

SMALL BUSINESS PAID SERVICES ADDENDUM TO AGREEMENT AND DISCLOSURE STATEMENT FOR ELECTRONIC BANKING SERVICES

(Revised as of 11/06/2017)

This Small Business Paid Services Addendum (the “Addendum”) supplements and constitutes a part of the Regions Agreement and Disclosure Statement for Electronic Banking Services and sets forth additional terms and conditions for the use of certain Services made available to business customers through Regions Online Banking. The Services described in this Addendum are not available to consumer customers, and the use of certain Services may be subject to separate enrollment and approval. The Agreement and Disclosure Statement for Electronic Banking Services remains in full force and effect, as supplemented by the terms of this Addendum, and the terms and conditions of the Agreement and Disclosure Statement for Electronic Banking Services are incorporated into this Addendum by reference. If there is a conflict or inconsistency between the terms of this Addendum and those of the Agreement and Disclosure Statement for Electronic Banking Services, the terms of this Addendum will govern and control the use of the Services described in this Addendum. Terms used in this Addendum generally shall have the meanings ascribed to them in the Agreement and Disclosure Statement for Electronic Banking Services unless this Addendum otherwise defines such terms or unless otherwise required by the context of a term's use. As used in this Addendum, the term “Agreement” shall mean the Agreement and Disclosure Statement for Electronic Banking Services together with and as supplemented by the terms of this Addendum.

I. Regions Quick DepositSM Service in Regions Online Banking

1.01 Terms and Definitions. The following terms and definitions apply with respect to the Quick Deposit Service:

- “Check Retention Period” means a period of not less than thirty (30) and not more than ninety (90) days after you transmit any check image to us and receive confirmation from us that we have received the image.
- “Prohibited Check” means a check or other item that you are not permitted to scan and transmit using the Quick Deposit Service, as further defined in the Service terms below.
- “Quick Deposit Scanner Equipment” means Scanner Equipment that is purchased by you from or through us or our vendors or contractors.
- “Reg CC” means Regulation CC of the Board of Governors of the Federal Reserve System, as amended.
- “Scanner Equipment” means any scanners, image capture equipment, hardware or software, and/or other equipment used in connection with the Quick Deposit Service, including (but not limited to) Quick Deposit Scanner Equipment.

- “Scanner Replacement Program” means any program we may offer from time to time in our sole and absolute discretion for the repair or replacement of defective or inoperable Scanner Equipment.

1.02 General Description of Service. Subject to the terms and conditions of this Agreement, the Quick Deposit Service enables you to make deposits to your eligible Service Accounts using approved Scanner Equipment to scan checks and to transmit the images of the checks and associated data to us.

1.03 Checks. You agree that you will use the Quick Deposit Service only to scan and transmit images of “checks”, as that term is defined in Reg CC, for a deposit to your eligible Service Account. You agree that the image of any check that is transmitted via the Service shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code (1990 Official Text). You agree that you will not use the Service to scan or transmit any of the following Prohibited Checks: (i) any check that is payable to any person or entity other than you, (ii) any check that is drawn or otherwise issued by you or any of your affiliates on any account you or any of your affiliates own or have an interest in, (iii) any check that is prohibited by our then current procedures pertaining to the Service or that is in violation of any law, rule or regulation, (iv) any check that bears any alteration or that you know or suspect, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the check is drawn, (v) any check that is either a “substitute check” (as defined in Reg CC or other applicable federal law or regulation) or an “image replacement document” that purports to be a substitute check, (vi) any check that is drawn on a financial institution that is located outside of the United States, (vii) any check that is a “remotely created check” as that term is defined in Reg CC, (viii) any check that is not payable in United States currency, (ix) any check that is dated more than six (6) months prior to the date of scanning and transmission, (x) any check that is payable jointly, (xi) any check that is payable on sight or is a payable through draft, as defined in Reg CC, (xii) any check that has any endorsement other than the endorsement required by us in connection with the Service, (xiii) any check that previously has been submitted through the Service or through any remote deposit capture service offered by any other financial institution, or (xiv) any check that is not acceptable to us for deposit into a deposit account as provided in the deposit agreement that governs your applicable Service Account.

1.04 Endorsements. When you use the Quick Deposit Service to transmit a check image to us, you agree to supply such information on the back of each check in the space provided for endorsements as we may require or direct. You agree that you will apply no restrictive, qualified, or conditional endorsement to any check in connection with your use of the Service except as we may direct, and you further agree that we may handle and process any check image you transmit to us through the Service in accordance with the terms of this Agreement notwithstanding any restrictive, qualified, or conditional endorsement you may apply to the check without our approval or direction.

1.05 Image Quality. Images of checks transmitted to us through the Quick Deposit Service must clearly display all information required by us for processing the transaction and must otherwise meet, in our sole and absolute judgment, the standards and requirements of legibility that we establish from time to time. The images also must comply with the applicable standards and requirements of the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve Board, and/or any other regulatory agency, clearinghouse or association.

1.06 Transmission and Receipt of Images. You agree to follow any and all procedures, instructions, and guides for use of the Quick Deposit Service as we may require or provide from time to time. We have no obligation to accept any check or image you transmit through the Service, and we may reject any check or image that you transmit in our sole and absolute discretion without notice to you and without liability to you. You agree that we are not responsible or liable to you for images that are dropped during transmission, that we do not receive, or that are intercepted or altered by, or misdirected to, any unauthorized third party. You assume the risk that any check image or information from a check image may be intercepted or misdirected during transmission. An image file shall be deemed received by us when you receive an electronic confirmation from us in the Service application that we have received the image. Such confirmation confirms only the receipt of the image file and does not confirm that the transmission was complete or error free, or that the amount of any check will be finally collected from the drawee institutions and/or credited to your Service Account. Notwithstanding any confirmation you may receive from us, you shall remain liable to us for any errors, inaccuracies, breach of warranties and any other loss sustained by us or claim made against us with respect to the transaction. If, after we confirm the receipt of an image file, we determine that any check is a Prohibited Check, you agree that we may charge the amount of the check back to your Service Account. You agree that we will not be liable to you for any losses, costs, or fees as a result of the exercise of our chargeback rights. To ensure accuracy, you agree to balance the deposit dollar amount to the sum of the checks prior to transmitting a check image file. Check image files must be received by us no later than the cutoff time we specify. A check image file which is received after the cutoff shall be deemed to have been received on the next business day. We reserve the right to change the Service cutoff time at any time and from time to time in our discretion. If you have not followed our procedures or if errors exist in the data or the check images you have transmitted to us, we, in our sole discretion, may either reject the images or correct the errors and accept and process the images. As a means of correction, we may credit your Service Account for the full amount of the deposit and subsequently make any necessary adjustments to correct errors.

1.07 Contingency Plan. Because the Quick Deposit Service could be unavailable from time to time for various reasons, you should not rely on the Service as the sole means of depositing checks to your Service Account. In the event you wish to deposit any check to your Service Account and you are unable to transmit the image of the check to us through the Service or are unable to use the Service in compliance with the terms of this Agreement for any reason (including, without limitation, reasons related to communications, equipment or software outages, interruptions or failures), you acknowledge and agree that you are solely responsible for using alternative available means of depositing the check to your Service Account, and you agree that we shall have no liability to you in the event you are unable to use the Service for any reason. Such alternative means will be governed by the terms of the agreement governing your Service Account and not by the terms of the Quick Deposit Service. You assume the risk that we may not accept a check image that you attempt to transmit through the Service. We shall have no liability to you in the event we do not accept the transmission of a check image for any reason and you subsequently have difficulty negotiating or are unable to negotiate the check due to any endorsements you may have applied to the check in your attempt to use the Service.

1.08 Your Representations and Warranties to Us; Indemnification. Each time you use the Quick Deposit Service to transmit any check image to us, you represent and warrant to us that: (i) the check is not a Prohibited Check, (ii) you are entitled to enforce the check, (iii) all signatures on the check are authentic and authorized, (iv) the check is not a counterfeit item, (v) the check has not been altered, (vi) the check is not subject to a defense or claim in recoupment of any party that can be asserted against you, (vii) you have no knowledge of any insolvency proceeding commenced with

respect to you or the drawer of the check, (viii) the check, in the event of any dishonor or nonpayment by the drawee, is enforceable against both you and the drawer of the check, (ix) the check image transmitted by you to us contains an accurate representation of the front and the back of the check and otherwise complies with the requirements of the Service (including, but not limited to, any endorsement requirements), (x) you will neither create nor transmit through the Service any duplicate image of the check, nor will you deposit or otherwise negotiate the original check, (xi) no person or entity will be asked to make payment on the check more than once, (xii) neither we nor any subsequent transferees of the check or its image will sustain a loss as the result of the fact that an image of the check, instead of the original check, was accepted by us through the Service, presented for payment, or returned, (xiii) the image of the check contains no computer viruses or other harmful, intrusive, or invasive codes, (xiv) all information you have provided to us in connection with the Service and the transaction is true, accurate, and current, (xv) you are not a consumer and that you are using the Service for business purposes only, and (xvi) the transaction otherwise complies in all respects with your duties, obligations, and agreements under this Agreement. YOU AGREE TO INDEMNIFY US AND TO HOLD US HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, COSTS, SUITS, DAMAGES, CLAIMS, LIABILITIES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) ARISING FROM OR RELATED IN ANY WAY TO YOUR BREACH OF THE FOREGOING REPRESENTATIONS AND WARRANTIES, YOUR USE OF THE SERVICE, AND/OR OUR PROVISION OF THE SERVICE TO YOU. YOUR AGREEMENT TO INDEMNIFY US AND HOLD US HARMLESS WILL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON.

1.09 Funds Availability. You agree that check images transmitted using the Quick Deposit Service and the funds represented by the checks are not subject to the funds availability requirements of Reg CC. Subject to the requirements of applicable law or regulation, and subject to the terms of the deposit agreement governing your Service Account, funds from any check transmitted through the Quick Deposit Service will be available after final payment with respect to the check is made by the drawee of the check, and any credit of funds to your Service Account before that time is provisional; provided, however, that we reserve the right, in any event, to withhold or delay the availability of any funds for such time periods as we may determine in order to mitigate risk of error, fraud, or other loss to us. If we determine to withhold or delay the availability of funds, we may provide you notification of such determination, but we are not obligated to do so. You agree that we may provide such notification by any means or method to which you have agreed in connection with your Service Account or the Quick Deposit Service, including (without limitation) by electronic communication. We also reserve a right of chargeback to your Service Account in the event of any dishonor or nonpayment by the drawee institution, and we reserve the right to charge all applicable fees in the event of such dishonor or nonpayment and/or any resulting chargeback (including, but not limited to, returned deposit item fees and overdraft fees). In our discretion, we may charge back any returned item to your Service Account in the form of an electronic or paper reproduction of the original item or a substitute check, or by any other lawful means.

1.10 Transaction Authorization. By following our procedures for the transmission of check images through the Quick Deposit Service and otherwise furnishing information necessary to execute Service transactions, you authorize us to credit deposits to your Service Account as provided in the terms of this Agreement. Each time we accept a check image from you and credit a deposit to your Service Account you assign to us all of your right, title, and interest in and to the original check, with all available recourse against you (including, but not limited to, our right of chargeback to your Service Account in the event of dishonor or nonpayment by the drawee), notwithstanding any restrictive, qualified, or conditional endorsement (including, but not limited to, any "without

recourse” endorsement) you may apply to the check without direction or approval from us. Until such time as you dispose of the original check following the expiration of the Check Retention Period in accordance with the terms of this Agreement, you acknowledge and agree that you will retain custody of the original check in trust for us.

1.11 Disposal of Transmitted Checks. After you transmit any check image to us and receive confirmation from us that we have received the image, you agree to securely store the original check during the Check Retention Period. During the Check Retention Period, you agree to take appropriate measures to ensure that: (i) only authorized persons will have access to the check, (ii) the information contained on the check will not be improperly disclosed, and (iii) the check will not be duplicated, further scanned and transmitted through any remote deposit capture service, and/or deposited or negotiated in any form. You promptly shall destroy original checks upon the expiration of the Retention Period. During any time the original check or a copy or image thereof is available to you or in your possession, you agree to furnish it to us upon request. Upon our request at any time, and from time to time, you shall confirm to us in writing (i) the duration of the Retention Period that has been established by you and (ii) that you have destroyed all original checks with respect to which the Retention Period has expired.

1.12 Collection of Checks. You agree that we have the right to determine in our sole discretion the manner in which checks and images transmitted through the Quick Deposit Service are cleared, presented for payment and collected. We, in our sole discretion, may select clearing agents to collect and present check images, and our selection of clearing agents shall be binding on you as though you had directly appointed such agents. We shall not be liable for the negligence or other misconduct of any clearing agent. You agree to be bound by any agreements entered into by and between us and any clearing agents, and you agree to be bound by all laws, regulations, and clearing house and association rules that may apply to checks or images transmitted using the Service.

1.13 Transaction Limits. We may from time to time impose or change limits on your use of the Quick Deposit Capture Service, including (but not limited to) limits on the dollar amount and/or the number of checks you may transmit using the Service. We may accept or reject any transaction you attempt in excess of these limits in our discretion.

1.14 Errors. You agree to notify us immediately in the event you become aware of or suspect any errors in connection with your use of the Quick Deposit Service. You may notify us by calling us at the number provided in the “Errors or Questions” section of the Agreement, by calling our Treasury Management Services department during normal business hours, or by contacting us as provided in the agreement governing your Service Account. Also, the terms of your Service Account regarding your responsibility to timely review statements and to report errors and discrepancies remain in full force and effect and apply to transactions made through the Service. You agree to fully cooperate with us and to assist us, and to provide such records and documentation as we may request, in the investigation, correction, and resolution of any errors or problems related to your use of the Service.

1.15 Quick Deposit Scanner Equipment. You acknowledge and agree that we are neither the manufacturer of any Quick Deposit Scanner Equipment nor a merchant (as such term is defined in Article 2 of the Uniform Commercial Code) with respect to the sale of such Quick Deposit Scanner Equipment and that the sale of any Quick Deposit Scanner Equipment to you is incidental to the provision of the Quick Deposit Service by us to you. All Quick Deposit Scanner Equipment is sold and transferred to you “AS IS” and without any representation or warranty whatsoever, express or

implied, on our part, including (but not limited to) any warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. To the extent assignable, we hereby transfer and assigns to you, without any representation or warranty, express or implied, on our part, including (but not limited to) any representation that any manufacturer's warranty exists or is enforceable, all of our right, title, and interest in and to any manufacturer's warranty with respect to Quick Deposit Scanner Equipment purchased by you from us. We shall arrange for the delivery of Quick Deposit Scanner Equipment purchased from us to your place of business as soon as practicable. All risk of Quick Deposit Scanner Equipment loss, theft, damage, or destruction shall pass to you upon the tender of delivery of the Quick Deposit Scanner Equipment at your place of business. You agree to pay us any and all charges due to us for purchased Quick Deposit Scanner Equipment, and you authorize us to debit any accounts you maintain with us in the amount of any such charges due to us. In the event that any uncollected sales or use taxes shall be due in connection with the sale of any Quick Deposit Scanner Equipment to you by us, you agree to be responsible for such taxes and to remit the amount thereof to us or the appropriate taxing authority within three (3) business days after our demand. If you shall fail to timely remit the amount of such taxes, we may debit any accounts you maintain with us in the amount thereof.

1.16 Scanner Replacement Program. In the event of scanner malfunction or other scanner operational problems, you may contact our Treasury Management Services department during normal business hours for assistance and technical support. We, in our sole and absolute discretion, may from time to time maintain a program, or arrange for a Third Party Service provider to maintain a Scanner Replacement Program in which you may participate by entering into a service agreement with such Third Party Service provider, for the repair or replacement of defective or inoperable scanners and image capture devices used in connection with the Service. In the event you elect to participate in any such Scanner Replacement Program, you agree to pay any applicable fees and charges imposed in connection with the Scanner Replacement Program and otherwise to comply with the terms and conditions of the Scanner Replacement Program. Any applicable Scanner Replacement Program fees or charges due from you that are not timely paid, whether due to us or to any Third Party Service provider, may be charged against your Service Account. You acknowledge and agree that any Scanner Replacement Program is within our sole discretion, and we may implement, cancel, or amend the terms and conditions of any Scanner Replacement Program at any time and without notice to you. You may request information about any current Scanner Replacement Program from our Treasury Management Services department.

II. ACH Service in Regions Online Banking

2.01 Terms and Definitions. The following terms and definitions apply with respect to the ACH Service:

- “ACH” means automated clearing house.
- “Credit File” means an electronic file containing one or more credit Entries originated by you that is sent to us for processing in connection with the ACH Service.
- “Prefunding Date” means, with respect to any Credit File, our business day that is two (2) business days before your Effective Entry Date for the credit Entry or Entries contained in the Credit File.

- “Prefunding” means the procedure for processing credit Entries whereby we debit your Settlement Account for all credit Entries in a Credit File on the Prefunding Date.
- “Rules” means the Operating Rules of the National Automated Clearing House Association, as amended.
- “Settlement Account” means any eligible Service Account designated by you, and approved by us, for the execution and settlement of ACH Service transactions.

Capitalized terms used in the ACH Service terms and conditions and not otherwise defined shall have the meanings ascribed to them in the Rules.

2.02 General Description of Service. Subject to the terms and conditions of this Agreement, the ACH Service enables the origination, distribution, and processing of ACH transactions.

2.03 Customer Compliance. You acknowledge that you have a copy or have access to the Rules. The Rules may be purchased online at www.nacha.org under the publications tab. You agree to comply with and be subject to the Rules at all times in connection with your use of the ACH Service, and you acknowledge that the Rules and this Agreement govern the processing and execution of ACH Service transactions. You further agree to comply with all applicable federal and state laws and regulations governing transactions to be performed in connection with the ACH Service, as the same may from time to time be amended, including (without limitation) the Electronic Fund Transfer Act, Regulation E of the Consumer Financial Protection Bureau, Regulation J of the Board of Governors of the Federal Reserve System, and the anti-terrorism and anti-money laundering programs administered by the U.S. Treasury Department's Office of Foreign Asset Control. Any amendments to the Rules or to applicable laws or regulations that govern ACH Service transactions shall become effective as to this Agreement upon the effective date stipulated for such amendments by the authority promulgating such amendments. You agree that we have the right, but not an obligation, to audit your compliance with the Rules and the terms and conditions governing the use of the ACH Service. You agree to cooperate with us in our efforts to audit your compliance.

2.04 Originating Entries. You agree to follow any and all procedures, instructions, and guides for use of the ACH Service as we may require or provide from time to time. You acknowledge and agree that you are the Originator of all Entries you submit to us, and you further agree to comply with all of the obligations of an Originator under the Rules. You agree not to initiate any Entries for any person or entity as a third party sender or service provider. You will be assigned an Originator identification number which uniquely identifies you on our operating systems and within the ACH network. In all cases where the Rules call for the use of an Originator identification number in an ACH transaction, you agree to use the Originator identification number assigned to you by us. You may use the ACH Service to originate only credit Entries and other ACH transactions as we may allow. You may not use the Service to originate debit Entries. You agree to submit each Credit File in computer readable form in compliance with the formatting and other requirements of the Rules or as otherwise specified by us. Each Credit File must be submitted no later than the applicable cutoff time on the Prefunding Date. If you submit a Credit File after such time, funds may not be available for the Receiver on your Effective Entry Date. A Credit File will be deemed received by us when transmission of the Credit File through the ACH Service application is completed and we are satisfied that applicable Access Credentials have properly authenticated the transaction. If we receive a Credit File from you after any applicable deadline or cutoff time, we may, in our discretion and without

obligation, attempt to process that Credit File so that settlement can be completed in accordance with your Effective Entry Date. However, we will not be liable to you or to any third party if settlement is not completed or is not timely completed, or if we elect not to attempt to process the transaction. In accordance with the Rules, we hereby notify you and you acknowledge that with respect any credit Entry subject to Article 4A of the Uniform Commercial Code that is made to a non-consumer account (i) such Entry may be Transmitted through the ACH, (ii) credit given by the RDFI to the Receiver for the Entry is provisional until the RDFI has received final settlement through a Federal Reserve Bank or otherwise has received payment as provided in Section 4A-403(a) of the Uniform Commercial Code, and (iii) if the RDFI does not receive such payment for the Entry, the RDFI is entitled to a refund from the Receiver in the amount of the credit to the Receiver's account, and the Originator will not be considered to have paid the amount of the credit Entry to the Receiver. It is your responsibility to check the status of all initiated Entry batches in the ACH Service application to ensure they have received a submitted status for processing. Notwithstanding any Effective Entry Date you may designate with respect to any Entry, you acknowledge that the exchange of funds with respect to such Entry will be made on the Settlement Date according to the Rules. We are not responsible for batch initiation timeliness. You also agree to send all Entries to us in an "unbalanced file format". This means that you will not include any offset or balancing transactions in any of the Entries that you initiate. If you do not send Entries in an unbalanced file format, we may suspend processing and transmission of your Entries. You agree to retain data and records relating to any and all Entries originated by you for a period of six (6) years after the date each Entry is transmitted, and you agree to furnish a copy of such data and records to us promptly after our request therefor.

2.05 Rejection of Entries. You agree that we have no obligation to accept Entries, and we may reject any Entry submitted by you in our discretion. Without limiting our general right to reject any Entry, we may reject any Entry that does not comply with the requirements of this Agreement, that is not executed in accordance with applicable Access Credentials, that does not comply with applicable Prefunding requirements, or with respect to which we have reason to believe that you have breached one or more warranties, and we may reject any Entry for any other reason permitted under the Rules. We also may reject any Entry without liability to you if, in our reasonable judgment, processing the Entry would cause us to violate any applicable law or regulation. If we reject an Entry, we will use reasonable efforts to notify you through the ACH Service application the same day. In any case, we will notify you through the Service Application no later than your Effective Entry Date. We shall have no liability to you for rejection of an Entry or for failure to notify you of a rejection, and we shall not be liable to pay any interest to you even if the amount of the Entry is fully covered by a withdrawable credit balance in your Settlement Account or we have otherwise received full payment from you.

2.06 Amendment, Cancellation and Return of Entries. If you ask us to amend or cancel an Entry and your request is made in accordance with applicable Access Credentials, we will use reasonable efforts to comply with your request. However, we will not be liable to you if we are unable to cancel or amend the Entry prior its transmission to the ACH. You agree to indemnify us and to hold us harmless from and against any and all claims, demands, losses, liabilities and expenses, including reasonable attorneys' fees and costs, resulting from our compliance with any cancellation or amendment request that you submit. If any Entry is returned to us through the ACH, we will notify you through the ACH Service application no later than the next business day after we receive the returned Entry. We have no obligation to retransmit a returned Entry unless we are required to do so by the Rules. If the Rules do not require us to retransmit a returned Entry, you must retransmit the Entry to us through the ACH Service in order to attempt the transaction again.

2.07 Prefunding Requirements.

(a) *Sufficient Funds.* You acknowledge and agree that each credit Entry originated by you requires Prefunding and is subject to Prefunding procedures established from time to time by us. You agree to ensure that your Settlement Account has a sufficient available balance to pay in full all credit Entries contained in a Credit File on the Prefunding Date. We generally will process the Credit File on the Prefunding Date and determine on that day whether your Settlement Account contains sufficient funds to pay the amount of the credit Entries in the Credit File. Our Prefunding procedure is based on the opening available balance in your Settlement Account; however, in determining the sufficiency of the available balance in your Settlement Account, we may, but we shall not be obligated to, consider intraday transactions such as deposits or ACH credits. If your Settlement Account contains sufficient funds, then we will debit the Settlement Account in the amount of credit Entries in the Credit File and process the Credit File in accordance with our standard procedures for credit Entries. If your Settlement Account does not contain sufficient funds at the time we review the Settlement Account, then we will delete the Credit File from our operating system and no further attempt shall be made to process the Credit File. We will notify you through the Service application if we delete a Credit File due to your failure to satisfy Prefunding requirements.

(b) *Limit of Liability.* We shall not be liable to you or to any other party for claims of delayed receipt or non-receipt of payments where such delay or non-receipt arises from enforcement of Prefunding procedures. You agree to indemnify us and to hold us harmless from and against any and all legal actions, damages, and costs, including but not limited to late fees, fees charged by other banks, interest, legal fees, or penalties, including penalties imposed by the U.S. Government or any other governmental entity with respect to ACH tax payments, related to or arising out of any such delayed receipt or non-receipt of payments. We shall have no obligation to review your Settlement Account for sufficiency of funds more than once with respect to any Credit File in connection with Prefunding procedures, and we shall not be liable to you or to any other party if intraday deposits or credits are made to your Settlement Account after we have deleted any Credit File due to your failure to satisfy Prefunding requirements. You acknowledge that the Rules provide guidelines for the timeliness of submission of Entries relative to your Effective Entry Date and that your failure to follow such guidelines may result in our having insufficient time to perform the Prefunding procedures. In such case, you will be solely liable for any claims, losses, actions, or penalties arising from our rejection of your Entries.

2.08 Warranties. For each Entry you submit to us in connection with the ACH Service, you warrant to us that: (i) you are the Originator of such Entry, and you are not a third party service provider or a third party sender with respect to such Entry, (ii) you have obtained all authorizations from the Receiver which are required by the Rules and/or by applicable law or regulation and such authorizations remain valid and have not been revoked, (iii) if such authorizations are required to be in writing, you will retain all such authorizations for a period of six (6) years after their termination or revocation, or for such longer period as may be required by the Rules or applicable law, and you will provide a copy to us within five (5) days after our request therefor, (iv) such Entry is an Entry that is permitted by the terms of this Agreement and has been submitted with your authorization and in compliance with all terms of this Agreement, including compliance with applicable Access Credentials and Prefunding requirements, (v) such Entry is for an amount which, as of the Settlement Date, will be due and owing, has been specified to be paid, or is a correction of a previously transmitted erroneous Entry, (vi) such Entry conforms in all other respects to the Rules and applicable

law, and (vii) such Entry is solely for your business purposes and in no way constitutes a remittance of funds for your personal, family or household purposes. You further acknowledge and agree that you make to us each warranty that we make to each RDFI and ACH Operator under the Rules for the respective Standard Entry Class Codes for Entries originated by you. You agree to indemnify and defend us and to hold us harmless from and against any and all liability related to or arising out of your breach of the foregoing warranties, the Rules or any provision of this Agreement, and/or related to or arising out of any act or omission on your part or on the part of any person acting on your behalf. You further agree to indemnify and defend us and to hold us harmless from and against any and all losses we incur as the result of any Entry you submit to us.

2.09 Authorized and Unauthorized Entries. Any Entry (including any request for cancellation, amendment, or reversal of an Entry) or other communication delivered to us that purports to have been submitted or authorized by you in accordance with the Rules, the Access Credentials, and any other security procedures applicable to the ACH Service shall be effective and binding on you even if the Entry was not, in fact, authorized by you and notwithstanding any resolution, any dual or multiple signature requirement identified on any signature cards, or other documents relating to your affected Settlement Account that purport to limit authority over your Settlement Account, whether currently on file or submitted or modified in the future, provided that we have accepted the Entry in compliance with the Rules, the Access Credentials, and any other security procedures applicable to the ACH Service, reasonably believe it to have been submitted or authorized by you, and have acted in good faith. If any Entry received by us is, in fact, submitted or authorized by you (or any of your authorized representatives), it shall be effective as your Entry whether or not (i) we comply with the Rules, the Access Credentials, any other security procedures applicable to the ACH Service, and/or the provisions of this Agreement with respect to the Entry, (ii) the Entry is erroneous in any respect, (iii) any error could be detected by us, or (iv) any conditions for the processing, transmission or settlement of the Entry otherwise provided by the terms of this Agreement are satisfied. If you discover an erroneous or unauthorized Entry, you shall immediately notify us, as well as notify the affected Receiver(s), and shall confirm such notification in writing. Upon receiving such notice, we will use reasonable efforts on your behalf to correct the erroneous Entry in a manner consistent with the Rules, but we shall in no event be liable to you in the event that we are unable to correct the erroneous Entry. If you fail to notify us or the affected Receiver(s) of any erroneous Entry, you shall be liable for any losses we may incur. You agree that we have no obligation or duty to detect errors with respect to Entries submitted by you. However, if we detect an error with respect to an Entry delivered to us, we will exercise reasonable efforts to give you notice of such error, and you agree to furnish us with corrections in a format and in a medium prescribed by us. We reserve the right to suspend or cancel your ability to perform ACH Service transactions if we suspect any unauthorized or fraudulent transactions. You agree to take any reasonable actions requested by us to prevent unauthorized transactions or to correct errors.

2.10 Confirmation; Account Reconciliation. We will provide notice of all Entries affecting your Settlement Account on the periodic statement for such Settlement Account. If you use our information/balance reporting services, you also may receive notice through various mailed reports or through online applications. You are responsible for detecting and reporting to us any discrepancy between your records and the records we provide to you. Without limitation of any other rights, remedies, claims and defenses available to us, if you do not detect and notify us of such a discrepancy within the earlier of thirty (30) days after your receipt any mailed report or periodic statement that reflects the discrepancy or thirty (30) days after we make information reflecting the discrepancy available through online information/balance reporting services, then you will not be entitled to interest from us on any amount refundable to you. As part of the security procedures used

in connection with the ACH Service, you agree to use the online Service application to review all Service Entries to your Settlement Account daily and to report any unauthorized transaction to us prior to 1:00 p.m. CST/CDT of the business day the Entry is debited to your Settlement Account.

2.11 Use of Third Party Service Providers. You agree not to engage any third party service provider to initiate ACH Service transactions on your behalf without our prior written consent. Any third party service provider used by you in connection with the ACH Service will be considered your agent. All terms of this Agreement will apply to the actions or failure to act of any such third party service provider, and you will be legally bound by all acts and omissions of any such third party service provider. You agree to cause any such third party service provider to execute any agreements or other documentation we may require prior to permitting such third party to conduct any transactions on your behalf.

III. Regions Check InspectSM Service

3.01 Terms and Definitions. The following terms and definitions apply with respect to the Check Inspect Service:

- “Check Inspect DDA” means any eligible Service Account that has been enrolled for the Check Inspect Service.
- “Conforming Check” means, with respect to Standard Check Inspect, any check drawn on your Check Inspect DDA which is presented to us for payment and which bears an encoded check serial number and an encoded amount which match the description of an outstanding item in your Issue File.
- “Issue File” means, with respect to Standard Check Inspect, a list submitted by you to us, as updated from time to time in accordance with our rules and guidelines, in an electronic readable format prescribed by us, of your duly issued checks drawn on your Check Inspect DDA, describing each check by its serial number and amount.
- “Non-Conforming Check” means, with respect to Standard Check Inspect, any check drawn on your Check Inspect DDA which is presented to us for payment and which does not bear all information required for a Conforming Check.
- “Reverse Check Inspect” means generally the Check Inspect Service whereby we report to you a list of checks drawn on your Check Inspect DDA that have been presented for payment and you provide instructions to us as to the payment or non-payment of such checks as more particularly described below
- “Standard Check Inspect” means generally the Check Inspect Service whereby you provide an Issue File to us, we report Non-Conforming Checks to you, and you provide instructions to us as to the payment or non-payment of such Non-Conforming Checks as more particularly described below.

- “Teller Check Inspect” means a feature of Standard Check Inspect whereby checks presented for payment over-the-counter at our banking offices may be identified as Conforming Checks or Non-Conforming Checks.

3.02 General Description of Service. Subject to the terms and conditions of this Agreement, the Check Inspect Service enables the exchange of information between you and us in order to authorize and/or confirm the payment or non-payment and return of checks presented for payment against your Check Inspect DDA. The Service is not designed to detect or prevent fraud due to paperless entries (for example ACH transactions, wire transfers and other electronic fund transfers) to your Check Inspect DDA. The Check Inspect Service does not replace our standard check processing procedures that may otherwise apply, which procedures may cause a check to be dishonored even if your instructions do not otherwise require us to return such check (for example, if your Check Inspect DDA does not have sufficient funds to pay the check).

3.03 Standard Check Inspect.

(a) Submission of Issue File. You agree to submit each Issue File, or update thereto, through the Check Inspect Service application prior to disbursing the checks included in such Issue File to payees. In the event that you are unable to generate the Issue File, you are responsible for notifying us. Issue Files must be received by 7:30 a.m. CST/CDT on the date of check disbursement in order to be loaded onto and available for Teller Check Inspect. Any Conforming Check presented to us for payment shall be deemed properly payable with respect to your signature and the amount of the check, and we shall be under no obligation to verify your signature or the absence of any alterations thereon.

(b) Non-Conforming Checks. In the event any Non-Conforming Check is presented to us for payment (other than presentment over-the-counter at our banking offices), we will notify you through the Check Inspect Service application by 12:00 noon CST/CDT on our next business day following posting of the Non-Conforming Check. In the event of a systems or communications failure, we may notify you by telephone. You agree to provide instructions through the Check Inspect Service application either to pay or not to pay each Non-Conforming Check identified in our notification to you no later than 2:00 p.m. CST/CDT on the day of our notification. Absent any contrary timely instruction from you, and subject to any default payment or non-payment elections previously made by you, we will pay the Non-Conforming Check(s). Any Non-Conforming Check paid by us pursuant to a default election by you for the payment of Non-Conforming Checks or as a result of your failure to timely instruct us not to pay the Non-Conforming Check will be deemed properly payable and approved for payment by you. You authorize us to pay any such Non-Conforming Check, and you covenant and agree that you will not object to our payment of any such Non-Conforming Check or claim that such payment was not authorized by you. You further specifically waive any right that you may have against us for the payment of any such Non-Conforming Check, even if the Non-Conforming Check was not authorized by you and notwithstanding any other claims you might have had, if not for this waiver, that the Non-Conforming Check was not properly payable. Each paid Non-Conforming Check that was not included in your Issue File will be subject to a paid-no-issue fee. If a Non-Conforming Check is presented for payment over-the-counter at one of our banking offices, we will not honor the Non-Conforming Check and the transaction will be terminated. Non-Conforming Checks presented over-the-counter at our banking offices are not subject to the foregoing notification and payment decision procedures.

(c) Stop Payments. If you wish to stop payment on a check included in an Issue File, you must deliver a stop payment order to us by telephone, through the Check Inspect Service application, or in writing prior to the presentment of the check and so as to afford us a reasonable opportunity to act on the stop payment order. You should cancel or void a check within an Issue File only if the check has not been disbursed. The Service system will not recognize cancelled or voided checks within an Issue File as instructions to stop payment on those checks. If a stop payment order is placed after a check has been memo posted to our system, the stop payment will not be executed. Stop payment orders are further subject to the terms and conditions of the deposit agreement governing your Check Inspect DDA and the terms and conditions of any stop payment documentation we require in connection with the implementation of a stop payment order.

3.04 Reverse Check Inspect. If you have enrolled your Check Inspect DDA for the Reverse Check Inspect Service, each business day we will provide to you through the Check Inspect Service application a report listing the serial numbers and amounts of all checks drawn on your Check Inspect DDA that were presented to us for payment on the previous business day. In the event you wish for us not to pay any check listed in the report, you must notify us via email or through the Check Inspect Service application by 2:00 p.m. CST/CDT on the day of our report to you with instructions to return and not to pay that check. Any check as to which you do not timely and properly provide non-payment instructions will be deemed properly payable and approved for payment by you. You authorize us to pay any check that you do not timely tell us to return, and you covenant and agree that you will not object to our payment of any such check or claim that such payment was not authorized by you. You further specifically waive any right that you may have against us for the payment of any such check, even if the check was not authorized by you and notwithstanding any other claims you might have had, if not for this waiver, that the check was not properly payable. Reverse Check Inspect does not protect against fraudulent checks that are cashed at a banking office, and if you wish to mitigate that risk you should enroll your Check Inspect DDA for Standard Check Inspect. If you enroll for Reverse Check Inspect in lieu of Standard Check Inspect, you accept all risk of loss associated with our payment of fraudulent items presented for payment over-the-counter at our banking offices, except as may be attributable to our lack of good faith or gross negligence.

3.05 Standards and Specifications. You shall be responsible for ensuring that all checks and Issue Files issued by you in connection with the Check Inspect Service meet our quality standards and specifications. Without liability to any party, and without limiting any other right or remedy available to us, we shall be entitled to terminate or suspend the Service, in whole or in part, in our sole and absolute discretion and with or without notice to you, if the quality of your checks, including (but not limited to) the quality of the magnetically encoded characters on the face of each check, or the quality of the Issue File do not meet our standards and specifications, if the checks otherwise cannot be processed on our equipment, if you shall otherwise fail to properly perform your duties, obligations, and responsibilities in connection with the Service, or if any of your acts or omissions impair our ability to provide or prevent us from providing the Service.

3.06 Ordinary Due Diligence. The types of check exceptions and discrepancies identified using the Check Inspect Service are strictly limited to those expressly described herein, according to the Service features you have elected and for which you have enrolled. Nothing herein shall be construed as relieving you of your ordinary due diligence responsibilities regarding the examination of account statements and individual checks to detect exceptions outside the scope of the Service

provided to you hereunder (including, but not limited to, alteration of payee information). We shall not be liable for any loss arising from your failure to exercise due diligence.

3.07 Dishonor. You agree to accept liability to any party and to indemnify us and hold us harmless from and against any and all damages, losses, fines, fees, taxes, legal expenses, and/or actions at law related to or arising from the return or dishonor of any check if such return or dishonor resulted from the correct application of your instructions in connection with the Check Inspect Service. We shall not be liable to you or to any other party if we refuse to pay suspect items presented for payment over-the-counter at our banking offices. If for any reason the Teller Check Inspect Service is suspended and checks presented for payment over-the-counter at our banking offices are paid, you agree that we will not be liable to you for paying any fraudulent item or other item that is not properly payable during the suspension of the Teller Check Inspect Service. You acknowledge that notwithstanding the return of any check by us in accordance with your instructions in connection with the Check Inspect Service, you may remain subject to claims for payment by the payee of the check or by a holder in due course of the check.

3.08 Ordinary Care. You agree that if we act in accordance with the terms, conditions and procedures of the Check Inspect Service in paying or returning checks, we will be deemed to have exercised ordinary care. Any check that is paid in accordance with the terms of the Check Inspect Service shall be considered properly payable under the Uniform Commercial Code, and you agree that we shall have no liability to you for paying items in accordance with the Service. Our liability to you with respect to any check erroneously paid by us in breach of the terms of the Check Inspect Service shall be limited to the lesser of the amount of the wrongfully paid check or your actual damages resulting from our payment of the check. We reserve the right to assert the defense that you have sustained no actual damages because our payment of the check discharged for value an indebtedness owed by you. Nothing herein shall constitute a waiver or limitation of our rights under the Uniform Commercial Code or under the deposit agreement governing your Service Account. Our liability for wrongful dishonor of a check presented to us for payment shall be limited to the damages for wrongful dishonor recoverable under Articles 3 and 4 of the Uniform Commercial Code; provided, however, that we shall have no liability to you for wrongful dishonor when we, acting in good faith, return a presented check because we reasonably believed that it was not properly payable or because we were required to do so by legal process served on us or by the instructions of regulatory or government authorities or courts.

IV. People and PermissionsSM Service

4.01 Terms and Definitions. The following terms and definitions apply with respect to the People and Permissions Service:

- “Primary Administrator” means any individual who is authorized and empowered to use the Service to grant, revoke, administer, and control the scope and extent of authority and permission of each other Authorized User. Only named authorized signers on the Service Account that is your primary checking account, according to our records, may be Primary Administrators.
- “Secondary Administrator” means any Authorized User who is authorized and empowered by the Primary Administrator to use the Service to grant, revoke, administer, and control the scope and extent of authority and permission of other Authorized Users (not including the Primary Administrator).

4.02 General Description of Service. Subject to the terms and conditions of this Agreement, the People and Permissions Service enables you to authorize and revoke authority for Authorized Users, to provide Authorized Users with separate Access Credentials, and to establish the scope of authority for Authorized Users with respect to the Services and the Service Accounts they may access in connection with use of the Services.

4.03 Granting Authority to Authorized Users. The Primary Administrator and the Secondary Administrator, as the case may be, are solely responsible for determining and setting through the People and Permissions Service the level and scope of authority and permission to be granted to each Authorized User. Without limiting or diminishing any other term or provision of this Agreement (including, without limitation, any term or provision whereby you accept responsibility for transactions), you acknowledge and agree that you shall be bound by any and all transactions and activity initiated by each Authorized User that are within scope of permission and authority that the Primary Administrator or Secondary Administrator has granted to that Authorized User. The Primary Administrator or Secondary Administrator, as the case may be, is solely responsible for timely revoking or limiting the scope of authority and permission for each Authorized User as appropriate in their respective judgment and discretion. You acknowledge and agree that each Authorized User shall have and continue have to such authority as the Primary Administrator or Secondary Administrator, as the case may be, has granted to such Authorized User through the People and Permissions Service until the Primary Administrator or Secondary Administrator limits or revokes such authority through the Service. We shall have a reasonable opportunity and period of time to act upon any such revocation or limitation of an Authorized User's authority or permission. No grant, revocation, or limitation of any authority of an Authorized User through the Service shall affect the authority that individual may have in fact or be deemed to have pursuant to the law of agency or pursuant to the terms of other agreements between you and us.

V. Wire Transfer Service in Regions Online Banking

5.01 Terms and Definitions. The following terms and definitions apply with respect to the Wire Transfer Service:

- “Wire Order” means your instruction to us, transmitted through the Wire Transfer Service application, to pay, or to cause another bank to pay, a fixed or determinable amount of money to a beneficiary. A Wire Order is a "Payment Order" as that term is defined in Article 4A of the Uniform Commercial Code.
- “Designated Account” means the eligible Service Account designated by you that will be debited (or credited as the case may be) in connection with a Wire Order.

Other terms used in connection with the Wire Transfer Service shall have the meanings ascribed to them by Article 4A of the Uniform Commercial Code.

5.02 General Description of Service. Subject to the terms and conditions of this Agreement, the Wire Transfer Service enables you to initiate outgoing domestic or international transfers of funds via wire transfer or such other funds transfer systems as we may utilize in our discretion in the execution of Service transactions.

5.03 Initiation of Wire Orders. You agree to follow the applicable Wire Transfer Service instructional material we provide in order to schedule and initiate Wire Orders. You authorize us to

execute or accept any Wire Order that we receive from you through the Service in accordance with applicable Access Credentials, but you agree that we are not obligated to execute or accept any particular Wire Order. You may schedule Wire Orders (including future-dated Wire Orders) for execution only on days that are our business days. You must schedule, and we must receive, any Wire Order before the applicable business day cutoff time in order for the Wire Order to be accepted and executed on the same business day. We may execute or accept Wire Orders that we receive from you and those that we receive from other customers in any order that we select. You agree that we may execute or accept a Wire Order on the business day on which we receive that Wire Order, regardless of any instructions you may have given us to the contrary.

5.04 Cancellation or Amendment of Wire Orders. You may request us to cancel or change any Wire Order that we have not begun processing by following the instructions within the Wire Transfer Service application; provided, that you may not cancel or change any Wire Order that is “pre-advised” (meaning that you instructed us to advise a third party of the Wire Order with a future value date) or that is otherwise irrevocable under applicable law. In any event, we must receive a Wire Order cancellation or change request at a time and in a manner that afford us a reasonable opportunity to act on the request before we execute or accept the Wire Order. Cancellation and change requests must be submitted in accordance with applicable Access Credentials and are subject to applicable cutoff times. You do not have any right to amend or cancel a Wire Order once we have executed or accepted it. Although we are under no obligation to do so, we may, solely as an accommodation to you, attempt to cancel or amend an executed Wire Order by sending a reversal request or amendment through the funds transfer system. In such case, you represent and warrant to us either (i) that the Wire Order was unauthorized or (ii) that because of a mistake in connection with the Wire Order, a Wire Order was issued (x) that is a duplicate of a Wire Order that you previously issued, (y) that orders payment to a beneficiary not entitled to receive the payment from you, or (z) that orders payment in an amount greater than the amount the beneficiary is entitled to receive from you. If we attempt to cancel or amend a Wire Order as described above, the reversal request or amendment must be agreed to by each financial institution to which a payment order related to your Wire Order was sent before such reversal request or amendment will be acted upon, and we will have no liability if a cancellation or amendment is not effected. You agree to indemnify and hold us harmless from and against any and all claims, demands, losses, costs, damages, fees, expenses and other liabilities (including, without limitation, attorneys’ fees and the costs of litigation, arbitration or other dispute resolution) resulting from, as a consequence of, or in any manner connected with your request to cancel or amend a Wire Order and, upon our request, you will provide us with a separate indemnity agreement and bond in the form and amount that we request.

5.05 Rejection of Wire Orders. You acknowledge and agree that we have no obligation to execute or accept any Wire Order from you, and we have the right to reject any Wire Order that we receive for any reason. You agree that we have no duty to notify you that we have rejected a Wire Order or that a Wire Order is not accepted. However, if we reject or fail to execute a Wire Order, we may attempt to notify you through the Wire Transfer Service application. Any notice that we give you is effective when we post it in the Service application. If we fail to give you notice of a rejection or failure to execute a Wire Order, we will not be liable to you for damages or interest for failing or refusing to honor the Wire Order even if you have paid us for, or there were sufficient available funds in your Designated Account to pay for, the Wire Order in question.

5.06 Identifying Numbers. You are solely responsible for correctly identifying the parties in a Wire Order, including the intermediary bank (if you designate one), the beneficiary and the beneficiary’s bank. You must identify all of these parties by number, name and address. You

acknowledge that, in executing a Wire Order, we may rely exclusively on the identifying number for any bank or beneficiary's account contained in the Wire Order. If a Wire Order identifies any bank or the beneficiary by both a name and an identifying (or bank account) number and the name and number identify different persons, execution, or acceptance of the Wire Order, payment to the beneficiary, and/or cancellation or amendment of the Wire Order may be made solely on the basis of the identifying number. You are responsible for any losses relating to any such inconsistency.

5.07 Right of Call-Back. We reserve the right to contact you telephonically, in our sole and absolute discretion and without any obligation to do so, to confirm to our reasonable satisfaction the authorization for any Wire Order that you submit through the Wire Transfer Service, even if doing so delays the execution of the Wire Order. If we are unable to confirm authorization of the Wire Order through telephonic communication with you, we may, in our discretion, suspend execution of the Wire Order or we may execute the Wire Order if it otherwise has been submitted in accordance with applicable Access Credentials. We shall have no liability to you in the event that we delay or suspend the execution of any Wire Order as the result of our election to confirm authorization therefor by contacting you telephonically. No failure on our part to telephonically contact you to confirm authorization for any Wire Order shall relieve you of your liability for the amount of such Wire Order if it is executed in accordance with the terms and provisions of this Agreement.

5.08 Funds Transfer Systems. We may use any funds transfer system and any intermediary banks that we select in our discretion to execute any Wire Order without giving you prior notification. Each funds transfer system may be governed by its own operating rules and regulations, including but not limited to, Regulation J of the Board of Governors of the Federal Reserve System with regard to FEDWIRE. Wire Orders, as well as cancellations or amendments thereof, sent through a funds transfer system are subject to that system's rules and regulations, including all interbank compensation rules governing the settlement of claims for compensation or adjustments of errors between member banks. You agree to be bound by any and all applicable rules then in effect governing the use of any system through which the funds may be transmitted. Each funds transfer and/or communication system that we select in executing a Wire Order will be considered to have been selected by you and is your agent.

5.09 You as Beneficiary. If you are the beneficiary of a payment order, other than a payment order executed through FEDWIRE, any credit we give you is provisional until we receive final payment. If we do not receive final settlement for any payment made to you by us, you acknowledge and agree that you are obligated to us for the amount of the payment order and we are authorized to charge any account you maintain with us for any amount paid to you. If we credit your account for a funds transfer naming you as beneficiary, such credit entry to your account is not acceptance of the funds transfer by us until one hour after the opening of business on the business day after the credit entry is made to the account even if we have notified you that we have made such credit entry to your account. Notwithstanding the foregoing, we may make the funds available to you at an earlier time at our option. Unless otherwise agreed in writing between you and us, we have no obligation to notify you of receipt of a funds transfer naming you as beneficiary even if payment for the funds transfer to you is made by credit to your account or the payment order directs payment to an account. If we do agree in writing to notify you of funds transfers naming you as beneficiary, we will use reasonable efforts to provide you with such notice, but will have no liability for failure to notify you or for incorrect or untimely notification. Demand by you for payment of a payment order which we are obligated to pay you must be made in writing and delivered to us.

5.10 Debits and Overdrafts. Neither any term nor provision of this Agreement nor any course of dealing between you and us constitutes a commitment on our part to lend you money or

obligates us to extend any credit to you or otherwise advance funds to you to pay for any Wire Order. As a result, you agree that we have no duty to execute any Wire Order that exceeds the amount of the available funds contained in your Designated Account. If you send us more than one Wire Order for a Designated Account at or about the same time and the Designated Account does not contain enough available funds to cover all of such Wire Orders, we may execute the Wire Orders in any order we select, even if the order we select results in fewer Wire Orders being executed than a different order. If we elect, in our sole discretion, to execute or accept one or more Wire Orders that exceed the balance of available funds in the Designated Account, we may debit the Designated Account for the amount of all Wire Orders that we execute or accept, even if the debit creates or increases an overdraft in the Designated Account. In that event, you agree to deposit sufficient available funds to cover the overdraft into the Designated Account by the close of that business day. Any overdraft existing at the close of a business day is immediately due and payable without notice or demand, together with interest at the rate provided in this Agreement. In addition, if you submit any Wire Order that exceeds the available balance in the Designated Account, you agree to pay any applicable insufficient fund fees we may impose, whether or not we execute or accept the Wire Order. You acknowledge and agree that we shall have the right to charge other accounts maintained by you with us if we accept or execute a Wire Order and the Designated Account does not have sufficient available balance to settle for the Wire Order.

5.11 Recovery from Beneficiaries. In the event that we are entitled under the law governing mistake and restitution to recover from any beneficiary all or any part of a funds transfer made to such beneficiary in connection with the Wire Transfer Service, you shall upon our request, but without expense to us, testify in any legal proceedings and otherwise take any action necessary to assist or enable us to recover from such beneficiary.

5.12 International Wire Orders. Subject to the terms and conditions of this Agreement, and subject to any Wire Transfer Service instructional material we provide, you may use the Service to make funds transfers denominated in U.S. dollars to beneficiaries located outside of the United States. Such fund transfers may be finally paid to the beneficiary either in the foreign currency of the country to which the funds are transferred, in U.S. dollars, or in other currency, according to our policies and procedures, the policies and procedures of the beneficiary's bank, and/or the policies and procedures of any intermediary banks participating in the transaction, subject to applicable exchange rates. You specifically agree that we may, in our discretion, prior to or upon execution of any international Wire Order submitted by you, convert the U.S. dollar amount to the currency of the destination country at our exchange rate in effect at the time of conversion. It is your responsibility to advise your beneficiary of the possibility and effect of currency conversions in the course of the execution of any payment order. If we make any refund of an international Wire Order to you, we will make such refund in the U.S. dollar amount of the transaction. You bear all risk of loss due to fluctuations in the rate of currency exchange. You represent and warrant with respect to each international Wire Order you submit to us that such Wire Order is solely for your business purposes and in no way constitutes a remittance of funds for your personal, family or household purposes.

VI. Mobile Services.

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6.01 Mobile Services. We may enable certain Services described in this addendum to be used or accessed with a Wireless Device ("Mobile Services"). You agree to observe and comply with the terms of any and all instructional materials we furnish or make available in connection with Mobile Services and otherwise to use Mobile Services in accordance with our terms, conditions, and instructions. You represent and warrant to us that all information you provide to us in connection with

using any Mobile Service is accurate, current, and complete and that you have the right to provide such information to us for the purpose of using the Mobile Service. We may change, upgrade, or modify the scope of Mobile Services from time to time, and we reserve the right to cancel or discontinue any Mobile Service at any time. We will not be liable to you for any losses caused by your failure properly to use any Mobile Service or Wireless Device. We reserve the right to refuse to execute any transaction requested through any Mobile Service. We will not be liable to you in the event that Mobile Services are not be accessible or have limited utility over certain mobile networks.

6.02 Service Terms Apply. You acknowledge and agree that you remain subject to the terms and conditions of any Service that you use or access as a Mobile Service, unless otherwise expressly provided in this Agreement or in the terms of the Mobile Service. You also acknowledge that any agreement you may have with any third party service provider, including your mobile service carrier or provider, also may remain in effect and provide for fees, limitations, or restrictions that might impact your use of Mobile Services. You agree that we are not liable to you for such fees, limitations, and restrictions. Your mobile service carrier or provider is solely responsible for its products and services, and you agree to resolve any problems with you carrier or provider directly with such carrier or provider without involving us.

6.03 Impermissible Use. You agree not to use any Mobile Service or the content or information delivered through such Mobile Service in any way that would (i) infringe any copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, (ii) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Mobile Service to impersonate another person or entity, (iii) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising), (iv) be false, misleading or inaccurate, (v) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers, (vi) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing, (vii) potentially be perceived as illegal, offensive or objectionable, (viii) interfere with or disrupt computer networks connected to the Mobile Service, (ix) interfere with or disrupt the use of the Mobile Service by any other user, or (x) result in unauthorized entry or access to the computer systems of others.

6.04 Loss of Data. Neither we nor our service providers shall be liable to you for any loss of data, personalization settings, or other Mobile Service interruptions that result from technical malfunctions or difficulties. Neither we nor our service providers assume responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of any Mobile Service or for the operation, security, functionality or availability of any Wireless Device or mobile network which you utilize to access Mobile Services.

6.05 Accuracy of Information. Information obtained through Mobile Services reflects the most recent information available through Mobile Services and may not be accurate or current. You agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon. Certain Service features, functions, and services may not be available when accessing or using the Service as a Mobile Service.

6.06 Configuration of Wireless Device. Mobile Services may not be available through all mobile service providers and carriers, and some mobile phones and other wireless devices may not be

supported as Wireless Devices in connection with Mobile Services. You are responsible for utilizing currently supported mobile service providers, carriers, and Wireless Devices, for ensuring that you satisfy all technical requirements for using Mobile Services, and for ensuring that Wireless Devices operate and are configured as directed by us for the use of Mobile Services. You acknowledge and agree that we may, in our discretion, use the GPS or geolocation functions on your Wireless Device to obtain geolocation information for fraud prevention and security purposes and to ensure compliance with the terms of this Agreement.

6.07 Violation of Terms. Without limiting any of your other obligations to us under this Agreement, you agree to indemnify and hold us, our affiliates, and our service providers harmless from and against any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your use of Mobile Services, your violation of any of the terms of any Mobile Service, or your infringement of any intellectual property or other right of any party.