

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

AND

Group 4 Securitas Emirates LLC of Al Khuberiah Tower, Mezzanine Floor, P.O. Box 3189, Khalidiya, Abu Dhabi, United Arab Emirates (hereinafter referred to as "Group 4")

AND

The Customer

having its address at

WHEREAS, the Customer has requested the Bank to provide it with a certain collection and delivery service and the Bank has agreed to provide such service to the Customer through Group 4.

NOW THEREFORE, THIS AGREEMENT WITNESSES AS FOLLOWS:

1. Definitions

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 Group 4 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.
Group 4 Authorized Manager	person or persons appointed by Group 4 to act as its representative(s) under this Agreement as listed in the Services Level Start-Up Form.
Group 4 Crew	person or persons appointed from time to time by Group 4 to perform the Cash Services under this Agreement as stipulated in Schedule 4, which Schedule 4 shall bear a unique reference number on each page thereof.
Group 4 Possession	period of time commencing with the collection of a Container (as specified on the Official Receipt) and ending with its delivery by the Group 4 Crew (as evidenced by the acknowledgement on the Official Receipt).
Location	location or locations of a Customer for collection of Cash and/or cash cheques or delivery of Cash as stipulated in the Services Level Start-Up Form.
Master MashreqSafecash Agreement	the Agreement between the Bank and Group 4 whereby the Bank has requested Group 4 to provide the Cash Services as defined in the Master MashreqSafecash Agreement and Group 4 has agreed to provide such Cash Services to the Bank and its Customers.
Official Receipt	the receipt issued by Group 4 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 Group 4 box used for the secure transportation of the Containers.
Services Level Start-Up Form	the form attached hereto which contains the service-level requirement of 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 Group 4.
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 Group 4 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 consists of the collection of Cash and/or cash cheques by Group 4 in a Container from a Location and delivery thereof to a Branch and/or the collection of Cash by Group 4 in a Container from a Branch and delivery thereof to a Location. If a cash cheque collected by Group 4 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 by Group 4 as of the commencement date agreed in the Services Level Start-Up Form which Form will be an integral part of this Agreement as of its signature by the parties hereto.
- 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 completed by the Customer. The new service-level will be provided by Group 4 as of the commencement date agreed by the Bank, the Customer and Group 4 in the new Services-Level Start-Up Form.

3. Rights and Obligations of Group 4

- 3.1 Group 4 undertakes:
- a. to provide the Cash Services agreed in the Services Level Start-Up Form to the Customer;
 - b. not to permit any change in the Cash Services without the prior written agreement of the Bank and the Customer;
 - c. to inform the Customer of the procedures for the performance of the Cash Services and to ensure that the Customer complies with these procedures;
 - d. to obtain for each delivery to a Customer, the signature of the Authorized Representative of the Customer;
 - e. to count Cash collected from a Customer if the Customer has selected Verified Cash Count and to ensure that the Official Receipt has been accurately and properly completed by the Authorized Representative of the Customer or Group 4 Crew and reviewed and signed-off by Group 4 Crew and that information contained on the Deposit Slip matches information contained on the Official Receipt;
 - f. to count the amount of the cash cheques (both the number and the amount thereof) collected from a Customer and to ensure that the Official Receipt has been accurately and properly completed by the Authorized Representative of the Customer or Group 4 Crew and reviewed and signed-off by Group 4 Crew;
 - g. to count Cash collected from the Branch and/or to count the amount of the cash cheques (both the number and the amount thereof) collected from the Branch and to ensure that the Official Receipt has been accurately and properly completed by the Authorized Representative of the Branch or Group 4 Crew and reviewed and signed-off by Group 4 Crew; and
 - h. to provide the Customer with a copy of Schedule 4 upon the signing of this Agreement with a copy of this communication to be sent to the Bank, citing the name of the Customer, the name of the Schedule and the unique reference number thereof.
- 3.2 Group 4 shall ensure that:
- a. the Cash to be collected by Group 4 from the Branch is put in a Container(s) which is equipped with a Seal, which Container(s) is then placed in a Security Box by Group 4 Crew in the presence of an Authorized Representative of the Branch;
 - b. the Cash and/or cash cheques to be collected by Group 4 from the Customer, together with the properly completed Deposit Slips, is put in a Container(s) which is equipped with a Seal, which Container(s) is then placed in a Security Box by Group 4 Crew in the presence of the Authorized Representative of the Customer;
 - c. the Cash and cash cheques collected from a Branch or Location shall be placed in separate Containers;
 - d. it shall to the extent possible, maintain continuity of the Cash Services by the same Group 4 Crew;
 - e. the insurance limit per Container and/or for each Security Box is not violated by either the Bank or the Customer;
 - f. prior to the commencement date agreed in the Services Level Start-Up Form, it will fully brief the Authorized Representative of the Customer of the modalities and process for providing the Cash Services;
 - g. (i) it shall inform the Bank at the earliest possible opportunity of any proposed change of its Group 4 Authorized Manager by submitting a revised Schedule 3 under the Master MashreqSafecash Agreement bearing a new unique reference number on each page thereof. This change must be confirmed and acknowledged by the Bank;
(ii) an identical copy of Schedule 3 under the Master MashreqSafecash Agreement must be in addition be provided to the Customer. The above proposed change must also be confirmed and acknowledged by the Customer and a new Services Level Start-Up Form must be signed by the Bank, the Customer and Group 4 to incorporate and to evidence the change;
 - h. (i) it shall inform the Bank at the earliest possible opportunity of any proposed change of its Group 4 Crew by submitting a revised Schedule 4 under the Master MashreqSafecash Agreement bearing a new unique reference number on each page thereof. This change must be confirmed and acknowledged by the Bank;
(ii) an identical copy of Schedule 4 under the Master MashreqSafecash Agreement must in addition be provided to the Customer. The above proposed change must also be confirmed and acknowledged by the Customer;
 - i. it shall not, prior to receiving the acknowledgement confirming the proposed change, provide the Cash Services through the changed Group 4 Crew and/or Group 4 Authorized Manager;
 - j. upon receipt of a proposed change of the Authorized Representative of the Bank and/or the Authorized Representative of the Customer, to confirm and acknowledge such change within two (2) Business Days of receipt thereof and to provide the other party with a copy of such acknowledgment; and
 - k. it shall inform the Customer to properly amend the Deposit Slip if information contained on the Deposit Slip does not match that contained on the Official Receipt.
- 3.3 All Group 4 Crew must carry identity cards issued by the Group 4 Authorized Manager and shall in order to identify themselves, present such cards to the Authorized Representative of the Bank and the Authorized Representative of the Customer.
- 3.4 If there is no Cash and/or cash cheques to be collected at a Location on any Business Day, Group 4 Crew shall note a "No Collection" on the Collection and Delivery Report and obtain the signature of the Authorized Representative of the Customer on the Official Receipt or any other document. A "No Collection" shall be charged at the normal collection rates unless the Authorized Representative of the Customer gives one (1) Business Day prior written notice to the Bank and Group 4 that the Cash Service(s) is not required.
- 3.5 If Group 4 for any reason breaches any term or condition of an insurance policy and/or fails to act in any manner which through such act or failure to act invalidates the insurance claim, Group 4 shall be liable to the Customer and/or the Bank for any loss or damage suffered as a result thereof.

4. Rights and Obligations of the Bank

- 4.1 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.
- 4.2 The Bank undertakes:
- a. to receive and count the amount of all Cash and/or cash cheques in the presence of at least two Authorized Representatives of the Bank;
 - b. to count and deliver Cash to Group 4 Crew and to obtain an Official Receipt for such delivery;
 - c. to advise the Customer and Group 4 of a change of its Authorized Representative and to obtain their confirmation thereof;
 - d. to promptly pay to Group 4 the charges agreed between them for the provision of the Cash Services upon receipt of an invoice;
 - e. that Cash to be collected from the Bank will be ready within ten (10) minutes of Group 4 Crew's arrival within the Window Period of the agreed upon times;
 - f. that it will be ready to accept delivery of Cash and/or cash cheques to be delivered within ten (10) minutes of Group 4 Crew's arrival within the Window Period of the agreed upon times;
 - g. to forward to Group 4 an acknowledgement confirming a proposed change in Group 4 Crew and/or the Group 4 Authorized Manager within two (2) Business Days after receipt thereof and to provide the Customer with a copy of such acknowledgement;
 - h. to 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 to provide Group 4 with a copy of such acknowledgement;
 - i. that any disruption of the Cash Services due to the failure by the Bank to provide Group 4 and/or the Customer as applicable with the acknowledgement confirming the proposed change within two (2) Business Days of receipt thereof shall be the responsibility of the Bank; and
 - j. not to exceed the value limit for each individual Container as stipulated in Schedule 9 of the Master MashreqSafecash Agreement.
- 4.3 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 Group 4, 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.
- 4.4 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.

- 4.5 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.
- 4.6 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 Group 4, 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. Rights and Obligations of the Customer

- 5.1 With the exception of the Group 4 Authorized Manager, the Customer shall not issue or give any instructions, whether written or oral, to any other employee of Group 4 whether in relation to the provision of the Cash Services or otherwise.
- 5.2 The Customer shall identify whether it selects Verified Cash Count or Unverified Cash Count in the Services Level Start-Up Form.
- 5.3 The Customer shall on all occasions provide the Bank with no less than twenty-four (24) hours notice in writing of its requirement for any additional or amended Cash Services to be provided by Group 4. In the event that an emergency arises which prevents the Customer from providing such notice, the Customer may contact the Group 4 Authorized Manager and Group 4 shall, subject to availability of resources, use its reasonable endeavours to provide the additional or the amended Cash Services in the manner required by the Customer.
- 5.4 The Customer shall provide Group 4 with all reasonable assistance required for the efficient performance by Group 4 of its obligations under this Agreement.
- 5.5 The Authorized Representative of the Customer shall liaise directly with the Group 4 Authorized Manager or the Authorized Representative of the Bank with regard to the Cash Services.
- 5.6 The Customer undertakes:
- a. to only use the Containers provided by Group 4 for the collection and delivery of Cash or cash cheques and to ensure that such Containers, together with the properly completed Deposit Slips are placed in the Security Box by Group 4 Crew;
 - 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 Group 4 Crew and to accurately complete the Official Receipt or to ensure that Group 4 Crew accurately complete and sign 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 Group 4, 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 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 Group 4, 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 Cash Services rendered;
 - k. to take such security measures at its premises as Group 4 or the Bank may reasonably request;
 - l. not to use the Cash Services for collection of any documents other than Cash and cash cheques;
 - 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 and Group 4 of its Authorized Representative and to inform the Bank and Group 4 of a change of its Authorized Representative and to obtain their confirmation thereof;
 - p. that the Cash and/or cash cheques to be collected will be ready within ten (10) minutes of Group 4 Crew'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 Group 4 Crew's arrival within the Window Period of the agreed upon times;
 - r. to review the Official Receipt completed by Group 4 Crew for accuracy and completeness prior to receiving a copy thereof;
 - s. to forward to Group 4 an acknowledgement confirming a proposed change in Group 4 Crew and/or the Group 4 Authorized Manager within two (2) Business Days after receipt thereof and to provide the Bank with a copy of such acknowledgment;
 - t. to forward to the Bank an acknowledgment confirming a proposed change in the Authorized Representative of the Bank within two (2) Business Days after receipt thereof and to provide Group 4 with a copy of such acknowledgment;
 - u. that any disruption of the Cash Services due to the failure by the Customer to provide Group 4 and/or the Bank as applicable with the acknowledgement confirming the proposed change within two (2) Business Days of receipt thereof shall be the responsibility of the Customer;
 - v. to sort cash by denomination;
 - w. that a change in the Services Level Start-Up Form will require the Form to be replaced by the parties thereto;
 - x. 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 Group 4; and
 - y. to amend the Deposit Slip appropriately if informed by Group 4 Crew that information contained on the Deposit Slip does not match information contained on the Official Receipt.

6. Discrepancy, Loss or Damage

- 6.1 Group 4 shall for each Cash collection from a Branch, issue an Official Receipt and ensure that it is properly completed by the Authorised Representative of the Branch or Group 4 Crew and that Group 4 Crew sign the Official Receipt.
- 6.2 Group 4 shall for each Cash and/or cash cheque collection from a Location, issue an Official Receipt and ensure that it is properly completed by the Authorized Representative of the Customer or Group 4 Crew and that Group 4 Crew sign the Official Receipt.
- 6.3 Group 4 shall be responsible for the contents of Containers during Group 4 Possession.
- 6.4 Group 4 shall be responsible to the Customer and/or the Bank for any cash discrepancy in the Cash and/or cash cheques collected from a 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, or, notwithstanding whether the Container(s) was collected from a Branch or a Location, if there is a cash discrepancy and the Seal of the Container has been damaged or is missing, or Group 4 fails to deliver a Container.

- 6.5 Group 4'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 two (2) Business Days 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 Bank does not protest within two (2) Business Days after the delivery thereof to the Branch.
- 6.6 The Customer agrees that neither Group 4 nor its insurers 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 five (5) Business Days of a written request by Group 4 or its insurers to deliver such information and/or documentation.
- 6.7 The Bank agrees, subject to its obligation of confidentiality to its Customer, to provide to Group 4 and its insurers all information and/or documentation within its control and requested by Group 4 and its insurers to assist them with a claim for any cash discrepancy, loss or damage suffered by the Customer.
- 6.8 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 and the Group 4 Authorized Manager.
- 6.9 In no event shall Group 4 be liable to the Customer for any indirect, special or consequential damages.
- 6.10 The Customer and Group 4 acknowledge that the Bank will not be liable or responsible for any loss, damage, cost, expense or liability suffered by the Customer or Group 4 including without limitation for damages (including loss of interest) suffered by the Customer in connection with any act or failure to act of Group 4, or as the case may be, the Customer. Furthermore, the Bank shall not be liable for any special, indirect or consequential damages to the Customer or Group 4.
- 6.11 The Bank's liability to the Customer will be limited to the extent, if any, of any payment by the Customer for the Cash Services.
- 6.12 If the Customer has selected Unverified Cash Count the count of the Bank will be final and binding on the Customer, unless the Seal of the Container has been damaged or is missing or Group 4 fails to deliver a Container, or there is a discrepancy between the information contained on the Official Receipt and the Container being delivered, in which case the count of the Customer will be final and binding on Group 4.

7. General

- 7.1 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.
- 7.2 The Bank and the Customer shall designate in the Services Level Start-Up Form their Authorised Representatives and Group 4, its Authorized Manager with their contact details which will liaise with one another in respect of all issues related to this Agreement.
- 7.3 This Agreement may be terminated by any party upon thirty (30) days written notice to the others. Termination of this Agreement will not affect the accrued rights of the parties.
- 7.4 This Agreement may be terminated by any 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.
- 7.5 No party may assign or transfer all or any of its rights or obligations under this Agreement without the prior written consent of the other parties.
- 7.6 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 address of the relevant party as notified from time to time.
- 7.7 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.
- 7.8 No party will be liable to any other party 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.
- 7.9 The Services Level Start-Up form shall form an integral part of this Agreement and may be amended by the mutual written consent of the Bank, the Customer and Group 4 from time to time.
- 7.10 This Agreement may be amended by the mutual written agreement of all the parties hereto from time to time.
- 7.11 As between the Bank and Group 4, this Agreement shall supplement rights and obligations of the Bank and Group 4 under the Master MashreqSafecash Agreement entered into between the Bank and Group 4.
- 7.12 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, this 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 Group 4 Securitas Emirates LLC by:

Name Name

Designation Designation

Signature Signature

Signed and stamped on behalf of Mashreqbank psc by:

Name Name

Designation Designation

Signature Signature