

This Service Description is part of the Treasury Services Master Agreement, Global Treasury Management Services Master Agreement, or other master agreement for treasury services (the “*Master Agreement*”) currently in effect between you and BMO Bank N.A. (“*we*” or “*us*” and “*our*”). This Service Description is part of the Master Agreement and is subject to all of the terms and conditions contained therein. Any references herein to the Master Agreement shall be deemed to include the terms of this Service Description and any Service Documentation. Any capitalized terms not defined herein shall have the same meaning as set forth in the Master Agreement.

### 1. **Services.**

We will make available to you the Deposit Bag Service, Smart Safe Provisional Deposit Service, and Currency and Coin Order Service (the “*Services*”) as described in this Service Description and the Service Documentation. We will accept the receipt of Deposit Bags from your Carrier (as those terms are defined below) and perform the counting, verification, deposit reporting and other services relating to the Deposit Bags and their contents, accept and provide provisional credit for deposits made into your “smart safe”, and provide sealed currency and coin orders (referred to generally as “*Orders*” and each an “*Order*”) for pick-up by your Carrier at our cash vault location.

### 2. **Set-up Information.**

You agree to provide us with all necessary information needed to establish and maintain Services (“*Set-up Information*”). The Set-up Information shall include specific information necessary to provide Services to you and will govern how we provide Services to you. Set-up Information includes, but is not limited to:

- Business Name
- Each Unique Location Address
- Business Contact Name, Phone
- Number Account Number(s)
- Types of Service per Account: (Deposit Bag Service, Smart Safe Provisional Deposit Service, or Currency and Coin Order Service)
- Acceptable Items for Deposit
- Verification Method for Deposit Bag Contents
- Contracted Armored Carrier

You agree to keep the Set-up Information provided to us current and will notify us of any change. Any changes to the Services based on changes to the Set-up Information will occur after receipt of such notice from you, acceptance by us, and a reasonable opportunity for us to act.

### 3. **Deposit Bags.**

You agree to deliver sealed plastic tamper-resistant deposit bags (“*Deposit Bags*”) containing your deposits to us by a commercially licensed armored carrier hired by you (“*Carrier*”) to transport your Deposit Bags to one of our cash vault locations. You are responsible for ensuring that each Deposit Bag is sealed prior to the Deposit Bag being given to your Carrier and that it includes a completed and signed deposit ticket itemizing the Deposit Bag contents (“*Deposit Ticket*”).

#### **4. Deposit Bag Contents.**

Deposit Bags may include (i) currency and coins; and (ii) negotiable instruments including checks, money orders, traveler's checks and cashier's checks; provided, however, that Deposit Bags must not contain mixed cash and check deposits. Cash deposits and check deposits must be prepared under individual tickets and delivered in separate Deposit Bags. We will stipulate the items acceptable for inclusion in the Deposit Bags as part of the Set-up Information. Each Deposit Bag must be accompanied by a Deposit Ticket that details the contents of each deposit you place in the Deposit Bag. You must complete, sign and retain a copy of the Deposit Ticket for each Deposit Bag given to your Carrier. If Deposit Bags contain non-conforming items, such items will be returned to you with your next Order or as otherwise agreed to by both parties. You agree to bear the expenses of any such return.

#### **5. Receipt and Crediting of Deposit Bag Contents.**

Risk of loss of the Deposit Bag and its contents does not pass to us until after we have received and signed for actual delivery of the Deposit Bag at our cash vault location. Although Deposit Bags can be accepted until the cut-off time established by us for each cash vault location, deposits are also subject to our Funds Availability Policy for Deposit Accounts. Deposit Bags received after the established cut-off time for the applicable cash vault location will be treated as if received on the next business day (i.e., Monday through Friday, excluding Federal holidays) (each a "*Business Day*"). Deposits will only be accepted for and posted to your Accounts with us.

#### **6. Verification of Deposit Bag Contents.**

Once a Deposit Bag is delivered to us by your Carrier, we will open such Deposit Bag and verify its contents. Deposit Bag contents will be counted in accordance with our established policies and procedures. Standard bags of loose coin received by us will be verified by weight. If there is a discrepancy between the contents of the Deposit Bag and the declared amount on the Deposit Ticket, we may credit your Account for the actual contents of the Deposit Bag (or for the amount declared on the Deposit Ticket with an adjustment for the discrepancy), or we may treat the amount of the Deposit Ticket as correct and not adjust a discrepancy if the discrepancy is less than our standard minimum adjustment amount. We may change our standard minimum adjustment amount from time to time without notice. Our records shall be final and binding, and shall be conclusive evidence of the contents of the Deposit Bag. The risk of any loss or shortage is expressly assumed by you. For the purpose of our obligation under this Service Description, any Deposit Bag received after the established cut-off time for the applicable cash vault location will be treated as if it was received on the following Business Day.

#### **7. Smart Safe Provisional Deposits.**

If you use a so-called "smart safe", we will post the deposit provisionally upon receipt of a posting file received from the smart safe vendor, in a form acceptable to and delivered in a manner prescribed by us, containing the information needed to post the deposit. The deposit will not be final until the deposit items are received by us or our service provider at the cash vault location and the dollar amount of the deposit is verified by us or our service provider. We reserve the right to reverse any provisionally posted deposit that is not received and verified by us within 10 calendar days of the day it was posted. Our cut-off time to receive the deposit report is 2:00 p.m. Central Time ("CT") in order for the deposit to be processed that day. This 2:00 p.m. CT cut-off time is subject to change by us from time to time.

Your smart safe must be serviced and cash delivered to us on at least a weekly basis, unless express written permission is provided by us.

We have no responsibility for any "smart safe" equipment you use, such as electronic bill acceptor cassettes. Even after deposit items have been received at the cash vault location, "smart safe" equipment will be deemed to remain in the possession of the armored carrier service in its capacity as your agent.

## **8. Coin and Currency Orders.**

You shall transmit Orders to us via telephone order entry system, online internet access or other methods as mutually agreed to by the parties before the cut-off time for the applicable cash vault location on the same Business Day the Order is to be released to your Carrier. Orders received after the cut-off time for the applicable cash vault location will be completed for release the following Business Day.

We will prepare sealed Orders in accordance with specifications provided by you and agreed to by us. If there are insufficient funds in the applicable Account to cover an Order, we may, in our sole discretion, advance funds by creating an overdraft in the applicable Account. If processing of an Order creates an overdraft in any Account, then you agree to promptly pay us on demand, in immediately available funds, the amount of any such overdraft together with any applicable service fees and interest thereon at our then-existing overdraft rate for the time period involved until such overdraft is paid. Where possible, Orders will be for full straps and/or full boxes. Each Order will be delivered to your Carrier at the cash vault location. Our liability for any such shipment terminates when your Carrier signs a receipt for and receives such shipment.

You will review each Order prepared no later than the next Business Day after the Order is delivered to your Carrier. All claims for a Discrepancy (as defined below) in such Order must be made within three (3) Business Days of the date of release to your Carrier.

## **9. Limitation of Liability; Carrier Provisions.**

To the extent permitted by applicable law, we shall only be liable for your actual damages caused by our gross negligence or willful misconduct in connection with these Services, and you release us from and hold us harmless from any other loss, liability, damage or expense arising out of your use of these Services. In no event shall we be liable for any event or circumstance beyond our reasonable control, or for indirect, special, punitive or consequential damages.

In order to deliver deposits to or obtain coin and currency Orders from our cash vault locations, you must contract separately with a Carrier that is acceptable to us. You understand and agree that your Carrier is an agent of yours and not an agent of ours, and you are using your Carrier at your own risk and discretion. You and your Carrier shall maintain, at your own cost and expense, adequate and appropriate insurance policies. In the event that a Carrier is deemed to be unacceptable to us for any reason, we may, in our sole discretion, immediately and without prior notice to you, deny the Carrier access to our cash vault locations until such time as the reason for our dissatisfaction with the Carrier is resolved to our satisfaction.

## **10. Discrepancies.**

In the event of a discrepancy between (i) the amount of coin and currency counted by us and the amount of coin and currency indicated on the Deposit Ticket enclosed in the Deposit Bag; or (ii) the amount of coin and currency you counted in your Order and the amount of coin and currency we indicated as included in the Order (each a "Discrepancy"), the parties shall cooperate in investigating and resolving the Discrepancy. You agree to promptly, diligently and completely cooperate with us and/or your Carrier in the investigation of any Discrepancy. Such cooperation shall include, without limitation, actions or specific documents needed to be produced and if applicable, to subrogate legal and equitable rights to us, your Carrier, or their assigns.

THIS SERVICE DESCRIPTION HAS BEEN EXECUTED AS PROVIDED IN THE SCHEDULE OF SERVICES FORMING A PART OF THE MASTER AGREEMENT.