

GlobalLink User Terms and Conditions

Pursuant to this GlobalLink On-Line Services User Terms and Conditions (“Terms and Conditions”), you (hereinafter “you” or “Customer”) have elected to use the GlobalLink services, which include Global Trade and Foreign Exchange on-line Services (the “Services”) of one of the affiliate banks controlled by Fulton Financial Corporation (individually or collectively referred to as “Bank”). These Services are an Internet-based offering that enables Customers to execute global trade and foreign exchange transactions. All Terms and Conditions of the International Foreign Exchange Master Agreement, the Continuing Standby Letter of Credit Agreement and the Continuing Commercial Letter of Credit Agreement (the “Product Agreements”) previously signed by the Customer, including, without limitation, the provisions regarding Indemnification and Liability, govern the use of these Services and are incorporated herein by reference. Capitalized terms used herein shall have the meaning given to them in the Product Agreements unless expressly stated otherwise.

By agreeing to these Terms and Conditions, Customer understands and accepts the risks inherent in the use of the Internet for these Services. The Services may be periodically unavailable to Customer during its normal hours of operation in order to allow for maintenance, updates or other causes. Except as may otherwise be provided in the Product Agreements, the Bank is not responsible for any loss associated with the Customer's use of these Services. By electing to utilize these Services, Customer agrees to pay fees associated with the transactions under the Services as provided to Customer from time to time or upon request. In addition to these Terms and Conditions and those in the Product Agreements, Customer agrees to use the Services according to the provisions contained in the Bank’s User Manual (the “User Manual”). The User Manual contains certain information and instructions in connection with using these Services. By using these Services, you are agreeing to be bound by the User Manual as well as these Terms and Conditions.

The Bank may modify any or all of the Services at any time. Upon prior notice to Customer, which may include communication via the Services, the Bank may amend any provision of these Terms and Conditions, the Product Agreements, or the User Manual at any time, and Customer’s continued use of the Services after the date of any such amendment will constitute for all purposes Customer’s agreement and consent to such amendment.

Customer is responsible for using the Services within the parameters outlined in the User Manual. Customer shall designate one of its employees to be its administrator for use of the Services (the “System Administrator”) and any Authorized Users (“User”) by completing the GlobalLink Administrator and Authorized User Terms and Conditions. The System Administrator and User will have access to the Services and authority to use the Services on behalf of Customer, as provided in the User Manual. Once the System Administrator and Authorized User Terms and Conditions has been completed by the Customer and accepted by the Bank, the System Administrator and/or User will be provided with access to the Services. To obtain this access, the Bank will inform Customer of its initial password. It is Customer’s responsibility to control distribution of, or access to, the password and to ensure that the password is only used by the System Administrator and User. Any requests by Customer to remove, replace, or add System Administrator and User(s) shall be in writing and signed by authorized signing officers. Access to the online services is at the sole discretion of the Bank and the Bank may cancel and deactivate access for any reason, including termination of any of the Product Agreements.

Customer has authorized the System Administrator or User to execute any transactions and is responsible for all transactions initiated or authorized by that additional or new System Administrator or User using any Services. In addition, Customer must execute and deliver proper documentation authorizing this additional or new System Administrator or User to act for and on behalf of Customer, and Customer must provide such other documentation as may be requested by the Bank.

Customer will indemnify and hold harmless the Bank from and against all claims, losses and expenses incurred by the Bank arising out of, or in respect of, any claim that either of System Administrator, User or UnauthorizedUser was not authorized to execute transactions, or utilize the Services in any manner, on

Customer's behalf. This indemnity will survive the completion of any transaction or the termination of the Product Agreements.

Except as specifically set forth in these Terms and Conditions or any Product Agreement, in no event will Fulton Financial Corporation or the Bank be liable to Customer, under any theory of liability, for any damages, losses or expenses, including without limitation, direct or indirect, special, incidental, consequential or punitive damages, arising in connection with these Terms and Conditions, any Product Agreement, and/or any Global Trade and FX Transactions or, if Customer has elected to use Bank's on-line services, for the use or inability to use such services (including in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, loss of data, acts of God or otherwise), even if the Bank or its representatives are advised of the possibility of such damages, losses or expenses. In no event will the Bank's total liability for any and all damages and causes of action exceed the amount paid by Customer to the Bank under this Agreement.

The Bank may terminate these Terms and Conditions at any time without notice. Customer may terminate these Terms and Conditions by notifying the Bank in writing by mail, courier or fax as follows:

Fulton Financial Corporation
International Department
One Penn Square
Lancaster, PA 17601
Fax: 717-393-7986

Termination of these Terms and Conditions by either the Bank or Customer will not affect any transactions that were entered into prior to such termination, in respect of which this Terms and Conditions shall continue until all obligations under those transactions have been performed.

IN WITNESS WHEREOF, these Terms and Conditions has been agreed to by the duly authorized officers of the parties hereto and these Terms and Conditions supersedes any prior Terms and Conditions.