



SYNOVUS[®]

**Accelerate AR
Services Addendum**

**Synovus Treasury Management Services
Accelerate AR Addendum**

Acceptance of Accelerate AR Services. By selecting the Accelerate AR Services (the “**Accelerate AR**”) on the Enrollment Form, you agree to the terms of this Accelerate AR Addendum (the “**Accelerate AR Addendum**”) and this Accelerate AR Addendum thereby becomes a part of the Master Services Agreement for Treasury Management Services (the “**Master Services Agreement**”). The Master Services Agreement, together with this Accelerate AR Addendum, shall constitute one “**Accelerate AR Service Agreement**” for the Accelerate AR, the terms and conditions of which shall be binding upon both parties and shall govern the establishment and continued use by Customer of the Accelerate AR Service. Customer acknowledges the receipt of a copy of this Accelerate AR Addendum and the current Master Services Agreement. This Accelerate AR Addendum is effective as of the date accepted by Bank. Capitalized terms used but not defined herein shall have the meanings provided in the Master Services Agreement. If a discrepancy or inconsistency is determined to exist between the terms of the Master Services Agreement and the terms of this Accelerate AR Addendum, the terms of this Accelerate AR Addendum will control with respect to the Accelerate AR, but only to the extent necessary to resolve the discrepancy or inconsistency.

1. **The Accelerate AR Lockbox Service.** You may use the Accelerate AR Service to have incoming payments sent to your designated post office box for delivery to and processing by Bank for deposit to your Account designated for this purpose in the Accelerate AR section of the Enrollment Form (the “**Lockbox Account**”). The designated post office box will be identified in the Enrollment Form for receipt of payments (the “**Lockbox**”), and you appoint Bank’s service provider (the “**Service Provider**” which is the third party selected by Bank from time-to-time to render Services including those under this Accelerate AR Addendum) as your depository agent for pick up remittance payments from the United States Post Office on a daily basis (excluding Saturdays, Sundays, federal and bank holidays) and processing all remittances received in the Lockbox for deposit to the Lockbox Account. The Post Office Box address is assigned to the Customer as the Post Office Box to be used by Customer’s customers or debtors in making the remittances to be processed to the Lockbox Account. Customer requests Bank to designate a courier (the “**Courier**”) to retrieve the contents of the Lockbox for delivery to Bank’s Partner., all in accordance with Bank’s internally established mail schedules as may be in effect from time to time. Bank may refuse to accept any mail other than the remittance payments described herein, including, without limitation, boxes, packages and C.O.D. mail.
2. **Remittance Processing.** Bank’s Partner will open envelopes as received from the Lockbox and deposit processed remittances to the Lockbox Account. Bank’s Service Provider will endorse the checks received and image the deposited items. You hereby irrevocably make, constitute and appoint Bank’s Service Provider (and all persons designated by us for such purposes) as your true and lawful attorney-in-fact to indorse your name on all remittances processed hereunder. Bank’s Service Provider’s indorsement shall not be a guaranteed indorsement. Bank’s Service Provider will create deposit batches of no more than 300 checks and will deposit the same to the Lockbox Account daily. No deposits will be made on weekends or federal bank holidays. Bank’s Service Provider will use commercially reasonable efforts to process and deposit items on the next Business Day after receipt of items for deposit by Bank at its offices. Any unprocessed remittances will be forwarded to Customer.
3. **Ordinary Care.** In performing the Accelerate AR Service and in the selection and use of facilities, equipment and personnel (including the Courier and Service Provider) required for such performance, and in the custody and safekeeping of materials furnished by Customer to Bank, Bank’s Service Provider shall exercise ordinary care, subject to the limitations set forth in this paragraph or elsewhere in this Accelerate AR Addendum. The parties recognize that there are no commonly accepted established existing industry standards as a standard of ordinary care for the performance of the Accelerate AR Service. Consequently, Customer agrees that Bank and its Service Provider shall be deemed to have exercised ordinary care in the performance of the duties required of them under this Accelerate AR Addendum if they substantially follow the procedures and practices set forth herein and in the Enrollment Form.
4. **Customer Agreements.** Customer agrees to follow the procedures outlined herein and in the Enrollment Form, or as otherwise provided in any Service Procedures, including, without limitation, those relating to document specifications for the remittance documents to be submitted hereunder. Customer will notify its payors to mail their remittances to the Lockbox by means of check, draft or money order and not to send cash or business reply mail or any other correspondence to the Lockbox. Customer acknowledges and agrees that if the performance of the Accelerate AR Service requires data, documents, information or materials of any nature to be furnished by Customer, or requires the assistance or participation of Customer’s personnel, then Customer, at Customer’s sole cost and expense, hereby agrees to furnish all data, documents, information and materials and to perform all such acts and to make appropriate personnel, records, and facilities available to Bank and its Service Provider, all at such times and in such form or manner as may be specified by Bank in order to enable Bank to perform the Accelerate AR Service hereunder. Customer is responsible for all printed forms, envelopes, postage, shipping and material costs and shall reimburse Bank for any expense incurred by Bank for any such items.
5. **Risk of Loss.** Bank shall bear the responsibility for damage, destruction, theft or loss of any remittance payments of Customer which occurs while such payments are in the Bank’s or its Service Provider’s possession; but no such payment shall be deemed to be in Bank’s or Service Provider’s possession until the check or item representing same is actually received and physically held by Bank’s or its Service Provider’s personnel at its respective offices. If a remittance payment is received in the form of cash or in bearer form, Bank or its Service Provider shall make all reasonable efforts to properly process and control same. Neither Bank nor its Service Provider will, however, be responsible for any claimed loss or mysterious disappearance of cash, gift certificates or other payments in bearer form, unless such loss is proven to be the direct result of fraud or theft by an employee or employees of Bank or its Service Provider. In no event shall the Bank or its Service Provider be responsible for the loss, theft or disappearance of remittance payments of any kind or description while such payments are in the possession of the United States Postal Service, Federal Express, the Courier, or any other independent courier.
6. **Changes in Accelerate AR Service.** The processing, crediting and collection of all items will be subject to all Bank rules and regulations applicable thereto and to the terms of the depository account agreement between Customer and Bank with regard to

the Lockbox Account. Bank may change the Accelerate AR Service as provided in the Master Services Agreement and Customer may request changes to or additional services by entering into one or more new Enrollment Forms with Bank, subject to Bank's approval. Customer may change the Lockbox location, add and/or delete Lockbox Accounts by request to the Bank Representative. Such change is subject to approval and will take effect after Bank has received such notice and had a reasonable opportunity to act.

7. **Exception Items Processing:** Customer authorizes and directs Bank to process so-called "exception items" as follows:
- a. Undated items: Bank is authorized to insert the current date and process the item if the date is missing.
 - b. Outdated items: Bank may, in its sole discretion, decline to process any item that is dated more than five (5) days after or six (6) months before the processing date.
 - c. Inconsistent amounts: If the written amount and the numeric amount of an item differ, and Bank identifies this, Customer authorizes and directs Bank to use the written amount of the check as the paid amount and agrees that Bank will not be held liable for any damages if an encoding error is created. Bank will take reasonable steps to correct any encoding error properly identified by Customer.
 - d. Restricted payments: If an item bears a restrictive legend or is accompanied by correspondence purporting to restrict the amount or nature of payment, Customer shall indicate on the Enrollment Form whether Bank is authorized to process the item for payment. Notwithstanding the foregoing, we assume no responsibility or liability for any failure to discover any such restriction or limitation.
 - e. Bank will accept and process Canadian items made payable in U.S. funds. Bank will process and deposit the check for the face value of the Canadian item. The check will then be processed through the International Exchange Department to determine the actual amount of the exchange rate. An adjustment will be completed and posted to the Lockbox Account or any other depository account of Customer for the exchange rate difference. All other foreign items will be returned to Customer prior to processing.
 - f. Dishonored Items.
 - i. Non-Sufficient Funds ("NSF"): Any NSF item and any item missing an endorsement(s) which can be supplied by the Bank will not be redeposited but will be charged against the Lockbox Account or other depository account of Customer and returned to Customer.
 - ii. Foreign Funds. Bank shall have no responsibility for processing or depositing any items payable in any funds other than United States currency. Consequently, items payable in foreign funds shall be forwarded to Customer unprocessed.

Customer may change designations by request to the Bank Representative. Such change is subject to approval and will take effect after Bank has received such notice and had a reasonable opportunity to act.