

WIRE TRANSFER AGREEMENT (For Not In Person Wires)

THIS WIRE TRANSFER AGREEMENT (“Agreement”) governs wire transfers of funds instructed not in person (“Wire Transfer Service”) by you at SOUTH STATE BANK. The “Agreement” includes the Authorization and other enrollment forms for the Wire Transfer Service, which are incorporated herein by reference. This Agreement does not replace, but supplements, any and all other agreements that govern any account maintained by you at Bank (whether now or in the future). Your use of the Wire Transfer Service is governed by this Agreement, the terms and conditions of the deposit account agreement and other disclosures for each of your deposit accounts, and other documentation and enrollment forms you have executed in establishing your banking accounts with us, which are hereby incorporated and made a part of this Agreement (collectively, the “Account Agreements”). In the event of an inconsistency between this Agreement and the Term and Conditions or other agreements governing your Accounts, this Agreement controls. Notwithstanding anything to the contrary herein, if you are also a party to the Treasury Management Master Services Agreement with us, that agreement shall control wire transfers made using Bank’s treasury management service.

1. Definitions.

- 1.1. “Account” and “Accounts” refers to your deposit account(s) designated for use of the Wire Transfer Service on the Authorization.
- 1.2. “Authorization” means the authorization form attached as **Schedule A** which is completed by you and delivered to Bank and any amendment or replacement thereof which is completed by you and delivered to Bank.
- 1.3. “Authorized Agent” means the individual or individuals, if any, authorized on behalf of Customer and listed in the most current Authorization on file with Bank.
- 1.4. “Bank,” “we,” “our,” and “us” mean SOUTH STATE BANK, which includes its subsidiaries, successors and assigns.
- 1.5. “Business days” mean Monday through Friday, excluding bank holidays.
- 1.6. “Customer,” “you” and “your” refer to the account holder authorized by SOUTH STATE BANK to use the Wire Transfer Service and anyone else authorized by that account-holder to exercise control over the account holder’s funds.
- 1.7. “Payment order” means an instruction to Bank, from or in the name of Customer, to pay or cause another financial institution to pay money to a beneficiary.
- 1.8. “Remittance transfer” is an electronic transfer of funds initiated from a consumer account located in the United States primarily for personal, family, or household purposes to a designated beneficiary located outside the United States.
- 1.9. “Wire Authorization Code” means the alphanumeric or numerical code assigned to an Authorized Agent in Customer’s Authorization.

1.10. “Wire transfer” or “funds transfer” means the series of transactions, beginning with any payment order, made for purpose of making payment to the beneficiary of the order. “Wire transfer” does not include any consumer electronic funds transfers that are governed by Regulation E, 12 C.F.R. § 1005.1 *et seq.*

2. Scope. You agree that this Agreement is governed by the Uniform Commercial Code Article 4A, applicable federal law, and the rules in effect governing the use of any system through which the funds may be transmitted, including without limitation Federal Reserve Regulation J with regard to Fedwire, except to the extent this Agreement can and does vary such laws and rules. This Agreement does not apply to transfers governed by the Electronic Funds Transfer Act and Regulation E, except that federal law provides for certain rights in connection with remittance transfer. Funds transfers under this Agreement are not “electronic funds transfers” under Regulation E. Thus, the consumer disclosures for electronic funds transfers set forth in the Account Agreements or other account documents do not apply to funds transfers under this Agreement. Remittance transfers are discussed in more detail below, and additional disclosures will be provided at the time of the remittance transfer, which disclosures shall control over any conflicting provision contained in this Agreement.

3. Authorization. Customer shall promptly deliver to Bank an updated Authorization whenever there are deletions from, additions to or changes to any of the information contained in the Authorization form. For all services hereunder, until Bank has received such an updated Authorization and has had a reasonable time to act thereon (which shall not be less than two business days), Bank may continue to act pursuant to the most current Authorization on file at Bank. Customer warrants and represents that each Authorized Agent shall be a person who is authorized to direct funds transfers of Customer’s funds pursuant to depository resolutions of Customer from time to time in effect at Bank.

4. Security Requirements.

4.1. **Security Procedures.** Upon Bank’s receipt of Not In Person wire request, Bank will (A) call any one of your Authorized Agents at the telephone number identified for Customer in Bank’s core platform and (B) require such Authorized Agent to confirm the Authorized Agent’s Wire Authorization Code and comply with any other Security Procedures then in effect. You agree that Bank may accept not in person wire transfer requests from persons other than an Authorized Agent; provided, that Bank will not process any not in person wire transfer request until Bank makes a successful verification call back to an Authorized Agent. You agree to indemnify and hold Bank harmless for any wire transfer not made as the result of our inability to successfully verify a wire transfer by call back prior to our internal wire Cutoff Time (as defined below). You agree that we may conclusively presume that any person at the number listed for an Authorized Agent that possesses the Wire Authorization Code and otherwise complies with the Security Procedures is an Authorized Agent.

The authorizations, call back procedures, and Wire Authorization Codes set forth herein, and all other security codes and procedures, as applicable, are “Security Procedures” established to authenticate the identity of the person attempting to gain access to the Wire Transfer Service. You agree to comply with these Security Procedures and any other Security Procedures we direct you to use. Further, you acknowledge and agree that the Security Procedures constitute commercially reasonable security procedures under applicable law for the initiation of wire transfers. You agree

that, if we comply with the Security Procedures, we will not be liable for the amount of any unauthorized wire transfer requests which we honored in compliance with the Security Procedures. You acknowledge and agree that you shall be bound by any and all transactions initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by you, to the fullest extent allowed by law, and Bank shall be entitled to conclusively rely upon any payment order given in compliance with the Security Procedures. Any instructions, directions, or other information provided by Customer, any representative of Customer, or any other party utilizing the Security Procedures will be deemed to have been authorized by Customer, and Bank may rely upon, and will be indemnified and held harmless by Customer for acting upon, any such direction, instruction, or information. Customer acknowledges and agrees that the Security Procedures are not designed to detect errors in the requests initiated by Customer and that Customer bears the sole responsibility for detecting and preventing such errors.

4.2. **Confidentiality and Internal Security.**

4.2.1. **Confidentiality.** You agree to keep the Wire Authorization Codes and other Security Procedures strictly confidential and to disclose them only to those individuals who are required to know them. You must establish and maintain procedures reasonably designed to ensure the confidentiality of the Wire Authorization Codes and Security Procedures and to safeguard against unauthorized transactions.

4.2.2. **Internal Security; Risk Assessment.** You understand the importance of your role in preventing misuse of your Accounts. You agree to establish, maintain and update commercially reasonable policies, procedures, equipment and software (“Internal Security Controls”) that will safeguard the security and integrity of your computer and other equipment used to initiate payment orders and account information from unauthorized use, intrusion, takeover or theft, and prevent your Wire Authorization Codes from unauthorized discovery or use. You bear all risk of fraudulent transfers and other losses arising from your internal security breaches, external security breaches of your equipment, networks, systems, or other information, or from the interception of your communications prior to their receipt by us. You are encouraged to consider purchasing insurance to cover any internal security losses. You agree to periodically (but no less than once annually) perform a risk assessment and evaluation of your Internal Security Controls and these Security Procedures. You agree to consider the size, type, and frequency of wire transfer requests you intend to make. You will consider the risks presented by the possibility of unauthorized access to the Wire Transfer Services and your obligation on wire transfer requests, including those that are unauthorized. After your review, you will notify us if your use of the Wire Transfer Service would necessitate or be better served by a level of security that exceeds that previously selected by you or offered by the Wire Transfer Service. If you fail to notify us, you acknowledge and agree that the security aspects of the Wire Transfer Service are appropriate for your needs and will provide you with a commercially reasonable degree of security against unauthorized use. You agree to provide us with the results of your internal security assessments upon our reasonable request.

Email Instructions. You acknowledge that unsecured (i.e., unprotected, unencrypted) email is not a secure means of transmission of sensitive and/or confidential information. You acknowledge and accept that unsecured emails may be intercepted by unauthorized parties and exposed to the risk of unauthorized access or alteration by third parties. You agree we

may accept payment orders via secured and unsecured email or through other electronic communication means from any person purporting to be an Authorized Agent which is given in compliance with the Security Procedures.

4.3. **Lost or Stolen Wire Authorization Codes.** If you believe that any Wire Authorization Code or Security Procedure has become known by unauthorized persons, you must contact us immediately by telephone. In the event that a Wire Authorization Code may be compromised, we will remove those codes from our system and assign new codes to the Authorized Agents.

4.4. **Changes to Security Procedures.** We reserve the right to change any of the Wire Authorization Codes and other Security Procedures, including without limitation to the imposition or substitution of new or additional security devices for identification of or access by your authorized representatives. We will endeavor to give you reasonable notice of any change in Security Procedures; provided, however, that we may make any change in Security Procedures without advance notice to you if we, in our judgment and discretion, believe such change to be necessary or desirable to protect the security of our systems and assets. Your implementation and use of any changed Security Procedures after any such change shall constitute your agreement to the change and your confirmation that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

5. **Transfer Requests.**

5.1. **Initiating Transfers.** You may direct us to transfer funds from your Account(s) to an account at another institution in accordance with the terms and conditions as stated herein. Bank will accept wire transfer requests during the normal business hours of our Wire Transfer Department, which are 8:00 a.m. to 5:00 p.m., prevailing Eastern Time, on business days. Wire requests received by Bank at or after 5:00 p.m. prevailing Eastern Time, on business days, or on a day that it not a business day for either Bank or the Federal Reserve Bank, will be processed the next business day.

5.2. **Honoring Transfers.** Bank will execute any wire transfer request authenticated using the Security Procedures, if accepted, on the date transmitted, provided that South State receives a Not In Person request (a) for domestic transfers, before 4:00 p.m. prevailing Eastern Time, (b) for International Transfers, before 3:30 p.m. prevailing Eastern Time, or (c) for either domestic or International Transfers, through Treasury Navigator, by 5:00 p.m. prevailing Eastern Time (these times are referred to herein as the "Cutoff Time") or such other Cutoff Time as Bank may hereafter establish, on a business day for Bank, the applicable wire transfer system and the receiving financial institution. We will honor a request for a wire transfer only if the individual making the request provides us with the information required by our procedures for the Wire Transfer Service. We reserve the right to use any wire transfer system we select to effect the requested transfers. Bank may also, at its sole discretion, select the order in which to execute multiple pending wire transfer requests.

We will be under no obligation to honor, either in whole or in part, any wire transfer request: (a) which exceeds collected funds in the deposit Account with us; (b) which we are not able to verify through the use of the Security Procedures or otherwise; (c) which is not in accordance with this Agreement, or any other condition indicated by you and agreed to by us; or (d) which is not in

accordance with the Account Agreements governing the Account. Notwithstanding the foregoing, Bank, in its sole discretion and without any obligation to do so, may choose to honor a wire transfer request which may be drawn on uncollected funds or which will result in an overdraft in Customer's Account with Bank, and in such instance, Customer will be liable to Bank for the amount of such uncollected funds drawn upon or such overdraft plus any additional charges and expenses as provided by the Account Agreements and Fee Schedule governing such Account, including reasonable attorney's fees and costs of collection, if applicable. Bank's election to honor any such wire transfer request will not affect Bank's right to refuse to honor any one or more subsequent or other wire transfer request. In any case, if Customer fails to pay in accordance with the Agreement, Bank shall be entitled to request cancellation of the transfer, or to undertake any other legal means to collect the amount of the transfer if unable to cancel, including exercise of right of offset against any funds in any of your accounts with us.

5.2.1. **Domestic Transfers.** Subject to Customer's satisfaction of Bank's Security Procedures, Bank will execute domestic wire transfer requests on the banking day received, provided such requests are received by us within the established Cutoff Time and provided such banking day is a business day for both us and the Federal Reserve Bank.

5.2.2. **International Transfers.** International Transfers must be denominated either in United States Dollars or in a foreign currency, and the type of currency must be clearly stated at the time of the transfer request. Subject to Customer's satisfaction of Bank's Security Procedures, Bank shall transmit on the date received any transfer requests received prior to the Cutoff Time on a business day. Transfer requests that we receive at or after the Cutoff Time on a business day or on a day other than a business day will be transmitted on the next business day after receipt of your transfer request. The value date applicable to the conversion of foreign currencies to the United States Dollar equivalent will be determined as follows: (i) for transfer requests denominated in United States Dollars, the value date of the transaction shall be the date of receipt if received prior to the Cutoff Time or the next business day if received after the Cutoff Time; and (ii) for transfer requests denominated in foreign currency, the value date of the transaction will be set by our correspondent bank at the time we quote the conversion rate. You bear all risk of loss due to fluctuation in the rate of exchange.

5.3. **Authorization to Charge Account.** Upon receipt of any wire transfer request initiated by you pursuant to this Agreement, Customer authorizes Bank to charge Customer's accounts in the amount of the wire transfer request plus the applicable fee as listed in Bank's current Fee Schedule.

5.4. **Confirmation of Transfers; Account Reconciliation.** Your account statement will reflect all completed wire transfer requests. You have the duty to review your statements and timely report any unauthorized transfers, discrepancies, or other problems as set forth in this Agreement and in the Account Agreements governing your Account. Telephone or write us as soon as you can if you believe your statement is wrong or if you need more information about a transaction listed on the statement. Failure by you to promptly report any such errors or issues within a reasonable time, which in no event shall exceed 60 days after we sent or made available to you the first statement upon which the problem or error appeared, shall preclude you from asserting against us any claims arising from the error or any loss caused by the error or issue.

If specifically requested, we will prepare for you an advice of each completed wire transfer request. We will mail it promptly to your statement address or deliver it to you by an electronic means of delivery as specified in **Schedule B**, unless you give other instructions for delivery or non-delivery.

Notwithstanding any longer review period permitted by the Account Agreements, if you fail to notify us of any discrepancy within seven (7) days following your receipt of the advice or from the date which an advice is made available to you electronically, you agree that we will not be liable for any losses resulting from your failing to give us such notice.

6. Errors, Rejections by Bank. You are solely responsible for accurately identifying in your wire transfer requests the beneficiary, the beneficiary's bank, and any intermediary bank. If a request indicates an intermediary bank or a beneficiary's bank inconsistently by name and identifying number, execution of the request might be based solely upon the number, even if the number identifies a bank different from the named bank or a person who is not a bank. If a request describes a beneficiary inconsistently by name and account number, payment might be made by the beneficiary's bank based solely upon the account number, even if the account number identifies a person different from the named beneficiary. Customer's obligations shall not be excused in these circumstances, and Customer assumes all risks of any losses resulting from any inaccurate instructions Customer provides to Bank.

Bank may reject any wire transfer request or incoming wire transfer which does not conform to the limitations, Security Procedures, and/or other requirements set forth in this Agreement and our other agreements with you (including, without limitation, the availability of funds on deposit). Bank may reject, except when prohibited by law, in its sole discretion any transfer request it receives from Customer for any reason. Bank shall notify Customer of Bank's rejection of the transfer request by telephone, electronic message, or U.S. mail. In addition, Bank will comply with regulations issued by the U.S. Treasury's Office of Foreign Assets Control ("OFAC"). If you request any wire transfer to an entity listed on OFAC's list of Specially Designated Nationals and Blocked Persons, by law Bank will not complete the transfer and will "block" the funds until such time OFAC issues a written release to Bank. Bank shall have no liability to Customer as a result of Bank's rejection of any wire transfer request if it complies with the terms of this Agreement.

7. Rejections of Bank's Transfer Request. If Bank receives notice that a wire transfer request transmitted by Bank has been rejected by another party, Bank will notify Customer of such rejection (including the reason given for rejection) by telephone, electronic message, or U.S. mail. Bank will have no further obligation to transmit the rejected transfer if it complied with this Agreement with respect to the original transfer request.

8. Cancellation and Change by Customer. Customer shall have no right to cancel or amend any transfer request after received by Bank; however, Bank shall use reasonable efforts to act on a cancellation or change request as long as it is received from Customer's Authorized Agent in accordance with the Security Procedures. Bank shall have no liability if Bank fails, for any reason, to effect the cancellation or change, and you will remain obligated to us for the full amount of the original payment order in such case.

9. Recording Conversations. You understand and agree that we may electronically record all telephone conversations. The decision to record any telephone conversation shall be solely within our discretion, and we shall have no liability for failing to do so.

10. Changes to Customer's Use of Wire Transfer Service. From time to time, you may change (a) Accounts from which you make wire transfers or (b) other information relating to your use of the Wire Transfer Service. However, you agree that we may rely on the information previously supplied by you until

(i) We receive written notice of any change on forms prescribed by us which is signed by an authorized signer(s) on the Account, and (ii) we have had a reasonable opportunity to act on such change.

11. Additional Information. Customer will provide to Bank any information Bank may reasonably request in connection with any wire transfer request and the performance of the Agreement. Your failure to provide such information within a reasonable time after requested by Bank will relieve Bank from any liability or loss which might arise as a result of Bank's action or inaction as a result of your failure to provide such information.

12. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.

12.1. DISCLAIMER OF WARRANTIES. BANK MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE WIRE TRANSFER SERVICE, THE USE OF THE WIRE TRANSFER SERVICE, OR THAT THE SERVICE WILL MEET SPECIFIC REQUIREMENTS OF CUSTOMER. BANK DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

12.2. LIMITATION OF LIABILITY. YOU AGREE THAT SOUTH STATE BANK SHALL HAVE NO LIABILITY TO YOU FOR ACTIONS SOUTH STATE BANK TAKES, OR FAILS TO TAKE, IN CONNECTION WITH THIS AGREEMENT, EXCEPT SUCH LIABILITY AS MAY BE CAUSED BY THE GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT OF SOUTH STATE BANK, ITS EMPLOYEES OR AGENTS. IN NO EVENT WILL BANK OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS, OR THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION, LOSS OF DATA, FILES, PROFIT OR GOODWILL OR THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICE), INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE OR ANY OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY WIRE TRANSFER UNDER THIS AGREEMENT, EVEN IF BANK HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

FURTHER, IN NO EVENT SHALL THE LIABILITY OF SOUTH STATE BANK EXCEED THE AMOUNTS PAID BY YOU TO SOUTH STATE BANK FOR SERVICES UNDER THIS AGREEMENT IN THE SIX MONTHS PRIOR TO THE DATE ON WHICH A CLAIM ARISES UNDER OR IN CONNECTION WITH THIS AGREEMENT. YOU ACKNOWLEDGE AND AGREE THAT (i) SOUTH STATE BANK HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND (ii) THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

In addition, Bank's maximum liability for any loss of interest shall be calculated using a rate equal to the average Federal Funds rate at the Richmond Federal Reserve Bank for the period involved. Further, notwithstanding anything to the contrary in this Agreement, we shall have no liability for effecting a wire transfer request made by any person utilizing the Security

Procedures. We also shall not be responsible for any loss arising from or in connection with any inaccuracy, act, or failure to act on the part of any person not within our reasonable control or from any error, failure, or delay in transmission of any wire transfer request, caused by circumstances beyond our reasonable control, including without limitation, any inaccessibility of communications facilities. Provided we have complied with this Agreement, you agree to indemnify and hold us harmless against all losses and expenses, including attorneys' fees, from any claim of a third party arising from or in connection with this Agreement or the services provided hereunder.

13. Indemnification. In addition to any other indemnities provided herein, Customer agrees to indemnify, defend and hold Bank, together with its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors, harmless against any and all costs, claim, losses, liability and damages, including attorneys' fees, related to or arising from any wire transfer by Customer or Bank's performance under this Agreement unless such is directly related to the gross negligence, willful misconduct or fraud of the Bank, its employees or agents.

14. Customer Representations and Warranties. Customer represents and warrants to Bank that (a) each payment order is accurate, has been duly authorized, and complies with applicable laws and regulations; (b) Customer maintains on deposit with Bank in the applicable deposit Account sufficient funds to cover the amount of each payment order initiated by Customer to Bank, and (c) Customer shall comply in all material respects with Article 4A of the Uniform Commercial Code and Federal Reserve Board Regulation J, as and if applicable.

15. WAIVER OF JURY TRIAL. WE AND YOU KNOWINGLY WAIVE OUR RESPECTIVE RIGHTS TO A JURY TRIAL. All claims, disputes and other matters in question between us and you shall be tried to a judge sitting without a jury. This waiver includes, but is not limited to, those disputes arising out of, or relating to, your Accounts, this Agreement or the validity, interpretation, enforceability or breach thereof and any claims arising under federal, state or common law. We and you agree that any lawsuit or other such proceedings arising from or related to this Agreement or one of your Accounts shall be brought in the state in which such Account is maintained without regard to any choice of law rules. A lawsuit or other legal proceeding regarding your Accounts must be brought in a proper federal court or in a court in the applicable state. Each party submits to the exclusive jurisdiction of such courts. Each party further agrees to comply with all requirements necessary to give such courts *in personam* jurisdiction. The procedures specified in this paragraph shall be the sole and exclusive procedures for the resolution of disputes between the parties arising out of or relating to this Agreement.

16. Change in Terms. We may change any term of this Agreement at any time without advance notice to you; provided, however, if the change would result in increased fees or increased liability for you, we agree to give you notice at least five (5) days before the effective date of any such change; provided, further, that if this provision would otherwise require us to give you advance notice of such change but an immediate change is necessary to maintain the security of an account or our systems and we are unable to provide advance notice, we will notify you of the change in terms no later than fifteen (15) days after the change becomes effective. Your continued use of the Wire Transfer Service indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges of fees in individual situations, and any such waiver or reduction does not require us to do so again in the future. You acknowledge and agree that the Account Agreements applicable to your deposit Accounts govern changes to fees applicable to specific Accounts.

17. Termination. Either Bank or Customer may terminate this Agreement at any time by giving written notice to the other party. Termination by Bank shall be effective immediately upon our sending notice to you at the address specified in our Account records. Termination by Customer shall be effective the second business day following receipt of written notice. In addition, Bank may terminate this Agreement without further notice: (i) if you have insufficient funds in any one of your SOUTH STATE BANK accounts; (ii) if you fail to comply with any terms and conditions of this Agreement; and (iii) if the confidentiality of the Security Procedures is compromised or we have reason to believe that an unauthorized transaction has taken or may take place involving your Account. Any termination shall not affect any of your obligations occurring prior to termination and you will remain responsible for all requests, outstanding fees and charges incurred prior to the date of termination.

18. Remittance Transfers [Consumers Only]. These provisions govern remittance transfers in an amount greater than \$15. Prior to sending a remittance transfer, we will provide a disclosure of the transaction details and information provided by applicable law, such as the exchange rate and fees assessed by us. If you continue with the remittance transfer after receiving this disclosure, we will provide you with a receipt or proof of payment after making the transfer. You have the right to cancel a remittance transfer and obtain a refund of all funds paid to us, including any fees, as long as you contact us within 30 minutes of payment for the transfer. To cancel a transfer, you must notify us by calling (866) 229-5935 and identifying the transaction you want to cancel. If you believe an error has occurred with respect to remittance transfer, you must call (866) 229-5935 or write the Wire Transfer Department at the address below to report the error. You must notify us within 180 calendar days after the “availability date” shown on the disclosure provided to you at the time of your remittance transfer request. When you contact us, please tell us (i) your name and contact information, (ii) the name of the funds recipient and, if you know it, his or her contact information, (iii) the date and amount of the wire, (iv) the confirmation number from your disclosure, and (v) the error or problem with the remittance transfer and why you believe it is an error or problem. We will determine whether an error occurred within 90 days after you contact us and we will correct any error promptly. We will tell you the results within three business days after completing our investigation. If we decide there was no error, we will send you a written explanation. You may ask for copies of any documents we used in our investigation. To the extent any portions of this Agreement are inconsistent with the Regulation E remittance transfer rules and such rules do not allow variance by agreement, the Regulation E remittance transfer rules will apply to remittance transfers without affecting the validity of any other provision of this Agreement.

19. Miscellaneous.

19.1. Applicable Law. This Agreement shall be governed by and construed in accordance with applicable federal laws and the laws of the State of South Carolina, without regard to its conflicts of laws provisions, except to the extent this Agreement can and does vary such laws.

19.2. Attorneys’ Fees and Costs. You agree to pay all attorneys’ fees, costs and expenses that we may incur in collecting any sums you owe us for overdrafts, service charges, or otherwise or in enforcing any rights we may have under this Agreement or applicable law.

19.3. Notices. Unless otherwise stated herein, all notices required under this Agreement shall be in writing, signed by authorized signer(s), and sent by U.S. mail. Notice to us should be sent to SOUTH STATE BANK, Wire Transfer Department, Post Office Box 118068, Charleston, South Carolina 29423.

19.4. **Headings; Severability; No Waiver.** The headings in this Agreement are for convenience of reference only and will not govern the interpretation of the provisions. If any provision of the Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach.

19.5. **Assignment; Binding Effect; No Third Party Beneficiaries.** You may not assign this Agreement to any other person or entity. We may assign this Agreement to any company with which we are directly or indirectly affiliated. We may also assign or delegate certain of our rights or responsibilities under this Agreement to independent contractors or other third parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against Bank or Customer hereunder

19.6. **Entire Agreement.** This Agreement (including all Schedules hereto), together with the Account Agreements and all other disclosures and agreements referenced herein, constitutes the entire agreement between you and SOUTH STATE BANK and supersede any prior agreements between you and us with respect to the subject matter hereof, and there are no understandings or agreements relative hereto which are not fully expressed herein.

19.7. **Survival.** The provisions of this Agreement which by their nature survive expiration or termination of this Agreement shall survive, including without limitation, Sections 2, 4, 5, 6, 12, 13, 15, 17, and 19.