



Investment Management and Trust Terms and Conditions of Wire Transfer

As used in this Investment Management and Trust Terms and Conditions of Wire Transfer (“Terms and Conditions”), “You” means you, as an existing Key Private Bank or Key National Trust Company of Delaware client, “the Bank” means Key Private Bank, a line of business of KeyBank National Association, Key National Trust Company of Delaware, and KeyBank National Association, as applicable.

Method of Wire Transfer

The Bank provides You with access to a wire transfer service, which enables You to request a payment order by a service request for a transfer of available funds from Your designated account at the Bank for payment to a designated third party’s account at another financial institution (herein called “Wire Transfer”) via FEDWIRE, International Telex Transfer, or a similar wire transfer service used primarily for funds transfers between financial institutions and the Bank (herein called “Wire Transfer Service”).

Acceptance of Terms and Conditions and Amendments to Terms and Conditions

Each time You use this Wire Transfer Service, You agree to be legally bound by these Terms and Conditions, as amended. Except as otherwise required by applicable law, we may add, remove, or otherwise modify any of the Terms and Conditions, its related services, and applicable fees and charges, at any time and without notice to You, and such changes will be effective immediately. These Terms and Conditions as revised will be posted on an Internet website at www.key.com within the Wealth Management tab, or any other Internet website designated by the Bank as a replacement site for www.key.com, and we may send You notice, in writing, or in another reasonable manner and promptly confirmed in writing addressed to You at the address set forth in the Customer Identification and Information Form. Your continued use of the Wire Transfer Service after the Bank sending any required notice, or posting such changes to these Terms and Conditions on this website, will constitute Your acceptance of and agreement to be bound by such changes to these Terms and Conditions. You agree that these procedures

are commercially reasonable and acceptable to You and are sufficient to provide You with notice of such changes. The revised Terms and Conditions will supersede the affected terms and conditions hereof, and shall apply to any activity or transaction previously or hereafter taken by You in connection with the Wire Transfer Service, except new fees and charges shall apply prospectively only.

Authorization and agents

You authorize the Bank to withdraw the amount of any requested Wire Transfer which You may authorize and instruct via email, mail, in-person meeting, fax or by phone call, plus any applicable fees and charges, from Your designated account at the Bank. Each Wire Transfer requested by You shall be binding on You, and the Bank shall have no liability or other obligation for any unauthorized Wire Transfer. The authority of any agent of You may be established under applicable principles of agency law or by resolution of You. Without limiting the generality of the foregoing, You hereby authorize each of the persons listed as Authority Officer, Designated Representative, or Powerholder on the account file, and any person who may be added to such account file by amendment thereof or by a delegation and written authorization by You, to issue or authorize to be issued Wire Transfers, including any cancellation or amendment thereof, in the name and on behalf of You, given by any means or modality, including without limitation via email, mail, in-person meeting, fax or by phone call. The Bank may rely on the authorization set forth in the prior sentences with respect to any Authority Officer, Designated Representative, or Powerholder until a member of Your relationship team of the Bank has received proper notice of amendment deleting

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such person as an Authority Officer, Designated Representative, or Powerholder and the Bank has had a reasonable opportunity to act upon such notice. Any notice of amendment to the Authority Officers, Designated Representatives, or Powerholders on the account file may be signed by any other person whose authority to do so has been established to Bank's satisfaction.

Authentication and verification

- (a) When a Wire Transfer is requested in Your name, its authenticity will be verified pursuant to the authentication procedure established by the Bank, which may include contacting You by phone. Where a repetitive Wire Transfer is requested, such initial request and any proposed modification will be verified but each successive transaction need not otherwise be independently verified.
- (b) You agree that the authentication procedure used by the Bank in connection with the Wire Transfer Service are commercially reasonable for You, and You waive any objection that they are not. Each Wire Transfer shall bind You, whether or not authorized, when issued in Your name and accepted by the Bank in compliance with such authentication procedures. To the extent that You fail to follow these authentication procedures, You shall be deemed to have refused such authentication procedures and the Bank will not process the Wire Transfer. You further agree that the authentication procedures are strictly confidential and should not be disclosed to anyone not having a legitimate need to know.
- (c) The Bank's authentication procedure does not provide for the detection of Your errors, and in no event shall the Bank be liable for Your errors. The Bank may change its authentication procedure, or otherwise impose additional security procedures, from time to time with or without notice to You.

Cancellation or amendment

You shall have no right to amend or cancel any Wire Transfer after the Wire Transfer has been executed. The Bank may, however, on its own initiative and without obligation, act upon Your request to amend or cancel by attempting to recall a Wire Transfer, but shall have no liability if such recall is not effected. Any request

to recall a Wire Transfer must comply with the Bank's authentication and security procedures. If the Bank agrees to a request from the sender or originator to recall a Wire Transfer which has been credited to Your account, the Bank may deduct or set off the amount of the Wire Transfer from or against Your account or otherwise obtain a refund from You.

Overdrafts

You do not have the right to incur an overdraft in any of Your accounts as a result of a Wire Transfer. You shall have in Your account, at the time a Wire Transfer is initiated, a balance of actually and finally collected funds sufficient to cover all of Your obligations, including the Wire Transfer. The Bank may, however, in its discretion, execute the Wire Transfer even if such execution should result in the creation of an overdraft in Your account. You shall be liable to the Bank for any such overdraft. If insufficient funds are available in Your account to cover a Wire Transfer, including charges, the Bank may, in its discretion, send the amount of funds available or send the payment net of charges, or not execute the Wire Transfer.

Inconsistency of name and account number

If an identifying or Bank account number provided in a Wire Transfer issued in the name of You identifies a person different from the beneficiary named in the Wire Transfer, or if the words and numbers set forth in a Wire Transfer are otherwise inconsistent, You understand that execution or payment of the Wire Transfer might be made by the Bank, another beneficiary's bank, or any other person on the basis of an identifying number, account number, or other number rather than on the basis of the name or words. If a Wire Transfer identifies an intermediary bank or the beneficiary's bank both by name and an identifying number and the name and number identify different persons, You understand that the Bank, another receiving bank, or any other person might rely on the number as the proper identification of the intermediary or beneficiary's bank even if it identifies a person different from the bank identified by name. The Bank may, in its discretion and without liability, choose to rely either upon a name or other words, or upon an identifying, related, accompanying, or bank account number in a Wire Transfer. The Bank shall not, for any purpose, be deemed to know that an account

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identifying or other number in a Wire Transfer does not identify or match the person or words intended to be identified or otherwise set forth therein unless the officer or employee of the Bank, who receives or accepts the Wire Transfer has actual knowledge and awareness of the contents of the Wire Transfer and the fact that a discrepancy exists. The Bank will not be liable for any loss whatsoever resulting from the Bank's completion of any Wire Transfer solely on the basis of an identifying or account number, and You will be obligated to the Bank for the amount of the Wire Transfer plus any applicable fees.

Execution; cutoff hours

The Bank will execute and accept each Wire Transfer authenticated on the business day received unless the authentication is conducted specifically for a future-dated Wire Transfer. The Bank may require additional authentication of any Wire Transfer request. Such additional authentication may include telephone confirmation of the request. The Bank reserves the right to reject a Wire Transfer request that cannot be properly authenticated. Cutoff hours may be established and changed by the Bank from time to time. Instructions for Wire Transfers received after such cutoff hours may be treated by the Bank for all purposes as having been received on the following business day.

Provisionality of credits

While Your account may be credited in the amount of an incoming Wire Transfer to Your account, such crediting shall be subject to receipt of final settlement by the Bank and any cancellation effected or agreed to by the Bank. If the Bank does not receive final payment for the Wire Transfer, You agree to refund the Bank the amount of the Wire Transfer. If You fail to refund the amount of the Wire Transfer within fourteen (14) days after You are credited for the Wire Transfer, the Bank may withdraw the amount of the refund plus any applicable fees from Your Bank account. You also agree that the party initiating a Wire Transfer to You shall not be deemed to have paid You the amount of the funds transfer until the bank receives final payment.

Rejection and payment of Wire Transfer

The Bank shall have the right to reject or impose conditions that must be satisfied before it will accept Your instructions for a Wire Transfer for any reason,

including without limitation Your violation of any term of these Terms and Conditions, Your failure to maintain a sufficient withdrawable account balance, or the belief by the Bank that the Wire Transfer may have not in fact been authorized. Likewise, the Bank has no obligation to accept any incoming Wire Transfers for Your benefit. A Wire Transfer may also be rejected by an intermediary or beneficiary bank other than the Bank, or by operation of law. If a Wire Transfer is rejected, the Bank shall endeavor to notify You by telephone, electronic transmission, in writing or by other means chosen by the Bank. Written notice shall be effective when sent; electronic notice shall be effective when received. The Bank shall, however, have no liability to You by reason of such rejection by another person in the Wire Transfer chain, or the fact that such notice was not given or was not given at an earlier time, or within any specified period of time of receipt, acceptance, execution, or payment of any Wire Transfer.

Report of discrepancies

Within thirty (30) days after the date You receive notification from the Bank, whether by advice, confirmation, statement, or otherwise, or the Bank makes such notification available to You by computer link or display on the Bank's website, that a Wire Transfer in Your name was accepted by the Bank, or Your account was debited or credited with respect to a Wire Transfer, or within thirty (30) days of any earlier date upon which You have notice from another source of execution, payment, non-execution, or nonpayment by the Bank or any other party of any Wire Transfer issued in Your name or paid to Your account, You must notify the Bank in writing of the relevant facts regarding any unauthorized or erroneous Wire Transfer, any discrepancy reflected in such notification or notice, and any claim for a refund. Your failure to so notify the Bank within said thirty (30) days shall relieve the Bank of any liability it would otherwise have in regard to such Wire Transfer. You will also be liable to the Bank for any damages or losses the Bank may incur as a result of Your failure to notify the Bank within the time period stated in this paragraph. The Bank shall have no obligation to notify You of the receipt, execution, or payment of any Wire Transfer within any specified period of time or for detecting any error contained in any Wire Transfer sent.

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Warranties

You warrant and represent that Your performance of these Terms and Conditions has been duly authorized and is Your binding obligation. You warrant that each Wire Transfer initiated by You in connection with this Wire Transfer Service is fully authorized by You and by any other party whose authorization is required. The Bank shall not be liable for any loss, damage, or liability, which may arise from the unauthorized use of any of Your communication methods with the Bank, including but not limited to email, mail, in-person meeting, fax or by phone call, or Your failure to ensure the Bank maintains Your most up-to-date contact information and resulting use of the Wire Transfer Service.

Limitation of liability

You understand that the Bank is not responsible for detecting any error contained in any Wire Transfer information sent by You to the Bank. In no event will the Bank, or any affiliate or vendor be liable for any special, indirect, incidental, or consequential damages whatsoever.

Notices

All notices or other communications of any type in connection with these Terms and Conditions or the Wire Transfer Service hereunder, to the extent reasonable and practicable, shall be made in writing, or in another reasonable manner and promptly confirmed in writing. Written communications should be addressed to You at the address set forth in the Customer Identification and Information Form. Written communications to the Bank should be sent to the KeyBank Unit identified in the most recent account statement, unless the Bank specifies a different address to You in writing.

Recording

The Bank may, but shall not be obligated to, tape or otherwise record telephone conversations between You or Your authorized agents and the Bank.

Wire Transfer Agreement

If You have signed a separate Wire Transfer Agreement or Wire Transfer Terms and Conditions with the Bank or any of its affiliates, the terms of that Wire Transfer Agreement or Wire Transfer Terms and Conditions may also apply to Your Wire Transfer. If the terms of such Wire Transfer Agreement or Wire Transfer Terms and Conditions are inconsistent with these Terms and Conditions, the terms of such Wire Transfer Agreement or Wire Transfer Terms and Conditions will control any Wire Transfer made in relation to that product and pursuant to such Agreement or Terms and Conditions.

Governing law

You agree that all matters relating to Your use of the Wire Transfer Service and each Wire Transfer shall be governed by the laws of the State of Ohio, including without limitation, Uniform Commercial Code Article-4A, being Sections 1304.51 to 1304.85 O.R.C. as amended, and the federal laws of the USA, without regard to any State's conflicts of law principles.

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