

PRINCE BANK PLC.
TERMS AND CONDITIONS FOR TRADE FINANCE PRODUCTS AND SERVICES

This terms and conditions governing Trade Finance Products and Services, provided by **PRINCE BANK PLC.** ("**Prince Bank**"), hereinafter referred to as "**Terms and Conditions for Trade Finance Products and Services**" or "**this Terms and Conditions**" shall be read and applied in conjunction with the General Terms and Conditions governing Account(s), Services and Products ("**GTC**"), and other related terms and conditions, as applicable. This Terms and Conditions shall be read, understood, and accepted by you before using any of the Trade Finance Products and Services. You are strongly recommended to carefully read and well understand this Terms and Conditions before requesting us for any Trade Finance Products and Services. By signing on any Application requesting for any of the Trade Finance Products and Service, you expressly agree to be bound by this Terms and Conditions and it becomes a legally binding agreement between you and Prince Bank. If any business relationship between you and Prince Bank is governed by a separate agreement or specific terms and conditions, that agreement or those specific terms and conditions shall prevail over this Terms and Conditions to the extent of the inconsistencies. Likewise, If the international rules applicable to respective Trade Finance Products and Services are in conflict with this Terms and Condition, the latter will prevail to the extent of the inconsistencies. Any capitalized terms not otherwise defined herein shall have the meaning given to them in the GTC.

1. DEFINITIONS:

- 1.1. "**Account(s)**" refers to your saving account(s), current account(s), term deposit account(s), or other type of account(s) opened and maintained with us.
- 1.2. "**Advising Bank**" means the bank that advises the Bank Guarantee or the Letter of Credit or the Standby Letter of Credit at the request of the Issuing Bank.
- 1.3. "**Application**" refers to the prescribed form made available by us on which you need to fill in the information, together with relevant documents, as required by us, signed, and submit to us in order to request us for any product and/or service under the Trade Finance Products and Services.
- 1.4. "**Authorized Representative**" refers to the individual authorized by you through duly executed and valid document(s) acceptable by us and notified to us as your authorized representative in order to act on your behalf in requesting and receiving any Trade Finance Products and Services under this Terms and Conditions.
- 1.5. "**Bank Guarantee**" or "**Guarantee**" or "**BG**" means any signed undertaking, however named or described, providing for payment on presentation of a complying Demand.
- 1.6. "**Banking Day**" a day on which a bank is regularly open at the place at which an act subject to this Terms and Conditions is to be performed.
- 1.7. "**Beneficiary**" refers to the person in whose favour:
 - a. a Bank Guarantee is issued; or
 - b. a Standby Letter of Credit is issued; or
 - c. a Letter of Credit is issued; or
 - d. a Shipping Guarantee is issued.
- 1.8. "**Bill of Exchange**" is an unconditional order in writing, addressed by one person to another, signed by the person giving it, requiring the person to whom it is addressed to pay a determinate sum of money to, or to the order of, a specified person or to bearer. It can be payable at sight or on maturity.
- 1.9. "**Collateral**" refers to any bank account(s) opened and maintained with us or movable or immovable property owned by you and/or by a third party which is used as a security to secure the provision of Trade Finance Products and Services by us at your request.

- 1.10. **“Collecting Bank”** refers to the bank, other than the Remitting Bank, involved in the process of Documentary Collection.
- 1.11. **“Demand”** means signed document by the Beneficiary demanding payment under a Bank Guarantee.
- 1.12. **“Designated Account”** refers to your account(s), saving or current, opened and maintained with us as specified in the Application or as otherwise notified to us from which we are unconditionally and irrevocably authorized by you to debit any sum for payment to be made or made under your requested Trade Finance Products and Services including, but not limited to, the payment made to the Beneficiary or any payee (as the case may be), payment of Fees and Charges, payment of Other Costs and Expenses and payment of the Increased Costs.
- 1.13. **“Documents”** refers to financial documents and/or commercial documents:
- a. "Financial Documents" means Bills of Exchange, promissory notes, checks, or other similar instruments used for obtaining the payment of money;
 - b. "Commercial Documents" means invoices, transport documents, documents of title or other similar documents, or any other documents whatsoever, not being financial documents.
- 1.14. **“Documentary Collection”** or **“Collection”** means the handling by banks of financial and/or commercial documents in accordance with the instruction received in order to:
- a. obtain payment and/or acceptance; or
 - b. deliver financial and/or commercial document against payment and/or against acceptance; or
 - c. deliver financial and/or commercial document on other terms and conditions.
- 1.15. **“Drawee”** refers to the person to whom Presentation is to be made in accordance with the Collection Instruction.
- 1.16. **“Export Letter of Credit”** or **“Export LC”** refers to a method of payment commonly used in international trade transactions whereby we agree to advise you (as Beneficiary) of such Export Letter of Credit which we received from the Issuing Bank.
- 1.17. **“Finance Documents”** means the letter of offer, the loan for consumption contract together with its respective attachments, the security documents, and any other documents executed and/or delivered to us by you, the hypothecator, the pledgor, and/or guarantor in order to obtain and/or to use the Trade Finance Products and Services, as required by us.
- 1.18. **“Force Majeure Event”** refers to acts of God, riots, fire, shortage hostilities, civil commotions, insurrections, wars, acts of terrorism, pandemic, natural disaster or any causes beyond our control that interrupt our business as it relates to the performance of our obligation covered by the Trade Finance Products and Services and this Terms and Conditions.
- 1.19. **“Guaranteed Amount”** refers to the amount as specified in the Bank Guarantee which we shall pay to the Beneficiary upon receipt of a complying Demand.
- 1.20. **“Import Collection”** refers to a settlement method that the exporter entrusts its Remitting Bank to present Commercial Documents and/or Financial Documents to us, instructing us as the Collecting Bank to collect payment from you who is the importer.
- 1.21. **“Import Letter of Credit”** or **“Import LC”** refers to a method of payment commonly used in international trade transactions whereby we promise to pay the Beneficiary (exporter) at the complying Presentation made by the Beneficiary.
- 1.22. **“Issuing Bank”** refers to the bank that issues a Letter of Credit, Standby Letter of Credit, or a Bank Guarantee at the request of an applicant.

- 1.23. **“ISP 98”** refers to the International Standby Practices 1998 of the International Chamber of Commerce and any subsequent revision thereof on the date the relevant Standby Letter of Credit is issued.
- 1.24. **“Negotiation”** refers the purchase by the Nominated Bank of Bill of Exchange (drawn on a bank other than the Nominated Bank) and/or documents under a complying Presentation, by advancing or agreeing to advance funds to the Beneficiary on or before the banking day on which reimbursement is due to the Nominated Bank.
- 1.25. **“Nominated Bank”** shall have the meaning given to it in the UCP 600 under which the Nominated Bank refers to the bank with which the Letter of Credit or the Standby Letter of Credit is available or any bank in the case of a Letter of Credit or Standby Letter of Credit available with any bank.
- 1.26. **“Presentation”** means the delivery of a document under a Letter of Credit or a Standby Letter of Credit or a Bank Guarantee to the Issuing Bank or Nominated Bank or the document so delivered.
- 1.27. **“Presenting Bank”** refers to the Collecting Bank making presentation to the Drawee in the process of handling a Documentary Collection.
- 1.28. **“Remitting Bank”** refers to the bank to which the exporter has entrusted the handling of a Documentary Collection.
- 1.29. **“To honour”** means
- a. to pay at sight if the Letter of Credit is available by sight payment.
 - b. to incur a deferred payment undertaking and pay at maturity if the Letter of Credit is available by deferred payment.
 - c. to accept a Bill of Exchange drawn by the Beneficiary and pay at maturity if the Letter of Credit is available by acceptance.
- 1.30. **“Shipping Guarantee”** refers to a written guarantee issued by us through which we will be jointly liable with the consignee up to the amount stated in the Shipping Guarantee to pay the carrier of goods or its agent so that the consignee so named can take delivery of the goods subject to the relevant LC issued by us without production of the relevant transport document as required under such LC.
- 1.31. **“Trade Finance Loan”** refers to term loan that we provide to you at your request to finance your specific export/import or buying/selling activities to improve your cash flow, subject to the terms of this Terms and Conditions and the terms of the Finance Documents.
- 1.32. **“Trade Finance Products and Services”** refers Bank Guarantee, Letter of Credit, Standby Letter of Credit, Documentary Collection, Shipping Guarantee, Trade Finance Loan and other trade finance related products and services as made available by us from time to time.
- 1.33. **“Underlying Contract”** or **“Underlying Transaction”** refers to the contract, transaction, tender conditions or other relationship between you and the Beneficiary on which the Bank Guarantee or Letter of Credit or Standby Letter of Credit is based.
- 1.34. **“UCP 600”** means the International Chamber of Commerce Uniform Customs and Practice for Documentary Credits (or any supplement, modification, amendment, or replacement thereof), in force on the date a Letter of Credit or Standby Letter of Credit is issued.
- 1.35. **“URC 522”** means Uniform Rules for Collections of the International Chamber of Commerce (or any supplement, modification, amendment, or replacement thereof), in force on the date the Collection is handled.

- 1.36. “**URDG 758**” means Uniform Rules for Demand Guarantees, International Chamber of Commerce (or any supplement, modification, amendment, or replacement thereof), in force on the date a Bank Guarantee is issued.

2. PRODUCTS AND SERVICES AVAILABLE UNDER TRADE FINANCE AND APPLICATION

- 2.1. At your request, we may at our sole discretion provide the Trade Finance Products and Services to you in accordance with this Terms and Conditions such as Bank Guarantee, Standby Letter of Credit, Letter of Credit, Shipping Guarantee, Documentary Collection, and Trade Finance Loan.

2.2. Bank Guarantee (“BG”)

2.2.1. Each BG issued by us at your request shall be subject to the URDG 758.

2.2.2. If you request us to issue BG in favour of any Beneficiary, the following terms and conditions shall apply:

- a. You shall submit to us the BG Application in a form as prescribed by us together with all information and documents as required by us in such application or later. The BG issued by us is effective when its original hard copy is signed and sealed by us or from the effective date as stated in the BG or from the issuance date in case no effective date stated in the BG and will remain effective for the term or until the expiry date as specified therein.
- b. The Beneficiary of the BG shall assume all risks associated to the acts or omission of his/her own and of any other user of the BG, including, but not limited to, the following:
 - i. the misuse of the BG;
 - ii. the form, sufficiency, correctness, accuracy, genuineness, falsification, and the legality of all information and document(s) presented to us.

For the avoidance of doubt, the Beneficiary is deemed to certify that the Demand presented to us is in good faith and is free of willful or malicious intent.

- c. A Presentation shall be made to us at our office, or such other place on or before the expiry date as stated in the BG. Upon our receipt of a Demand from the Beneficiary under the BG, we have the right to examine such Demand and at our absolute judgement, to decide on its compliance. We will pay the complying Demand up to the Guaranteed Amount as stated in the BG without requiring the Beneficiary to provide any evidence. In case that we reject any non-complying Demand, we will notify the presenter within 05 (five) Banking Days following the day of the Presentation. We shall not be liable in respect of any loss to any party arising out of the rejection by us of any such Demand notwithstanding your instruction to us to refrain from rejecting such Demand.
- d. The amount payable under the BG shall be reduced by any amount:
 - i. paid under the BG;
 - ii. resulting from the application of variation of the amount in the BG; or
 - iii. indicated in the Beneficiary's signed partial release from liability under the BG.
- e. Whether or not the BG document is returned to us, the BG shall terminate:
 - i. on expiry date;
 - ii. when no amount remains payable under it;
 - iii. on presentation to us of the Beneficiary's signed release from liability under the BG; or
 - iv. when the Original BG is returned to us for cancellation.

- 2.2.3. We may agree to advise a BG subject to the following terms and conditions:
- a. We may agree to advise or notify you whether we have satisfied with the apparent authenticity of the BG and its amendment(s) (as the case may be).
 - b. We will advise a BG we receive without any additional representation or any undertaking whatsoever to you as a Beneficiary.
 - c. Upon receipt of a complying Demand from you, we may process, on your behalf, the Demand with the Issuing Bank for the payment of the Guaranteed Amount under such BG. Upon receipt of the Guaranteed Amount transferred by the Issuing Bank, we will credit the same less our Fees and Charges and other associated costs we incur in relation to the process of your Demand into your designated account opened and maintained with us. However, if the Issuing Bank rejects to pay the Demand, we are not obliged to remit any amount to you.

2.3. **Letter of Credit ("LC")**

2.3.1. Each LC, either issued by us as an Issuing Bank or processed by us as an Advising Bank, shall be subject to the UCP 600.

2.3.2. The following terms shall apply when we issue an Import LC at your request:

- a. Upon receipt of the Application submitted by you and at our sole discretion, we may issue Import LC in favour of the Beneficiary as indicated in the Application and in such a form we deem appropriate. You are solely responsible to ensure that the terms and conditions, including any applicable requirement, of such Import LC are satisfactory to you. We have no responsibility to advise you on any such issues.
- b. Upon receipt of the Import LC or its amendment (as the case may be) that we issue at your request, you shall carefully examine the terms therein contained. In case there is any issue relating to such terms, including, but not limited to, its conformity or consistency with any application, you shall inform us within 02 (two) Banking Days following the date of your receipt of such copy, failure of which you will be deemed to have accepted the terms of the Import LC and waived any rights to raise any issues in connection with that Import LC.
- c. The Beneficiary of the Import LC shall assume all risks associated to the acts or omission of his/her own and of any other user of the Import LC, including, but not limited to, the following:
 - i. the misuse of the Import LC.
 - ii. the form, sufficiency, correctness, accuracy, genuineness, falsification, and the legality of all information and document(s) presented to us.

For the avoidance of doubt, the Beneficiary is deemed to certify that the documents presented to us is in good faith and is free of willful or malicious intent.

- d. You agree that we will perform our obligations under the Import LC issued by us, irrespective of any instruction from you to the contrary. You understand and agree further that:
 - i. at our absolute discretion, we may restrict Negotiation under the Import LC to any correspondent bank at our option;
 - ii. at our choice, we may nominate any bank to accept a Bill of Exchange or incur a deferred payment undertaking and authorize that Nominated Bank to prepay or purchase a Bill of Exchange accepted or a deferred payment undertaking incurred by that Nominated Bank;
 - iii. we are authorized to accept to pay all Bill of Exchange, documents, or claim, purporting to be drawn or presented under any Import LC, provided that any demand by the Beneficiary is received by us on or before any applicable expiry date; and all documents and conditions required by relevant Import LC have been met to our satisfaction;
 - iv. we may, at our sole discretion, accept and pay, or accept upon presentation and pay at maturity, when all required documents are presented, Bill of Exchange is drawn, or claim for payment is made in accordance with the terms of any Import LC, but shall not be liable in respect of any loss arising out of or in connection with our rejection of any claim or documentary Presentation pending your waiver of any defect in the claim or documentary Presentation.

- e. Upon our receipt of a Presentation made under the Import LC issued by us, we will examine such Documents and if we are of opinion that it is a complying Presentation, we may make any payment or accept any Bill of Exchange, claim, or drawing under the Import LC without making further enquiry, and notwithstanding any notice from you not to do so. If we think that the presented Documents are not compliant with the requirements of the Import LC, or the Presentation does not comply for whatever reason:
 - i. we will refuse to honour it and will not notify you of our decision in this respect; or
 - ii. we may, in our absolute judgement, approach you for a waiver of any discrepancies.
- 2.3.3. We may utilize the services of another bank to advise the Export LC and any amendment to you or may act as an Advising Bank of an Export LC received by us and its respective amendment (as the case may be) subject to the following terms and conditions:
- a. advise or notify you of such Export LC received by us which is issued in your favour, as well as inform you of its terms and conditions and any amendments received in relation to that Export LC;
 - b. signify to you whether we have satisfied ourselves as to the apparent authenticity of the Export LC or its amendment and that the advice accurately reflects the terms and conditions of the Export LC or its amendment received;
 - c. authenticate and validate the Export LC on your behalf or advise the Export LC as unauthenticated;
 - d. upon receipt of your request attached with Documents required under any Export LC from you, we may agree to present the Documents to the Issuing Bank, on your behalf, for payment, and pay proceeds to you only when we receive payment from the Issuing Bank or Reimbursing Bank, without honour or negotiation;
 - e. upon receipt of funds from the Issuing Bank, we will remit such funds less our relevant Fees and Charges and other Costs and Expenses under this Terms and Conditions, to your nominated account opened and maintained with us;
 - f. If the Issuing Bank does not approve the Documents and/or release funds pursuant to the terms of any Export LC, we are under no obligation to remit such funds to you.

2.4. **Shipping Guarantee**

- 2.4.1. In case where the goods are arriving prior to the arrival of the Documents under any Import LC issued by us (including the original bill of lading or other transport documents), we may agree, at your request, to issue a Shipping Guarantee in favour of the shipping company or other carriers to enable you to obtain the goods subject to the Import LC without production of such documents.
- 2.4.2. Our liability under the Shipping Guarantee will be released:
- a. on the expiry date as stated in the Shipping Guarantee;
 - b. when we paid the guaranteed amount as stated in the Shipping Guarantee pursuant to the claim of the beneficiary of the respective Shipping Guarantee;
 - c. on presentation to us of the signed release letter of liability from the beneficiary of the Shipping Guarantee; or
 - d. when the original Shipping Guarantee is returned to us for cancellation.
- 2.4.3. You shall:
- a. when the required documents under the Import LC arrive, take such documents within a specific period of time as notified to you by us, and then exchange those documents for the original Shipping Guarantee with the shipping company or other carriers and, as soon as possible, return such original Shipping Guarantee to us to release us from all liabilities under the Shipping Guarantee;
 - b. the required documents under the Import LC shall be honoured or accepted by you when the documents arriving with or without discrepancies.
- 2.4.4. You agree, upon our request, to deposit with us any security equivalent to our obligations in relation to the Shipping Guarantee or amount of indemnity given by us until the Shipping Guarantee is released and returned to us for cancellation.
- 2.4.5. In all cases, you agree to fully indemnify us, at all times, on demand, against any or all payments we made under the Shipping Guarantee and against all claims, demands,

proceedings, actions, liabilities, damages, costs, losses and expenses (including legal fees) we may suffer or incur in connection with the Shipping Guarantee.

2.5. **Standby Letter of Credit (“SBLC”)**

- 2.5.1. The SBLC, either issued by us as an Issuing Bank or processed by as an Advising Bank, is subject to ISP 98 or UCP 600 or URDG 758.
- 2.5.2. Each SBLC issued by us will be irrevocable and is a separate transaction from the Underlying Contract and from any arrangements or agreement you have with any other party. It will be binding on us regardless of what may occur or be alleged in any other contract or dealing. As a consequence, you accept that where a demand for the payment of any sum of money under the SBLC is made, such demand shall be sufficient to authorize us to make payment up to the maximum amount specified in the SBLC without further enquiry. For the avoidance of doubt, we will make payment or accept any Bill of Exchange, claim or drawing under the SBLC notwithstanding any notice from you not to do so.
- 2.5.3. We may examine the demand made to us under the SBLC and if we believe that such demand, or the Bill of Exchange or other document presented under a SBLC does not comply with the terms of the SBLC,
 - a. we may refuse the demand by notifying the party from whom we receive the demand, Bill of Exchange, or such other document; and
 - b. we are not obliged to notify you of any determination or refusal by us, or to seek your waiver in respect of the same prior to our determination or refusal.
- 2.5.4. We may agree to act an Advising Bank of a SBLC subject to the following terms and conditions:
 - a. We may agree to advise or notify you whether we have satisfied ourselves as to the apparent authenticity of the SBLC and its amendment(s) (as the case may be).
 - b. we may advise the SBLC we received without any additional representation or any undertaking whatsoever to you as a Beneficiary.
 - c. Upon receipt of a request attached with the complying Demand from you, we may process, on your behalf, the Demand to the Issuing Bank for the payment of the amount under such SBLC. Upon receipt of the amount transferred by the Issuing Bank, we will credit the same less our Fees and Charges and other associated costs we incurred in relation to the processing of your Demand into your designated account opened and maintained with us. However, if the Issuing Bank rejects to pay the Demand, we are not obliged to remit any amount to you.

2.6. **Documentary Collection (“Collection”)**

- 2.6.1. Each Collection instruction, including its subsequent instructions handled by us are subject to the URC 522 and we may agree to handle or process your Collection instruction to the Collecting Bank (“**Export Collection**”) in accordance with the following terms:
 - a. You shall provide us with a duly completed Collection instruction, together with all documents that are required to be sent for Collection pursuant to the Collection instruction. We have no obligation to examine the documents before sending them to the Collecting Bank. You agree that nothing we do or omit to do in relation to the documents received from you after being dishonoured for payment or acceptance or not duly taken up on presentation will in any way prejudice our right of recourse to you.
 - b. You agree to pay us all Fees and Charges and Costs and Expenses incurred or to be incurred by us in relation to the Collection and this Terms and Conditions even if the Collection is not paid and you authorize us to debit from your designated account automatically and directly with no obligation to provide any notice or to obtain any further consent from you. For the avoidance of doubt, we will only pay you the amount we have received from the Collecting Bank.
 - c. We may, at our sole discretion, send the Documents of the Collection and the Collection instruction for obtaining payment through a correspondent bank and all relevant terms relating to correspondent banks shall apply.
 - d. We will not be liable for any loss suffered by you or by any person resulting from any delay in receiving payment from the Collecting Bank.

- 2.6.2. At our absolute discretion, we may agree to handle an Import Collection, or its subsequent related instructions presented to us according to the following terms and conditions.
- a. We will act only upon the Collection instruction we receive. We will determine that the documents received appear to be as listed in the Collection instruction and advise the party from whom we received the Collection instruction of any documents missing or found to be other than listed. For the avoidance of doubt, we have no obligation to examine any document, in such a case, we:
 - i. will present the documents to you in the form in which they are received without further examination; and
 - ii. may hold the documents until our receipt of your acceptance or payment (as the case may be); and/or
 - iii. notify you of any additional terms in the correspondence attached to the Import Collection.
 - b. We will do the settlement only when we received your written authorization authoring us to debit your account maintained with us and we will release the documents to you only after we have been received such written authorization for debiting your account and that your account has sufficient balance to make the settlement or after our receipt of your acceptance to pay at maturity or after the Bill of Exchange is signed and accepted by you (as the case may be).
 - c. You agree that we are not liable for any loss or damages suffered resulting from our compliance with the instructions of the Remitting Bank and that any conflicting instructions from you must be referred to the Remitting Bank.
- 2.6.3. It is the responsibility of the party preparing the Collection instruction to ensure that the terms for the delivery of documents are clearly and unambiguously stated. The Collection instruction should contain the following items of information, as appropriate:
- a. details of the bank from which the Collection was received including full name, postal and SWIFT addresses, telex, telephone, facsimile numbers, and reference.
 - b. details of the principal including full name, postal address, and if applicable telex, telephone, and facsimile numbers.
 - c. details of the Drawee including full name, postal address, or the domicile at which presentation is to be made and if applicable telex, telephone, and facsimile numbers.
 - d. details of the Presenting Bank, if any, including full name, postal address, and if applicable telex, telephone, and facsimile numbers.
 - e. amount(s) and currency(ies) to be collected.
 - f. list of documents enclosed and the numerical count of each document.
 - g. terms and conditions upon which payment and/or acceptance is to be obtained, and terms of delivery of documents against: (i). payment and/or acceptance, or (ii). other terms and conditions
 - h. charges to be collected, indicating whether they may be waived or not.
 - i. interest to be collected, if applicable, indicating whether it may be waived or not, including: (i). rate of interest, (ii). interest period, (iii). basis of calculation (for example 360 or 365 days in a year) as applicable.
 - j. method of payment and form of payment advice.
 - k. instructions in case of non-payment, non-acceptance and/or noncompliance with other instructions.
- 2.6.4. We will act in good faith and exercise reasonable care when handling the Collection instruction and we will not be liable for any loss, damage, or delay caused by the incomplete or incorrect information stated in the Collection instruction. You agree to indemnify us in respect of any claim, loss, damages, liability, costs, and expenses whatsoever arising from or in connection with any Collection we handle at your request.

2.7. Trade Finance Loan

- 2.7.1. We may agree to provide you, at our sole discretion, the Trade Finance Loan at your request under this Terms and Conditions. You shall provide us all related information and documents at your submission of Application to us or at a later date upon our demand for the purpose of assessment by us.

- 2.7.2. You shall execute relevant documents as required by us including, but not limited to, Finance Documents. You understand and agree that each Trade Finance Loan that we provide to you is subject to further terms and conditions as set forth in the Finance Documents.
- 2.8. We may add, amend, suspend, or cancel the provision of any service under the Trade Finance Products and Services at any time by providing you a prior notice.
- 2.9. You agree that, upon our receipt of your Application, we have the right to act on your request or reject the Application with no obligation to provide you any reason for such refusal, provided that a notice on rejection will be served on you.
- 2.10. At your request, we may agree or reject to amend any Trade Finance Products and Services provided by us, at our absolute discretion and in accordance with this Terms and Conditions, provided that a notice on such rejection will be served on you. In all cases of the amendment of any Trade Finance Products and Services, we reserve the right to charge the additional Fees and Charges and other Costs and Expenses as stated in the below Clause 3 and this Terms and Conditions shall automatically apply.
- 2.11. You confirm that you are fully understand and agree to accept all risks associated with the Trade Finance Products and Services. You will be solely responsible for managing such risks at your own efforts. You acknowledge and agree that any information or financial service provided by us that is intended to assist you in managing the inherent additional risks does not and will not represent an attempt by us to act in any form of advisory or managerial capacity to you.
- 2.12. Upon receipt of your Application, you irrevocably and unconditionally authorize us:
- a. to access the bank account(s) as designated in the Application and your other bank accounts opened and maintained with us;
 - b. to disclose to the service provider or any other third party of any or all of your information in our possession, including the personal data, as may be required by them in order to enable us to provide you the requested Trade Finance Products and Services;
 - c. to record the related transaction's details on our records and you agree that all records generated by the transaction arising out of the provision of the Trade Finance Products and Services, including the time when the transaction is recorded, and such record shall be conclusive proof of the genuineness and accuracy of the transaction; and
 - d. to do all acts deemed necessary to ensure our provision of the Trade Finance Products and Services to you.
- 2.13. We may provide any Trade Finance Products and Services through our correspondent bank and such Trade Finance Products and Services shall be construed as provided under this Terms and Conditions. Under any circumstances, we will not be liable for any damage caused to you due to the insolvency or any other failure of the correspondent bank in performing its obligations in relation to the Trade Finance Products and Services.
- 2.14. We have the right to provide any Trade Finance Products and Services without enquiry of:
- a. the authenticity of any request or application for the provision of the Trade Finance Products and Services purporting to be signed by an Authorized Representative or made by fax or email or other electronic mean of communication; or
 - b. whether the authority of each Authorized Representative has not been revoked or curtailed unless we have received and acted upon a notice in writing to the contrary, duly signed by you or on your behalf.
- 2.15. Any communication related to each Trade Finance Products and Services may be sent by letter, fax, SWIFT, email, or other electronic mean of communication or other mean of communication at our sole discretion.

3. FEES AND CHARGES, OTHER COSTS AND EXPENSES, AND PAYMENT UNDER TRADE FINANCE PRODUCTS AND SERVICES

3.1. **Fees and Charges**

- 3.1.1. You shall pay fees and charges to us as notified by us for our provision of any Trade Finance Products and Services under this Terms and Conditions, hereinafter referred to as "**Fees and Charges**". The Fees and Charges is subject to change or amendment by us at our sole discretion, provided that a prior notice will be served on you through our available means of communication.
- 3.1.2. You agree further to pay or reimburse us on demand, other fees, costs and expenses incurred in connection with the Trade Finance Products and Services provided by us, its respective amendment(s), negotiation, preparation, extension, alteration (as the case may be), including, but not limited to, all relevant applicable taxes, registration fee, contingent expense, legal fee, evaluation fee, insurance premium, other fees related to security interest, and enforcement of this Terms and Conditions ("**Costs and Expenses**"). In event that the cost for maintaining or handling or processing the Trade Finance Products and Services is increased as we need to comply with the law or regulation (the "**Increased Costs**"), you are obliged to pay us such Increased Costs upon demand.

3.2. **Payment under Trade Finance Products and Services**

- 3.2.1. You unconditionally and irrevocably authorize us to make any payment upon our receipt of a complying Presentation or Demand to the Beneficiary under any Trade Finance Products and Services in the currency and according to the terms as stated in each respective Trade Finance Products and Services without conducting any investigation or making reference to other authority from you or requiring evidence that any amount is or was due from you under the Underlying Contract, and despite you disputing the validity of any demand or the expiry date of such Trade Finance Products and Services.
- 3.2.2. If, on the date on which a payment is to be made under any Trade Finance Products and Services, we are unable to make payment in the currency as specified in such Trade Finance Products and Services due to an impediment beyond our control or it is illegal under the law of the place for payment to make payment in the specified currency, we shall make payment in the currency of the place for payment even if the Trade Finance Products and Services indicates that payment can only be made in the currency specified in Trade Finance Products and Services. In which case, the Beneficiary is deemed to agree with and to accept the payment made in such permitted currency. You understand and accept all risks arising out of or in connection with the using of one currency in the Trade Finance Products and Services where your receivables or payables are in another currency, including, but not limited to, currency fluctuations. You further agree that in relation to cross currency payment, we have the right to apply the applicable exchange rate at the time the payment is made.
- 3.2.3. You irrevocably agree that such Presentation or Demand presented to us or our correspondent bank are deemed to be acceptable by us or our correspondent bank shall be binding on you and shall be valid and final evidence that we or our correspondent bank will pay under the Trade Finance Products and Services provided by us.
- 3.2.4. In event that that we made the payment due and payable to the Beneficiary under the Trade Finance Products and Services, you shall reimburse us the amount that we paid to the Beneficiary and all costs, expenses, and damages incurred by us together with all costs of any court or legal proceedings within Cambodia or in any other countries in connection with the Trade Finance Products and Services.

3.3. You understand and agree that all payments due and payable to us by you shall be made in full and net from all applicable tax. In case that we are obliged to withhold any applicable withholding tax in relation to the Trade Finance Products and Services, you shall unconditionally repay us the due and payable tax amount upon demand.

3.4. You ensure that you have sufficient balance in you Designated Account(s) or Account(s) to make payment to the Beneficiary upon complying Presentation or Demand and to pay our Fees and Charges, other Costs and Expenses and the Increased Costs. You unconditionally and irrevocably authorize us to debit your Designated Account(s) with no obligation to obtain

additional consent or to provide further notice to you or without the need for us to receive disbursement notice from you in case where you use credit line from us to obtain Trade Finance Products and Services for making the payment to the Beneficiary and for all of our Fees and Charges, the Costs and Expenses and the Increased Costs. In case of insufficient funds in the Designated Account(s) for such payment due, you unconditionally and irrevocably authorize us to debit from any or all of your Account(s) stand in credit or we may break your term deposit account or convert any amount denominated in one currency to another currency at the applicable exchange rate with no obligation to obtain additional consent or to provide further notice to you or we may cancel or reject to process any transaction requested by you under the Trade Finance Products and Services. In such a case, you understand and agree that we shall not be responsible for any loss or damage occurred due to such cancellation or rejection. In all cases, you agree to reimburse us for all payments we made on your behalf together with all associated costs we may suffer or incur under or in connection with the Trade Finance Products and Services.

- 3.5. **Set Off:** At any time after you fail to pay us any sum due and payable to us, you unconditionally and irrevocably grant us the right of set off for the sum owed to us under the provided Trade Finance Products and Services against all deposits, credits, collateral, now or hereafter in our possession, custody, safekeeping, or control in transit to any of them without demand or notice. Our rights under this Clause are exercisable between any two or more accounts and even though any of your accounts are held by you together with any other person or are with different branches of us.

4. SECURITY

- 4.1. As required by us, you shall provide us the security property and additional security property to secure all payments you owe to us including, but not limited to, Fees and Charges, other Costs and Expenses and the Increased Costs until we have been fully released and discharged from our undertaking under any Trade Finance Products and Services by virtue of execution of the security documents. The collateral can be your bank account(s) and/or the bank account(s) of any third party opened and maintained with us or any other movable property owned by you or any third party or a credit line approved by us under which the Trade Finance Products and Services is provided.

5. OUR LIMITATION OF LIABILITY

- 5.1. Our total aggregate liability, whether arising from any breach, tort (including negligence) or otherwise, under or in connection with this Terms and Conditions, shall in no event exceed the total Fees and Charges and other costs and expenses paid to us under this Terms and Conditions. We will not be liable for any loss of profit, loss of revenue, loss of business opportunity, or damage to goodwill or indirect, consequential, or special loss or damage.
- 5.2. We shall have no liability for any act or omission in relation to the provision of the Trade Finance Products and Services that was made in good faith and in accordance with the applicable laws and regulations and the practice of the international standard in the same industry.
- 5.3. Our provision of any of the Trade Finance Products and Services under this Terms and Conditions is completely independent from your relationship established under the Underlying Contract and we deal only with documents and not with goods, services, or performance to which the documents may relate.
- 5.4. You understand and agree that all instructions and correspondence relating to any provided Trade Finance Product and Service will be sent at your own risk.
- 5.5. We, our correspondent bank, and/or agents, shall not be liable or responsible for:
- 5.5.1. The effectiveness of the documents which include, but not limited to the following:
- a. the form, sufficiency, accuracy, genuineness, falsification, or legal effect of any signature or document presented to us;

- b. the general or particular statements made in, or superimposed on, any document presented to us;
 - c. the description, quantity, weight, quality, condition, packing, delivery, value or existence of the goods, services or other performance or data represented by or referred to in any document presented to us;
 - d. the good faith, acts, omissions, solvency, performance or standing of any person issuing or referred to in any other capacity in any document presented to us.
- 5.5.2. Documents or items in our possession;
- 5.5.3. the consequences of any error, omission, delay, failure, loss in transit, error in translation, variation, damage, mutilation, interruption, or other error arising in the transmission or delivery or otherwise of any message, letter, document, drafts, or payments made or received by mail, fax, email, SWIFT or otherwise in connection with the Trade Finance Products and Services or other communication.
- 5.5.4. our usage of the services of another party for the purpose of giving effect to your instruction or request.
- 5.5.5. the existence, character, description, quality, quantity, weight, condition, packing, value, or delivery of goods purporting to be represented by the relative documents.
- 5.5.6. any difference in character, description, quality, quantity, weight, condition, or value of goods from that expressed in such documents.
- 5.5.7. the time, place, order, or manner in which shipment is made, partial, incomplete shipment or failure or omission to ship any or all goods.
- 5.5.8. the character, adequacy, validity or genuineness of any insurance, the solvency or responsibility of any insurer, or any other risk connected with insurance.
- 5.5.9. any deviation from instructions, delay, default or fraud by the shipper or anyone else in connection with goods or the shipping thereof.
- 5.5.10. the solvency, responsibility, or relationship to the goods of any party issuing any documents in connection with the goods.
- 5.5.11. delay in the arrival or failure to arrive of any or all of the goods or any of the documents relating thereto or delay in giving or failure to give notice of arrival or any other notice.
- 5.5.12. any breach of contract between any shippers or vendors or you.
- 5.5.13. failure of any Bill of Exchange to bear any reference or adequate reference to the relevant LC/SBLC, or failure of documents to accompany any Bill of Exchange at negotiation, or failure of any person to send documents apart from the Bill of Exchange are required by the terms of the LC/SBLC or failure of any person to note the amount of any Bill of Exchange on the reverse of a LC/SBLC or to surrender or take up a LC/SBLC.
- 5.6. For avoidance of doubt, we and our agents will not be liable for any costs arising from:
- 5.6.1. us acting in accordance with applicable Regulations;
 - 5.6.2. us acting in accordance with the agreements we have with other financial institutions regarding the business dealings with those institutions, notwithstanding that you may have given instructions to the contrary; or
 - 5.6.3. things beyond the control of us or our agents, including any act, omission, or default on the part of any Correspondent Bank, Collecting Bank, or settlement bank.
- 5.7. You agree that it is your sole responsibility to:
- 5.7.1. ensure clarity, enforceability or effectiveness of any terms or requirements incorporated in the Trade Finance Products and Services; and
 - 5.7.2. comply with all applicable laws and regulations regarding the Underlying Contract to which the Trade Finance Products and Services relates and obtain all necessary documents and approvals from any governmental or regulatory bodies and produce such documents or approvals to us upon request. We are not responsible for advising and has no duty whatsoever to advise you on such issue. We shall not be liable to you for any direct, indirect, special, or consequential loss or damage, costs, expenses, or other claims for compensation whatsoever which may arise out of such issues.

- 5.8. You agree that we have no liability to pay you or if already paid, you will refund on demand and on a full recourse basis, the amount paid by us plus interest, Fees and Charges and any other associate costs and expenses we suffer or incur, if:
- a. there is a fraud, illegality, or unauthorised act committed by any person (other than us) in connection with the Trade Finance Products and Services; or
 - b. there is any non-payment to us by any person or we are required to reimburse any person for monies received by us, in connection with the Trade Finance Products and Services because of:
 - i. a commercial dispute between you and any other person; or
 - ii. any injunction, stop payment order or other court order (whether or not subsequently discharged).

You shall notify us in writing if you are aware of the occurrence of any of such circumstance as described above or aware that such circumstance has occurred or is likely to occur and the details of the circumstance.

- 5.9. You agree that we are not responsible to investigate the correctness of any instruction received by us or to investigate the authenticity of any signature or authorization (electronic or otherwise) appearing upon any such instruction or that any signatory or authorizer possesses any title, office, or position which in such instruction s/he claims or purports to possess.
- 5.10. We are not liable for the provision any Trade Finance Products and Services which may be interrupted, prevented, delayed, or otherwise adversely affected, either in whole or in part, by any applicable laws or regulations.

6. INDEMNIFICATION

- 6.1. You agree to indemnify, pay on our demand, and hold us, our correspondent bank, our agents, employees and directors harmless from and against any suits or the legal actions and all losses, claims, liabilities, damages, costs and expenses, fines, penalties including attorney's fees, directly or indirectly arising from or in connection with the provision of the Trade Finance Products and Services, our compliance with your instructions or your purported instructions in relation to any Trade Finance Products and Services, your use of the Trade Finance Products and Services, your provision of information, and documents relevant to the Trade Finance Products and Services, your representations and warranties and your breach of any term of this Terms and Conditions or trade finance document or applicable laws and regulations.
- 6.2. Each indemnity under this Terms and Conditions shall be a continuing obligation, separate and independent from your other obligations and will survive the termination or completion of any Trade Finance Products and Services.

7. GENERAL PROVISIONS

- 7.1. **Anti-Money Laundering, Combating Against Financing of Terrorism, and Sanction**
- 7.1.1. Notwithstanding any other provisions contained in this Terms and Conditions to the contrary, we are not obliged to do or omit to do anything if it would, or might in our reasonable opinion, constitute a breach of any applicable laws and regulations on anti-money laundering, combating the financing of terrorism or economic or trade sanctions laws or regulations applicable to us.
- 7.1.2. You must promptly provide to us all information and documents that are within your possession, custody or control reasonably required by us for us to properly comply with any applicable laws and regulations on anti-money laundering, combating the financing of terrorism or economic or trade sanctions laws or regulations applicable to us.
- 7.1.3. You agree to exercise your rights and perform your obligations under this Terms and Conditions for Trade Finance Products and Services in accordance with all applicable laws and regulations on anti-money laundering, combating the financing of terrorism or economic or trade sanctions laws or regulations applicable to us.
- 7.1.4. You declare that you are acting on your own behalf and not in a trustee or agency capacity, unless otherwise clearly and explicitly disclosed to us.

7.2. Representations and Warranties

- 7.2.1. During your request and usage of any of our Trade Finance Products and Services under this Terms and Conditions, you represent and warrant to us that:
- a. you are a duly incorporated company under the laws of Cambodia or any foreign country and has the power to carry on its business as it is being conducted;
 - b. you have complied and will comply with all applicable laws and regulations related to goods, services, Trade Finance Products and Services and other relevant laws and regulations;
 - c. you have full power and capacity to execute and perform your obligations under this Terms and Conditions;
 - d. you have taken all necessary action and obtained all required authorizations from all the members of the Board of Directors and/or Shareholders to enable you to entry into, execute, deliver, and perform your obligations and the contemplated transactions under this Terms and Conditions and all such authorizations are in full force and effect;
 - e. the performance of your obligations under this Terms and Conditions will not in conflict with any law or regulation or any agreement or arrangement of instrument binding upon you or any of your asset;
 - f. all the information and document provided to us by you are valid, true, correct and accurate with no defect;
 - g. you will not use the Trade Finance Products and Services for any purpose that is unlawful or is unpermitted, expressly, or implicitly, by this Terms and Conditions or by any applicable laws or regulations; and
 - h. you will act in good faith on any and every transaction or instruction or act received by us and/or or with which you are involved and in the utilization of the Trade Finance Products and Services.

7.3. Confidentiality and Disclosure

- 7.3.1. We will not disclose your personal information, account detail or account transactions, transaction detail to any person without your written consent, unless permitted/required by the laws or there is an instruction from the supervisory authority or other competent authority or competent court.
- 7.3.2. Notwithstanding the language stated in Clause 7.3.1, and to the extent not prohibited by the applicable law, we may transfer and/or disclose any information including your personal information and/or any other information about you or Trade Finance Products and Services or any person connected in anyway with the Trade Finance Products and Services held by us to our correspondent banks, agents, branches, subsidiaries, representative offices, affiliates, representatives, auditors, employees, service providers, other third parties selected by us, any other financial institution, regulatory, or other body for confidential use in connection with the Trade Finance Products and Services.
- 7.3.3. We are not liable for the confidentiality or security of the messages whether personal or otherwise transmitted during our provision of Trade Finance Products and Services, and performance of the system or network which causes any loses or damages to you or any person in relation to such provision.

7.4. Notice

- 7.4.1. Any notice required or permitted to be given shall be deemed to have been properly given to us, the Beneficiary, or you if delivered personally to the recipient's official address. The detailed contact to which notices shall be sent shall be specified in the Application for each Trade Finance Products and Services.
- 7.4.2. A notice shall be deemed to have been served as follows:
- a. if personally delivered, at the time of delivery;
 - b. if couriered, at the time of delivery;
 - c. if sent by prepaid registered post, five (05) calendar days after posting and in proving the same, it shall be sufficient to show that the envelope containing the same was duly addressed, stamped, and posted; or

- d. If sent by facsimile, upon receipt by the sender of the transmission slip confirming the successful transmission of the notice.
 - e. If sent by email, at the time of dispatch and only if the sender does not receive an e-mail delivery failure message.
- 7.4.3. You shall promptly notify us of any changes to your detailed contact information and payment details. Until the notification of such changes, all the actions performed by us based on previous contact details provided to us shall be considered as proper and shall be counted as performance of our obligations hereunder.
- 7.5. **Force Majeure:** In case of Force Majeure, we assume no liability or responsibility for the consequences arising out of the interruption of our business by the Force Majeure Event. We will not, upon resumption of our business, honour any Trade Finance Products and Services that expired during such interruption of our business.
- 7.6. **Amendments:** We may make any amendment of any provision in this Terms and Conditions at any time as it may deem fit, provided that a prior notice is given to you through our available means of communication. Such amendment(s) will be effective from on the date specified in the notice. You agree that if you continue to use any service under the Trade Finance Products and Services after we notified you of any change thereof, you thereby accept the change(s) to such terms and agree to be bound by the Terms and Conditions, as amended.
- 7.7. **Customer's Complaint Handling:** In case that you have any concern, or any complaint related to the use of the Trade Finance Products and Services, you can contact our Call Centre through the hotline number: **1800 20 8888** to seek clarification or file the complaint with us. In such a case, you are required to provide all relevant information to us and attach all supporting documents with the complaint. With our best effort, we will resolve the complaint in accordance with the relevant policies, operating procedures, and our internal guidelines.
- 7.8. **Waivers:** No forbearance, negligence, or waiver by us in the exercise or enforcement of any right or remedy arising from any of this Terms and Conditions will prejudice our right thereafter to strictly enforce the same. No waiver by us will be effective unless it is in writing.
- 7.9. **Severability:** If any provision in this Terms and Conditions is found to be unenforceable, invalid, or illegal, such provision will be deemed to be deleted and the remainder of this Terms and Conditions shall continue to be in full force and effect.
- 7.10. **Assignment:** We may, with any prior notice to you, at our own discretion assign the whole or any part of our rights and obligations under this Terms and Conditions or any Trade Finance Products and Services provided by us to any person at our choice. You cannot assign the whole or any part of your rights and obligations under this Terms and Conditions or any Trade Finance Products and Services provided by us in whole or in part to any person, without our prior written consent.
- 7.11. **Governing Law and Jurisdiction:** This Terms and Conditions shall be governed by and construed in accordance with the applicable law of Cambodia. Any dispute arising out of or in connection with this Terms and Conditions ("**Dispute**") shall be resolved by amicably negotiation between you and Prince Bank within a reasonable period as determined by Prince Bank ("**Dispute Resolution Period**"). If the Dispute cannot be resolved within the Dispute Resolution Period, the Dispute shall be referred to the competent court of the Kingdom of Cambodia.

ANNEX I: TRADE FINANCE PRODUCTS AND SERVICES AND FEES AND CHARGES

Trade Finance Products and Services	Fee & charges
Export Letter of Credit	
Advising	USD 40
Advising on the Amendment	USD 20
Documents Examination	0.18% (Min. USD 50)
Courier Fee	Varies (USD 50)
Import Letter of Credit	
Issuance Fee (under Cash & Credit Limit)	0.1% p.m (Min. USD 20 p.m) Plus cable fee USD 30
Amendment of Amount and Validity	0.1% p.m (Min. USD 20 p.m) Plus cable fee USD 30
All Other Amendments	USD 50 Flat
Cancellation Fee	USD 50 Flat
Acceptance (Usance Bill)	0.1% p.m (Min. USD 20 p.m)
Settlement Fee	USD 30 Flat
Reimbursement Fee	USD 40 (Deducted from Proceeds)
Discrepancies Fee	USD 50 (Deducted from Proceeds) Plus cable fee USD 20
Export Documentary Collection	
Collection Fee	0.1% (Min USD 40)
Courier Fee	Varies
Import Documentary Collection	
Collection Fee	0.1% (Min USD 40)
Collection Settlement Fee	USD 30
Bank Guarantee / Standby Letter of Credit	
Advising	USD 40
Advising Amendment	USD 20
Issuance Fee	0.1% p.m (Min. USD 20 p.m)
Amendment of amount and Validity	0.1% p.m (Min. USD 20 p.m)
All other Guarantee amendments	USD 30 Flat
Cancellation Fee	USD 50 Flat
Claim Commission	0.1% (Min. USD 100)
Shipping Guarantee under Letter of Credit	0.1% p.m (Min. 50 p.m)