



Truist Wire Agreement

This Truist Wire Agreement is made by and between Truist Bank (“Bank”) and Client (as defined below). This Agreement shall govern all funds transfers initiated via the following methods or services, according to the terms herein: Corporate Call, Retail PIN, Drawdown Wire, Standing Order Wire, and wires initiated through one of Bank’s treasury management services governed by the Truist Treasury Management Agreement. Each of these methods or services is referred to herein as a “Wire Service”, and any documentation relating to a Wire Service (including but not limited to the Truist Treasury Management Agreement, another service agreement, implementation form, or other document providing service and account elections and details relating to wire transfers to be initiated via the Wire Service) is referred to herein as a “Wire Document”. Client agrees to the terms of this Agreement by executing a Wire Document and/or requesting a Wire Service that is subject to the terms of this Agreement. Any wire initiated through a Wire Service shall be subject to the terms of this Agreement as well as the terms of the applicable Wire Document. The terms of Bank’s Bank Services Agreement (“BSA”) or Commercial Bank Services agreement (“CBSA”), as applicable to the Account used for wire initiation, are incorporated into this Agreement by reference, and shall apply to each wire initiated through a Wire Service and any claims or disputes that arise out of this Agreement, including but not limited to BSA or CBSA provisions regarding the mutual arbitration agreement, jury trial and litigation class action waiver, duty of care, costs, expenses, fees, applicable law, and jurisdiction. In the event of a conflict between the CBSA or BSA and this Agreement, the terms of this Agreement shall control.

1. Definitions. The following are defined terms:

- a. “Account” means the account(s) designated by Client on a Wire Document(s) to be used as the source of payment for Payment Orders.
- b. “Authorized Sender” means a person designated by Client on a Wire Document, and any user entitled by an administrator or otherwise within the Wire Service, who is authorized to initiate, submit and/or verify Payment Orders and Instructions to Bank. The term Authorized Sender when used herein includes “Authorized Representatives” designated on a Corporate Call or Retail PIN Wire Service Details and Authorized Representatives agreement.
- c. “Confirmation” means any notice (oral, written, electronic, or otherwise) informing Client of the date and amount of each Transfer to or from an Account.
- d. “Client” means the individual or entity that has executed a Wire Document and will use one or more or Wire Services for wire initiation that is governed by this Agreement.
- e. “Instructions” means the Transfer related directions given by an Authorized Sender to Bank, including amendments or cancellations of Payment Orders. Instructions will be provided pursuant to the terms of the applicable Wire Document.
- f. “Payment Order” means a request (oral, written, or electronic) from an Authorized Sender directing Bank to initiate a Transfer from an Account.
- g. “International Payment Order” means a Payment Order in which the beneficiary’s bank is located outside of the United States.
- h. “Repetitive Transfers” mean Transfers initiated by Payment Orders in which the debit and beneficiary information, designated by Client on its Corporate Call Repetitive agreement or Retail PIN Repetitive agreement, remains constant, but the date and dollar amount vary; Transfers are initiated using a Repetitive Code..
- i. “Standing Order Transfers” mean Transfers made as ordered by Client on a Standing Order Wire agreement, in which the debit and beneficiary information remain constant, and the frequency and amount of the Transfer are according to the instructions on the Standing Order Wire agreement.
- j. “Drawdown Wires” mean Transfers made as ordered and agreed to by Client on a Drawdown Wire agreement, authorizing another institution to transfer funds from Client’s account at the Bank.
- k. “Statement” means Client’s periodic Account statement.
- l. “Transfer” means a transfer of funds by Fedwire, SWIFT, CHIPS, telex, computer terminal, electronic, or other means, but excluding transfers made through the ACH network or Real-Time Payments network.

2. Authorized Sender. Authorized Senders may provide Payment Orders and Instructions to Bank.
3. Client Signature. A Wire Document may be signed manually or electronically according to Bank's instructions. A duplicate or copy of any manually or electronically signed Wire Document delivered to Bank through facsimile or email attachment shall be as effective and enforceable as an original manually signed agreement. A digital, electronic or photostatic image of any such signed Wire Document maintained in Bank's record retention system shall be as effective and enforceable as an original manually signed agreement. Client consents to the use of electronic records and signatures with respect to Client's use of any Wire Service.
4. Form of Instructions. Bank may act upon Payment Orders or Instructions. Any Payment Order or Instruction which does not comply with Bank's procedures or which exceeds the available balance of the funds on deposit in an Account may be canceled from Bank's wire system without notice to Client or liability to Bank.
 - a. Special Instructions. Client may elect to authorize Repetitive Transfers for Retail PIN Wire Service by executing a Retail PIN Repetitive agreement, or for Corporate Call Wire Service by executing a Corporate Call Repetitive agreement. Bank's assignment of a Repetitive Code for Repetitive Transfers is not a security procedure as such term is used herein. Client may also elect to authorize a Standing Order Transfer by executing a Standing Order Wire agreement. Client may make arrangement with another financial institution to debit an Account by means of a drawdown instruction by executing a Drawdown Wire agreement. Bank shall be under no obligation to comply with any drawdown request or make any transfer which would exceed the balance of available fund on the deposit in the Account. Client agrees that any drawdown request must be received by Bank prior to Bank's established cut-off time; drawdown requests received after that time may be refused.
 - b. Electronic Instructions. If Bank accepts Client's election to initiate Payment Orders and Instructions from Client's electronic access system, Client shall be responsible for the security and confidentiality of Client's system and for the accuracy and completeness of any data received by Bank.
5. Processing Transfers. Bank may select any means for the transmission of funds which it considers suitable, including but not limited to Bank's own internal systems. Bank may use any of its domestic or foreign correspondent banks to facilitate or effect payment. Bank may also substitute or insert a routing number of an intermediary or beneficiary bank provided by Client in a Payment Order, if such substitution is necessary for the means of transmission used, provided that the substituted or inserted routing number identifies the same intermediary or beneficiary bank included in the Payment Order.

Bank may, in its sole discretion, verify or authenticate any Payment Order or Instruction by contacting Client by telephone or by any other means deemed reasonable by Bank, but Bank is under no obligation to do so. If Bank is unable to verify or authenticate a Payment Order or Instruction, it is within the Bank's sole discretion to either effect or refuse such Payment Order or Instruction.

Bank may cancel the Transfer without notice or liability to Client if (i) the request does not comply with Bank's procedures, (ii) Bank reasonably believes the transfer is prohibited by applicable law, (iii) the Transfer exceeds the available balance of funds in the Account, (iv) Bank attempts to verify a Payment Order and is unable to do so, or (v) as otherwise provided in this Agreement.
6. Funding Obligations. Client is responsible for ensuring that there are sufficient collected and available funds in the Account to satisfy all Payment Orders and other debits which may be presented on a given day. Bank may handle Client's Payment Orders with other debits for the day in any order chosen by Bank, in Bank's sole discretion. If funds are insufficient to cover all debits, this may result in rejection or cancellation of the Payment Order, delay in execution until sufficient funds are available, or the creation or increase of an overdraft in the Account.
7. Confirmations and Duty to Report Errors. The date and amount of each Transfer are described on the applicable Statement. Bank may also deliver Confirmations to Client in writing, electronically, or by a report produced by one of Bank's information reporting services, and/or as otherwise described in the applicable Wire Document. Bank will not deliver next day notice of receipt of incoming Transfers. Client shall examine upon receipt, but in no event later than 30 days after receipt, any Statement or Confirmation (whichever first occurs) and notify Bank of errors or discrepancies in connection with a Transfer shown on the Statement or Confirmation. Failure to notify Bank of any error within such 30 day time period shall relieve Bank of all liability for the any unauthorized or erroneous Transfers reflected in such Statement or Confirmation.
8. Corporate Call and Retail PIN Wire Services. Corporate Call and Retail PIN Wire Services are funds transfer services that are available through the use of a phone to an interactive voice response (IVR) solution. Corporate Call is offered to business Accounts, and Retail PIN is offered to consumer Accounts. The terms of the applicable Wire Document(s) for Corporate Call or Retail PIN govern the use of the service in addition to the terms of this Agreement.

9. Amendment or Cancellation of Payment Orders. Any Instruction canceling or amending a Payment Order is not effective unless Bank has received such Instruction at a time and in a manner affording Bank a reasonable opportunity to act before processing the Transfer. Client may not be able to cancel or amend a Transfer after it is processed by Bank. However, Bank may, at its discretion, use reasonable efforts to act on an Instruction for cancellation or amendment. If Client requests that Bank attempt to recover a Transfer, Client may be required to deposit funds with Bank or provide other payment assurances that are satisfactory to Bank to cover the cost, expense, charges, and/or attorneys' fees incurred by Bank in its recovery attempt, and Client agrees to indemnify and hold Bank harmless from any and all liabilities, costs and expenses Bank may incur in attempting to recall or amend a processed Transfer. Bank's attempt to recover funds shall not be an acceptance of responsibility for the completed Transfer. Bank does not guarantee the recovery of all or any part of a Transfer, and any expenses of Bank or its correspondent bank relating to the recall or return of funds shall be deducted from the amount of the returned funds. In the event Bank receives the return of funds in a currency other than U.S. Dollars, the funds will be converted by Bank into U.S. Dollars at Bank's current buying rate for that currency on the date of return. Bank shall not be liable for any resulting exchange losses.
10. Deadlines. Bank maintains deadlines for the receipt of Payment Orders and Instructions, including cancellations and amendments, and such deadlines are subject to change at the sole discretion of Bank. Payment Orders and Instructions received after the deadline shall be treated as received on the next banking day. Bank may, in its sole discretion, execute Payment Orders received after the deadline on that same banking day only as an accommodation to Client.
11. Security Procedures. The security procedures Bank offers to Client are designed to control access to the Wire Services and verify the authenticity of instructions provided to Bank. The security procedures are not designed to detect errors in the content of Payment Orders or Instructions transmitted to Bank, including but not limited to intended account numbers of Client, account numbers not belonging to the name of recipient, and erroneous or fraudulent instructions provided to Client by another party. The security procedures for Wire Services are described below. Client agrees that use of the applicable Wire Service constitutes acceptance of the below security procedures, and agrees that the security procedures are commercially reasonable for Client's use of the Wire Service, including the size, type and frequency of any possible Transfers that may be initiated from an Account that is associated with the Wire Service now or in the future. Client agrees to be bound by, and Bank is authorized to rely and act upon, all Payment Orders accepted by Bank in good faith and in compliance with the applicable security procedures, whether or not Client (or a user, administrator, or Authorized Sender of Client) actually gave Bank those instructions. Client agrees to comply with additional security procedures that may be implemented by Bank for a particular Wire Service from time to time.

Client is responsible for controlling access to and maintaining the confidentiality of the details related to the security procedures and Client must immediately report to Bank as soon as Client becomes aware of any (i) suspected breach of that confidentiality, (ii) compromise of any security procedure, or (iii) need to revoke any access credentials or authorization codes. Client's failure to control access to and maintain confidentiality of the security procedures, or failure to notify Bank as required herein, may result in improper use of the security procedures to initiate or access a Wire Service or initiate Transfers. Subject to applicable law, Client shall be responsible for any transaction or losses relating to access to a Wire Service resulting from such improper use of security procedures, provided Bank has complied with its obligations herein, and Client agrees that Bank shall have no liability for any loss, claim or damage Client sustains as a result of the improper use of the security procedures.

- a. Security Procedures for Transfers initiated via a Treasury Management Service. For Transfers initiated via a treasury management service governed by the Truist Treasury Management Agreement, the security procedures applicable to logging on to/accessing the service (such as valid access credentials and/or authorization codes or tokens), as well as security procedures applicable to wire transactions within the service (such as dual approval and/or authorization codes or tokens required to release a transaction for processing) apply to Transfers initiated via that treasury management service.
- b. Security Procedures Applicable to Corporate Call and Retail PIN. Transfers initiated via Corporate Call or Retail PIN Client require the following verification elements: items (i), (ii), (iii) and if required by Bank in Bank's discretion or by Client per elections made within the applicable Wire Document, item (iv).
 - i. Profile ID – 6-digit numerical ID emailed to Client's Authorized Representatives by Bank,
 - ii. Personal Identification Number (PIN) - assigned by Bank's system to Client (temporary PIN will be sent via U.S. Mail to each Authorized Representative; the PIN must be activated and changed to a confidential PIN within 90 days after receipt),
 - iii. Dynamic Passcode via Mobile Phone only – one-time verification passcodes, and
 - iv. Wire Verification via Telephone Call Back – by Client to Bank may be required.

If the Dynamic Passcode delivery method selected is mobile phone, applicable to US dialing only, then one SMS message containing a dynamic passcode is sent per Payment Order. Client may call 800-774-8179 for additional information or help with the mobile phone Dynamic Passcode delivery option, including to obtain instructions to stop enrollment in SMS messages. SMS fees may apply.

12. Recording. Client consents to Bank recording telephone calls, including, without limitation, Payment Orders and Instructions. Client assumes the responsibility for obtaining the consent of the Authorized Senders for these recordings. The recordings made shall be conclusive confirmation of Payment Orders and Instructions. Client acknowledges that not all calls will be recorded.
13. International Transfers. If the amount transferred is of a currency other than that of the country to which it is transferred, it shall be payable to the payee (beneficiary) in the currency of the specified country at the then buying rate, unless the payee arranges otherwise with the paying bank and/or deposit bank and pays all its charges in connection therewith.
 - a. For International Transfers (Remittance Transfers) From a Consumer Account. Bank may in its discretion decline to comply with Client's request to use a particular intermediary or pay through bank and may substitute a correspondent bank of Bank's choosing. Client may cancel a transfer for a full refund within 30 minutes of payment for the Transfer, provided that the Instruction to cancel enables Bank to identify the sender's name and address or telephone number and the particular transfer to be canceled, and the transferred funds have not been picked up by the recipient or deposited into an account of the recipient. Other than this thirty-minute right of cancellation, Client may not be able to recall or amend a Transfer after it is processed by Bank and other applicable provisions of this Section shall apply. If Client believes there is an error with respect to the Transfer, Client must notify Bank (by calling 844-4TRUIST / 844-487-8478) within 180 days of the Availability Date set forth on the receipt provided to Client. Failure to notify Bank within the 180-day time period shall relieve Bank of all liability for the Transfer. Client can also contact Bank for a written explanation of Client's rights.
 - b. For International Transfers From a Non-Consumer Account. Bank or any correspondent or intermediary bank reserves the right to convert the amount of any Transfer to a local (generally beneficiary's country) currency prior to executing the Transfer. In the event Client designates an Intermediary Bank in Client's Payment Order, Bank will first send the Transfer to Bank's correspondent bank, and such correspondent bank will then route the Transfer to Client's designated Intermediary Bank. Bank may not offer foreign currency Payment Orders in a particular foreign currency, at Bank's discretion.
 - c. Foreign Currency Conversion Opt Out. If an Opt Out election is not made for an Account per an applicable Wire Document, Bank reserves the right, at its option to convert or instruct Bank's correspondent (a bank with which Truist has a relationship for the purpose of sending international wires) to convert any U.S. Dollar-denominated international Payment Order from the Account to the currency of the country in which the beneficiary's bank is located. If the Opt Out election is made for an Account, international Transfers initiated from the Account will be sent by Bank in the currency specified in Client's Payment Order (but note that funds may be converted to another currency by a subsequent intermediary bank or the beneficiary bank). If Client does not specify a currency for international Payment Orders, the Transfer will be processed in U.S. Dollars. If an Opt Out election is made for an Account, this election will apply to all Transfers from such Account, by any initiation method or channel. If Client desires to ensure that Bank executes an International Payment Order in a currency other than U.S. Dollars, then Client should denominate that International Payment Order in the desired currency.
 - d. Payment Protection - Bene-deduct (debit) Exemption. It is customary for correspondent banks (banks with which Truist has a relationship for the purpose of sending international Transfers) and/or additional intermediary banks which facilitate the delivery of Transfers to the beneficiary's bank to assess and deduct charges from the principal amount of the Transfer. If Client selects the Exemption for an Account per an applicable Wire Document, Transfers from the Account will be exempt from the deduction of charges by Bank's. However, note that an intermediary bank or the beneficiary's bank may still take a deduction from the payment to the beneficiary, so the Exemption selected for an Account may not prevent all deductions from the payment to the beneficiary. If the Exemption is selected for an Account, it will apply to all Transfers from such Account, by any initiation method or channel.
 - e. Conversion Cap. For foreign currency international Payment Orders that exceed an amount (the "Conversion Cap") set by Bank, Client must obtain a Contract ID before the Transfer can be processed. Contract IDs are offered at Bank's discretion and may not be available for all foreign currency Payment Orders. Client can obtain a Contract ID or request the current Conversion Cap amount by contacting Bank at the following numbers:
 - i. For Retail PIN Wire Service: 844-4TRUIST / 844-487-8478
 - ii. For all other Wire Services: 800-774-8179

14. Name and Account Number Inconsistency; Erroneous Instructions. Client acknowledges and agrees that Client is solely responsible for the accuracy of Payment Orders provided to Bank. If a Payment Order inconsistently describes the beneficiary, beneficiary's bank, or intermediary bank by name and number, payment might be made by the intermediary or beneficiary's bank on the basis of the number even if the number identifies a person or bank other than the named beneficiary or bank. Client shall be responsible for any loss associated with such inconsistency and agrees that its obligation to pay the amount of the Transfer to Bank is not excused in such circumstances.
15. Liability.
- a. Duty of Reasonable Care. Bank shall exercise good faith and reasonable care in performing the Wire Services. Client shall exercise good faith and reasonable care in observing and maintaining security procedures, in communicating Payment Orders and Instructions to Bank and in reviewing Statements and Confirmations for errors. Client is responsible for ensuring the accuracy of all information contained in a Payment Order, and Bank has no duty whatsoever to verify the accuracy of any Payment Order, nor will Bank be liable for losses or damages arising out of Payment Orders containing inaccurate or incorrect information.
- b. Limitation of Liability. Bank's liability for a Transfer shall be limited to errors or delays in the Transfer per applicable law and Bank shall not be liable in any case for any special, indirect, exemplary, or consequential damages (including lost profits) of any kind. Bank is not responsible for performance failure as a result of an interruption in transfer facilities, labor disputes, power failures, equipment malfunctions, suspension of payment by another bank, errors by another bank, refusal or delay by another bank to accept the Transfer, acts of war or terrorism, regulatory or emergency conditions, fire, earthquake, or other circumstances outside of Bank's control.
- Client will hold Bank harmless: (a) if Bank acts in accordance with Payment Orders and Instructions, including, but not limited to, amendments or cancellations; (b) if Bank attempts to recover funds upon Client's request; (c) for any loss resulting from the unauthorized access to or use of applicable security procedures; or (d) for any matters referenced in this Agreement for which Client has responsibility.
- Except as otherwise required by applicable law, any damages or other compensation due Client resulting from Bank's negligence shall be limited to interest on the funds at issue at the federal funds rate paid by Bank at the close of business on each day the error or delay remains uncorrected; provided, however, if Bank is unable to recover the funds from the transferee who has no claim to all or any portion of the funds erroneously transferred as a result of the Bank's negligence, Bank shall be liable for Client's actual loss, not to exceed the amount of funds which Bank is unable to recover, plus interest at the rate described above.
16. Fees. Client shall pay all fees and charges which Bank may, from time to time, impose for the performance of Wire Services subject to this Agreement. In addition, Client shall reimburse Bank for all out-of-pocket expenses incurred by Bank in effecting Payment Orders and Instructions, including cancellations, amendments and attempted recoveries, and Client shall be responsible for payment of all fees and charges of each correspondent or intermediary bank which facilitates a Transfer or payment. It is customary that such fees and charges are assessed and withheld from the amount of the Transfer or if assessed to Bank, passed on to Client. Client hereby authorizes Bank to instruct any correspondent or intermediary bank to obtain payment of its charges by withholding such charges from the amount of the Transfer.
17. Notices. For Wire Services subject to the Truist Treasury Management Agreement, notices shall be provided pursuant to the notice provisions in that agreement. For Standing Order Wire, Drawdown Wire, Corporate Call, and Retail PIN, notices shall be provided pursuant to the notice provisions in the BSA or CBSA, as applicable.
18. Amendment and Termination. This Agreement may be amended by Bank from time to time by prior written notice to Client. Any use of Wire Services subject to this Agreement Client's receipt of the notice shall constitute acceptance of the terms of the amendment. Either party may terminate this Agreement by giving 30 days prior written notice to the other party. Bank may terminate this Agreement immediately, without prior notice to Client, if: (a) the Account(s) has no annual activity or has been closed; or (b) in the good faith opinion of Bank, Client is involved in potentially illegal or unethical business practices or is financially unstable, or the prospect of Client's payment or performance has been impaired.
19. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, successors, and assigns, by merger or otherwise. If any provision of this Agreement shall be declared invalid or unenforceable, said provision shall be ineffective to the extent it is invalid, without in any way affecting the remaining provisions of this Agreement. In addition to the applicable law provisions of the BSA or CBSA, the rights, duties and liabilities of Bank and Client shall be subject to, and Client agrees to comply with, as applicable, federal laws, Federal Reserve Bank operating circulars, Federal Reserve Board regulations, Consumer Financial Protection Board regulations, regulations and requirements of the Clearing House Interbank Payments System (CHIPS) and/or the Society for World Interbank Financial Telecommunication (SWIFT).