Terms and Conditions for Foreign Exchange

(rev. 06/2025)

The Bank offers to its customers foreign exchange services consisting of the purchase from or sale to the Bank of Foreign Exchange Contracts and related transfers of funds.

By executing and delivering to the Bank the Foreign Exchange Authorization (the "Authorization"), the Customer agrees to obtain Foreign Exchange Trading services (collectively, the "Service") from the Bank in accordance with these *Terms and Conditions for Foreign Exchange*, as they may be amended from time to time (these or the "Terms and Conditions"), any online foreign exchange trading and license agreements, any risk disclosure statement or notice, and the Authorization (all of which, together, constitute the "Agreement"). The Customer further agrees that the Agreement governs the provision of Service by the Bank to the Customer and shall govern all dealings between the Bank and the Customer with respect to such Service. If there is in effect an ISDA (International Swaps and Derivatives Association, Inc.) Master Agreement between the Bank and the Customer (the "ISDA Master Agreement"), all Foreign Exchange Contracts effected pursuant to these Terms and Conditions shall remain subject to all terms, conditions, and requirements of such ISDA Master Agreement applicable to such Foreign Exchange Contracts and to the obligations of the parties thereunder, including, without limitation, provisions relating to defaults and netting thereunder and termination thereof. In the event of any inconsistency between any of the following documents, the documents will have the following order of precedence: (i) a Confirmation; (ii) the Schedule to the ISDA Master Agreement (the "Schedule"); (iii) the ISDA Master Agreement; and (iv) this Agreement; provided, however, that the following provisions contained in this Agreement shall supersede any language to the contrary found in any other provision in the Schedule and the ISDA Master Agreement: Trading Authorization, Fees and Charges Payable, Risk of Loss, Indemnity, Settlement Date and Rollovers, Electronic Records and Signatures, Online Foreign Exchange Trading, Third Party Financial Information, One Click Trading, Service Materials, Equipment Requirements, Security Procedures for Service Activity, Physical and Electronic Security, Governmental and Interbanking System Rules, Bank's Responsibility, Notices and Communications, and Arbitration of Disputes and Waiver of Jury Trial. These Terms and Conditions supersede and replace all prior versions and editions of the Terms and Conditions as of the effective date set forth above.

Definitions. As used in these Terms and Conditions:

"Agent" means any person designated in the Authorization to act on behalf of the Customer as an Authorized Agent, Confirming Agent, Security Agent, or Executing Agent, as the context requires.

"Amendment" means written notice to change a term of the Authorization between the Bank and the Customer drafted by the Bank or drafted on the Customer's letterhead by the Customer, signed by either the Executing Agent or the Security Agent. Any Amendment to the Authorization delivered to the Bank via electronic mail must be delivered via electronic mail from the e-mail address of the Executing Agent or Security Agent. By delivering the Amendment to the Bank, the Customer authorizes the Bank, at the Bank's option, to accept and rely upon the Amendment. For avoidance of doubt, any Subsidiary Addendum executed after the date of the Authorization shall be deemed an Amendment hereunder.

"Bank," means Regions Bank and its service providers, independent contractors, designees or assignees that Bank may, in its sole discretion, involve in the provision of the Services.

"Business Day" means any day upon which banks in Birmingham, Alabama and banks in the country of the relevant Foreign Currency are open for full-service banking functions, excluding Saturdays, Sundays and holidays on which banks in Birmingham, Alabama or in the country of the relevant Foreign Currency are required or permitted to be closed.

"Customer" means the customer of the Bank, whether a natural person or entity, that has signed the Foreign Exchange Authorization and is bound by these Terms and Conditions.

"Executing Agent" means the person who executes the Authorization on behalf of the Customer.

"Foreign Currency" means the lawful currency of any country other than the United States of America.

"Foreign Exchange Authorization" or "Authorization" means any enrollment or informational document or form required or approved by the Bank that is completed, submitted, or executed by or on behalf of the Customer and

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that requests the Bank to provide any Service, provides specifications relating to the provision of Service, or provides other information or confirmation relating to the Customer's use of any Service, as amended from time to time.

"Insolvency Proceeding" means a case or proceeding seeking a judgment of or arrangement for insolvency, bankruptcy, composition, rehabilitation, reorganization, administration, winding-up, liquidation or other similar relief with respect to the Customer or its debts or assets, or seeking the appointment of a trustee, receiver, liquidator, conservator, administrator, custodian or other similar official (each, a "Custodian") of the Customer or any substantial part of its assets, under any bankruptcy, insolvency or other similar law or any banking, insurance or similar law governing the operation of the Customer.

"Security Agent" means the person designated in the Authorization to receive and distribute Security Devices, communicate with the Bank about Security Procedures, and to have the authority to amend the Authorized Agents and Confirming Agents. In the event the Security Agent is no longer able to fulfill its duties in this Authorization and Terms and Conditions, the Executing Agent shall name a new Security Agent. If no Security Agent is named, the Executing Agent shall be the Security Agent.

"Security Device" means, without limitation, any code, password, personal identification number, user identification technology, token, certificate, or other element, means, or method of authentication or identification used in connection with a Security Procedure.

"Security Procedure" means any process or procedure established between the Customer and the Bank for the purpose of verifying that communications, orders, instructions, or inquiries regarding a Service transaction or other Service activity are those of the Customer, and/or for the purpose of authenticating the Customer or its Agents in connection with the Customer's use of the Service, and/or for the purpose of authorizing transactions and other activity through the use of the Service, which process or procedure may or may not involve the use of a Security Device, as set forth in any applicable Authorization or User Guide.

"Service Materials" means, without limitation, any and all equipment, hardware, software, computer programs (together with the object and source codes therefore, and any updates, upgrades, fixes, and enhancements thereto), operational manuals, documentation, User Guides, instructions, records, files, systems, marks, visual expressions, screen formats, report formats, designs, inventions, processes, improvements and enhancements to inventions and processes, ideas, methods, algorithms, concepts, formulae, Security Devices, technological and procedural information, data, any of the foregoing specially customized, created or developed for the Customer's use of the Service, and/or any other thing of a proprietary nature which is developed, created, or provided by the Bank or its contractors, as applicable, for use in connection with any Service, including RegionsFX Online, together with all adaptations or derivative works (as such term is used in U.S. copyright laws) based upon any of the foregoing and all copies of the foregoing.

"Settlement Date" means the Business Day specified for delivery of the currencies bought and sold under a Contract.

"SIFMA Business Day" means any day that is not (i) a Saturday, (ii) a Sunday, or (iii) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"SOFR" means a rate per annum equal to the secured overnight financing rate published by the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate) (the "Administrator") on the website of the Federal Reserve Bank of New York, currently at http://www.newyorkfed.org (or any successor source for the secured overnight financing rate identified by the administrator of the secured overnight financing rate from time to time) with the rate in respect of any given day being the rate published by the Administrator the following SIFMA Business Day, subject to any corrections published by the Administrator.

"Specified Indebtedness" means any obligation (whether present or future, contingent or otherwise, as principal or surety or otherwise) in respect of borrowed money, other than in respect of deposits received.

"Specified Transaction" means any transaction (including an agreement with respect thereto) between one party to the Agreement and the other party to the Agreement which is a rate swap transaction, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity linked swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transaction (including any option with respect to any of these transactions) or any combination of any of the foregoing.

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“Subsidiary Addendum” means the Foreign Exchange Authorization Subsidiary Addendum submitted by the Customer and the named subsidiaries as a supplement to the Authorization and the Terms and Conditions. By executing and delivering the Subsidiary Addendum, the Customer agrees that the Subsidiary Addendum becomes part of the Authorization and the Terms and Conditions and all Agents named in the Authorization have the authority to act in their capacities as outlined in the Authorization, the Terms and Conditions, and the Subsidiary Addendum on behalf of the named Subsidiaries.

“User Guide” means any instructional materials or information relating to the use of any Service and provided by the Bank in connection with such Service, as amended from time to time.

Capitalized terms not otherwise defined in these Terms and Conditions shall have the meaning ascribed to those terms in the Authorization.

Trading Authorization. The Bank is authorized to purchase and sell Foreign Exchange Contracts for the Customer’s account in accordance with electronic instructions provided by the Customer through the Bank’s online trading system (“RegionsFX Online”) or other oral or written instructions received by the Bank from the Customer or the Customer’s Agent. The Customer waives any defense that such instructions were not in writing. The Customer agrees the Bank may rely and act upon any instructions (whether electronic, oral, written or otherwise) which appear to the Bank, in its sole judgment, to be given by an Agent and to consider such instructions with like force and effect as written orders made by an Agent. The Customer further agrees the Bank will have no responsibility for further inquiry into the apparent authority of an Agent or the validity of the instructions and no liability for any actions taken or not taken by the Bank in reliance on any such instructions (whether such instructions are unauthorized, improper, or fraudulent) or on the apparent authority of any such persons. To the fullest extent permitted by law, and except as otherwise expressly provided by the terms of this Agreement (and only to the extent so provided), the Customer agrees that it assumes and bears all risk as to unauthorized transactions, activity, and inquiries effected through the Service, and the Customer agrees that the Bank shall have no liability whatsoever for any unauthorized transaction, activity, or inquiry effected through the Service.

Confirmations. The parties intend to be legally bound by the terms of each Foreign Exchange Contract from the moment they agree to those terms (whether orally or otherwise). Foreign Exchange Contracts shall be promptly confirmed by the parties by confirmations exchanged by mail, telex, facsimile or other electronic means from which it is possible to produce a hard copy. The failure by a party to issue a confirmation shall not prejudice or invalidate the terms of any Foreign Exchange Contract.

Netting. If on any date amounts would otherwise be payable in the same currency in respect of one or more Foreign Exchange Contracts by each party to the other, then (y) if the aggregate amount in that currency that otherwise would have been payable by one party exceeds the aggregate amount in that currency that would otherwise have been payable by the other party, only the difference between such aggregate amounts shall be payable by the party by whom the larger aggregate amount would have been payable and (z) if such aggregate amounts are equal, no amount shall be payable by either party.

Fees and Charges Payable. The Customer agrees to pay the Bank (a) such commissions, charges, and service fees as the Bank may establish and charge from time to time for the Service (including without limitation any mark-ups and mark-downs, statement charges, idle account charges, order cancellation charges, account transfer charges, other charges and fees imposed by any interbank agency or regulatory or self-regulatory organization), (b) the amount of any loss that may result from transactions by the Bank on behalf of the Customer, including any trading balance due, and (c) interest on any trading balance due and on any other amounts payable to the Bank under the Agreement at the applicable cost of funds rate determined by the Bank for compensation in accordance with the Bank’s customary practices. The Bank may increase or decrease any commissions, charges, and fees payable hereunder at any time without notice. All commissions, charges and fees shall be due and payable immediately as they are incurred.

Risk of Loss. All transactions effected for the Customer and all fluctuations in the market prices of the Foreign Exchange Contracts carried by the Customer are the sole risk of the Customer; hence, the Customer will be solely liable under all circumstances. By execution of the Authorization, the Customer warrants that it is willing and financially able to sustain any such losses. The Bank retains the right to limit the number of open positions and/or the aggregate value of those Foreign Exchange Contracts the Customer may acquire or maintain at the Bank. The Bank will attempt to execute all orders that it may, in its sole discretion, choose to accept for the purchase or sale of Foreign Exchange Contracts in accordance with the Customer’s electronic, oral or written instructions. The Customer acknowledges that it is entering into the Foreign Exchange Contracts in reliance upon such tax, accounting, regulatory, legal and financial advice as it deems necessary and not upon any advice or view expressed

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by the Bank. The Customer understands that the Bank makes no representations, warranties, promise or agreements concerning the tax or legal implications or treatment of the Foreign Exchange Contracts.

Indemnity. The Customer agrees to indemnify, defend, and hold the Bank, its officers, directors, shareholders, agents, employees, and affiliates, and their respective officers, directors, agents and employees, harmless from and against all damages, losses, costs, and expenses (including reasonable attorneys' fees and costs of investigation) arising from or in any manner related to (a) the Foreign Exchange Contracts, the Service or the Agreement, (b) taking any other actions under the Agreement or in respect of any transaction contemplated thereby, (c) any transaction, inquiry or activity initiated using Security Procedures, whether or not the person initiating such transaction, inquiry or activity is an Agent or other authorized representative of the Customer, (d) a breach by the Customer or any of the Customer's Agents, representatives or employees of any of the Customer's covenants, agreements, responsibilities, representations or warranties under this Agreement, and (e) a breach or violation by the Customer or any of the Customer's Agents, representatives or employees of applicable laws, rules and regulations; except to the extent that such damages, losses, costs, or expenses are finally determined to have been directly caused by the Bank's gross negligence or willful misconduct. Without limiting or diminishing any other obligations of the Customer to the Bank described in this section, the Customer also agrees to fully cooperate with and assist the Bank in any efforts on the part of the Bank to recover from any third party or parties any losses incurred by the Bank as a result of the execution of any Service transaction or activity.

Events of Default. The occurrence of any of the following with respect to the Customer shall be an event of default (an "Event of Default"):

1) the Customer shall (i) default in any payment when due under the Agreement to the Bank with respect to any Foreign Exchange Contract and such failure shall continue for two (2) Business Days after the Bank has given the Customer written notice of non-payment, or (ii) fail to perform or comply with any other obligation assumed by it under the Agreement and such failure is continuing thirty (30) days after the Bank has given the Customer written notice thereof;

2) the Customer shall commence a voluntary Insolvency Proceeding or shall take any corporate action to authorize any such Insolvency Proceeding;

3) a governmental authority or self-regulatory organization having jurisdiction over either the Customer or its assets in the country of its organization or principal office (A) shall commence an Insolvency Proceeding with respect to the Customer or its assets or (B) shall take any action under any bankruptcy, insolvency or other similar law or any banking, insurance or similar law or regulation governing the operation of the Customer which may prevent the Customer from performing its obligations under the Agreement as and when due;

4) an involuntary Insolvency Proceeding shall be commenced with respect to the Customer or its assets by a person other than a governmental authority or self-regulatory organization having jurisdiction over either the Customer or its assets in the country of its organization or principal office and such Insolvency Proceeding (i) results in the appointment of a Custodian or a judgment of insolvency or bankruptcy or the entry of an order for winding-up, liquidation, reorganization or other similar relief, or (ii) is not dismissed within five (5) days of its institution or presentation;

5) the Customer is bankrupt or insolvent, as defined under any bankruptcy or insolvency law applicable to it;

6) the Customer fails, or shall otherwise be unable, to pay its debts as they become due;

7) the Customer or any Custodian acting on behalf of the Customer shall disaffirm, disclaim or repudiate any Foreign Exchange Contract;

8) any representation or warranty made or given or deemed made or given by the Customer pursuant to the Agreement shall prove to have been false or misleading in any material respect as at the time it was made or given or deemed made or given and one (1) Business Day has elapsed after the Bank has given the Customer written notice thereof;

9) the Customer consolidates or amalgamates with or merges into or transfers all or substantially all its assets to another entity and (A) the creditworthiness of the resulting, surviving or transferee entity is materially weaker than that of the Customer prior to such action, or (B) at the time of such consolidation, amalgamation, merger or transfer the resulting, surviving or transferee entity fails to assume all the obligations of the Customer under the Agreement by operation of law or pursuant to an agreement satisfactory to the Bank;

10) by reason of any default, or event of default or other similar condition or event, any Specified Indebtedness (being Specified Indebtedness of an amount which, when expressed in the currency of the Threshold Amount, is in aggregate equal to or in excess of Ten Thousand and No/100 Dollars ($10,000.00) (the "Threshold

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Amount")) of the Customer in relation to it: (A) is not paid on the due date therefor and remains unpaid after any applicable grace period has elapsed, or (B) becomes, or becomes capable at any time of being declared, due and payable under agreements or instruments evidencing such Specified Indebtedness before it would otherwise have been due and payable; or

11) the Customer is in breach of or default under any Specified Transaction and any applicable grace period has elapsed, and there occurs any liquidation or early termination of, or acceleration of obligations under, that Specified Transaction or the Customer (or any Custodian on its behalf) disaffirms, disclaims or repudiates the whole or any part of a Specified Transaction.

Actions on Default. If there shall occur any Event of Default under this Agreement or if the Customer otherwise fails to fully and immediately make any payment or perform any other obligation due to the Bank as required by the Agreement or in connection with any transaction contemplated thereby, the Bank may, in addition to any other right or remedy due to the Bank at law or in equity (a) immediately terminate the Agreement and discontinue the Service in accordance with the terms of the Close-out Procedures, (b) exercise all rights of setoff and banker's liens in respect of any of the Customer's monies and funds held in any account by the Bank or any of its affiliates, or in respect of any other property or obligations owing to the Customer by the Bank or any of its affiliates, in accordance with the Right of Set-off, (c) bring an action to collect all such amounts due from the Customer, and (d) exercise all other rights and remedies available under the Agreement or applicable law. The Customer also agrees to pay, in respect of any such amounts due and owing to the Bank, interest on the total amount until such funds are received by the Bank, based on the applicable cost of funds rate determined by the Bank for compensation in accordance with the Bank's customary practices, together with all costs of collection, including reasonable attorneys' fees if such amounts are collected through an attorney-at-law or in bankruptcy or other proceedings.

Close-out Procedures. If an Event of Default has occurred and is continuing, the Bank may, but is not required to, terminate and close-out all outstanding Foreign Exchange Contracts with Customer in the manner set forth below. If an Event of Default has occurred and is continuing, the Bank may suspend the performance of its obligations under this Agreement and all Foreign Exchange Contracts (including suspension of any obligation of the Bank to make a payment to the Customer).

Termination and close-out of outstanding Foreign Exchange Contracts shall be effected by the Bank selling at current market rates amounts of foreign exchange purchased under Foreign Exchange Contracts by the Customer, and the Bank shall purchase at current market rates amounts of foreign exchange sold under Foreign Exchange Contracts by the Customer. If the close-out of a Foreign Exchange Contracts results in a gain or loss which is not in U.S. Dollars, such amount shall be converted into U.S. Dollars at current market rates. All amounts resulting from the close-out of Foreign Exchange Contracts shall be netted and/or aggregated to arrive at a net amount. The net amount due to either the Bank or the Customer as a result of close-out shall be due and payable in full on the business day following the close-out day, and if not so paid shall bear interest at overnight SOFR. The Bank's right to close-out Foreign Exchange Contracts shall be in addition to, and not in limitation or exclusion of, any other rights which the Bank may have (whether by agreement, operation of law or otherwise), and the Bank shall have a general right setoff against any payment due the Customer hereunder for all amounts owed by the Customer to the Bank. The parties hereto agree that the amounts recoverable under this paragraph are a reasonable pre-estimate of loss and not a penalty. Such amounts are payable for the loss of bargain and the loss of protection against future risk, and except for interest as provided for herein, neither party will be entitled to recover any additional damages as a consequence of such losses. The Bank's liquidation of currency futures, currency purchased and sold, or currency reserved for purpose of completing a Foreign Exchange Contracts shall be deemed reasonable if completed in the Bank's customary practice.

Right of Set-off. Without affecting any provisions of the Agreement that may require the calculation of certain net payment amounts, all payments under the Agreement will be made without set-off or counterclaim; provided, however, that upon the designation of any Early Termination Date, in addition to and not in limitation of any other right or remedy available to either party under applicable law, the non-defaulting party (the "Electing Party") may without prior notice to the defaulting party (the "Non-Electing Party") or any other person set off any sum or obligation (whether or not arising under the Agreement and whether matured or unmatured, whether or not contingent and irrespective of the currency, place of payment or booking office of the sum or obligation), owed by the Non-Electing Party to the Electing Party, and including without limitation any such sum or obligation owed by the Non-Electing Party to the Electing Party under or pursuant to any Specified Indebtedness, against any sum or obligation (whether or not arising under the Agreement, whether matured or unmatured, whether or not contingent and irrespective of the currency, place of payment or booking office of the sum or obligation) owed by the Electing Party to the Non-Electing Party under the Agreement, any Specified Indebtedness or otherwise, and, for this purpose, may convert one currency into another at a market rate determined by the Electing Party. If any sum or obligation is

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unascertained, the Electing Party may in good faith estimate that sum or obligation and set-off in respect of that estimate, subject to the Electing Party, as the case may be, accounting to the Non-Electing Party when such sum or obligation is ascertained. Nothing in this setoff provisions shall be effective to create a security interest. This setoff provisions shall be without prejudice and in addition to any right of set-off, combination of accounts, lien or other right to which any party is at any time otherwise entitled (whether by operation of law, contract or otherwise).

Settlement Date and Rollovers. With respect to purchases or sales of Foreign Currency, the Customer agrees to instruct the Bank as to the offset or rollover of a Foreign Exchange Contract. In addition, by noon Birmingham, Alabama time of the Business Day before the Settlement Date of a Foreign Exchange Contract, the Customer will instruct the Bank whether to deliver, offset, or roll over the Foreign Exchange Contract. In the absence of timely instructions from the Customer, the Bank is authorized, at the Bank's absolute discretion, to deliver, offset, or roll over all or any portion of the Foreign Exchange Contract for the Customer's account and at the Customer's risk upon such terms and by such methods deemed reasonable by the Bank in its sole discretion. Notwithstanding the receipt by the Bank of any instructions from the Customer to offset or rollover a Foreign Exchange Contract, the Bank, in its absolute discretion, reserves the right to elect not to offset or rollover a Foreign Exchange Contract.

Reporting Errors and Discrepancies. The Customer agrees to notify the Bank of any error or any other discrepancy at the time the Bank first notifies the Customer of a transaction under the Service, by telephonic confirmation or other means. If the Customer fails to notify the Bank at that time, the Customer will be precluded from asserting the error or discrepancy against the Bank.

Electronic Records and Signatures. The Customer agrees and consents to enter into agreements and to accept Service terms, conditions, and information electronically, and otherwise to transact Service business with the Bank electronically, as the Bank directs or requires. The Customer agrees the Customer's use of electronic sounds, symbols, or processes required by the Bank to establish the Customer's acceptance of or agreement to Service terms, conditions, and/or disclosures constitutes the Customer's electronic signature and signifies the Customer's intent to be bound. To the extent that any Service provides for the use and delivery of electronic records, the Customer consents to the receipt of electronic records of Service information, documentation, and data in lieu of a hard or paper copy or version thereof. The Customer agrees the Customer shall not alter any electronic information, data, or records furnished by the Bank, and the Customer agrees the Bank's record of any such information, data, or records is the best evidence of the information set forth therein. The Bank reserves the right to furnish to the Customer, and the right to require the Customer to furnish to the Bank, writings or paper copies of information, communications, data, or records relating to any Service, in lieu of and/or in addition to electronic records thereof, at any time in the Bank's discretion.

Online Foreign Exchange Trading. The Customer may elect to engage in foreign exchange trading online through the RegionsFX Online system. The Customer agrees that if the Customer undertakes transactions on RegionsFX Online, the Customer may be exposed to certain risks associated with online systems including (without limitation) hardware and software failures, systems downtime, and internet connection interruptions. A system failure, downtime or interruption may result in the Customer's order not being executed according to the Customer's instructions, not being executed at all or the inability by the Bank to keep the Customer informed about the Customer's Foreign Exchange Contract fulfillment or otherwise. The Customer also acknowledges that RegionsFX Online may from time to time be unavailable during periods of maintenance and testing. The Customer further understands that the critical components of the RegionsFX Online system are supported by one or more third parties under contract with the Bank and as such the operation of RegionsFX Online may be dependent on such third parties. The Customer agrees to comply with any additional license restrictions that third parties under contract with the Bank may require with respect to RegionsFX Online.

Third Party Financial Information. In the event the Bank makes available to the Customer any quotes, financial information, market information, news, analyst opinions or research reports through RegionsFX Online that are prepared or maintained by parties other than the Bank (collectively, "Information"), such Information is provided "AS IS" for informational purposes only. Inclusion of such Information does not imply any recommendation, endorsement or approval of any Information by the Bank and neither the Bank (or any officer, director, employee or shareholder) nor any third party provider is liable for any delays, interruptions, errors, incompleteness, or inaccuracies in any Information. The Customer agrees not to redistribute any Information found on RegionsFX Online.

One Click Trading. In the event that RegionsFX Online has a "one click trading" feature where trade executions are instantaneous and do not prompt confirmation of intent to buy or sell post-entry and pre-entry of the order execution, the Customer shall be responsible for ensuring that it is familiar with the mechanisms of this feature prior to use since such trades are irreversible and cannot be cancelled. By using RegionsFX Online, the Customer agrees to accept the risk associated with this one click trading feature.

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Service Materials. To the extent the Bank provides any Service Materials to the Customer, the Customer agrees that:

1) the Service Materials shall be installed, tested, placed into production, and used in accordance with the instructions provided by the Bank, as modified or amended from time to time;
2) all right, title and interest in and to any and all Service Materials shall be and remain the property of the Bank or the third party provider of such Service Materials, as applicable;
3) unless otherwise expressly authorized in writing by the Bank, the Customer may not copy, reproduce, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, commercially exploit, or create derivative works of any Service Materials;
4) The Customer shall not delete or remove any copyright notices or other indicia of protected intellectual property rights from any Service Materials;
5) The Customer shall not create or recreate the source code of any Service Materials, or re-engineer, reverse engineer, reverse compile, decompile or disassemble any Service Materials;
6) The Customer shall not refer to or use any Service Materials (i) to modify, adapt, translate or create derivative works based upon the Service or any User Guide, or combine or merge any part of the Service or any User Guide with or into any other software or documentation; or (ii) as part of any effort to develop a program having any functional attributes, visual expressions or other features similar to those of the Service or to compete with the Bank or the Bank's third party service providers;
7) upon the termination of the Service for any reason, or at any time upon request by the Bank, the Customer shall return to the Bank in good condition any and all Service Materials; and
8) The Customer shall pay the Bank's costs, fees, and expenses for the replacement or reissuance of any lost or damaged Service Materials.

Contingent upon the Customer's continued compliance with the terms and conditions in the Agreement, and so long these Terms and Conditions remain in effect, the Bank grants the Customer a non-exclusive, non-transferable, non-sublicensable, revocable, limited, personal license to use the Service Materials. The Customer acknowledges and agrees the Bank may terminate the license granted under these Terms and Conditions for any Service Material at any time, in its sole discretion and with or without notice. The Bank does not grant the Customer any other right or license, express or implied, to use the Service Materials, or other than as set out herein.

Equipment Requirements. The Customer, at the Customer's expense, is responsible for obtaining and for properly installing, maintaining, and securing all telephone equipment and services, internet connection services, computer hardware and software (and any and all necessary upgrades thereto), and any other equipment necessary for the Customer to access and use the Service (including, RegionsFX Online). The Customer agrees the Customer's equipment and third-party services shall at all times meet or exceed the minimum specifications prescribed by the Bank from time to time for use of the Service (including, RegionsFX Online). The Bank is not responsible for any errors or failures from any malfunction of the Customer's computer, telephone service, the Internet or the Customer's software. The Bank makes no warranty, either express or implied, to the Customer regarding the Customer's computer systems or related equipment or software, or that of any of the Customer's third party providers or contractors, and the Bank DISCLAIMS ALL WARRANTIES REGARDING THE CUSTOMER'S COMPUTER, THE CUSTOMER'S TELEPHONE SERVICE, THE INTERNET AND THE CUSTOMER'S SOFTWARE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. To the extent the Customer engages any third party contractor or service provider to facilitate the Customer's use of any Service, the Customer agrees that such party acts as the Customer's agent in connection with the Agreement and agrees to ensure that such party observes, complies with, and does not breach any duty, term, condition, obligation, or responsibility on the part of the Customer to be performed, observed or complied with pursuant to the Agreement. The Customer further agrees the Bank shall not be responsible for, and shall have no duty to remedy or correct, any acts, omissions, breaches, defaults, or nonperformance on the part of any such third party with respect any services, products, equipment, or goods provided by such third party to the Customer.

Security Procedures for Service Activity. As to any Security Procedures agreed to by and between the Customer and the Bank, including Security Procedures selected by the Customer, with respect to the Service, the Customer represents that the Customer has carefully considered the circumstances of the Customer's use of the Service and the transactions and activity the Customer will effect through the Service, and the Customer acknowledges and agrees that the Security Procedures, including (without limitation) any Security Devices used in connection

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therewith, constitute commercially reasonable security procedures under applicable law for the transactions and activity the Customer intends to effect through the Service for foreign exchange information reporting, trading, draft and funds transfer transactions with the Bank. The Customer authorizes the Bank to follow any and all instructions entered and transactions initiated using applicable Security Procedures unless and until the Customer has notified the Bank, according to notification procedures prescribed by the Bank, that the Security Procedures or any Security Device has been stolen, compromised, or otherwise become known to persons other than its Agents and until the Bank has had a reasonable opportunity to act upon such notice. The Customer agrees that the initiation of a transaction using applicable Security Procedures constitutes sufficient authorization for the Bank to execute such transaction notwithstanding any particular signature requirements identified on any Authorization or other documents relating to the Customer's account, and the Customer agrees and intends that the submission of orders and instructions using the Security Procedures shall be considered the same as the Customer's written signature in authorizing the Bank to execute such Foreign Exchange Contract. The Customer may reject the "commercially reasonable Security Procedures" offered by the Bank and elect to use the Customer's own security procedures by indicating the Customer's rejection in accordance with procedures prescribed by us. If the Customer rejects the Bank's Security Procedures, the Customer hereby acknowledges that the Bank first offered to the Customer a "commercially reasonable" security procedure. The Bank may, at its option, refuse to accept the Customer's security procedures, in which case, the Bank shall refuse to accept fund transfers initiated by the Customer. The Customer acknowledges and understands that selecting security procedure other than the Bank's Security Procedures may substantially increase the risk of loss to the Customer. By rejecting any of the Bank's Security Procedures, the Customer is refusing the Security Procedure and requests the Bank to follow the Customer's selected security procedure. IF THE CUSTOMER REJECTS ANY OF THE BANK'S SECURITY PROCEDURES, THE CUSTOMER HEREBY AGREES TO BE BOUND BY ANY TRANSACTION, WHETHER OR NOT AUTHORIZED, ISSUED IN THE CUSTOMER'S NAME AND ACCEPTED BY THE BANK IN COMPLIANCE WITH THE CUSTOMER'S SELECTED SECURITY PROCEDURES. The Customer acknowledges and agrees that the Customer shall be bound by any and all transactions and activity effected through the Service through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by the Customer's Agents, to the fullest extent allowed by law. The Customer further acknowledges and agrees that the Security Procedures are not designed to detect error in the transmission or content of communications or instructions made through the Service and the Customer bears responsibility for detecting and preventing such error. The Customer agrees to comply with any additional security that may be implemented by the Bank for a particular Service.

The Customer agrees to keep all Security Procedures and Security Devices protected, secure, and strictly confidential and to provide or make available the same only to its Agents. The Customer agrees to instruct each Agent not to disclose or provide any Security Procedures or Security Devices to any unauthorized person. The Customer shall designate a security agent ("Security Agent") to whom the Bank will distribute Security Devices and with whom the Bank may otherwise communicate regarding Security Procedures. The Security Agent shall have responsibility to distribute Security Devices to the Customer's Agents and to ensure the proper implementation and use of the Security Procedures by the Customer's Agents. Where the Customer has the ability to change or modify a Security Device from time to time (e.g., a password or PIN), the Customer agrees to change Security Devices frequently in order to ensure the security of the Security Device. The Customer agrees to notify the Bank immediately, according to notification procedures prescribed by the Bank, if the Customer believes that any Security Procedures or Security Device has been stolen, compromised, or otherwise become known to persons other than the Customer's Agents or if the Customer believes that any Service transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security, the Bank may issue the Customer a new Security Device or establish new Security Procedures as soon as reasonably practicable, but the Bank shall not be liable to the Customer or any third party for any delay in taking such actions.

The Customer agrees the Bank may rely upon any written signature if in good faith believed by the Bank to be the genuine signature of an Agent. Each Agent is authorized to conduct any transaction within the scope of the Agreement and, unless otherwise expressly provided in the applicable Authorization, any Agent may act alone. The Customer agrees to notify the Bank immediately, according to notification procedures prescribed by the Bank, if the authority of any Agent shall change or be revoked. The Customer shall recover and return to the Bank any Security Devices in the possession of any Agent whose authority to have the Security Device has been revoked.

The Bank reserves the right to modify, amend, supplement, or cancel any or all Security Procedures, and/or to cancel or replace any Security Device, at any time and from time to time in the Bank's discretion. The Bank will endeavor to give the Customer reasonable notice of any change in Security Procedures; provided the Bank may make any change in Security Procedures without advance notice to the Customer if the Bank, in its judgment and discretion, believes such change to be necessary or desirable to protect the security of the Bank's systems and assets. The

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Customer's implementation and use of any changed Security Procedures and/or continued use of the Service after any change in Security Procedures shall constitute the Customer's agreement to the change and the Customer's agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

In the event of the breach of any applicable Security Procedure, the Customer agrees to assist the Bank in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing the Bank or the Bank's agent access to the Customer's systems, computer hardware and software, storage media and devices, and any other equipment or device that was used or may have been used in breach of the Security Procedure. The Customer further agrees to provide to the Bank with any analysis of such systems, computer hardware and software, storage media and devices, and other equipment or devices, or any report of such analysis, performed by the Customer, the Customer's agents, law enforcement agencies, or any other third party. Failure of the Customer to assist the Bank shall be deemed an admission by the Customer that the breach of the Security Procedure was caused by a person who obtained access to transmitting facilities of the Customer or who obtained information facilitating the breach of the Security Procedure from the Customer and not from a source controlled by the Bank.

The Bank reserves the right to establish from time to time, in its discretion, limitations and restrictions with respect to Service transaction amounts, frequency of Service transactions, and other matters relating to the Service based on factors deemed significant by the Bank in its sole discretion. The Customer agrees to abide by and be bound by all limitations and restrictions imposed from time to time by us, and the Customer acknowledges and agrees that such limitations and restrictions are for the Bank's sole protection. The Bank will endeavor to provide the Customer with reasonable notice of limitations and restrictions (except to the extent that the confidentiality thereof is necessary to maintain the security of the Bank systems); provided, the Bank may impose immediate limitations and restrictions, or make changes thereto, without advance notice to the Customer if the Bank, in its judgment and discretion, believes the same to be necessary or desirable to protect the security of the Bank's systems and assets.

Physical and Electronic Security. The Customer is solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in the Customer's possession or under the Customer's control. The Bank is not responsible for any computer viruses including, without limitation, programs commonly referred to as "malware," "keystroke loggers," and/or "spyware," or a time bomb, software lock, drop-dead device, malicious logic, worm, Trojan horse, bug, error, defect, or trap door, that is capable of (or has the effect of allowing any untrusted party to be capable of) accessing, modifying, deleting, damaging, disabling, deactivating, interfering with, or otherwise harming any of the Customer's computers, networks, data, or other electronically stored information, or computer programs or systems, or any other problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system. Any material downloaded or otherwise obtained through the use of any electronic service is obtained at the Customer's own discretion and risk, and the Bank is not responsible for any damage to the Customer's computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. The Customer is solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to the Customer's operating systems, and for protecting, securing, and backing up any data and information stored in or on the Customer's operating systems. The Bank is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on the Customer's operating systems.

The Customer acknowledges and agrees that it is the Customer's responsibility to protect itself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing"). The Customer agrees to educate its Agents and employees as to the risks of such fraud and to train such persons to avoid such risks. The Customer acknowledges the Bank will never contact the Customer by email in order to ask for or to verify account numbers, Security Devices, or any sensitive or confidential information. In the event the Customer receives an e-mail or other electronic communication the Customer believes, or has reason to believe, is fraudulent, the Customer agrees that neither the Customer nor its Agents, and employees shall respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. The Customer should forward any suspected fraudulent or suspicious e-mail to phishing@regions.com or as the Bank otherwise may direct. The Customer agrees the Bank is not responsible for any losses, injuries, or harm incurred by the Customer as a result of any electronic, e-mail, or internet fraud.

Please Note: Companies using RegionsFX Online will not receive confirmation callbacks.

Governmental and Interbanking System Rules. All transactions under the Agreement shall be subject to the customs, usage, and practices of the foreign exchange market where executed and to all applicable Federal and

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State laws and regulations. If any statute shall hereafter be enacted or any rule or regulation shall hereafter be adopted by any governmental authority, a contract market, or a clearing organization which shall be binding upon the Bank and shall affect in any manner or be inconsistent with any of the provisions hereof, the affected provisions of the Agreement shall be deemed modified or superseded, as the case may be, by the applicable provisions of such statute, rule or regulation, and all other provisions of the Agreement and provisions so modified shall in all respects continue in full force and effect. The Customer acknowledges that all transactions under the Agreement are subject to the aforementioned regulatory requirements, and the Customer shall not be given any independent legal or contractual rights with respect to such requirements.

Representations. The Customer represents to the Bank that:

1) *No Violations or Conflict*. Such execution, delivery, and performance of the Agreement do not and will not violate or conflict with any law applicable to the Customer, any provision of the Customer's constitutional documents, any order or judgment of any court or other agency of government applicable to the Customer or any of the Customer's assets, or any contractual restriction binding on or affecting the Customer or any of the Customer's assets.

2) *Obligations Binding*. The Customer's obligations under the Agreement constitute legal, valid and binding obligations, enforceable in accordance with its terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium, and similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)).

3) *Accurate Information.* (i) All information at any time provided by the Customer to the Bank in respect of the Customer's business affairs and financial condition is accurate and complete and truthfully reflects the business and financial condition of the Customer as of the period(s) covered by such information and the Customer will promptly notify the Bank of any changes in such information; (2) Any and all information and data at any time provided by the Customer or by the Customer's Agents, employees, agents, and/or representatives, to the Bank in respect of the Foreign Exchange Contracts, activity, or inquiries initiated by or on behalf of the Customer is accurate, complete, and without error, and the Bank may rely thereon without verification in the performance of the Bank's duties and responsibilities under the Agreement and in the execution of such transaction, activity, and inquiries.

4) *Non-Reliance; Assessment and Understanding; Status of Parties.* In entering into this Agreement, the Customer understands that there is no assurance with respect to the direction in which the financial markets may move in the future and the Bank makes no representation or warranty in this regard or with respect to the suitability of the terms of the Agreement or any transaction hereunder or the particular needs and financial requirements of The Customer. The Customer represents to the Bank, which representation shall be deemed to be restated with respect to and at the time of each transaction hereunder, that it: (i) has had the opportunity, independent of the Bank or any of the Bank's officers, employees and agents, to consult its own financial, legal and tax advisors and has independently determined that it is in the Customer's best interests to enter into the Agreement and any transaction hereunder; (ii) is not relying and has not relied on the Bank for investment advice or as a recommendation to enter into a transaction hereunder; (iii) has not received any assurance or guarantee from the Bank as to the expected results of any transaction hereunder; and (iv) is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of any transaction hereunder. Further, the Customer expressly acknowledges the Bank is not acting as an agent, fiduciary or advisor for the Customer in any respect, and that it has fully read and understands the disclosures provided in the ***Risk Disclosure for Foreign Exchange Contracts*** ("FX Risk Disclosure") hereto regarding the risks inherent in Foreign Exchange Contracts and freely assumes such risks.

5) *No Security Interest*. The Customer has not granted and will not grant a security interest in respect of the Customer's account to any person without the Bank's prior written consent.

6) *Eligible Contract Participant.* The Customer is an "eligible contract participant" within the meaning of Section 1a of the U.S. Commodity Exchange Act, as amended, or the rules and regulations promulgated thereunder.

7) *Financial Institutions*. In the case the Customer is a financial institution,

   a) the Authorization:

      i) Has been executed by an officer of a level of vice president or higher of the financial institution,

      ii) Was approved by the board of directors of the financial institution or its loan committee,

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iii) Such approval is reflected in the minutes of such board or committee,

iv) Has been, continuously from the time of its execution, an official record of the financial institution, and

v) Is intended to be a "qualified financial contract" within the meaning of 12 U.S.C. Section 1821(e)(8)(D)(i), as the same may be amended from time to time; and

b) The Customer is a "financial institution" within the meaning of the Federal Deposit Insurance Corporation Improvement Act of 1991 (as supplemented by Regulation EE of the Federal Reserve Board).

Compliance with Laws. The Customer agrees with the Bank that, so long as the Agreement has not been terminated, the Customer will comply in with all applicable laws, regulations, and orders to which the Customer may be subject, and which relate to the Foreign Exchange Contracts. The Customer further agrees to be bound by operating rules and regulations imposed by any processing networks, funds transfer systems, or clearinghouses in which the Bank participates and/or which process Service transactions.

Agreement to Deliver Documents. The Customer agrees to deliver the following documents, as applicable to the Customer's organization:

1) Certified copies of all corporate authorizations, or the applicable equivalent documents and any other documents with respect to the execution, delivery, and performance of the Agreement, to be delivered upon execution of the Authorization and thereafter upon request of the Bank, and

2) upon request of the Bank, a copy of the Customer's certified annual consolidated financial statements

Bank's Responsibility. The Bank shall have no liability (except such liability resulting from the gross negligence or willful misconduct of the Bank) resulting from or in any manner relating to (a) any actions taken by the Bank in accordance with the terms of the Agreement, or (b) any delay or error in effecting any transfer of funds, whether by wire, computer entry, or any other electronic means or any other customary form of communication (including, without limitation, any communication sent through SWIFT). Notwithstanding anything to the contrary contained in the Agreement, any damages or other compensation due the Customer resulting from the Bank's gross negligence or willful misconduct in properly effecting a funds transfer under the Agreement shall be limited to the Customer's actual loss, not to exceed the amount of such transfer (plus interest at the applicable interest rates of the currencies of the Contract for the period in question). The Customer must submit any request for compensation from the Bank to the Bank at the address listed in the Authorization within 90 days following the Settlement Date of the transaction giving rise to the request. The Service is provided on an "AS IS" and "AS AVAILABLE" basis, the Bank may from time to time temporarily suspend or interrupt the operation of any Service, without notice or liability to the Customer for maintenance or for any other operational or business needs as determined by the Bank. The duties and obligations of the Bank with respect to the Service and/or to the Service Equipment, and/or to any equipment or third party services obtained by the Customer shall be determined solely by the express provisions of the Agreement, and no warranties, representations, covenants or obligations as to merchantability, fitness for a particular purpose, and noninfringement, or other warranties, whether express or implied arising from course of dealing or course of performance shall be read into the Agreement against the Bank. The Bank makes no, and hereby disclaims any, representation or warranty that any Service will meet the Customer's requirements or expectations or that any Service will be uninterrupted, timely, secure, or error-free. The Bank further disclaims any representation or warranty that any errors in technology will be corrected. The Customer acknowledges and agrees that it has not relied upon any representation, guaranty, condition, or warranty made by the Bank, its officers, directors, employees, affiliates, contractors, subcontractors or third party service providers. No provision of the Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties under the Agreement. The Bank will not be liable for any loss, cost, damage, or expense resulting from (i) Acts of God, fire, civil disorder, epidemic, riot, equipment, telephone, internet or computer failure or malfunction, material shortage, electrical power disruption or shortage, communication, telephone or internet failure, delay, disruption or malfunction, natural disasters, weather conditions, market conditions, mechanical or electrical failure or disruption, labor difficulties, acts of terrorism, war, insurrections, governmental action of any state or country, or any other actions beyond the Bank's reasonable control; (ii) stoppages of the U.S. Postal Service and/or commercial carriers, or acts, omissions, or errors of any carrier and/or agent operating between the Customer and the Bank and/or any other party participating in transactions or activity contemplated by the Agreement; (iii) any federal or state law, regulation or rule, or the order of any court of competent jurisdiction; (iv) any processing network, funds transfer system, or clearinghouse operating rule or regulation. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CUSTOMER AGREES THAT IN NO EVENT WILL THE BANK BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING (WITHOUT LIMITATION) LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF DATA, OR ATTORNEYS' FEE REGARDLESS OF WHETHER THE BANK WAS ADVISED, HAD REASON TO KNOW,

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OR IN FACT KNEW OF THE POSSIBILITY THEREOF, OR FOR ANY OTHER DAMAGES WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE.

Data Recording. The Customer agrees the Bank may (without any obligation) record, retain, and/or monitor any information, data, or communications (including, without limitation, telephone conversations and internet conversations (e.g., chats) furnished, exchanged, or made in connection with the Agreement or any Service provided hereunder without further notice to any person. All such information, data, and communications recorded, retained, or monitored by the Bank shall be and remain the property of the Bank. The Bank may, in its sole discretion, make such information, data or communications available to the Customer upon the Customer's written request therefor, and the Customer agrees to pay the Bank for any expenses the Bank incurs in making such information, data or communications available to the Customer or to any third party at the Customer's request. The Customer acknowledges the Customer is responsible for the maintenance and storage of the Customer's own data and other information created through the Customer's use of the Service.

Regulatory Reporting. To the extent that any applicable law or regulation requires that the terms of any transaction hereunder be reported to a regulator with jurisdiction over such transaction or a data repository or analogous entity, and such law or regulation does not expressly provide which party is required to comply with such reporting obligation, the parties hereby designate the Bank as the party to comply with any such reporting obligation. The parties agree to use commercially reasonable efforts to cooperate and exchange any information necessary for compliance with the foregoing reporting obligations or as otherwise necessary to fulfill the parties' obligations under this Agreement.

Duration. The Agreement shall govern any Contract between the Bank and the Customer while such Contract is outstanding. The Bank may suspend or terminate the Service to the Customer in its discretion; provided, however, that such suspension or termination will not apply to any outstanding Contract, nor shall it affect any other obligations that arose prior to any such termination. Regardless of any suspension or termination of Service, the Customer agrees to perform the Customer's obligations under any outstanding Contract and to promptly pay the Bank its fees and charges due and owing for any outstanding Contract.

Assignment. The Agreement shall be binding upon and inure to the benefit of the parties to the Agreement and their respective successors and assigns, except that the Customer may not assign or transfer any rights under the Agreement without the Bank's prior written consent.

Miscellaneous.

Entire Agreement. The Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communications and prior writings with respect thereto.

Amendments. The Bank may amend, modify, or supplement the Agreement at any time, in any respect, effective upon notice to the Customer. The Customer's continued use of the Service after the effective date of any change will constitute acceptance of the Agreement, as amended.

Survival of Obligations. The Customer's obligations under the following Sections of these Terms and Conditions will survive the termination of the Service: *Indemnity; Risk of Loss; Regulatory Reporting; Physical and Electronic Security; Security Procedures for Service Activity; Bank's Responsibility;* and *Arbitration of Disputes and Waiver of Jury Trial*.

Remedies Cumulative. Except as provided in the Agreement, the rights, powers, remedies, and privileges provided in the Agreement are cumulative and not exclusive of any rights, powers, remedies, and privileges provided by law.

Severability. Any provision in the Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions of the Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

Governing Law. The Agreement will be governed by and construed in accordance with the law of the State of Alabama without regard to its conflict of laws principles, and, where applicable, the laws of the United States.

No Waiver of Rights. A failure or delay in exercising any right, power, or privilege in respect of the Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power, or privilege will not be presumed to preclude any subsequent or further exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.

No Third Party Beneficiaries. Except as otherwise expressly provided by the terms of the Agreement, the Agreement shall not be construed to confer any rights or remedies upon any person not a party to the Agreement,

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whether as a third party beneficiary or otherwise, against the Customer or the Bank, their respective successors, assigns, and/or affiliates.

Construction. The Agreement is an agreement between parties who are experienced in sophisticated and complex matters similar to the transactions and activity contemplated by the Agreement, is entered into by both parties in reliance upon the economic and legal bargains contemplated hereby, and shall be interpreted and construed in a fair and impartial manner without regard to such factors as the party which prepared the instrument or drafted any provision thereof, the relative bargaining powers of the parties, or the domicile of any party. The captions and headings used in the Agreement are for convenience of reference only and shall not be used to limit the applicability or meaning of any provisions of this Agreement. The use of the singular form shall include the plural, and the use of the plural shall include the singular, where the context so requires.

Notices and Communications. The Customer agrees the Bank may send notifications to the Customer hereunder and/or with respect to any Service (including, without limitation, change of terms notices and any information, disclosures, and/or notices relating to the Services) in electronic form, either by posting such information, disclosures, and notices at the Bank's website at https://fx.regions.com or by transmitting them, or notice of the availability thereof at the Bank's website, to any e-mail address the Customer has provided in connection with the Services. The Customer shall be deemed to have received electronic notices or disclosures three (3) days after the Bank posts them at the Bank's website or transmits them, or notice of the availably thereof at the applicable website, to the Customer's e-mail address, as applicable, whether or not the Customer has retrieved them by that time. The Customer agrees to frequently and regularly retrieve the Customer's e-mail and review posted messages and information at the Bank's website to ensure the Customer is aware of current terms, conditions, and information relating to the Service. The Bank reserves the right at any time, in the Bank's discretion, to mail to the Customer's address that appears in the Bank's records, or otherwise transmit to the Customer pursuant to any other method to which the Customer has agreed in connection with its account, paper copies of any information, disclosures and/or notices relating to the Service in lieu of or in addition to electronic versions thereof.

Except as otherwise expressly provided in any applicable Authorization, the Customer agrees the Bank may transmit confidential information, including (without limitation) Security Devices, to the current mailing address shown in the Bank's records for any of the Customer's accounts, or to the e-mail address the Customer has provided in connection with provision of Service to the Customer by the Bank, whether or not that address includes a designation for delivery to the attention of any particular individual. The Customer further agrees the Bank shall not be responsible or liable to the Customer in any way in the event that such properly addressed information is intercepted by an unauthorized person, either in transit or at the Customer's place of business.

The Customer agrees to keep its mailing address(es) and any applicable e-mail address(es) current and updated with the Bank at all times. In the event of notices sent to the Customer via e-mail, the Customer agrees the Bank is under no obligation to re-send, re-transmit, or otherwise deliver to the Customer any Service notifications or information the Bank has transmitted to the Customer's e-mail address and that has been returned "undeliverable" or otherwise rejected for delivery.

In the event the Customer believes that any Security Procedures or Security Device has been stolen, compromised, or otherwise become known to persons other than its Agents, or if the Customer has revoked or limited the authority of any Agent, or if the Customer believes that any Service transaction or activity is unauthorized or in error, the Customer shall notify the Bank immediately by calling the RegionsFX Online Support desk at (877) 215-3012.

With respect to Service communications exchanged between the Bank and the Customer via e-mail or other electronic messaging, the Customer (i) agrees theBank has no obligation to monitor or investigate the use of the Customer's computer system or the source of any communication received from the Customer bearing the Customer's e-mail address or other information that identifies the sender as the Customer, (ii) releases the Bank from any claim or liability arising from or in connection with any communications sent or received using e-mail or other electronic messaging, and (iii) agrees to indemnify and hold harmless the Bank from all claims, losses, expenses or liability arising in any way out of or connected in any way with the use of e-mail or other electronic messaging for the communication of Service information between the Bank and the Customer. The Customer acknowledges and agrees that no provision of this Agreement relating generally to communications between the Bank and the Customer via e-mail or other electronic messaging shall displace or modify any specific requirement set forth in this Agreement, in any Authorization, or in any other agreement or term between the Customer and the Bank the Customer communicate in writing (and not electronically) or in any particular mode or fashion to the Bank, and the Customer agrees to observe and comply in any event with any such requirement in all applicable instances.

ARBITRATION OF DISPUTES AND WAIVER OF JURY TRIAL. Except as expressly provided below, any controversy, claim, dispute or disagreement (any "Claim") arising out of, in connection with or relating to

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(1) the interpretation, negotiation, execution, collateralization, administration, repayment, modification, or extension of this Agreement; (2) any account or any Service transaction, activity or inquiry; (3) any charge or cost incurred pursuant to this Agreement; (3) the collection of any amounts due under this Agreement; (4) any alleged tort arising out of or relating in any way to this Agreement, collateral under this Agreement or any insurance or mechanical repair contract purchased pursuant to this Agreement; (5) any breach of any provision of this Agreement; or (6) any of the foregoing arising out of, in connection with or relating to any agreement which relates to this Agreement or any assignment of this Agreement; will be settled by binding arbitration under the Federal Arbitration Act ("FAA"). This agreement to arbitrate shall include any Claims involving the Bank officers, directors, employees, agents, representatives, contractors, subcontractors, affiliates, successors or assigns, and any such Claims against any of those parties may be joined or consolidated with any related Claims against the Bank in a single arbitration proceeding.

The arbitration will be administered by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules (the "Arbitration Rules") in effect at the time the demand for arbitration is filed. In the event of a conflict between the Arbitration Rules and this Agreement, this Agreement will control.

Each party will bear its own expenses of the arbitration, including its attorneys' fees, in accordance with the Arbitration Rules, except that the arbitrator(s) shall include a party's reasonable attorneys' fees and other expenses in the award to the extent expressly provided in this Agreement and allowed by applicable law.

The arbitration of any Claim or any counterclaim of $100,000 or greater shall be conducted by a panel of three arbitrators. The arbitration of any Claim or any counterclaim of a lesser amount shall be conducted by one arbitrator. The arbitrator(s) shall be selected from the AAA's panel of arbitrators by mutual agreement between the Customer and the Bank. If the Customer and the Bank cannot agree on the arbitrator(s), the AAA shall appoint the arbitrator(s). Except as expressly provided in this agreement to arbitrate, no Claim may be joined with another dispute or lawsuit, or consolidated with the arbitration of another Claim, or resolved on behalf of a class of similarly situated persons. All statutes of limitation, defenses, and attorney-client and other privileges that would apply in a court proceeding will apply in the arbitration. Any in-person arbitration hearing will be held in the federal judicial district in Birmingham, Alabama. Any dispute regarding whether a particular controversy is subject to arbitration, including any claim of unconscionability and any dispute over the scope or validity of this agreement to arbitrate disputes or of this entire Agreement, will be decided by the arbitrator(s). The arbitrator(s) shall establish such reasonable procedures as may be necessary for the reasonable exchange of information between the parties prior to such arbitration. In rendering an award, the arbitrator(s) shall apply applicable contract terms, statutes and legal precedent and shall follow applicable rules of evidence, enforce applicable privileges, and employ applicable burdens of proof. The arbitrator(s) shall award only such relief as a court of competent jurisdiction could properly award under applicable law. The arbitration award shall be in writing and shall include a written explanation of the basis for the award under the applicable contract terms, statutes and legal precedents. Any appeal of the arbitration award will be governed by the FAA. Judgment on the arbitration award may be entered in any court having jurisdiction.

This agreement to arbitrate does not limit the right of the Customer or us, whether before, during or after the pendency of any arbitration proceeding, to exercise self-help remedies such as set-off or repossession and sale of collateral, or to foreclose a mortgage with or without a court action, or to bring an action (individually, and not on behalf of a class) to obtain provisional or ancillary remedies or injunctive relief (other than a stay of arbitration) to protect the rights or property of the party seeking such relief. The taking of any of the actions described in the preceding sentence by the Customer or the Bank or the filing of a court action by the Customer or the Bank shall not be deemed to be a waiver of the right to demand arbitration of any Claim asserted as a counterclaim or the like in response to any such action.

The Customer and the Bank specifically acknowledge and agree that this Agreement evidences a "transaction involving commerce" under the Federal Arbitration Act, and hereby waive and relinquish any right to claim otherwise. The Customer and the Bank hereby acknowledge, agree and stipulate that: the Bank is a multi-state banking organization engaging in interstate banking; the Bank deposits are federally insured; and the Bank regularly uses the services of businesses located in other states in making and administering loans.

If any term or provision of this agreement to arbitrate disputes and waiver of jury trial is held to be invalid or unenforceable, the remaining provisions shall be enforced without regard to the invalid or unenforceable term or provision. This agreement to arbitrate disputes will survive the repayment of the Customer's loan and the termination of this Agreement.

WHETHER ANY CONTROVERSY IS ARBITRATED OR SETTLED BY A COURT, THE CUSTOMER AND THE BANK VOLUNTARILY, KNOWINGLY AND INTENTIONALLY WAIVE ANY RIGHT TO A JURY TRIAL WITH RESPECT TO SUCH CONTROVERSY TO THE FULLEST EXTENT ALLOWED BY LAW. EACH PARTY

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ACKNOWLEDGES THAT IT HAS RECEIVED THE ADVICE OF COMPETENT COUNSEL WITH REGARD TO THE WAIVER OF THE RIGHT TO JURY TRIAL.

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Risk Disclosure for Foreign Exchange Contracts

OTC FOREIGN EXCHANGE AUTHORIZATION RISK DISCLOSURE STATEMENT

Please note Foreign Exchange ("FX") Transactions may give rise to significant risks and are intended primarily for knowledgeable and sophisticated parties that are willing to accept such risks and able to absorb the losses that may arise. Therefore, it is important the Counterparty and any relevant Principals exercise discretion to understand these risks before entering into any FX Transaction, regardless of the level of prior experience in financial transactions or instruments. Nothing in this disclosure amends or supersedes the express terms of any Foreign Exchange Transaction and the Transactions related governing documents.

This disclosure statement describes the (1) nature of the relationship between Regions and its counterparties; (2) conflicts of interest and material incentives that arise from the relationship; (3) risks generally found in FX Transactions; and (4) additional considerations. The Counterparty should carefully consider its exposure to risks based on its level of experience, objectives, financial and operational resources, and other relevant factors. If the Counterparty is acting as an advisor or agent, all risks should be evaluated in light of the Principal's circumstances and the Counterparty's scope of authority.

Nature of Relationship: Regions acts as a counterparty for its own account. The Counterparty should exercise qualified and independent judgment in evaluating all FX Transaction. Regions does not act as a "municipal advisor" (as defined in Section 15Ba(e)(4)(A) of the Securities Exchange Act), agent, representative, or fiduciary, unless explicitly stated in a legal agreement or associated documents. Regions makes no assurances or guarantees of any FX Transaction. While Regions and its affiliates may engage in business relationships other than in FX Transactions, the nature of the OTC FX transactions relationship shall remain counterparty-only.

Conflicts of Interest and Material Incentives: Regions normal business activities may impact the market price of the Counterparty's FX Transaction. Such activities include facilitating trade for customers, entering into FX Transactions with other counterparties, possessing non-public information (insider trading laws, rules, and regulations make it illegal for Regions to improperly use insider information), acting as a Calculation Agent, and political lobbying. If you were referred to Regions, the entity referring may have received a referral fee from Regions.

Risks Generally Found in FX Transactions: FX Transactions risks include liquidity risk, market risk, funding risk, country risk, transactional risk, operational risk, legal and documentation risk, as well as counterparty and credit risk. Liquidity risk can occur when the local or referenced market is closed for after-hours, holidays, and weekends. Liquidity risk is more likely in restricted and thinly-traded currencies. Market risk stems from the volatility of the both currencies. Transactional risk occurs in errors of communication. Regions confirms trades with their counterparty in an attempt to mitigate this risk.

In a counterparty-only FX Transaction, it is the responsibility of the Counterparty to understand all the risks of the proposed transaction prior to entering into the transaction.

Additional Considerations

NDF and **NDO** settlement payments are determined by the value of the reference currency. There are no assurances the reference currency can be purchased at the same settlement price.

Barrier FX Option value may change non-linearly and abruptly, particularly as the relevant exchange rate approaches the level that triggers the barrier event. Similarly, barrier events may occur unexpectedly. It is important the Counterparty review and understand thoroughly the applicable definition of the barrier event. There are no assurances the Counterparty will be able to execute at the same price or level as the observation that triggers the barrier event. Regions hedges its exposure to all positions, including barrier options. Regions hedging, particularly adjustments close to the barrier event, may have a material impact on the likelihood the barrier event occurs.

Early termination events, whether through the Counterparty's choosing, default of either party, or another such event, may lead to a substantial termination payment representing market prices and costs.

This risk disclosure does not purport to disclose or discuss all of the risks or other material considerations associated with FX Transactions. This disclosure has only generally identified primary sources of risk. The Counterparty should therefore consult with financial, accounting, tax, and legal advisors to the extent necessary prior to entering into any FX Transactions.

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