

NIGHT DEPOSITORY AGREEMENT

85070111

(BRANCH)

(DATE)

In this Agreement, you and your mean the undesignated customer(s); we, our and us mean REPUBLIC BANK (GRENADA) LIMITED our employees and agents; the Depository means the depository at our above branch, "Bags(s) "means plastic, self sealing recyclable bag(s); "Wallet(s) mean(s) re-usable lockable canvas/vinyl wallet.

In return for our permitting you to use the Depository, you agree as follows:

Delete if customer supplies their own wallets

1. You acknowledge having received a key to the Head Door of the Depository and wallet(s) and key(s)* (the "equipment") as specified from time to time in our records.
2. The equipment is for your own use but belongs to us. You must immediately notify us of any loss or damage to the equipment and you agree to pay us the replacement cost of any new locks and/or equipment necessitated by such loss or damage.
3. You agree not to place any articles in the Depository other than the wallet(s)/bag(s) we have supplied to you or which we have approved for use under this Agreement. Each wallet/bag is to be securely locked or sealed as the case may be before placing it in the Depository, and may contain only cash, cheques and other orders for the payment of money together with a deposit slip.
4. You agree to ensure that the Head Door of the Depository is closed and locked after each use and you agree to immediately notify us of any unusual condition or defect in the Depository which comes to your attention.
- *5. We are authorized to open each wallet/bag and deal with its contents in the manner in which we usually deal with items deposited by our customers. Each wallet/bag is to contain an itemized deposit slip and you are to retain a duplicate deposit slip. No deposit of the contents of each wallet/bag shall be considered to have been made until the deposit is entered upon our records.
6. You acknowledge that we may employ third parties to collect each wallet/bag from the Depository and deal with its contents on your behalf and at a location other than the branch at which the deposit was made.
- *7. Where you are responsible for opening each wallet/bag, you agree to take delivery of each wallet/bag at the above branch on the first Bank business day following your use of the Depository. No deposit of the contents of each wallet/bag shall be considered to have been made until you open it and we accept it for deposit in our usual manner.
8. Our records as to whether use had been made of the Depository and as to the contents of each wallet/bag place in the Depository shall be conclusive and binding on you. You agree that the relationship of creditor and debtor is created only after the contents of each wallet/bag have been accepted by us as a deposit. After each use of the Depository, you agree to collect each empty wallet is applicable, and any items not credited to your account.
9. You agree that we shall not be responsible for the contents of each wallet/bag placed in the Depository, and that the use of the Depository shall be at your sole risk.
10. We shall not be liable for any injury , loss or damage suffered by you or your agent(s) in connection with or arising from the use of the Depository. You agree to indemnify us against any loss which we may suffer and hold us harmless from all claims upon us or our employees and agents, by reason of arising from your use of the Depository.
11. You promise to pay our charges at the rate prevailing from time to time, plus any applicable taxes for permission to use or use of the Depository. We may deduct any amounts due under this Agreement plus any applicable taxes from your account(s), if any, with us.
12. We may, at any time, after reasonable notice , or immediately in view of the circumstances, withdraw the Depository from use or terminate your use of the Depository and our supply of the equipment, if applicable, without being liable for any loss resulting from the withdrawal or termination.
13. You agree not to transfer your permission to use the Depository.
14. If you cease to use the Depository or if we withdraw or terminate the use of the Depository, then you agree to return the equipment to us in good condition, reasonable wear and tear excepted, and if any of the equipment is not so returned, you agree to pay us the cost of replacing it, plus any applicable taxes.
15. You appoint each person whose name and specimen signature appears below if any, to act as your agent in connection with the use of the Depository under this Agreement. This appointment will continue until we receive notice in writing to the contrary from you.

*Delete either paragraphs 5 or 7, whichever is inapplicable

1) Any change to these terms and conditions and where relevant, interest rates, fees and charges relating to this service, shall be brought to the attention of the customer by either (i) notice in writing; (ii) notice at any Branch of the Bank or (iii) advertisement.

2) The supply of this service is in conformity with the provisions of the Code of Banking Practice.

3) Information on current interest rates, fees and charges applicable to this and any other services is available on request at any Branch of the Bank.

Name(s) of Agent(s)

Signature(s) of Agent(s)

DATE RECEIVED _____
.....
RECORDED.....
APPROVED.....
E.O.
AUDITOR.....

NAME(S) CUSTOMERS(S)

(WITNESS)

(SIGNATURE)

(WITNESS)

(SIGNATURE)