



Atlanta Business Bank

COURIER SERVICE AGREEMENT

THIS AGREEMENT (this "Agreement") is entered into this _____ day of _____, 20____, by and between Atlanta Business Bank, Atlanta, Georgia ("Bank") and the undersigned customer ("Depositor") _____.

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

NOW THEREFORE, for and in consideration of the premises, 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 Service shall operate as follows. The Courier will arrive on the days (excluding Bank holidays) and times 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 the Depositor's account at Bank (the "Account").
2. **Depositor's Responsibilities.** In order to protect both Depositor and Bank, Depositor shall have the following responsibilities in using the 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 shipment envelope furnished by Bank, and (iii) accompanied by a deposit ticket, in duplicate, which lists the contents thereof. Courier shall not be obligated, nor authorized, to open or inspect the contents of any shipment envelope prior to its delivery by the Courier to Bank. If the contents of the shipment envelope do not conform to the itemized list on the accompanying deposit ticket prepared by Depositor, Bank may deposit such items as are found therein and shall report any discrepancy to Depositor in a reasonable manner.
 - 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. Depositor agrees to notify Bank within seven (7) days of receipt of the monthly account statement for the account of any discrepancies between Depositor's records and deposits with the Courier and the deposits reflected on such account statement
 - c. Depositor agrees that the responsibilities of the Depositor set forth above establish reasonable standards to govern the conduct of Bank and Depositor with respect to the 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. **Fees.** Bank may increase or decrease the charges and fees due hereunder at any time and from time to time during the term of this Agreement upon prior written notice to Depositor.

- a. The initial monthly fee for the Service will be \$_____ per pickup and **shall be recognized with other services on the account analysis applicable to the Depositor utilizing the Service or directly charged to the Depositor's account.**
- b. A service charge of **\$25.00** will be assessed any time there is no deposit for the courier and the bank has not been notified one (1) business day prior.
- c. A service charge of **\$30.00** will be assessed for any rush Courier pick-ups.

4. **Deadline for Same-Day Crediting of Deposits.** Any items received by the bank from the courier after 3:15 P.M. 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 the Bank shall not be, opened, verified or credited by Bank until its next regular banking day. Time or required receipt of deposit for same day credit may be adjusted by bank as necessary with prior written notice to customer.

5. **Termination.** This Agreement may be terminated at any time by Bank upon notice to depositor, and by Depositor upon written notice to Bank; provided, however, that termination by Depositor shall not be effective until acknowledged by Bank. Any termination of this agreement will not affect any of Depositor's obligations to Bank incurred prior to termination. In the event of termination by either party, Depositor will pay to Bank any amounts owed to Bank hereunder.

6. **Deposit Agreement.** This agreement incorporates by reference all of the terms of the deposit agreement and the corporate resolution governing all of Depositor's accounts with Bank; provided, however, that in the event of any inconsistency between the terms of this Agreement and the terms of the deposit agreement or the corporate resolutions, this Agreement shall govern. If Bank has not received from Depositor a current deposit agreement and corporate resolutions pertaining to the Account, the terms of the deposit agreement and corporate resolutions 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.

7. **Authorization.** Depositor hereby represents, warrants and covenants that the execution, delivery and performance of this Agreement and Depositor's use of the Service have been duly authorized by Depositor's Board of Directors or other governing body, that 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 that this Agreement constitutes Depositor's valid, enforceable, and binding obligation.

8. **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 the Bank's duties under the Georgia Uniform Commercial Code.

9. **Independent Contractor/Limits on Liability.** The Courier is an independent contractor and is not an agent or employee of Bank. The Courier shall be solely responsible for all deposits while such deposits are in its custody, and Bank 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.

10. **Unscheduled pick-ups.** From time to time, unscheduled pick-ups will be needed by the Depositor. Unscheduled pick-ups will be made by contacting the bank directly no later than (1) business day prior the pick-up date.

