

## **MASTER NOTE OPTION SERVICE TERMS AND CONDITIONS**

*These Master Note Option Service Terms and Conditions (“Terms and Conditions”) describe the Service you have selected and set forth provisions governing your use of this Service. These Terms and Conditions along with the Cash Management Master Sweep Service Terms and Conditions are incorporated into and part of the Cash Management Services Master Agreement entered into by you and Fulton Bank, N.A. (the “Master Agreement”). By using this Service, you agree to be legally bound by these Terms and Conditions and the Master Agreement.*

### **BACKGROUND**

You have selected that certain Cash Management Sweep Service, pursuant to which we agree to sweep or transfer your excess funds, under the circumstances specified in the Cash Management Master Sweep Service Terms and Conditions, to a Master Note, hereto (the “Master Note”), from Fulton Bank, N.A. (referred to herein as “Fulton”, “us” or “we”), as maker, to you, as payee, pursuant to which we will borrow your excess funds on an overnight basis, through us, in accordance with these Terms and Conditions (the “Master Note Option”).

### **ARTICLE I. TERMS AND CONDITIONS**

1.1 *Agreement.* You agree to lend to Fulton, for Fulton’s general business purposes, certain sums against the issuance, from time to time, of Master Note or Master Notes, duly executed by an authorized officer or authorized representative of Fulton. Each such Master Note shall continue in effect prior to the maturity thereof even though there may be periods where no interest or principal is owing thereunder. A Master Note, once issued, shall be held in safekeeping by Fulton, and a copy shall be delivered to you.

1.2 *Outstanding Principal.* The outstanding principal amount of any Master Note shall be payable on demand (but in no event later than 270 days following its issuance), shall be determined on a daily business day basis and shall not exceed the amount provided below.

1.3 *Repayment of Principal.* We may, in our sole discretion, repay all or any portion of the outstanding principal amount of any Master Note at any time. Notwithstanding the statement provisions in the Master Agreement, a monthly statement from us shall evidence the amounts due at any time under each outstanding Master Note.

1.4 *Interest Calculation.* The principal amount of the aggregate advances under any Master Note shall bear interest computed on daily outstanding balances at such daily interest rates as Fulton shall from time to time determine. Such rates will be available upon request.

1.5 *Interest Payments.* Interest on the Master Note shall be due and payable on the last business day of each calendar month for that month and, upon payment in full of the principal balance of the Master Note, for the number of days elapsed since the prior interest period. In case any principal or interest on the Master Note shall become due and payable on Saturday, Sunday or a legal holiday observed by us, such interest shall be payable on the immediately preceding business day. All payments of principal and interest shall be made in lawful money of the United States of America by credit to the Account. In the event that you elect to change your designation of the overnight investment account under the Master Agreement to an investment option other than the Master Note Option on a date that is other than a month-end, interest shall be paid up to, but not including, the effective date of such change.

1.6 *Authorized Representatives.* You are responsible for advising Fulton in writing of the officers or employees designated to effect transactions under these Terms and Conditions or any Master Note. Notwithstanding the notice provisions in the Master Agreement, you shall promptly notify us in writing of any change in such designees by mail, email or hand delivery to:

Fulton Bank  
Cash Management Division  
One Penn Square  
P. O. Box 4887  
Lancaster, PA 17604  
CASupportFFC@fultonbank.com

1.7 *UNSECURED OBLIGATION.* EACH MASTER NOTE, AND THE ADVANCES MADE THEREUNDER, ARE THE UNSECURED OBLIGATIONS OF FULTON BANK, N.A., ARE NOT DEPOSITS OR OTHER OBLIGATIONS OF ANY BANK AND ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION OR ANY OTHER FEDERAL OR STATE AGENCY.

1.8 *Guarantee.* Payments due under the Master Note are guaranteed by Fulton Financial Corporation, our parent company.

1.9 *Maximum Principal Amount.* The maximum principal amount of the Master Note is \$20,000,000.00.

1.10 *Fees.* Fees for this Service shall be payable as dictated by the Cash Management Master Sweep Service Terms and Conditions.

1.11 In offering you this service and performing its obligations thereunder, Fulton acknowledges and agrees to the terms and conditions of the borrowing arrangements set out in the Master Note Option above and agrees to issue the Master Notes from time to time to you.