

Customer: \_\_\_\_\_

Date of Appendix: \_\_\_\_\_ Date of Master Agreement: \_\_\_\_\_

**THIS COURIER SERVICES APPENDIX** (hereinafter, this "**Appendix**") is incorporated by reference into the Business & Government Services Master Agreement (the "**Master Agreement**") by and between ANDROSCOGGIN BANK ("Bank") and the Customer identified above. This Appendix governs Customer's use of a courier service provided by Bank for the purpose of receiving and transporting (each, a "**Transport**") Customer's deposit account transactions with Bank (the "**Courier Services**"). All capitalized terms used herein without definition shall have the meanings given to them in the parties' Master Agreement. Except as otherwise expressly provided in this Appendix, to the extent that this Appendix is inconsistent with the provisions of the Master Agreement, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict. This Appendix shall be effective on the earlier of the date when this Appendix has been signed by both parties, as set forth above, or when the Courier Services are first used.

**TERMS AND CONDITIONS**

**1. Courier Services.** Bank agrees to provide Courier Services to Customer consisting of the Transport by one or more Bank employees of sealed shipments of coin or currency, checks and other instruments (collectively, "**Items**") from designated Customer locations and delivery of those items to a Bank office or other location designated by Bank for processing and deposit. At the time of pick-up of Items, Customer will sign-off on a log to be maintained by Bank indicating the unique number or identifier of Courier Container (as defined and described below in **Section 4**) received and the date and time the Bank employee received such Courier Container.

**2. Scheduled Service.** Bank will arrange for pick-up of Items at Customer locations designated on Schedule A in accordance with the schedule set forth on Schedule A. Schedule A must be accepted by Bank and Customer prior to the start of any Courier Services. Customer should submit courier schedule requests at least two (2) weeks prior to the beginning of any new Courier Services. Courier Services will not be provided on Saturdays, Sundays, holidays, and any other day(s) when Bank is not open for business, except as may be otherwise agreed pursuant to the provisions of **Section 3**.

Bank may amend Schedule A at any time to change the time and/or number of pick-ups. Bank agrees to provide Customer with written notice at least forty-eight (48) hours in advance of the effective date of any such change. Customer understands and agrees that the Bank retains exclusive discretion regarding the scheduling, movement and routing of each Transport.

**3. Special Schedules.** Customer may request a change in schedule or in the locations for pick-up, including one-time, ad hoc pickups. Such requests should be made at least one (1) Business Day in advance of Customer's desired effective date. Bank will use reasonable efforts to accommodate any such request, but shall not be required to do so. In the event that inclement weather or other circumstance beyond the reasonable control of Bank precludes pick-up or delivery as contemplated by this Appendix, Bank and Customer will work diligently and in good faith to agree on a substitute schedule or manner of performance which, insofar as is possible under the circumstances, will provide Courier Services to Customer comparable to those otherwise contemplated by this Appendix.

**4. Customer Responsibilities.**

4.1 Customer represents and warrants that it will use the Courier Services only in connection with deposits to its deposit account(s) (the "Customer's Account(s)") with Bank. Customer agrees that no third parties, including employees of Customer, shall use the Courier Services for deposits to accounts other than the Customer's Account(s). Should Customer permit any such third-party usage, Customer agrees to defend, indemnify, and hold Bank harmless from any claims by such third parties including, but not limited to, those arising from the loss, damage, or alteration of the third-party deposit(s).

4.2 Customer agrees to prepare its banking transactions for each Transport by:

- (i) completing one or more deposit ticket(s) indicating the Customer's Account(s) to which the deposits are to be made, and the amount of such deposits;
- (ii) preparing an adding machine tape itemizing the amount of each Item, including the aggregate amount of cash or coin, placed in the Courier Container;
- (iii) properly endorsing, as and consistent with the named payee, the Items that are payable to Customer, and restrictively endorsing such Items "For Deposit Only" to the Customer's Account(s), and
- (iv) placing all Items for deposit in a container provided by Bank or the Courier (each, a "Courier Container") that has been distinctively and securely sealed (as defined in **Section 8**) by the Customer.

<b>Bank Use Only</b>	
By: _____	Misc. Information: _____
Scan: _____	_____

4.3 Each Courier Container will have a unique serial number for tracking purposes. Customer agrees to have the sealed Courier Container(s) ready for pick-up as scheduled, and understands that, due to driver safety considerations, the total amount of each Transport in coin and currency may be limited by Bank, in its sole discretion. The total liability limit for a cash deposit is identified in Schedule A. Prior to releasing the Courier Container(s) to a Bank employee, Customer will ask the Bank employee to present proper identification. Customer will sign on a Bank-issued courier log for each Courier Container to be taken into custody by the Bank employee. Customer understands that the Bank employee may not accept any Courier Container that appears to have been tampered with.

4.4 Customer agrees to furnish a list of employees or other persons authorized on behalf of Customer to release Courier Containers to Bank employees and acknowledges and agrees that Bank shall be entitled to request evidence of identity from such persons and is not obligated to receive any Courier Container from a person for whom the Bank has not received satisfactory evidence of identity.

4.5 Customer agrees that it shall maintain complete records of all Items and any associated documents placed in the Courier Container(s), including, e.g., photocopies and adding machine tape of all Items.

4.6 Customer will be responsible for verifying the accuracy and posting of each Bank deposit within one (1) Business Day of the pick-up. If the deposit does not accurately post within one (1) Business Day, Customer must notify Bank immediately.

**5. Bank Activities.** Customer authorizes Bank, upon receiving a Courier Container at a Bank office, to open the Courier Container(s) and verify the contents. Once opened and verified, Bank will process and credit the contents of the Courier Container(s) to Customer's Account(s) in accordance with the deposit ticket(s). However, if the contents of the Courier Container(s) do not conform to the number of Items or amount(s) reflected on the deposit ticket(s) completed by Customer, Bank will deposit such contents as are found in the Courier Container(s) and will notify Customer of such discrepancy from the retail branch by providing the client a change in deposit notice. Bank shall not assume responsibility for collection or be considered to have received any deposit until it is actually received by Bank at a Bank office and Bank provides a receipt to Customer. Upon receipt of the Courier Container, the Bank will verify the Items in the Courier Container and count the coin and currency in the Courier Container and credit Customer's Account(s) based on Bank's verified coin and currency count and verified inventory of other Items. Customer acknowledges and agrees that Bank's verification of the contents of Courier Container(s) is final and that Customer will only be entitled to credit for the actual contents of Courier Container(s) as determined by Bank regardless of what is stated on any deposit slip. Subject to receipt and verification at a Bank office, the contents of Courier Containers picked up prior to 12 p.m. Eastern time on a Business day will be credited on the same Business Day. As used herein a "Business Day" is any day other than a Saturday, a Sunday or a day when banks in the State of Maine are authorized or permitted to be closed. The availability of funds for the Customer to draw upon any amount deposited shall be controlled by Bank's Funds Availability Policy, which is available in the Deposit Account Agreement, as may be amended from time to time. Bank will use ordinary care and adhere to the reasonable commercial standards of the banking business in connection with the receipt and processing of the contents of the Courier Container(s).

**6. Service Fees.** Customer agrees to pay service fees to Bank for the Courier Services as set forth in Schedule A. Service fees shall be subject to periodic adjustment by Bank in its discretion, upon thirty (30) calendar days' prior written notice. Bank also reserves the right, in its sole and exclusive discretion, to impose a fuel surcharge to compensate Bank for increases in gasoline fuel expense due to gasoline price increases. Upon request by Customer, Bank will provide copies of records or other evidence supporting any fuel surcharges imposed under this Appendix.

**7. Payment.** Customer hereby authorizes Bank to directly deduct, or charge through account analysis, amounts owed under this Appendix from Customer's Account(s) with Bank.

**8. Liability for Shipments.** Customer agrees that it is solely responsible for the accuracy and adequacy of its banking transaction information, including completion of all its responsibilities under this Appendix. Bank shall not be liable for any errors or omissions made by Customer in entering data to make use of the Courier Services or in using any of the Courier Services provided. Bank shall not be liable for any failure, inability to perform, or delay in the performance of any of the Courier Services provided hereunder, including but not limited to those problems caused by equipment malfunction or any routing or scheduling decisions made by the Bank in its sole discretion. Bank shall not be responsible for any loss arising from an act reasonably beyond its control such as strikes, lockouts, labor disturbances, riots, acts of God, difficulties, traffic or road conditions, electrical, communications or utility outages, or severe or adverse weather conditions. Under no circumstances shall Bank be liable to Customer for any incidental, consequential, special or punitive damages for any claim relating to this Appendix or the Courier Services. Customer is responsible for ensuring that all Items are distinctively and securely sealed in the Courier Container. Bank shall have no duty to ascertain the contents of any Courier Container received for shipment, and it assumes no liability for any claimed discrepancy in the contents of any distinctively and securely sealed shipment. For purposes of this Appendix, the term "distinctively and securely sealed" means that (i) the container to be shipped has been closed and fastened with a device or means having a distinguishing mark, and (ii) the device or means bearing the distinguishing mark has been firmly affixed to the container so that it cannot be removed and re-applied to the container without leaving visible external evidence of tampering.

**9. Indemnification.** In addition to, and not in replacement of its other indemnity obligations hereunder, Customer agrees to defend, indemnify and hold Bank and its shareholders, directors, officers, employees (individually and collectively, the "Indemnified Party(ies)") harmless from and against any and all losses, damages, liabilities, claims, actions, suits, costs, and expenses (including reasonable attorneys' fees) (collectively, the "Losses") directly or indirectly arising out of, in connection with, or relating to the Courier Services. This indemnity obligation shall include, but not be limited to, holding the Indemnified Parties harmless from any Losses alleged by third parties that are directly or indirectly based on allegations of action or inaction involving

any deposits or items claimed to have been placed in a Courier Container received by a Bank employee In no event shall any Indemnified Party be liable to any third parties for any incidental, indirect, special or consequential damages.

**10. No Warranties.** Bank makes no warranty, express or implied, including without limitation any express or implied warranties of fitness for a particular purpose, with respect to any component of the Courier Services.

**11. Termination.** The parties may terminate this Appendix in accordance with the terms and conditions of the parties' Master Agreement. This Appendix will automatically and immediately terminate if the parties' Master Agreement terminates. Any termination of this Appendix shall not affect any of Bank's rights and Customer's obligations with respect to Transports or related instructions initiated by Customer prior to the effective time of such termination, or the payment obligations of Customer with respect to services performed hereunder by Bank prior to the effective time of such termination, or any other obligations that survive termination of this Appendix. The provisions of this Appendix that are necessary to give effect to the purposes of this Appendix shall survive its termination.

**12. Effectiveness.** Customer agrees to all the terms and conditions of this Appendix. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Appendix replaces and supersedes all prior arrangements on file with respect to the services described herein and shall remain in full force and effect until termination or such time as a different or amended Appendix is accepted in writing by Bank or the Master Agreement is terminated.

**IN WITNESS WHEREOF,** Customer and Bank have duly caused this Appendix to be executed by an Authorized Representative.

**CUSTOMER**

**ANDROSCOGGIN BANK**

Customer Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

