



## Wire Transfer Service Addendum to Premier Business Connect Access and User Agreement

We suggest you read this document carefully and print a copy for your reference. You may refer back to it at any time by accessing the Agreements tab within Premier Business Connect. We may amend this document from time to time and you should review it regularly. To print this document, select File, and Print from the menubar .

**1. General Terms.** The Wire Transfer Service allows you to wire available funds from a deposit account you have with us to any recipient (the “Recipient”), designated by you and established with us as provided herein. The Wire Transfer Service Addendum (the “Addendum”) to the Premier Business Connect Access and User Agreement sets forth the terms and conditions regarding your use of the Wire Transfer Services (the “Wire Service”). This Addendum amends and becomes a part of the Bank’s Deposit Account Terms and Conditions Agreement and Premier Business Connect Access and User Agreement (collectively, the “Initial Agreement”) between you and us. The terms of the Initial Agreement are hereby ratified, affirmed and incorporated herein, and shall continue to apply in all respects, as amended hereby. Except as otherwise set forth herein, all terms defined in the Initial Agreement and used but not defined herein shall have the meaning set forth in the Initial Agreement. As used herein, the term “Agreement” shall mean both the Initial Agreement and the Addendum, collectively. References in this Agreement to “you” shall be deemed to include your Authorized User as defined below, except where expressly provided otherwise. By using the Wire Service, you agree to the terms and conditions of this Agreement. Except as otherwise expressly provided in this Addendum, to the extent that this Addendum is inconsistent with the terms of the Initial Agreement, this Addendum and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

**2. Meaning of Certain Terms.** Except as otherwise provided in this Agreement, the following meanings shall apply to all capitalized terms used in this Agreement:

“Access Devices” means collectively all security, identification and authentication mechanisms, including, without limitation, security codes or tokens, PINs, electronic identities or signatures, encryption keys and/or individual passwords associated with or necessary for your access to and use of the Wire Service from time to time.

“Account(s)” means any Deposit Account(s), as further defined herein, used in connection with the Wire Service.

“Authorized Representative” or “Authorized Signer” means a person designated by you as an individual authorized to act on behalf of Customer as set forth in and evidenced by certified copies of resolutions from your board of directors or other governing body, if any, or other certificate or evidence of authority satisfactory to the Bank.

“Authorized User” or “Designee” means any person that you or your Administrator designates as being authorized to access or make use of the Wire Service on your behalf.

“Available Funds” means the dollar amount of money in a Deposit Account that is currently available for use. It generally considers all collected funds on deposit, all posted transactions, certain electronic transactions, any holds placed on the Deposit Account due to uncollected funds, pending deposits, or withdrawals, and any overdraft or other credit line balance associated with the Deposit Account. Please refer to Bank’s Funds Availability Policy and the Deposit Account Agreement for more information.

“Business Day” means Monday through Friday, excluding federal bank holidays.

“Deposit Account(s)” means any checking, money market or savings Account, certificate of deposit or other deposit account that you may have with us that is eligible for use with the Service.

“Fee Schedule” means, at any given time, the Bank’s then current schedule of customer fees and charges applicable to the Deposit Account(s) opened by you and maintained with us, and as applicable to the Wire Service.

**3. Service.** The Wire Service described in this Agreement provides you with the capability to transfer funds on a repetitive or otherwise periodic basis from specific Deposit Account(s) to other accounts (the “Recipient Account(s)”) as directed by you. The Recipient Account(s) may be your accounts or domestic-only (U.S.-based) or international (non-U.S.-based) third-party accounts and may be with us or with domestic or international third-party financial institutions. You may use the Wire Service to initiate one-time wire transfers or for wire transfers made on a repetitive basis which involve the same Deposit Account and Recipient Account (“Repetitive Transfer(s)”). All wire transfers must be initiated by you and/or your Authorized User.

**4. Transfer Instructions and Transmission Methods.**

4.1 You may instruct us to transfer funds from your Deposit Account(s) maintained at and approved by us for use with the Wire Service. For purposes of this Agreement, such instruction (or “order”) shall be initiated by you or an Authorized User by means of the Premier Business Connect Service, telephone, facsimile, in-person, or such other transmission method as we may permit in our sole discretion from time to time.

4.2 In order to transmit instructions via the Wire Service, you must first agree to and transmit all instructions in accordance with all of the terms, conditions and security procedures applicable to and/or described in the Initial Agreement, as may be amended by us from time to time. Your authority to make the transfer and to issue other directions and instructions shall be conclusively presumed if the security procedures associated with the applicable transmission method are followed.

**5. Transactions Limits; Execution of Wire Transfers.**

5.1 By submitting a wire transfer request, you authorize and instruct us to withdraw the amount of any requested wire transfer, plus any applicable fees and charges, from your designated Deposit Account. Subject to the terms of this Agreement, we will accept and execute a wire transfer received from you that we have authenticated and is in conformity with the security procedures set forth in the Initial Agreement, cut-off times, transaction limits and other requirements as described in this Agreement and any associated exhibits, set-up form(s) and other documentation. We will reject wire transfer orders that would cause your transactions to exceed any daily transaction limit or any daily exposure limit established by us for you. Such daily transaction limit and the daily exposure limit may be modified from time to time upon your request in accordance with our rules and policies. Any change to such limits shall be in our sole discretion.

5.2 You shall, upon our request from time to time, provide us with such financial information and statements and such other documentation as we reasonably determines to be necessary or appropriate showing your financial condition, assets, liabilities, stockholder’s equity, current income and surplus, and such other information regarding your financial condition as we may reasonably request to enable us to evaluate our exposure or risk. Any transaction, exposure or similar limits established by us shall be made in our sole discretion and shall be communicated promptly to you.

5.3 All wire transfers to accounts at other depository institutions are transmitted using the Fedwire funds transfer system owned and operated by the Federal Reserve Bank or via a similar wire transfer system used primarily for funds transfers between financial institutions.

5.4 Each wire transfer must include the following information in addition to any information which we may require for proper identification and security purposes: (i) Deposit Account number from which the funds are to be withdrawn, (ii) amount to be transferred, (iii) name and ABA routing number of the beneficiary's bank, and (iv) account name and account number of the beneficiary. In the event a wire transfer describes an account number for the beneficiary that is in a name other than the designated beneficiary, we may execute the wire transfer to the account number so designated notwithstanding such inconsistency.

5.5 Templates created by you via the Premier Business Connect Service or other instructions for Repetitive Transfers are your sole and exclusive responsibility. You agree to release and hold us harmless from any loss or liability (including reasonable attorney's fees) which you or we may incur after we have executed a Repetitive Transfer, including without limitation, any loss due to your error in creating the Repetitive Transfer template or instruction.

## **6. Time of Execution - Domestic Wires.**

6.1 We will execute each wire transfer request that is authenticated by and in conformity with all security procedures, cut-off times and other requirements set forth herein, on the Business Day received. We may require additional authentication of any wire transfer request. We reserve the right to reject a wire transfer request that cannot be properly authenticated. Cut-off times may be established and changed by us from time to time. Instructions for wire transfers received after such cut-off times may be treated by us for all purposes as having been received on the following Business Day.

6.2 Domestic outgoing wire transfers (U.S.-based receivers) initiated and approved by the cut-off time set forth on a Business Day will be processed that same day if that day is also a Business Day for our correspondent facility and the recipient bank. Outgoing domestic wire transfers initiated and approved after the cut-off time set forth in **Schedule A** will be processed the next Business Day if that day is also a Business Day for our correspondent facility and the recipient bank.

6.3 We may handle wire transfers received from you in any order convenient to us, regardless of the order in which they are received. If more than one wire transfer request is made at or about the same time and the Available Funds in the applicable Account do not cover all of such orders or requests, we may at our option execute as many of such orders or requests as possible within the dollar limits of such Available Funds in any order convenient to us.

## **7. International Wires.**

7.1 International wire transfers (non-U.S. receivers) of U.S. currency initiated and approved by the cut-off time set forth in **Schedule A** on a Business Day will be processed that same day if that day is also a Business Day for our correspondent facility and the recipient bank. Wire transfers initiated and approved after the cut-off time set forth in **Schedule A** for international wire transfers will be processed the next Business Day if that day is also a Business Day for our correspondent facility and the recipient bank. Industry standard delivery times of foreign wire transfers (in most, but not all cases, two (2) Business Days) may be subject to delays based on time-zone issues; the remote location of the recipient bank; cultural differences with respect to holidays and times of observation, etc.; and incorrect or incomplete information being supplied by you.

7.2 We shall send your authorized and authenticated wire transfers to foreign banks through any bank which is a member of our correspondent network. Neither we nor any of our correspondents shall be liable for any errors, delays or defaults in the transfer of any associated messages in connection with such a foreign wire transfer by any means of transmission. Unless otherwise approved by us in our sole discretion, international wire transfers may be made in U.S. currency only.

7.3 We make no guarantee or representation as to the availability of funds at the foreign destination. We make no express or implied warranty as to the time or date the wire transfer will arrive at the receiving bank, the amount of any fees to be charged by the receiving bank or any other correspondent or intermediary financial institution involved in the wire transfer, or the time or date the beneficiary will receive credit for funds.

7.4 You understand and acknowledge that if the named beneficiary does not match the account at the receiving bank, there is a risk the beneficiary may not receive the wired funds. If the transfer is not received or credited in a timely manner, we will follow normal and customary procedures to complete the wire transfer, determine the location of the wired funds and/or return the funds to you. If we are unable to determine that the funds have been credited to the beneficiary's account or have the funds returned, you assume all financial liability or risk of loss for the amount of the wire transfer.

7.5 International wire transfers are subject to any and all applicable regulations and restrictions of U.S. and foreign governments relating to foreign exchange transactions. We have no obligation to accept any international wire transfer(s) directed to or through persons, entities or countries restricted by government regulation or our prior experience with particular countries. To the extent not otherwise prohibited by law, in connection with any international wire transfer(s) involving a transfer to or from any country outside of the U.S., you agree to release and hold us harmless from any loss or liability which you may incur after we have executed the international wire transfer(s), including without limitation, any loss due to failure of a foreign bank or intermediary to deliver the funds to a beneficiary.

## **8. Repetitive Transfers.**

8.1 A Repetitive Transfer is a template-based transfer order that you intend to be made on a recurring, periodic basis to the same beneficiary and the same account at the same beneficiary bank, and for which only the date and dollar amount and any additional optional information vary.

8.2 Upon set-up of a Repetitive Transfer, we will transfer funds from your Deposit Account(s) according to the instructions set forth by and/or for you in the Premier Business Connect Service or any associated exhibits.

8.3 For domestic and international Repetitive Transfers transmitted through the Premier Business Connect Service, Repetitive Transfers must be authorized in accordance with the terms and conditions of the Premier Business Connect Service and related service requirements. You shall be responsible for the creation of all Repetitive Transfer templates. We shall not be liable for any error in your set-up or creation of any template.

8.4 Modifications or deletions of Repetitive Transfers that were established via the Premier Business Connect Service must be modified or deleted by you via the Premier Business Connect Service prior to your desired effective date of the change or deletion and/or in accordance with the requirements set forth within the Premier Business Connect Service.

**9. Cancellation and Amendment of a Wire.** You may request that we attempt to cancel or amend a wire transfer request previously received from you. If a cancellation or amendment request is received by us before the wire transfer is executed and with sufficient time to afford us an opportunity to act upon your request, we may, on our own initiative but without obligation, make a good faith effort to act upon such request. In the event your cancellation or amendment request is received after execution or without sufficient notice for us to act on your wire transfer request, we will attempt to have the wire transfer returned. Notwithstanding the foregoing, we shall have no liability for the failure to effect a cancellation or amendment, and we make no representation or warranty regarding our ability to amend or cancel a wire transfer. You agree to indemnify us against any loss, liability or expense (including reasonable attorney's fees) which we incur as a result of the request to cancel or amend a wire transfer and the actions we takes pursuant to such request.

**10. Notice of Rejection or Return.** We shall have no liability for wire transfers sent by us as directed by you which cannot be completed or which are returned due to incorrect information furnished by you. You are required to fully complete beneficiary name and address, as beneficiary bank may elect to return an otherwise valid wire transfer for incomplete beneficiary information. We may reject or impose conditions that must be satisfied before we will accept your instructions for any wire transfer, in our sole discretion, including, but not limited, to if there are insufficient Available Funds on deposit with us for the specified Deposit Account, if the transfer order that does not comply with the security procedures, if there is any inconsistency between a transfer order and information previously supplied to us, if we are unable to obtain confirmation of such transfer order satisfactory to us, if we believe that the wire transfer may not have in fact been authorized, or if we have other reasonable grounds not to honor the payment order. A wire transfer may also be rejected by an intermediary or beneficiary bank other than us, or by operation of law. If a wire transfer is rejected, we will endeavor to notify you promptly. If you wish to elect a method of notification other than the method set forth above, you must obtain our prior agreement thereto in writing. Upon rejection or return, we shall have no further obligation to act upon a wire transfer, nor shall we have any liability to you due to rejection by another person in the wire transfer process, or the fact that notice was not given or was not given at an earlier time, or within any specified time of receipt, acceptance, execution or payment of any wire transfer.

**11. Security Procedures.**

11.1 You shall comply with the security procedures described in the Initial Agreement and as applicable with respect to wire transfers sent by you to us. You acknowledge and agree that the security procedure requirements described in the Initial Agreement are a commercially reasonable method of providing security against unauthorized wire transfers, and that we shall be deemed to have acted in good faith so long as it complies with such security procedure requirements. We acknowledge that the purpose of such security procedures is to attempt to verify the authenticity of wire transfers sent by you and not to detect errors in the transmission or content of wire transfer. No security practice or procedure for the detection of any such error has been agreed upon between you and us.

11.2 You are strictly responsible for establishing and maintaining your own appropriate and commercially reasonable security procedures to safeguard against the unauthorized transmission of wire transfers to us. You shall prevent and safeguard against unauthorized transmissions, disclosures and access to security-related items, including information associated with the transmittal of wire transfers, such as security procedures, instructions, passwords and user identifications, and systems and equipment that interface with, connect to or allow access to us, our information, systems and equipment (hereinafter referred to collectively as “Security-Related Items”). You shall establish, maintain and enforce your own commercially reasonable security practices, techniques and procedures with respect to access to, storage and maintenance of Security-Related Items to safeguard against unauthorized transmissions and unauthorized access to Security-Related Items. Such practices, techniques and procedures shall be no less than the security-related requirements set forth in the Initial Agreement.

11.3 You warrant that no individual will be allowed to initiate transfers without proper supervision and safeguards, and agree to take reasonable steps to maintain the confidentiality of the security procedures and any passwords, codes, security devices and related instructions provided by us in connection with the security procedures described in the Initial Agreement and to restrict access thereto to your employees trusted with the duty to transmit Entries to us. If you suspect, know, believe or have reason to believe that any such information or instructions have been known or otherwise accessed by unauthorized persons, you agree to immediately notify us by phone, followed by written confirmation. The occurrence of unauthorized access shall not affect any transfers made in good faith by us prior to receipt of such notice and within a reasonable time period after notice is received to allow sufficient time for us to respond to such notice.

11.4 We may, from time to time, propose modified, additional or enhanced security procedures for use with the Wire Service. You understand and agree that if it declines to use any such modified, additional or enhanced security procedures, you will be liable for any losses that would have been prevented by such security procedures. Notwithstanding anything to the contrary contained in this Agreement, if we believe immediate action is required for our security or the security of your funds, we may initiate modified, additional or enhanced security procedures immediately and provide prompt subsequent notice thereof to you.

## **12. Compliance with Security Procedures.**

12.1 If a wire transfer (or a request for cancellation or amendment of a wire transfer) received by us was sent in accordance with the security procedures described in the Initial Agreement and thereby purports to have been transmitted or authorized by you, it shall be deemed effective as your wire transfer (or request), even if the wire transfer (or request) was not authorized by you. If we accepted the wire transfer (a) in compliance with the security procedures referred to in the Initial Agreement with respect to such wire transfer, (b) in compliance with any of your written agreement or instruction restricting acceptance of wire transfer issued in your name, and (c) in good faith, then you shall be obligated to pay us the amount of such wire transfer. If signature comparison is to be used as a part of a security procedure, we shall be deemed to have complied with that part of such procedures if it compares the signature received for a wire request or for a request for cancellation or amendment of a wire transfer with the signature of you or your Authorized User as set forth in Premier Business Connect Service Application submitted to us and, on the basis of such comparison, believes the signature to be that of you or such Authorized User.

12.2 If a wire transfer (or a request for cancellation or amendment of a wire transfer) received by us was actually sent or authorized by you, you shall pay us the amount of any such wire transfer, whether or not we complied with the security procedures described in the Initial Agreement and whether or not that wire transfer was erroneous in any respect or that any such error would have been detected if we had complied with the security procedures.

**13. Accuracy; Inconsistency of Receiving Beneficiary Name and Account Number.** In submitting any wire request or related instructions, you shall be responsible for providing all necessary information required by us. Our Wire Service is only designed to respond to information provided by you. Accordingly, any inaccuracy in any information provided by you may result in an unintended transfer of funds. We bear no responsibility and shall not be liable to you for any information provided by you in a wire request or related instructions that is inaccurate, incomplete or otherwise incorrect. We shall be entitled to rely upon the numbers supplied by you to identify banks, beneficiaries and other parties to the wire transfer, even if those numbers disagree or are inconsistent with the names of those parties as provided by you. We and any other receiving financial institution shall have no obligation to determine whether a name and number identify the same person or institution. You acknowledge that payment of a wire request or related instructions may be made by the beneficiary's bank on the basis of an identifying or bank account number even if it identifies a person different from the named beneficiary.

## **14. Payment; Authorization to Charge Account.**

14.1 You will compensate us for the Wire Service as provided in our Fee Schedule. In connection with each wire transfer, you shall also pay our online wire transfer fee as may be in effect at the time of such transfer. We shall be authorized to deduct its fees hereunder from any of your Deposit Accounts.

14.2 You agree to pay us the amount of each transfer order received from you on the Business Day that we execute said order or at such other time as we may determine. We may, without prior notice or demand, obtain payment of such amount by debiting the Deposit Account designated or, in the event there are not sufficient Available Funds in the Deposit Account, debiting any other Deposit Account or crediting any line of credit that you maintain with us, in our sole and exclusive discretion. You agree to at

all times maintain a balance of Available Funds in your designated Deposit Account sufficient to cover payment of your obligations under this Agreement.

**15. Advices and Statements.** All wire transfers accepted by us (including wire transfers sent or received on your behalf) will be reflected on your Premier Business Connect Service daily history and/or on the periodic Deposit Account statement issued by us with respect to the Deposit Account(s) to or from which your wire transfer was made. You agree to check the daily history of the Deposit Account(s) on the day after the processing date and to notify us immediately of any discrepancies between your records and the daily history but in any event within thirty (30) calendar days of us sending the daily history. You also agree to notify us promptly, but in any event within thirty (30) calendar days of our sending a periodic statement, of any discrepancy between your records and the information shown on the periodic statement for the Account(s). If you fail to notify us of any such discrepancy as required by this paragraph, you agree that our liability for any of your losses with respect to a wire transfer shown on the daily history or periodic statement shall be limited as set forth in this Agreement.

**16. Refunds.** In the event that a beneficiary does not receive payment for the wire transfer and you are entitled to a refund, upon our receipt of the returned funds, we will refund the amount to you less any expenses associated with the recovery. We will notify you of such a refund by telephone or in writing, in its discretion, as soon as reasonably practical.

**17. Use of Correspondent Accounts.** A wire transfer may be executed through any one, or a series of, correspondent banks of the beneficiary's bank and of us in a manner deemed most appropriate and effective by us or by any other bank participating in the wire transfer.

**18. Bank Reliance; Authentication.**

18.1 We shall be entitled to rely in good faith on communications we receive as being given or sent by an Authorized User and as being genuine and correct when made in accordance with this Agreement. We shall not be liable to you for the consequences of such reliance.

18.2 **WE MAY TAKE SUCH ADDITIONAL STEPS AND IMPLEMENT SUCH PROCEDURES AS WE MAY DEEM APPROPRIATE TO VERIFY THE AUTHENTICITY OF ANY WIRE TRANSFER. WE MAY DELAY THE EXECUTION OF ANY WIRE TRANSFER PENDING COMPLETION OF A CALL-BACK OR RECEIPT OF ANOTHER FORM OF VERIFICATION WHICH IS SATISFACTORY TO US. IF WE ARE UNABLE TO OBTAIN SATISFACTORY VERIFICATION, WE, IN OUR SOLE DISCRETION, MAY REFUSE TO EXECUTE ANY WIRE TRANSFER.** In no event shall we be liable for any delay in executing a wire transfer or for failure to execute a wire transfer due to the absence of satisfactory verification.

18.3 Wire transfer transactions are subject to all the foregoing and all regulations governing electronic transactions, including but not limited to Article 4A of the UCC.

**19. Bank Responsibilities; Limitations on Liability; Indemnity; Disclaimer of Warranties.**

19.1 In the performance of the Wire Service addressed by this Agreement, we shall be entitled to rely solely on the information, representations, and warranties provided by you pursuant to this Agreement, and shall not be responsible for the accuracy or completeness thereof. We shall be responsible only for performing the Wire Service as expressly provided for in this Agreement. We shall not be responsible for your acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal or authorization of any instruction or transaction received from you or through your Access Devices) or those of any other person, including without limitation any Federal Reserve Financial Institution or transmission or communications facility, and no such person shall be deemed our agent. You agree to indemnify and defend us against any loss, liability or expense (including reasonable attorney's fees

and expenses) resulting from or arising out of any claim of any person that we are responsible for any act or omission of Customer or any other person described in this **Section 19**.

19.2 Except to the extent otherwise required by law, our liability in connection with the Wire Service will be limited to actual damages sustained by you and only to the extent such damages are a direct result of our gross negligence or willful misconduct in performing the Wire Service. In no event shall we be liable for any consequential, special, incidental, punitive or indirect loss or damage that you may incur or suffer in connection with this Agreement, whether or not the likelihood of such damages was known or contemplated by us and regardless of the legal or equitable theory of liability that you may assert, including, without limitation, loss or damage from loss of business, profits or subsequent wrongful dishonor resulting from our acts or omissions pursuant to this Agreement. Except to the extent otherwise provided by law or this Agreement, our aggregate liability to you for all losses, damages, and expenses incurred in connection with any single claim or group of related claims under this Agreement shall not exceed an amount equal to the monthly billing to you for the Wire Service over the six (6) month-period immediately preceding the date on which the damage or injury giving rise to such claim is alleged to have occurred. This Agreement is only between you and us, and we shall have no liability hereunder to any third party.

19.3 Notwithstanding the foregoing, if you incur a loss pursuant to a transaction which you have properly processed through the Wire Service, due to our gross negligence or willful misconduct in the handling of such transaction, we will be responsible for returning any improperly transferred funds, with interest at the rate paid by us at such time on statement savings accounts, from the date of such error to, but not including, the date such funds are returned to the account from which the funds were withdrawn and for directing to the proper recipient any payments or transfers that were previously misdirected or not completed. **RE-CREDITING OF YOUR ACCOUNT AND RE-DIRECTING OF PAYMENTS AND TRANSFERS, AND INTEREST ONLY AS PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, SHALL CONSTITUTE OUR ENTIRE LIABILITY FOR INCOMPLETE OR INCORRECT PAYMENTS OR TRANSFERS, AND YOU AGREE THAT YOU SHALL NOT BE ENTITLED TO ANY OTHER RECOVERY OR RELIEF.** At our option, payment of such interest may be made by crediting an Account of Customer with us.

19.4 You acknowledge and agree that our provision of the Wire Service hereunder may be interrupted from time to time. Without limiting the generality of the foregoing, we shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment or software error or malfunction, war, acts of terrorism, emergency conditions or other circumstances beyond our reasonable control. From time to time we may need to temporarily suspend the Service or the processing of a transaction for greater scrutiny or verification, including, but not limited to, suspending processing to review for suspected fraudulent activity, verification that Available Funds are sufficient as well as fully collected and valid, or for OFAC compliance in accordance with applicable OFAC guidance, and we shall be excused if this action causes delay in the settlement and/or availability of the transaction. In addition, we shall be excused from failing to transmit or delay in transmitting a payment, transfer or other use of the Wire Service (i) if, in our reasonable judgment, processing a payment, transfer or other use of the Service would violate or contribute to the violation of any present or future risk control program of the Federal Reserve or any applicable rule, law, regulation, or regulatory requirement; (ii) if we reasonably suspect that a transaction involves fraudulent activity or that Available Funds will not ultimately be sufficient to cover a transaction, or (iii) if processing a payment, transfer or other use of the Wire Service, in our sole discretion, would cause us to engage in an unsafe or unsound practice.

19.5 **EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, YOU EXPRESSLY AGREE THAT USE OF THE WIRE SERVICE IS AT YOUR SOLE RISK, AND THE WIRE SERVICE IS PROVIDED "AS IS," AND WE AND OUR AGENTS DO NOT MAKE, AND EXPRESSLY DISCLAIM ANY, WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE**



WIRE SERVICE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, WITHOUT BREACHES OF SECURITY OR WITHOUT DELAYS. IN THOSE STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, OUR LIABILITY AND THE LIABILITY OF OUR SERVICE PROVIDERS AND AGENTS IS LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY LAW.

**20. Amendments.** From time to time we may amend the terms of this Agreement, including without limitation, any cut-off time, any Business Day, and any part of schedules attached hereto. Except as expressly provided otherwise in this Agreement or applicable law, any such changes generally will be effective immediately upon notice to you as described in the Initial Agreement. You will be deemed to accept any such changes if you access or use any of the Wire Service after the date on which the change becomes effective. You will remain obligated under this Agreement, including without limitation, being obligated to pay all amounts owing hereunder, even if we amend this Agreement. Notwithstanding anything to the contrary in this Agreement, if we believe immediate action is required for our security or the security of your funds, we may immediately initiate changes to any security procedures and provide prompt subsequent notice thereof to you.

**21. Notices; Instructions.**

21.1 Except as otherwise expressly provided herein, we shall not be required to act upon any notice or instruction received from you or any other person, or to provide any notice or advice to you or any other person with respect to any matter.

21.2 We shall be entitled to rely on any written notice or other written communication associated with the Service that we believe in good faith to be genuine and to have been signed by an Authorized Representative or your Authorized User, and any such communication shall be deemed to have been signed by such person. The names and signatures of Authorized Users are set forth the Premier Business Connect Service Application. You may add or remove any Authorized User by written notice to us signed by the Authorized Representative or the officer that completed the Premier Business Connect Service Application or as otherwise required by us. Such notice shall be effective on the second business day following the day of our receipt thereof.

21.3 Except as otherwise expressly provided herein, any written notice or other written communication required or permitted to be given under this Agreement by you to us shall be delivered, or sent by United States registered or certified mail, postage prepaid, or by express carrier, and addressed to:

COMMUNITY BANK, N.A.  
Attention: Customer Care Center  
1 Tallman Road  
Canton, NY 13617  
Phone: 866-764-8638

21.4 You authorize us to, and you agree that we may, send any notice or communication that we are required or permitted to give to you under this Agreement, including but not limited to notice of any change to the Wire Service or this Agreement, to your business mailing address or your business e-mail address as it appears on our records, or electronically by posting the notice on our website when you use the Wire Service with and transmits wire requests or related instructions via the Premier Business Connect Service, on an Account statement or via facsimile, and that any such notice or communication will be effective and deemed delivered when provided to you in such a manner. You agree to notify Bank promptly

about any change in your business mailing or business email address or other contact information and acknowledge and agree that no such change will be effective until we have had a reasonable opportunity to act upon such notice. You agree that we may consider any such notice or communication as being given to all account owners when such notice or communication is given to any one account owner.

**22. Cooperation in Loss Recovery Efforts.** In the event of any damages for which you or we may be liable to each other or to a third party pursuant to the services provided under this Agreement, you and we shall undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

**23. Data Breaches.** You agree that you will adopt and implement your own commercially reasonable policies, procedures and systems to provide security as to the information being transmitted and to receive, store, transmit and destroy data or information in a secure manner to prevent loss, theft or unauthorized access to data or information (“Data Breaches”). You agree to promptly investigate any suspected Data Breaches and monitor your systems regularly for unauthorized intrusions. You will provide prompt and accurate notification to us by calling the Electronic Banking Department with regard to any Data Breaches when known or reasonably suspected by you, and will take all reasonable measures, which may include, without limitation, retaining computer forensic experts, to determine the scope of any data or transactions affected by any Data Breaches, providing all such determinations to us.

**24. Compliance.** You shall comply with all applicable laws, rules and regulations in connection with the Wire Service. You agree to be bound by such rules, and agree not to initiate or receive a wire transfer request or related instruction in violation of international, federal, state and local laws and regulations including, without limitation, the regulations promulgated by the Office of Foreign Asset Control (“OFAC”). To the extent permissible under applicable law, you shall be responsible for and shall fully indemnify us for any and all fines, assessments and reasonable attorney’s fees incurred by or imposed on us as a result of any infraction or violation of such rules caused by or attributable to you.

**25. Governing Law.** Any claim, controversy or dispute arising under or related to this Agreement shall be governed by and interpreted in accordance with federal law and, to the extent not preempted or inconsistent therewith, by the laws of the State of New York without regard to its choice of law provisions.

**26. Severability.** In the event that any provision of this Agreement shall be determined to be invalid, void, illegal or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and the invalid, void, illegal or unenforceable term shall be amended such that it is valid and enforceable to the fullest extent permitted by law.

**27. Amendments.** From time to time we may amend the terms of this Addendum or **Schedule A** including without limitation, any cut-off time, any Business Day, and any part of schedules attached hereto. Except as expressly provided otherwise in this Addendum or applicable law, any such changes generally will be effective immediately upon notice to you as described in the Premier Business Connect User and Access Agreement. You will be deemed to accept any such changes if you access or use any of the Services after the date on which the change becomes effective. You will remain obligated under this Addendum, including without limitation, being obligated to pay all amounts owing hereunder, even if we amend this Addendum. Notwithstanding anything to the contrary in this Addendum, if we believe immediate action is required for our security or the security of your funds, we may immediately initiate changes to any security procedures and provide prompt subsequent notice thereof to you.

## **28. Termination.**

28.1 This Addendum shall continue in effect until terminated by either party with ten (10) calendar days' prior written notice to the other.

28.2 Notwithstanding the foregoing, we may, without prior notice, terminate this Addendum (and terminate or suspend any transaction or the Wire Service as set forth in Section 18.4) (i) if you or the Bank closes any Account established in connection with the Wire Service, (ii) if we determine that you have failed to maintain a financial condition deemed reasonably satisfactory to us to minimize any credit or other risks to the Bank in providing the Wire Service to you, including the commencement of a voluntary or involuntary proceeding under the United States Bankruptcy Code or other statute or regulation relating to bankruptcy or relief of debtors, (iii) if we suspect fraudulent activity or for other security reasons, (iv) in the event of a material breach or default in the performance or observance of any term, or breach of any representation or warranty contained herein by you, (v) in the event of material default by you in the payment of any sum owed by you to the Bank hereunder or under any note or other agreement, (vi) if there has been a seizure, attachment, or garnishment of your deposit accounts, assets or properties or (vii) if we, in our sole discretion, believes that the continued provision of the Services in accordance with the terms of this Addendum would violate federal, state or local laws or regulations, or would subject us to unacceptable risk of loss.

28.3 Any termination of this Addendum shall not affect any of our rights and you obligations with respect to wire requests or related instructions initiated by you prior to the effective time of such termination, or the payment of your obligations with respect to services performed hereunder by us prior to the effective time of such termination, or any other obligations that survive termination of this Agreement. The provisions of this Addendum that are necessary to give effect to the purposes of this Addendum shall survive its termination.

## SCHEDULE A

### PROCESSING SPECIFICATIONS

#### Delivery Deadlines / Cut-Off Times:

- A. Same-day domestic outgoing wire transfers (U.S.-based receivers) must be initiated and approved by 3:30 p.m. ET on a Business Day to be processed that same day if that day is also a Business Day for Bank's correspondent facility and the recipient bank.

Outgoing domestic wire transfers initiated and approved after 3:30 p.m. ET will be processed the next Business Day if that day is also a Business Day for Bank's correspondent facility and the recipient bank.

- B. Same-day international / foreign outgoing wire transfers (U.S.-based receivers) must be initiated and approved by 3:30 p.m. ET on a Business Day to be processed that same day if that day is also a Business Day for Bank's correspondent facility and the recipient bank.

Outgoing international / foreign wire transfers initiated and approved after 3:30 p.m. ET will be processed the next Business Day if that day is also a Business Day for Bank's correspondent facility and the recipient bank.