



Synovus Remote Vault Deposit Service Addendum

**Synovus Treasury Management Services
Synovus Remote Vault Deposit Services Addendum**

1. **Acceptance of Remote Vault Deposit Services.** By selecting the Remote Vault Deposit Services (the “**Remote Vault Deposit Services**”) on the Enrollment Form, you agree to the terms of this Remote Vault Deposit Services Addendum (the “**Vault Deposit Addendum**”) and this Vault Deposit Addendum thereby becomes a part of the Master Services Agreement for Treasury Management Services (the “**Master Services Agreement**”). The Master Services Agreement, together with this Vault Deposit Addendum, shall constitute one “**Remote Vault Deposit Service Agreement**” for the Remote Vault Deposit Services, the terms and conditions of which shall be binding upon both parties and shall govern the establishment and continued use by Customer of the Remote Vault Deposit Services. Customer acknowledges the receipt of a copy of this Vault Deposit Addendum and the current Master Services Agreement. This Vault Deposit Addendum is effective as of the date accepted by Bank. Capitalized terms used but not defined herein shall have the meanings provided in the Master Services Agreement. If a discrepancy or inconsistency is determined to exist between the terms of the Master Services Agreement and the terms of this Vault Deposit Addendum, this Vault Deposit Addendum will control with respect to the Remote Vault Deposit Services, but only to the extent necessary to resolve the discrepancy or inconsistency.
2. **The Loomis and Brink’s Cash Services.** Bank has entered into agreements with Loomis Armored US, LLC (“**Loomis**”) and Brink’s Incorporated (“**Brink’s**”) (Loomis and Brink’s are referred to herein individually as the “**Armored Company**” and collectively as the “**Armored Companies**”). In order to use the Remote Vault Deposit Services you must enter into a separate agreement with an Armored Company which also governs your use of the Services. Subject to your entering into this Remote Vault Deposit Service Agreement and an Armored Company agreement, Bank will facilitate and accommodate your use of an electronic safe for you to actually, physically insert Cash into the Safe and which includes pickup of Cash in the Safe by the Armored Company (the “**Safe Services**”); and cash management services which may include, without limitation, the pickup of Cash and Checks by the Armored Company from Customer, and/or delivery of Cash to Customer by the Armored Company (“**Cash Management Services**”) (the Safe Services and Cash Management Services are referred to herein together as the “**Remote Vault Deposit Services**”). The term “**Cash**” shall include paper currency and coins. In the course of requesting the Remote Vault Deposit Services, Customer will enter into a direct agreement with the Armored Company selected by Customer for the Services and agrees that such Armored Company, not Bank, is the provider of the Remote Vault Deposit Services. The term “**Check**” shall include checks made payable directly to Customer as payee for deposit in your Account. The Account (herein so called) between you and Bank to which deposits or withdrawals may be made to or from through use of the Services is designated in the below provided space.
3. **Deposits and Provisional Credit.**
 - a. As to the Safe and Safe Services Only:

Upon actual, physical insertion of Cash into the Safe, your designated account will be granted provisional credit for the total amount of the Cash on the next Business Day. The provisional credit means that the credit is made to the designated account subject to receipt of the Cash from Loomis and will be made available as defined under the terms and conditions of Bank’s Funds Availability Policy, the account agreement for the Account, and applicable law.
 - b. As to the Safe, Safe Services, and Cash Management Services:
 - 1) Cash shall be deemed received by us for deposit when actually received for deposit by us from the Armored Company at the Armored Company’s designated location for that purpose, subject to the next two sentences. Cash must be received by us no later than the cut-off time for deposits that Business Day. Cash which is received after the cut-off time shall be deemed to have been received on the Business Day following the Business Day on which the Cash is actually received by us.
 - 2) We may, at our option, set a daily deposit dollar amount threshold (“**Deposit Limit**”), and may decline to provide provisional credit that exceeds the Deposit Limit. If we establish a Deposit Limit, you agree not to exceed the Deposit Limit. We reserve the right to change the Deposit Limit and cut-off time, in our sole discretion. Such modifications will be effective immediately and may be implemented prior to your receipt of the newly established Deposit Limit or cut-off time.
 - 3) Bank will use commercially reasonable efforts to process and deposit Checks on the next Business Day after receipt from the Armored Company of Checks for deposit by Bank at its offices. Any unprocessed Checks will be forwarded to Customer.
 - c. **Disclosure; Authorization.** Customer acknowledges and agrees that the Services require the Armored Company to send information to Bank regarding Customer and Customer’s account(s), including, but not limited to, account numbers, deposits, balances, and other account information (“**Customer Information**”). Customer authorizes the Armored Company to provide Bank, its agents, and its subcontractors with Customer Information in connection with the Services performed for you by the Armored Company, and agrees that Bank is not responsible for the Armored Company’s use or security of the information, and will not hold Bank responsible for any use or disclosure of the information by Loomis.
 - d. **Fees.** Customer is solely responsible for payment of fees and costs charged by the Armored Company to Customer and by the Armored Company to Bank on behalf of customer for the Services pursuant to Customer’s agreement with the Armored Company. In addition to the fees charged by the Armored Company, account and transaction fees with Bank will still apply to your Account(s).

- e. **Relationship of Parties; No Liability.** Customer acknowledges and agrees that each of the Armored Companies is an independent contractor, the Armored Companies are not an affiliate or subsidiary of Bank or otherwise owned or controlled by Bank or any of Bank's affiliates or subsidiaries, and the Armored Companies are not employees, partners, or agents of Bank. Bank makes no representation or warranty as to the Services or Safe, including without limitation, any implied warranties of merchantability or fitness for a particular purpose, accuracy, or completeness. Bank shall not be responsible or liable for any function or malfunction of equipment or a Safe, including, but not limited to, any damages or losses relating to non-transmission of information by a Safe. No Cash or Check shall be deemed to be in Bank's possession until the Cash or Check is actually received and physically held by Bank's personnel at its offices. Receipt of Cash or Checks by either Armored Company will not be deemed receipt by Bank. Bank shall not be responsible or liable for any damage to, or loss, theft, or disappearance of, any of your property or funds, including without limitation Cash or Checks, in the possession, custody, or control of either Armored Company. Customer hereby agrees to release, defend, indemnify, and hold Bank harmless from and against any and all losses which Customer may have as a result of any claims which arise or may arise relating in any way to the Services or Safe and the transfer and exchange of Customer's information between Bank and the Armored Companies, and in no event shall Bank be liable for any indirect, consequential, incidental, punitive, exemplary or special losses or damages, or expenses which Customer may incur by using the Services or Safe or the transfer or exchange of Customer's information between Bank and the Armored Companies, whether or not the possibility or likelihood of such damage was known or contemplated by the Bank. Customer's sole remedies and recourse for any losses or claims related to the Services or Safe shall be against the applicable Armored Company and not Bank.
- f. **Account Terms and Conditions.** You agree that the Services and Safe will be used only for valid commercial purposes in the ordinary course of your business and not for personal, family or household purposes or for any person or entity other than Customer. The terms and conditions of the account agreement and any other terms applicable to your Account(s) as agreed between you and Bank ("**Account Terms**") continue to apply and control your Account(s), including without limitation deposits, funds availability, and your rights of withdrawal. All of your deposits made through the Services or Safe will be described in your periodic Account statements. You agree that no other notice is required with respect to deposits made through the Services or Safe. You agree to review your statements and timely report any unauthorized transfers, discrepancies, or other problems as set forth in the Account Terms. Nothing in this Vault Deposit Addendum nor any course of dealing between you and us constitutes our commitment or obligation to you to extend any credit to you, to make a loan to you, or otherwise to advance funds to you.
- g. **General.** Bank reserves the right to terminate the availability of your Account(s) to participate in the Services or deposit funds for credit to your Account(s) through the Safe provided by the Armored Companies at any time without notice to you and/or make a substitute service provider available. This Vault Deposit Addendum, together with the Master Services Agreement and the Account Terms, constitute the entire agreement between you and the Bank with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein. We may amend or change any of the terms and conditions of this Vault Deposit Addendum at any time upon notice to you. The laws of the State of Georgia shall govern the construction, validity and performance of this Vault Deposit Addendum, without regard to its conflict of laws provisions. The headings in this Vault Deposit Addendum are for convenience of reference only and will not govern the interpretation of the provisions. You warrant and represent that the execution and performance of this Vault Deposit Addendum has been authorized by all necessary corporate action on your part and you have authorized the person(s) agreeing to this Vault Deposit Addendum to do so on your behalf and to amend, terminate or otherwise act on your behalf with respect to your Account(s) and the Services.