

## EBLConnect- Access Setup Form

### 1. DEFINITIONS AND INTERPRETATIONS:

- a. "Application Form" or "Form" means this form or any other associated form, which constitutes binding contract/ agreement between the Parties for availing Internet Banking Service.
- b. "EBL" or "Bank" means Eastern Bank PLC.
- c. "Originator" means a business or service concern, i.e. company or firm that maintains bank account and banking relationship with EBL and wishes to avail the Internet Banking Service.
- d. "Associate" means a business or service concern, i.e. company or firm that maintains bank account and banking relationship with EBL and gives Originator entitlement to view and transact on and use the other services available via the respective Internet Banking platform from time to time in Associate Accounts.
- e. "Party" means the Bank or the Originator.
- f. "Checker" means the employee nominated by the Originator who check and confirm the transaction data that are uploaded by the maker.
- g. "Maker" means the employee nominated by the originator who upload transaction data.
- h. "Approver" means the employee nominated by the originator who approve transaction data that are uploaded by maker and checked by checker or uploaded by maker
- i. "Transaction Data" means transaction file either generated by the Originator's system or manually sent by Originator containing the Instruction.
- j. "Portal" or "Payment Portal" means EBL's web-based solution namely Internet Banking Platform to facilitate view mode of MIS and Statements and executing trade transactions in Trade Module.
- k. "Service" means any banking and related services provided and accessed via Internet Banking Platform.
- l. "Terms" mean terms and conditions mentioned herein or any other form for the Service.
- m. "Instruction" means any communication which is receive by the Bank via Internet Banking which has or appears to have been provided by an authorized Representative relating to the Service.
- n. "Banking Day" means a day on which banks are open for business excluding Fridays, Saturdays or any other days as approved by the Government of the people's republic of Bangladesh as weekly holidays for the Banks and all public holidays in Bangladesh.
- o. "Schedule" means any plan, program, timetable, charges or process flow attached to this Application Form or any other Form that may be added for availing the Service from time to time.
- p. "Security Measure" means the procedure and measure, User Guide and/or any other material provided by EBL to the Originator, concerning the security of the Portal.
- q. "Fees" or "Charges" mean the fees or charges which shall be charged by the Bank to the Originator for the use of the Portal, and that may be changed by the Bank from time to time, upon serving notice to the Originator.
- r. "User Guide" means and includes all manuals, guidebooks, processes, relating to the use and operation of the Portal that EBL may provide to the Originator from time to time.
- s. "System Materials" mean any materials, device, and all other necessary documentation (if any) on any media which shall be provided by EBL to the Originator in Connection with the Service, including updates, which will be deemed to be incorporated into and form part of this Application Form.
- t. "Security Credential" means User ID and the Password given by the Bank that shall act as the authorized signature when using the Portal.
- u. "Representative" means a person that the Originator has authorized (either alone or in combination with others) to give instructions and/or otherwise perform acts
- v. "Loss" means any loss, damage, liability, costs, claims, demands and expenses of any kind whether or not foreseeable
- w. "Infrastructure Provider" means any third party providing infrastructure necessary for the Bank to perform its obligations under the terms including any communication, clearing, settlement, payment system, IT service provider or intermediary or corresponding Bank.
- x. "Force Majeure" shall mean any event, situation, catastrophes or Act of God, including but not limited to acts of war, riot, civil commotion, act of state,

strikes, fire, earthquake, flood or by occurrence of any other event beyond the reasonable control of such party hereto.

y. "Legal Tender" means the paper notes and coins issued by Bangladesh Bank or by the Government, and that is legally accepted as a means of payment for goods, services, and to repay debt  
Words importing the singular include the plural and vice versa: words importing persons, firms or corporations include the others of them; words importing one gender include any other gender.

### 2. USE OF SERVICE

2.1 The Originator shall send the Transaction Data to the Bank at least 01 (one) hour before closing transaction period on any Banking Day.

2.2 The Bank will process the Transaction Data electronically without taking further steps. The Bank reserves right to decline or delay to act on an Instruction where it doubts its legality, origination or authorization. In connection with providing the Service to the Originator, EBL will:

a) provide a secured URL, Security Credential (Username and Password) to the email address or any other convenient method to the Originator to perform uploading and approving transactions after completion of registration and thus creating the profile;

b) Assist the Originator, whenever reasonably possible, in the running and smooth functioning of the Portal.

2.3 The Originator agrees to provide Instruction in the form which the Bank has advised it to use and the Bank shall not be obliged to act on an Instruction in any other form. The Bank is entitled to rely on any Instruction made via Portal and the Bank may treat all Instructions received as authorized and valid. The Originator is responsible for setting up its profile on in accordance with its own mandates and internal controls maintaining proper Security Credential. The Bank is not under any obligation to review whether an Instruction conflicts with any other Instruction or mandate of the Originator.

2.4 Maker, and Checker shall be different persons if not otherwise allowed by the originator.

### 3. AVAILABILITY OF THE SERVICE

3.1 The Originator hereby acknowledges and agrees that the provision of the Service and access to Originator's account is dependent upon the availability of communication, processing and function and other facilities of the applicable system. The Bank cannot warrant such availability at all times. The Service may be interrupted due to several technical reason, system down, Force Majeure event and/or other reasons. As the Portal requires uninterrupted internet service, the Bank shall not be liable or responsible if the Originator faces any difficulty or disturbance or loss due to internet problems from it's end.

3.2 The Bank reserves the right to suspend, disconnect, or discontinue the provision of the Service with prior notice to the Originator for carrying out maintenance, upgrades or other works. In such case when the Bank suspends, disconnects or terminates the Service upon the occurrence of any event over which the Bank has no control, including, but not limited to Force Majeure events, the Bank shall not be held accountable or be liable for any loss or inconvenience to the Originator as a result of such suspension, disconnection or termination.

### 4. AUTHORIZATION AND INSTRUCTION

4.1 The Originator irrevocably authorizes the Bank:

(a) To act on all Instructions given via the Portal;

(b) To debit or credit the appropriate account(s) according to the Instruction given via the Portal without requiring to authenticate the Instruction;

4.2 If the Instruction given via the Portal are contrary to these provisions or otherwise, the Bank may, at its discretion, with notice to the Originator and without affecting the other rights of the Bank:

(a) Refuse to execute Instruction;

(b) Reverse transfer made on those Instructions;

(c) Require written confirmation from the Originator with regards to the Instruction; and

(d) Suspend or stop account of the Originator for any period of time.

4.3 Execution of transaction request received by the Portal is subject to the Bank's internal policy, procedures and regulatory guidelines and availability of the fund in the account. The Bank reserves the right to refuse, reverse or hold any transaction request received through this Portal if there is any breach or any other reason whatsoever subject to prior notice to Originator;

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4.4 If the Originator requests the Bank to reverse an Instruction after the Originator has given it, EBL may, at its sole discretion, do so to the extent that this is possible under the rules and regulation of regulatory authority as well as the internal policy of the Bank.

4.5 If the Bank has any reason to believe that an Instruction may not have been duly authorized, it may, after making reasonable inquiries to the Originator, take steps to reverse any action taken on the basis of such Instruction with prior notice to the Originator. The Bank shall not be responsible or liable for any Loss, whether direct or indirect, howsoever arising, caused as a result of such reversal.

4.6 The Bank reserves the right to demand explanation from the Originator regarding any suspicious transaction or on matters pertaining to laws of the country including but not limited to anti-money laundering and anti-terrorism laws;

4.7 The Bank shall not be held liable for any interruption, delays or failure of the Portal, which may result in delays of Service or problems faced by the Originator in connection with or arising from the use of the Portal. If such disruption or problems cause as a result of the misuse of the Portal by the Originator or technical glitches or any Force Majeure event;

4.8 The Bank may change or alter the Service or terminate the whole or any part of the Service, including the name by which it is described, from time to time. The Bank will inform the Originator in case any such change, development, modification, termination of service is initiated.

4.9 The Originator shall not assign or transfer any of its rights and obligations under this Service to any third party without Bank's prior written consent. The Bank reserves right to employ Infrastructure Provider to carry out some of its obligations.

4.10 The Originator shall not perform any Instruction for money laundering or terrorist financing or associated financing.

### 5. RESPONSIBILITIES AND UNDERTAKINGS

5.1 The Originator agrees, confirms and undertakes to:

- a) follow User Guide, Schedule, Security Measures, System Materials with regards to the Portal;
- b) ensure that only its authorized persons have access to and use the Portal for the Service and use all reasonable endeavors to prevent any unauthorized use of the Portal;
- c) take all reasonable and necessary measures to keep its profile, Security Credential strictly confidential;
- d) ensure that the authorized persons of the Originator to use the Portal are competent and possess the necessary skills and have the requisite knowledge and are bound by the obligation of confidentiality of the Originator.
- e) notify the Bank immediately, if it suspects any security breach or unauthorized use of the Portal;
- f) be responsible for the safe custody of any security Materials (i.e. One Time Password device) that may be provided to the Originator upon written request and immediately notify the Bank if any device/items are lost or stolen;
- g) comply with all laws, rules, regulations, regulatory directives, and guidelines applicable to transactions made and to be made via Internet Banking Platform;
- h) ensure that the obligations of the Originator contained herein are legal, valid and enforceable to make this admissible as evidence in court; no further registration, recording, filing or notarization of this Form and no payment of any duty or tax and no other action whatsoever is necessary or desirable to ensure the validity, enforceability or priority in Bangladesh of the liabilities and obligations of the Originator or the rights of the Bank as per the Terms.
- i) strictly comply with all applicable laws, regulations, regulatory directives etc. of Bangladesh including, but not limited to, those related to anti-bribery, anti-corruption, anti-money laundering, Combat Financing to Terrorism (CFT) and anti-terrorism legislations;

5.2 The Originator also acknowledges and confirms that the Security Credential given by EBL shall act as the authorized signature when using the Portal. This

authorizes and validates Instruction given to the Bank via the Portal, and shall be treated in the same manner and have the same effect as an actual signature for availing the Service. Every Instruction that is given using the Portal including, but not limited to, accessing account information, making account transfers, giving transfer related Instructions, paying bills, etc. initiated after entering the correct password shall be deemed to be initiated by the Originator as per approved authority matrix given by the Originator. Any loss or unauthorized transaction, concerning the Originator's account(s) that are incurred because of the Originator's failure to safeguard Security Credentials (such as user name and password) shall

remain the Originator's responsibility and the Bank shall not be held responsible for any Loss incurred as result of this.

5.3 The Originator acknowledges and confirms that the Originator does not own any right in any of the User Guide, System Materials, Security Credentials or any other software or hardware provided by the Bank and that title does not pass on to the Originator. All System Materials are licensed on a non-exclusive, non-transferable basis for use only in relation to the Service specifically mentioned herein and may be subject to third party rights. The Originator will not sell, assign or otherwise transfer any of the System Materials, or share its use with any third party or copy it. The Originator will keep the System Materials and all information relating to the Service secure and confidential and not allow any person to access it other than the authorized Representative of the Originator. The Bank reserves the right to replace, modify or withdraw any System Materials at any time;

5.4 The Originator hereby acknowledges that there may be a reasonable time lag in transmission of Instruction, information or communication and shall not hold the Bank liable for any delays in executing the Instructions so long as the delays are reasonable and justified or depends on any third party (including but not limited to Bangladesh Bank's system for BEFTN & RTGS transaction or like one).

5.5 The Originator hereby acknowledges that the systems used to access the Portal are subject to the same security risks as computers and agrees that it is the Originator's responsibility to maintain top rated and high standard anti-virus and anti-spyware programs on its system.

5.6 In the event that the Originator faces problem with regards to connectivity or other access related difficulties relating to the device being used or network operator, it is the Originator's responsibility to liaise with the concerned service provider and attempt to find a solution to the relevant problem prior to contacting with the Bank.

5.7 The Originator hereby authorizes the Bank to use the Originator's information and account information if so required in executing its obligation and the Bank will take necessary measures to ensure the confidentiality of the information unless:

- a). There are any requirements to disclose the information in any relevant law or regulation or from the government or any supervisory organizations;
- b). It is necessary to disclose the information so as to prevent fraud or misuse;
- c). In order to provide and improve the Services, some of the information must be disclosed according to the decision of the Bank with the consent of the Originator;
- d). to provide related information to authorized organizations according to the laws and court order;

### 5.7 Terms & Conditions for Trade Related Transaction(s)

5.7.1 In particular I/we authorize you to pay in legal tender of the place of payment or in any currency in which the drafts are drawn or if no drafts are called for, in which the credit stipulates at any office of yours or your agents all or any of the said drafts or if no drafts are called for as the credit stipulates together with interest that may be due thereunder or under the terms of the said letter of credit. We further undertake to reimburse you with the amounts required to affect such payments together with interest at such rate as you may be currently charging or as may obtain at the due date or the date of payment, including the cost at the rate of exchange charged by you if currency is acquired and if that be not possible of you, at your option, do not acquire such currency, to reimburse you with the taka cost to you of such payments including interest and commission as aforesaid.

5.7.2 I/We agree to pay on demand your commission which shall be determined by you from time to time on the full amount of the credit.

5.7.3 I/We agree that in the event of legal proceedings the amount due by us to you shall be ascertained by conversion to taka at the rate obtaining on the due date of the Bill or the date of judgement or on the date of actual payment under such judgement as you may direct

5.7.4 I/We hereby authorize you without your having any obligation to us to do so, to acquire on our behalf at such time as you in your absolute discretion think fit sufficient foreign currency for delivery immediately thereafter or at such time as you may in your absolute discretion determine as may be necessary or as may appear necessary to affect such reimbursement as hereinbefore mentioned. If you decide at any time to release such bills, securities or goods to us as you have at that time in your possession subject to the said credit, the rate of exchange applicable to the amount of payment so required is to be at your option as you may determine.

5.7.5 I/As security for the repayment to you of all indebtedness and the discharge by you of all liabilities absolute or contingent which may be now or hereafter may

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be due or owing or become due or owing by us in respect of any transaction now or subsequently entered into between us, including the overmentioned credit we hereby transfer to you all rights and interests that we may acquire in goods and chattels relating to the said credit and when such goods or chattels are at sea or in foreign ports we undertake to do so as soon as possible such further acts as may be necessary to validate such transfer by the Law of the place applicable.

5.7.6 I/We undertake that all goods shall be fully insured against all risks including war risks with insurers approved by you, that the insurance policies shall be assigned to you and that until payment by us of all amounts due to you in respect of the said credit or discharge of all liabilities we may have to you absolute or contingent any insurance moneys payable are to be paid to you forthwith and until so paid shall be held on your behalf. We further authorize you in your discretion in the alternative to effect at our cost such further insurance as you think fit and to compromise any claim arising therefrom or from any insurance herein before described.

5.7.7 I/We acknowledge that all documents or goods pertaining to the said credit at any time held by you or your agents may be regarded as deposited with you or your agents as pledgees in the absence of specific contrary arrangements and that as such you are entitled to sell or otherwise dispose of the said goods or documents in such way and on such terms as you think fit.

5.7.8 We further agree to assign to you our right. in the said goods or chattels as unpaid sellers on your first demand.

5.7.9 I/We agree that you may in your discretion realize any pledge or other security at such time as you may think fit and in particular notwithstanding those drafts relating to the said credit may not have matured

5.7.10 If at any time you are unable to obtain relevant instructions from us you or your agent may in your discretion (Without having any obligation so to do) accept as tendered in lieu of Bills of Lading any documents issued by a carrier (including a lighterage receipt) which acknowledge receipt of goods for transport.

5.7.11 I/We are to be responsible for all risks arising from your acts or of any other person acting or purporting to act on your behalf together with all responsibility for the character, kind, quantity, delivery or existence of the merchandise purporting to be represented by any document and/or for any difference of character quality or quantity of merchandise shipped under this credit from that expressed in any invoice accompanying any of the said drafts and/or for the validity genuineness sufficiency form or correctness of any documents even if such documents should, in fact, prove to be in any or all respects incorrect defective irregular fraudulent or forged and/or for time, place manner or orders in which shipment is made and/or for partial or incomplete shipment and/or for failure or omission to ship any or all the merchandise referred to in the credit and/or for the character, adequacy validity or genuineness of any insurance, or policy or certificate of insurance or the solvency or responsibility of any insurer, or any other risk connected with insurance and/or for any delay, default, fraud, or deviation from instructions of the shipper or anyone else in connection with the merchandise or the shipping or other documents with respect thereto and/or for delay in arrival or failure to arrive either of the merchandise or of any of the said documents and/or for any breach of contract between the shippers or vendors and the undersigned hereby agree not to claim from you damages or hold you in any manner responsible for any delay oversight or mistake or negligence on your part or on the part of any of your agents or sub-agents in issuing the credit or in complying with any instructions of the undersigned or otherwise in relation to the applications of the said credit and the undersigned will hold you harmless from all loss or damage in respect of any such matters and from any and all damage and loss whatsoever suffered by you by reason of any and all action taken by you or your correspondent in good faith in furtherance of your above request or due to errors omissions interruptions or delays in transmission or delivery of any and all messages by mail, cable, telegraph or wireless, whether or not the same be in cypher. If the above instructions require you to establish the credit by cable it is understood that this cable is sent entirely at our risk and that you are not to be held liable either for any mistake or omission which may happen in the transmission of the message, or for its misinterpretation when received, also that in case of incorrect or over-payment by reason of any such error you will hold us responsible for the amount thus paid in excess or otherwise.

5.7.12 We agree to ensure that all necessary export and import authorizations are obtained in respect of the transaction to which the letter of credit relates

5.7.13 We agree to give you on demand any further security you may require and further agree that all the other funds, credit instruments and securities including

proceeds thereof and also all collection items and proceeds thereof, now or hereafter handed to you or left in your possession by us or by any other person for our account or held by them for transit to from you by mail or courier are hereby made security of this obligation.

5.7.14 The receipt by you at any time of other collateral of whatsoever nature shall not be deemed a waiver of any of your rights or powers relating to any collateral which you may hold at the time of receipt.

5.7.15 This obligation is to continue in force notwithstanding any change in the constitution of the undersigned whether arising from the death or retirement of one or more partner or partners or the accession of one or more new partners. or otherwise howsoever.

5.7.16 This letter of credit can be revoked or altered only with consent of all parties interested.

5.7.17 Irrespective of the Port to which Shipment is affected we shall retire the bills on demand of payment.

5.7.18 The documents accepted in connection with the credit may in your sole discretion be those which are generally acceptable in accordance with the law's customs and usages at the place of negotiation.

5.7.19 This agreement will also constitute an agreement between the undersigned and your correspondent whom you employ (as you are at liberty to do) for the purpose and in connection with this letter of credit agreement.

5.7.20 We authorize you to debit our account with (a) the amount of any bill or document paid or negotiated in accordance with the terms of this credit. (b) such sums by way of margin mutually agreed with EBL to be placed in a separate account. (c) your charges in respect of this credit or any amendments and/or extensions to this credit. (d) charges levied by your overseas correspondents and/or agents and (e) payments in respect of premiums to an insurance company nominated by EBL.

5.7.21 It is a term of this letter of credit agreement that it is to be subject to and interpreted in accordance with Bangladeshi Law and that it is to be subject to the exclusive jurisdiction of the Bangladeshi Courts (save and except that you are not thereby to be prevented from commencing proceedings before any other Court.

5.7.22 I/We agree that the address mentioned overleaf shall be an effective address for service in respect of any proceedings commenced in the Bangladeshi Courts as hereinbefore described.

5.7.23 I/We confirm that neither of us, nor any of our subsidiaries, nor any of our or our subsidiary's directors, employees, agents or affiliates, is an individual or entity that is, or is owned or controlled by, persons that are; a) The target or subject of any sanctions administered or enforced by UNSCR, OFAC, EU, UK, Canada, Australia and a Domestic sanction list, b) Located, organized or resident in a country or territory that is or whose government is, the target or subject of sanctions.

5.7.24 I/We agree that we will not, directly or indirectly, use the trade product we are requesting from you in this request; a) To fund any activities or business that is prohibited under Foreign Exchange Regulation Act 1947, The Import and Export Control Act 1950, Import Policy Order and Export Policy of Bangladesh Government, Money Laundering Prevention Act 2012, and Anti-Terrorist Act 2009, b) In any other manner that would result in a violation of local laws, regulations or sanction regulations.

In consideration of your entering into the foregoing Agreement at our request, we guarantee due compliance by the Applicant with the terms of the above letter of credit/agreement to you and to the banks advising, confirming, paying, incurring a deferred payment undertaking, accepting and negotiating drafts there-under and to hold you and the said banks harmless from all loss or damage in respect of any matters and from any and all damage or loss whatsoever suffered by you and the said banks by reason of any action taken under the above letter of credit agreement and agree that our liability shall be unaffected by any release of security or giving time or other Indulgence to the Applicant.

It is a term of this guarantee that it is to be subject to and interpreted in accordance with Bangladeshi Law and that it is to be subject to the exclusive jurisdiction of the Bangladeshi Courts (save and except that you are not thereby to be prevented from commencing proceedings before any other Court).

### 6. LIABILITY AND INDEMNITY

6.1 The Bank shall not be liable to the Originator for any claim arising out of any inconvenience, loss arising directly or indirectly for access to the any account, the unauthorized use of the Portal by the Originator, any interruption, unavailability of Service, transmission of virus, failure to carry out Instruction at the right time or

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any incorrectness, or mistakes in Service, inter-account transfers or errors, deletion of information or system failure that occurs as a result of any malfunction of the software or system of the Originator or transaction reserved under these terms, or breach of confidentiality arising directly or indirectly from any other causes, expense or damages, including but not limited to damages incurred, loss of anticipated profit or other economic loss in connection with the Portal.

6.2 The Originator agrees, understands and undertakes to protect, defend, hold harmless, indemnify and keep the Bank and its shareholders, directors, employees and officers fully indemnified from and against any and all claims, losses, damages, liabilities, obligations, demands, penalties, actions, causes of action, proceedings, judgments, suits, costs and expenses of any kind (including legal costs) and howsoever arising which are imposed or may be imposed on, incurred or that may be incurred, asserted or which may be asserted against, suffered or that may be suffered by the Bank or be required to be paid by reason of or as a result of Bank's compliance with the Originator's use of the Portal and to fully, irrevocably and forever waive, release and discharge and relieve the Bank from any and all claims, obligations and rights whatsoever and howsoever arising, that The Originator may have against the Bank (if any) by reason of or as a result of the Bank's compliance with the Originator's use of the Portal. The indemnities provided herein shall survive the termination of this agreement.

### 7. TERMINATION

7.1 Either Party may terminate this agreement at any time by serving 90 (ninety) days prior written notice to the other;

7.2 Upon termination the Originator shall pay all outstanding Fees and Charges relating to the use of the Portal and the termination will not affect accrued rights and liabilities and the termination shall not, in itself, terminate or affect the relationship of banker and Originator;

7.3 Upon termination, the Originator's license to use the Portal, System Materials and any other device associated with the Portal will terminate automatically and the Originator will return to EBL within 07 (seven) days. The Originator shall allow Authorized Representative of the Bank to visit the Originator's premises during office hours and upon giving prior notice to the Originator to verify or auditing, if necessitates.

7.4 Apart from anything in the above, the Bank may terminate this agreement forthwith by giving notice under the following circumstances:

- If there has been any breach by the Originator or due to circumstances outside the control of the Parties, including but not limited to legal or regulatory changes.
- If any party is dissolved, ceases business or services, or taken over or files a voluntary petition for bankruptcy or if an order is passed pursuant to any law relating to amalgamation, winding up, bankruptcy, insolvency or re-organization.
- Any other reason, which in discretion of the Bank, is threat to the name, fame, goodwill, business and service of the Bank.

### 8. FEES & CHARGES

The Originator shall pay to the Bank such fees, costs, charges, interest and expenses in connection with the Portal as stipulated by or agreed with the Bank in accordance with the terms and conditions applicable to the services. Fees and charges will be communicated either by official letter, mail or published in the website. Fees and charges are subject to change from time to time at Bank's sole discretion. The Originator shall be regarded as accepting the new fee, tariff if it continues to use the Service after changes has been published on the Bank's website or notified to the Originator by email or other mode of communication convenient to the Bank. All taxes, duties and tariffs levied by any relevant authority, or any other payable to the government (if any) shall be debited from the account of the Originator in accordance with the applicable Tax and VAT laws of Bangladesh.

### 9. AMENDMENT

The Bank may make amendments to the terms and conditions, which will become effective after providing notice to the Originator. Any such notice may be given to the Originator in writing or by publishing such amendments on its website or web link or other mode of communication convenient to the Bank at its own discretion. However, the Bank may, in exceptional circumstances, make amendments to the terms and conditions at any time in order to comply with laws, rules, regulations, directives, guidelines, policies or circular, which will become effective immediately on notice to the Originator. The Originator further agrees, acknowledge and undertakes that, in the event of any changes being communicated to me/us the Bank is not obliged to obtain my/our signature for receipt of such communication.

### 10. RESOLUTION OF DISPUTE

The Parties will use reasonable efforts to resolve expeditiously any differences, disagreements, disputes, controversies or claims (whether arising in contract or otherwise) that may arise out of or relate to, or arise under or in connection with, this Service (a "Dispute") on a mutually acceptable, negotiated basis. Any Party involved in a dispute may deliver a notice (an "Escalation Notice") demanding an in-person meeting with the authorized Representative of each party who shall use their reasonable efforts to meet within 30 (thirty) days of the Escalation at Bank's premises or any other place as agreed. In the event the parties cannot solve the dispute with the process of Escalation Notice, the Parties shall refer to Courts in Bangladesh having the requisite jurisdiction. No proceedings for legal actions shall be initiated until and unless the Party so aggrieved has issued a notice in writing to the other Party calling upon him to rectify the alleged breach or otherwise. The Party shall give at least 07 (seven) days' notice to the other Party to reply or to take corrective actions before initiating the proceedings.

### 11. WAIVER

No failure or delay by the Originator in exercising any right, power, or remedy shall operate as a waiver thereof or otherwise impair any of its rights, powers, or remedies. No single or partial exercise of any such right shall preclude any other or further exercise thereof or the exercise of any other legal right. No waiver of any such right shall be effective unless notice is given in writing.

### 12. SEVERABILITY AND BINDING EFFECT

12.1 If any Term is determined to be illegal, invalid, frustrated or unenforceable, for any reason, then, insofar as is practical and feasible, the remaining portions shall be deemed to be in full force and effect as if such invalid portions were not contained herein.

12.2 This Form together with any Schedule either added or to be added constitute one and the same legally binding instrument and the entire agreement between the Originator and the Bank with respect to the subject matter hereof, and supersedes all prior offers, representations and understandings made to or with the Originator, whether oral or written, relating to the subject matter hereof.

### 13. NOTICE & COMMUNICATION

All notices between the Parties under this Service shall be in English language by letter signed by authorized Representative of the sending Party by emailing immediately confirming the same. Any other requests or communications in respect of the use of Portal will be made with banking hour on any Banking Day.

### 14. REGULATORY COMPLIANCE

The operation of this Service or terms and conditions of this form shall be construed in compatible with relevant internal policy of the Bank and instructions, circulars, regulations and directives from Bangladesh Bank issued time to time, which shall automatically be deemed as integral part and taken precedence over the terms of this terms in case of conflicts. The Parties also agree to adhere to all and laws, instructions, circulars, regulations and directives governing the operation under this Agreement accordingly. Any default of this undertaking by either Party may give rise to, amongst other actions, immediate cause for Termination.

### 15. FORCE MAJEURE/TECHNICAL GLITCHES

Notwithstanding anything to the contrary contained herein, nothing herein shall apply if the Bank is prevented from discharging any or its entire obligation herein or otherwise due to any cause arising out of or related to Force Majeure event or technical glitches or for any reasons beyond the reasonable control of the Bank.

### 16. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

16.1 All Confidential Information of each Party shall be considered to be the trade secrets of each Party and they shall be entitled to all protections given by the law of trade secrets.

16.2 This Agreement and related contents are confidential and neither Party shall disclose the contents either in full or in part to any Third Party either in hard or soft format without the prior written approval from the other Party.

16.3 The Parties covenant and agree to keep confidential and secret, whether stated to be confidential or not, all verbal and written communications and all other information that the Parties came to know pursuant to the relationship created by this Agreement.

16.4 The Parties shall not use or disclose to any person, firm, corporation or other business entity any Confidential Information, and shall not in any other way publicly or privately disseminate any Confidential Information, and shall not help anyone else to do any of the foregoing.

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16.5 The liabilities of the Parties under this Confidentiality clause shall remain valid and effective for one (01) year, upon the expiration or termination of this Agreement.

17. GOVERNING LAW  
This terms and conditions shall be governed by and constructed in accordance with, laws of Bangladesh.

I/We have carefully read, understand and agree to abide by the terms and conditions governing Internet Banking.

Primary Signatory	Secondary Signatory (if any)