

This Service Description is part of the Treasury Services Master Agreement, Global Treasury Management Services Master Agreement, or other master agreement for treasury and payment services (the “*Master Agreement*”) currently in effect between you and BMO Bank N.A. (“*Bank*”) and is subject to all of the terms and conditions contained in the Master Agreement. Any references herein to the Master Agreement shall be deemed to include the terms of this Service Description, including any User Guide and set-up form. Any capitalized terms not defined herein shall have the same meaning as set forth in the Master Agreement.

1. Application.

This Service Description applies to the following (the “*Services*”):

- all domestic, international, and internal wire transfers originated by you or on your behalf out of your Accounts, including funds transfers using Bank’s Cross-Border Transfer Service (“*Cross-Border Transfers*”) and transfers using BMO Global Pay (“*Global Pay Transfers*”), and
- instructions to another depository institution to debit an account there and transfer funds to Bank, or instructions from another depository institution to debit your Accounts with Bank and transfer funds to the other depository institution (“*Drawdown Requests*”).

In the event that Bank has entered into a separate wire transfer agreement with you, that agreement and not this Service Description will govern any wire transfers you initiate through a branch of Bank or by telephone through Bank’s centralized funds transfer facility (the “*Wire Room*”) from an Account that is subject to the Deposit Account Agreement for Personal and Business Accounts, as amended from time to time. In addition, electronic payments through any payment service offered by Bank with its own, unique service description, such as Bank’s ACH Origination Service, are *not* covered by this Service Description (consult with your Bank representative about Bank’s other payment services). Unless otherwise defined in the Master Agreement or this Service Description, words or phrases in this Service Description have the meaning given in Article 4A of the Uniform Commercial Code, as in effect in the State of Illinois (the “*UCC*”).

2. Use; Service Documentation.

Your use of the Services is governed by the Master Agreement and Schedule of Services in effect between you and Bank, the applicable Account Agreement, as well as this Service Description (including Appendices) and the Wire Authorization Packet, which are separately provided. Before accessing the Service, you must complete, execute, and return to Bank the Wire Authorization Packet and complete the setup process. If you wish to access any of the Services which are available through Online Banking for Business (“*OLBB*”), you must also sign up for the OLBB service and complete the applicable Service Documentation and setup process and Bank must agree to provide that service to you. Your use of the Service through OLBB is also subject to the terms and conditions of the Service Documentation for that service.

The Cross-Border Transfer Service allows you to transfer funds electronically from a U.S. Dollar Account designated by you to a U.S. Dollar account maintained by you or an affiliate of yours with our affiliate, Bank of Montreal. In order to originate Cross-Border Transfers, you must separately subscribe to the Cross-Border Transfer Service by contacting your Bank relationship manager to request Cross-Border Transfer Service and completing and delivering to Bank the setup instructions for the service. By subscribing to the Cross-Border Transfer Service, you represent and warrant that you or an affiliate of yours is the owner of the Bank of Montreal accounts to which funds are transferred pursuant to the service.

BMO Global Pay allows you to transfer funds electronically from an Account designated by you to recipients in countries outside of the United States. BMO Global Pay utilizes an international network of intermediary banks, financial institutions, and mobile network operators, as applicable, that receive and approve your funds transfer requests initiated through the service and are responsible for delivering the funds to the recipient's designated account. You are not required to separately subscribe for BMO Global Pay. By subscribing for Bank's Wire Transfer service, you are automatically enrolled in BMO Global Pay.

3. Communication; Authority to Execute and Honor Payment Orders.

You may communicate wire transfer instructions to Bank in accordance with this Service Description:

- orally by telephone,
- via SWIFT authorization,
- through our Online Banking for Business website ("*OLBB*") if you have subscribed for Bank's OLBB service,
- by Electronic Data Interchange ("*EDI*"),
- from your software applications via application programming interface ("*API Service*"), or
- by other means expressly approved by Bank in writing in advance.

Instructions for Cross-Border Transfers and Global Pay Transfers may only be communicated to Bank through OLBB. Instructions for standing wire transfers ("*Standing Orders*") may only be communicated to Bank by written instructions signed by the Designated Contact (as defined in [Appendix A](#)). All such wire transfer instructions, including amendments and cancellations of such instructions, and Drawdown Requests you give to Bank in accordance with this Service Description, are called "*Payment Orders*." You authorize Bank to accept and execute each Payment Order sent in your name as sender, subject to the terms of this Service Description, if it is authorized by you or your Vendor, or accepted by Bank in good faith and in compliance with the "Security Procedures" described below. You agree to pay Bank and authorize Bank to debit your Accounts with Bank for the amount of each such Payment Order Bank executes on or before the date Bank executes the Payment Order, even if it creates or increases an overdraft. Bank is not required to extend credit to you or to otherwise advance funds to pay for any Payment Order. You are responsible for the contents of each Payment Order you or your Vendor issue to Bank. Bank is authorized to execute the Payment Order as issued to Bank.

4. Security Procedures.

Bank requires that any Payment Order issued to Bank in your name be delivered to Bank pursuant to security procedures as provided in the Master Agreement and in this Service Description ("*Security Procedures*"). You acknowledge that you have reviewed the Security Procedures and agree that they are commercially reasonable for you in light of the size, frequency, and amount of transactions you expect to initiate. Bank and you both agree that the authenticity of Payment Orders issued to Bank in your name as sender will be verified solely pursuant to the Security Procedures and you agree to comply with the Security Procedures. You understand that the Security Procedures are used to verify the authenticity of, and not to detect errors in, the Payment Orders which are delivered to Bank. Bank has no obligation to detect errors in any Payment Order or other instructions to Bank.

- (a) Recommended Procedures. Bank's recommended Security Procedures require that you communicate Payment Orders to Bank using the procedures described in this Section 4(a) and in [Appendix A](#) to this Service Description. These Security Procedures include important security features which are available only if your Payment Order is communicated in accordance with these procedures.
- (i) Telephonic Payment Orders. For Payment Orders communicated by telephone directly to Bank's Wire Room, Bank's recommended Security Procedures are described in Part I of [Appendix A](#).
 - (ii) SWIFT Payment Orders. For Payment Orders communicated via SWIFT, Bank's recommended Security Procedures are the SWIFT Authentication procedures in accordance with the SWIFT User Handbook as amended from time to time.
 - (iii) OLBB Payment Orders. For Payment Orders initiated through OLBB, Bank's recommended Security Procedures are described in the Master Agreement and in Part II of [Appendix A](#).

- (iv) EDI Payment Orders. For Payment Orders communicated by EDI, Bank's recommended Security Procedures are described in Part III of Appendix A.
- (v) API Payment Orders. For Payment Orders communicated via the API Service, Bank's recommended Security Procedures are described in Part IV of Appendix A.
- (vi) Standing Orders. Bank will only accept Standing Orders which are communicated to Bank in writing in accordance with the Standing Orders Security Procedures described in Part IV of Appendix A.
- (b) Account Representative Procedures. If you choose not to follow Bank's recommended Security Procedures and instead communicate a Payment Order to your Bank relationship manager, you must follow the procedures described in Appendix B to this Service Description (the "*Account Representative Procedures*"), unless other procedures are specifically approved in writing by Bank. You understand that:
 - (i) the Account Representative Procedures are intended for emergency purposes only and generally offer a lower level of protection against unauthorized or erroneous Payment Orders when compared to Bank's recommended Security Procedures and, accordingly, Bank does not consider the Account Representative Procedures to be commercially reasonable; and
 - (ii) you are refusing the Security Procedures that Bank is offering and recommending as commercially reasonable for you, and you will be bound by any Payment Order, whether or not authorized, which is issued in your name and accepted by Bank in compliance with the Account Representative Procedures.
- (c) Effect. Any Payment Order issued in your name is effective as your Payment Order, and you must pay Bank the amount of that Payment Order, whether or not authorized by you and regardless of the actual identity of the sender, if Bank accepts such Payment Order in good faith and in accordance with the applicable Security Procedures. Bank has no obligation to accept any Payment Order that is not delivered in compliance with the Security Procedures, and Bank will not be liable to you if Bank does not accept such a Payment Order.

5. Identifying Numbers.

If your Payment Order identifies the beneficiary by both a name and an identifying or bank account number, and the name and number identify different persons, execution of the Payment Order, payment by the beneficiary's bank to the beneficiary, or cancellation of the Payment Order may be made solely on the basis of the number. If your Payment Order identifies any bank by both a name and an identifying number and the number identifies a bank different from the bank identified by name, any bank may rely solely on the identifying number. In that instance, you are obligated to pay Bank the amount of the transfer originated by Bank on the basis of that Payment Order.

6. Format and Cutoff Times.

Payment Orders must be delivered to Bank in compliance with the format requirements and cutoff hours established by Bank which are subject to change. Payment Orders received by Bank after the applicable cutoff hours may be treated by Bank as received on the following business day (i.e., Monday through Friday, excluding Federal holidays) (each a "*Business Day*").

7. Rejection of Payment Orders.

Except as otherwise expressly provided in a written agreement signed by Bank, Bank has the right to reject any Payment Order for any reason, if Bank acts in good faith, including (a) your failure to have or maintain immediately available funds in your Account sufficient to settle the Payment Order, (b) if Bank believes in good faith the Payment Order or your instructions were not authorized, or (c) the transfer would result in a violation of any applicable law, regulation, court order, or the rights of any third party. If Bank rejects any Payment Order communicated to Bank in accordance with the Security Procedures, Bank will use reasonable efforts to notify you by phone or other reasonable means no later than the Business Day that Bank would have executed the rejected Payment Order. Bank is not liable to you for Bank's rejection of any Payment Order, or the fact that any notice of rejection was not given to you at an earlier time.

8. Cancellation or Amendment of Payment Orders.

You may request that Bank amend or cancel a Payment Order. Bank will make a reasonable effort to act on a request for cancellation or amendment of a Payment Order, provided that Bank

receives such a request before Bank accepts or executes the Payment Order and at a time and in a manner affording Bank a reasonable opportunity to act on the request, but Bank will have no liability to you or anyone else if the requested cancellation or amendment is not accomplished, and you will be obligated for the Payment Order as transmitted. Bank has no obligation to cancel or amend a Payment Order after it has been accepted or executed by Bank.

9. BMO Global Pay.

BMO Global Pay is made available to you in part pursuant to an agreement between Bank and Mastercard Incorporated International, along with its affiliates that may be involved in providing the Service (together, "MCI"). MCI will be a third-party beneficiary to this Service Description and the Master Agreement (insofar as it applies to BMO Global Pay), entitled to the benefits and protections of their applicable terms and conditions.

The countries for which BMO Global Pay is available may be changed by Bank from time to time without notice. Contact your BMO Bank representative for a list of available countries.

Bank reserves the right, at any time in its sole discretion, to impose limits on the amount(s) and/or number of transfers you may initiate via BMO Global Pay, either per transaction or over a certain period of time. If you attempt to initiate transfer(s) in excess of your limit, such transfer(s) may be rejected. If Bank permits you to initiate transfer(s) in excess of your limit, such transfer(s) shall be subject to this Service Description, and Bank is not obligated to accept similar transfer instructions at other times.

Bank may suspend or terminate BMO Global Pay upon notice to you if you do not comply with the requirements of this Service Description or if Bank is unable to verify your compliance with the requirements of this Service Description to Bank's reasonable satisfaction. Bank may also suspend or terminate BMO Global Pay upon notice to you if Bank's agreement with MCI in connection with providing the service is terminated or if MCI otherwise ceases to support the service for any reason.

MCI shall have the right to use any and all information transmitted by or in connection with BMO Global Pay for any one or more of the following reasons: (i) the provision of anti-fraud services for the benefit of you, Bank, and/or other parties, (ii) the processing and/or resolving of refunds or disputes, (iii) analyzing or improving its services to Bank, including for security and risk management purposes, (iv) preparing and furnishing analyses and other internal reports of aggregated, anonymized information, and (v) complying with applicable legal requirements, including, as may be required or requested by any judicial process or governmental authority having or claiming jurisdiction over MCI or Bank.

TO THE FULLEST EXTENT PERMITTED BY LAW, BANK AND MCI MAKE NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE OR THE USE OF OR ABILITY TO USE THE SERVICE, INCLUDING, WITHOUT LIMITATION: (I) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR TITLE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, OR (II) THAT ANY OF THE FOREGOING WILL MEET YOUR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, FREE OF BUGS, VIRUSES, OPERATE WITHOUT ERROR OR OTHER DEFECTS, OR WILL CONTAIN ANY PARTICULAR FEATURES OR FUNCTIONALITY.

10. Drawdown Requests.

Prior to Bank accepting Drawdown Requests from other depository institutions to debit an Account with Bank and transfer funds to other depository institutions, you must first complete, execute, and return to Bank a Fedwire or SWIFT Debit Authorization Form, as applicable, authorizing Bank to accept such Drawdown Requests and to debit your Accounts and transfer funds in accordance with the applicable Drawdown Requests.

In order to initiate Drawdown Requests to debit an account at another depository institution and transfer funds to Bank, you must first complete, execute, and return to Bank the Wire Transfer Drawdown Authorization setup forms. You must also provide express, written authorization to the depository institution from which funds will be transferred (your "Drawdown Bank") (with a copy to Bank where requested) to honor requests from Bank to transfer funds to Bank. Bank may provide you with a sample

letter to be delivered to your Drawdown Bank for this purpose. However, Bank accepts no liability for the contents of any such letter or the failure by your Drawdown Bank to accept such authorization or honor any Drawdown Requests, and you hereby release Bank from any such liability.

11. Funds Transfer Procedures and Applicable Rules; Fedwire; Compliance with Law.

In acting on any Payment Order, Bank may utilize any means of transmission, funds transfer system, clearing house, or intermediary bank reasonably selected by Bank, even if Bank's selection differs from instructions in the Payment Order. Each Payment Order processed through a funds transfer system will be governed by all applicable laws, regulations, circulars, and funds transfer system rules ("*Rules*"), whether or not Bank is a member of the system. You acknowledge that Bank's right to reverse, adjust, stop payment, or delay posting of an executed Payment Order is subject to the laws, regulations, circulars, and Rules described above.

Each Payment Order may be executed by Bank or any bank by use of the funds transfer system of the Federal Reserve Banks ("*Fedwire*"). Bank's respective rights and obligations with respect to any Payment Order, any part of which is processed through the use of Fedwire, will be governed by any applicable laws, the regulations of the Board of Governors of the Federal Reserve System, and the operating circulars of the Federal Reserve Banks, subject to the provisions in this Service Description and the Master Agreement.

You acknowledge and agree that all international Payment Orders will be reviewed against lists issued by the Office of Foreign Assets Control, a division of the United States Treasury Department ("*OFAC*") and other applicable verifications and limitations. You further agree that you will not initiate any Payment Orders that, if executed by Bank, would violate Applicable Law or the Rules (as defined below), including, but not limited to regulations promulgated by OFAC.

12. Foreign Currency Exchange.

Bank may send international wire transfers in U.S. Dollars or in the local currency used in the location where the account receiving the wire transfer is located. If such funds will be transferred in a currency other than U.S. Dollars, you agree to validly purchase such foreign currency from Bank or one of Bank's affiliates at Bank's then-current exchange rate for transfers to the place of payment. The exchange rate for transfers made via BMO Global Pay may be different than the exchange rate for other types of wire transfers. Any loss of exchange arising from subsequent cancellation of such transfer request or because of a rejection of delivery for any reason shall be for your account. You agree that if Bank uses the services of other banks for the purpose of giving effect to any request or order for the transfer of funds in foreign currency, then the Bank does so for your account and at your risk. You agree to pay for any such international funds transfers in U.S. Dollars as set forth in this Service Description, unless such other arrangements for origination and payment are made between you and Bank in writing.

13. CNY Mainland China Payment Orders.

You may issue Payment Orders denominated in Chinese Yuan Renminbi ("*CNY*") to Bank for credit to beneficiary accounts held at banks located in mainland China provided that your Account from which the wire transfer is made is a multicurrency deposit account denominated in CNY. Your CNY Payment Orders may only be initiated through the Wire Room as non-repetitive international wire transfers in accordance with the Security Procedures set forth in Part I of Appendix A attached hereto.

CNY Payment Orders may from time to time be subject to requirements not applicable to other international Payment Orders, including a requirement that such Payment Orders be accompanied by documents (satisfactory under Chinese laws and regulations) that evidence your obligation to make payment to the designated beneficiary(ies). Bank will endeavor to advise you of such requirements as Bank becomes aware of same from time to time; provided, however, that Bank is under no obligation to advise you of changes to applicable Chinese laws and regulations.

You acknowledge that CNY Payment Orders entail significant risks including the possibility of delays, rejections, expropriation of assets, processing moratoriums and the imposition or modification of foreign exchange controls. These risks depend upon factors over which Bank has no control, such as economic and political events and the supply of and demand for CNY. Bank cannot assure you that such events will not delay, restrict or prohibit your CNY Payment Orders.

14. Errors.

You must notify Bank in writing of any error, delay or other problem with Payment Orders, Standing Orders or Drawdown Requests including unauthorized or incorrect transfers or debits as promptly as possible, within any required time parameters, and in any case within thirty (30) days of the date you receive notice of the transfer through your Account statement, OLBB, mailed wire advices or otherwise. If you fail to notify Bank promptly, you reduce Bank's ability to address the error under the applicable Rules and you may be precluded from asserting the error against Bank. Except as otherwise expressly provided under Article 4A of the UCC, Bank's sole and exclusive liability for any delay, improper execution or failure to execute a Payment Order shall be to assist you in recreating or regenerating such Payment Order or retransmitting the Payment Order. If, in any case, Bank is liable to you for lost interest, Bank will calculate interest based on our then current account analysis earning rate.

15. Delay.

Bank is not responsible for any delay or failure to effect your Payment Orders, Standing Orders, or Drawdown Requests due to circumstances beyond Bank's control including but not limited to disruptions in action or failure to act of any other bank, intermediary, or funds transfer system.

16. Miscellaneous.

Bank will be liable to you for use of the Services as set forth in the Master Agreement and this Wire Transfer Service Description.

THIS SERVICE DESCRIPTION HAS BEEN EXECUTED AS PROVIDED IN THE SCHEDULE OF SERVICES FORMING A PART OF THE MASTER AGREEMENT.

APPENDIX A TO THE WIRE TRANSFER SERVICE DESCRIPTION

SECURITY PROCEDURES

I. Telephonic Payment Orders

A. Service Setup.

You must complete the Wire Transfer set-up form(s) before accessing the Service. Using the Wire Transfer set-up forms, you must designate a person ("*Designated Contact*") to receive all confidential materials from Bank relating to this Service. In addition, you must designate individuals who are authorized to initiate telephonic Payment Orders to Bank's Wire Room ("*Authorized Representatives*") and individuals who are authorized to confirm such Payment Orders ("*Confirming Representatives*"). You understand that Bank will rely on all instructions and Payment Orders from the Authorized Representatives. For each new Service set-up or modification to a current Service set-up, you must specify:

- The Account(s) with respect to which each Authorized Representative and Confirming Representative has authority.
- Whether authority is provided for domestic wires, international wires, or both.
- If applicable, information to establish repetitive payments from a designated Account to designated accounts at Bank or at other financial institutions ("*Repetitive Transfers*").

You may limit the authority of any Authorized Representative or Confirming Representative to give telephonic wire transfer instructions for Repetitive Transfers and non-repetitive wire transfers.

Each Authorized Representative and Confirming Representative will be provided with a unique personal identification code (an "*Authorization Code*") to be used for identification purposes when initiating or confirming Payment Orders. You must select the delivery method for Authorization Codes from the options made available by Bank from time to time.

B. Security Procedures.

Bank's standard Security Procedures for telephonic Payment Orders are to confirm back to you, via a telephone call initiated by Bank's personnel, all such Payment Orders. The confirmation must be given by a Confirming Representative who is not the same person as the Authorized Representative who initiated the Payment Order. Authorization Codes must be used to initiate and confirm all telephonic Payment Orders. Bank may but is not obligated to tape or otherwise record telephonic Payment Orders and confirmations. Bank will conclusively presume that any person possessing the appropriate Authorization Code for an Account is an Authorized Representative or Confirming Representative as the case may be and will regard Payment Orders and confirmations from such person as being authorized by you.

II. OLBB Payment Orders.

A. Service Setup.

Bank offers its OLBB service to enable you to issue electronic Payment Orders from your terminal or personal computer directly to Bank's wire transfer system via the Internet. Your Corporate Administrators who are designated Authorized Users for the Service will establish other Authorized Users for the Service and grant service permissions and related IDs and passwords. Through this process you are authorizing persons ("*OLBB Authorized Representatives*") to initiate and confirm electronic Payment Orders to Bank via the OLBB service.

A confirmation notice advising that a request has been made to create a Service set-up or modify a current Service set-up will be sent by Bank to the Corporate Administrators designated by you for OLBB purposes. The Corporate Administrators must notify Bank promptly if such request was not authorized and should therefore be canceled. This cancellation notice to Bank should be given by phone to the Help Desk at 877-895-3278 and in writing to Bank's Client Records Maintenance Unit.

B. Security Procedures.

Bank's standard Security Procedures for electronic Payment Orders via OLBB are to require that each Repetitive Transfer Template and each non-repetitive Payment Order created or initiated on the OLBB system be confirmed using a different User ID and User Password than the User ID and User Password used to create or initiate the Repetitive Transfer Template or non-repetitive Payment Order. Repetitive Transfer Templates and non-repetitive Payment Order must be created or initiated and then confirmed by an OLBB Authorized Representative designated by the Corporate Administrator employing a Security Device furnished by Bank (provided that Security Devices are not required for creation and confirmation of Cross-Border Transfers). Bank's standard Security Procedures for electronic Payment Orders via OLBB also include those security measures that Bank may offer and you may accept from time to time, such as device authentication and daily volume and geographic destination limits.

III. EDI Payment Orders

A. Service Setup.

Bank also offers the ability to transmit or deliver Payment Orders from your terminal or personal computer directly to Bank via EDI. In order to utilize EDI capability, you must first select a communication facility type from among the options made available by Bank from time to time to create a secure transmission channel between you and Bank. Bank will assist you with setup and testing of the selected communication facility. Through this process you are authorizing persons who have or obtain access to the secure transmission channel to transmit or deliver Payment Orders to Bank via the EDI.

B. Security Procedures.

Bank's standard Security Procedures for the transmission or delivery of Payment Orders via EDI are to require that you confirm the transmission of each EDI file by separately submitting file control total information for the EDI file to Bank using an EDI 831 control total file or by such other means as you and Bank may agree to from time to time. This information will consist of the number and aggregate dollar value of Payment Orders in the EDI file. Via an automated process, Bank will compare the file control total information you provide to the information contained in the applicable EDI file. If your file control total information matches the EDI file, Bank will perform normal Payment Order processing. If your file control total information does not match the EDI file, or if you do not provide file control total information for an EDI file, Bank will notify the Designated Contact for wire transfers and suspend processing the EDI file until you resolve the inconsistency or provide the information, as applicable.

Bank's standard Security Procedures for the transmission or delivery of Payment Orders via EDI also include those security measures that Bank may offer and you may accept from time to time, such as device authentication and daily volume and geographic destination limits.

IV. API Payment Orders

A. Service Setup.

Bank also offers the ability to transmit or deliver Payment Orders directly from your software applications via Bank's API Service. In order to utilize the API Service, you must subscribe to the service via the setup instructions delivered to us or by contacting your BMO relationship manager to request the API Service. You may be subject to additional fees and charges for the API Service. Bank will assist you with setup and testing of the API Service. In addition, you must designate individuals who are authorized to confirm Payment Orders transmitted via the API Service in accordance with the Security Procedures described below ("*API Confirming Representatives*"). Through this process you are authorizing persons who have or obtain access to your software applications that are connected to the API Service to transmit or deliver and/or confirm Payment Orders to Bank via such software applications and the API Service.

B. Security Procedures.

Bank's standard Security Procedures for the transmission or delivery of Payment Orders via API Service are to require that each Payment Order be confirmed by an API Confirming Representative providing confirmation information about the Payment Order to Bank orally by telephone at the telephone number provided to you for that purpose. This information will consist of the reference number and dollar amount of the Payment Order as well as the name and account number of the beneficiary of the Payment Order. The API Confirming Representative will be authenticated pursuant to Bank's standard procedures for such purpose. Should Bank not receive confirmation information for a Payment Order, then the processing of that Payment Order will be suspended. Processing of the Payment Order will not occur until a confirmation has been received.

Bank's standard Security Procedures for the transmission or delivery of Payment Orders via API Service also include those security measures that Bank may offer, and you may accept from time to time, such as device authentication, encryption, daily dollar limits, and international entitlements.

V. Standing Orders

A. Service Setup.

Standing Orders may only be communicated to Bank manually in writing as described in this Section III.

B. Security Procedures.

If not using Bank's setup form, your Standing Order must be written on your company's stationery, be signed by the Designated Contact, and contain the following:

- Receiving Bank Name;
- Receiving Bank ABA Number;
- Beneficiary Account Number;
- Beneficiary Account Title;
- Instructions as to the dollar amount of funds to be transferred;
- The date the funds should be transferred; and
- Bank account number from which the funds will be transferred.

The Standing Order must be delivered to Bank through Treasury and Payments Solutions Client Services. Upon receiving a Standing Order, Bank will compare the name and signature of the person signing the Standing Order to the name and signature of the Designated Contact on file with Bank, and Bank will confirm the Standing Order by placing a telephone call to the Designated Contact. If Bank is unable to match the name or signature of the person signing the Standing Order to the name or signature of the Designated Contact on file with Bank, or if Bank is unable to confirm the Standing Order with the Designated Contact, Bank will reject the Standing Order and will not arrange for the Payment Order indicated in the Standing Order.

Bank will continue to execute established Standing Orders until the Standing Order is amended or canceled by the Designated Contact in compliance with the Security Procedures described above. Bank will conclusively presume that a Designated Contact is authorized to issue Payment Orders, and will regard any Standing Order instruction received from the Designated Contact as being a Payment Order authorized by you. You can obtain a listing of your established Standing Orders upon request. You are urged to periodically review your established Standing Orders and immediately report any changes or problems to Bank.

VI. General

The verification procedures described in this Appendix are a Security Procedure used to verify the authenticity of Payment Orders sent to Bank in your name. All Payment Orders sent to Bank in your name and accepted by Bank in good faith and in compliance with the Security Procedures will be binding upon you regardless of whether they are authorized by you. If you choose not to accept any of the standard Security Procedures offered by Bank, then you are refusing the Security Procedures that Bank is offering and recommending as commercially reasonable for you, and you agree to be bound by any Payment Order, whether or not authorized, which is issued in your name and accepted by Bank in compliance with the Security Procedures accepted by you.

APPENDIX B TO THE WIRE TRANSFER SERVICE DESCRIPTION

Procedures for Initiating Wire Transfers through Account Representatives

The following procedures will apply when you choose to initiate wire transfers by communicating wire transfer instructions to your Relationship Manager, rather than directly through Bank's Wire Room. **Bank intends this method of communication to be used only for emergency purposes and strongly recommends that you telephone Bank's Wire Room or use OLBB and follow the applicable Security Procedures rather than contacting your account representatives, so that you may take advantage of the commercially reasonable Security Procedures available with these methods of communication. Bank does not regard the following alternative security procedures as commercially reasonable for your security needs and, accordingly, these security procedures are not recommended.**

1. If you call your Relationship Manager to communicate wire transfer instructions, your instructions (the "Instructions") must consist of the following information:
 - Name of Client (company name);
 - Name of the caller;
 - Number of Account to be debited for the wire transfer;
 - Name of Account to be debited for the wire transfer;
 - Instructions as to the dollar amount of funds to be transferred;;
 - Beneficiary's account number;
 - Beneficiary's account name; and
 - Receiving bank name and ABA routing number.
2. Your Relationship Manager will write up the Instructions using a standard form for that purpose.
3. Your Relationship Manager will attempt to verify the authority of the named caller to initiate funds transfers or make withdrawals from the Account. Verification sources include one or more of the following:
 - Your Account authorization document(s) on file for the designated Account;
 - Signature card for the designated Account on file; and/or
 - Wire transfer authorizations delivered to Bank with the Wire Authorization Packet.

If the caller's authority to initiate funds transfers or make withdrawals from the Account cannot be verified, Bank will not execute the Instructions.

4. Your Relationship Manager may choose to perform a confirming call-back, contacting an individual who can reasonably be assumed to verify the authenticity of the Instructions. The Account Representative is not obligated to perform a confirming call-back.

If the Relationship Manager does choose to perform a confirming call-back, and does not obtain the confirmation, Bank may not execute the Instructions.

5. The wire transfer Instructions are delivered to Bank's Wire Room for execution in accordance with the Wire Room's customary procedures, including applicable cut-off times.