NIGHT DEPOSIT SERVICE TERMS AND CONDITIONS

Article 1
The Bank grants the Client the right to use its disposable bags by depositing funds therein in the manner prescribed by the Bank. The deposit bag(s) can only be used to deposit funds on the client's account. The disposable deposit bags should be deposited in a properly sealed condition when being used to prevent any mishaps.

Article 2
With the application and acceptance of these terms and conditions, the Client will be entitled to receive a set of 50 deposit bags, which can be used at the client's discretion. When the Client requires additional bags, these will be made available for purchase in batches of 50 bags, to be picked up at the Corporate area. Additional bags are requested through one of the following emails:

- Curaçao: cash.services@orcobank.com
- Sint Maarten: cash.servicesSXM@orcobank.com

Article 3
The Bank will automatically debit the current account(s) of the client, for the fees applicable to this service. The fees are subject to change at the Bank's discretion. All applicable fees can be found on our Fee Schedule (https://orcobank.com/About-Us/About-Us/Fees-Schedule).

Article 4
The Client hereby authorizes the Bank to open the bag and to handle the contents. In case the Bank has been authorized to open the bag and handle the contents, Client shall follow the below instructions:

- Enclose the Bank's deposit form, describing the contents of the disposable deposit bag.
- The copy of the Bank's deposit form shall be retained by the customer.
- One deposit form must be completed for each currency. A deposit bag may contain more than one currency; However, only one deposit per currency is permitted. If a bag contains more than one deposit of the same currency, a fee will be charged to the Client's account for each additional deposit of that currency.

Article 5
In case the contents of the bag do not match the amount mentioned in the deposit form(s) enclosed, the Bank will immediately inform the Client, of the full discharge of the Bank. The Bank is not liable for any difference therein. For additional information refer to the attached appendix.

Article 6
No relationship of debtor or creditor between the Bank and the client shall arise until the bag is opened and such funds if being cash items, are counted by the Bank and credited to the Client's portfolio/account.

Article 7
Deposit bag(s) received before 8 am daily will be processed and deposited within 2 business days on the current account of the client. The value date of the deposit bag(s) received after 8am daily (offsite locations) will be the on the third day after the bag was logged.

Article 8
An email containing your receipt and deposit form will only be sent if a discrepancy is identified in your deposit bag during processing by the Bank's employees. If there is a variance between the deposited (received) funds and what has been written on the Deposit form(s), the verified deposited funds, will be considered as the definitive and correct amount. Variances will always be verified and rectified by two bank employees. Based on the severity of the variance, the bank will execute one of the next actions:

- The client will be formally informed only by e-mail for the amounts below 499.99 (XCG, USD, EUR).
- The client will be formally informed by phone and e-mail for the amounts larger than 500.00 (XCG, USD EUR).

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Article 9
The client affirms and declares that the cash contained in the deposit bags to be submitted herewith is only derived from the source of funds explicitly outlined in the latest completed and duly signed Transaction Profile Report Form of the Entity. It is acknowledged that said Transaction Profile Report Form may undergo amendments periodically, and it is further acknowledged that the most recent dated version of the form that the Bank has on file shall be deemed authoritative for the purpose of this declaration.

Article 10
The Bank shall not be responsible for the following:

- Any loss sustained by the Client resulting from the Client's failure to securely seal the disposable bag.
- Failure of the Client to enclose the deposit form in the bag.
- Failure or the inability of the Client to seal the bag.
- Crediting of a wrong current account number due to interchanges of deposit bags belonging to different clients.
- Excessive purchasing of disposable bags that will not be used by clients, all sales are final and will not be reimbursed. Clients can either destroy the bags or bring them back to Orco Bank which will destroy them.

Article 11
In case a seizure is put at the Bank on the Client, the Bank shall not be obliged to place the contents of the deposit bag(s) at the disposal of the Client.

Article 12
The agreement goes into effect by completing a "Night Deposit Service Application Form" and may be cancelled by both parties at any time. At the termination of this service, the customer must complete a "Night Deposit Service Cancellation Form", immediately return the key(s), and the remaining disposable deposit bag(s) to the bank, as referred to in article 2.

Article 13
The bank shall not be held responsible nor accountable for any claims after 30 days from the date of deposit.

Article 14
Failure to adhere to these terms and conditions, and the "Deposit Bag Instructions", may result in one of the following penalties:

1. First Warning: Written warning will be sent to the client.
2. Second Warning: Written warning will be sent, and a **penalty fee** will be deducted from the client's account.
3. Third Warning and Subsequent Warnings: Additional penalty fees will be deducted from the client's account per each incident and/or may include termination of the Night Deposit Service.

Article 15
These terms and conditions are subject to the laws of Curaçao or Sint Maarten, as applicable, the General Terms and Conditions of the Bank, and the Deposit Bag Instructions, as they may be amended from time to time.