

The following terms and conditions will apply to the disbursement of funds by wire transfer from the Client's account at Amerant Bank N.A. (the "Bank") to other accounts owned by the Client or by third parties, whether at the Bank or at another bank. In the event of any inconsistency between the English version of this Agreement and any translation of this Agreement to another language, the English version shall control.

**1. Definitions.** In this Agreement: (i) "Client" means the individual(s) or entity identified as such on Annex 1 to this Agreement; (ii) "Transfer" means any transfer of funds by the Bank pursuant to a Payment Order, whether by wire, telex, book entry, or other means; (iii) "Order" means any Payment Order or any communication relating to, amending, or canceling any Payment Order; and (iv) "Bank Address" means, with respect to each account of the Client at the Bank, the address of the Bank's office where such account is maintained. In addition, unless the context otherwise requires, terms used in this Agreement shall have the meanings set forth in Article 4A of the Uniform Commercial Code, as in effect from time to time in the state in which the Bank Address is located.

**2. Authorization.** The Client authorizes the Bank to execute a Payment Order received by the Bank in accordance with the terms and conditions contained in this Agreement by making a Transfer from the Client's account to the account of the Beneficiary, whether the Beneficiary's account is maintained at the Bank or at any other bank. If a Payment Order received by the Bank does not specifically designate any particular account of the Client which is to serve as the source of payment of the Payment Order, then any account of the Client may serve as the source for the payment, provided that payment of a Payment Order from that account is not inconsistent with a restriction on the use of the account. No Payment Order shall contain, and the Bank shall have no duty or obligation to execute any Payment Order that contains, any conditions to its execution except that the Client may specify the date of payment.

**3. Overdrafts.** The Bank may but shall not be required to execute a Payment Order if such execution would cause an overdraft in the account.

**4. Foreign Currency.** Should the Bank accept a Payment Order in a currency other than U.S. dollars, the Bank shall proceed to debit the account for the U.S. dollar equivalent of the amount of foreign currency to be paid at the Bank's prevailing rate of exchange. The Client agrees that the actual execution of the Payment Order may be reasonably delayed by the Bank, as appropriate, in order to complete the conversion of currency.

### **5. Security Procedure.**

(i) The parties shall comply with the security procedure selected on Annex 1 to this Agreement (the "Security Procedure"). If the Client fails to select the Security Procedure by checking one or more boxes on Annex 1, the Bank may confirm with the Client by any means it chooses the Security Procedure desired by the Client and then may check the corresponding box(es) on Annex 1 for the Client, in which case the Client's selection

of the Security Procedure shall be evidenced thereby for all purposes and with the same legal effect as if the Client had checked such box(es) instead of the Bank.

(ii) The use of the Security Procedure is hereby accepted and authorized by the Client and, unless and until any additional or different procedures are specified in a writing that is signed by the Bank and made a part of this Agreement, the use of the Security Procedure in the manner set forth in this Agreement shall be the sole security procedure required with respect to any Order, and the Client acknowledges and agrees that: (a) the Bank offers various procedures affording differing degrees of security; (b) the Security Procedure is sufficient to protect the interests of the Client in light of the Client's needs, and no special circumstances exist with respect to the Client that would require any other security procedure; and (c) the Security Procedure is a method of providing security against unauthorized Orders that is commercially, reasonable under the circumstances of the Client and in light of the size, type, frequency and volume of Transfers the Client contemplates undertaking.

(iii) The Bank may execute any Payment Order and act on any other instruction relating to the Payment Order and the Payment Order or instruction shall be effective as the Client's Order, whether or not authorized by the Client and regardless of the actual identity of its transmitter, provided that the Bank accepts the Payment Order or instruction in good faith and in compliance with the Security Procedure. At its option, the Bank may use, in addition to the Security Procedure selected by the Client, any other means to verify any Payment Order or related instruction.

(iv) The Client shall preserve the security and confidentiality of the Security Procedure and any related devices or materials, and shall promptly notify the Bank of any suspected compromise of the integrity of the Security Procedure.

(v) The Client acknowledges that the sole purpose of the Security Procedure is to determine the authenticity of Orders, and not to determine their accuracy. The Client is solely responsible for any duplication of Payment Orders and for the accuracy of the content of Orders and their transmission to the Bank.

**6. Record of Telephonic or Other Instructions and Communications.** The Bank may (in its sole discretion without any obligation to) record, electronically or otherwise, any communications, instructions, and other discussions between the Client and the Bank that relate to the issue of past, present, or future funds transfers affecting the account. The Client hereby consents to these recordings, and the Bank may retain them for as long as it deems appropriate and may destroy them at any time in its sole discretion.

**7. Acceptance or Rejection.** The Bank does not have any duty to accept an Order or, before acceptance, to take any action or refrain from taking any action with respect to any Order. The Bank may reject an Order or refuse to execute an Order without liability by transmitting a notice of rejection to the Client, orally, electronically, or in writing, before executing the Order.

## **8. Specific Funds Transfer System or Intermediary Bank.**

The Bank may use whatever funds transfer systems or methods are appropriate in its judgment for executing Payment Orders. The Bank will select the intermediary bank through which the Payment Order is transmitted. If the Bank accepts instructions for a Transfer, the Bank may disregard any portion of the instructions requesting the use of a particular intermediary bank or funds transfer system unless the Bank has agreed in writing to comply with the request.

## **9. Identification of Beneficiary/Beneficiary's Bank.**

If a Payment Order identifies the Beneficiary or the Beneficiary's bank inconsistently by name and number (i.e., the name and number do not correspond to the same person or bank): (i) the Bank and any subsequent bank may rely on such number as the proper identification; (ii) the Order may be paid on the basis of the number even if it is erroneous and does not correspond to the intended Beneficiary or bank; (iii) if payment is made under these circumstances, Client's obligation to pay the amount of the Order will not be excused; and (iv) the Client will be obligated to reimburse the Bank or any subsequent bank for any loss and expenses incurred by it as a result of its reliance on the number in executing or attempting to execute the Order.

## **10. Notifications/Client's Duty to Report Discrepancies.**

The Bank shall mail or deliver to the Client, at the most recent address of the Client reflected in the Bank's records, a confirmation or periodic statement stating the date and amount of each Transfer, and the account to which the Transfer was made. The Client shall examine such notification and advise the Bank within a reasonable period of time, not to exceed fourteen (14) calendar days after the Client receives the confirmation or statement, whichever is received first, of any unauthorized, duplicate, erroneous, or erroneously executed Payment Order. The Client's failure to timely notify the Bank discharges the Bank of any obligation to pay the Client interest on any principal amount to be refunded to the Client. The Client's failure to notify the Bank of any claim for an unauthorized Payment Order or an erroneously executed Payment Order within ninety (90) calendar days of the Client's receipt of notification reasonably identifying the Payment Order discharges the Bank of any obligation to refund the principal amount of such Payment Order. If the Bank provides hold mail service to the Client, the Client shall be deemed to have received, for purposes of this Agreement and for all other purposes, statements, confirmations, or other notices when they are made available to the Client for retrieval at the Bank's office.

## **11. Amendment and Cancellation of Payment Order.**

(i) Subject to the provisions of this paragraph, the Client may amend or cancel a Payment Order. The parties shall comply with the Security Procedure with respect to any communication canceling or amending a Payment Order. A communication canceling or amending a Payment Order that does not comply with the Security Procedure shall not be effective, nor shall it be effective unless the Bank receives it at a time and in a manner affording the Bank a reasonable opportunity to act on it before the Bank accepts the Payment Order.

(ii) If the Bank amends or cancels a Payment Order at the request of the Client, either before or after the Bank accepts the Payment Order, the Bank shall not be liable for, and the Client shall indemnify and hold the Bank harmless from, all losses, fines, penalties, settlements, claims, expenses (including attorneys' fees), costs, or other liabilities incurred by the Bank or for which the Bank is or may be held liable as

a result of the cancellation or amendment. The Client shall be bound by any amendment or cancellation of a Payment Order to the same extent that the Client would have been bound by the transmittal of a Payment Order pursuant to this Agreement.

## **12. Limitation of Liability; Indemnification; Duty to Cooperate.**

(i) The Bank shall not be obligated to accept, and shall not be liable for failing to accept, any Payment Order. The Bank shall not be liable for any failures, delays, or errors in the execution or effectuation of any Transfer, or for any related claims, losses, or damages, occasioned by the fault or negligence of any other bank or party or due to acts of God, natural disasters, actions of governmental authorities, mechanical, computer, telecommunications, or electrical failures, equipment malfunctions, war, civil insurrections or unrest, terrorist activities, riots, strikes, lock-outs, boycotts, blockades, or any other circumstances beyond the Bank's control.

(ii) THE BANK SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES THAT THE CLIENT MAY INCUR OR SUFFER BY REASON OF THE BANK'S ACTIONS OR INACTION CONCERNING A FUNDS TRANSFER. In no event shall the Bank's liability exceed, in the case of an erroneous Transfer, the amount unrecovered by the Bank, plus any compensation payable under the next sentence. The Client agrees that the maximum compensation the Bank may owe to the Client because of any failure by the Bank to make or cancel a Transfer properly shall be limited to an amount equal to the interest that would accrue on the amount in error at the Federal Funds rate paid by the Bank at the close of business on each day the error remains uncorrected. The Client agrees to take all reasonable steps to minimize any potential or actual Bank loss or liability.

(iii) The Client agrees to indemnify and hold the Bank harmless against any and all claims or damages of third parties (and related expenses, including but not limited to attorneys' fees) arising from or in connection with this Agreement and the services provided hereunder, provided the Bank has followed the procedures set forth in this Agreement or the Client's instructions.

(iv) The Client shall execute any documents and perform any acts reasonably requested by the Bank in order to assist in recovering funds from or in any other transaction with any third party or third parties.

## **13. Other Terms and Conditions/Cut-Off Times.**

Payment Orders or other Orders and Transfers are subject to all agreements (including those governing electronic banking services) and rules and regulations in effect from time to time governing the Client's accounts at the Bank. The Bank may from time to time establish "funds transfer business days", which shall be the days during which the Bank is open for receipt, processing and transmittal of Payment Orders, and may from time to time impose cut-off times for such funds transfer business days. Any Orders received after such a cut-off time shall be deemed to be received on the following funds transfer business day. The Bank's current cut-off time is 2 p.m. If the Bank changes its cut-off time, it will notify the Client of the change.

## **14. Bank's Receipt of Payment Orders for Client.**

All credits of Payment Orders to the Client's Account will, to the extent permitted by law, be conditioned on the Bank's irrevocable receipt of the corresponding funds from the sender of the Payment Order.

**15. Fees and Expenses.** Client agrees to pay all fees and charges which the Bank may, from time to time, impose in connection with funds transfer services and to reimburse the Bank for all out-of pocket expenses incurred by Bank in effectuating Payment Orders and related instructions. The Client hereby authorizes the Bank to deduct the amount of such fees, charges, and expenses from the account. In connection with any litigation arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees from the losing party.

**16. Applicable Law; Jurisdiction; jury Waiver.**

(i) This Agreement is subject to the provisions of all applicable Federal Reserve Bank operating circulars and all applicable provisions of federal law. Except as so provided, this Agreement shall be governed by and construed in accordance with the laws of the state in which the Bank Address is located.

(ii) Client agrees that any action or proceeding relating to this Agreement or any Payment Order may be heard by a state or federal court sitting in the state and county in which the Bank Address is located, and Client submits to the jurisdiction of each such court in any such action or proceeding. Without

affecting the Bank's right to serve legal process in any manner permitted under applicable law, the Client consents to the service of any and all process in any action or proceeding relating to this Agreement or any Payment Order by mailing copies of such process to the address specified for notices under Section 10 above. THE CLIENT AND THE BANK EACH WAIVE ANY RIGHT EITHER MAY HAVE TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY PAYMENT ORDER.

**17. Amendment.** This Agreement may be amended by the Bank at any time by written notice to the Client. Any use of services provide under this Agreement after the date the Client receives notice of amendment shall constitute acceptances of the terms of such amendment.

**18. Termination.** Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party. In addition, the Bank may terminate this Agreement immediately, without prior notice to the Client, at any time the Client fails to comply with any of its obligations hereunder or the Bank believes the Security Procedure has been compromised.