

This MashreqSafecash Agreement (Bi-Party) (the "Agreement") is entered into between:
Mashreqbank psc of P.O. Box 1250, Dubai, U.A.E. (hereinafter the "Bank")

AND

The Customer
having its address at

WHEREAS, the Customer has requested the Bank to provide a certain collection and delivery service, and the Bank has agreed to provide such service to the Customer.

NOW THEREFORE, THIS AGREEMENT WITNESSES AS FOLLOWS:

1. Definitions

Where the context so permits, the following expressions mean:

Authorized Representative	person or persons appointed by each of the Bank and the Customer as its representative(s).
Branch	a branch or branches of the Bank designated for the delivery of Cash and/or cash cheques or collection of Cash.
Business Day	a day on which the Bank is open for business in Dubai.
Cash	any cash, currency to be exchanged and/or coins to be delivered.
Cash Services	collection of Cash and/or cash cheques from a Location and delivery thereof to a Branch, and/or collection of Cash from a Branch and delivery thereof to a Location.
Container	any Services Provider bag used for the transportation of Cash and/or cash cheques.
Deposit Slips	the Bank's special cash deposit slips to be completed by the Customer.
Location	location or locations of the Customer for collection of Cash and/or cash cheques or delivery of Cash as stipulated in the Services Level Start-Up Form.
Official Receipt	the receipt issued by the Services Provider acknowledging collection and/or delivery of Cash and/or cash cheques.
Seal	a snap-on, plastic, metal or any other type of seal, with a unique serial number printed thereon, used to seal the Container.
Security Box	any Services Provider box used for the secure transportation of the Containers.
Services Level Start-Up Form	a form attached hereto containing the service-level requirement of the Customer.
Services Provider Authorized Manager	person or persons appointed by the Services Provider to act as its representative(s).
Services Provider	entity or entities appointed by the Bank to provide the Cash Services to the Customer.
Unverified Cash Count	the service-level requested by the Customer whereby the amount of Cash and/or cash cheques (both the amount and number thereof) to be collected from a Location and delivered to a Branch shall not be verified by the Services Provider.
Verified Cash Count	the service-level requested by the Customer whereby the amount of Cash and/or cash cheques (both the amount and number thereof) to be collected from a Location and delivered to a Branch shall be verified by the Services Provider before being placed in a Container.
Window Period	the one half-hour period prior to and after the stipulated time for collection or delivery of a Container.

2. Cash Services

- 2.1 Cash Services consist of the collection of Cash and/or cash cheques by the Services Provider in a Container from a Location and delivery thereof to a Branch and/or the collection of Cash by the Services Provider in a Container from a Branch and delivery thereof to a Location. If a cash cheque collected by the Services Provider from a Location and delivered to a Branch is invalid or does not clear for any reason whatsoever, the cash cheque will, unless otherwise agreed, be re-delivered to the Location.
- 2.2 Cash Services shall be provided as of the commencement date agreed in the Services Level Start-Up Form completed by the Customer. The commencement date will be agreed by the Bank and the Customer and upon the Services Provider giving its consent thereto.

- 2.3 The Customer may from time to time request a change in the service-level by submitting a new Services Level Start-Up Form. The new service-level will be provided as of the commencement date agreed by the Bank and the Customer and upon the Services Provider giving its consent thereto.

3. Rights and Obligations of the Customer

- 3.1 With the exception of the Services Provider Authorized Manager, the Customer shall not issue or give any instructions, whether written or oral, to any other employee of the Services Provider whether in relation to the provision of the Cash Services or otherwise.
- 3.2 The Customer shall identify whether it selects Verified Cash Count or Unverified Cash Count in the Services Level Start Up Form.
- 3.3 The Customer shall on all occasions provide the Bank with no less than twenty-four (24) hours prior notice in writing of its requirement for any additional or amended Services to be provided by the Services Provider. In the event that an emergency arises which prevents the Customer from providing such notice, the Customer may contact the Services Provider Authorized Manager and the Services Provider shall, subject to availability of resources, use its reasonable endeavours to provide the additional or amended Cash Services in the manner required by the Customer.
- 3.4 The Customer shall provide the Bank and the Services Provider with all reasonable assistance required for the efficient performance of the Cash Services.
- 3.5 The Authorized Representative of the Customer shall liaise directly with the Services Provider Authorized Manager or the Authorized Representative of the Bank with regard to the Cash Services.
- 3.6 The Customer undertakes:
- a. to only use Containers provided by the Services Provider for collection and delivery of Cash or cash cheques and to ensure that such Containers, together with the completed Deposit Slips, are placed in the Security Box by the Services Provider;
 - b. to use the Bank's Deposit Slips for all deposits;
 - c. upon each delivery of a Container, to confirm delivery thereof by signing the Official Receipt;
 - d. to count and deliver Cash and/or cash cheques to the Services Provider and to accurately complete the Official Receipt or to ensure that the Services Provider accurately completes and signs the Official Receipt and to retain a copy thereof;
 - e. to ensure that information contained on the Deposit Slip matches information contained on the Official Receipt;
 - f. in respect of cash cheques, upon the discovery of a mis-match in information contained on the Official Receipt and the amount of and/or number of cash cheques found in a Container collected from the Customer by the Services Provider, or upon the discovery of a discrepancy on the cash cheque(s) itself, that the Bank shall have the right to cancel the cash cheque(s) and return such to the Customer.
 - g. if the Customer selected Verified Cash Count and there is a mis-match in information contained on the Official Receipt and information contained on the Deposit Slip, provided the Seal of the Container has not been damaged or is not missing, that the Bank shall have the right to amend the Deposit Slip based on the information contained on the Official Receipt;
 - h. if the Customer selected Unverified Cash Count and there is a mis-match in information contained on the Official Receipt and information on the Deposit Slip, provided the Seal of the Container has not been damaged or is not missing, that the Bank shall have the right to amend the Deposit Slip based on the count of the Bank;
 - i. that the Bank shall, regardless of whether the Customer selected Verified Cash Count or Unverified Cash Count, upon the discovery of counterfeit notes collected from the Customer, by the Services Provider, have the right to credit the Customer's account(s) with an amount which excludes the amount of the counterfeit notes and amend the Deposit Slip accordingly, and shall have the right to, if the Customer's account(s) has already been credited, reverse any deposits made for the benefit of the Customer under this Agreement, equal to the amount of such counterfeit notes;
 - j. to identify an account in the Services Level Start-Up Form and to allow the Bank to credit and debit such account with the Bank as stipulated in the Services Level Start-Up Form in order to enable the Bank to credit cash, process cash cheques and to enable the Customer to effect payment of any amount payable to the Bank for the Cash Services rendered;
 - k. not to use the Cash Services for collection of any documents or materials other than Cash and cash cheques;
 - l. to take such security measures at its premises as the Services Provider and the Bank may reasonably request;
 - m. not to exceed the value limit of each individual Container as stipulated in the Services Level Start-Up Form;
 - n. to ensure that the Services Level Start-Up Form is completed properly;
 - o. to advise the Bank of its Authorized Representative and to inform the Bank of a change of its Authorized Representative and obtain the Bank's confirmation thereof;
 - p. that the Cash and/or cash cheques to be collected will be ready within ten (10) minutes of the Services Provider personnel's arrival within the Window Period of the agreed upon times;
 - q. that it will be ready to accept delivery of Cash to be delivered within ten (10) minutes of the Services Provider personnel's arrival within the Window Period of the agreed upon times;
 - r. to review the Official Receipt completed by the Services Provider for accuracy and completeness prior to receiving a copy thereof;

- s. to forward to the Bank an acknowledgement confirming a proposed change in the Authorized Representative of the Bank within two (2) Business Days after receipt thereof;
- t. that any disruption in the Cash Services due to the failure by the Customer to provide the Bank with the acknowledgement confirming the proposed change within two (2) Business Days of receipt thereof shall be the responsibility of the Customer;
- u. that the Cash and/or cash cheques (both the amount and number thereof) is counted in the presence of the Services Provider;
- v. that its Authorized Representative will be present when Cash and/or cash cheques to be collected by the Services Provider from the Customer is put in a Container(s) in the presence of the Services Provider;
- w. that it adopts methods to properly identify the Services Provider as the Bank may propose from time to time;
- x. to provide the Bank with such information as the Bank may require from time to time to give effect to this Agreement, and to cause all forms related to the Cash Service to be completed properly;
- y. to sort cash by denomination;
- z. that a change in the Services Level Start-Up Form will require the Form to be replaced by the parties thereto;
- aa. if the Customer has selected Unverified Cash Count, the count of the Bank will be final and binding on the Customer; and if the Customer has selected Verified Cash Count, the count of the Customer will be final and binding on the Bank; and
- ab. to amend the Deposit Slip appropriately if informed by the Services Provider that information contained on the Deposit Slip does not match information contained on the Official Receipt.

4. Rights and Obligations of the Bank

- 4.1 The Bank shall appoint the Services Provider and shall be responsible to ensure that the Services Provider complies with the terms and conditions of this Agreement.
- 4.2 The Bank shall be entitled to credit and debit the Customer's account(s) with the Bank as stipulated in the Services Level Start-Up Form.
- 4.3 The Bank shall advise the Customer of its Authorized Representative and of a change of its Authorized Representative and obtain the Customer's confirmation thereof.
- 4.4 The Bank shall inform the Customer of the Services Provider Authorized Manager and personnel and of a change of the Services Provider Authorized Manager and personnel and obtain the Customer's confirmation thereof.
- 4.5 The Bank shall forward to the Customer an acknowledgement confirming a proposed change in the Authorized Representative of the Customer within two (2) Business Days after receipt thereof and any disruption of the Cash Services due to the failure by the Bank to provide the Customer with the acknowledgment confirming the proposed change within two (2) Business Days after receipt thereof shall be the responsibility of the Bank.
- 4.6 The Bank shall count the amount of all Cash and/or cash cheques in the presence of at least two Authorized Representatives of the Bank.
- 4.7 The Bank shall advise the Services Provider to inform and explain to the Customer the procedures for providing the Cash Services.
- 4.8 The Bank shall in respect of cash cheques, upon the discovery of a mis-match in information contained on the Official Receipt and the amount of and/or number of cash cheques found in a Container collected from the Customer by the Services Provider, or upon the discovery of a discrepancy on the cash cheque(s) itself, have the right to cancel the cash cheque(s) and return such to the Customer.
- 4.9 The Bank shall, if the Customer selected Verified Cash Count and there is a mis-match in information contained on the Official Receipt and information contained on the Deposit Slip, provided the Seal of the Container has not been damaged or is not missing, have the right to amend the Deposit Slip based on the information contained on the Official Receipt.
- 4.10 The Bank shall, if the Customer selected Unverified Cash Count and there is a mis-match in information contained on the Official Receipt and information contained on the Deposit Slip, provided the Seal of the Container has not been damaged or is not missing, have the right to amend the Deposit Slip based on the count of the Bank.
- 4.11 The Bank shall, regardless of whether the Customer selected Verified Cash Count or Unverified Cash Count, upon the discovery of counterfeit notes collected from the Customer, by the Services Provider, have the right to credit the Customer's account(s) with an amount which excludes the amount of the counterfeit notes and amend the Deposit Slip accordingly, and shall have the right to, if the Customer's account(s) has already been credited, reverse any deposits made for the benefit of the Customer under this Agreement, equal to the amount of such counterfeit notes.

5. Discrepancy, Loss or Damage

- 5.1 The Bank shall be responsible to the Customer for any cash discrepancy in the Cash and/or cash cheques collected from the Customer and delivered to a Branch if the Customer selected Verified Cash Count, for any cash discrepancy in the Cash collected from a Branch and delivered to a Customer if the Customer selected Verified Cash Count, or, notwithstanding whether the Container(s) was collected from a Branch or a Location, if the Customer has selected Unverified Cash Count and there is a cash discrepancy and the Seal of the Container has been damaged or is missing, or the Services Provider fails to deliver a Container.
- 5.2 The Bank's responsibility for Cash collected from a Branch for delivery to a Customer shall terminate if the Authorized Representative of the Customer does not protest within one (1) Business Day after the delivery thereof to the Customer and its responsibility for Cash and/or cash cheques collected from the Customer for delivery to a Branch shall terminate if the Authorized Representative of the Customer does not protest within one (1) Business Day after the delivery thereof to the Branch.

- 5.3 The Customer agrees that neither the Bank nor its or the Services Provider's insurer shall be under any obligation to compensate the Customer for any cash discrepancy, loss or damage suffered if the Authorized Representative of the Customer refuses and/or fails to deliver any information and/or documentation related to such cash discrepancy, loss or damage suffered which is within its control within four (4) Business Days of a written request by the Bank and/or its or the Services Provider's insurer to deliver such information and/or documentation.
- 5.4 The Customer shall not accept delivery of any Container without a printed serial number and/or a Seal or with a damaged or missing Seal, and/or a damaged Container without first advising the Authorized Representative of the Bank.
- 5.5 The Bank will not be liable or responsible for any loss, damage, costs or expenses or liabilities suffered by the Customer in connection with any failure arising from an act or omission of the Customer.
- 5.6 In no event shall the Bank be liable to the Customer for any indirect, special or consequential damages.

6. General

- 6.1 Notwithstanding any claim arising against any party under this Agreement, the parties undertake to continue to honour all their obligations under this Agreement whilst any such claim is being processed.
- 6.2 The parties shall complete the Services Level Start-Up Form prior to the commencement of this Agreement, thereby designating their Authorised Representatives and their contact details.
- 6.3 This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Termination of this Agreement will not affect the accrued rights of the parties.
- 6.4 This Agreement may be terminated by either party upon the occurrence of any of the following events:
 - a. a material breach by any party (the "Defaulting Party") where the Defaulting Party has failed to remedy such breach within thirty (30) days of receipt of a written notice from a non-defaulting party, specifying the nature of the breach and requiring the same to be remedied; or
 - b. any party becoming insolvent by being unable to pay its debts as they fall due or being adjudged bankrupt, insolvent or ceasing to carry on business or having a receiver or administrator appointed in relation to the whole or any part of its assets.
- 6.5 Neither party may assign or transfer all or any of its rights or obligations under this Agreement without the other's prior written consent.
- 6.6 Any notice required to be given under this Agreement shall be in writing and deemed to have been served if personally delivered, facsimiled or mailed to the others' address as the parties may notify from time to time.
- 6.7 If at any time one or more (or any part of any one or more) of the provisions of this Agreement is or becomes(s) invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions (or any remaining part of such provision or provisions) shall not in any way be affected or impaired thereby.
- 6.8 Neither party will be liable to the other for any delay or failure in performing its obligations under this Agreement, caused by factors outside its reasonable control including without limitation any Act of God, act of government or regulatory authority, war, fire, flood, explosion, terrorism, riot or civil commotion.
- 6.9 Schedules and Forms to this Agreement shall form an integral part of this Agreement and may be amended by the mutual written agreement of the parties from time to time.
- 6.10 Any amendment to a Schedule or Form will require such to be substituted completely and duly signed by the parties.
- 6.11 This Agreement shall be governed by and construed pursuant to the laws of the United Arab Emirates. The courts of the Emirate of Dubai shall have jurisdiction over any disputes arising under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on this day of 200 ..

Signed and stamped on behalf of the Customer by:

Name	Name
Designation	Designation
Signature	Signature

Signed and stamped on behalf of Mashreqbank psc, Dubai by:

Name	Name
Designation	Designation
Signature	Signature