



**ADDENDUM 4**  
**Wire Transfer Agreement**

This agreement (this "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ ("Client") and Affinity Bank ("Bank").

Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Federal Reserve Board's Regulation E, 12 C.F.R. Part 205.

WHEREAS, Client has requested use of Bank's wire transfer services ("Services") through Bank's Business Internet Banking System and the Bank desires to provide such Services as a convenience to Client under the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

**1. Term and Termination**

This Agreement will begin on the Effective Date and shall continue until terminated by either Party providing the other Party with prior written notice. Termination of this Agreement will not affect the Parties' respective rights and obligations with respect to wire transfers executed prior to the date of termination.

**2. Fees**

Bank reserves the right, upon prior written notice to Client, to charge service fees for the Services provided hereunder. Bank may from time to time increase the amount of any such service fees upon prior written notice to Client.

**3. Authorized Representative**

The "Authorized Representatives" including the Client Representative and Users designated by the Client Service Representative, as provided in and pursuant to Attachment 1 (Designation of Client Representative) of the Cash Management Client Agreement (each, an "Authorized Representative"), attached hereto, are authorized to initiate and/or verify wire transfers on Client's behalf. Any action Client may take under this Agreement may be taken on Client's behalf by an Authorized Representative and any action taken by an Authorized Representative shall be fully binding on Client. Client may terminate the authority of any Authorized Representative at any time by giving notice of termination to Bank. No notice of termination of authority will be effective unless and until it is received by Bank. Notice of termination of authority may be oral or in writing; provided, that, any oral notice must be promptly confirmed in writing.

**4. Wire Transfer Instructions**

- a. Any payment order and any instructions for transfer relating thereto ("Payment Order") must conform to the procedures prescribed by the Bank, including Cut-Off Time (4:30 PM Eastern Standard Time; 3:30 PM EST for International Wires) for receiving Payment Orders. Bank may from time to time amend such procedures upon prior written notice to Client. Any Payment Order received by the Bank after a cut-off deadline shall be treated by Bank as received on the next business day.
- b. Client may issue Payment Orders to Bank via the Business Internet Banking System or, in the event that the Business Internet Banking System is not available, Client may initiate a wire transfer by delivering a signed Wire Transfer Form in person or via fax or mail, providing the account number of the account to be debited and the wire transfer instructions including the receiving bank's American Bankers Association (ABA) routing number and the account to be credited.
- c. Bank is entitled, but not required, to authenticate any Payment Order received from Client through call-back verification by Client or an Authorized Representative or by any other means Bank deems appropriate. Bank will

not be responsible for detecting erroneous Payment Orders as described in Section 4A-205 of the Uniform Commercial Code. Bank's failure to authenticate any Payment Order will not be construed as a failure on Bank's part to exercise reasonable care or to act in good faith. Bank reserves the right to refuse to execute any Payment Order if Bank cannot verify the Payment Order. Bank shall have no liability for refusal to execute any Payment Order for any reason.

- d. Client is solely responsible for the accuracy of information contained in Payment Orders issued by Client or an Authorized Representative. Bank (or any other receiving bank) may rely solely on the information contained in a Payment Order issued by Client, including an identifying or bank account number, and may process a Payment Order based on such information, notwithstanding that the identifying or bank account number may not correspond to the bank, person, or account identified by name in the Payment Order or associated with the identifying or bank account number. Bank has no duty to determine whether the name and bank account number refer to the same person, bank, or account. Client's obligation to pay the amount of the Payment Order will not be excused where funds are transferred to the person, bank, or account identified by number. Client agrees to indemnify and hold Bank harmless from and against any loss or liability, including attorney's fees, that Bank may incur as a result of Bank's reliance on the identifying or bank account number in executing or attempting to execute the Payment Order.

## 5. Security Procedures; Verification

Client agrees to comply with the security procedures identified below (the "Security Procedures") in communicating all Payment Orders pursuant to this Agreement. Client understands that the Security Procedures are designed to verify the authenticity, and not to detect errors in transmission or content, of Payment Orders. If a Payment Order is authorized or issued by Client, or on Client's behalf, or Client otherwise benefits from such Payment Order, Client agrees to be bound by the Payment Order, whether or not Bank complies with the Security Procedures. The Security Procedures for Payment Orders shall consist of the procedures Bank and Client use to verify that a Payment Order has been validly issued by Client and shall include:

- a. Client warrants and agrees that no individual will be allowed to initiate and/or approve wire transfers in the absence of proper supervision and adequate safeguards.
- b. Client agrees to maintain the confidentiality of any Security Procedures and prevent the disclosure of such procedures except on a "need to know" basis. Client shall notify Bank immediately at (678-742-9990) if Client becomes aware of or suspects that any of the procedures relating to the transfer of funds may have been compromised or disclosed.
- c. Client's unique user IDs, passwords, Go ID Token and/or other access devices or authentication techniques as Bank may require from time to time ("Access Codes") to access the Services will be provided to the Authorized Representative(s). Client agrees that Access Codes are strictly confidential and must be safeguarded. Client shall have sole responsibility for controlling the distribution and maintaining the confidentiality of the Access Codes assigned to Client. Client acknowledges that anyone with knowledge of Client's or Authorized Representatives' Access Codes will be able to issue Payment Order's on Client's account. Client authorizes Bank to execute Payment Orders pursuant to the instructions of anyone who has provided Bank with proper Access Codes and acknowledges that Bank shall conclusively presume that any person possessing Client's Access Codes is an Authorized Representative and will regard their Payment Order as being authorized by Client. If Client becomes aware of the unauthorized use of Access Codes, or suspects that an unauthorized use may occur, or if Client has terminated authorization for an Authorized Representative, Client shall immediately notify Bank at (678) 742-9990 to deactivate such Access Codes and issue new Access Codes as appropriate. IN NO EVENT SHALL BANK BE RESPONSIBLE FOR ANY DAMAGES RESULTING, EITHER DIRECTLY OR INDIRECTLY, FROM THE UNAUTHORIZED USE OF THE ACCESS CODES PRIOR TO SUCH NOTICE AND A REASONABLE TIME THEREAFTER REQUIRED TO CANCEL SUCH PASSWORD(S).
- d. Bank may from time to time, and at its sole discretion, change the Security Procedures or establish additional Security Procedures.
- e. Client agrees that Bank may delay the execution of a Payment Order until Bank has completed any security measures Bank, in its sole discretion, deems warranted.
- f. Client is responsible for ensuring that there are adequate software and hardware security measures in place on Client's computers to prevent initiation of fraudulent payments. Such security measures include but are not limited

to anti-virus, spyware, malware, key logger detection software, firewalls, and any other “crimeware” protection programs.

- g. Client has carefully analyzed the Security Procedures which will be used in connection with Payment Orders, under the terms of this Agreement, and acknowledges the Security Procedures identified herein are a satisfactory method of verifying authenticity of Payment Orders based on Client’s needs and that the Security Procedures are commercially reasonable.

#### **6. Confirmation Of Payment Orders**

- a. Bank shall, within a reasonable period of time, provide Client a confirmation of Payment Orders received. This confirmation will be provided to Client through the Bank’s Business Internet Banking System. Client acknowledges that the Bank’s Business Internet Banking System is a reasonable method of delivery of Payment Order confirmations.
- b. Client is responsible for promptly reviewing all confirmations of Payment Orders and bank statements received from Bank. An unauthorized Payment Order or error must be reported to Bank within thirty (30) days of the earlier of the date Client receives a confirmation of the Payment Order or the date the Client receives a bank statement on which the debit resulting from the unauthorized or erroneous Payment Order is reflected. Client’s failure to notify Bank within the requisite time period will prevent Client from asserting against Bank any claim for lost interest or any other loss or cost relating to an erroneous or unauthorized debit of Client’s account.
- c. A confirmation of a Payment Order or a bank statement, sent or made available to Client by any reasonable method, is conclusively presumed to have been received by Client five (5) days after such Payment Order confirmation or bank statement was sent by Bank.

#### **7. Authorization to Transfer Funds; Acceptance and Execution of Payment Orders**

- a. Client authorizes Bank, pursuant to Client’s instructions, to execute Payment Orders on Client’s behalf and to debit Client’s account that is specified in the Payment Order for the amount of such transfer.
- b. Client agrees to provide Bank for each owner of the account, any Authorized Representative, any recipient or beneficiary of the funds transfer, or any other party connected to the funds transfer with any information requested by Bank for purposes of Bank’s compliance with the Bank Secrecy Act and any other applicable federal or state laws or regulations. Client further agrees to supply Bank with any information Bank may reasonably request, including but not limited to, money amounts, accounts to be affected, date of transfers, supplemental instructions, and further evidence of any Authorized Representative’s authority to transfer funds or to perform any other act contemplated under the procedure required by this Agreement.
- c. Bank will generally act upon a Payment Order on the day it is received, if the request is received by the Cut-Off Time on a Business Day. Bank reserves the right to process Payment Orders in any order convenient to Bank and by any means of transmission, funds transfer system, clearing house or intermediary bank Bank may reasonably select to transfer the funds. Bank also reserves the right to process a Payment Order request the next business day if it cannot be processed the day of receipt. Absent willful misconduct or gross negligence, Bank shall incur no liability due to any delay in execution of a Payment Order.
- d. Bank will make a good faith effort to execute Payment Orders according to the instructions issued by Client. Bank may reject any Payment Order that does not comply with the terms of this Agreement, including the Security Procedures and the form and means of submitting payment orders provided in Section 4 (Wire Transfer Instructions). Bank shall have no obligation to execute a Payment Order unless, at the time of execution, (i) there are sufficient available funds in the Client’s account to cover the Order, or (ii) Bank has otherwise received full payment in a manner acceptable to Bank in its sole discretion. If Client’s records and Bank’s records disagree regarding the account balance, the Bank’s records will control for purposes of processing the Payment Order. Bank may also reject any Payment Order if it may be returned for any reason under the applicable national payment system rules of the receiving country of Client’s transaction. If a Payment Order is to be handled under any general or specific statute, rule, regulation or license of the United States, or any agency thereof, the Payment Order shall be subject to such statute, rule, regulation or license. Bank reserves the right to reject or impose conditions on the acceptance of Payment Orders for any reason. Notices of rejection may be given to Client through the Bank’s Business Internet Banking System or by telephone, facsimile, courier or mail and will be effective when given.

- e. Bank shall have no obligation to process Client's Order if Bank is unable to verify the instructions in accordance with the Security Procedures, below; if instructions are not in the format required by Bank; if Bank is prohibited by any law, regulation, or order from processing the instructions; or if Bank is unable to execute the transfer due to circumstances beyond the Bank's reasonable control.
- f. Bank, at its sole discretion, may, but is not required, and Client hereby authorizes Bank, to overdraft Client's account in completion of a Payment Order from Client. Bank will not be liable for any fees, losses, or damages to Client for such overdraft. Client will be liable to Bank for any overdraft created by a wire transfer together with any related service charges and costs of collection, including reasonable attorney's fees. Bank may offset any of Client's accounts with Bank in order to collect on sums owed by Client including interest and fees. Nothing in this Agreement shall be interpreted as to require that Bank grant credit to Client, whether by permitting overdrafts for the execution of a Payment Order or otherwise, notwithstanding the fact that Bank may have previously established a pattern of allowing such overdrafts.
- g. All deposits to and withdrawals from Client's account to affect a funds transfer will be processed in U.S. Dollars. For international transfers, Bank will convert funds to or from U.S. Dollars at Bank's quoted rates of exchange at the time of conversion. Client will bear all exchange rate risks.
- h. If the bank designated to receive the funds does not pay the beneficiary specified in the Payment Order, a refund will be made to Client only after Bank has received confirmation of the effective cancellation of the Payment Order and Bank is in possession of the funds debited or earmarked in connection therewith. If the Payment Order is payable in foreign currency, Bank shall not be liable for a sum in excess of the value of the Payment Order after it has been converted from foreign currency to U.S. Dollars at the receiving Bank's buying rate for exchange at such time as the cancellation of the Payment Order is confirmed by Bank.
- i. All credits to Client's account for funds transfers which Bank receives are provisional until Bank receives final settlement for the funds according to the rules of the funds transfer system by which the funds have been transmitted. Client acknowledges and agrees that Bank is entitled to a refund of any amount credited to Client's account for a transfer if Bank does not receive final settlement.

#### **8. Cancellation or Amendment of Payment Order**

- a. Client shall have no right and Bank shall have no obligation to cancel or amend any Payment Order after receipt of such Payment Order by Bank. Bank may, in its sole discretion, make a reasonable effort to comply with a request to cancel or amend a Payment Order if Bank has a reasonable opportunity to act on such request and such request is in compliance with the Security Procedures provided in this Agreement. Bank shall have no liability if a request to cancel or amend a Payment Order is not effected. Client agrees to indemnify and hold Bank harmless from any and all liability, claims, costs, expenses and damages of any nature, including attorney's fees, incurred in connection with any request by Client or an Authorized Representative to cancel or amend a Payment Order.
- b. Client's obligations under this Section 8 (Cancellation or Amendment of Payment Order) shall survive the termination of this Agreement.

#### **9. Representations and Warranties**

- a. Client agrees to comply with and be bound by the terms of the Electronic Funds Transfer Act and the Uniform Commercial Code Article 4A, each as applicable, and to otherwise perform its obligations under this Agreement in accordance with all applicable laws, regulations, and orders, including, but not limited to, the sanctions laws, regulations, and orders administered by the federal Office of Foreign Assets Control ("OFAC"), laws, regulations, and orders administered by FinCEN; restrictions imposed under the Unlawful Internet Gambling Enforcement Act of 2006 ("UIGEA"), and any state laws, regulations, or orders applicable to the providers of ACH payment services. It shall be the responsibility of Client to obtain information regarding such OFAC enforced sanctions, which information may be obtained directly from the OFAC Compliance Hotline at 1-800-540-OFAC. Without limiting the foregoing, with respect to each and every Entry transmitted by Client, Client represents and warrants to Bank and agrees that (a) it will not initiate any transactions in violation of the requirements or sanctions of OFAC or act on behalf of, or transmit funds to or from, any party subject to OFAC sanctions, and (b) it will not initiate any transactions in violation of or restricted under the UIGEA or its implementing regulations.
- b. Client represents and warrants that all information provided to Bank under the terms of this Agreement is accurate and complete as of the time it is provided. Client shall promptly notify Bank of any material changes to the information provided.

- c. Client shall indemnify and hold harmless Bank against any fine, penalty, sanction, loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or warranties.

#### **10. Settlement; Security Interest**

- a. Client will maintain an account with Bank at all times during the term of this Agreement (the "Settlement Account"). Client shall at all times maintain in the Settlement Account a balance of collected funds sufficient to cover Payment Orders initiated pursuant to this Agreement. Bank may, without prior notice or demand, obtain payment of any amount due and payable to it under the Agreement by debiting the Settlement Account. In the event there are not sufficient collected funds in the Settlement Account to cover Client's obligations under this Agreement, Client agrees that Bank may debit any account maintained by Client with Bank or any affiliate of Bank or that Bank may set off against any amount it owes to Client, in order to obtain payment of Client's obligations under this Agreement. Bank may at any time and without prior notice to Client refuse, delay or suspend payment of any Payment Order initiated by Client if the Settlement Account does not contain sufficient funds to cover such Payment Orders. Upon request of Bank, Client agrees to promptly provide to Bank such information pertaining to Client's financial condition as Bank may reasonably request.
- b. Client grants Bank a security interest in the Settlement Account to secure all debt and obligations Client owes Bank at all times the Settlement Account is open. Client also agrees that all collateral it currently has pledged or may hereafter pledge to Bank will secure all current or future debt and obligations due and owing Bank. Client further agrees that it will execute and deliver any additional documents Bank deems necessary in its sole discretion to perfect the lien(s) granted by Client.

#### **11. Limitation of Liability; Indemnification**

- a. Client assumes full responsibility for all transfers made by Bank in good faith in accordance with the terms of this Agreement and agrees that Bank shall be conclusively deemed to have exercised reasonable care and to have acted in good faith if it has followed the procedures required by this Agreement. In no event will Bank be liable for any loss, claim, demands, expenses or damages arising directly or indirectly from Payment Orders executed by Bank in good faith in accordance with the terms of this Agreement.
- b. Client agrees to indemnify and hold Bank harmless from and against any loss, claim, demands, expenses or damages including without limitation reasonable attorney's fees and court costs, resulting directly or indirectly from (i) Bank's compliance with or carrying out of any instructions or requests (including any Payment Order) which identifies Client as originator, whether or not authorized, if such instruction or request is accepted by Bank in good faith and in accordance with the Security Procedures, or (ii) Bank's refraining from executing a Payment Order after reasonable efforts to verify such Payment Order has failed, or in delaying execution until verification is obtained. Client will not be required to indemnify Bank against damages attributable to Bank's gross negligence or willful misconduct.
- c. Subject to the limitations provided in this Section 11 (Limitation of Liability; Indemnification), Bank's liability, if any, for loss or damage arising from or related to this Agreement or any Payment Order will be limited to (i) actual damages incurred by Client resulting directly from Bank's willful misconduct or gross negligence, and (ii) interest on any refundable principal amount, for a period not to exceed 20 days or the period of time from the date Bank made payment to the date of refund, whichever is less, in the event Bank executes a Payment Order which is unauthorized, and Client does not otherwise benefit from the transfer of funds. However, Client is not entitled to interest on any amount to be refunded hereunder if Client failed to exercise ordinary care to determine that the order was either unauthorized or erroneous and to notify Bank of the relevant facts in accordance with the terms of Section 6(b) of this Agreement.
- d. If Bank is notified that a Payment Order executed by Bank did not transfer the full amount stated in Client's instructions, Bank's sole responsibility and liability shall be to promptly execute a second order in the amount of the stated deficiency.
- e. Bank will not be liable for and will be excused from any failure to carry out, or delay in carrying out, any of Bank's obligations under this Agreement if such failure or delay results from circumstances beyond Bank's control, including but not limited to acts of God, strikes, and other labor disputes, civil disorder, catastrophes of nature, fire, explosion, natural or man-made floods or any severe weather, war, failure of a communications or computer system, nuclear attack, embargoes, actions or inactions of governmental authorities affecting either Bank or

suppliers to Bank or if Bank reasonably believed that action would have violated any law, rule or regulation. Bank agrees to make reasonable efforts to prevent such occurrences from affecting the execution of this Agreement.

- f. Bank's sole responsibility under this Agreement is to make a reasonable effort to execute Client's Payment Orders. Bank will have no responsibility for the acts or omissions of Client, Authorized Representatives, or Client's employees or agents, including but not limited to the amount, accuracy, timeliness, or authorization of any instructions or information in a Payment Order, or the acts or omissions of any other person or entity, including but not limited to any clearing house association or processor, any Federal Reserve Bank or any other country's central bank or any other financial institution, and no such person or entity will be deemed an agent of Bank.
- g. EXCEPT AS OTHERWISE REQUIRED BY LAW, REGARDLESS OF THE FORM OR NATURE OF ANY CLAIM OR ACTION, CLIENT AGREES THAT IN NO EVENT SHALL BANK BE LIABLE TO CLIENT OR ITS CLIENTS OR AGENTS FOR PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT, WHETHER OR NOT BANK SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING OR PERFORMANCE OF THE SERVICES CONTEMPLATED HEREIN INCLUDING, WITHOUT LIMITATION, ANY ECONOMIC LOSS OR DAMAGE, EXPENSE OR LOSS OF BUSINESS, PROFITS OR REVENUE, GOODWILL AND ANTICIPATED SAVINGS, LOSS OF OR CORRUPTION OF CLIENT'S DATA, LOSS OF OPERATION TIME OR LOSS OF CONTRACTS.
- h. The provisions of this Section 11 (Limitation of Liability; Indemnification) and any other limitations of liability or acknowledgment of indemnification under the terms of this Agreement shall survive termination of this Agreement.
- i. Bank shall have no further liability beyond that which is set forth in this Section 11 (Limitation of Liability; Indemnification).

**12. Notice**

Except as otherwise provided in this Agreement, written notice from Bank will be sent to Client at Client's address as it appears on Bank's records at the time of such notice and will be effective when received or five (5) days after being mailed by U.S. mail, whichever is earlier. Except as otherwise provided in this Agreement, any written notice Client is required to provide to Bank must be signed by Client or an Authorized Representative and delivered or sent to Bank by first class United States mail at:

Attention: Deposit Operations  
Affinity Bank  
400 Galleria Parkway SE, Suite 900  
Atlanta, GA 30339

Notices to Bank shall be effective when actually received by Bank and after Bank has had a reasonable time to act upon such notice.

**13. Governing Law**

This Agreement and performance hereunder shall be governed by Article 4A of the Uniform Commercial Code and the laws of the State of Georgia. All Payment Orders issued by Bank in the name of Client shall also be subject to the rules and regulations of any funds transfer system used by Bank and where applicable, Subpart B of Regulations J (12 C.F.R. Part 210).

**14. Entire Agreement**

This Agreement shall constitute the entire Agreement between the Parties and shall supersede any and all prior oral or written representations, understandings, proposals or agreements between the Parties regarding the Services to be provided hereunder.

**15. Amendment**

Bank may amend this Agreement and any Attachment hereto from time to time upon prior written notice to Client.

**16. Assignment**

Client may not assign this Agreement or any of the rights or duties hereunder to any person without Bank's prior written consent.

**17. Binding Agreement; No Third Party Beneficiary**

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against Bank or Client hereunder.

**18. Headings**

Headings are used for reference purposes only and shall not be deemed a part of this Agreement nor shall they affect in any way the meaning or interpretation of this Agreement.

**19. Severability**

In the event that any provision of this Agreement shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

**20. Client Authorization**

Client represents and warrants that each owner of the applicable Bank account(s) has signed this Agreement. Client further represents and warrants that each such owner has the authority and authorization to act on behalf of all other owners of each Bank account which shall be utilize the Services hereunder and that Bank may rely on the instructions of any owner or Authorized Representative.

**21. Counterparts**

This Agreement may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

*[Signatures on Following Page]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatories, whose signatures appear below, have been and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate action to execute this Agreement.

**Affinity Bank**

**Client:** \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title



### Attachment 1: Authorized Representatives

The individuals listed below (the “Authorized Representatives”) are authorized to initiate and/or verify wire transfers on Client’s behalf under the terms of this Wire Transfer Agreement. Client must notify Bank in writing if Client wishes to add or delete an Authorized Representative.

Authorized Representative Name, Address, & Telephone #	Initiate Wire Transfers	Verify Wire Transfers
Name:	<input type="checkbox"/>	<input type="checkbox"/>
Phone:	Dollar Limit: _____	Dollar Limit: _____
Address:		
Name:		
Phone:	Dollar Limit: _____	Dollar Limit: _____
Address:		
Name:	<input type="checkbox"/>	<input type="checkbox"/>
Phone:	Dollar Limit: _____	Dollar Limit: _____
Address:		
Name:	<input type="checkbox"/>	<input type="checkbox"/>
Phone:	Dollar Limit: _____	Dollar Limit: _____
Address:		
Name:	<input type="checkbox"/>	<input type="checkbox"/>
Phone:	Dollar Limit: _____	Dollar Limit: _____
Address:		