

Date | |

NATIONAL BANK OF BAHRAIN
UNITED ARAB EMIRATES

This Agreement (the “Agreement”) is made on this day of Two Thousand

National Bank of Bahrain, a Bank incorporated and operated under the laws of UAE having its registered office at P.O.BOX (46080) Abu Dhabi, United Arab Emirates (hereinafter called the ‘Bank’); and

Whose registered office address is P.O. Box , (city) ,

United Arab Emirates, (hereinafter called ‘the **Customer**’).

(Each a “**Party**” and together the “**Parties**”)

Whereas the Bank is engaged inter-alia in the business of providing safe and secure transportation of non-negotiable transactional banking documents and is willing and able to provide the services specified In the Service Activation Form hereto (the “Courier Services”) for the ben-eft of the Customer in accordance with the terms of this Agreement; and

Whereas the Customer desires to appoint the Bank to provide the Courier Services in accordance with this Agreement.

Now therefore the Parties in consideration of the undertakings and commitments of each Party set forth herein, hereby agree as follows:

1. Definitions

Courier Services means the pick-up and delivery services of non-negotiable transactional banking documents to and from the Customer’s Location(s).

Courier means the Bank’s appointed Courier Company or Companies to facilitate the services to the Customer.

Courier Visit Day means the business day chosen by the Customer for the implementation of pick up and/or delivery services.

Service Activation Form means the form containing information regarding Courier Facilities and such other information as reflected therein which is attached hereto.

Consignment Note means the document to be filled out for the pick-up and delivery services.

Nominated Branch means the branch(es) of the Bank designated for pick up and/or delivery services.

Customer’s Location(s) means the designated location(s) given by the Customer for pick up/or delivery services of documents as specified in the Service Activation Form.

2. Courier Services

- 2.1 Starting from the commencement date agreed upon between both Parties in writing, the Bank shall provide and carry out the Courier Services specified in the Service Activation Form and other services which are reasonably considered as ancillary or essential for the purpose of fulfilling the Bank's obligations under this Agreement. Subject to the Terms of this Agreement, the Bank undertakes the transport of non-negotiable transactional banking documents in accordance with the Customer's instructions issued in writing from time to time.
- 2.2 The Bank will assign the Courier Company or Companies to fulfill the Courier Services requested by the Customer as per the terms and conditions stated in this Agreement.
- 2.3 The Courier Services consist of the transportation of non-negotiable documents by the Courier Company on a Courier Visit Day from a designated Customer Location(s) for delivery and/or pick up services.
- 2.4 The Customer may request amendments to the service level by submitting a new Service Activation Form. The new Service Activation Form will be effective as of the date of its acceptance and signature by the Bank.
- 2.5 Courier Services shall be delivered within the agreed time frames advised by the Bank and as agreed upon from time to time.
- 2.6 A Consignment Note is to be completed for each nil, pick-up and delivery consignment.
- 2.7 The special tamper-evident bags will be used for the safe transportation of all documents.

3. The Customer's Obligation

- 3.1 The Customer undertakes that in no circumstances shall it cause or require the Bank/Courier to transport or handle any cash/documents/goods unlawfully and It shall fully indemnify the Bank/Courier in respect of any loss, damage or expense whatsoever which the Bank and/or the Courier Company might suffer as a result of the Customer's breach of this undertaking.
- 3.2 All issues related to this Agreement are only to be coordinated with the authorised personnel designated by the Bank.
- 3.3 The Customer nominates its own authorised personnel in the Service Activation Form, whose decisions are accepted/ admitted by the Customer as binding /enforceable against the Customer.
- 3.4 The documents to be picked up will be ready at the times stipulated in the Service Activation Form and the Courier shall not be kept waiting. In case of frequent delays by the Customer, the Customer's senior management will be informed of such delays, and the Courier timing and delivery frequency shall be adjusted accordingly, in all cases subject to agreement by the Customer and the Courier.
- 3.5 The Customer agrees to pay the charges for the Courier Services in accordance with the schedule of charges.
- 3.6 The Customer agrees to provide the Bank and/or the Courier with all reasonable assistance required for the efficient performance of the services.
- 3.7 The Courier Services shall not be utilised for any cash amount and/or cash cheques.
- 3.8 The Customer agrees that there is no unlawful use of this service and that it shall be responsible for any loss from such improper use.

- 3.9 A Consignment Note is to be completed by the Customer for each pick- up and delivery at the location where the documents are collected or to whom the documents are delivered.
- 3.10 A nil Consignment Note for pick up/delivery shall be completed by the Customer if there are no documents.
- 3.11 The Customer shall seal the tamper evident bag after having placed the documents inside the bag.
- 3.12 The Customer shall communicate to the Bank at least five (5) business days prior to running out of either the special tamper evident bags or Banks's form for additional requirements.
- 3.13 The Customer will not receive any tamper evident bag(s) with a damaged and/or a torn tamper evident bag without first advising the authorised personnel of the Bank.
- 3.14 The Customer shall comply with all regulations and 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.

4. The Bank's Obligations

- 4.1 The Bank shall not be liable to the Customer for any loss or damage if such loss or damage arises out of or in connection with breach of any of the Terms of this Agreement by the Customer or the negligence or willful misconduct of the Customer, its agents, employees or servants, or due to the Bank complying with the written instructions from the Customer.
- 4.2 The Bank ensures that the Courier Company takes every reasonable action to protect the Customer's documents whilst the same are in its care or custody and/or are in transit.
- 4.3 The Bank may from time to time, at its discretion, change Courier(s) for which it will give no less than three business days' prior notice to the Customer. In addition, in cases of emergency, no prior notice will be given for the change of Courier(s) and services.
- 4.4 The Bank, and/or if instructed by the Bank, the Courier Company, shall inform the Customer of the procedures for the performance of the services prior to the commencement date agreed in the Service Activation Form.
- 4.5 The price for providing the Courier Services shall be agreed upon by the Bank and the Customer from time to time. The Bank reserves the rights to vary the amount of such charges from time to time and will give no less than one (1) month prior notice. The Bank may debit the Customer's account as specified in the Service Activation Form with the amount of the said charge, without prior notice.
- 4.6 In case shipment is misplaced at any stage of the shipment, the Courier Company will be liable to pay maximum standard penalty of AED 200.00.
- 4.7 In no event shall the Bank be liable to the Customer for any indirect, special or consequential damages.

5. General

- 5.1 This Agreement shall be valid for a period of one (1) year and renewed automatically unless otherwise terminated in accordance with the Terms of this Agreement.
- 5.2 This Agreement shall be immediately deemed terminated if either Party is in breach of any of its obligations under this Agreement fails to remedy that breach within thirty (30) days of receipt of written notice of that breach from the other Party.
- 5.3 Either Party may agree to terminate this Agreement after the initial period of one (1) year by giving 30 days' notice in writing.

- 5.4 Neither Party may assign or transfer all or any of its rights or obligations under this Agreement without the other Party's prior written consent.
- 5.5 On termination or expiry of this Agreement, the Bank shall hand over to the Customer any relevant documents in its possession pursuant to this Agreement and account to the Customer for the total balance.
- 5.6 This Agreement shall be governed by the laws applicable in the United Arab Emirates. The courts of the United Arab Emirate have exclusive jurisdiction to adjudicate any dispute, which arises in connection with this Agreement.
- 5.7 The Provisions and Terms related to the contract for transportation of the items mentioned in Federal Law No. 18 of 1993 in respect of Commercial Transactions shall be applicable to all such matters, which are not mentioned in this Agreement.
- 5.8 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 but without limitation to any Act of God, act of government or regulatory authority, war, fire, flood, explosion, terrorism, riot or civil commotion.
- 5.9 The Service Activation Form for the Courier Services shall form an integral part of this Agreement and can be revised based on mutual understanding on request.

6. Confidentiality and Data Privacy

- 6.1 In accordance with UAE Central Bank guidelines, all data and information relating to NBB's customers shall be considered confidential in nature, and may not be perused, disclosed or transmitted to any third party as per Article No. (120-1) of Decretal Federal Law No. (14) of 2018 Regarding the Central Bank & Organization of Financial Institutions and Activities.

IN WITNESS WHEREOF, the Parties have caused this Service Level Agreement to be executed by their duly authorized representatives on this day of Two Thousand

Signed and stamped on behalf of National Bank of Bahrain by:

Name

Designation

Signature

Name

Designation

Signature

Signed and stamped on behalf of the Customer by:

Name

Designation

Signature

Name

Designation

Signature