



Butterfield Bank

P.O. Box 705 | Grand Cayman KY1-1107 | CAYMAN ISLANDS
Tel: (345) 949 7055 | Fax: (345) 949 7004
www.butterfieldbank.ky

NIGHT DEPOSITORY AGREEMENT

Branch Banking

Rules & Regulations for Night Depository

Customer Name:

Customer Number:

1. Each deposit placed in the night depository shall be contained in a pouch approved or supplied by the Bank and securely locked/sealed. No article or container, other than the pouch approved or supplied by the Bank, shall be deposited in the night depository. The night depository is to be used only for the deposit therein of cash and cheques, drafts or other like items intended for deposit to the user's account. All deposits are subject to the standard rules and regulations of the Bank governing deposits.
2. The Bank is authorised to open any pouch deposited. There shall be enclosed in the pouch with each deposit an itemised list of the cash and cheques, drafts and other like items enclosed in the pouch and the user will retain in his own records a copy of such list. The user expressly agrees to accept as final and conclusive the record of Bank employees as to what property of the user is in the pouch when opened and the count of the Bank shall be final and binding.
3. If the customer is to open the pouch upon a banking day after the depository is used, the user or his accredited representative will appear in person at the Bank and identify and claim the pouch. The Bank will deliver such pouch to the user or his accredited representative who may then open the pouch and deposit the contents to the credit of the user provided that the Bank has not already opened the pouch. It is expressly understood and agreed that the Bank's findings and records with respect to the presence in, or absence from the depository, of any pouches (and with respect to the contents thereof in the event a pouch is not locked/sealed or the contents otherwise exposed) shall be conclusive and binding upon the user.
4. Should the user deposit a non-Butterfield Bank pouch in the Night Depository and said pouch is not claimed by him/her within 10 banking days after it is found in the night depository, the Bank may then or at any time thereafter forcibly open the same in the presence of any two of its officers or employees, remove the contents therefrom, list them and have a lien upon them for the safekeeping thereof and shall not be liable for the value of the pouch destroyed. The Bank may, if it desires, deposit the contents in the user's account.
5. The user will notify the Bank in writing in the Bank's required form of any changes in the accredited representatives who are authorised to claim the pouches or receipts, or in any changes of the authority under which such persons may act. Such notice of changes shall be effective when received by the Bank.
6. No keys shall be used for opening the night depository except those supplied by the Bank and any loss thereof shall be immediately reported to the Bank. The cost of replacement shall be paid by the depositor. The keys shall remain the property of the Bank and shall be returned to the Bank on termination of this agreement.

BR33-07

NIGHT DEPOSITORY AGREEMENT (CONTINUED)

Branch Banking

In consideration of permission being granted to the undersigned (the "user") by Butterfield Bank (Cayman) Limited (the "Bank") to use the night depository facility of the Bank, the user expressly agrees that the use of the said facilities shall be at the sole risk of the user who hereby assumes any and all risk incidental to or arising out of the night depository facility. The user further agrees to be bound by the Rules and Regulations, receipt of which is hereby acknowledged and the information below shall form an integral part of this agreement.

Authorised Signature(s): _____

Date: _____

Received new key and door card for access to ATM vestibule for:

Butterfield Place Branch

Governors Square Branch

Compass Branch

Name of accredited representative
(Person(s) authorised to receive pouches and receipts)

Specimen signature of accredited representative

.....
Signatory on behalf of Butterfield Bank (Cayman) Limited

.....
Date

BR33-07