



## COURIER SERVICE AGREEMENT

THIS COURIER SERVICE AGREEMENT (this "Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, ("Effective Date") by and between Affinity Bank, Atlanta, Georgia ("Bank") and the undersigned depositor ("Depositor").

WHEREAS, Depositor desires to use the services of a courier ("Courier") which will pick up deposits from Depositor's place of business (or other designated location) and will carry such deposits to Bank ("Courier Service"); and

WHEREAS, Bank agrees to provide such Courier Service to facilitate the delivery of deposits from Depositor to Bank.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements provided below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Service.** The Courier will arrive on the days (excluding weekends and Bank holidays) and times, or from time to time and as provided below on an "as-needed" basis, and at the locations agreed upon by Bank and Depositor to pick up deposits from Depositor, which deposits will be delivered by the Courier to Bank for deposit into Depositor's account(s) at Bank (the "Account"). Bank shall, and is hereby authorized to, (i) open the Courier Envelope (as defined below); (ii) process the contents thereof for deposit into the Account in accordance with Bank's standard deposit policies, Depositor's Account Agreement (as defined below), and any written instructions and/or deposit ticket(s) enclosed in the Courier Envelope; and (iii) to transact such other business on behalf of Depositor as may be incidental and proper in connection with the deposit.
2. **Depositor's Responsibilities.** In order to protect both Depositor and Bank, Depositor shall have the following responsibilities in using the Courier Service:
  - a. Items placed with the Courier by Depositor for delivery to Bank shall be (i) restrictively endorsed "for deposit only" to the Account, (ii) enclosed in a sealed, tamper-evident, shipment envelope furnished by Bank ("Courier Envelope"), and (iii) accompanied by a deposit ticket, in duplicate, which lists the contents thereof. If the contents of the Courier Envelope do not conform to the itemized list on the accompanying deposit ticket prepared by Depositor, Bank may deposit into Depositor's Account such items as are found therein and shall report any discrepancy to Depositor in a reasonable time and manner. The record of Bank shall be final and conclusive as to the contents of the Courier Envelope, and the risk of any loss or shortage is expressly assumed by Depositor, who agrees to indemnify and hold Bank harmless therefrom.

- b. Depositor shall maintain adequate and complete records of all items placed with the Courier, including but not limited to photocopies or carbon copies of all items and deposit tickets, which photocopies shall be maintained, along with a copy of the deposit ticket, until Depositor has confirmed the deposit with Bank. Depositor will continue to receive regular Account statements (“Statement”) that describe all transactions for the Accounts including the deposits that Depositor has sent to Bank through the Courier Service. Depositor agrees to promptly review the Statement and to notify Bank within fourteen (14) days of receipt of the Statement of any discrepancies between Depositor’s records of deposits with the Courier and the deposits reflected on such Statement. Statements sent by any reasonable method, are conclusively presumed to have been received by Depositor five (5) days after such Statement was sent by Bank. If Depositor fails to notify Bank of any discrepancy within the requisite time period, the Statement shall be conclusively presumed to correctly document deposits sent through the Courier Service.
  - c. Depositor agrees that the responsibilities of Depositor set forth above establish reasonable standards to govern the conduct of Bank and Depositor with respect to the Courier Service and acknowledges that such standards are necessary for the protection of both Bank and Depositor. Depositor acknowledges that the failure by Depositor to comply with such responsibilities may result in lost, misdirected or late deposits.
3. **Pick-Up of Courier Envelopes.** Depositor shall have sealed Courier Envelope(s) ready for pick-up upon Courier’s arrival. Courier may depart without making a pick-up if no Courier Envelope is ready upon Courier’s arrival. Courier will not accept items for transport that are not sealed by Depositor in a Courier Envelope and shall not be obligated, nor authorized, to open or inspect the contents of any Courier Envelope prior to its delivery by Courier to Bank.
4. **Unscheduled Pick-Ups.** From time to time, unscheduled pick-ups may be needed by Depositor. Unscheduled pick-ups will be made by contacting Bank directly no later than (1) banking day prior to the date of the unscheduled pick-up.
5. **Fees.** Depositor agrees to pay to Bank the fees listed below for the Courier Service. Bank may from time to time during the term of this Agreement, increase or decrease the fees upon prior written notice to Depositor.
  - a. The initial monthly fee for the Courier Service will be \$\_\_\_\_\_ per pickup and shall be recognized with other services on the account analysis applicable to Depositor utilizing the Courier Service or directly charged to Depositor’s Account.
  - b. A service charge of **\$25.00** will be assessed any time there is no Courier Envelope for pick-up by the Courier and Bank has not been notified by Depositor at least one (1) business day prior.
  - c. A service charge of **\$30.00** will be assessed for any rush Courier pick-ups
  - d. A service charge of **\$25.00** will be assessed any time the total cash amount picked up by the courier does not equal or exceed **\$100.00**.
  - e. A service charge of **\$10.00** will be assessed for excess wait time. Excess wait time is defined as the driver waiting more than 5 minutes to receive deposit bags, documents, or anything else intended for the bank.
6. **Deadline for Same-Day Crediting of Deposits.** Any items received by Bank from the Courier after 4:00 P.M. EST (“Cut-Off Time”) of any regular banking day or at any time on a day in which Bank is not regularly open for business need not be, and at the option of Bank shall not be, opened, verified or credited by Bank until Bank’s next regular banking day. The Cut-Off Time may, from time to time during the term of this Agreement, be adjusted by Bank with prior written notice to Depositor.
7. **Term and Termination.** This Agreement will begin on the Effective Date and shall continue until terminated by either party by providing written notice of termination to the other party; provided, however, termination by Depositor shall not be effective until acknowledged, in writing, by Bank. Any termination of this Agreement shall not affect the respective rights or obligations of either party incurred prior to termination. In the event of termination by either party, Depositor shall immediately pay to Bank any amounts due and owing to Bank hereunder.
8. **Account Agreement.** This agreement incorporates by reference all of the terms of Depositor’s Account Agreement with Bank (“Account Agreement”) and the corporate resolution governing all of Depositor’s Accounts with Bank (“Corporate Resolution”). In the event of any inconsistency between the terms of this Agreement and the terms of the Account Agreement or the Corporate Resolution, this Agreement shall govern. If Bank has not received from Depositor a current Account Agreement and Corporate Resolution

pertaining to the Account, the terms of the Account Agreement and Corporate Resolution customarily used by Bank for accounts of the same type as the Account are hereby incorporated herein by reference and shall, except as displaced by this Agreement, be deemed to govern the Account.

9. **Authorization.** Depositor hereby represents, warrants and covenants that (i) the execution, delivery and performance of this Agreement and Depositor's use of the Courier Service have been duly authorized by Depositor's board of directors or other governing body; (ii) this Agreement has been validly executed by an official having general authority from Depositor's board of directors or other body governing Depositor's Accounts with Bank and the movement of Depositor's funds; and (iii) this Agreement constitutes a valid, enforceable, and binding obligation upon Depositor.
10. **Standard of Care.** Depositor agrees that Bank's responsibility to Depositor under this Agreement is limited to the exercise of ordinary care. Depositor further agrees that the occasional unintentional deviation by Bank from the procedures set forth herein or deviation in accordance with the telephone instructions of Depositor will not be deemed the failure to exercise ordinary care. Nothing in this Agreement shall be construed to enlarge any of Bank's duties under the Georgia Uniform Commercial Code.
11. **Independent Contractor/Limits on Liability.** The Courier is an independent contractor and is not an agent or employee of Bank. As between the Bank and the Depositor, the Depositor shall be solely responsible for all deposits while such deposits are in Courier's custody. Bank is not and shall not be considered an insurer of any deposits placed with the Courier and shall not be responsible for, or have any liability for, any deposits until such deposits are received by Bank at Bank's office at 5660 New Northside Drive, Suite 200, Atlanta, GA 30328.
12. **Limitation of Liability and Disclaimer of Warranties.** BANK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AS TO THE COURIER AND THE COURIER SERVICE. BANK SHALL NOT BE LIABLE FOR ANY LOSS ARISING FROM THE COURIER SERVICE IN THE ABSENCE OF BANK'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN CARRYING OUT THE TERMS OF THIS AGREEMENT, AND IN NO EVENT AND UNDER NO CIRCUMSTANCES WHATSOEVER SHALL BANK BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHICH DEPOSITOR MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN OR CONTEMPLATED BY BANK AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY OF LIABILITY WHICH DEPOSITOR MAY ASSERT.
13. **Miscellaneous.**
  - a. **Amendment.** From time to time Bank may amend any of the terms and conditions contained in this Agreement, including, without limitation, the provisions regarding Cut-Off Time or fees.
  - b. **Non-Assignment.** Depositor may not assign this Agreement or any of the rights or duties hereunder without Bank's prior written consent.
  - c. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.
  - d. **Entire Agreement.** This Agreement, together with the Account Agreement and Corporate Resolution, is the complete and exclusive statement of the agreement between Bank and Depositor with respect to the subject matter hereof and supersedes any prior agreement(s) between Bank and Depositor with respect to such subject matter.
  - e. **Waiver.** Waiver, by either party, of their respective rights or any term or condition hereunder shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition of this Agreement. The failure of either party hereto to assert any of its rights hereunder shall not constitute a waiver of any of such rights.
  - f. **Excuse of Delay or Failure of Service.** Should the performance of this Agreement by either party be prevented by fire, flood, storm, strike, work stoppage, lockout, unavoidable casualty, governmental order or state of war, riot, epidemic, communications line failure, power failure, equipment malfunctions, failure of Bank's subcontractors or services by such subcontractors, or any similar cause

beyond the control of such party, such party's performance to the extent it is so prevented or delayed shall be excused.

- g. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.
- h. Notice. Except as otherwise expressly provided herein, any written notice or other written communication required or permitted to be given under this Agreement shall be hand delivered or sent by United States registered or certified mail, postage prepaid, or by express carrier to Bank at the following address:

Attn: Deposit Operations  
 Affinity Bank  
 400 Galleria Parkway SE, Suite 900  
 Atlanta, GA 30339

Such notice shall be deemed given and received upon delivery in person or five (5) days after mailing in accordance with this Section.

- i. Headings. The headings contained in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement, nor shall they affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatories, whose signatures appear below, have been and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate action to execute this Agreement.

**Affinity Bank**

**Client:** \_\_\_\_\_

Signature: \_\_\_\_\_

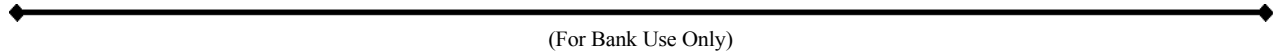
Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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



(For Bank Use Only)

Primary Deposit Bag Processor: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Start Date: \_\_\_\_\_

Contracted Pick-up Days w/AB: \_\_\_\_\_

Office Hours: \_\_\_\_\_

Hours Office is Closed for Lunch: \_\_\_\_\_