



## SECURITY ACCESS CIRCULAR

1. **AUTHORIZATION FOR ARRANGEMENTS WITH RESPECT TO WIRE TRANSFERS.** Prior to commencement of wire transfer services, the Customer will complete and execute the Master Transactions Agreement. The Bank will not accept outgoing wire transfer requests without a completed and executed Master Transactions Agreement being on file.

2. **PERSONAL IDENTIFICATION NUMBERS (“PINS”).** The Customer shall authorize certain individuals to request outgoing wire transfers (“Initiators”) and certain individuals to confirm outgoing wire transfers (“Authorizers” and collectively with the Initiators, the “Authorized Individuals”). The Bank, upon its receipt of a properly completed Wire Transfer Signature Card fully executed by the designated Initiators and Authorizers and certified by the secretary, assistant secretary, cashier, or assistant cashier of the Customer or other person authorized by the Customer’s board of directors in certified resolutions provided to the Bank, will issue PINs to each of the Initiators and Authorizers on the Wire Transfer Signature Card and mail the PINs and the Wire Transfer PIN Receipt Forms to each of such Initiators and Authorizers at the address specified on the Wire Transfer Signature Card or at such other address as designated by the Customer to the Bank in accordance with Paragraph 16 of this Security Access Circular. Upon the Bank’s receipt of the Wire Transfer PIN Receipt Form executed by an Initiator or an Authorizer, the Bank will activate the PIN for such Initiator or Authorizer, as the case may be, according to the Bank’s policies and procedures. It is the responsibility of the Customer to ensure that the confidentiality of PINs is maintained and to inform the Bank immediately of the addition or deletion of persons who are Authorized Individuals and the addition or deletion of the authority of any Authorized Individual. Each Initiator must provide his or her PIN when initiating an outgoing wire transfer request. If an Initiator cannot provide his or her valid PIN, the Bank will not accept a wire transfer request unless the Bank in its sole discretion elects to honor such request. The authority of an Initiator to make a request for wire transfer of funds and to issue other directions and instructions to the Bank for the account of the Customer shall be presumed if the person purportedly making the request uses the PIN associated with such person. The authority of an Authorizer to confirm a wire transfer of funds shall be presumed if the Bank calls the phone number listed on the Wire Transfer Signature Card or at such other phone number as designated by the Customer to the Bank in accordance with Paragraph 16 of this Security Access Circular and the person who answers the phone confirms all of the information for such wire transfer of funds.

Annually the Bank mails to each Authorized Individual a new PIN to replace his or her then current PIN which current PIN will expire thirty (30) days after such mailing. The Authorized Individual is required to return to the Bank a Wire Transfer PIN Receipt Form in order for the new PIN to be activated. If the Authorized Individual does not return the Wire Transfer PIN Receipt Form for the new PIN properly executed by the Authorized Individual it was sent to within sixty (60) days, the individual’s authority to initiate or confirm wire transfers will be terminated. Any reinstatement of authority for such individual to be an Authorized Individual

will require submission to and acceptance by the Bank of an original (faxes will not be accepted) letter on the Customer's letterhead signed by the secretary, assistant secretary, cashier, or assistant cashier of the Customer or other person authorized by the Customer's board of directors in certified resolutions provided to the Bank asking the Bank to mail a PIN and PIN Receipt Form to such individual.

3. **WIRE TRANSFER REQUESTS PRIOR TO ISSUANCE OF A PIN.** If the Initiators and Authorizers have not yet received their respective PINs, at the Bank's discretion, an Initiator may initiate a wire transfer via telephone without a PIN, provided that the Bank has received a facsimile of the Secondary Approval Form executed by an Authorizer other than the Initiator requesting the wire transfer of funds.

4. **REPETITIVE AND SEMI-REPETITIVE WIRE TRANSFER REQUESTS.** Upon the Bank's receipt of a Repetitive Wire Form and Internal Transfer Repeat Form executed by an Initiator, the Bank will perform a callback to an Authorizer, other than the Initiator who executed the Repetitive Wire Form and Internal Transfer Repeat Form, to confirm the (a) DEBIT account number, (b) the receiver's ABA number, (c) the receiver's name, (d) the name of the beneficiary's bank, (e) the beneficiary's account number with such bank, (f) the beneficiary's name, and (g) such other information as may be included on the Repetitive Wire Form. This callback will be performed prior to the Bank approving the request for a repetitive wire set up and prior to the Bank providing the Customer with a repeat code.

5. **RESERVED.**

6. **DRAWDOWN REQUESTS FOR TRANSFER OF FUNDS.** Upon the Bank's receipt of a Drawdown Request Set Up and Authorization Form executed by an Initiator and an Authorizer, the Bank will perform a callback to such Authorizer to confirm (a) the Customer's account number and title of such account, (b) the name and ABA number of the originating bank, (c) the name of the beneficiary, (d) the account number and title to be credited, and (e) such other information as may be included on the Drawdown Request Set Up and Authorization Form or requested by the Bank. This callback will be performed prior to the Bank approving the request for a drawdown request set up and prior to the Bank honoring the first drawdown request.

7. **WIRES PROCESSED THROUGH THE TELEPHONE.** Requests for wire transfers initiated by an Initiator through the telephone will require the caller to give his or her name, his or her PIN, his or her repeat code (in the case of a repetitive or semi-repetitive wire transfer request) or the number of the account to be debited (in the case of non-repetitive wire transfer requests), the amount of the wire transfer request, and any additional information that may be required for non-repetitive wire transfer requests. If the PIN or the repeat code (in the case of a repetitive or semi-repetitive wire transfer request) or the number of the account to be debited (in the case of non-repetitive wire transfer requests) is invalid then the Initiator on the telephone will be informed that the wire transfer request will not be accepted; provided, however, the Bank may, in its sole discretion, accept a wire transfer request with an invalid PIN if the Bank by alternative methods satisfies itself of the Initiator's identity. In the normal course of business, the Bank does not allow outgoing third-party wire transfers initiated via telephone. Outgoing third-party wire transfers initiated via telephone will be permitted on an exception

basis only and in the Bank's sole discretion. The Bank will perform a callback to an Authorizer which is not the Initiator for every non-repetitive wire transfer request initiated via telephone.

8. **WIRES PROCESSED THROUGH SECURECONNECT.** Requests for wire transfers processed through SecureConnect will be governed by the Master Transactions Agreement, this Security Access Circular, and the Wire Transfer System User's Guide, all of which may be amended, restated, modified, or replaced from time to time. Information concerning the security requirements surrounding the use of SecureConnect for requests for wire transfers can be found in the Wire Transfer System User's Guide, as in effect from time to time. All non-repetitive wire transfer requests initiated via SecureConnect will require a "Secondary Authorization" which is not the Initiator.

9. **WIRES IN EXCESS OF AN INITIATOR'S AUTHORITY.** Wires in excess of an Initiator's authority will not be permitted. If the amount of a wire transfer request exceeds the dollar limit for the Initiator initiating the wire transfer request, the wire transfer request will be cancelled.

10. **REQUESTS FOR INTERNATIONAL WIRE TRANSFERS.** An Initiator of an international wire transfer request will be required to request such wire transfer via facsimile and all information for such wire transfer request must be included in such facsimile. The Bank will call the Initiator of an international wire transfer request to verbally verify all of the information included in the facsimile requesting such wire transfer. Callback to an Authorizer other than the Initiator will be made to obtain a secondary authorization to approve the international wire transfer request. A request for an international wire transfer can never be established as a repetitive or semi-repetitive wire transfer request.

11. **CALLBACKS.** In addition to performing the callbacks previously described in this Security Access Circular, at the Bank's discretion, the Bank may call an Authorizer to verify the authenticity and accuracy of any of the Customer's wire transfer requests. If the Authorizer receiving the callback is unable to verify the wire transfer request (s), the Bank may refuse to accept the wire transfer request.

12. **SPECIALLY DESIGNATED NATIONALS AND OFAC.** Every outgoing wire transfer requested by the Customer and every incoming wire transfer received for the benefit of the Customer whether processed through a telephone call, through SecureConnect, through a facsimile, or through any other means will automatically be passed through a scanner looking for specially designated nationals ("SDN"). If the scanner responds with a positive match to an entity listed on the Office of Foreign Assets Control ("OFAC") SDN list on an outgoing wire transfer request then the Bank shall not process the outgoing wire transfer request, shall freeze the funds and place them in a restricted interest bearing account, and shall notify OFAC Compliance of the positive match unless the Bank, in accordance with its policies and procedures and in its sole discretion, determines to permit such wire transfer. If the scanner responds with a positive match on an incoming wire transfer then the Bank shall accept the incoming wire transfer and place the funds from the incoming wire transfer in a restricted interest bearing account and notify OFAC Compliance of the positive match. The Customer hereby warrants that it will maintain its own filter to test each originator and beneficiary of a

wire transfer request against the list of prohibited names maintained by OFAC, and further warrants that it will not request any wire transfer which, if accepted by the Bank, will cause the Bank to be in violation of any rule, regulation, or order of such agency or subject the Bank to any sanction imposed by such agency. All penalties imposed by OFAC on the Bank for any violation caused by the Customer's breach of this Section 12 will be passed on to the Customer. The Customer agrees it will indemnify, defend, and hold harmless the Bank against any loss or cost arising from the Customer's failure to screen its funds transfers.

13. **OTHER AGREEMENTS.** Except to the extent inconsistent herewith, the terms and conditions of the Master Transactions Agreement between the Bank and the Customer shall apply to this Circular as though set forth expressly herein.

14. **CHANGE OF PROCEDURES.** The Bank may change procedures for handling wire transfer requests, as set forth in this Security Access Circular or any other materials provided to Customer, at any time with ten (10) business days' prior notice, in writing or by a transmission in electronic or other form, of such change given to the Customer. Notice shall be deemed given to Customer if posted on the Bank's website or on the Bank's private internet network made available to Customer.

15. **FEES.** Customer will pay fees according to the Bank's fee schedules in effect from time to time. The Bank reserves the right to change the fee schedules at any time with thirty (30) business days' prior notice, in writing or by a transmission in electronic or other form, of such change given to the Customer. Notice shall be deemed given to Customer if posted on the Bank's website or on the Bank's private internet network made available to Customer.

16. **CHANGE OF PHONE NUMBERS AND ADDRESSES.** The Customer may request that the Bank change the telephone number or address designated on the Wire Transfer Signature Card for an Authorized Individual for a single day if the Bank receives an original or facsimile of a letter asking the Bank to make such change(s) for that day on the Customer's letterhead signed by the secretary, assistant secretary, cashier, or assistant cashier of the Customer or other person authorized by the Customer's board of directors in certified resolutions provided to the Bank. The letter must provide the name of the Authorized Individual as it appears on the Wire Transfer Signature Card, provide the new telephone number and/or new address at which the Bank should contact such Authorized Individual, and provide the date on which the Bank should contact such Authorized Individual at such new telephone number and/or new address.

17. **FORCE MAJEURE.** At any time during or after a hurricane, flood, tornado, act of God, war, explosion, or other similar event beyond the Bank's or the Customer's control occurs, the Bank may, in its sole discretion and without notice to the Customer, waive and/or change the procedures for handling wire transfer requests set forth in this Security Access Circular in order to address Customers needs in the face of such events.