

NIGHT SAFE AGREEMENT

TO: BRED (Vanuatu) Limited

(The Bank, which includes the successors and assigns of the Bank)

I/We.....

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(The Depositor) request the bank to make available the facilities of the Night safe at the Branch of the Bank and approval to use the Night Safe in conjunction with the wallets and keys mentioned below, such facilities being made available and approval granted on the following terms and conditions:

1. All wallets and keys, including keys to the street aperture of the Night Safe, remain the property of the bank and shall be returned to the Bank on cessation of this agreement or on demand in good order and condition (fair wear and tear only accepted) and, pending such return, shall be kept under the control of the Depositor. Any repairs to or replacements of the wallets and key shall be arranged exclusively by the Bank at the Depositor, except that the cost of repairs or replacements due solely to fair wear and tear shall be borne by the bank.
2. The only items placed in wallets for use un the Night Safe shall be cash, cheques or other documents or vouchers.
3. The Depositor shall not place or permit to be placed in the Night safe, any articles other than a security-locked wallet issued by the Bank. Wallets will be placed in the Night Safe only while the Bank is closed for ordinary business and during such hours as the bank may from time to time prescribe.
4. The Depositor undertakes that the facilities for deposit in the Night Safe will be used only as herein specified and with all due care and so that, immediately after every lodgment in the Night safe, the street aperture is securely locked by the person making the lodgment.
5. The Depositor will attend either personally or by a duly authorized agent at the Branch of the Bank promptly after the bank is open for business on the morning following every lodgment and accept delivery of each wallet unopened, and the receipt for the wallet by the Depositor or agent shall be a sufficient discharge to the Bank for all purposes. The Bank will not be under any obligation to deliver up any wallet until it is satisfied that the person applying for it is authorized to receive the wallet and until a receipt in the form prescribed by the bank has been duly signed by this person.
6. The Bank is entitled at any time at its discretion to suspend the Night safe facilities without notice to the Depositor for any period that the Bank may

determine and the Bank will be under no liability to the Depositor for any loss or damage suffered or incurred as a result of such suspension.

7. The Bank may terminate this Agreement at any time by notice in writing to the Depositor and it will be under no liability to the Depositor for any loss or damage suffered or incurred as a result of such termination.
8. It is agreed that the Bank shall be deemed to have no knowledge of the contents of any wallet placed in the Night safe and that no relationship of debtor and creditor between the Bank and the Depositor shall be deemed to arise by the lodgement of any wallet or the contents in the Night safe.
9. The Depositor shall be responsible for arranging suitable insurance cover for the contents of any wallet placed in the Night safe.
10. Save as provided in clause 11 of this Agreement the Bank shall be under no liability to the Depositor for any loss or damage of any kind whatsoever and howsoever caused, whether by reason of the Bank's negligence or otherwise, which the Depositor may suffer in respect of or arising from the use of such facilities or in respect of or arising from the custody of any wallet or the contents thereof lodged in such Night Safe.

In particular but without limiting the generality of the foregoing the bank shall not be liable for:

- a) Any consequence of war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization, or requisition or destruction of or damage to property by or under the orders of any government or public or local authority.
 - b) Loss or destruction of or damage to property, consequential loss, liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste.
 - c) Loss or destruction or damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons or material.
 - d) Any consequential loss whatsoever.
 - e) Loss or destruction or damage due to or sustained by or through any act of fraud or dishonesty on the part of the Depositor acting alone or in collusion with any other person or persons.
11. If two or more persons execute this Agreement as Depositor:
- a) The responsibilities of these persons to the Bank shall be joint and several.
 - b) The attendance and receipt of any one of these persons shall be a sufficient discharge to the bank for the purposes of Clause 5 of this agreement.

- c) The bank shall be entitled and is hereby authorized to deliver every wallet lodged in the Night safe to any one of these persons.
- d) If one or more of these persons should die, the survivor or survivors shall be entitled to such delivery, subject to compliance with any requirements of law in force at the time relating to or affecting the delivery.

12. During the currency of this Agreement the Depositor agrees to pay to the Bank such periodic fee as may from time to time be charged by the Bank to use the Night safe and facilities.

**Delete
whichever is not
applicable and
initial*

AND

*agrees to pay the fee by cash

*NOTE:
All partners in a
partnership, or
all parties to a
joint account, to
sign. If customer
is a company
have Agreement
executed under
its Common Seal.
To be witnessed
by a bank
Official, where
applicable.*

OR

*authorizes the bank to debit the fee to the account of the depositor with the Bank.

DATES this.....day of.....20.....

SIGNED by the above named

In the presence of

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