

Terms of Use of Depository Service

By using the in-branch deposit bag depository service (the "Depository Service") from FirstCaribbean I/we agree, on behalf and with the authority of the undersigned customer, that the following Terms of Use ("Terms") apply to the Depository Service:

1. The customer or its agent will not use or place in any in-branch deposit bag depository (the "Depository"), any equipment or articles other than the deposit bags furnished by FirstCaribbean International Bank (Barbados) Limited (the "Bank" or "FirstCaribbean") or such other equipment as may be specifically authorized by the Bank. The customer understands that the Bank will not be responsible for any loss of content from any deposit bag(s) that are not authorized for use by the Bank.
2. Each deposit bag placed in the Depository by or on behalf of the customer shall be securely sealed and shall contain only bills, notes, cheques, other negotiable instruments and/or cash together with a deposit slip; the Bank takes no responsibility for discrepancies in deposits which are in deposit bags that are not securely sealed.
3. The customer authorizes any persons designated by the Bank to act as agents of the customer to remove the deposit bag from the Depository, open the deposit bag, list the contents and present the contents to the appropriate Bank officer or agent for deposit.
4. Unless and until such contents are accepted for deposit by such last mentioned officer or agent on behalf of the Bank, such deposit bag and contents shall be at the sole risk of the customer without liability on the Bank's part for safekeeping or otherwise howsoever and no deposit to the credit of the customer's account (or such other account as may be designated on the deposit slip) shall be deemed to have been made. It is recommended that the customer arrange suitable insurance cover.
5. If a deposit bag appears to be damaged, tampered or interfered with, it will not be opened by the Bank or its agents, and the customer will be notified as soon as practicable to retrieve the unopened deposit bag.
6. The customer shall ensure that when placing the deposit bags in the Depository, the deposit bags fall into the chute and clear of the slot.
7. Whenever a deposit bag is placed in the Depository, credit for the deposit (if the contents are accepted for deposit) will be made (to the customer's account or such other account as may be designated on the deposit slip) by the end of the business day on which the contents are accepted by the Bank for deposit. The Bank will convert deposits made in a currency other than local currency at the then prevailing spot rate for that currency, unless the deposit is in a foreign currency destined for a designated foreign currency account.
8. The Bank's records with respect to the contents of the Depository or of any deposit bag shall be conclusive and binding on the customer.
9. The Bank's liability to the customer in relation to the Depository Service is limited to the customer's actual damages directly caused by the negligent act or omission or willful misconduct of the Bank or its agents and in no event will the Bank be liable for any indirect, special or consequential damages even if advised of the possibility of same, or loss or damage resulting from any cause beyond the reasonable control of the Bank or its agents. I/we agree to indemnify and hold the Bank harmless from and against all losses the Bank may incur other than due to its own negligence or misconduct, including legal fees and disbursements incurred by the Bank, arising from a breach of any part of these Terms by us or our agent, or from the Bank acting or declining to act upon any instruction or information given to the Bank under these Terms. This indemnity is in addition to any other indemnity or assurance against loss that I/we may provide to the Bank and will survive any termination of these Terms.
10. The customer shall pay the Bank's charges at the rate prevailing (including any applicable taxes) from time to time.
11. The customer or its agent agrees not to allow cash deposited through the Depository in any single deposit bag to exceed BDS\$75,000 or its equivalent in cash. In the event of loss, any excess over BDS\$75,000 or its equivalent in cash for any one deposit bag will not be covered. No similar dollar value limitations will exist for cheques deposited using the Depository Service.

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12. The Bank may terminate my/our access to the Depository Service at any time and for any reason including, but not limited to, if I/we breach any of these Terms. The Bank will not be liable for any losses or inconvenience that result from the Bank's termination of the Depository Service.

Upon either of the following happening: (i) my/our confirmation in writing, or (ii) the Bank receiving a signed copy of these Terms I/we agree to be bound by these Terms. These Terms are in addition to and not a substitute for any other written agreements between the Bank and us, including, but not limited to, the Internet, Email, Fax, and Telephone Agreement. If any conflict arises between these Terms and any other agreement between the Bank and us, I/we agree that these Terms will prevail to the extent of such conflict in relation to the Depository Service. These Terms contain my/our entire agreement with the Bank in respect of the Depository Service provided under it.

CUSTOMER NAME

SIGNATURE

DATE

CUSTOMER NAME

SIGNATURE

DATE

For Internal Use

NAME OF FIRSTCARIBBEAN
OFFICER

SIGNATURE

DATE

TITLE OF FIRSTCARIBBEAN OFFICER