

CBDiCash Customer Agreement

The CBDiCash Customer Agreement (hereinafter referred as the "Agreement") is made on ___/___/20___ entered into between Commercial Bank of Dubai. (hereinafter referred to as the "Bank") and:

The Customer: _____

Having its address: _____

(hereinafter referred to as the "Customer") in connection with the pick-up and delivery of cash and cheques from the Customer's premises (hereinafter referred to as the "Service").

1. Definition

In this agreement the following words shall, unless the context otherwise requires, have the following meanings:

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| Authorized Representative: | persons/representative appointed by each party i.e. the Bank and Customer to act on their behalf. |
| Service Provider : | an agent appointed by the Bank for collection / delivery of cash/cheques from the Customer. |
| Container: | the Service Provider supplied bag used for transporting cash and/or cheques. |
| Security Box: | The box in which the container holding the cash is placed during transport. |
| Deposit Slips: | the Bank's cash deposit slips to be filled by the Customer. |
| Official Receipt: | receipt issued by the Service Provider acknowledging collection / delivery of cash / cheques. |
| Seal: | plastic. metal or any other type of seal. with a unique serial number printed thereon used to seal the Container. |
| Service Activation Form: | an application form attached hereto stating the service required by the Customer. |
| (CMC) Collection Management Center: | a secure Service Provider site where all cash collected from the Customer by the Service Provider is delivered and processed and from where all cash coins are delivered to a Customer Location. |
| Location: | a location or locations designated by the Customer for collection or delivery of cash as stipulated in the Service Activation Form. |
| Unverified cash account: | The amount of cash and/or cheques that will be collected from a location and delivered to a collection management center but shall not be verified by the service provider. |
| Verified cash account: | The amount of cash and/or cheques thereon to be collected from a location and delivered to a CMC, which shall be verified by the service provider before being placed in a container. |

2. The service

- 2.1 Services consist of collection and delivery of cash and/or cheques by the service provider in a container from a location and delivery thereof to a CMC and/or the collection of cash by the service provider in a container from CMC and delivery thereon to a location.
- 2.2 Bank's authorized representative shall be any employee or agent of the bank duly authorized by the bank in this regard from time to time, and as communicated to the customer via letter detailing the name and photograph of the employee.
- 2.3 The service provider will pick-up cash and/or cheques from the customer's premises in accordance with the customer agreement and give a receipt in the form specified by the bank for this service.
- 2.4 The service provider will deliver cash and/or cheques to the customer's representative at the customer's premises in accordance with the customer agreement and obtain a signature of such delivery from the customer's representative.
- 2.5 The customer will ensure that the cash is sorted by denomination and properly bundled. All cash collected from the customer will be deposited into the customer's account with the bank on the value date mentioned in the customer agreement. Cheques will be credited to the customer's account with the bank only upon realization of funds.
- 2.6 The bank will be responsible for loss of cash delivered by the customer to the service provider only if the service has signed and stamped a receipt for the cash in the specified form of the bank, delivered it to the customer and taken possession of the cash. The bank's responsibility for loss of cheques picked-up from the customer will be limited to the charges for the service relating to such pick-up.
- 2.7 Provided in all cases, the liability of the bank to the customer for loss of cash in a single pick-up or delivery will be limited to maximum of AED 5,000,000 (UAE Dirham Five Million Only) or equivalent in other currency.
- 2.8 The bank shall not be liable to the customer or any other party in any way for any delay in performance or for the non-performance of any provision in any service agreement to the extent that such delay or non-performance is directly or indirectly caused by an event or a series of events beyond the control of the bank including, without limitation, acts of God and events such as fire, casualty, accident, riot, strike or any similar event.

3. Customer's information, instructions & obligations

- 3.1 The customer shall insure that the information provided to the bank is complete, accurate and up-to-date.
- 3.2 The authorized representative of the customer shall liaise directly with the service provider or the authorized representative of the bank with regard to the cash service.
- 3.3 The customer undertakes to only use the container provided by the service provider for collection and delivery of cash or cheques and to ensure that such containers, together with the completed deposit slip, are placed in the security box by the service provider and use the bank's deposit slips for all deposits.
- 3.4 The customer agrees upon each delivery of a container, to confirm delivery thereof by signing the official receipt and to count and deliver cash and/or cheques to the service provider and to accurately complete the official receipt or to ensure that the service provider has done the same.

- 3.5** The Customer should ensure that the information contained on the Deposit Slip matches the information mentioned on the Official Receipt. In respect of cheques, upon discovery of a mismatch in the information contained on the Official Receipt and the amount of and/or number of cheques found in a Container collected from the Customer by the Service Provider, or upon the discovery of a discrepancy on the cheques itself, that the Bank shall have the right to cancel the cheques and return such to the Customer.
If the Customer selected Verified Cash Count and there is a mismatch 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, then the Bank shall have the right to amend the Deposit Slip based on the information contained in the Official Receipt;
- 3.6** The Customer agrees upon selecting the Unverified Cash Count and there is a mismatch 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, the Bank shall have the right to amend the Deposit Slip based on the count of the Service Provider.
- 3.7** 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 Service Provider, shall 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 reverse any deposits which has already been credited in his account equal to the amount of such counterfeit notes:
- 3.8** The Customer agrees that he must make any claim for cash discrepancy immediately upon receipt of the cash from the Bank's Representative failing which the Customer shall have no right to make any claim. For collection of cash, in the event of any difference in the count of the Customer and the Bank, the count of the Bank will be final and binding.
- 3.9** The Customer agrees not to use the cash service for collection of any documents or materials other than cash and cheques and not to exceed the value limit of each individual Container as stipulated in the Service Activation Form.
- 3.10** The Customer agrees to advise the Bank of his Authorized Representative and to inform the Bank in case of any changes in his Authorized Representative in order to obtain the Bank's confirmation.
- 3.11** The Customer agrees that the Customer's Authorized Representative will be present at the Customer's premises during the time periods stated for pick-up and delivery in the Service Activation Form. If the Customer's Representative is not present or available in the Customer's premises and the Bank's Representative arrives for the pick-up or delivery of cash and/or cheques in accordance with the Service Activation Form, the Bank's Representative will not be obliged to wait for the Customer's Representative. In such event the Customer will be obliged to pay for the Service as if the pick-up or delivery had occurred.
- 3.12** The Customer agrees that in the event the Service is not available and the Customer wishes to stop payments to the Bank, the Customer shall notify the Customer's branch of account and complete any written documentation reasonably requested by the Bank in order to stop such service.

4. Charges and Fees

- 4.1** The Customer agrees to pay fees and charges applicable to the provisions of the Service set out in its pricing schedule. The Bank may amend any such schedule or schedules from time to time by sending notice in the form of a revised pricing schedule to the Customer pursuant to the provisions of this Agreement dealing with notifications and amendments and such provisions shall apply to

the amendments reflected in such revised pricing schedule. Upon acceptance or deemed acceptance of such amendments, the said revised pricing schedule shall form part of this Agreement.

- 4.2** The Customer hereby agrees to authorize the Bank, to charge the applicable account of the Customer (In the event there are insufficient funds in the applicable account, any account of the Customer held by any branch belonging to the Bank) with any amounts due and owing by the Customer to the Bank, including, without limitation, any charge, fee or other amount that the Customer has agreed to pay to the Bank pursuant to any Service Agreement.

5. Amendments and Termination

- 5.1** The service will be provided by the bank to the customer from the date agreed between them until the service is terminated in accordance with this clause. The customer or the bank may, by giving one month's prior written notice to the other party, terminate the service.
- 5.2** The service may be terminated with immediate effect if either party becomes insolvent or ceases to carry on its normal business. The bank may also suspend the service for temporary periods not exceeding one week, by giving written notice to the customer.

6. Governing Law

This agreement shall be governed by and constructed by the law of the United Arab Emirates. The courts of the emirates of Dubai shall have the jurisdiction over any disputes arising under this agreement.

In witness whereof the parties have signed this agreement on the date mentioned above.

Bank signature and stamp

Customer signature and stamp