

BanKey Application Form

Organization

Organization Name*		CR Number*	
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Accounts and Access Details

Accounts to be onboarded*: All ☐ Below listed accounts only ☐

Sl. No	Account Number	Sl. No	Account Number	Sl. No	Account Number
A/c 1		A/c 4		A/c 7	
A/c 2		A/c 5		A/c 8	
A/c 3		A/c 6		A/c 9	

* Mandatory information.

Access to CrediMax Merchant Statement ☐

Sl. No	Corporate Credit Card Number	Sl. No	Corporate Credit Card Number	Sl. No	Corporate Credit Card Number
Card 1		Card 3		Card 5	
Card 2		Card 4		Card 6	

Access to CrediMax Merchant Statements ☐ CrediMax Merchant ID

Access to Other Bank Account Statements ☐

Bank SWIFT Code	IBAN Number	Bank SWIFT Code	IBAN Number

Please authorise the above bank to send the SWIFT statement to BBK

Authorised Contact Person Details (to receive Notifications)

Name		Mobile Number	
Email			

Auto Authorisation Allowed: Yes ☐ No ☐

(for Single Person Company only)

By signing below, we confirm that the information herein is correct and valid at the time of submission. We acknowledge that we have read, understood, accepted and agreed to be bound by terms and conditions governing use of BBK BanKey. Additionally, we fully understood the purposes for which BBK collects and retains our information, and provide consent to BBK to collect, retain, process, and transfer this information for service provisioning, record keeping, and compliance purposes.

Authorised Signatory

Authorised Signatory

User Maintenance

Name*	<input type="text"/>	Select:	New <input type="checkbox"/>	Modify <input type="checkbox"/>	Delete <input type="checkbox"/>	View only <input type="checkbox"/>
CPR / ID No*	<input type="text"/>	User Type:	Maker <input type="checkbox"/>	Approver <input type="checkbox"/>	Releaser <input type="checkbox"/>	
Mobile*	<input type="text"/>	Products:	All Payments <input type="checkbox"/>	Only Payroll <input type="checkbox"/>		
	<input type="text"/>	Access to Accounts:	All <input type="checkbox"/>	Specific <input type="text"/>		
Email*	<input type="text"/>	Access to Cards:	All <input type="checkbox"/>	Specific <input type="text"/>		
		External Account Statements	<input type="checkbox"/>			
		Trade Finance portal access:	Yes <input type="checkbox"/>	No <input type="checkbox"/>		
		User type:	Maker <input type="checkbox"/>	Approver <input type="checkbox"/>	View only <input type="checkbox"/>	

* Mandatory information. Attach copy of a valid ID

Name*	<input type="text"/>	Select:	New <input type="checkbox"/>	Modify <input type="checkbox"/>	Delete <input type="checkbox"/>	View only <input type="checkbox"/>
CPR / ID No*	<input type="text"/>	User Type:	Maker <input type="checkbox"/>	Approver <input type="checkbox"/>	Releaser <input type="checkbox"/>	
Mobile*	<input type="text"/>	Products:	All Payments <input type="checkbox"/>	Only Payroll <input type="checkbox"/>		
	<input type="text"/>	Access to Accounts:	All <input type="checkbox"/>	Specific <input type="text"/>		
Email*	<input type="text"/>	Access to Cards:	All <input type="checkbox"/>	Specific <input type="text"/>		
		External Account Statements	<input type="checkbox"/>			
		Trade Finance portal access:	Yes <input type="checkbox"/>	No <input type="checkbox"/>		
		User type:	Maker <input type="checkbox"/>	Approver <input type="checkbox"/>	View only <input type="checkbox"/>	

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Name*	<input type="text"/>	Select:	New <input type="checkbox"/>	Modify <input type="checkbox"/>	Delete <input type="checkbox"/>	View only <input type="checkbox"/>
CPR / ID No*	<input type="text"/>	User Type:	Maker <input type="checkbox"/>	Approver <input type="checkbox"/>	Releaser <input type="checkbox"/>	
Mobile*	<input type="text"/>	Products:	All Payments <input type="checkbox"/>	Only Payroll <input type="checkbox"/>		
	<input type="text"/>	Access to Accounts:	All <input type="checkbox"/>	Specific <input type="text"/>		
Email*	<input type="text"/>	Access to Cards:	All <input type="checkbox"/>	Specific <input type="text"/>		
		External Account Statements	<input type="checkbox"/>			
		Trade Finance portal access:	Yes <input type="checkbox"/>	No <input type="checkbox"/>		
		User type:	Maker <input type="checkbox"/>	Approver <input type="checkbox"/>	View only <input type="checkbox"/>	

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Name*	<input type="text"/>	Select:	New <input type="checkbox"/>	Modify <input type="checkbox"/>	Delete <input type="checkbox"/>	View only <input type="checkbox"/>
CPR / ID No*	<input type="text"/>	User Type:	Maker <input type="checkbox"/>	Approver <input type="checkbox"/>	Releaser <input type="checkbox"/>	
Mobile*	<input type="text"/>	Products:	All Payments <input type="checkbox"/>	Only Payroll <input type="checkbox"/>		
	<input type="text"/>	Access to Accounts:	All <input type="checkbox"/>	Specific <input type="text"/>		
Email*	<input type="text"/>	Access to Cards:	All <input type="checkbox"/>	Specific <input type="text"/>		
		External Account Statements	<input type="checkbox"/>			
		Trade Finance portal access:	Yes <input type="checkbox"/>	No <input type="checkbox"/>		
		User type:	Maker <input type="checkbox"/>	Approver <input type="checkbox"/>	View only <input type="checkbox"/>	

* Mandatory information. Attach copy of a valid ID

By signing below, we confirm that the information herein is correct and valid at the time of submission. We acknowledge that we have read, understood, accepted and agreed to be bound by terms and conditions governing use of BBK BanKey. Additionally, we fully understood the purposes for which BBK collects and retains our information, and provide consent to BBK to collect, retain, process, and transfer this information for service provisioning, record keeping, and compliance purposes in accordance with BBK Privacy Policy available on www.bbkonline.com. We have in addition adequately informed our staff and any other relevant individuals in which their Personal Data will be Processed by BanKey about the sharing of their Personal Data with BBK and obtained any necessary consent as required by applicable laws. We hereby authorise access to the above user/s on BBK BanKey. We understand and acknowledge that user login credentials will be sent electronically to the email and mobiles for the above users.

Authorised Signatory

Authorised Signatory

Guidelines on filling BanKey Application

- The forms should be signed by the **Authorized Signatory(ies) only**.
- BBK BanKey Agreement (Terms & Conditions) should be signed by the **Authorized Signatory(ies) only**.
- The signed forms and agreement should be submitted in **original** at any BBK Branch, Financial Mall or at the BBK Head- office.
- Mandatory information to be provided under User Maintenance section:
 - Full Name for each user
 - Mobile Number (password will be sent to this mobile)
 - Email (user login credentials will be sent to this email)
 - User Type – select at least one
 - Maker – the user can create a payment transaction / upload a payment file
 - Approver – this user should be a signatory on the account to approve the transaction
 - Releaser – this user will be able to submit the payment to the bank after it is approved by all the signatories.
 - View Only – this user will have access only to view account statements.
- Attach a valid photo for each user.
- Attach a valid CR (Company Registration Certificate) copy.

Please contact our support centre on 1720 7772 if you need assistance in filling the application

BanKey Access Terms and Conditions

You must carefully read these terms and conditions before using BBK BanKey, our corporate internet banking services. By signing this agreement and accessing the site and using BBK BanKey, you agree to be bound by the terms and conditions below.

1. Definitions:

- 1.1 "Account" refers to the account/s of the Client with the Bank mutually designated for BBK BanKey Services from time to time.
- 1.2 "Application/Activation/Registration Form" shall mean the Client's application for the provision of Services (as identified therein) including all annexure and mandates thereto and as mutually modified from time to time.
- 1.3 "Beneficiary" or "Registered Beneficiaries" or "Adhoc Beneficiaries" shall mean the person(s)/legal entities/ a body corporate/partnership/ sole proprietor or other unincorporated organization identified by the Client from time to time in whose favor payment / fund transfer instructions could be given by the Client through the BBK BanKey.
- 1.4 "Client" or "Customer" or "Applicant" or "Corporate Client" shall mean the persons/legal entities/ a body corporate/partnership/sole proprietor or other unincorporated organization availing services of the BBK BanKey Services under these Terms and Conditions.
- 1.5 "BBK BanKey" shall mean and include all hardware, software, computers, gateways, wiring and any instrument, machine and technique of the Bank or under arrangement with BBK, used from time to time in or for providing the Services.
- 1.6 "BBK BanKey" or "Corporate Internet Banking Services" or "Services" or "Electronic Banking" wherever used in these Terms and Conditions shall mean the corporate internet based services (including, without limitation, the facility to send a request to BBK for uploading bulk transactions or individual transactions executed using BBK BanKey through a service provider and all modifications of such services), by whatever name called, as offered by BBK to its corporate clients, as modified and/ or, as the case may be, upgraded by the Bank in its sole discretion to offer other services of similar nature or otherwise from time to time.
- 1.7 "Bank" shall mean Bank of Bahrain and Kuwait, a banking company having its Head office at 43, Government Avenue, P. O. Box 597, Manama, Kingdom of Bahrain and unless repugnant to the context or meaning thereof, shall mean and include its successors and assigns.
- 1.8 "Users" shall mean the representatives of the Client who have the rights to access the Accounts of the Client through the BBK BanKey and shall include all Normal Users/Security Administrator and Users with Authorization and Release Rights. Such users should be registered with us as having, and deemed to have, full corporate and constitutional authority to make an application for BBK BanKey service on behalf of the Client.
- 1.9 "Normal Users" shall mean Users without any Authorization Rights. "Normal Users" may have rights to create and view the transactions. The rights of such Users could also be restricted further by the Client from time to time, subject to such restrictions being acceptable to BBK.
- 1.10 "Security Administrator" or "Users with administrator rights" shall mean users with the rights to create/add/modify/delete the users as per their roles and responsibility. The rights of such users could also be restricted further by the client from time to time, subject to such restrictions being acceptable to BBK. Security Administrator should follow the mandate submitted to the bank by the customer for creation of the users. Upon any change in the users structure/entitlement Security Administrator should inform the bank in writing duly authorized/signed by the persons who are authorized/ entitled to do so as per bank records.
- 1.11 Business Day: means any day except Fridays and Saturdays and which is not a public holiday in the Kingdom of Bahrain.
- 1.12 Bank Schedule of Fees and Charges: the schedule of fees and charges levied by the Bank on the transactions made through the BBK BanKey, and which shall be subject to change from time to time
- 1.13 Other Currencies: Any lawful currency other than Bahraini Dinars (BHD) as transacted by the Bank.
- 1.14 "Authorizers" or "Users with authorization right" shall mean the user who has the rights to authorize the transaction created by a "Normal user". Authorizers should be created by Security Administrator or bank as per the account operating mandate submitted to the bank by the client.
- 1.15 "Releaser" or "Users with release rights" shall mean users with the rights to release the transaction upon successful authorization to bank for further processing. The rights of such users could also be restricted further by the client from time to time, subject to such restrictions being acceptable to BBK.

- 1.16 "Site" shall mean the web-site "www.bankey.bbkonline.com" or "www.bbkonline.com" or such other web-site through which BBK provides access to the Services from time to time.
- 1.17 "Terms and Conditions" or "Service Level Agreement" or "Access Conditions" shall mean these terms and conditions.
- 1.18 "Users with Authorization and Release Rights" shall mean the Users who have the power to approve and authorize/release of any payment transfer instruction and for such other matters for which the authorizations/release are required pursuant to the Services rendered. Where such Authorization/release Rights are given by the Clients on a joint basis, then this term shall mean such joint Users with Authorization/Release Rights, as the context or meaning may require.
- 1.19 "VAT" - The term VAT as used herein shall mean value added tax, consumption or sale tax and any other tax of a similar nature imposed in the Kingdom of Bahrain.
- 1.20 "Token or Security device" or "Token Security Device" shall mean the electronic device provided by BBK to the customer for Login/Authorization and Release of the transaction(s) from BBK BanKey to the bank for further processing. This token will serve the purpose of dual authentication of the transaction(s) and the users in terms of genuineness of the transaction(s) and users.
- The use of the BBK BanKey is governed by these Terms and Conditions which are in addition to and not in derogation of the other terms and conditions applicable to the Client.
- 1.21 EFTS shall mean Electronic Funds Transfer System used for domestic payments in Bahrain.
- 1.22 Direct Debit is an electronic fund transfer from a payers account based on an authorization to debit from the account holder.
- 1.23 Invoice Reconciliation is defined as a service to reconcile a list of invoices against the actual collection of the same in the collection account.
- 1.24 Fixed Deposit shall mean a term deposit, a financial instrument that offers interest on the amount of deposit.
- 1.25 "System Failure" shall mean a breakdown of the Bank's primary operating system, application or software relating to its Payroll Services.
- 1.26 "Payroll Services": means the electronic salary and/or wage disbursement services provided by the Bank to the employees of the Customer.

2. Services:

- 2.1 Subject to these Terms and Conditions and the terms of use and Privacy and Security Policy as may be specified on the Site, BBK agrees to provide to the Client the Services through the Site. The mode and manner of providing the Services shall be at the discretion of BBK. BBK reserves the right to decide which Services to offer a Client. BBK shall be entitled to modify including, without limitation, upgrading the Services in such manner as the Bank may in its sole discretion determine from time to time and shall endeavor to inform the Client of such modifications and/ or, as the case may be.. All changes in the Services desired to be obtained shall be with the prior consent of BBK.
- 2.2 The Client shall be permitted to avail of the Services only in accordance with the list of Users and Beneficiaries provided to BBK and subject to the agreed limits as modified by the Bank in its discretion from time to time.
- 2.3 As an additional service, BBK may accept payment instructions to persons other than to Beneficiaries, which instructions shall be accepted and performed only in such mode and manner as may be stipulated by BBK from time to time.
- 2.4 BBK shall process payment instructions during banking hours on working days even if such instructions are received by BBK after or before the banking hours or on a day which is a non-working day/ Public holiday.
- 2.5 Subject to the provision of clause 2.6 below, BBK shall implement an instruction only after verifying Client Identification, Passwords and Token Device Code. The Client hereby expressly authorizes BBK to implement such instructions. BBK shall not be required to carry out any other authentication in the matter and BBK shall be entitled to presume that all instructions received by BBK by using the Client username, password and token device code are in order and have actually been given by the Client.
- 2.6 In the event the Client sends instructions to BBK using the BBK BanKey service provided by BBK, such transactions are processed automatically/manual by the Bank. BBK shall, in such an event, act upon the instructions of the Client and implement the same without verifying Client Identification and/ or Passwords. The Client is aware that in sending instructions to BBK through the BBK BanKey the Client may commit errors and can send instructions in respect of the same transaction more than once and that there may be disputes between the Client and BBK inter alia in respect of the number of transactions that BBK may have processed vis-a-vis the number of transactions that the Client would claim to have requested BBK to process. The Client hereby unconditionally permits BBK to act on the basis of the instructions received by it from the Client irrespective of the aforesaid. The Client expressly acknowledges that the Client is aware that the use of auto/manual intervention increases the risk of error, security and privacy issues and fraudulent activities. If BBK acts on any such instruction sent by the client using the BBK BanKey service which would require manual intervention of BBK for processing the transactions mentioned therein, then the Client expressly agrees to be responsible for any loss customer may incur in connection with acting on or processing such information.
- 2.7 The Client hereby expressly waives its right to take any action against BBK for any action taken by BBK pursuant to the instructions received by it in any of the manners referred to above. In the event of any security mechanism being suggested / prescribed by BBK, the Client shall use the same at its own risks and consequences and BBK shall be entitled to presume as genuine all communications made through the said mechanism. Further all such communications made by the Client may be fully relied upon by BBK and shall be final and binding on the Client. In the event of any dispute on the actual communication made to BBK, the records of BBK would be final and binding on the Client.

- 2.8 In the event of a Customer decides to have complete control on the User's Administrations, Customer hereby, irrevocably and unconditionally without any right of objection, accepts any and all transactions arising from the use of BBK BanKey, including, without limitation, any and all transactions effected by a User(s). All requests received by the Bank through BBK BanKey will be considered to have been authorized in accordance with the authorization rules setup by the Customer's Security Administrator (s). The Bank is not responsible for any errors/omissions arising out of incorrect setup of the authorization rules by the Customer or Customer's Security Administrator (s). The Bank's record of any transaction processed by the use of BBK BanKey shall be conclusive evidence of such transaction and shall be binding on the Customer for all purposes.
- 2.9 The Client hereby, irrevocably and unconditionally without any right of objection, accepts any and all transactions arising from the use of the BBK BanKey, including, without limitation, any and all transactions effected by a Client's User(s). The Client grants express authority to the Bank for carrying out any requests and instructions authenticated by the password. .
- 2.10 It is understood that authorization rules on BBK BanKey may differ from the account operating instructions provided to the Bank and the Bank shall not be liable in any way for executing such transactions that have been authorized on the BBK BanKey. The Client shall be responsible for any errors/omissions arising out of incorrect setup of the authorization rules by the Customer or Customer's Security Administrator (s).
- 2.11 The Bank may occasionally process payroll instruction(s) manually, due to a System Failure or any other cause, as notified by the Bank from time to time. In the event of manual processing, the Customer shall submit the payroll instruction(s) as per the Bank's payroll format. The latest payroll format may be obtained from the Customer's relationship manager at the Bank, or through the Bank's call center. The payroll instruction(s) must be prepared by the Customer as per the Bank's format, and submitted to the Bank's head office at least two working days ahead of the value date of the payrolls.

3. Covenants of the Client:

In consideration of BBK performing the Services as mentioned above, the Client hereby declares, assures and undertakes covenants as under:

- 3.1 The Client and members of its organization, including the Users are internet users and have knowledge of the use and functionality of the internet.
- 3.2 The Client shall install at its own costs, such hardware and/or software including any encryption and security technology as may be required by BBK from time to time to enable the Client access to the Services.
- 3.3 The Client undertakes and agrees to keep the token device issued by BBK under safe custody and is bound by any and all transaction/s which is/ are authenticated by BBK on the usage of the correct token device's passwords/Identities. All token Passwords chosen by the Client would require to be generated by the token device or strings as BBK may from time to time specify. Token device(s) is/are property of BBK and any damage/lost and re issuance may require charges and fees. Client is responsible to handle such device carefully and as prescribed by BBK from time to time.
- 3.4 The client undertakes and agrees to use the third party software application on the mobile device to generate the second factor authentication PIN (henceforth known as mobile token PIN) to access and authorize transactions on BBK BanKey. The client undertakes full responsibility to download such third party programs/software/applications from the application service provider on the smart-phone device and to maintain the mobile token serial number and mobile token activation code provided by BBK on such program/software/ application.

The client undertakes full responsibility to ensure that each mobile token serial number and related mobile token activation code is enabled on only one smart phone device. In the event the client activates the mobile token serial provided by BBK on multiple smart-phone devices, the client takes full responsibility for the usage of the mobile token PIN generated on these smart phone devices. The client undertakes to keep the smart phone application up-to-date and upgraded from time to time. The clients undertakes and agrees to keep such smart-phone devices enabled with BBK mobile tokens safe and in the possession of the persons who are authorized to access BBK BanKey. In the event the smart phone device is lost / moves away from the possession of the authorized person, the client will immediately intimate BBK in writing instructing BBK to deactivate the specific mobile-token. The client shall at its own cost purchase the smart phone devices, install / download software applications and maintain such devices to enable usage of mobile token.

- 3.5 The Client understands and agrees that the Bank will send the password and log-in credentials to the Clients users through electronic medium such as SMS and emails for the one time password (OTP) that will be sent via SMS and email to the Client registered with the Bank. The Client will be required to input the OTP, which is available for use only once, for the online registration process, for certain sensitive financial transaction and for adding beneficiaries. The responsibility of the Client is to update the Bank on the email address and mobile numbers of the Clients users who are authorized to access the BBK BanKey system.

The Client undertakes and agrees to keep the password/s provided / chosen by the Client and its Users, absolutely confidential and is bound by any and all transaction(s) which is/ are authenticated by BBK on the usage of the correct passwords/Identities. All Passwords chosen by the Client would require having such minimum characters or strings as BBK may from time to time specify.

- 3.6 In the event of BBK requiring the Client to use a public key / private key infrastructure, the Client hereby acknowledges, agrees and undertakes that the Client shall be responsible for the private key generated and downloaded by such Client. The Client takes full responsibility for the safe custody of the private key so generated and the Client shall be responsible for the use and/ or misuse of the same. Any instruction(s) received by BBK from the server / machine of the Client where the private key is downloaded by the Client shall be deemed to be an instruction/ instructions given by the Client and the Client hereby expressly agrees to be bound by the same. BBK is hereby permitted to utilize all such information received by BBK as evidence against the Client before any competent Court of Law or Judicial or Tribunal or any other statutory or government authority.

- 3.7 Internet Frauds: BBK shall adopt security measures as available in the industry from time to time. However, the Client acknowledges that the technology used is susceptible to a number of frauds, misuse, hacking, virus, malicious, destructive or corrupting code, program or macro which could affect Services. This could result in delays in the processing of instructions or failure in the processing of instructions and any other such failures and BBK shall not be responsible for the same.
- 3.8 Mistakes & Errors: The Client shall ensure that there are no mistakes and errors in the information and instructions given by the Client to BBK. The Client acknowledges and agrees that in the event of any inaccuracy in any information and/ or instruction, there could be consequent erroneous transfers and there would be no guarantee of recovery of the same thereafter. In the event of Client's account receiving an incorrect credit by reason of a mistake committed by any other person, BBK shall be entitled to reverse the incorrect credit at any time whatsoever. The Client shall be liable and continue to remain liable to BBK for any unfair or unjust gain obtained as a result of the same.
- 3.9 Limits: The Client acknowledges that BBK may, at its absolute discretion, from time to time impose maximum and minimum limits of funds that may be transferred by virtue of the payment instructions given by the Users. The Client shall be bound by such limits imposed and shall strictly comply with them.
- 3.10 Transactions: Payment instructions/Fund transfer instructions may not be effected in the event of there being an inadequacy of funds in the Accounts and other reasons derived from internal and external regulatory and compliance authority from time to time.
- 3.11 Proprietary Rights: The Client acknowledges that the software and hardware underlying the Services as well as other Internet related software which are required for accessing and availing of the Services are the legal property of the respective vendors. The permission given by BBK to access the Services will not convey any proprietary or ownership rights in the said software or hardware. The Client shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software / hardware underlying the Services or create any derivative product based on the software / hardware.
- 3.12 Changes in Instructions: Any and all changes in the information contained in the Application/ Activation/ Registration Form shall be communicated by the Client to BBK in the manner stipulated by BBK along with accompanying corporate board resolutions/Account operating mandate duly supported by relevant documents.
- 3.13 The Client Agrees and Undertakes to promptly inform BBK in writing of any Additions/Deletions/Modifications to the Users in the account and/ or BBK BanKey.
- 3.14 It is understood that the Bank's standard terms and conditions as applicable to the Account(s) and as set out in the Bank's account opening form (or otherwise) executed by the Client. This BBK BanKey Access Terms and Conditions shall be considered as an integral part to the Bank's Account Opening Form
- 3.15 The Client shall notify the Bank in writing of any change that occurs to the Client which includes, but not limited to, change in powers of signatories, mandate and/or Client's constitution documents and shall provide the Bank in such form as the Bank deems appropriate documented evidence of such change. The Client shall remain responsible for all actions, losses or liabilities arising out of such changes..

The Bank shall not affect any subsequent modifications or additions to the BBK BanKey unless the Client provides the Bank with such authorizations, documents or any other information required by the Bank. Failure to do so the required authorization, information or documentation will entitle the Bank to withhold implementation of modifications or additions to the BBK BanKey.

4. Modifications to the Services:

- 4.1 In the event of BBK making any changes, enhancements, and/or modifications including, without limitation, any up gradation to the Services, the Client shall suitably modify/upgrade, at its own costs, its systems to comply with the BBK BanKey and various services provided by BBK through BBK BanKey System and further agrees to execute such additional agreements, writings, documents as may be required from time to time in this regard. The Client hereby agrees that BBK shall not be liable for the failure of the Client to so modify/ upgrade its systems to comply with the BBK BanKey or for any losses, claims, damages, expenses and/ or liabilities arising out of such failure of the Client.

5. Maintenance of BBK BanKey:

- 5.1 BBK may from time to time upgrade, modify, alter or perform maintenance services on BBK BanKey (hereinafter collectively referred to as "Maintenance Services"). BBK shall endeavor to give prior notice of the routine maintenance service.
- 5.2 BBK shall not be liable for any losses, damages and/or expenses incurred by the Client in respect of any loss of access and/or use or interruption in the use of the BBK BanKey or Services due to the Maintenance Services being performed on the same.

6. Confidentiality & Disclosure:

- 6.1 The Client hereby authorizes the use of confidential information of the Client by BBK and the transfer by BBK of any information relating to the Client to and between the branches, subsidiaries, representative offices, affiliates, representatives, auditors and agents of BBK and third parties selected by any of them, wherever situated, for confidential use in connection with the provision of the Services to the Client, or for statistical analysis, credit scoring publicity/promotional activities and data processing purposes), and further acknowledges that any such branch, subsidiary, representative office, affiliate, agent or third party shall be entitled to transfer any such information as required by any law, court, regulatory or legal process.

7. Confidentiality:

- 7.1 The Client hereby undertakes and agrees to indemnify BBK and hold BBK harmless and keep BBK at all times fully indemnified and held harmless from and against all actions, proceedings, claims, liabilities (including statutory liability), penalties, demands and costs (including without limitation, legal costs of BBK on a solicitor and own client basis) awards, damages, losses and/or expenses however arising directly or indirectly as a result of the breach of the Terms and Conditions by the Client or/and otherwise relating to the rendering by BBK of the Services. In the event of BBK being entitled to be indemnified pursuant to the provisions of this Agreement, BBK shall be entitled to accordingly and to such extent debit the Client's Account or any other account that the Client may have with BBK, either singly or jointly with one or more person(s), irrespective of any dispute that the Client may have in respect of such payment.
- 7.2 The Client acknowledges and accepts that unsecured transmission methods such as sending information through the other means and permitting BBK to act on the basis of the same without verifying the username and password involve the risk of possible unauthorized alteration of data and/or unauthorized usage thereof for whatever purposes. The Client agrees and undertakes not to hold BBK responsible/liable for any such misuse and further agrees to hold BBK indemnified, saved, free and harmless from all losses, costs, damages, expenses that may be incurred by BBK (hereinafter referred to as "Losses") due to any errors, delays or problems in transmission of instruction or acting upon the same or unauthorized/ illegal interception, alteration, manipulation of data or otherwise caused by reason of the Client sending unsecured instructions/ information to BBK using the other facility offered by BBK. The Client further indemnifies BBK and agrees to hold BBK saved, indemnified and harmless from time to time and at all times from and against any and all Losses that the Bank may incur as a result of BBK processing and clearing a transaction requested by the Client even where there are insufficient funds in the account of the Client.

8. Payment Instruments: (Applicable in case Client will print Payment Instruments through BBK BanKey)

- 8.1 The Bank will print cheques ("Payment Instruments") on behalf of the Client as per the request forwarded by the Client. BBK shall print Payment Instruments payable on BBK branches and its correspondent banks only. The Payment Instruments will be honored on presentation in clearing subject to availability of the adequate credit balance / funds in the Client's account.
- 8.2 The Client agrees that at all times, BBK will not be responsible for any loss that occurs due to misuse of the scanned signatures of the Authorized Signatories of the Client save and except those caused by BBK's own negligence.
- 8.3 The Bank undertakes to indemnify the Client in case of loss or damages arising from the misuse or abuse of data such as data corruption, data tampering, including unauthorized replication, if established to be on account of negligence and/ or fraud perpetrated by BBK's officials.
- 8.4 The Client also agrees that the aforesaid service will be provided in respect of all payments related to its day-to-day business. The Client further agrees that the Bank's obligations contained above will be subject to any occurrence resulting in prevention from or delay or interruption in performing its obligations if such prevention delay or interruption is due to factors including but not limited to civil commotion, sabotage, lockout, strike or other labor disturbances of any kind interfering with or affecting the normal functioning of BBK or of the clearances of cheques or drafts, accidents, fires, flood, explosion, epidemic, quarantine restrictions, damage to plant or BBK's facilities, absence of the usual means of communication or transportation, or any other cause, whether of same or a different nature, unavoidable or beyond the control to the bank and the bank shall not be deemed to be in default so as long as any such cause or the effect thereof persists and during a reasonable period thereafter within any such obligations is capable of being fulfilled.
- 8.5 It is expressly agreed and understood that nothing contained in this agreement shall be deemed to constitute an agreement on the part of BBK for grant of overdraft or any other form of credit facility by BBK to the Client with respect to the amount of the cheques or drafts covered by the service. In the event of any incidental, concealed or temporary overdraft which may be occasioned or which may result due to non/delayed funding, the Client hereby agrees and undertakes to liquidate the overdraft the day following the day on which it occurs and in the event of delay in liquidating the same, to pay interest at the rates as applicable or decided by BBK.
- 8.6 The Client hereby agrees that if it fails to liquidate the overdraft, which may be occasioned as aforesaid, the following day after it occurs, BBK shall notwithstanding anything to the contrary contained in the other documents that may have been executed between the Client and BBK for any purpose whatsoever or any other understanding or in any law, have right to set off and appropriate the liability against or out of any other accounts/ funds belonging to the Client, including the amount of any further cheques or drafts which may be deposited by the Client with BBK under the terms of this agreement.
- 8.7 The Client undertakes that no cash deposit / withdrawal will be undertaken under this arrangement for printing of Payment Instruments. The arrangement may be terminated by BBK by giving one month's notice to the Client without assigning any reason for such termination and such termination shall not be open to question by the Client on any account whatsoever. In case the Client desires to terminate, the Client may do so by giving one month's notice provided that such termination shall not affect Client's liability to fulfill and complete its obligations under the provisions herein with regard to liquidation of overdrafts, payment of interest, realization of outstanding collections or otherwise.

- 8.8 The indemnity furnished by the Client herein shall be of a continuing in nature until all its obligations covered thereunder are discharged in full and the same shall remain in full force until a discharge certificate in respect of such indemnity is issued by BBK. The Payment Instruments to be printed shall remain in the custody of BBK. In case the blank Payment Instruments, kept in the custody of BBK, are stolen, BBK will be required to inform the Client immediately in writing and freeze the Client's account lying with BBK immediately. On happening of the said event the arrangement contained herein relating to Payment Instruments shall immediately come to an end.

9. Electronic Transfers:

- 9.1 It is understood that the Electronic Transfers are sent entirely at risk of the Client. The customer agrees to hold harmless and indemnify the Bank against any loss, cost, damages, expense, liability or proceedings which the Bank may incur or suffer as a result of the Bank acting upon or delaying to act upon or refraining from acting upon the said Instructions. The bank shall not be liable for any loss, delay, error, omission which may occur in the transmission of the message or for its misinterpretation when received or any delay caused by the clearing system of the country in which the payments to be made or any act of default or negligence of the beneficiary's bank in collecting the remittance. In no event shall the Bank under any circumstances be liable for any loss of profits or contracts or special, indirect or consequential loss or damages.
- 9.2 In the absence of specific instructions, the Electronic Transfer will be affected in the currency of the country in which the payment is to be made. In case the currency of the account to be debited is not mentioned, the Bank will affect the transfer to the debit of the customer account in the order of: a) Same currency account as the currency of the transfer, if available b) Any currency account maintained with the Bank, at the discretion of the Bank.
- 9.3 In the absence of specific instructions, all charges/ commissions are applicable for debit to the sender's Account. The beneficiary may be unable to obtain full value under a Transfer on account of exchange or other restrictions applicable in the country of payment or to the paying bank or charges and fees of the paying bank.
- 9.4 The Bank reserves the rights to send this Electronic Transfer from a different place other than the one specified by the remitter if operational circumstances so require.
- 9.5 Transfers in Bahrain Dinars including Salary Transfers will be effected through the Bahrain Electronic Funds Transfer (EFTS) and will be subject to the operational rules and regulations and cut-off times governing EFTS.
- 9.6 Beneficiary International Banking Account Number(s) (the "IBANs") are mandatory for all domestic transfers including transfers to other accounts at the Bank.
- 9.7 Encashment of the remittance is subject to any exchange control or other restrictions which may be imposed by the rules and regulations of the country where encashment is to be made. Neither the Bank nor its correspondents or agents shall be liable for any loss or delay caused by any such rules and regulations.
- 9.8 The Bank will use reasonable endeavors to process applications/instructions received by the bank before the specified cut-off time notified online or by the receiving branches or centers from time to time. Applications/instructions received after such cut-off time will be processed on the next working day. For this purpose all holidays and Fridays and Saturdays are non-working days.
- 9.9 The Beneficiary's bank's BIC Code / Sort Code / Fedwire ID / CHIPS ID or any such code mentioned by the remitter will be considered as correct and the remittance will be affected accordingly, assuming correctness of the given codes.
- 9.10 Applications/Instructions for the same day value are subject to the time of the application/instruction when the application/instruction is received, as well as cut-off times related to the geographical location of the payment destination.
- 9.11 The bank reserves the right to revise all electronic transfer charges from time to time without prior notice.

10. Liquidity Management Products and Services

- 10.1 BBK BanKey will allow the Client to provide instruction for creation of sweep structures between Accounts at The Bank and at accounts at other Banks. The Bank at its sole discretion, may accept to set-up of such sweep structures on the BBK BanKey system. Execution of the accounts sweeps will fall under the gamut of clause 9 Electronic Transfers of this BBK BanKey.
- 10.2 It will be the Clients responsibility to ensure the accounts are adequately funded in order for the sweep structures to be executed. The Bank will not take responsibility for non-execution of Sweep structures due to inadequate funds or inactive account status.

11. Receivables Management Products and Services

- 11.1 Direct Debit product will be effected through the Bahrain Electronic Funds Transfer (EFTS) and will be subject to the operational rules and regulations and cut-off times governing EFTS. The Client will be required to subscribe to be a participant on the EFTS prior to availing this service on BBK BanKey.
- 11.2 Invoice Reconciliation will be enabled under a separate arrangement between the Bank and the Client.

12. Fixed Deposit Accounts:

- 12.1 BBK BanKey provides the Client the option to instruct the Bank to open a Fixed Deposit Account for a specified period of time at a fixed rate of interest payable at the time of its maturity.
- 12.2 The Fixed Deposit can be placed in BHD and USD Currencies funded from accounts in the same currencies. The Bank at its sole discretion can add or remove permissible currencies from time to time.
- 12.3 A fixed deposit may be withdrawn prior to the maturity date subject to a fee charge as applicable in the Bank schedule of charges which may change from time to time. The withdrawal request should be given in writing to the Bank.
- 12.4 Interest on fixed deposit accounts shall be paid by the Bank at the contracted rate and credited to the Account on maturity day as agreed between the Client and the Bank.

13. Information Reporting

- 13.1 BBK BanKey provides the Clients access to various information reports including but not limited to Account Activity Report, Transaction Reports, , Fixed Deposit Statements, Loan Statements, SWIFT Message Confirmation, Transaction Advices, Statements of Accounts held at other banks etc. The Client agrees to check the details in these reports and inform the Bank immediately (but in all cases within 5 days of generation of the statement online) of any discrepancy.

14. No Warranty:

- 14.1 BBK's sole obligation and Client's sole and exclusive remedy in the event of interruption to the Services or loss of use and/or access to BBK BanKey shall be to use all reasonable endeavors to restore the services and/or access to the BBK BanKey as soon as reasonably possible. BBK makes no other express or implied warranty with respect to the Services provided hereunder, including without limitation any warranties of uninterrupted/ error-free performance of the BBK BanKey System, non-infringement of third party rights, title, merchantability, satisfactory quality and/or fitness for a particular purpose.

15. Limitation of Liability:

- 15.1 Without prejudice to any other provisions of these Terms and Conditions, BBK shall not be liable to the Client for any loss or damage whatsoever or howsoever caused arising directly or indirectly whether for consequential loss or damage or loss of profit, business, revenue, goodwill or anticipated savings which may arise in respect of the Services and/or this Agreement, including without limitation any loss of data, interruption or stoppage to the Customer's access to and/or use of the BBK BanKey or arising out of the performance of the Services or otherwise.

16. Termination

- 16.1 BBK reserves the right to discontinue all or any of the Services at any point of time, but BBK shall endeavor to provide a prior notice to the Client in this regard. BBK shall not be liable for any damages, claims of any nature whatsoever by reason of such termination of agreement or discontinuation of the Services.
- 16.2 Customer is entitled to cancel the Services provided herein by giving 15 days' prior notice to BBK in this regard.
- 16.3 It is agreed and understood by the parties hereto that on termination of BBK BanKey the Services for Initiation of Payment Instruments and reporting through BBK BanKey shall stand automatically terminated.

17. Notices:

- 17.1 All notices and communications under this Agreement shall be in the manner prescribed by this Agreement or acceptable to BBK from time to time.
- 17.2 All other notices, communications and writings pursuant to this Agreement may be delivered by hand, by mail, (i) to Bank of Bahrain and Kuwait, Cash Management, 43, Government Avenue, P O Box 597, Manama. Kingdom of Bahrain (ii) if to the Client to the address provided in the Application Form. All notices shall be deemed to be given (a) if delivered by hand delivery (b) if by registered mail, only on actual delivery of the same.

18. Data Privacy:

- 18.1 Personal Data shall mean any information in any form concerning an identified individual, or an individual who can, directly or indirectly, be identified by reference, in particular, to his or her personal identification number, or by reference to one or more factors specific to his or her physical, physiological, intellectual, cultural, economic, or social identity.
- 18.2 The Applicant acknowledges that BBK may share his Personal Data with any third parties in Bahrain or abroad if the bank is authorized to do so under applicable Data Protection Laws, including: BBK Group Companies (i.e. subsidiaries, affiliates, associates and other investee companies), regulatory authorities, professional service providers, external auditors, data processors, ancillary service providers, contractors, vendors, cloud service providers, and any other third parties as and when needed for the purposes mentioned above; or if BBK is legally obliged to share this Personal Data under the Laws and regulations. When required, BBK has implemented adequate measures for providing an appropriate level of security including the necessary agreements in place to protect the sharing of Personal Information with a third party.

19. General:

- 19.1 Notwithstanding anything contained elsewhere in this Agreement, the Bank at its sole discretion reserves the right to alter, amend, add to or cancel any or all of these Terms and Conditions at any time by posting the relevant information on the Bank's web site, the Bank's branches and other premises or BBK BanKey website. Such changes are deemed to be binding on the Client whether or not the Client has received specific notice of the same, and the Client hereby waives any right of contestation in respect thereof and agrees to be bound by the same.
- 19.2 The Client undertakes and warrants to comply with all applicable laws, rules, regulations and disclosures as required by the anti-money laundering laws and regulations of Kingdom of Bahrain and to adhere to any anti money laundering monitoring and procedures prescribed by the Bank from time to time.
- 19.3 Force Majeure: BBK shall not be liable for any failure to perform any of its obligations under this Agreement if the performance is prevented, hindered or delayed by a Force Majeure Event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues (provided that this shall not prevent the accrual of interest on a principal amount which would have been payable but for this provision). Each party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution. "Force Majeure Event" means any event due to any cause beyond the reasonable control of BBK, including without limitation, unavailability of any communication system, breach or virus in the processes or Payment and Delivery Mechanism, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking unauthorized access to computer data and storage devices, computer crashes, etc.
- 19.4 Charges: The Client hereby agrees to bear the charges as may be stipulated by BBK for availing of these Services and BBK is authorized to debit such charges to the Client's Accounts.
- 19.5 All fees and charges payable by the Client for these services, which constitute consideration for any supply for VAT purposes, are deemed to be exclusive of any VAT which is chargeable on that supply, and accordingly, if VAT is or becomes chargeable on any supply made by the BBK to the Client under this Agreement and BBK is required to account to the relevant tax authority for the VAT, the Client must pay to BBK (in addition to and at the same time as paying any other consideration for such supply) an amount equal to the amount of the VAT and BBK shall subsequently provide an appropriate VAT invoice to the Client.
- 19.6 Non- Transferability and Non-Assignability: Services of BBK BanKey to a Client is not transferable under any circumstance and shall be used only by the Client. The Client shall not assign this agreement to any other person. BBK may subcontract and employ agents to carry out any of its obligations under this agreement.
- 19.7 Access: This Site and Service are not directed to, or intended for distribution to or use by, any person or entity who is a citizen or resident of, or located or incorporated in, any jurisdiction where such distribution, publication, availability, or use would be contrary to law or regulation or which would subject the Bank to any additional registration, authorization or licensing requirement within such jurisdiction.
- 19.8 Helpline /Assistance: If you encounter any difficulties accessing or using the site, you should telephone our helpline/call center for assistance on +973 -17207772 during normal banking hours only.

20. Governing Law and Jurisdiction:

The construction, validity and performance of this Agreement shall be governed in all respects by the laws of Kingdom of Bahrain. The parties hereby submit to the non-exclusive jurisdiction of the Courts at Kingdom of Bahrain.

The client shall demonstrate his knowledge and acceptance of the aforesaid terms and conditions by logging onto or otherwise accessing or using the Bank's Corporate Internet Banking services. If the client does not agree with any of the terms or conditions as aforesaid, the client should not use or attempt to use the bank's corporate internet banking services in any manner whatsoever including by logging onto the "Site".

In witness whereof the Client or its legal representative hereby acknowledges that he/she has read, understood and accepted all the pages of these Terms and Conditions and the same shall be binding on the Client and its successors.

Authorised Signatory

Authorised Signatory

Trade Finance General Terms and Conditions

1. The following terms and conditions apply to Applicants applying for Letters of Credit and Letters of Guarantee through the Bank's Trade Finance Online Portal (The "Portal"):

1.1 Electronic Transfers:

- 1.1.1 "Trade Instruments" shall mean any drafts, bills of exchange, promissory notes, checks, documents of title, invoices, transport documents, certificates of service completion, insurance policies, documents under Letters of Credit and Documentary Collections, or any other similar instruments related to trade finance services as notified by the Bank from time to time.
- 1.1.2 "Refinance" shall mean the financing of payments against an underlying Trade Instrument.
- 1.1.3 "Documentary Collection" shall mean any inward bill of collection, import bill of collection, collection, or any documents usually drawn by a supplier in or outside Bahrain on the Bank's import customers (drawee) and received by the Bank for the purpose of collecting payments and remitting funds to the supplier (drawer).
- 1.1.4 Letter of Credit shall mean any commitment to issue a documentary credit or letter of credit (including any extension, renewal or amendment of the same).
- 1.1.5 Letter of Guarantee/Bank guarantee shall mean any commitment to issue a letter of guarantee, bank guarantee or counter guarantee (including any extension, renewal or amendment of the same).

1.2 Instructions:

- 1.2.1 Any attachment to Trade Instrument with instructions, including without limitation, Letters of Credit, Letters of Guarantee, Refinance, or any other trade finance products, must be issued on the Applicant's letterhead.

1.3 Letters of Credit:

- 1.3.1 The Applicant shall carefully review the customer copy of each Letter of Credit issued by the Bank to ensure its consistency with the relevant Application. If any errors are identified, the Applicant must promptly notify the Bank within 2 working days.
- 1.3.2 The Bank, at its sole discretion and with the beneficiary's consent, reserves the right to cancel the entire Letter of Credit or any unused balance without requiring any consent or request from the Applicant.
- 1.3.3 The Bank may choose to advise the Letter of Credit through a branch, subsidiary or correspondent bank of Bank of Bahrain and Kuwait, regardless of any specific bank requested in the application for advising.
- 1.3.4 The Bank may, at its option, require the presentation of drafts "Bill of Exchange" drawn on the Applicant, the advising bank, or itself, or it may waive the presentation of drafts.
- 1.3.5 All instructions related to the Letter of Credit are transmitted solely at the Applicant's risk.
- 1.3.6 Any attachments to an application, such as proforma invoices, sale agreements, copies of telexes, or similar documents, serve for informational purposes only and do not form part of the credit. The Bank is not obligated to verify the received documents for consistency or compliance with such attachments. For the avoidance of doubt, this clause shall not apply to documents which are issued on the Applicant's letterhead and clearly state that they are an integral part of the Letter of Credit.
- 1.3.7 The Applicant is responsible for completing an application request. The Bank shall not be held liable or responsible for any consequences arising from issuing a letter of credit in accordance with its normal practice due to any incomplete part of an application. The Bank may include additional terms, condition and documents to comply with its internal requirements or the requirements of applicable laws, regulations, and government requests in the Kingdom of Bahrain and International Chamber of Commerce (ICC) Rules including but not limited to the latest version of Uniform Customs and Practice for Documentary Credits (currently UCP600) and the latest version of International Standby Practices (currently ISP98).
- 1.3.8 Neither the Bank nor its correspondents shall be responsible for the description, quantity, quality, or value of the merchandise represented by the documents, the amount of shipper's charges, loss or damage to the merchandise, or the terms, conditions, or sufficiency of the documents.
- 1.3.9 If the credit terms do not explicitly require the beneficiary to submit an insurance document, the Applicant agrees and undertakes to submit an insurance policy/certificate acceptable to the Bank along with the application. The policy should be transferable and made out/transferred in the Bank's favor, covering the goods CIF Value plus 10%, including coverage for:
 - a. Shipment by sea: must cover all risk, Institute Cargo Clauses (A), Institute Strike Clauses (Cargo) and Institute War Clauses (Cargo).
 - b. Dispatch by air: must cover all risk, Institute Cargo Clauses (A) excluding sending by post, Institute Strike clauses (Air) and Institute War clauses (A).
 - c. Dispatch by road: must cover all risk, Transport Institute Cargo Clauses (A) plus War and S.R. & C.C. Inland Transport till arrival of goods at final destination.
- 1.3.10 After the expiry of any insurance cover related to the Letter of Credit or if additional cover is required due to an amendment, the Applicant must arrange further cover. Alternatively, the Bank is authorized, at its option and without any obligation, to arrange such cover and charge the cost to the Applicant's account.
- 1.3.11 Any sums received from claims under any insurance cover connected with the Letter of Credit shall be held at the Bank's disposal.
- 1.3.12 The Applicant agrees and undertakes that all drawings under the Letter of Credit will be paid (together with interest at the Bank's prevailing rate) in Bahraini Dinars, at the Bank's selling rate on the date when the relative foreign currency amount was drawn.

- 1.3.13 Upon receipt of advice of the arrival of documents, the Applicant agrees and undertakes to promptly collect all documents from the Bank. If the documents are payable at sight, the Applicant must make payment for the documents. If the documents are payable at a tenor, the Applicant must accept the documents and provide any necessary security. The Bank shall not be liable for any documents which have not been collected by the Applicant within 3 working days of the advice of arrival. This includes, without limitation, loss or damage to the documents.
- 1.3.14 Notwithstanding any contrary instruction from the Applicant, the Bank reserves the right to reject any claim that does not comply with the terms of the relevant Letter of Credit. The Bank is not obliged to notify the Applicant or seek the Applicant's waiver of any discrepancy before refusing the claim. If the Bank does seek a waiver regarding a discrepancy, it does not obligate the Bank to seek a waiver of any discrepancy at any other time.
- 1.3.15 The presentation of any documents under a Letter of Credit shall be considered compliant with the credit terms if the Bank determines that the documents appear to be in order and taken as a whole, conform to the requirements of the Letter of Credit. The Applicant waives any claims against the Bank for any delay in examining the documents or failure to identify discrepancies.
- 1.3.16 In case of default in payment, the Bank is authorized to dispose of the merchandise in a manner it deems fit to recover the outstanding amount. Any shortfall shall be the sole responsibility of the Applicant.
- 1.3.17 If, at the Applicant's request, the Bank agrees to consign the merchandise directly to the Applicant or any party other than the Bank, the Bank, at its sole discretion, is authorized to debit the Applicant's account upon receipt of documents for settlements when the documents are payable at sight. If the documents are payable at a tenor, the Bank may accept or authorize acceptance and debit the Applicant's account at the maturity of the acceptance, regardless of any discrepancies in the documents.
- 1.3.18 The Bank is authorized to debit the Applicant's account for any required cash collateral, as well as all charges, commissions, or interest imposed by the Bank. The Bank is also authorized to debit the Applicant's account for charges incurred from correspondent banks or reimbursing banks, and for charges that are irrecoverable from the beneficiary for any reason whatsoever.
- 1.3.19 The Bank's wait for the Applicant's authorization to retire documents is purely a matter of courtesy. The Bank is authorized to debit the Applicant's account at any time to settle documents or matured acceptances, along with applicable charges, commissions, or interest.

1.4 Letters of Guarantee:

- 1.4.1 The Applicant shall submit a application request to the Bank through the Portal, specifying the details of the guarantee required, in accordance with the Bank's instructions.
- 1.4.2 The Bank shall have the sole discretion to approve or reject the Applicant's request for a Letter of Guarantee, based on its internal policies and risk assessment.
- 1.4.3 If the Bank approves the application, it shall issue a Letter of Guarantee in favor of the beneficiary, containing the terms and conditions set forth herein and complying with the requirements of the Kingdom of Bahrain or any other applicable law.
- 1.4.4 The Bank undertakes to honor a proper demand made by the beneficiary, provided that it complies with the terms and conditions of the Letter of Guarantee.
- 1.4.5 The Bank's obligation to pay under a Letter of Guarantee shall arise upon receipt of a written demand that strictly complies with the requirements set forth in the Letter Guarantee.
- 1.4.6 The Bank shall process and decide upon the demand within a reasonable time, taking into account the terms and conditions of the Letter of Guarantee and applicable law.
- 1.4.7 The Applicant hereby authorizes the Bank to, without notice, debit, consolidate, and set-off any credit balances in the Applicant's account, including but not limited to the Cash Cover Amount, against any outstanding amounts due or owed by the Applicant to the Bank, whether or not under the issued Letter of Guarantee. The Applicant acknowledges and agrees that the Bank may apply such credit balances to settle any damages, costs, expenses (including legal expenses), losses, interest, commissions, fees, and charges incurred by the Bank in connection with the issuance of the Letter of Guarantee.
- 1.4.8 The Applicant undertakes, on demand, to do, perform, and cause to be done, performed, and executed any act, matter, or thing which the Bank may require for its further security and for indemnifying the Bank against the consequences of the Letter of Guarantee given by the Bank or otherwise in connection with the Letter of Guarantee. This includes, but is not limited to, the deposit of cash or other collateral security satisfactory to the Bank and of sufficient amount to cover the Bank's total liability and obligation under the Letter of Guarantee.
- 1.4.9 If required by the Bank, the Applicant shall deposit and keep deposited with the Bank such sum or sums of money as may be required to be held by the Bank as security against all claims arising under the Letter of Guarantee and/or corresponding to currency fluctuations, if any, until the Letter of Guarantee is discharged and returned to the Bank.
- 1.4.10 The Applicant hereby authorizes the Bank to block such amount as may be required to provide full cash cover against any Letter of Guarantee in the relevant currency (the "Cash Cover Amount") from any account held with the Bank ("Account"). The Applicant acknowledges that the Cash Cover Amount may be subject to security in the Bank's favor and that it shall have no right to make any withdrawals from the Account until such time that the Bank, in its absolute sole discretion, determines that it has no further obligations or liabilities under or in connection with the Letter of Guarantee.
- 1.4.11 The Bank's liability under a Letter of Guarantee shall be limited to the maximum amount specified therein, as agreed between the Bank and the Applicant.
- 1.4.12 The Applicant agrees to provide accurate and complete information to the Bank during the application process and throughout the duration of the Letter of Guarantee.
- 1.4.13 The Applicant shall be solely responsible for any consequences arising from the use or misuse of a Letter of Guarantee, including any claims, disputes, or legal actions resulting therefrom.

- 1.4.14 The Applicant shall indemnify and hold the Bank harmless from any loss, damages, costs, or expenses incurred by the Bank as a result of the Applicant's breach of its obligations under a Letter of Guarantee.
- 1.4.15 Any amendments or modifications to the terms and conditions of a Letter of Guarantee shall be valid only if made in writing and duly signed by the Bank and accepted in writing by the beneficiary.
- 1.4.16 The Applicant shall not assign, transfer, or delegate any rights or obligations under the Letter of Guarantee without the prior written consent of the Bank.
- 1.4.17 The Bank may assign, transfer, or delegate its rights or obligations under the Letter of Guarantee to any third party without the Applicant's consent, provided that such assignment does not affect the Applicant's rights or increase its obligations under the Letter of Guarantee.

2. Limitation of Liability

- 2.1 The Bank shall not assume responsibility or liability, and the Applicant hereby relinquishes any claims against the Bank with regard to:
 - 2.1.1 Any actions, oversights, losses, or delays associated with forwarding documents or payments to any individual or correspondent bank, or any uncertainties, actions, oversights, insolvency, or bankruptcy involving any correspondent bank;
 - 2.1.2 Any delays and/or losses during the transmission of messages, letters, or documents, whether sent via mail, electronic communication, or any other telecommunications channel. This also includes any delays, damage, or errors occurring in the transmission or delivery of communications by third parties.
 - 2.1.3 Any delays in fulfilling or failure to fulfill obligations under these terms due to factors beyond its reasonable control. Such factors include, without limitation, the failure, malfunction, or lack of availability of telecommunications, data communication, computer systems, and services not under the Bank's control, as well as factors such as war, hostilities, invasion, civil unrest, strikes, lock-outs, or other labor disputes, whether involving the Bank's employees or any other party, as well as any law or government order, regardless of its legal force;
 - 2.1.4 Any improper actions by the beneficiary, including breaches of contract in relation to a transaction. In such cases, the Applicant assumes all associated risks; and
 - 2.1.5 Any actions taken or reliance placed by the Applicant on advice received from the Bank, regardless of whether such advice was solicited by the Applicant.

3. Indemnity for Import Loan, Documentary Collection Refinance, and Letter of Credit Refinance

- 3.1 The terms contained herein apply when BBK finances payments against any Trade Instruments.
- 3.2 In consideration of the Bank either:
 - 3.2.1 Handing over to the Applicant the shipping document(s)/guarantee(s)/delivery order(s) of the Trade Instruments for the purpose of taking delivery of the related goods from sea/air and/or any customs or other transport authority(ies) and/or in consideration of the Bank delivering goods worth out of the goods already charged and pledged to the Bank as security and/or the Bank making payment on behalf of the Applicant's request and behalf in favor of the supplier of goods as detailed Trade Instruments granting requisite financing facility to the Applicant, the Applicant hereby declares and undertakes to land, store and to keep the said goods as Trustees for and on the Bank's behalf, and the proceeds of sales thereof shall be received by the Applicant on the Bank's behalf as trustees and paid to the Bank as and when received; or
 - 3.2.2 making payment on behalf of the Applicant's request in favor of the supplier(s) of services as given in the underlying Trade Instruments, by granting requisite financing facility to the Applicant.
- 3.3 The Applicant hereby undertakes to deposit the proceeds of the sale of the goods or services (where applicable) on receipt thereof or of each portion thereof, as the case may be, into the Applicant's account maintained with the Bank.
- 3.4 Acceptance and receipt by the Applicant of any Trade Instruments and/or such goods shall not be construed as termination or release by the Bank in respect of their title and/or ownership, charge, pledge, or security interests on the goods, and the same shall remain in full force and effect as if such Trade Instruments and/or goods remained continuously in the Bank's constructive and physical possession. The Applicant hereby expressly authorizes the Bank to take possession of the said Trade Instruments and/or the goods and/or any part thereof at any time and to place the same in such a manner as the Bank may think fit without giving the Applicant any notice until full and final repayment of the refinance amount together with interest, commissions, and other charges have been received by the Bank from the Applicant.
- 3.5 The Applicant undertakes to keep any goods, their sale proceeds, and records thereof separate and readily distinguishable from all other transactions and, as the Bank's agent on the Bank's behalf and for the Bank's sole benefit, to insure and throughout keep insured the said goods in the Bank's name as the first beneficiary for their full value against loss, damage, fire, pilferage, and all other customary risks and to hold the relative insurance policy(ies) and all money recovered and received thereunder on the Bank's behalf subject to the Bank's sole instructions.
- 3.6 Irrespective of the underlying insurance and in addition to it, the Applicant also holds itself liable for all loss and/or damage that may arise on the said goods whether or not the same are in transit.
- 3.7 The Applicant undertakes not to pledge any Trade Instruments and/or goods or any part thereof to any third party nor to part with the control of them except to purchasers thereof in the ordinary course of business. No delay, failure to exercise, or omission from the Bank's part to enforce the provisions of these terms shall be deemed as a waiver from the Bank's part to any of the Bank's rights or remedies hereafter.
- 3.8 The Applicant hereby undertakes that the Applicant has not received any sort of financing, nor will seek any sort of financing in the future from any other bank/third party for the underlying trade instrument or goods as long as any outstanding remains against the financing extended by the Bank.

- 3.9 Where the Applicant represents partner(s) of a partnership firm, liability of each and all of the partners under these terms shall be joint and several. Furthermore, the Applicant authorizes the Bank to debit the Applicant's Account with the Bank or with any of the Bank's branches under usual advice for the captioned amount together with periodic interest, commission, and other charges on the financing made available to the Applicant or paid to the supplier of the goods as a result of such financing, as and when such value, charges, interest fall due for payment. The Applicant confirms that the said principal amount of financing extended by the Bank shall be recovered by the Bank.
- 3.10 The Bank may at any time and without notice to the Applicant combine or consolidate all or any of the Applicant's accounts and set-off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of the Applicant's liabilities to the Bank on any other account or in any other respect whether such liabilities are actual or contingent, primary or collateral, several, and joint. The combination, consolidation, set-off, and transfer referred to in this clause may be made on one or more occasions and at any time at the Bank's absolute discretion. The exercise or non-exercise of the right under this clause shall not affect any of the Bank's rights on any security held by the Bank.
- 3.11 The Bank may at any time adjust the indemnity's tenor to the maximum approved tenor, which shall be the maximum number of installments or the period of credit that may be given to the Applicant due to Bank's policies, as notified to the Applicant in writing from time to time.
- 3.12 The Applicant acknowledges and agrees that the terms contained herein shall apply to any extension or reschedule of the subject facility without notice to the Applicant.
- 3.13 In case the applicant requests refinance of payment(s) backed by Trade Instruments such as Letter(s) of Credit or Documentary Collection(s), the Applicant acknowledges and agrees that the terms contained herein shall apply to the original Trade Instruments including all amendments (if any).
- 3.14 The Applicant acknowledges that the Bank may, at its discretion, share necessary information related to the subject facility with credit bureaus or other financial institutions as required by law or standard banking practices.
- 3.15 The Applicant agrees to indemnify and hold the Bank harmless from any claims, losses, or liabilities arising from the Applicant's actions or omissions related to the subject facility.

4. Data Privacy:

- 4.1 Personal Data shall mean any information in any form concerning an identified individual, or an individual who can, directly or indirectly, be identified by reference, in particular, to his or her personal identification number, or by reference to one or more factors specific to his or her physical, physiological, intellectual, cultural, economic, or social identity.
- 4.2 The Applicant acknowledges that BBK may share his Personal Data with any third parties in Bahrain or abroad if the bank is authorized to do so under applicable Data Protection Laws, including: BBK Group Companies (i.e. subsidiaries, affiliates, associates and other investee companies), regulatory authorities, professional service providers, external auditors, data processors, ancillary service providers, contractors, vendors, cloud service providers, and any other third parties as and when needed for the purposes mentioned above; or if BBK is legally obliged to share this Personal Data under the Laws and regulations. When required, BBK has implemented adequate measures for providing an appropriate level of security including the necessary agreements in place to protect the sharing of Personal Information with a third party.

5. By signing below, we hereby confirm the following:

- 5.1 We have requested access to the Portal provided by Bank of Bahrain and Kuwait B.S.C.
- 5.2 We understand that access to the Portal will only be granted after signing up for BBK Bankey, the platform through which the Portal's access is facilitated.
- 5.3 We agree to use the Portal solely for submitting trade finance transaction requests, receiving advice and updates, and accessing general transactional information.
- 5.4 All information provided in this application form is true and accurate to the best of our knowledge. We understand that any false or misleading information may result in the termination of our access to the Portal.

Authorised Signatory

Authorised Signatory