

Wire Transfer Agreement (Non-Personal Accounts)



RBC Bank

Client Name: _____

Date: _____

Authorized Signature: _____

Per Wire Authority Limit: \$ _____

Printed Name: _____

Authorized Signature: _____

Per Wire Authority Limit: \$ _____

Printed Name: _____

Authorized Signature: _____

Per Wire Authority Limit: \$ _____

Printed Name: _____

Each signature must be that of a signer on the Eligible Account(s) who is duly authorized to initiate wire transfers.

Introduction

The words “we”, “us” and “our” refer to RBC Bank (Georgia), N.A., also referred to as RBC Bank. The words “you” and “your” refer to the entity identified above as “Client”.

Wire Transfer Service

You have requested that we provide you our Wire Transfer Service (the “Service”). The Service is available for use only by businesses and other non-personal organizations or entities, and it may not be used for personal, family or household (consumer) purposes. The Service will permit you to issue non-repetitive orders for us to transfer funds from Eligible Accounts which are authorized for your use to accounts at other domestic or international financial institutions, in amounts up to any daily limits, client-specific limits or individual authorized signer limits which we may establish and change in our discretion from time to time. Our decision to approve your request to use the Service is within our sole discretion. We will be deemed to have approved your request to use the Service on the date we complete activation or set-up of the Service for you on our system. If we request, you will complete and sign such other documents and provide us such additional information as we may deem necessary or appropriate.

Use of Service

Your use of the Service will be pursuant to the terms of this Wire Transfer Agreement (the “Agreement”), including the Terms and Conditions set forth below, and also including the terms of the Service Agreement for Non-Personal Accounts (the “Account Agreement”) and any other agreements which may exist between us relating to your Eligible Accounts, as any of the foregoing may be amended from time to time. The terms of this Agreement and the Account Agreement and any such other agreements are hereby incorporated into and made a part of each other. By signing this Agreement, you (i) acknowledge receipt of this Agreement, (ii) signify that you have read and understand this Agreement and (iii) agree to be bound by the terms of this Agreement and agree that your use of the Service will be subject to and on the terms of this Agreement.

Notice

Payment pursuant to each payment order initiated under this Agreement may be made by the beneficiary’s bank on the basis of an identifying or bank account number even if the identifying or bank account number identifies a person different from the designated/intended beneficiary. The beneficiary’s financial institution may also, at its option, deduct a processing fee from the proceeds of the wire.

Instructions for Returning Agreement:

Please return a copy of this Agreement via one of the following methods:

- (1) Email to rbcgwrm@rbc.com
- (2) Fax to 1-855-891-5670 or
- (3) Mail to RBC Bank Wire Room
8081 Arco Corporate Drive – Suite 400
Raleigh, NC 27617

Please ensure you are sending a copy of two forms of ID (see Accepted Forms of ID section for complete list).

If you have any questions, please call your Relationship Manager.

Please retain a copy of this Agreement for your records.

Terms and Conditions

1. Accepted Forms of ID.

As part of our identity confirmation process, we require each authorized signer whose signature appears above to provide us with two forms of identification as part of your request for the Service. At least one of the IDs must be a photo ID contained in the list below; the other may be one of the other IDs listed. You may make a photocopy of these and provide the photocopies with your signed Agreement. At least one ID must be a valid driver’s license or passport. If you do not have a valid driver’s license or passport, you may use a state issued photo ID. The other ID can be a debit or credit card from any financial institution, health insurance card, bank statement or credit card statement.

2. Fees.

Unless we agree in writing otherwise, you will be assessed fees and other charges associated with the Service. At your request, we will provide to you a statement of the current fees and other charges applicable to the Service. We reserve the right to change from time to time our fees and other charges. You will pay us the fees and other charges we assess you for the Service when we ask you to make such payments.

3. Change of Terms.

We may change, from time to time, the terms and conditions of this Agreement, and we may change from time to time the Service. We will set the effective date of each change, but if we fail to do so, the effective date will be the date we make the change. We may notify you of changes as provided below under the Section entitled "Notices".

4. Suspension, Cancellation and Termination.

(a) You may notify us at any time of your desire to terminate this Agreement. Such notice may be given by any one person who has signed above. Once we receive your notice, we will establish an effective date which gives us a reasonable amount of time to act upon your request for termination.

(b) We may suspend or cancel the Service in our sole discretion. We may also limit or restrict your use of the Service, as provided herein, in our sole discretion. Our failure to notify you before the effective date of any suspension, limitation, restriction or cancellation will not affect the suspension, limitation, restriction or cancellation, and it will not impose any liability on us to you or any other person.

(c) We may terminate this Agreement immediately and without notice to you or any other person (i) upon your default under or breach of any one or more of your obligations to us under this Agreement, or your default under or breach of any other present or future obligation you may owe to us, (ii) if you become subject to any proceeding under any bankruptcy, insolvency or receivership law, or are liquidated, or (iii) if we believe you have used or are using the Service in a fraudulent, dishonest, immoral or illegal manner, or in a manner not consistent with the Service as offered by us. We also may terminate this Agreement for any other reason by giving you at least 10 Business Days' prior notice.

(d) Generally, transactions initiated prior to the effective date of either cancellation of the Service or termination of this Agreement will not be affected by the cancellation or termination and will continue subject to this Agreement, provided, however, as set out in Section 4(e) below, we reserve the right, in our sole discretion, to cancel, at any time, any transaction, regardless of when the transaction has been initiated and regardless of the date the transaction is scheduled for transmission. Any terms and conditions in this Agreement will survive cancellation or termination which by their terms or inherent nature are intended to survive.

(e) If the Service is suspended or cancelled, or we limit or restrict your use of the Service, or we terminate this Agreement, we may, in our sole discretion, cancel and

otherwise not transmit any one or more wires, whether the wire or wires are to be transmitted on the day of suspension, cancellation, limitation, restriction or termination, or a subsequent date or dates.

5. Instructions.

(a) It is your responsibility to ensure that we are provided with accurate, clear, and correct Instructions and that such Instructions are given only by you (and "you" in this context means and includes any one or more authorized signers whose signatures appear on page 1 of this Agreement). As described further in Section 16 below, unless otherwise required by applicable law, we are not required to accept Instructions from any person acting or purporting to act on your behalf in a representative or fiduciary capacity, and we may refuse to accept such Instructions in our sole discretion.

(1) If the beneficiary's account number and name in an Instruction refer to different persons, unless applicable law requires otherwise, we will not be liable for Losses resulting from the beneficiary's financial institution paying the wrong person, even if the beneficiary's financial institution knew or should have known that the account number and name referred to different persons, and we will not be liable if the beneficiary's financial institution does not accept the wire or accepts the wire and then places the funds in a suspense or holding account because of the discrepancy. Also, some financial institutions, in accepting and posting wire transfers, only match on account numbers. Unless applicable law requires otherwise, we will not be liable to you or any other person for any Losses resulting from the beneficiary's financial institution accepting and posting any wire transfer to an incorrect account, whether based on your Instructions or for other reasons unrelated directly to a material breach of this Agreement by us. We will also not be liable to you or the beneficiary/receiver of the wire or any other person for any fees that may be deducted from the proceeds of the wire by a beneficiary's financial institution.

(2) If an Instruction does not designate the beneficiary's financial institution, we may, in our discretion (i) accept the Instruction and make payment to any financial institution at which we have reason to believe the beneficiary maintains an account or (ii) not accept the Instruction and seek further direction from you. In either of the foregoing situations, unless applicable law requires otherwise, we will not be liable for Losses resulting from your failure to properly identify the financial institution where the beneficiary maintains an account.

(3) If an Instruction does not specify routing instructions, you will be deemed to have instructed us to send the wire through such correspondents as appear appropriate after consulting standard financial institution references as to correspondent relationships.

(b) You will ensure that your Instructions are secure and that unauthorized access to the Service is prevented. You will

strictly adhere to the security procedures applicable from time to time to the Service. When you issue Instructions to us you will be acknowledging that the security procedures we require you to use provide a commercially reasonable degree of protection in light of your particular needs and circumstances.

(c) We are authorized to act on and otherwise accept any Instructions that are (i) issued by you or otherwise authorized by you, (ii) authorized by you under the laws of agency, or (iii) accepted by us in good faith and in compliance with the security procedures then in effect for your use of the Service, whether any such Instructions were in fact actually authorized by you.

(d) We are not under any obligation to detect errors in any of your Instructions or inconsistencies or conflicts between any of your Instructions. If, after issuing an Instruction, you discover any errors, you must notify us immediately and follow up in writing to our authorized representative for the Service. Unless applicable law requires otherwise, your Instructions are irrevocable and may be cancelled after you issue them to us only with our prior written consent. While we will make all reasonable attempts to correct any errors of which we are notified, unless applicable law requires otherwise, we will not be liable for any Losses caused by errors or inaccuracies in your Instructions. We are not under any obligation to seek reconfirmation from you of any of your Instructions.

(e) Unless applicable law requires otherwise, you will bear the complete risk of (i) all ambiguous, unclear or incomplete Instructions and (ii) all unauthorized or otherwise fraudulent Instructions, unless you can prove that an Instruction which was unauthorized or otherwise fraudulent was not caused, directly or indirectly, by a person (A) entrusted at any time with duties to act for you with respect to any Instructions or the applicable security procedures, or (B) who obtained access to your transmitting facilities or who obtained, from a source controlled by you and without your authority, information facilitating breach of the applicable security procedure, regardless of how the information was obtained or whether you were at fault. For the purpose of this subsection, "information" includes any access device, computer software, PIN, Password or other Authenticating Information (as defined below) or the like. Without any liability to you, we may decline to act on any Instructions which we believe are unauthorized or otherwise fraudulent, or which we believe are ambiguous, unclear or incomplete, or which we believe do not conform to the Service as offered by us.

(f) We will have the right, in our sole discretion, to reject any Instructions, to set exposure limits on the amounts you may wire, to impose conditions that must be satisfied before we will accept any Instructions, to delay or suspend any Instructions (even if accepted), to cancel any Instructions we have accepted or to refrain or refuse to provide the Service on your behalf, if:

(i) any Instructions were not sent to us in compliance with applicable privacy or security requirements or procedures, or we are otherwise permitted under this Agreement to reject, impose conditions, cancel, delay or suspend any Instructions;

(ii) you are in default under this Agreement or any other agreement with us;

(iii) we determine in our sole discretion that we must do so in order to comply with the terms of this Agreement or applicable laws or regulations, or to avoid breaching this Agreement or violating any applicable laws or regulations;

(iv) to accept or carry out any Instructions would be unlawful, illegal, would contravene the requirements of any funds-transfer system rule, regulatory or governmental authority or third party service provider, or impose onerous costs or expenses on us;

(v) you are insolvent, in liquidation, bankruptcy or receivership, or are unable to pay debts as and when they fall due;

(vi) we are hindered or prevented by an event or circumstances outside of our control from accepting or carrying out any Instructions, or

(vii) we are unwilling or unable to provide the Service to you.

(g) If we decide, pursuant to the foregoing provisions of Section 5(f), to reject, impose conditions on, cancel, delay or suspend any Instruction, or we otherwise decide to not provide the Service on your behalf, we will use reasonable efforts to notify you of such determination by communicating with you in a method permitted in this Agreement or in some other commercially reasonable method, including verbally notifying you. Any method of communication permitted in this Agreement will be deemed to constitute commercially reasonable means of notice, and such notice or any other commercially reasonable method of notice will be effective as to you when given by us. Your Instructions that are communicated to us in a manner that do not comply with the terms of this Agreement, including applicable privacy and security requirements and procedures, may not be deemed received by us and you may not receive notice of rejection, imposition of conditions, cancellation, delay or suspension. Unless applicable law requires otherwise, we will not be liable to you, or the beneficiary or any other person, or be deemed to be in breach of contract by reason of any delay or failure in performing any Instruction duly accepted if the delay or failure was due to any cause beyond our reasonable control or at our discretion, or caused in whole or in part by you. If, with respect to any Instruction you give, we decide to reject, impose conditions on, cancel, delay or suspend such wire transfer pursuant to the terms and conditions of this Agreement, then we may cancel, delay or suspend any arrangements we have made in connection therewith.

6. Wire Transfer of Funds.

(a) You will provide to us, as part of your Instructions for each wire transfer, a complete and accurate statement of the purpose of the wire transfer. We will not be deemed to have accepted your Instructions until we receive the associated statement of purpose. As stated above, you may use the Service only for business purposes and not for personal, family or household purposes.

(b) You will not be permitted to transfer more than our specified maximum dollar limit in any single day, and we may

set more restrictive client-specific exposure limits or individual authorized signer exposure limits (i.e., a cap that is lower than our maximum daily limit) on the amount of funds you may transfer through use of the Service. We may change any of the foregoing limits in our discretion at any time.

(c) Wire transfers may be either domestic or international, provided, however, international wire transfers may not be sent by us through or into any country in violation of U.S. laws. All international wire transfers will be routed by us through one of our correspondent financial institutions. Wires cannot be sent directly to financial institutions in a country other than the U.S. Domestic wire transfers will settle only in U.S. Dollars. International wires may be in a foreign currency if accepted at our discretion. You will be responsible to ensure that the proper foreign currency is available and may be obtained through us. Wire transfers will be non-repetitive wire transfers; there will be no repetitive wire transfers. You may confirm whether any wire transfer has been sent by checking your transaction history in Online Banking or by reviewing your periodic account statement.

d) Subject to the terms of this Agreement, we will accept each Instruction to pay, or to cause another financial institution to pay, to a designated beneficiary, through a wire transfer or other appropriate means, the amount of money specified in the Instruction, provided the Instruction was sent by you, authorized by you or accepted by us as provided in Section 5(c) above. Contemporaneously with our acceptance of an Instruction, we will charge to and debit from the Eligible Account identified in the Instruction the amount of money specified in the Instruction to be paid to the beneficiary designated therein; and, at such time or later, we may also charge to and debit from the Eligible Account designated in an Instruction all fees and any costs and expenses associated with the wire. This Agreement will be deemed an express, written authorization for us to debit each Eligible Account for the amount of each charge thereto and any amounts you may owe us from time to time under or pursuant to this Agreement.

(e) It will be your responsibility to verify, prior to issuing an Instruction for us to initiate a wire transfer, that funds are available in the Eligible Account designated in the Instruction for us to initiate a wire transfer in an amount and otherwise in accordance with such Instruction and to recover payment of all fees and costs and expenses associated with the wire. If you are expecting proceeds from a loan or incoming wire to fund the wire, you must notify our authorized representative for the Service prior to initiating the wire transfer. If for any reason sufficient funds are not available as aforesaid, we may, in our sole discretion, do any one or more of the following:

- (i) execute the wire, in which event, immediately upon our demand, you will pay to us all amounts wired and all fees and costs and expenses associated with the wire;
- (ii) delay the wire transfer; or
- (iii) cancel the Instruction and not complete the wire.

We will not have any liability to you or any other person for Losses incurred by you or any other person when a wire

transfer is completed where there are not sufficient funds available at the time in the Eligible Account, or when a wire transfer is not completed by us because of the unavailability of funds. Our then current policies, procedures, rules and requirements relative to whether funds in an account are collected, unencumbered, available, and withdrawable (“available”) for a wire transfer will be solely determinative of whether there is, in the Eligible Account designated in an Instruction, at the time or times required hereunder, a credit balance of available funds sufficient in amount to pay the amount to be wired, plus associated fees and costs and expenses. Nothing in this Agreement will constitute or be deemed a commitment by us to extend credit to you, or to grant you overdraft privileges. We will not have any obligation to make any funds available to you to complete any payment being made by you or to enable you to initiate a wire transfer. Any obligation to extend credit to you or to otherwise make funds available to you must be set out in a separate agreement executed by us through a person authorized to make credit decisions on our behalf.

7. Process and Procedures.

(a) All requests by you for wire transfers will conform to the rules, processes and procedures we may from time to time prescribe. You will prevent the disclosure, except on a “need to know” basis, of any of our rules, processes and procedures relating to wire transfers of funds. If the confidentiality of our rules, processes or procedures is compromised, you will immediately notify us.

(b) As discussed further below, we will have the right, but not the obligation, to require authenticating information before we accept or act on any Instructions. The authenticating information may be PINs, Passwords or other information (such as “challenge questions”) intended to authenticate Instructions (the foregoing are collectively referred to herein as “Authenticating Information”). We will have the right, but not the obligation, to seek and obtain confirmations of any Instructions. If we do not receive confirmations that are satisfactory to us, we may reject Instructions, delay acting on or suspend Instructions (even if accepted) or cancel Instructions we have accepted.

(c) Instructions given by you to us with respect to the Service may only be given verbally by telephone or in person to your Relationship Manager (no faxes or emails) as provided below, unless we permit, in our discretion, other methods from time to time. You may give us Instructions by calling your Relationship Manager at such numbers as we may provide to you from time to time.

(d) We may rely on telephonic or in-person Instructions given to a Relationship Manager by any person who identifies himself or herself to be a duly authorized representative of the Client, and if we require the use of Authenticating Information, uses any Authenticating Information assigned or designated at that time to you. Instructions given by you to us telephonically or in person and all your conversations with us related to your Instructions, including the statement of purpose, may be recorded by us, either electronically or in some other manner. You consent to us recording and retaining in our records your Instructions and the conversations related

thereto. We may, but will not be required to, verbally notify you before you issue your Instructions to us that such Instructions and the related conversations may be recorded by us. If we do not provide you with such prior notice, we will not have any liability to you or any other person for failing to provide you with such prior notice, and our failure to provide you with such prior notice will not prevent us from recording your Instructions and related conversations and retaining in our records the recorded Instructions and related conversations.

(e) Instructions must be issued by you to us during those hours of a Business Day when we are open for the receipt and processing of wire transfers and they must be issued by you, and received and approved by us, prior to our cut-off times in order for the wire transfer to be completed on the Business Day received. Any Instructions that are not issued and approved as aforesaid will be deemed to have been received by us after normal business hours and will not be processed. The Instructions will need to be resubmitted on the next or a subsequent Business Day on which we are open for the receipt and processing of wire transfers. Our normal hours each Business Day for the receipt and processing of wire transfers under this Agreement are typically between 8:30 a.m. and 3:00 p.m. E.T. We may, however, change these hours at any time without prior notice to you and we may change our cut-off times at any time without prior notice to you. We will not have any liability to you or any other person if we do not provide you with prior notice of a change in our normal hours or our cut-off times.

(f) Our receipt or processing of an Instruction from you does not and will not constitute an acceptance by us of your Instruction and does not require us to accept such Instruction or to execute on the Instruction at the time provided therein or on the date of receipt or processing thereof by us. We are not required to accept, execute or otherwise act on any Instruction relative to a wire transfer except as expressly provided in this Agreement or under applicable law. We reserve the right to call you back using a phone number previously on file to verify your Instructions. Whether we call back for verification or not will be at our sole discretion and we will have no liability to you or any other person for not verifying your Instructions.

(g) You will maintain written records of all Instructions given to us and you will produce them to us when we request. If there is a discrepancy between your records and our records, our records will control and will be deemed correct and accurate.

8. Passwords, PINs and Other Authenticating Information.

(a) We may, at our option, provide you (or permit you to select) Passwords, PINs and/or other Authenticating Information to be used with each Instruction.

(b) It will be your responsibility to ensure that all Authenticating Information, to the extent we require its use, remains secure and confidential; and, in that regard, if we require Authenticating Information, you will be responsible for establishing and maintaining your own procedures to safeguard and protect the security and confidentiality of all

Authenticating Information, which safeguards should include prohibitions on sharing or loaning of Authenticating Information. If we require Authenticating Information, you will immediately notify your Relationship Manager if you believe any Authenticating Information has been learned or used by an unauthorized person, and you will follow up with a same-day written confirmation of your telephone call to us. We will have a reasonable time within which to act on any such notice. If Authenticating Information is being required in connection with the Service and we believe security has been breached, we may change such Authenticating Information without prior notice to you or block access to the Service without prior notice to you until we are satisfied that security over access and use has been assured. You will cooperate with us in the investigation and prosecution of any person who has obtained or used any Authenticating Information without your approval.

(c) Except as otherwise specifically provided herein or under applicable law, if we require the use of Authenticating Information, (i) you will assume all risks and losses associated with the loss, theft, disclosure or unauthorized use of any one or more elements of Authenticating Information, and (ii) you will assume all risk for and accept full responsibility for statements made and acts or omissions that occur while any one or more elements of Authenticating Information are being used.

9. Limitations on Liability.

(a) We will be responsible for performing the Service as expressly described in this Agreement, and then only if we agree to provide the Service to you. Except as specifically provided to the contrary in this Agreement or under applicable law, you will use the Service at your sole risk, including the risk of erroneous transactions.

(b) EXCEPT AS PROVIDED IN EXPRESS TERMS TO THE CONTRARY IN THIS AGREEMENT, THE SERVICE IS PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, TO YOU OR ANY OTHER PERSON REGARDING THE SERVICE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. Some jurisdictions do not allow the exclusion of certain warranties and accordingly, some of the limitations in this Section 9(b) may not apply to you either in whole or in part.

(c) Subject to the limitations on our liability set forth in this Agreement, we will have liability to you for any Losses you suffer or incur as a direct result of a material breach of this Agreement by us or as a direct result of our gross negligence or intentional misconduct in performing or failing to perform any Service. Unless applicable law requires otherwise, our liability will be limited, however, as follows: (i) if the liability is related to a funds transfer which is completed, but execution of the relevant Instruction by us in material breach of this Agreement results in a delay in payment to the beneficiary, our total liability to you or any person, including the beneficiary, will be limited to payment of interest for the period of delay caused by our improper execution; (ii) if the liability is related to an Instruction to wire funds and execution of the Instruction by us in material

breach of this Agreement results in (1) non-completion of the funds transfer, (2) our failure to use an intermediary financial institution designated by you, or (3) issuance of a payment order by us which does not comply with the terms of the Instruction to wire funds which was accepted by us, our total liability to any person, including you, will be limited to reimbursement to such person of his or her actual out-of-pocket expenses in the funds transfer, and any actual out-of-pocket incidental expenses and interest losses, to the extent not covered by subpart (i) of this subsection, resulting from our improper execution; (iii) if the liability is related to an Instruction to wire funds and we fail to execute the payment order we are obligated to execute under this Agreement, our total liability to any person, including you, will be limited to reimbursement to such person of his or her actual out-of-pocket expenses in the transaction, and any actual out-of-pocket incidental expenses and interest losses resulting from our failure to execute; and (iv) if the liability is related to any other act or inaction in material breach of this Agreement or otherwise, our total liability to you or any person will be limited to an amount not to exceed the lesser of (1) the actual amount of such Losses and (2) the aggregate amount of the fees and charges paid by you to us for the Service during the 6 month period immediately preceding the date on which such Losses occurred, or if no fees and charges have been paid during such period, \$250.

(d) Notwithstanding anything in this Agreement to the contrary, unless applicable law requires otherwise, we will not be liable to you or any other person for, and you release us from liability with respect to (i) any indirect, consequential, special, incidental (other than as provided in Section 9(c) above), exemplary or punitive damages, including loss of profits, loss of business or loss of data, (ii) attorneys' fees or fees of other professionals, (iii) delays or total or partial failures in performance caused by scheduled system maintenance interruptions or events beyond our reasonable control or the reasonable control of any person to whom we have delegated, outsourced or subcontracted provision of any part of the Service, including events within the concept of force majeure, and (iv) any delay or total or partial failure in providing the Service to you if, in our opinion or the opinion of any third party service provider we may use, the provision of the Service would result in the violation or potential violation of any rules or any applicable laws or regulations.

10. Third Parties.

In executing any Instructions to wire funds, we will use the funds transfer systems and communications systems in which we participate, and such intermediaries, agents or sub-agents as we determine to be appropriate in connection with any such wire transfer – all of whom will be deemed third party service providers. Except as specifically provided to the contrary in this Agreement or under applicable law, we will not be responsible or liable for the acts or omissions of any other person, including you, any person acting or purporting to act for you in a representative or fiduciary capacity, any beneficiary of a wire transfer, any beneficiary's

financial institution, any correspondent or other intermediary financial institution or any third party service provider.

11. Rules.

You will be solely responsible for knowing, and you will adhere to and comply with all transfer system rules and the laws and regulations applicable to the Service, including the laws of the U.S. You will not initiate any wire transfers that will violate the laws of the U.S.

12. Indemnification.

You will fully indemnify us and hold us harmless, as well as our shareholders, directors, officers, employees, agents and independent contractors, from and against all Losses we or any of the foregoing persons may suffer or otherwise incur on account of or in connection with our provision or attempted provision of the Service to you, or your use or receipt or attempted use or receipt of the Service, including (i) our performance of the Service or refusing to perform the Service in accordance with Instructions, or (ii) any delay, suspension or cancellation of arrangements we made with respect to any Instructions when the rejection, suspension or cancellation is for any reason permitted under this Agreement, including your cancellation of Instructions for any reason. Your indemnification in this section will not extend to or include Losses arising solely out of our gross negligence or intentional misconduct, or solely out of our material breach of this Agreement, nor will this indemnification apply in any other circumstances where applicable law would prohibit it.

13. Arbitration of Disputes.

We try to resolve any disputes or claims regarding this Agreement or the Service as quickly as possible. In most cases, we can resolve a dispute or claim by telephone or in some other expeditious manner. If, however, either you or we have any irresolvable dispute or claim concerning this Agreement or the Service, such dispute or claim will be decided by binding arbitration under the provisions of the section entitled "Dispute Resolution – Agreement to Arbitrate" in your Account Agreement, unless you have rejected the agreement to arbitrate in a timely manner, or unless the dispute or claim falls under "Excluded Claims and Proceedings", all of the foregoing as provided in the Account Agreement. We encourage you to carefully read this section of the Account Agreement.

14. Proprietary and Confidential Information.

The Service constitutes our proprietary and confidential information or that of our licensors, vendors or third party service providers. You will not acquire any rights in the Service by virtue of using the Service, or otherwise. You will not make use of our proprietary and confidential information, or that of our licensors, vendors or third party service providers, other than as may be necessary to use the Service and then such use will be strictly limited to that purpose for only so long as you are using the Service.

15. Sharing and Use of Information.

(a) We acknowledge that information we obtain from you in

connection with the Service may be confidential. We will maintain the confidentiality of such information in accordance with the terms of this Agreement and our normal procedures for safeguarding information regarding our non-personal clients, which procedures include compliance with any applicable laws and regulations.

(b) Subject to applicable laws and regulations and any opt-out notice from you which we may be required by law to honor, we may disclose information regarding you and your use of the Service to (i) our affiliates, (ii) credit reporting agencies and other similar rating or reporting agencies and (iii) other persons who are not our affiliates if (1) we enter into a confidentiality agreement with such persons, or (2) the disclosure is necessary for us to provide the Service to you, or (3) the disclosure is necessary in order to comply with applicable laws or regulations, or (4) you give us written permission to make the disclosure. Unless required by applicable laws, we will not be under any obligation to notify you either prior to or after disclosing information about you under any of the circumstances described in this section.

16. Authorized Representatives.

Unless otherwise required by applicable law, we are not required to accept Instructions from any person acting (or purporting to act) in a representative or fiduciary capacity for you. If we elect to receive or accept Instructions from a person acting in a representative or fiduciary capacity for you, we may establish such additional terms and conditions on either or both our receipt and acceptance of such Instructions as we then deem necessary or appropriate, in our sole discretion. The additional terms and conditions may include our receipt of current, correct and accurate written and verifiable information on the identity and authority of the person acting in a representative or fiduciary capacity for you. If we do not receive this information, or we do not deem the information you provide to us to be current, valid and effective, we may refuse receipt of Instructions from such person, or return or reject any Instructions we have received from such person, or suspend, cancel, limit, restrict or terminate any Instructions we have accepted from such person. We may also do any of the foregoing even if we have determined that the information you provided to us was current, correct and accurate. We will not have any liability for any Losses you or any other persons may incur as a result of our refusal to either receive or accept Instructions from a person acting in a representative or fiduciary capacity for you, or for our returning or rejecting Instructions we have received from such person or from our suspending, cancelling, limiting, restricting or terminating any Instructions we have accepted from such person.

17. Notices.

(a) Unless otherwise provided in this Agreement or otherwise agreed to by one of our authorized representatives for the Service, any notice you are required or permitted to give to us with respect to this Agreement may be given by any one person who has signed the Agreement on page 1 hereof, must be in writing using the English language, and must be

sent through the U.S. mail, postage prepaid, addressed to us c/o our mailing address last provided by us to you for use with this Agreement, as such address is shown in our records. Notices you send to us through the U.S. mail will be deemed given on the 3rd Business Day following the day on which we receive the notice at the address to which you are required to send the notice, as provided in this section.

(b) Unless otherwise provided in this Agreement, any notice we are required or permitted to give to you with respect to this Agreement will be deemed given (i) when we verbally provide such notice to you at the time you issue an Instruction to us by telephone or in person, and (ii) on the 3rd calendar day following the day such notice is deposited in the U.S. mail, postage prepaid, addressed to you c/o your mailing address as shown in our records. Notwithstanding anything in the foregoing, and subject to applicable laws, there may be certain types of notices that we provide from time to time solely by posting them on our website. Notice given by us to any one person who has signed the Agreement on page 1 hereof shall be deemed given to all such persons.

(c) Our records on the dates notices are given by us to you and the dates notices are received by us from you will be deemed correct and accurate.

18. Miscellaneous.

(a) You will provide to us from time to time such additional information about, and documentation in connection with, you as we determine is necessary in order for us or our licensors, vendors or third party service providers to comply with applicable laws and regulations, including the USA PATRIOT Act and its implementing regulations. You represent and warrant to us that (i) you are not and will not be a person whose property or interest in property is blocked or subject to blocking pursuant to any applicable laws, (ii) you do not engage in and will not engage in any dealings or transactions prohibited by applicable laws, (iii) you are not and will not be a person on the list of Specially Designated Nationals and Blocked Persons and you are not and will not be subject to the limitations or prohibitions under any other U.S. Department of Treasury's Office of Foreign Assets Control regulation or any executive order, and (iv) you are and you will remain in compliance with the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department, and the USA PATRIOT Act, as amended, and its implementing regulations.

(b) You may not, without our prior written discretionary consent, transfer or assign this Agreement or your right to use the Service. We may transfer or assign our rights and obligations under this Agreement in whole or in part without notice to or approval by you, and we may delegate, outsource or subcontract any and all of our responsibilities, duties and obligations relative to providing the Service, or any part thereof, without notice to or approval by you. The terms and conditions of this Agreement will be binding upon and inure to your benefit and our benefit, as well as the benefit of your permitted successors and assigns and our successors and assigns.

(c) We may waive enforcement of any of the terms and

conditions of this Agreement. Any such waiver will not affect our rights with respect to any other transaction or modify the terms of this Agreement or the Service.

(d) In the event this Agreement, or the Service or our manner of providing the Service, violates any applicable laws or regulations, then the Service and this Agreement will be deemed changed to the extent necessary to comply with such laws or regulations, and unless applicable law requires otherwise, we will not incur any liability to you or any other person as a result of such violation or change.

(e) This Agreement and the Service will be governed by, construed and enforced in accordance with the laws of the United States and, to the extent not preempted by federal law, the laws of the State of Georgia, excepting its conflict and choice of law provisions.

(f) This Agreement, including the Account Agreement applicable to the Eligible Accounts and any other documents we show in our records as being a part hereof or applicable to the Service, are the complete and exclusive statement of the agreement between you and us with respect to the Service and supersede any prior agreements between you and us with respect to the Service. In the event of any inconsistency between the terms of this Wire Transfer Agreement and any other agreement or document (whether constituting part of the Agreement or not), the terms of this Wire Transfer Agreement will control as to the Wire Transfer Service.

(g) Unless we direct otherwise, this Agreement, any separate parts making up this Agreement and any other documents now or in the future associated with this Agreement may be created, generated, sent, communicated, received, executed, acknowledged or stored by you and us entirely or in part in a tangible medium or an electronic medium. If in an electronic medium, the whole or the parts, as applicable, that are in an electronic medium will be deemed originals to the same extent they would if in a tangible medium. An electronic signature or acknowledgement will be an acceptable form of signature or acknowledgement and will be deemed an original signature or acknowledgement for all purposes under this Agreement or any documents now or in the future associated with this Agreement. Our records of what makes up or constitutes this Agreement and any other documents now or in the future associated with this Agreement will be deemed correct and accurate.

19. Glossary and Use of Terms.

(a) If a word is not defined in this Agreement, it will have the meaning given to it in the Uniform Commercial Code ("UCC") in effect from time to time in the State of Georgia. "Business

Day" means any day, other than a Saturday, Sunday or bank holiday, when we are open to transact our general banking business. "Eligible Account" means a demand deposit account or other deposit account you have with us that we permit to be linked to the Service. "Instruction" means the instructions, directions or orders given for or with respect to the Service and includes a payment order. "Losses" means claims, demands, actions, causes of action, suits, proceedings, losses, damages, liabilities, fines, penalties, fees, charges or costs and expenses, including attorneys' fees, suffered or incurred by a person. "PIN" means individual, unique personal identification numbers we may issue to you or permit you to select for use with the Service, as shown on our records. "Password" means confidential, unique personal numbers, User IDs, codes, marks, signs, public keys, letters, numbers, combinations of letters and numbers or other information composed of a string of characters used as a means of accessing the Service or authenticating use of the Service or any transaction related to the Service, and a Password may or may not be used in connection with a PIN or other Authenticating Information.

(b) The following rules of construction will apply to this Agreement: (i) words in the neuter mean and include correlative words of the feminine and masculine genders and words importing the singular numbered meaning include the plural number, and vice versa; (ii) the term "person" includes individuals and legal entities or organizations; (iii) the use of the terms "includes", "including", "included in" or similar terms also mean "without limitation"; (iv) the word "all" includes "any" and the word "any" includes "all"; (v) as the context requires, the word "and" may have a joint meaning or a several meaning and the word "or" may have an inclusive meaning or an exclusive meaning; (vi) headings are inserted for convenience only and do not limit or define the scope of a section of this Agreement or any of its subsections; and (vii) the phrase "as shown in our records" or other similar phrase refers to the business records or files we maintain in the normal course of our business relative to the Service, which records or files will be deemed correct and accurate.

FOR BANK USE ONLY:

Account Number: _____
[Account number for approved Eligible Accounts.]

Account Number: _____
[Account number for approved Eligible Accounts.]

Account Number: _____
[Account number for approved Eligible Accounts.]

Account Number: _____
[Account number for approved Eligible Accounts.]



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