



TREASURY MANAGEMENT SERVICES

WIRE TRANSFER SERVICE TERMS

These Wire Transfer Service Terms (the “**Wire Transfer Terms**” or “**Terms**”) set forth the terms under which Customer may authorize and request Prosperity to make electronic transfers of funds from Customer’s Account at Prosperity for credit or payment to another account through Fedwire, SWIFT, TELEX or other electronic funds transfer system, excluding any ACH system (“**Wire Transfers**”), through the Internet Banking Services (the “**Services**” or “**Wire Transfer Services**”). Each instruction by Customer to initiate a Wire Transfer shall be deemed Customer’s Payment Order. The Services are subject to the Treasury Management Services Master Agreement (the “**Master Agreement**”) between Bank and Customer, which, along with all other agreements incorporated into the Master Agreement, are incorporated herein by reference (the Master Agreement together with these Wire Transfer Terms are referred to herein as the “**Agreement**”), and all Applicable Laws. Unless otherwise noted, capitalized terms herein will have the same meaning as in the Master Agreement.

1. IMPLEMENTATION PROCESS. Customer will designate the Account(s) for the Wire Transfer Services in the Documentation as directed by Prosperity (the “**Authorized Accounts**”). Customer will appoint its Administrator(s) and such Administrator(s) will designate Users for the Wire Transfer Services as described in the Master Agreement and the Documentation. Prosperity is entitled to deem any person having knowledge of Customer’s Security Procedures for initiating Payment Orders through the Services to be a User (including any Administrator), and any Payment Order initiated by any such person as having been authorized by Customer.

2. SUBMITTING PAYMENT ORDERS. The methods and formats of submitting Payment Orders will be agreed upon by Prosperity and Customer in the Documentation. Customer agrees to provide all information that Prosperity requires in connection with a Payment Order. Customer will be solely responsible for the accuracy and completeness of each Payment Order and related instructions submitted to Prosperity through the Services, and liable for any errors or omissions therein. Customer is responsible for obtaining any authorization necessary, including under Applicable Laws, for the beneficiary designated in the Payment Order to receive payment by Wire Transfer. Payment Orders received by Prosperity after the applicable cutoff time will be deemed received on the next Business Day. The cutoff time may change from time to time and will either be published by Prosperity on its Treasury Management Services Deadlines Schedule or otherwise made available or communicated to Customer, including in the Documentation.

3. PROCESSING PAYMENT ORDERS. All Payment Orders are subject to Prosperity's procedures and requirements, including the applicable cutoff times and the requirement that each Payment Order must contain all required information and be received in the format and through the method agreed by the parties. If required by Prosperity, Customer agrees to pay Prosperity for the amount of the Payment Order prior to execution, including any applicable fees. Prosperity will make reasonable efforts to notify Customer by email or otherwise after any Payment Order has been executed, if Customer has previously made a standing request for such notifications in writing as Prosperity directs within a reasonable time prior to Customer submitting the Payment Order. Customer may make such standing request or terminate an existing standing request at any time. In the event of an inconsistency between the name and account number or identifying number in a Payment Order, Prosperity may execute such Payment Order based solely on the account number or other identifying number, and Customer will be responsible for any Losses incurred as a result of such inconsistency. If Prosperity receives or processes more than one Payment Order payable from the Authorized Account or such Account is subject to additional payments or activity on any Business Day, Prosperity is entitled to debit the Authorized Account for such Payment Order(s) and other activity in the order determined by Prosperity in its sole discretion.

In executing any Payment Order, Customer authorizes Prosperity to use any electronic funds transfer systems, communication systems, correspondent banks, intermediary banks or agents selected by Prosperity in its sole discretion (each, a "**Processor**"). Customer agrees that any Processor will be deemed to be Customer's agent, and Prosperity will not be liable for the errors, delays or failures of any Processor in executing Customer's Payment Orders nor will any Processor be deemed to be Prosperity's Service Provider.

4. RIGHT TO REJECT PAYMENT ORDERS. In its sole discretion, Prosperity may reject or delay any Payment Order for any reason, including when: (a) the Authorized Account does not contain sufficient Collected Funds to cover the Payment Order, (b) the Payment Order does not comply with these Service Terms or any other terms of the Agreement, (c) executing the Payment Order may violate Applicable Laws or create an unacceptable risk of loss for Prosperity, (d) Prosperity believes in good faith that the Payment Order is fraudulent, inauthentic or incorrect, or would be returned for any reason under Applicable Law, including due to the payment system rules of the receiving country for Foreign Wire Transfers. Prosperity will not be liable for any Losses incurred by Customer as a result of Prosperity's refusal to accept a Payment Order. If a Payment Order is rejected by Bank or by any electronic funds transfer system, Prosperity will not resubmit the Payment Order and it will be Customer's obligation to resubmit the Payment Order to Prosperity if desired. Customer can view the status of any Payment Order through the Services; Prosperity has no obligation to separately notify Customer if Prosperity rejects a Payment Order or if a Payment Order is returned to Prosperity after its execution.

5. PAYMENT OF WIRE TRANSFERS. Customer authorizes Prosperity to debit the Authorized Account to execute Wire Transfers based on Payment Orders received by Prosperity. Customer agrees to pay for all Wire Transfers initiated through the Services no later than the date the Wire Transfer is processed by Prosperity. Customer expressly acknowledges and agrees that for purposes of this Section, future-dated Payment Orders and Foreign Wire Transfers are processed on the date the Payment Order is received and accepted by Prosperity, even though the date on which the Wire Transfer is effected may be a later date. Customer is responsible for having sufficient Collected Funds in the Authorized Account to cover the amount of each Payment Order, and Prosperity may decline to execute a Payment Order if there are insufficient funds in the

Authorized Account and will have no liability to Customer for such termination or rejection. In the event Prosperity chooses to execute a Payment Order absent sufficient Collected Funds in the Authorized Account, Customer agrees to immediately pay Prosperity the amount of such Payment Order and any related fees without notice or demand, and Customer further agrees that Prosperity may debit any of Customer's other Accounts for all such amounts. The payment obligations described in this Section will survive termination of the Agreement.

6. CANCELLATION OR AMENDMENT OF PAYMENT ORDER. Customer has no right to cancel or amend a Payment Order after Prosperity receives it, and Prosperity has no obligation to act upon Customer's request to cancel or amend any Payment Order after Prosperity has received it. In the event Prosperity chooses to act on a request from Customer to amend or cancel a Payment Order, Customer agrees to reimburse Prosperity for its costs, fees and any Losses in connection with Prosperity effecting or attempting to effect Customer's request to amend or cancel a Payment Order. A cancelled Payment Order is treated as if such Payment Order was never issued by Customer; an amended Payment Order is treated as if such Payment Order was originally issued in the amended form. Prosperity has no obligation to refund Customer for a cancelled Payment Order until Prosperity receives confirmation that such Payment Order has been cancelled and receives a refund of any funds transferred by Prosperity in connection with such transaction.

7. ERRORS, UNAUTHORIZED PAYMENT ORDERS. As described in the Master Agreement, Customer must provide Prosperity with Timely Notice of any Error involving a Payment Order, including any payment to a beneficiary not intended by Customer, any payment in a greater or lesser amount than intended by Customer, or any duplicate or unauthorized Payment Order. Customer will be liable to Prosperity for any Losses that Prosperity incurs as a result of Customer's failure to provide Timely Notice of any such Error.

8. FOREIGN WIRE TRANSFERS. A Wire Transfer involving the transfer of funds to a beneficiary located in a foreign country and/or in a foreign currency is a "**Foreign Wire Transfer.**" Customer acknowledges that the beneficiary may not receive funds from a Foreign Wire Transfer on the same day Customer submits the Payment Order, and that the actual amount received by the beneficiary may be less than the amount indicated in Customer's Payment Order due to fees and charges imposed by the intermediary and beneficiary banks. Prosperity may also deduct its own fees for executing a Foreign Wire Transfer from the amount of the Payment Order. By initiating a Foreign Wire Transfer, Customer accepts these risks and all other associated risks as further described in this Section.

For Foreign Wire Transfers involving the transfer of U.S. Dollars, Customer understands that Prosperity cannot guarantee whether the beneficiary will be able to receive U.S. Dollars since this depends on the applicable laws in the country where the beneficiary bank is located and the procedures of any intermediary bank, and Customer agrees that Prosperity will not be liable for any Losses Customer incurs as a result of a delay in processing, or the rejection or return of any such transaction.

Foreign Wire Transfers involving the transfer of a foreign currency will be executed by converting U.S. Dollars to the specified foreign currency at the time of transfer. Customer acknowledges that any foreign exchange rate quote provided by Prosperity is not binding unless Prosperity notifies Customer in writing that a guaranteed rate applies, and the actual exchange rate will be determined at the time Prosperity executes the Payment Order. Foreign exchange rates can fluctuate rapidly and may change between the time Customer submits a Payment Order and when Prosperity executes the

Foreign Wire Transfer. If for any reason a Foreign Wire Transfer is rejected or returned, Customer agrees to accept the refund in U.S. Dollars based on Prosperity's then-current buying rate of exchange, converting the currency to U.S. Dollars on the date of refund, less any charges and expenses incurred by Prosperity.

In no event shall Prosperity be liable to Customer for any Losses arising as a result of the foreign exchange rate being applied to the conversion of U.S. Dollars to foreign currency. Customer understands that the exchange rate may change without notice and Customer bears all exchange rate risk arising from Customer's Payment Orders. Customer further understands that FDIC deposit insurance does not insure against any Losses due to foreign currency fluctuations. Prosperity reserves the right to decline to process any Payment Order for a Foreign Wire Transfer for any reason in its sole discretion.

9. REPRESENTATIONS AND WARRANTIES. Each time Customer sends a Payment Order (or an Instruction to cancel or amend a Payment Order) to Prosperity, Customer represents and warrants to Prosperity that: (a) the Payment Order is for Customer's direct benefit and not the benefit of any other person or entity, (b) the Payment Order is for business purposes and not for personal, family, or household purposes; (c) the Payment Order complies with the requirements of Applicable Law and the Agreement, including these Service Terms; and (d) the information that Customer has provided in connection with the Payment Order is accurate and complete. Customer shall also be deemed to make the same representations and warranties to Prosperity with respect to Payment Orders and resulting Wire Transfers that Prosperity is deemed to make under Applicable Laws with respect thereto. For any Foreign Wire Transfer, Customer represents and warrants that any such Payment Order is made in connection with a commercial transaction and not for investment, speculation, currency arbitrage, or hedging purposes. Customer agrees to reimburse Prosperity for any and all fees, fines, costs, or Losses imposed upon Prosperity or that Prosperity incurs as a result of any breach of these representations or warranties by Customer.