REMOTE SAFE DEPOSIT
TERMS & CONDITIONS

These Terms and Conditions describe the Service you have selected and set forth provisions governing your use of this Service. These Terms and Conditions are incorporated into and part of the Cash Management Services Master Agreement. By using this Service, you agree to be legally bound by these Terms and Conditions, our Funds Availability Policy and the Cash Management Services Master Agreement.

BACKGROUND

To have the Remote Safe Deposit Service, you must have a contract with a Fulton permitted, armored carrier or third party processor, ("Armored Carrier") for remote safe deposit services, including remote safe deposit pickups, processing, and content transportation to us ("Armored Carrier Contract"). As part of the Armored Carrier Contract, you must have an approved Fulton safe ("Equipment") installed at your Business Location to accept and validate U.S. currency deposits. The Equipment is part of your Systems. The currency deposits will be collected and processed by the Armored Carrier and delivered to a Vault Facility. This Service allows you to elect, the "Advanced Credit" Service Option, which allows you to receive daily provisional credit for currency that remains in the Equipment until such currency is collected and verified by us, subject to certain limits.

DEFINITIONS

1. "*Armored Carrier File*" is defined in Section 3(c)(ii) of these Terms and Conditions.

2. "*Business Location*" means your business location(s), as identified on a Set-Up Form, at which Armored Carrier has installed the Equipment and from which it will pick up your currency for delivery to a vault facility.

3. "*Deposit*" means currency and items delivered on your behalf to a Vault Facility for deposit into an account using this service.

4. "*Deposit Deadline*" means the Fulton deadline for receipt of Deposits at a Vault Facility on a Business Day.

5. "*Discrepancy*" means a difference between: (a) the amount of the declared on the Armored Carrier File; and (b) the actual amount of the Deposit as collected and verified by us.

6. "*Vault Facility*" means each permissible third-party service location designated by you for receipt of your Deposits.

TERMS AND CONDITIONS

1) *Armored Carrier Contract and Equipment*.

(a) Armored Carrier Contract. You represent to us that (i) your Armored Carrier Contract is, and shall remain throughout the term of this Service, in full force and effect; (ii) you are not in breach of its Armored Carrier Contract; and (iii) you shall immediately notify us if the Armored Carrier Contract terminates. At our request, you shall provide a copy of the Armored Carrier Contract.

(b) Equipment. You represent to us that: (i) Armored Carrier has installed the Equipment at each Business Location and such Equipment is fully operational; and (ii) the Equipment shall remain at each Business Location and shall be used only in accordance with the requirements of Armored Carrier and us.

(c) Fulton Service. We (i) have no obligation to provide any of the services under the Armored Carrier Contract or to deliver currency to a Vault Facility; and (ii) are not liable for any Losses arising out of the Armored Carrier Contract, the Equipment, any currency that remains in the Equipment, or any services provided by Armored Carrier, including delivery of currency to a Vault Facility. In the event of a conflict between these Terms and Conditions and the Armored Carrier Contract with respect to this Service, these Terms and Conditions prevail.

2) ***Limitations*.** This Service: (a) may not be used for (i) U.S. coins, checks, or other items, (ii) Non-U.S. currency, bank notes, coins, checks, or other items, or (iii) change orders (i.e. orders of currency that would result in a withdrawal of funds from an Account); and (b) does not apply to any recycler (i.e., a device that allows reuse of funds placed in it) that may be a component of the Equipment, or to any funds in a recycler.

3) *Advanced Credit Service Option.*

(a) We will provide you with daily provisional credit, in accordance with this Section, for currency that remains in the Equipment prior to delivery and verification at the Vault Facility.

(b) We shall ensure that; (i) currency in the Equipment is collected by Armored Carrier at the agreed upon times (but not less than once per week); and (ii) Armored Carrier delivers that currency to the Vault Facility.

(c) Subject to these Terms and Conditions, we will provide provisional credit to the Account for the total amount of currency designated in the Armored Carrier File if; (i) such currency is validated and accepted by the Equipment; and (ii) we receive from Armored Carrier a deposit file (the “Armored Carrier File”) detailing the total amount of currency validated and accepted by the Equipment prior to Armored Carrier ‘s deposit cut-off deadline (which is currently 11:59 p.m. EST on an Armored Carrier’s business day). If the Armored Carrier File is received prior to the our applicable Deposit Deadline, each provisional credit is effective after the close of our business on the Business Day we receive the Armored Carrier File, and all credited funds will be available to you to pay items and transactions posting to the Account at the end of the Business Day. If the Armored Carrier File is received after the applicable Deposit Deadline, each provisional credit is effective to pay items and transactions posting to the Account the following Business Day. We may rely on any Armored Carrier File without obligation to inquire into its authenticity. You must not access the currency in the Equipment after receiving daily provisional credit for such currency.

(d) Following receipt of currency at the Vault Facility, we will verify, or have Armored Carrier verify, the amount of currency delivered to Armored Carrier. We will be deemed to have used due care if, upon opening each deposit bag delivered to the Vault Facility, we or Armored Carrier, use its standard procedures to verify amount of the Deposit.

(e) After we have received and verified the currency, the credit is no longer 'provisional' and is considered a final credit of funds to the Account, subject to other terms of these Terms and Conditions.

(f) We may refuse to provisionally credit an Account, and may reverse a provisional credit and debit the Account for the amount of such provisional credit, if: (i) there is a Discrepancy; (ii) the Equipment fails or malfunctions; or (iii) we do not receive the Armored Carrier File or suspects it may be fraudulent.

(g) We may establish dollar limits for daily provisional credit provided to you. If the total amount of currency in an Armored Carrier File exceeds such limit, we may: (i) provide daily provisional credit to the Account for the excess amount; or (ii) place a hold on such excess funds until the limit is no longer exceeded.

(h) Any Discrepancy identified in the verification process may be corrected by us. You authorize us to debit or credit your Account for any Discrepancy amount. We will provide details of adjustments by electronic means through the Armored Carrier system. You may request copy of all supporting documentation available for a Discrepancy by contacting our Customer Service within 90 days of the deposit.

4) *Customer Service*. You will contact: (a) our Customer Service for any questions relating to this Service; and (b) Armored Carrier for any issues relating to Armored Carrier's services, including any currency deposited into the Equipment, Equipment issues, currency delivery, and customer reporting.

5) *Termination*. This Service will immediately terminate if: (a) the Armored Carrier Contract terminates; (b) with respect to a particular Business Location if the Equipment ceases to be located at the Business Location; or (c) upon ten (10) days written notice of such termination by us.