

This MashreqSafedoc Agreement (this "Agreement") is made and entered into between:  
Mashreqbank psc 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 certain collection and delivery services and the Bank has agreed to provide such services to the Customer.

NOW, THEREFORE, THIS AGREEMENT WITNESSES AS FOLLOWS:

## 1. Definitions

Where the context so permits, the following expressions mean:

<b>Consignment Note</b>	consignment note to be completed for the collection and delivery of documents under this Service.
<b>Designated Branch</b>	a branch or branches of the Bank, designated for collection or delivery of documents.
<b>Locations</b>	a location or locations designated by the Customer for collection or delivery of documents as stipulated in the Services Level Start-Up Form.
<b>Services</b>	collectively refers to all the collection and delivery services, or individually to a collection or delivery service.
<b>Service Area</b>	area(s) where the Services Provider provides a standard collection and delivery service.
<b>Service Day</b>	a day selected by the Customer for the performance of the Services, which is not a Friday or holiday in Dubai.
<b>Services Provider</b>	entity or entities appointed by the Bank to provide the Services to the Customer.
<b>Services Level Start-Up Form</b>	a form attached hereto containing information regarding Services selected by the Customer and such other information as reflected therein.

## 2. Services

- 2.1 The Bank will appoint the Services Provider to provide the Services requested by the Customer on the terms and conditions stated in this Agreement.
- 2.2 The Services consist of the collection of documents by the Services Provider on a Service Day from a Location and delivery thereof to a Designated Branch, and/or the collection of documents by the Services Provider on a Service Day from a Designated Branch and delivery thereof to a Location. Services to be provided to and from a non-Service Area shall be provided on a best effort basis
- 2.3 The Services shall be provided as of the commencement date agreed in the Services Level Start-Up Form which Form will form an integral part of this Agreement as of its signature by the Bank and the Customer and upon the Services Provider giving its consent.
- 2.4 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 in the new Services Level Start-Up Form. The new Services Level Start-Up Form will be effective as of the date of its signature by the Bank and the Customer and upon the Services Provider giving its consent.
- 2.5 Documents collected shall be delivered within the time frames advised by the Bank and/or as agreed upon from time to time.
- 2.6 A Consignment Note shall for each collection and/or delivery, be completed properly by the Customer at the Location where the documents are collected or to whom the documents are delivered.

- 2.7 If there are no documents to be collected at a Location on any Service Day, a Consignment Note for nil delivery shall be completed appropriately by the Customer.
- 2.8 The Customer will complete the Services Level Start-Up Form to the satisfaction of the Bank prior to the commencement of the Services.
- 2.9 The Customer shall, if requested by the Bank, use the special tamper-proof bags equipped with security seals, provided by the Bank for the safe transportation of the documents. The Bank reserves the right to refuse to accept bags transported which are not the special tamper-proof bags of the Bank.
- 2.10 The Customer shall, after having placed the documents in the tamper proof bag, seal the tamper proof bag with the security seal in the presence of the Services Provider.
- 2.11 The Customer shall at least three (3) business days prior to running out of either the special tamper proof bags and/or the security seals, notify the Bank of its requirement for additional tamper proof bags and/or security seals.

### 3. Rights and Obligations

- 3.1 The Customer undertakes:
  - (a) in respect of all issues related to this Agreement, to only liaise with the authorized personnel advised by the Bank
  - (b) to name its own authorized personnel in the Services Level Start-Up Form
  - (c) that the documents to be collected will be ready at the times stipulated in the Services Level Start-Up Form and that the Services Provider shall not be kept waiting for longer than five (5) minutes
  - (d) to provide the Bank and/or the Services Provider with all reasonable assistance required for the efficient performance of the Services by the Services Provider
  - (e) to use the deposit slips advised by the Bank for the Services
  - (f) that it shall comply with all regulations or procedures of the Bank affecting the security of documents as shall be given by the Bank from time to time, in addition to its obligation to adopt and maintain all identified and applicable security methods
  - (g) not to use the Services for the collection and/or delivery of any cash amount and/or cash cheques
  - (h) to ensure that there is no unauthorized or improper use of the Services and that it shall be responsible for any loss from such improper use, and
  - (i) not to accept delivery of any tamper proof bag with a broken security seal or with a damaged or missing security seal, and/or a torn tamper proof bag without first advising the authorized personnel of the Bank.
- 3.2 The Bank undertakes to:
  - (a) ensure that the Services Provider takes every reasonable step to protect the Customer's documents whilst the same are in its care or custody, and
  - (b) inform the Customer of any change in the status of the Services Provider.
- 3.3 The Bank and/or if instructed by the Bank, the Services Provider, shall inform the Customer of the procedures for the performance of the Services prior to the commencement date agreed in the Services Level Start-Up Form.
- 3.4 The price for providing the Services shall be as agreed upon by the Bank and the Customer from time to time.
- 3.5 The Bank shall be entitled to debit the Customer's accounts with the Bank as stipulated in the Services Level Start-Up Form in order to effect payment of any amount due and payable by the Customer to the Bank for Services rendered under this Agreement. If requested by the Bank, a credit account of the Customer shall also be identified in the Services Level Start-Up Form in order to credit proceeds of the cheques collected under this Agreement.
- 3.6 The Bank will, in the case of loss of documents by the Services Provider, indemnify the Customer as appropriate up to the maximum standard liability stated over-leaf on the Consignment Note.
- 3.7 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, or any delay by the Customer to deliver the documents to the Services Provider within the agreed upon times.
- 3.8 In no event shall the Bank be liable to the Customer for any indirect, special or consequential damages.

#### 4. General

- 4.1 This Agreement may be terminated by either party upon thirty (30) days written notice to the other party, save that the Bank may terminate this Agreement forthwith by immediate written notice to the Customer in the event of breach of this Agreement or any of its conditions by the Customer.
- 4.2 Neither party may assign or transfer all or any of its rights or obligations under this Agreement without the other's prior written consent.
- 4.3 Any notice required to be given under this Agreement shall be in writing and deemed to have been served if personally delivered, facsimiles or mailed to the other's address as the party may notify from time to time.
- 4.4 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.
- 4.5 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.
- 4.6 Schedules and Forms shall form an integral part of this Agreement and may be amended by the parties from time to time.
- 4.7 Any amendment to a Schedule or Form will require such to be substituted completely and duly signed by both parties.
- 4.8 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 .....