



Documentary Credit Application Form

LC Number

Select the type of Irrevocable Documentary Credit applied for.

(DD-MM-YYYY)

Transferable Revolving Standby

Date

Others (Specify).....

Applicant Details			
Account Number		Branch Name	
Account Name			
Physical Address			
P. O Box			
Email Address			
Financial Card Number			
Contact Person's Name			
Telephone No.1		Telephone No.2	
Beneficiary Details			
Name			
Physical Address		Street	
Postal Address		Ben. Bank	
Telephone No.1		SWIFT Code	
Email Address			
Advise through a Standard Bank Group Ltd subsidiary, agent or affiliate in the Beneficiary's Country		If not, please insert the preferred Advising Bank	
Documentary Credit (LC) Details			
Amount in Figures		Currency	
Amount in Words			
		Percentage Tolerance	
Terms of Payment			
<input type="checkbox"/> By Sight Payment		<input type="checkbox"/> By Acceptance:days from	
<input type="checkbox"/> By Mixed Payment		<input type="checkbox"/> Deferred Payment At:.....	
<input type="checkbox"/> By Negotiation At:.....		Against Documents Detailed Herein	
Beneficiary's Draft At:.....			
Drawn On:.....			
Date and Place of Expiry			
Date (DD-MM-YYYY):		Place:.....	

Applicant's Initials.....

Commercial invoices for the amount of the drawing showing the Incoterm 2020 rules

FOB CIF CFR Other Terms (Specify):

<p>Shipment Details</p> <p>Partial Shipment <input type="checkbox"/> Allowed <input type="checkbox"/> Prohibited</p> <p>Container Shipment <input type="checkbox"/> Allowed <input type="checkbox"/> Prohibited</p> <p>Transhipment <input type="checkbox"/> Allowed <input type="checkbox"/> Prohibited</p>	<p>Dispatch / Location Details</p> <p>Dispatch From:</p> <p>Port of Loading / Airport of Departure</p> <p>Port of Discharge / Airport of Delivery:</p> <p>Place of Final Destination / Place of Delivery:</p> <p>Not later than:.....(Latest Shipment Date)</p>
--	--

Goods Description

Point of Origin	Value and Quantity of Goods	Order Number	Notify Party
.....

Bills of Lading Freight Prepaid Freight Payable at Destination

Accompanied by the following documents

Applicable	Originals	Copies	Document Description/Requirement
<input type="checkbox"/>	Signed commercial invoices
<input type="checkbox"/>	Packing list
<input type="checkbox"/>	Certificate of origin
<input type="checkbox"/>	Full set of clean "on board" marine bills of lading
<input type="checkbox"/>	Air waybills
<input type="checkbox"/>	Rail/Road Consignment note
<input type="checkbox"/>	Inspection Certificate Country of Issue
<input type="checkbox"/>	Beneficiary certificate stating that one complete set ofdocuments are to be forwarded byto within..... days of transport document date		

Other Documents.....

Insurance Documents

<input type="checkbox"/> Required	Insurance documents (all risks) endorsed in blank for the full invoice value PLUS %
<input type="checkbox"/> Not Required	I will arrange for insurance here and undertake to hand you Policies/ Certificates of Insurance approved by the Bank, duly endorsed in favour of the Bank.

Documents to be presented within days after the issue of the shipping documents but within the validity of the credit (maximum 21 days).

Other terms and conditions (attach separate annexure if need)

Applicant's Initials.....

AUTHORIZATION

“The Applicant hereby instructs Stanbic Bank Uganda to issue a Documentary Credit as indicated above. The Applicant declares that the information provided by it is complete and correct and acknowledges that Stanbic Bank Uganda will not be liable for errors, omissions or delays in transmissions arising from circumstances beyond its control. The Applicant understands that it’s the Applicant’s responsibility to inform Stanbic Uganda of any changes to the circumstances surrounding the issuance of the Documentary Credit or the details contained in the Application Form. The Applicant acknowledges that this Application Form for Documentary Credit provided by them to Stanbic Bank Uganda Limited must be completed to the satisfaction of Stanbic Bank Uganda Limited. Following such completion, the Applicant will be presented with a draft Documentary Credit which the Applicant may approve or amend as the case may be. The draft Documentary Credit shall only be available for amendment or approval for five (5) working days within which period the Applicant must approve or amend the contents of the Documentary Credit. In the event the Applicant does not approve or amend the relevant Documentary Credit within the above-mentioned period, the Application will be cancelled and the Applicant will be required to make a new Application. The Applicant hereby consents to this information being provided to the Financial Intelligence Authority and the Credit Reference Bureau.

- 100% Cash Cover**
 Facility
 Fixed Deposit (attach details)
 Unsecured
 Other Specify.....

Applicant Settlement Details

Special Conditions

Insurance to be covered by Applicant Beneficiary

To be advised through (bank).....

Documents to be presented within..... days after the shipment but within the validity of the credit.

Confirmation Instructions

Without
 May Add
 Confirm
 Preferred bank to Confirm:.....

Charges – Select “A” for applicant or “B” for beneficiary

***Note – the charges below refer to the foreign bank’s charges**

Advising commission	Confirmation charges	Negotiating commission	Reimbursing commission	All other charges	Acceptance/ Deferred payment	Discount charges

For Bank Use Only

KYC confirmation check <input type="checkbox"/> Yes <input type="checkbox"/> No Sanction screen checked <input type="checkbox"/> Yes <input type="checkbox"/> No Facility Limit Amount Outstanding This Credit Amount New Exposure Is Cash Cover Applicable? <input type="checkbox"/> Yes <input type="checkbox"/> No	Received by (Name and Signature): Authorised by (Name and Signature): Date (DD-MM-YYYY):
---	---

Applicant’s Initials.....

Terms and Conditions and Indemnity

1. Unless otherwise provided herein, the definitions within these Terms and Conditions will have the same meanings provided in the Application form overleaf.
 2. The Applicant hereby requests and authorises you, Stanbic Bank Uganda Limited (Registration Number: 80020001471657) (the "Bank") to issue irrevocable documentary credit(s) from time to time, subject to the latest version of the Uniform Customs and Practice for Documentary Credits, published by the International Chamber of Commerce (hereinafter referred to as the "Documentary Credit(s)") and so bind yourself on our behalf in favour of the Beneficiary named in the underlying Documentary Credit Application form and for the amount as set out in the relevant Documentary Credit Application Form.
 3. The Bank may debit the Applicant's Account Number or any other bank account held with the Bank from time to time (the "Bank Account"), with any fees, charges and commission payable in respect of the Documentary Credit together with interest thereon (where applicable), calculated at the Bank's ruling rates from time to time, from the date any such sum becomes due and payable until the date final payment is received by the Bank. The Applicant understands that any such fees, charges and commission payable in terms of the Documentary Credit(s) will be non-refundable and will also reviewed annually and any amendments thereto will be reflected in the Bank's Tariff Guide. For purposes of the above, "Bank's ruling Rate" shall mean the prime rate of interest per annum quoted by the Bank, compounded monthly in arrears and calculated on a 365-day year factor, irrespective of whether the year is a leap year or not.
 4. The Applicant hereby requests and irrevocably authorises the Bank without confirmation from the Applicant:
 - 4.1 to pay, or settle any claim which may be made against the Bank in terms of Uganda Shillings and/or foreign currency denominated Documentary Credit(s), against presentation of documentation in accordance with the provisions of the underlying Documentary Credit(s) by the Beneficiary unless prevented by a court order issued by a court with competent authority;
 - 4.2 to debit, the Applicant's Bank Account whether in credit or otherwise or charge against any other cover held for the Applicant's account, any sum(s) detailed in paragraph 4.1 above and any expenses related to the payment;
 - 4.3 For a foreign denominated Documentary Credit, to pay, or settle the claim made against the Bank at the Bank's selling rate for the foreign currency ruling upon the date payments are to be debited to the Applicant's Bank account or on the date upon which the Bank is able to sell to the Applicant such foreign currency to cover the claim. Where the Applicant elects to take out with the Bank forward exchange to cover the foreign currency amount of the claims, such claims will be converted at the forward exchange contract rate. The Applicant acknowledges that responsibility for informing the Bank that conversion is to be affected at the forward exchange contract rate rest with the Applicant.
 5. The Applicant acknowledges that the Bank will pay against presentation of documentation received in accordance with
 6. The Applicant agrees that in the event of the Bank Account nominated by the Applicant in terms of the authority given in 3 and 4 above closing, changing or having insufficient funds and/or whether or not the maximum aggregate limit in relation to any facility granted by the Bank to the Applicant (the "Facilities") has been (i) fully utilised and/or (ii) cancelled and/or (iii) reduced to an amount which is, on any day, less than the sum claimed in paragraph 4 above, the Bank may, without reference to the Applicant, debit any other account in the Applicant's name with a Standard Bank Group member, or any other account held by the Applicant with any other financial institution. For the avoidance of doubt, it is recorded that the Applicant shall remain liable for all and any amounts owing by the Applicant to the Bank howsoever arising, including without limitation, (i) amounts arising in respect of these Terms and Conditions and Indemnity and/or (ii) arising from or relating from the issuance or payment under or in terms of the Documentary Credit(s) issued by the Bank under the Documentary Credits Facility and/or (iii) any loss or damage which the Bank has incurred (the "Indebtedness") at the request of the Applicant, irrespective of whether or not the Applicant hold any bank account/s or have any facilities, with the Bank, and/or the Documentary Credits Facility has been fully utilised, cancelled, repaid and/or reduced to any amount which is, on any day, less than the amount of the Indebtedness.
- For the purposes of this paragraph 6:
- 6.1 "Standard Bank Group" shall mean Standard Bank Group Limited (Registration Number: 1969/017128/06) together with every entity that is Controlled by it or which is Under Common Control with it; and
 - 6.2 "Control" shall mean the ability to directly or indirectly determine the strategic direction of an entity, whether by way of holding shares, having the power to appoint directors, through contractual rights or in any other way whatsoever and the term "Under Common Control" refers to two or more entities that are all together under the direct or indirect Control of the same person or entity.
7. For the purposes of these Terms and Conditions and Indemnity:
 - 7.1 "Competent Authority" shall mean any one of the following:
 - 7.1.1 Her Majesty's Treasury of the United Kingdom ("HMT");
 - 7.1.2 The Office of Foreign Assets Control of the Department of Treasury of the United States of America ("OFAC");
 - 7.1.3 The United Nations Security Council ("UNSC");
 - 7.1.4 The European Union's Common Foreign and Security Policy ("EU");

Applicant's Initials.....

- 7.1.5 French Ministry of Economy, Finance and Industry (“MINEFI”); and
- 7.1.6 any other competent authority recognised by the Bank from time to time.
- 7.2 “Sanctions” shall mean sanctions imposed from time to time by any of the Competent Authorities;
- 7.3 “Sanctioned” shall mean listed on all or any one of the Sanctions Lists and/or subject to any Sanctions;
- 7.4 “Sanctioned List” shall mean:
 - 7.4.1 the UNSC Sanctions Lists established pursuant to UNSC Resolutions;
 - 7.4.2 the OFAC Specially Designated Nationals list and any other targeted Sanctions Lists administered by OFAC;
 - 7.4.3 the HMT Consolidated List of Financial Sanctions Targets in the United Kingdom;
 - 7.4.4 the Consolidated List of Persons, Groups and Entities Subject to European Union Financial Sanctions; and
 - 7.4.5 the Consolidated List of Persons, Groups and Entities Subject to the French Ministry of Economy, Finance and Industry Sanctions.
- 8. The Applicant undertakes to the Bank that:
 - 8.1 they are not currently or in the foreseeable future the subject of any sanctions investigations;
 - 8.2 it shall be held solely responsible for the acceptance of all documents provided under the Documentary Credit(s) and the Bank is not and will not be held responsible for any misrepresentation in the documents.
- 9. The Applicant hereby indemnifies and holds the Bank harmless against any loss or damage of whatsoever nature and howsoever arising which the Bank may suffer or sustain arising from, or relating to the issuance, payment or settlement of any claim(s) under or in terms of the Documentary Credit(s), including but not limited to:
 - 9.1 damages of whatsoever nature and howsoever arising caused to or suffered by the Bank in connection with (a) the Applicant's use of a third party to take delivery on the Applicant's behalf of any document(s) relating to the Documentary Credit(s) and/or (b) the Applicant's request for the Bank to deliver any document(s) relating to the Documentary Credit(s) and in all such instances the Applicant agrees that the Bank shall not be held liable for the late delivery, loss or misplacement of any such document(s);
 - 9.2 any loss or damage of whatsoever nature howsoever arising, which the Bank may suffer or sustain arising from, or relating to the issuance, payment or settlement of any claim(s) under or in terms of the Documentary Credit(s) should the beneficiary(ies), its/their parent company or its/their substantial shareholder:
 - 9.2.1 become the subject of Sanctions established by a recognised Competent Authority. Competent Authority shall have the meaning assigned to it in paragraph 6.1 above; and/or
 - 9.2.2 act to directly or indirectly benefit any party against whom Sanctions have been established by a Competent Authority.
 - 9.3 any loss or damage of whatsoever nature howsoever arising from all actions, proceedings, claim(s) and/or demand(s) that may be brought against the Bank and all losses, damages, costs and expenses which the

Bank may incur or sustain, in connection with or arising out of:

- 9.3.1 the seizure, blocking or withholding of any funds by any Sanctioning Body; and/or
- 9.3.2 conduct or activity on our part that directly or indirectly benefits any party against whom Sanctions have been established by any Sanctioning Body from time to time.
- 10. The Applicant hereby cedes, transfers and disposes of all or any rights acquired in terms of or under each Documentary Credit including but not limited to all rights of entitlement, ownership and control of the goods which form the subject matter of the Documentary Credit. The Bank hereby accepts the cession and transfer of all rights in terms of or under each Documentary Credit. Full and final settlement of the amount due to the Bank in terms of each Documentary Credit, shall trigger re-cession of all rights acquired by the Bank as expressed above back to the Customer.
 - 10.1 The Applicant shall on request by the Bank at any time execute and sign all such transfers, powers of attorney, further assurances or other documents and do all such other acts and things as the Bank may require to realise or to vest the goods which form the subject matter of the Documentary Credit in the Bank or its nominees or a purchaser or a transferee or to perfect or preserve the Bank's rights and interests under or pursuant to these Terms and Conditions and Indemnity.
- 11. The Applicant shall be liable to maintain insurance, in full force and effect, over the goods which form part of the subject matter of the Documentary Credit, against all risks for an amount equal to the amount of the Documentary Credit. The Applicant undertakes that the Applicant shall at all times be liable for all costs and risks assumed in connection with the insurance. The Applicant authorises the Bank to collect the amount due under any insurance policy and undertake such steps as the Bank may require collecting on the Bank's behalf or to enable the Bank to collect the amount of any such claim. The Applicant undertakes not to do or omit to be done any such act or thing by which any such policy may be or become invalidated, cancelled or altered.
- 12. If the Applicant fails to insure as above the Bank shall be at the liberty to effect insurance at its discretion and the Applicant shall reimburse the Bank on demand all costs and expenses incurred in that respect by the Bank. If any insurance monies are paid to or received by the Applicant, the Applicant shall forthwith pay the same to the Bank and until so paid the Applicant shall hold such insurance monies on behalf of the Bank.
- 13. The Applicant will not hold the Bank responsible for any default of the insurers or the sufficiency of any policies under which the goods are insured, provided that the insurance policy/ies complies sufficiently with the Documentary Credit. Where a Documentary Credit is cash covered in full, the Bank will not require confirmation of insurance over the goods.

Applicant's Initials.....

14. Should the Applicant fail to meet any of the Bank's requirements in terms of the Documentary Credit, the Applicant agrees that the Bank may land, receive and insure the goods, and sell the entire shipment at the cost and risk of the Applicant, by public auction or as the Bank may deem fit and proper. In doing so, the Bank will not prejudice any rights that the Applicant may have in this regard. The Bank is hereby authorised to deduct all payments relating to the freight, insurance, commission and all charges in relation to the handling of the goods and the sale thereof, where after the Bank may either credit the Applicant's account with the net proceeds or apply the proceeds to the payment of the drawings honored under the Documentary Credit. The Applicant undertakes to deliver to the Bank all documents as may be required by law or usage to enable the Bank to land, receive and insure the goods.
15. If the goods are sold, the Bank shall be entitled to take a commission of 2.5% of the gross proceeds in addition to its usual commission. The Applicant shall further pay on demand any shortfall applicable and collect any amounts due or to become due under the marine or other insurance cover necessary.
16. The Applicant agrees that:
- 16.1 For as long as the Documentary Credit(s) are in existence, upon the occurrence of any one of the following events ("Trigger Events"), the Bank shall be entitled to exercise any one or more of the rights referred to in 16.2 below:
- 16.1.1 if the Applicant fails to pay any sum due by it;
- 16.1.2 if there is a "Material Adverse Change", which means any event or occurrence which could, in the absolute, sole and unfettered discretion of the Bank, adversely affect the Applicant's:
- 16.1.2.1 business, operations, assets, property, condition, financial position or prospects;
- 16.1.2.2 ability to perform or comply with its obligations to the Bank, in terms of any agreement, any facility letter and any legal documentation, including but not limited to security provided in respect of its Indebtedness to the Bank or Standard Bank Group;
- 16.1.3 if the ultimate beneficial Control of the Applicant changes, without the Bank's prior written consent, while the Documentary Credit(s) are in existence, to the extent that the Control of the Applicant vests in persons other than those who Control it on the date of signature hereof and/or if the Applicant's shareholders at the date of signature hereof changes, without the Bank's prior written consent. For purposes of this paragraph 16.1.3 "Control" shall have the meaning assigned to it in paragraph 6.2 above;
- 16.1.4 if the Bank becomes aware, at any time of a fact or circumstance (whether same was present at the date of signature hereof or arose thereafter) which leads the Bank to believe or suspect that any representation or warranty or undertaking made or represented either in respect of the Applicant in or pursuant hereto or in any other document delivered by the Applicant to the Bank, is not complied with or is incorrect (or becomes incorrect at any time) in any respect;
- 16.1.5 if performance under the Documentary Credit(s) is rendered impossible de jure or de facto;
- 16.1.6 if, at any time, the Applicant is deemed to be unable to pay its debts in accordance with the provisions of section 3 of the Insolvency Act of 2011 or an event analogous to the foregoing occurs in respect of the Applicant in any other jurisdiction, or the Applicant defaults in the payment of any of its debts (of whatsoever nature or amount) when due, or defaults generally in the payment of its liabilities;
- 16.1.7 if a resolution is taken by the members or shareholders of the Applicant or the members or shareholders of any surety or guarantor for the Applicant's Indebtedness to the Bank, to voluntarily wind-up any of the said parties or if any of the said parties or any of their assets become subject to any sequestration, liquidation or business rescue, whether provisional or final, or if any trustee, liquidator, business rescue practitioner or any similar officer is appointed in respect of any of the said parties or any of their assets;
- 16.1.8 if the board of directors of the Applicant and/or board of directors of any surety or guarantor for the Applicant's Indebtedness to the Bank, resolve that the said party voluntarily begins business rescue proceedings and be placed under section 58 of the Insolvency Act, 2011 and be placed under provisional administration under section 139 of the Insolvency Act, 2011 or if any steps of whatsoever nature are taken by the board of directors of any of the aforementioned parties with the objective of commencing business rescue proceedings;
- 16.1.9 if an application is made by any person the Applicant, a director of the Applicant, a shareholder of the Applicant, a contributor or the official receiver to place the Applicant and/or any surety or guarantor for the Applicant's Indebtedness to the Bank under, or an order is granted by a court of competent jurisdiction placing it under, supervision and commencing business rescue proceedings under section 92 of the Insolvency Act, 2011 Act or if any steps of whatsoever nature are taken by any person in respect of any of the aforementioned parties with the objective of commencing business rescue proceedings;
- 16.1.10 if any agreement or obligation or any provision of an agreement to which the Applicant is a party is cancelled or suspended (whether entirely, partially or conditionally) whether under Section 146 of the Insolvency Act or otherwise, by the creditors in respect of the Applicant or any of its assets
- 16.1.11 if a moratorium of any Indebtedness owed by the Applicant or a composition, assignment or arrangement with one or more of the Applicant's creditors take effect;
- 16.1.12 if any expropriation, attachment or execution which affects any of the Applicant's asset(s) is not discharged within 20 (twenty) Business Days (being any day which is not a Saturday,

Applicant's Initials.....

- 16.1.13 if the Applicant commits any act which would constitute an Act of Insolvency in terms of section 3 of the Insolvency Act of 2011 if the Applicant was a natural person;
- 16.1.14 if the Applicant enters into any amalgamation, demerger, merger or corporate reconstruction without the prior written consent of the Bank;
- 16.1.15 Without derogation from the provisions of 16.1.14 above, if the Applicant consolidates or amalgamates with, or merges with or into, or transfer all or substantially all of its assets to, or reorganise, reincorporate or reconstitute into or as another entity and, at the time of such consolidation, amalgamation, merger, transfer, reorganisation, reincorporation or reconstitution, the resulting surviving or transferee entity fails to assume all or the Applicant's obligations under the Documentary Credit(s);
- 16.1.16 if it is or becomes unlawful or illegal for the Applicant or the Bank to perform any of the obligations under the Documentary Credit(s) or any such obligations are or become unenforceable against the relevant party;
- 16.1.17 if the Applicant ceases to carry on business in a normal and regular manner or materially changes the nature of its business;
- 16.1.18 if the country in which the Applicant resides or has its principal office or is incorporated in is involved in war, whether declared or not;
- 16.1.19 should the Applicant, any surety or guarantor or other security provider for the Applicant's Indebtedness to the Bank, or any person or entity that owns, holds or controls (directly or indirectly) or derives any benefit (in any manner whatsoever) from, one of more of the aforesaid entities (each "Entity") or the country in which an Entity is incorporated becomes Sanctioned;
- 16.1.20 if the Applicant becomes the subject of Sanctions established by a recognized Competent Authority;
- 16.1.21 if the Applicant acts, directly or indirectly, to benefit any party against whom Sanctions have been established by a Competent Authority;
- 16.1.22 should the Bank become aware, at any time, of a fact or circumstance (whether same was present at or before the date of signature date hereof or arose thereafter), which leads the Bank to believe or suspect that:
- 16.1.23 any of the Applicant's (and/or its parent company and/or guarantor's) bank accounts held with the Bank are being used fraudulently, negligently, for illegal or terrorist activities, or for any purpose that does not comply with any law; or
- 16.1.24 the Applicant (and/or its parent company and/or guarantor) are involved in illegal or terrorist activities
- 16.2 The Bank may in its sole, absolute and unfettered discretion, at any time after the occurrence of a Trigger Event:

- 16.2.1 decline any request by the Applicant to issue further Documentary Credit(s);
- 16.2.2 require, on demand from the Applicant, cash collateral in such amount as to equate to the credit amount of the Documentary Credit(s) and any other amount owing to the Bank in respect of the Documentary Credit(s), such further Cash Collateral or other security as the Bank may in its sole, absolute and unfettered discretion deem necessary, which cash collateral the Applicant irrevocably undertakes to provide within five (5) Business Days (being any day which is not a Saturday, Sunday or official public holiday in the Republic of Uganda) of receipt of a written demand. For purposes of this paragraph 16.2.2, "Cash Collateral" means a circumstance under which the Applicant pays an amount in the currency of that Documentary Credit(s) to an account with the Bank in the name of the Applicant and the following conditions are met:
 - 16.2.2.1 until no amount is or may be outstanding under the Documentary Credit(s), withdrawals may not be made from the Bank Account; and
 - 16.2.2.2 the Applicant has executed and delivered a security document over that account, in form and substance satisfactory to the Bank (in its sole and absolute discretion, acting reasonably) creating a first ranking security interest over that account; and/or
 - 16.2.3 terminate the Documentary Credit(s) facility.

17. For purposes of this section, the following definitions shall apply:

- a) "Standard Bank Group" shall having the meaning prescribed to it in 6.1 above
- b) "Personal Information" means information about an identifiable, natural or, where applicable, a juristic person, including but not limited to: information about race, gender, pregnancy, marital status, nationality, ethnic or social origin, sexual orientation, age, any identifying number, symbol, e-mail, postal or physical address, telephone number, location and any other such information
- c) "Processing" means any activities performed on personal information.

The Applicant hereby consents to the Bank collecting the Applicant's Personal Information and where lawful and reasonable, from public sources for credit, fraud and compliance purposes, as well as the purposes set out below. If the Applicant gives the Bank Personal Information about or on behalf of another person, the Applicant confirms that they are authorised to consent on their behalf to give and process their Personal Information into and outside the country where the products or services are provided and to generally act on their behalf. The Applicant consents to the Bank Processing the Applicant's Personal Information

- 17.1 to provide products and services to the Applicant in terms of this Documentary credit and any other products and services for which the Bank may apply;
- 17.2 to carry out statistical and other analyses to identify potential markets and trends, to evaluate and improve our business;

Applicant's Initials.....

- 17.3 In countries outside the country where the products or services are provided. These countries may not have the same data protection laws as the country where the products or services are provided. Where the Bank can, the Bank will ask the receiving Party to agree to the Bank's privacy policies;
- 17.4 by sharing the Applicant's Personal Information with our third-party service providers, locally and outside the country where the products or services are provided. The Bank asks people who provide services to the Bank to agree to the Bank's privacy policies if they need access to any Personal Information to carry out their services; and within the Group.
- 18 The Documentary Credit as well as these Terms and Conditions and Indemnity shall be governed by and interpreted in accordance with the laws of Uganda. Any dispute that may arise between the Bank and the Applicant shall fall within the jurisdiction of the court of Uganda.
- 18.1 The Bank and the Applicant agree that should a dispute arise with respect to this Agreement, they shall both make good faith efforts to resolve the dispute on a business basis through negotiations

between the parties' respective Chief Executives. If the negotiations fail to resolve the dispute as above then the parties agree to refer the matter to a sole arbitrator to be appointed by agreement between the parties jointly. The decision of the arbitrator shall be final and binding upon the parties to the extent permitted by the applicable law.

- 19 No delay or omission on the Bank's part in excising any right, power, privilege or remedy contained herein or in the Documentary Credit shall impair such rights, powers, privileges or remedies or be construed as a waiver of it, nor shall any single or partial exercise of any such right, power, privilege or remedy preclude any further exercise of it or any other such right, power, privilege or remedy. The rights, powers, privileges and remedies contained herein are cumulative and not exclusive of any rights powers privileges and remedies provided by the law.
- 20 The Applicant hereby agrees that the undertakings, authorities, indemnities and agreements contained herein are in addition and without prejudice to any other security which the Bank may now or subsequently hold and are not affected by any intermediate payment or settlement of account.

Duly Signed For and on behalf of the Company by		
	Full Name	Signature
Director / Authorised Signatory		
Director / Authorised Signatory		
Director / Authorised Signatory		
Director / Authorised Signatory		