



Mercury International Wire Services Addendum

This Mercury International Wire Services Addendum (“**Addendum**”) governs your use of the International Wire Services. This Addendum supplements and forms a part of the Mercury Terms of Use between you and Mercury; the International Wire Services are “Services” and the International Wire Services Providers are “Banking Providers,” the terms as defined in the Mercury Terms of Use. This Addendum is effective as of the date you first use the International Wire Services and continues until you or Mercury terminates the Mercury Terms of Use or until this Addendum is terminated in accordance with its terms. **If you do not agree to the terms of this Addendum, you must not use the International Wire Services.**

In the event of any conflict between this Addendum and any other part of the Mercury Terms of Use, the terms of this Addendum will control solely with respect to the International Wire Services. Capitalized terms used but not defined inline in this Addendum have the meanings given in the Mercury Terms of Use or Article 4A of the California Uniform Commercial Code, as applicable. Unless otherwise specified, any reference to the Agreement in this Addendum will be deemed to include this Addendum.

1. **The International Wire Services and International Wire Services Providers.**

The “**International Wire Services**” are Services whereby, subject to the Agreement and applicable laws and payment system rules, you may send electronic, bank-to-bank funds transfers to, and receive electronic, bank-to-bank funds transfers from, accounts at financial institutions located outside of the United States (such transfers, “**International Wire Transfers**”).

The International Wire Services are made available to you through our relationships with certain financial institution and financial services partners (the “**International Wire Services Providers**”), not by Mercury. The International Wire Service Provider is **Column National Association, Member FDIC**. We may add or remove International Wire Services Providers at any time.

2. **Relationship to Provider Accounts, Other Services, Other Banking Providers.**

You must have an Account with us and a Deposit Account or Savings Account with one or more of our Banking Providers in order to access and use the International Wire Services. However, the International Wire Services are made available to you separately from (a) your Deposit Account or Savings Account provided to you by other Banking Providers, and (b) any “Payment Services” provided to you by “Payment Service Providers,” as such terms are defined in the Mercury Payment Services Addendum. This Addendum does not form a part of your agreement with any Banking Provider governing your Deposit Account or Savings Account. Banking Providers providing your Deposit Account or Savings Account and Payment Service Providers providing Payment Services to you will have no liability for the International Wire Services, and the International Wire Services Providers will have no liability for your Deposit Account or Savings Account or any Payment Services provided to you.

By accessing or using the International Wire Services, you are not establishing an account or other contractual or formal banking relationship with any International Wire Services Provider.

3. **Security Procedures.**

Your Administrator must establish the Users of the International Wire Services, and your Administrators and Users must access and use the International Wire Services, in accordance with the terms of the Agreement governing management and security of your Account, our technical specifications, and any applicable authentication procedures established by us from time to time for access to and use of your Account (collectively, the “**Security**”).

Procedures”). You acknowledge that the Security Procedures represent a commercially reasonable method of providing security against unauthorized Wire Instructions or transactions.

You warrant to us and the International Wire Services Providers that (a) your Administrators and Users are authorized to originate and/or approve Wire Instructions, and (b) any Wire Instructions communicated to us through your Account in compliance with the Security Procedures are effective and binding, irrespective of the actual identity of the sender or whether you authorized the Wire Instructions.

4. Submitting Wire Instructions.

You may submit to us an instruction for the transfer of funds to the account of a beneficiary at a financial institution outside the United States (a **“Wire Instruction”**) through your Account or through any other channel to which you and we may agree from time to time, in each case accordance with the Security Procedures. You agree to provide all information we may request or require in connection with a Wire Instruction.

To the extent required by applicable laws or payment system rules, you are responsible for obtaining and maintaining any authorization for the beneficiary identified by you in a Wire Instruction to receive payment by International Wire Transfer.

You are solely responsible for the accuracy and completeness of each Wire Instruction you submit to us. We and the International Wire Services Providers have no obligation to review your Wire Instructions for accuracy, completeness, errors, or omissions, and you are solely responsible for any error or omission in any Wire Instruction or other information submitted to us in connection with the International Wire Transfer Service.

You must not submit any Wire Instructions that violate, or would cause us or any International Wire Services Provider to violate, applicable laws or payment system rules. You must not submit any Wire Instructions on behalf of or for the benefit of any person or organization other than you.

5. Processing Wire Instructions and Payment Orders.

Following our receipt and acceptance of a Wire Instruction, we will communicate the Wire Instruction to an International Wire Services Provider. This communication will constitute a Payment Order for purposes of Article 4A of the California Uniform Commercial Code. You authorize the International Wire Services Provider to process the Payment Order on your behalf.

To execute any Wire Instruction and corresponding Payment Order, you authorize and direct us and the International Wire Services Providers to use the messaging network operated by the Society for Worldwide Interbank Financial Telecommunication (**“SWIFT”**) and/or any combination of electronic funds transfer facilities, messaging and communication facilities, intermediary and correspondent banks, and agents (collectively, **“Networks”**) that we or the International Wire Services Providers may select in our discretion. To the maximum extent permitted by applicable laws and payment system rules, any Network will be construed as your agent, rather than a service provider to us or the International Wire Services Providers. Neither we nor the International Wire Services Providers will have any liability for the performance or non-performance of any Network.

In the event of any inconsistency in the identifying information provided to us in a Wire Instruction (e.g., between name and account or identifying number), we in our discretion may communicate the corresponding Payment Order to the International Wire Services Provider, and the International Wire Services Provider in its discretion may execute the Payment Order, based solely on the account or identifying number provided in the Wire Instruction, and you will be solely responsible for any claims, losses, liabilities, damages, costs or expenses arising from the inconsistency.

Our communication of a Payment Order to an International Wire Services Provider and the International Wire Services Provider’s execution of the Payment Order are subject to the International Wire Services Provider’s cutoff time, which the International Wire Services Provider may establish in its sole discretion. Payment Orders communicated to an International Wire Services Provider after its cutoff time will be processed as of the next business day. We will use reasonable efforts to make available to you through your Account each International Wire

Services Provider's cutoff time; however, the International Wire Services Providers may modify their cutoff times in their sole discretion and without notice.

We may establish and apply limits and other parameters on the Wire Instructions we will accept from you or the Payment Orders we will communicate to an International Wire Services Provider pursuant to your Wire Instructions ("**Limits**"). For example, we may apply a maximum dollar value limit to any single Wire Instruction we will accept from you or to the sum total of Wire Instructions we will accept from you over a certain period of time (e.g., daily, weekly, monthly); or, we may apply a quantity limit to the number of Wire Instructions we will accept from you over a certain period of time (e.g., daily, weekly, monthly). We will use reasonable efforts to make available to you through your Account any Limits we have established for you; however, we may modify your Limits in our sole discretion and will have no obligation to accept any Wire Instructions from you or communicate any Payment Orders to an International Wire Services Provider pursuant to your Wire Instructions where such Wire Instructions exceed your Limits.

6. Rejection or Return of Wire Instructions or Payment Orders.

We may reject a Wire Instruction or decline or delay communication of a Payment Order to an International Wire Services Provider in our sole discretion, and the International Wire Services Provider may reject, delay, or refuse to process any Payment Order in their sole discretion.

Potential reasons why we or an International Wire Services Provider may reject or delay a Payment Order include a good faith determination that (a) executing the Payment Order is reasonably likely to violate applicable laws or payment system rules or present risk of financial loss to us, the International Wire Services Provider, or any other Banking Provider; (b) the Payment Order is inaccurate, incomplete, or unauthorized; (c) your submission of the Wire Instructions corresponding to the Payment Order did not comply with the Security Procedures; (d) the Payment Order does not comply with the Agreement, including any applicable Limits; or (e) the Payment Order is reasonably likely to be returned pursuant to applicable laws or payment system rules, including local laws or rules applicable to any Network, the beneficiary, or the beneficiary's financial institution. Importantly, this list of reasons for rejection or delay is illustrative, not exhaustive.

We will use reasonable efforts to make available to you the status of a Payment Order, including whether it has been rejected or delayed, through your Account based on information made available to us by the applicable International Wire Services Provider. Neither we nor the International Wire Services Providers will have any obligation to notify you in the event we reject a Wire Instruction or decline or delay communication of a Payment Order to an International Wire Services Provider or an International Wire Services Provider rejects or delays any Payment Order.

You will be solely responsible for any claims, losses, liabilities, damages, costs or expenses arising from the rejection or delay of any Wire Instruction or Payment Order. You may not resubmit any Wire Instruction representing a Wire Instruction or Payment Order that was previously rejected without our prior consent.

7. Payment.

When you submit and we accept a Wire Instruction:

- (a) you authorize the International Wire Services Provider to which we communicate a corresponding Payment Order on your behalf to debit your Deposit Account or Savings Account pursuant to your Wire Instruction for the amount of the Wire Instruction ("**Wire Instruction Amount**"); and
- (b) as program manager to the Banking Providers with which you hold your Deposit Account or Savings Account, we will place a hold on funds in your Deposit Account or Savings Account pursuant to your Wire Instruction for the Wire Instruction Amount, pending transfer to the International Wire Services Provider.

Payment of Wire Instruction Amounts must be made no later than the day on which we accept the Wire Instruction. For Wire Instructions submitted for immediate execution, we may accept the Wire Instruction as soon as the same business day or, if a Wire Instruction is submitted for immediate execution after the applicable cutoff time, we may accept the Wire Instruction as soon as the next business day. For Wire Instructions submitted for execution on a

future business day, we may accept the Wire Instruction as soon as the execution business day identified in the Wire Instruction. Our acceptance of a Wire Instruction does not determine or guarantee if or when the International Wire Services Provider will accept the corresponding Payment Order or when the beneficiary will receive funds representing your International Wire Transfer. In the event we accept a Wire Instruction and the applicable International Wire Services Provider rejects the corresponding Payment Order before execution, we will release the hold on funds in your Deposit Account or Savings Account for the Wire Instruction Amount.

You are responsible for ensuring sufficient funds are available in your Deposit Account or Savings Account pursuant to your Wire Instruction to pay the Wire Instruction Amount. We will not accept a Wire Instruction if sufficient funds are not available in your Deposit Account or Savings Account pursuant to your Wire Instruction to pay the Wire Instruction Amount.

8. Cancellation or Amendment of Wire Instructions.

You have no right, and neither we nor any International Wire Services Provider has any obligation, to cancel or amend (a) a Wire Instruction once we have accepted it, or (b) a Payment Order once the International Wire Services Provider has received it. If you send us a request to cancel or amend a Wire Instruction that we have accepted or a Payment Order an International Wire Services Provider has received, we in our sole discretion may attempt to act on the request, subject to our verification of the request using the same or materially equivalent Security Procedures used to submit the Wire Instruction. Where we attempt to act on the request, the applicable International Wire Services Provider in its sole discretion may accept or reject our attempt. You will be solely responsible for any claims, losses, liabilities, damages, costs or expenses arising from our or the International Wire Services Provider's decision not to or inability to effect such a request.

Where a Wire Instruction or Payment Order is successfully canceled, the Wire Instruction or Payment Order will be deemed to have never been submitted. Where a Wire Instruction or Payment Order is successfully amended, the Wire Instruction or Payment Order will be deemed to have been submitted in its amended form.

You will indemnify us and the applicable International Wire Services Provider for any costs or expenses incurred in connection with acting or attempting to act on your request to cancel or amend a Wire Instruction we have accepted or a Payment Order the International Wire Services Provider has received.

Neither we nor the applicable International Wire Services Provider will have any obligation to refund the amount of any Wire Instruction or Payment Order unless and until (a) we and the International Wire Services Provider receive definitive evidence the Payment Order has been stopped, and (b) the International Wire Services Provider receives a full refund of any funds it previously transferred or permitted to be transferred pursuant to the Payment Order.

9. Incoming Wire Transfers.

You may receive incoming International Wire Transfers using the international routing credentials we make available to you through your Account. When your Deposit Account or Savings Account is specified as the beneficiary account in an incoming Payment Order and the International Wire Services Provider has received transfer of funds representing the Payment Order from a Network, you authorize and direct the International Wire Services Provider to credit your Deposit Account or Savings Account, pursuant to the incoming Payment Order, in the amount of the incoming International Wire Transfer.

In the event of any inconsistency in the identifying information provided to an International Wire Services Provider in an incoming Payment Order (e.g., between name and account or identifying number), the International Wire Services Provider in its discretion may execute the Payment Order based solely on the account or identifying number provided in the Payment Order.

We or the International Wire Services Provider may return, or delay processing of, an incoming Payment Order in our sole discretion.

10. Unauthorized Wire Instructions, Payment Orders, and International Wire Transfers.

If you discover an error with respect to a Wire Instruction, Payment Order, or International Wire Transfer notify us promptly after the error was evidenced on your Account. Potential errors may include any unauthorized Wire Instruction or Payment Order, any payment in an amount different than the amount you intended, authorized, or expected, any payment to a beneficiary you did not intend, and any payment of an incoming International Wire Transfer that you did not expect to receive or that is different than the payment you expected to receive. You will indemnify us and the International Wire Services Provider for any claims, losses, liabilities, damages, costs or expenses arising from your failure to notify us of an error with respect to a Wire Instruction, Payment Order, or International Wire Transfer as provided in this section.

11. Funds Custody and Sweeps.

Funds representing your outgoing and incoming Payment Orders (“Settlement Funds”), together with funds representing outgoing and incoming Payment Orders of our other customers, are held in an account at the International Wire Services Providers established for your benefit and the benefit of our other customers (“Clearing Accounts”). You agree to appoint us as your agent for the limited purpose of entering into an agreement with each International Wire Services Provider on your behalf to sweep your Settlement Funds from the Clearing Accounts at the International Wire Services Provider to accounts at other depository institutions (**“Sweep Network Institutions”**). You acknowledge that (a) the International Wire Services Providers will act as our agent and custodian for the limited purpose of establishing and maintaining deposits of Settlement Funds at Sweep Network Institutions; (b) you will have no direct relationship with the International Wire Services Providers or the Sweep Network Institutions; and (c) you may obtain information about your Settlement Funds balance from us, not any International Wire Services Providers or Sweep Network Institutions.

12. Your Representations and Warranties.

When you submit a Wire Instruction or any request to cancel or amend a Wire Instruction or Payment Order, you represent and warrant to us and the International Wire Services Provider to which we communicate the corresponding Payment Order that (a) the Wire Instruction and the payment that is the subject of the Wire Instruction (1) is for business or commercial purposes and not personal, family, or household purposes; and (2) complies with the Agreement and applicable laws and payment system rules; and (b) any Company Information you have provided to us is accurate and complete. Additionally, to the extent the International Wire Services Provider makes representations and warranties to us or you pursuant to applicable laws (including Article 4A of the California Uniform Commercial Code) with respect to any Payment Order, you make reciprocal representations and warranties to us and the International Wire Services Provider with respect to such Payment Order.

You will indemnify us and the International Wire Services Provider for any claims, losses, liabilities, damages, costs or expenses arising from your breach of these representations and warranties.

We may suspend your access to or use of the International Wire Services immediately and without notice to you in the event we or any International Wire Services Provider reasonably suspects you have breached applicable law or this Addendum.

13. Our Monitoring Rights.

Upon reasonable advance notice, we, the International Wire Services Provider, or our designated representative may request, and upon such request you will provide, documentation and other records relating to (a) your access to and use of the International Wire Services and (b) if requested, certain specifically identified Wire Instructions and Payment Orders, in each case sufficient to demonstrate your compliance with the Agreement.