# TREASURY MANAGEMENT SERVICES Addendum to Master Agreement Wire Transfer and ACH Origination Agreement

Bank of Houston ("Bank") and \_\_\_\_\_ ("Company") agree to supplement the Treasury Management Services Master Agreement between the Bank and the Company dated \_\_\_\_\_ as follows:

- <u>Services</u>. The Bank will provide Company with services that may include electronic funds transfer services to and from Company's account by utilizing the Automated Clearing House ("ACH") or wire transfer services provided by the Bank for the accounts listed on the Implementation Form. References to the request to transfer funds whether via ACH, wire transfer or other method described in this section will be described as "Payment Orders." Using Payment Orders to transfer money to or from Company account(s) with the Bank are given electronically. Company authorizes the Bank to comply with those Payment Orders. As an additional Security Procedure pursuant to the Master Agreement, a One time Pin (OTP) must be used (in addition to username and (passwords) in order to release an outgoing ACH Credit/Payment, Wire, or File.
- 2. Incorporation of other Agreements and Documents. The Bank and Company shall comply with applicable rules and regulations and the procedures and requirements set forth by the Federal Reserve Bank and National Automated Clearing House (NACHA). Company acknowledges that it will not initiate transactions that violate the laws of the United States of America. These laws include, but are not limited to, sanction laws administered by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury and the Bureau of Information Security (BIS) of the U.S. Department of Commerce, and programs administered by the U.S. Department of the Treasury's Financial Crimes Enforcement Network (FinCEN). It shall be Company's responsibility to obtain information regarding such OFAC enforced sanctions and BIS restrictions and FinCEN programs.
  - (a) <u>ACH</u>. Company authorizes Bank to originate both debit and credit Entries on its behalf as the Originating Deposit Financial Institution (ODFI), and Entries may be transmitted through the ACH. The NACHA Operating Rules as in effect from time to time (the "NACHA Rules") shall govern all ACH transactions. Company shall comply with and is bound by the NACHA Rules. Company will be required to secure a copy of the NACHA Rules and amendments thereto from the NACHA's home page. In the event of Company's noncompliance with or breach of the NACHA Rules, the Bank may (i) terminate this Addendum, or (ii) suspend the ACH services and this Addendum until Bank in its sole discretion determines that Company has resolved such noncompliance, including in a manner that enables the Bank to comply with the NACHA Rules.

The Bank may reject any Entry, including an 'on us' entry that does not comply with the requirements of the Rules, this Agreement, or that violate any laws of the United States. The Bank shall notify the Company in accordance with contact information provided by Company on the Enrollment Form/Set up Sheet of such rejection no later than the business day such Entry would otherwise have been transmitted by the Bank to the ACH Operator or, in the case of an on-us entry, the day before its Effective Entry Date. The Bank shall have no liability to Company by reason of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.

(b) <u>Wire Transfers</u>. Domestic wire transfers may be transmitted via the Federal Reserve Bank FEDWIRE, TELEX, computer terminal, or other means. If the Beneficiary Bank designated by the Payment Order is located outside the United States, those payments will be transmitted through a correspondent bank. The correspondent bank will transmit the Payment Order through the SWIFT communication system. The rules of SWIFT will govern all Payment Orders sent via the SWIFT communication system. Customer is notified that (i) when acting upon Company's payment order pursuant to this Agreement, Bank or any subsequent Bank may use the funds transfer system ("FEDWIRE") owned and operated by the Federal Reserve Bank that is used primarily for the transmission and settlement of payment orders governed by Regulation J of the Board of Governors of the Federal Reserve System, as amended from time to time; (ii) the rights and obligations of Bank and Company in a transaction intended to implement a payment order pursuant to this Agreement, any portion of which is carried out through the use of FEDWIRE, are governed in part by Subpart B of Regulation J.

Upon receipt of the signed Agreement, Bank will assign each Authorized Wire Transfer Representative a separate personal identification number (PIN). When Company's Authorized Representative requests a transfer by telephone, fax, and/or email, they will receive a call back from the Wire Desk requesting the individual to provide their PIN for confirmation of the funds transfer and confirmation of the Authorized Person's identity. Bank is not obligated to act on any transfer request if a valid PIN is not provided by the Authorized Representative or the Bank is unable to confirm the Authorized Representative or the Bank is unable to confirm the Authorized Representative or the Bank is unable to confirm the Authorized Representative's identification.

Wire transfers initiated electronically through the Bank's Internet Services will not receive a callback verification from the Bank.

Bank can seek substantiation or further authorization of any transfer request; however, Bank is under no obligation to do so. The Bank can, in its sole discretion, make the transfer or decline to make the transfer. If Bank refuses to make the transfer, Bank is not liable to Company for any actual loss of any kind provided Bank acted in good faith.

 <u>Settlement Account(s).</u> Company must designate an account(s) ("Settlement Account") for use in processing Payment Orders in the Treasury Management Commercial Online Banking Implementation Form. Company authorizes the Bank to debit and credit the Settlement Account(s) for transactions including, but not limited to, returned, rejected, or erroneous Payment Orders. Company agrees to maintain sufficient balances in the Settlement Account(s) to cover the amount of each day's Payment Orders, and Company agrees not to submit Payment Orders in excess of the available balances in the Settlement Account(s).

- (a) <u>ACH Only</u>. The Bank may require at any time that the Company maintain available balances in its Settlement Account(s), in an amount determined by the Bank, prior to an "on-settlement day" as that term is defined in the NACHA Operating Rules & Guidelines (NACHA Rules). The Bank may offset or debit the Settlement Account(s) at any time for any amounts owed to the Bank, whether ACH service related or otherwise.
- (b) <u>Rules Enforcement</u>. In the event that a Report of Possible Rules Violation is filed on the Company, the Company will take appropriate steps to correct the problem within the time frames suggested by the Bank. In the event that a fine is levied against the Bank for a violation of the Rules, the Company agrees to make the Bank whole for the value of the fine.

#### 4. ACH Payment Order Instructions.

- (a) Company must obtain the appropriate authorization of Company's customer/employee/third party (Recipient) prior to initiating an ACH credit or debit entry as required in the NACHA Rules. Company agrees to present a copy of such authorization if requested by the Bank or the applicable RDFI. Company agrees to maintain the authorization(s) for two years after expiration. Company makes to the Bank each of the representations and warranties of a Recipient and an originator under NACHA Rules, as applicable, and Company gives the Bank each warranty that the NACHA Rules require the Bank to make to any other party involved in a transaction. Without limiting the foregoing, Company warrants and agrees that (i) each entry is accurate, is timely, has been authorized by the party whose account will be credited or debited, and otherwise complies with the Rules; (ii) each ACH debit entry is for the sum which, will be owing to Company on the date with respect to the entry from the party whose account will be debited, is for a sum specified by such party to be paid to Company, or is a correction of a previously transmitted erroneous ACH credit entry; (iii) for each ACH credit or debit entry, Company will retain a legible copy of the front and back of the source document for the ACH entry for the period of time as set forth by the NACHA Rules; and (d) Company shall perform its obligations under this Agreement in accordance with all applicable laws and regulations (The Electronic Funds Transfer Act of 1978, Federal Reserve Regulation E, Uniform Commercial Code Article 4A, or other applicable laws and/or regulations governing ACH transactions). Company warrants that it has complied with all applicable regulatory and legal requirements and agrees that Company is solely responsible for such compliance.
- (b) The order in which ACH Payment Orders are taken is determined solely by the Bank. ACH debit and credit entries may be transmitted in any manner or means the Bank deems appropriate.
- (c) Company has four (4) Business Days after the transaction settlement date to notify the Bank that any ACH entry is made in error. Company agrees to follow any such notification to the Bank with written confirmation. This is in addition to the general notification requirements regarding discrepancies and errors. The Company shall have no right to cancel or amend any Entry after its receipt by the Bank. Once the Bank has been notified of an error, the Bank may, but is not obligated to, initiate a reversal entry on Company's behalf in accordance with NACHA Rules or cancel a file before transmitting it to the ACH Operator. The Company shall indemnify the Bank against any claim, alleged claim, demand, loss, liability, or expense resulting directly or indirectly from the reversal. The Bank shall have no liability if it fails to affect the cancellation request. The Bank does not guarantee that the funds transferred by the entry in question will be returned to the Company. The Company shall reimburse the Bank for any expenses, losses, or damages the Bank incurs in affecting or attempting to affect Company's request for the cancellation of a file.
- (d) If Company is notified that its ACH file input cannot be read or processed, Company must provide a replacement file one (1) day prior to the settlement date. If Company is unable to provide a file in a timely manner, the Bank will advise Company of other options available, if any. If continued processing problems due to high error or rejection rate or other reasons are experienced, the Bank may terminate ACH service immediately or work with Company to correct the problems. The Bank will debit the Settlement Account(s) for any returned or rejected entries. The Bank's responsibilities in connection with the returned or rejected entries from an RDFI or ACH Operator are detailed in the NACHA Rules and applicable law.
- (e) Company may elect to use the services of a vendor approved by the Bank, in which case Company authorizes the Bank to follow instruction of the vendor to the same extent and under the same conditions as if the instructions came from the Company. Company is still responsible for complying with all NACHA Rules and maintaining sufficient records of its entries in order to resolve any questions about errors and discrepancies. By selecting a vendor to transmit Company's ACH entries, Company authorizes the Bank to notify the vendor, as Company agent, of any problems with the ACH input, and to provide the vendor with the necessary information to permit the vendor to perform the services indicated on the Enrollment and Setup Forms. Company agrees to provide a copy of the NACHA Rules and all relevant administrative rules to the vendor.
  - (i) The Bank is not liable to the Company for errors in execution made by the vendor for inability to process Company's ACH entries because of vendor computer or software failures.
  - (ii) Company agrees to reimburse the Bank for any fees or charges assessed against the Bank by the vendor in connection with the vendor's services for the Company.
  - (iii) Company may change vendor upon thirty (30) days written notification to the Bank prior to the scheduled date of change. The Bank must approve the substitute vendor, and the Bank may require that vendor sign certain agreements as a condition of each approval.
- (f) Company shall have no right to cancel or amend any ACH entry after its receipt by the Bank.
- (g) The Bank shall notify the Company of the receipt of a returned entry or Notification of Change (NOC) from the ACH Operator no later than one Business Day after the Business Day of such receipt. The Bank shall have no obligation to retransmit a returned entry if the Bank complied with the terms of this Agreement with respect to the entry.

- (h) In the event that an entry is returned as unauthorized, authorization revoked, or payment stopped, the Company will contact the necessary parties and resolve any dispute. During this process, the Company may ask the Bank to request from the RDFI a copy of the "Written Statement of Unauthorized ACH Debit." The Bank will make its best effort to obtain the form and will deliver it to the Company when received. Company agrees not to re-originate any transaction returned as unauthorized or as authorization revoked unless the customer reauthorized the entry or entry stream. All consumer entries returned as "stop payment" will require re-authorization before the item can be re-originated.
- (i) Company acknowledges and agrees that, if an entry describes the Receiver inconsistently by name and account number, payment of the entry may be made on the basis of the account number even if it identifies a person different from the named Receiver, and the Company's obligation to pay the amount of the entry to the Bank is not excused in such circumstances.
- (j) (i) All ACH Payment Orders delivered to Bank shall be received no later than 4:00 p.m. CST the Business Day before the requested settlement date to insure funds availability at the opening of business on settlement day. For all other files/batches, the final delivery deadline is 4:00 p.m. CST, one (1) Business Day prior to the settlement date. The Company may deliver files up to seven (7) Business Days before the requested settlement day. For ACH pre fund credit transactions, release date is two (2) Business Day prior to Business Day settlement day, and for ACH debit transactions, release date is one (1) Business Day prior to Business Day settlement date. Payment Orders may or may not be accepted. The Bank may hold or reject a Payment Order if Company account(s) lack sufficient funds to satisfy the transaction amount or is not otherwise in compliance with the Agreement or this Addendum. The Bank will not be liable for failure to detect errors in the beneficiary or amount of Payment Orders, or duplicate Payment Orders. The Company shall transmit any and all debit or credit Entries (only SEC Codes that have been approved by the Bank's ACH Policy) to the Bank in accordance with the NACHA Rules and this Agreement. The Company acknowledges that the security procedures are for verification of authenticity and not to detect errors in the transmission or content of the Entry. No security practice or procedure for the detection of any such error has been agreed upon between the Bank and the Company.
  - (ii) Notwithstanding the foregoing subsection j(i), in the event Company elects Same Day ACH Entry origination, the Bank shall transmit such entries to the ACH Operator by the deadline of such ACH Operator for same-day ACH availability for the Effective Entry Date shown on such Entries provided:
    - 1. such Entries are received by the Bank's related cutoff time of 2:30 pm CST;
    - 2. the Effective Entry Date is the same Business Day; and
    - 3. the ACH Operator is open for business on such Business Day.

For purposes of this Agreement, Entries shall be deemed received by the Bank, in the case of electronic transmission, when the transmission is completed.

If any of the foregoing requirements of clauses (1), (2), or (3) are not met, the Bank shall use reasonable efforts to transmit such entries to the ACH Operator by the next deadline of the ACH operator.

Company shall initiate Entries prior to the Bank's related cutoff times set forth above.

Company shall identify each entry intended to be a Same Day ACH Entry transaction and shall designate the current day's date in the Effective Entry Date field of the Company/Batch Header Record and shall maintain proper use of the Effective Entry Date data.

Company shall not initiate a Same Day ACH transaction in excess of a \$1,000,000.00 limit set forth by NACHA and shall not initiate any International ACH Transactions ("IAT").

Company shall pay the Same Day Entry fee as established by the Bank from time to time for Same Day Entry transactions.

- (k) All files must be formatted based on NACHA Rules. All files should be a balanced file. If Company's software provider is unable to produce a balanced file, Company's account at Bank will be debited and/or credited on Effective Date of file.
- (I) Credit given to by the Receiving Depository Financial Institution ("RDFI") to the Receiver for the Entry is provisional until the RDFI has received final settlement through a Federal Reserve Bank or has otherwise received payment as provided for in Section 4A-403(a) of Article 4A of the Uniform Commercial Code. If no payment is received by the RDFI for the entry, the RDFI is entitled to a refund from the Receiver in the amount of the credit to the Receiver's account, and the Originator will not be considered to have paid the amount of the credit Entry to the Receiver. NACHA Rules do not require the RDFI to provide the Receiver with notice that the RDFI has received the entry unless the RDFI has agreed to do so. Further, Company acknowledges that under the RUEs, the RDFI may decline to effect an entry to the Receiver's account if the RDFI makes a determination that the transaction would be inconsistent with U.S. law, or such entry may be delayed in order for the RDFI to investigate the transaction for consistency with U.S. law, and, in the case of a credit entry, Company will not be deemed to have paid the Receiver the amount of such entry unless and until the RDFI effects payment of the entry to the Receiver.
- (m) Third Party Service Providers. Company may be using special equipment, services or software provided by a third party to assist it in processing files hereunder ("Service Provider"). If Company uses a Service Provider to transmit files to the Bank, Company (a) agrees that Service Provider is acting as Company's agent in the delivery of Files to Bank, and (b) agrees to assume full responsibility and liability for any failure of Service Provider to comply with the laws of the United States, the Rules and this Agreement. Bank will not be liable for any losses or additional costs incurred by Company as a result of any error by Service Provider or a malfunction of equipment provided by Service Provider. Company is solely responsible for maintaining compliance with the requirements of Service Provider, including obtaining any software updates. Bank's sole responsibility shall be to transmit Bank approved transactions to the ACH Operator and Bank shall not have any responsibility for any File handled by Service Provider until that point

in time when Bank accepts and approves a File from such Service Provider for processing. The terms and conditions governing the relationship between Company and the Service Provider Agreement"). All of Company's obligations and responsibilities under this Agreement will apply to the Service Provider, and Company's separate agreement with the Service Provider must so provide. At Bank's request, Company will provide to Bank a true and exact copy of such agreement. Company shall designate the Service Provider as a User and authorizes Bank to accept any ACH file submitted by the Service Provider. Company hereby indemnifies and holds Bank harmless for any losses, damages, fines, assessments, costs and expenses incurred or suffered by Bank or any other person as a result of or arising from Company's use of Service Provider, including fines or assessments incurred under or pursuant to the Rules and attorneys' fees.

(n) Prenotification (Prenote) Process. The prenotification process can help ensure the data contained in files is accurate prior to sending live dollars. Use of the prenote process is optional; however, when an Originator initiates a prenote to a Receiver, they must do so at least three (3) Business Days before initiating the first live dollar electronic transaction to that Receiver. If a response is not received by the end of the third day, live transactions may be initiated. If a Return or Notification of Change (NOC) is returned, the record(s) must be corrected prior to initiating live dollar transactions. Another prenote file may be submitted after making your corrections; however, this is not required. The prenote transaction codes differ from other entry codes. Please refer to the NACHA Rules for more information on the prenotification process.

#### 5. Wire Transfer Payment Order Instructions.

- (a) The Bank will use its best effort to execute all properly authorized online wire transfer Payment Orders on the date received, provided that such requests are received by the Bank no later than 3:00 p.m. CST for international wires, no later than 4:30 p.m. CST for domestic wire transfers, and the date said Payment Order is received is a Business Day for the Bank, the communication facility utilized by the Bank and the receiving financial institution.
- (b) The Bank will automatically transfer funds to and from accounts as authorized by Company. Bank may not make a transfer of an amount greater than the collected balance in the Company's account.
- (c) Transfers made to a financial institution in a foreign country can be made in the currency of the country to which the transfer is made. Payment Orders in a foreign currency will be debited from Company account in the US Dollar equivalent at the prevalent selling rate. Company agrees to comply with all local and US currency restrictions and all US and other laws governing the transaction.
- (d) Company acknowledges that wire transfers to foreign countries require different identifying information for the beneficiary and the beneficiary's bank depending on the receiving foreign country, and Company will be responsible for obtaining the necessary information from the intended beneficiary and providing such information to the Bank. The Bank shall assume no liability for, and Company shall indemnify the Bank from and against any loss, liability, or expense (including attorneys' fees and expenses) resulting from or arising out of, any returned, delayed, lost, or misdirected wire transfers resulting from the Company providing incomplete or incorrect identifying information for the beneficiary and/or the beneficiary's bank.
- (e) The Bank will make every reasonable effort to comply with a request by Company to cancel or amend a wire transfer Payment Order, but there is no guarantee that the Bank can or will comply with such a request, and the Bank will have no liability to Company for any failure or refusal to do so. Bank can take reasonable action, under certain circumstances, to send a request to the receiving bank to reverse the transfer. However, in no event is the Bank considered to have guaranteed or otherwise promised the recovery of any portion of the amount transferred, not to have accepted responsibility for any amount transferred before Bank received and had time to act upon the request to amend or cancel the transfer request.
- (f) Bank will provide confirmation of a funds transfer via email to authorized online wire users. The notification will include the date and amount and other information regarding the funds transfer. The Company agrees to examine each notification upon receipt and notify the Bank immediately of any error or other problem regarding such transfer. If Company fails to notify Bank of any error or problem regarding the funds transfer within 24 hours of receipt of notification, the Bank will be relieved of all liability in connection with the transfer(s) on the notification. In addition, if Company brings the issue to the Bank within 24 hours, and it is determined the Bank complied with this Agreement or the Company has not complied with this Agreement, the Bank will be relieved of all liability in connection with the transfer(s) on the notification.
- (g) Bank is not liable for incorrect funds transfer instructions received from Company. If Company provides incorrect numbers, Company understands that the error may cause payments to be made through an incorrect bank or account. Company agrees to assume responsibility for all errors in assigned account numbers and names provided to Bank to the extent of the amount of the transfer and any related fees.
- 6. <u>Additional Security Procedures for Direct Transmission</u>. Company agrees that Payment Orders transferred to Bank using "Direct Transmission" are subject to the additional security procedures set forth herein. For purposes of this Agreement "Direct Transmission" means the submission of a file, instruction or other information or Payment Order directly from Company to Bank's designated transmission platform, which may include the Bank's file transfer protocol (FTP) platform maintained by the Bank or its third-party information technology service provider, and/or such other platform as notified to Company by Bank in its discretion from time to time. If Company transmits any Payment Order via Direct Transmission, Company agrees to use, and agrees to the terms of, the Payment Order Security Procedures applicable to Direct Transmission as described in this Section 6 ("Direct Transmission Security Procedures"). If a Payment Order involves an ACH file, Company or its appointed agent will transmit such Payment Order in the format required under the ACH Rules directly to Bank's ACH system, which may be maintained by the Bank's third-party information technology service provider.

Bank will provide Customer with information about a secure site for file transmission (the "File Transmission Site") to which Company will connect to send its Payment Orders via Direct Transmission; and (b) a user ID and password to enable Company's system to transmit Payment Orders to the Bank's Transmission Site. Company must send its Payment Orders to the File Transmission Site, using its user ID and password when it sends its Payment Orders to Bank via Direct Transmission. Company agrees that the Direct Transmission Security Procedures are commercially reasonable for the transmission of Payment Orders to Bank using Direct Transmission and for verifying the authenticity of any Payment Order received by Bank apparently from Company in connection with any such transmission. Company is responsible for maintaining the confidentiality of its user ID and passwords used for Direct Transmission in the same manner it is required to preserve confidentiality for other passwords, access codes or personal identification numbers under the terms of the Bank's Treasury Management Services Master Agreement. Company assumes full liability for misuse or unauthorized use of its Direct Transmission user IDs or passwords.

- 7. <u>U.S. Dollar Transactions Only.</u> All domestic ACH debit and credit entries and any ACH/non-ACH international entries (to the extent made available by the Bank), may be effected in US Dollars only.
- 8. <u>Audit of Company Compliance with NACHA Rules.</u> Company acknowledges that Bank may audit Company's compliance with the NACHA Rules and the Agreement and this Addendum as they relate to ACH and wire transfer services, from time to time as the Bank may deem necessary or appropriate under applicable laws, regulations, agency guidelines and policies, and NACHA Rules. Company agrees to comply with all reasonable requests by Bank for access to Company's books and records relating to the ACH services for the purposes of such audits. Company will supply the Bank with due diligence information when requested. This information may include, but is not limited to, financial data, names, and other information concerning the principles of the Company, information about the business in which Company participates, information regarding the creditworthiness of the Company, projected return rates, and payment history.
- 9. <u>Compliance with Rules and Laws</u>. Customer acknowledges it has a copy or has access to a copy of the Rules. The Rules may also be purchased online at www.nacha.org under the publications tab. Customer agrees to comply with and be subject to the Rules of NACHA in existence at the date of this Agreement, and any amendments to these Rules made from time to time. It shall further be the responsibility of Customer to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at https://ofac.treasury.gov/ofac-compliance-hotline.
- 10. Agreement. This document becomes an addendum to the Treasury Management Services Master Agreement.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their duly authorized representatives as of the date indicated below.

# BANK OF HOUSTON

Signature of Authorized Representative

Printed Name

SVP

Title

Date

Signature of Authorized Representative

Printed Name

Authorized Signer Title

Date

# **Treasury Management Services**

# Best Practices to Avoid Phishing Scams and Payments Fraud

# Tip 1: Remember that wire transfers and ACH are like sending cash.

- Wire transfers and ACH are used to send money electronically from one bank account to another.
- Sending money this way is like sending cash in that, once sent, the wire transfer typically cannot be reversed. Fraud is also not a valid reversal reason for ACH transfers. Wired funds are considered the property of the recipient and wire transfers may be final.
- For this reason, wire transfers and ACH can be a preferred payment method for fraudsters.

### Tip 2: Know the scam warning signs.

- Unexpected wire transfer or ACH requests: Always be cautious if you receive an unexpected appeal for a money transfer. Do not take any action without carefully verifying that the request is legitimate.
- **Investment scams:** Be wary of unscrupulous offers that guarantee returns or promise "no risk" on investments in cryptocurrency, gold, or foreign real estate. Be extra cautious with money transfers to foreign countries.
- Last-minute changes to real estate wire instructions: Buyers in the process of closing on a property can be a target. Scammers may impersonate the real estate agent, mortgage broker, or escrow agent and change the wiring instructions at the last minute to steal closing cash or a down payment.
- **Overpayment schemes:** If you receive a check followed by a demand to wire back or ACH excess funds, it is likely that the check is bogus, and the request is a scam.

### Tip 3: Don't be rushed.

- Go slow and be prudent with all unexpected communications.
- Scammers often employ tactics like impersonating legitimate institutions or individuals to trick you into making wire or ACH transfers. They may even use caller ID so that their phone calls appear to be coming from a legitimate source.
- Always verify the authenticity of such requests before taking any action.
- And if you're being asked to act immediately do the opposite.
- Hang up, ignore the message, and take the time you need to contact the organization directly to verify that it's legitimate.

#### Tip 4: Always double-check the intended recipient.

- Because wire transfers and ACH are typically irreversible, if you make a mistake or if you are tricked, you may not be able to get your money back.
- Even when you have a legitimate reason for sending a wire transfer or ACH, it pays to use these services carefully.
- For example, when using a wire transfer or ACH to complete a real estate or business transaction, confirming your intended recipient is especially important.
- Before wiring money or sending an ACH, confirm the instructions with your mortgage consultant, title company, supplier, vendor or business partner by calling their official published phone number. Do not call a new number or respond to an unexpected email that contains new payment instructions.

#### Tip 5: When in doubt, stop and get help.

- If at any point you find yourself unsure or suspicious about a payment request, stop and ask for assistance.
- Consult with your bank or another trusted financial advisor to validate the legitimacy of the request.
- Taking this one important step can prevent very costly mistakes.

If your business is a target of payments fraud, immediately contact us at:

Houston Office: 713-497-1515 Dublin Office: 254-445-2213