Balance Disbursement Service is made available to Customer hereunder:
  - a. Customer agrees to have on deposit in the Master Operating Account each Business Day an amount in funds immediately available for withdrawal which is equal to or greater than the sum of all debits (including all checks, items, ACH or wire transfers and withdrawals) presented to all of the Subsidiary Accounts for payment on such Business Day. Customer authorizes Bank, without notice to Customer, to charge the Master Operating Account each Business Day in the aggregate amount of all debits presented for payment against each Subsidiary Account and to credit a sufficient amount to each Subsidiary Account to pay all such debits drawn against each such Subsidiary Account on that day.
  - b. In the event that on a Business Day on which debits are presented for payment against any Subsidiary Account the Master Operating Account fails to contain sufficient cash or funds otherwise immediately available for withdrawal to pay the total dollar amount of debits drawn against all Subsidiary Account’s on that date, Bank may, at its sole option and discretion, elect to do any one or more of the following:
    - 1) Pay any one or all of the debits presented for payment against any Subsidiary Account and charge the amount of any such payment to Customer’s Master Operating Account subject to Bank’s standard overdraft policies and charges; or
    - 2) Dishonor any one or all of the debits presented for payment against any Subsidiary Account and return same to the presenter thereof; or
    - 3) If Bank has extended to Customer a special line of credit pertaining to any one or all of the Subsidiary Accounts, Bank may pay any one or all of the debits presented for payment against any such Subsidiary Account’s and cause the amount of any such payment to be charged to such line of credit pertaining to such Subsidiary Account, considering such amount a draw thereunder, subject to all terms and conditions thereof.
  - c. Notwithstanding anything herein or therein to the contrary, so long as this Zero Balance Addendum remains in full force and effect, Customer will not be required to maintain a positive balance in any of its Subsidiary Accounts subject, however, to the provisions of the above paragraph and herein.
  - d. If for any period of two consecutive calendar months, overdrafts occur in the Master Operating Account pursuant to the paragraph above herein, the average daily amount of which exceeds the lesser of one thousand dollars (\$1,000.00) or five percent (5%) of the average dollar amount of the debits presented daily against all of the Subsidiary Accounts during such two month period, Bank may, so long as Bank desires, require Customer to maintain in the Master Operating Account at all

times collected funds in an amount equal to the average daily amount of the overdrafts existing in the Master Operating Account during such two-month period in addition to the amount required to be maintained pursuant to subsection 5.a. above.

6. Customer may change any election made herein by request to the Bank Representative. Such change is subject to approval and will take effect after Bank has received such notice and had a reasonable opportunity to act. This Zero Balance Addendum shall not be amended, revoked, or rescinded except by written notice to the Bank and only if Customer has given prior written notice of such amendment, revocation, or rescission to the Lender.