



**Wire Transfer Addendum to the
Business Online Banking Service Agreement**

Together with the Business Online Banking Services (“Bus. OB Services”) Agreement (“Agreement”) to which you have agreed (and is deemed incorporated herein), this addendum (“Wire Transfer Addendum”) supplements said Agreement, contains and evidences your consent to use, and describes your rights and obligations when using the “Wire Transfer Service”, which employs the One-Time Password Service (“OTP Service”) of the Bus. OB Service, through Apple Bank for Savings (“Apple Bank” or “Bank”), a New York state chartered savings bank and Member FDIC. The Agreement also describes the Bank’s rights and obligations.

PLEASE TAKE NOTICE: ALL TERMS AND CONDITIONS OF THE AGREEMENT INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO YOUR RESPONSIBILITIES, LIABILITIES, OBLIGATIONS TO RELEASE, HOLD HARMLESS AND INDEMNIFY THE BANK, TO PROVIDE TIMELY NOTICE(S), ETC., AS WELL AS THE BANK’S EXPRESS DISCLAIMERS OF ALL WARRANTIES AND LIABILITY, DISCLOSURES CONCERNING YOUR ONLINE SECURITY, ELECTRONIC COMMUNICATIONS, SYSTEMS REQUIREMENTS, GENERAL TERMS AND CONDITIONS, ETC., ARE EXPRESSLY DEEMED INCORPORATED HEREIN AS IF MORE FULLY SET FORTH, AND SHALL APPLY IN ALL RESPECTS TO THE WIRE TRANSFER SERVICE PROVIDED PURSUANT TO THIS ADDENDUM. Please read it, again, and make a copy for your records.

Supplemental definitions and abbreviations appear in Section VII, below.

By subscribing, using a handwritten or “wet” signature on a hard copy of this Addendum, or by means of an Electronic Signature, (e.g., by clicking the “I confirm” and “I agree” buttons), if permitted, and by requesting access or using the Wire Transfer Service, you and anyone else you authorize to access or use the service agree to comply with, and be bound, **both** by this Wire Transfer Addendum and the Agreement.

You represent and warrant that you are over the age of 18 and all information you provide to the Bank in connection with the Wire Transfer Service, through ECs or otherwise, is now and shall continue to be true, correct and complete. You shall not impersonate any person or use a name you are not legally authorized to use. You will not use the Wire Transfer Service for any unlawful or prohibited purpose, expressly or impliedly, under this Wire Transfer Addendum or applicable law or regulation.

You will not copy, store, use, recreate or interfere with any intellectual property and related legal rights of the Bank or any other third-party provider of information or Wire Transfer Services hereunder, as subcontractor, vendor or otherwise including, but not limited to, rights related to trademarks, service marks and copyrights. Further, you represent and warrant that you will not use the Wire Transfer Service in any manner that could damage, disable, overburden, or impair or interfere with any other Entity or person’s use and enjoyment of the Wire Transfer Service.

I. WIRE TRANSFER SERVICE

(A) DESCRIPTION; BASIC TERMS:

As an Enrollee in the Wire Transfer Service you may make unconditional domestic payments in fixed U.S. Dollar amounts to individuals, companies and governments within the United States using the Bus. OB Service

portal. You do so, as sender, by submitting irrevocable instructions that you transmit to Apple Bank, as receiving bank, authorizing it to initiate your Payment orders to be processed through a Funds-Transfer System, payable to the credit of a beneficiary bank for further credit to the account(s) of named beneficiaries

Upon processing your Payment order full payment for the dollar amount of each such instruction will be debited from your Account or Pay from Account. Applicable Wire Transfer fees will be deducted on the last business day of each calendar month in which there was such activity. **APPLE BANK SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES YOU SUSTAIN: (1) WHEN IT PROCESSES PAYMENT ORDER INFORMATION YOU HAVE SUBMITTED, OR (2) FOR ANY MISAPPLICATION OF THE FUNDS OR WIRE TRANSFER PROCEEDS BY ANY FUNDS TRANSFER SYSTEM, INTERMEDIARY BANK, CORRESPONDENT, AGENT, OR THE BENEFICIARY'S BANK, OR (3) IF APPLE BANK DECLINES, IN ITS SOLE DISCRETION, TO HONOR A PAYMENT ORDER OR WIRE TRANSFER INSTRUCTION, OR (4) IF APPLE BANK FAILS TO CANCEL OR AMEND A PAYMENT ORDER AFTER TIMELY NOTICE OF THE REQUEST BY YOU AND A REASONABLE COMMERCIAL OPPORTUNITY TO ACT ON THE REQUEST.**

All Payment orders so received by Apple Bank will be deemed to have been received from you. Payment orders may involve one or more intermediary banks, agents and communications systems. All Wire Transfers are subject to applicable federal, state and local laws and regulations, including but not limited to the USA PATRIOT Act and the US Department of Treasury Office of Foreign Assets Control ("OFAC") Sanctions and Specially Designated Nationals ("SDN") lists, as well payment system (e.g., FedWire) rules, as well as the Bank's policies and procedures, by which rules, policies and procedures you hereby agree to be bound.

Further, if and when you issue a Payment order identifying any party by both name and unique numeric or alpha-numeric identifier (e.g., ABS routing number; account number, etc.), **YOU ACKNOWLEDGE THAT APPLE BANK, AND INTERMEDIARY BANKS AGENTS OR PERSONS PROCESSING YOUR WIRE TRANSFER PAYMENT ORDER MAY RELY UPON SUCH UNIQUE NUMERIC OR ALPHA-NUMERIC IDENTIFIER PROVIDED WITHOUT CHECKING WHETHER OR NOT IT IS CONSISTENT WITH THE NAME OF THE CREDIT PARTY IN THE PAYMENT ORDER YOU SUBMITTED OR ERRONEOUS, AND THAT YOU SHALL BE HELD LIABLE TO APPLE BANK FOR ANY LOSS, LIABILITY, EXPENSE OR DAMAGE IT MAY INCUR OR SUSTAIN RESULTING FROM ANY SUCH INCONSISTENCY OR ERROR.**

(B) ENTITY AUTHORIZATION FOR DOMESTIC WIRE TRANSFERS:

By this Enrollment in the Wire Transfer Service, you, the Entity, acknowledge that, on acceptance, the Wire Transfer functionality will be added to your Bus. OB service plan, and, in that regard, you hereby affirmatively represent and warrant to Apple Bank that, upon or before execution hereof, and at all relevant times thereafter, the Wire Transfer Service:

1. Has been and will continue to be: (A) duly approved and authorized by the Boards of Directors (or similar governing body or bodies) of **BOTH the Entity and any third-party Entity whose Accounts are linked by an Administrator who is a common signer thereon**, and (B) not in violation of any law, rule, regulation or by-law of any such Entities or contract(s) to which they are a party;

2. Will continue to permit full access and use of said Additional Service by the undersigned (or any other Administrator) and/or any designated Additional User (or Authorized Person) authorized by an Administrator (electronically, using the system), now or hereafter, and at the sole risk and peril of any such Entity;

3. Will include: (A) access to all non-excluded Accounts for such Additional Services and (B) authority to perform all financial transactions in connection with any requested Wire Transfer(s) on behalf of the undersigned Entity **or that of any third-party Entity whose Accounts are linked by an administrator who is a common signer thereon;**

4. Will be performed only by a person(s) duly appointed or designated as an Administrator or Additional User (or Authorized Person) **by the Entity or any by such third-party Entity;**

5. Will require use of One Time Passwords (“OTP”) by any Administrator, Additional User (or Authorized Person) to execute any Payment order for a domestic Wire Transfer, as and for additional security, pursuant to the OTP Addendum to the Agreement, which the undersigned has received, read and understood;

6. Will be subject to the limits and parameters (e.g., by Account, by transaction type, by amount, using dual controls, one-time passwords, etc.) set by the undersigned (or another) Administrator, and including, but not limited to, authority and/or permission(s) to effectuate Wire Transfer orders and related withdrawals;

7. Will continue to be further subject to the terms and conditions of this Wire Transfer Addendum to the Bus. OB Service Agreement including, but not limited to, the security procedures stated there (e.g., including Administrator authorizations, the use of the OTP authentication methods), Bank liability limitations and related provisions, as it incorporates and supplements the Agreement, Addenda and other related documents; and

8. Evidences your consent to the obligations that apply under the Bank’s Account agreements and disclosures, and its policies and procedures, now and hereafter, when any Entity is using the Wire Transfer Service.

(C) ALL ENTITY WIRE TRANSFERS MADE PURSUANT TO THIS WIRE TRANSFER ADDENDUM WILL BE SUBJECT TO THE FOLLOWING CONDITIONS:

i. **Expense:** Apple Bank agrees to send this Wire Transfer at your expense. The amount of the transfer, service charges and fees of a correspondent bank, if any, may be charged to your Account or Pay from Account.

ii. **Use of Agents – Responsibility:** The Bank may use any correspondent or agent in connection with the handling of this Wire Transfer and will not be responsible for any of their acts of negligence, their errors, defaults, delays or omissions. Neither Apple Bank nor any correspondent or agent shall be responsible for any loss or delay in the transmission or delivery of the funds transferred by Wire Transfer and, as such, makes no representations or guarantees and accepts no responsibility for the date on which the wired funds are ultimately credited or posted to the recipient’s account. Neither Apple Bank nor any correspondent or agent shall be responsible for any failure to complete any transmission or delivery resulting from failure to locate or error in identifying the recipient or resulting from war, censorship, blockade, revolution, insurrection, civil commotion or from any law or decree of any government or resulting from any other cause whatsoever beyond the Bank’s control or that of any correspondent or agent.

iii. **Non-Guarantee of Receipt:** Apple Bank does not guarantee that the funds wired, as requested, will be received by the recipient. No refund shall be made in case of mis-payment of funds by any correspondent, agent or sub-agent of Apple Bank or by the financial institution of the recipient, except that if the correspondent, agent or sub-agent of the Bank or the financial institution of the recipient, refunds any funds to the Apple Bank, those funds, at Apple Bank’s free disposal, less any cost incurred for obtaining those funds, will be refunded to you.

iv. Irrevocable Wire Transfer: It is hereby understood and agreed that once the Wire Transfer request is placed on the wire by Apple Bank, its correspondent or its agent, the transfer is irrevocable and cannot be canceled under any circumstances whatsoever. In addition, any request for a refund coupled with the cancellation request will not be honored by this Bank.

v. Risk of Customer: Apple Bank agrees to send this Wire Transfer at your sole risk. By signing this Wire Transfer Addendum, you acknowledge that you have verified the accuracy of the information provided by you herein (including the name of the recipient, the account number of the recipient and the identity of the recipient's bank) to the best of your knowledge. In addition to the limitation of liability set forth in subsection (C) ii. of this Wire Transfer Addendum, you further agree under any circumstances not to hold Apple Bank liable for the consequences of non-payment, delayed payment or payment contrary to this request if same occurs through inadvertence, accident or oversight. If the Wire is not received by the recipient within a reasonable time period, then, upon your request, Apple Bank will make a reasonable attempt to locate its whereabouts; reasonable attempt will be deemed to mean contacting, by telephone, any correspondent, agents, the recipient institution or any other party through whom the money was transferred.

vi. Wire Transfer Disclaimer: In accordance with UCC Section 4-A-202, you understand and agree that Apple Bank shall not be liable for any unauthorized outgoing Wire Transfer that it processes if it has acted in good faith has adhered to the following commercially reasonable Wire Transfer security procedure: Apple Bank shall confirm the authenticity of the Wire Transfer application as follows:

- For any Payment order submitted by you through the Bus. OB Service requesting a Wire Transfer, **APPLE BANK WILL BE RESPONSIBLE ONLY FOR VERIFYING THE "ELECTRONIC SIGNATURE" OR "E-SIGNATURE"** of the Entity, Additional User or Authorized Person submitting it. No further review of the authenticity of the Payment order and instruction for a Wire Transfer will be performed; **THE ENTITY, ALONE, IS RESPONSIBLE FOR THE ACTS AND OMISSIONS OF ITS ADMINISTRATOR(S), ADDITIONAL USER(S) AND AUTHORIZED PERSON(S) RELATIVE TO ALL PAYMENT ORDERS AND WIRE TRANSFERS EFFECTUATED THROUGH THE BUS. OB SERVICE IN ITS NAME OR IN THE NAME OF ANY THIRD-PARTY ENTITY WHOSE ACCOUNT(S) HAVE BEEN LINKED BY AN ADMINISTRATOR.**

- Apple Bank is under no obligation to verify the authenticity of or to process your Wire Transfer request, as determined in its sole discretion.

- When the Account is held in the name of an Entity, the identity of the person(s) authorized to sign the Wire Transfer Addendum will initially be determined through a review of the business Entity banking transactions authorization resolution on file with the Bank and the signature(s) of the applicant will be compared with that of the Entity's authorized signer(s).

In no event will Apple Bank be held responsible for payment of more than ninety (90) days' interest on any authorized Wire Transfer if notice of said unauthorized transaction was given more than ninety (90) days after the first statement on which it appeared.

Wire Requests: While Apple Bank makes every effort to process Wire Transfer requests on the business day on which they are received, Wire Transfer requests received after **3:00 PM** on a given business day, may not be processed until the following business day. Apple Bank reserves the right to cancel any Wire Transfer instruction that would violate any local, state or federal law or regulation

II. YOUR RESPONSIBILITY FOR SECURITY AND ONE-TIME PASSWORDS ("OTPs")

(A) WIRE TRANSFER SECURITY:

In conformity with the terms and conditions of this Wire Transfer Addendum, and any other Addenda to the Agreement, **YOU, THE ENTITY, ARE AND SHALL BE AND REMAIN SOLELY RESPONSIBLE FOR MAINTAINING ALL ASPECTS OF SECURITY NECESSARY TO PROTECT AND PRESERVE THE FINANCIAL INTERESTS OF THE ENTITY**, as well as those of any other third-party Entity on whose behalf an Administrator or Additional User (or Authorized Person) acts when using the Wire Transfer Service. That responsibility includes **ALL TERMS AND CONDITIONS OF THE AGREEMENT**, including, but not limited to, those pertaining to the **“AUTHORITY OF THE ADMINISTRATOR”** (See, Agreement **section II**).

APPLE BANK STRONGLY RECOMMENDS THAT YOU GIVE SERIOUS CONSIDERATION TO EMPLOYING THE DUAL SIGNATURE AUTHORITY FEATURE OF THE BUS. OB SERVICE PLATFORM WHEN ESTABLISHING IMPLEMENTING, MAINTAINING AND MONITORING ADMINISTRATOR AND USER AUTHORITY TO INITIATE PAYMENT ORDERS FOR WIRE TRANSFER TRANSACTIONS.

(B) ONE-TIME PASSWORDS:

a. Description of Service: The Wire Transfer Service will provide you with additional security through the use of one-time pass words (“OTPs”) delivered electronically. A OTP is an out of band authentication technique designed to authenticate the identity of Users seeking to perform certain financial transactions and/or in other circumstances which often involving elevated risks, including Wire Transfers.

b. Required OTP Enrollment. For Entities approved for Wire Transfer Services, when a User logs in to the Bus. OB Service and seeks to perform a Wire Transfer, he or she will be required to use OTPs.

c. Three OTP Methods. Upon attempting a Wire Transfer transaction, the User will be prompted to choose one of three (3) delivery methods. An OTP may be delivered by: (1) text message to a smart phone, (2) email message, or (3) telephonically. Only those phone numbers you have previously provided will be offered for delivery of your OTP; you will not be able to change the phone number when requesting a OTP for a transaction in process. Take a moment and confirm that your profile shows your correct contact information for delivery of the PIN number.

Once the User makes this choice and the OTP authentication method has been successfully verified through the Bus. OB Service, it will be available to further authenticate the identity and authority of the User to proceed in such circumstances, unless and until an Administrator changes or deletes the User’s authority (i.e., Permissions).

d. Online Security. The OTP Service is an integrated part of the Wire Transfer Service. It is also a process referred to as “layered security” or “multi-factor authentication”, which is intended to further authenticate the identity of the Administrator or User to ensure that only authorized persons will be allowed to complete certain Account transactions or other activity, i.e., those acting with knowledge or possession of unique information (e.g., User IDs, Passwords, User Names and Images, One-Time Passwords, etc.).

Under your service plan, an Administrator may designate Users or Authorized Persons to perform only specified Account transactions, which may be limited by account number, transaction type, dollar amount(s), required dual authority, and additionally required authentication through use of OTPs, etc. The use of OTPs strengthens the limitations placed by an Administrator on a User’s actions by double-checking his or her identity before being permitted to proceed.

e. No Duty to Monitor OTPs; Bank Liability. The Bank is responsible only for proven acts or omissions establishing its own bad faith, gross negligence or willful misconduct in the processing and sending of Wire Transfers pursuant to your instructions. In no event will the Bank be liable for damages or other relief because of lost, undelivered or unsent OTP messages not received:

f. Affirmative Consent: When you sign below or, if permitted, submit an Electronic Signature to this Wire Transfer Addendum, you are electronically furnishing your affirmative consent to Enroll in the Wire Transfer Service, which employs the OTP Service.

g. Fees. The Bank does not impose any additional charge for your use of OTPs, but your Internet Service Provider and wired and/or mobile phone carrier(s) may impose charges or fees for data usage, text messaging or other use of their services in receiving OTPs.

III. ASSUMPTION OF RISK, HOLD HARMLESS AND INDEMNIFICATION

Reaffirming the provisions to which it agreed in the Business Online Banking Application and Agreement (B-368) and the Modification application (B-371) thereto, the Entity shall bear the sole risk and peril of any financial loss or damage sustained hereafter as a result of performing Wire Transfers, either directly or through electronically linked third-party Accounts. The Entity acknowledges its assumption of all such risks based upon: (1) the designation of the individual(s) as a corporate signatory, empowered to perform these very acts (i.e., Payment orders for Wire Transfers, electronically) upon being verified as a common signer for the aforesaid Entities, and (2) the representations and warranties set forth in this Wire Transfer Addendum, the Agreement and any other Addenda thereto, the Banking Transactions Authorization & General Resolution Form [LGL-325 (7/15), or later version], the aforementioned form B-368, and the Designated Additional User Form (B-369).

In consideration of the Bank's approval of the Modification application (B-371), the Entity assumes all risk of liability arising from any Administrator's acts or omissions, and agrees to release, hold harmless and indemnify Apple Bank, its directors, officers, employees, successors and assigns from and against all claims, demands, actions, suits or proceedings for all losses, damages, injuries to persons or property and liabilities (including attorneys' fees, costs and expenses) alleged to arise out of the application (B-368), the Modification application (B-371), the Agreement, any Addenda thereto, and access to or use of the Wire Transfer Service by any person.

The foregoing assumption of risk, agreement to hold harmless and indemnify such persons, as aforesaid, **shall apply to all Entity financial transactions**, now and hereafter, whether performed by an Administrator, an additional User (or Authorized Person), including those of **any third-party Entity** whose Accounts have been **electronically linked by an Administrator**, if applicable, and for the consequences arising therefrom.

IV. LIABILITY

a. Our Liability. **TOGETHER WITH THOSE SET FORTH IN THE AGREEMENT and ADDENDA thereto**, this section explains our liability to you only to the extent that other agreements, notices or disclosures do not separately disclose our liability.

b. We will not be liable to you for any failure to provide access to Wire Transfer functionality of the Bus. OB Service portal or platform following Enrollment, or by reason of financial transactions or other activities conducted (or if temporarily unavailable for any reason, not conducted) on your Accounts. Unless otherwise required by law, we are responsible only to perform in good faith the Services described herein and may **ONLY** be liable to you for

the actual amount of direct loss or damage that you sustain which proximately results from **our gross negligence, willful misconduct or the Bank's breach of an explicit representation or warranty** set forth herein.

c. **We will not be liable to you in the following instances:**

1. If through no fault of the Bank, you do not have sufficient available funds in your Account or external account to make or fund a Wire Transfer.
2. If the Bus. OB Service, your operating system or software or Wire Transfer Service is not functioning properly at the time you initiate a Wire Transfer.
3. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents a Wire Transfer transaction despite reasonable precautions that we have taken.
4. If there is an administrative hold on your Account or Pay from Account (i.e. if access to them is blocked in accordance with the Bank's Rules).
5. If there is an outstanding item of legal process resulting in a hold against your Account or Pay from Account including, but not limited to, restraining notice, execution, sheriff's or marshal's levy, IRS Notices of Levy, NYS Tax Compliance Levy, Levy by execution, Court Ordered restraint, attachment, warrant or seizure notices, etc.).
6. If your funds are subject to a legal proceeding or other encumbrance which restricts a Wire Transfer.
7. If your transfer or Bill Payment authorization terminates by operation of law.
8. If you believe someone has accessed one of your Accounts or Pay from Account without your permission and you fail to **IMMEDIATELY** notify the Bank.
9. If you have not properly followed the instructions on how to make a Wire Transfer using the Bus. OB Service and under this Agreement.
10. If we have received incomplete, erroneous or inaccurate information from you or a third party involving your Account(s), external account(s), Payment orders for Wire Transfers including, but not limited to, dollar amount(s), account numbers, ABA bank routing numbers, etc.
11. If we have a reasonable basis for believing that unauthorized use of your User IDs, Passwords, Bus. OB Services, Additional Services, Account(s) or Pay from Account has occurred or may be occurring, or if you default under this or other agreements with us, or
12. If you or we terminate this Agreement.

THE FOREGOING SHALL CONSTITUTE THE BANK'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT.

NO WARRANTIES. THE BANK DISCLAIMS ANY LIABILITY FOR ERRORS AND OMISSIONS CONTAINED IN THE CONTENT OF, OR DISPLAYED BY MEANS OF, THE WEBSITE OR THE BUS. OB SERVICE PORTAL OR PLATFORM, INCLUDING THE WIRE TRANSFER SERVICE. THE BANK DOES NOT WARRANT THE ACCURACY, COMPLETENESS OR ADEQUACY OF SUCH INFORMATION.

THE WIRE TRANSFER SERVICE IS PROVIDED AND FURNISHED TO YOU ON AN "AS IS," "AS AVAILABLE" BASIS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE BANK DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL RIGHTS. THE BANK MAKES NO WARRANTY REGARDING LINKS TO THIRD-PARTY WEBSITES OR THIRD-PARTY SOFTWARE. YOUR USE OR ACCESS TO SUCH THIRD-PARTY LINKS AND SOFTWARE, OR WEBSITES IS DONE ENTIRELY AT YOUR OWN RISK.

Indemnification. You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees, representatives and agents harmless against any third-party claim, demand, loss, action, suit, or other proceeding, costs and expenses, including attorneys' fees, costs and expenses, related to or arising in any manner from the use of the Wire Transfer Service by you or any person.

Third Parties. We will not be liable to you for any loss or liability for damages resulting from any failure of your equipment or software, or the failure(s) of ACI and its processing agent(s), iPay Solutions™ or any Internet Service Provider, Internet browser provider (*See*, recommended browsers under System Requirements, in the Agreement). Nor will we be liable to you for any direct, indirect, special or consequential damages resulting from your access to or inability to access the Wire Transfer Service.

Virus Protection. The Bank will not be held responsible for any electronic virus or viruses that you encounter through use of the Wire Transfer Service. We recommend that you routinely scan your Computer using a current virus protection product. An undetected virus may corrupt and destroy your programs, all or a portion of your data, files and hardware.

V. Duty to Update Email Addresses, Phone Numbers and Profiles

It is very important —indeed, it is required— that you keep current and updated all Entity, Administrator and User email addresses, phone numbers and Profiles on file with the Bank. Whenever any email address, phone number or Profile changes you must **promptly update** this information with the Bank so we can communicate with you about important security matters [e.g. **including OTPs**, e-notifications, alerts, Password changes, User ID changes, email address changes (to new and old addresses), etc.] in a timely manner. Changes will be effective when processed by ACI.

VI. Term and Termination

Term. The Wire Transfer Addendum will become effective on the Effective Date and shall remain in full force and effect until termination of Bus. OB Service or Wire Transfer Service by the Bank or as follows:

Termination for Convenience. An Administrator may discontinue the Wire Transfer Service by Informing the Bank in writing, but will not take effect until received and Apple Bank has an opportunity to act upon it.

VII. Definitions. In addition to those in the Online Banking Services Agreement, the following definitions apply:

1. The Business Online Banking Wire Transfer Service (“Wire Transfer Service”), which embeds the One-Time Password Service (“OTP Service”), is available to you for the origination of Wire Transfer transactions using the Bus. OB Service. In the Wire Transfer Service context, the OTP Service involves the use of one-time passwords (“OTPs”) as a means to enhance security through an out-of-band method(s) designed to further authenticate the identity and/or authority of an Administrator, User or Authorized Person seeking to perform a Wire Transfer transaction(s).
2. “Electronic Signature” is an EC made and delivered by you (or with your authority), if or when permitted, indicating your consent to this Wire Transfer Addendum. Upon verification of your Personal Image and Name, each use and submission of your User ID and Password: (1) acts as your legal signature, (2) qualifies as an Electronic Signature under 15 U.S.C. §7006(5), and (3) signifies your continued acceptance

of: (a) Wire Transfer Addendum and, as applicable, (b) your agreement(s) with ACI its processing agent(s) for Wire Transfer Services.

3. "Enrollment" for purposes of this Wire Transfer Addendum is the process through which you enroll using a "wet" signature (or electronically, using an Electronic Signature, if permitted), accepting the terms and conditions of the Wire Transfer Service, along with its embedded OTP Service, which are described herein and in your agreements, if any, with ACI. You Enroll by (1) signing below, signifying your acceptance, or if applicable and permitted, (2) by clicking "I Agree" at the end of ACI's Terms & Conditions signifying your assent using ECs, and "SUBMIT" at the close of the enrollment page(s).
4. "Funds-transfer system" means a Wire Transfer network, automated clearing house, or other communication system through which a Payment order by a bank may be transmitted to the bank to which the order is addressed.
5. "Payment order" is an instruction of a sender to a receiving bank, transmitted orally, electronically, or in writing to pay, or to cause another bank to pay, a fixed or determinable amount of money to a beneficiary, if the instruction is not conditional and the receiving bank is to be reimbursed by debiting of or payment from the sender, and the instruction is transmitted to the receiving bank or an agent, funds transfer system or communication system for transmittal to the receiving bank.

CONFIRMED AND AGREED:

(Print Name of Entity)

By:

Title:

Apple Bank for Savings
Member FDIC
B-375 (12/15)