



**NATIONAL EXPORT-IMPORT BANK OF JAMAICA LIMITED
CUSTOMER AGREEMENT**

This Agreement is made on

BETWEEN the NATIONAL EXPORT - IMPORT BANK OF JAMAICA LIMITED

("the Bank") registered under the Laws of Jamaica and having its registered office at 85 Hope Road, Kingston 6, St. Andrew, Jamaica

And

Name

Address

Tax Registration Number

("the Customer")

The Customer for valuable consideration hereby agrees that the operation of each loan facility which the Customer now or hereafter has with the Bank and the carrying on of any other banking business by the Customer shall be subject to the following covenants, terms and conditions:

1. REPRESENTATIONS AND WARRANTIES

The Customer hereby represents warrants and agrees that:

- 1.1 If the Customer is an individual, he has reached 18 years of age;
- 1.2 If the Customer is an organization:
 - a) The Customer is properly organized and lawfully exists under the Laws of Jamaica;
 - b) The Customer has full power, authority and legal right under its incorporation or constitutive documents to enter into and execute this Agreement and to perform the terms and conditions contained herein and such other documents and instruments as shall be necessary;
- 1.3 The Customer shall not undertake any business or activity which shall contravene any law or regulation.

2. WAIVERS

Subject to any specific instructions given to the Bank in writing,

- 2.1 The Customer hereby waives presentment, notice of dishonour and protest of all bills of exchange, promissory notes, cheques and other instruments (“instrument”) drawn, made, accepted or endorsed by the Customer now or hereafter delivered to the Bank for any purpose whatever, and the Customer shall be liable to the Bank in respect thereof as if presentment, notice of dishonour and protest had been duly made or given.
- 2.2 If the Bank should consider it in the best interest of the Customer or the Bank that any instrument should be noted or protested because of any endorsement other than that of the Customer or for any other reason, the same may be noted or protested at the discretion of the Bank, but the Bank shall not be liable for failure or omission to note or protest any such instrument.

3. LOAN ARRANGEMENTS

- 3.1 **Business Days.** The Bank’s business days are Monday to Fridays excluding public holidays.
- 3.2 **Interest Rate.** The interest rate shall be governed by the interest rate regime existing from time to time.
- 3.3 **Valid Date of Transaction.** The effective date of the disbursement shall be the date the cheque was drawn by the Bank.
- 3.4 **Repayment of Loan.** In order to receive value for loan repayment, monies must be received on or before 1:00 p.m. on the Business Day. If the repayment date shall fall on a public holiday, a Saturday or Sunday, then the repayment date shall be deemed to be the **previous** Business Day.
- 3.5 **Loan Facility.** Each loan facility is governed by the letter of commitment issued to the Customer with respect to that facility or where no commitment letter has been issued the loan facility shall be governed by the general terms and conditions applicable to the loan facility.

4. USE OF AGENTS AND TRANSMISSION SYSTEMS

- 4.1 The Bank may use the services of any correspondent or other entity or any funds transfer method or system as it may deem best in doing any act or thing in the course of or in connection with the banking business of the Customer. Such correspondent or other entity, in providing such services, and the Bank in using such services or funds transfer methods or systems, shall be deemed the agent of the Customer.
- 4.2 The Bank shall not be liable to the Customer by reason of:
 - 4.2.1 Any act or omission of such correspondent or other entity in the performance of such services or the failure of any such funds transfer method or system due to any reason beyond the reasonable control of the Bank, or

4.2.2 The loss, destruction or delayed delivery of any instrument, security, certificate, document, instruction or signal of any kind while in transit or while in the possession or control of a person other than the Bank.

4.3 The Bank shall not be liable to the Customer for any delay in completing or failure to complete any funds transfer instruction:

4.3.1 Through the use of any funds transfer method or system for any reason not within the reasonable control of the Bank, or

4.3.2 Due to any chronology in handling funds transfer instructions by the Bank or any other party or system.

5. CUSTOMER INSTRUCTIONS AND CONFIRMATIONS

5.1 Where the Bank is requested to act upon any instruction respecting banking business of the Customer, the Bank shall incur no liability in acting upon such instruction including, without limitation, telephone, oral, telex, facsimile, electronic or other instructions or directions which the Bank believes in good faith to have been given by the Customer or by an authorized representative or attorney of the Customer. In the event of a discrepancy between any such instruction and any written confirmation thereof, such instruction as understood by the Bank is agreed to be paramount.

6. MAILING OF ACCOUNT RECORDS

The Customer hereby instructs the Bank to mail a statement of account from time to time to the Customer at the address of the Customer recorded in the books of the Bank. This instruction will continue in force until a contrary instruction in writing is received by the Bank from the Customer. The Customer hereby agrees that:

6.1 As soon as possible after a change of mailing address to notify the Bank of such change;

6.2 Upon receipt from the Bank from time to time of a statement the Customer agrees to check the balance in the said statement to confirm the correctness of the statement of account;

6.3 The Customer will within thirty days of receipt of the statement of account, notify the Bank in writing of any errors or omissions therein or therefrom;

6.4 At the expiration of the said thirty days, except as to any errors or omissions of which the Bank has been so notified in writing, and except as to any amounts improperly credited to the Customer's account, it shall be regarded as final and conclusive evidence, without any further proof, as between the Bank and the Customer that:

6.4.1 The amount of the balance shown in the statement is true and correct;

6.4.2 The Bank is totally and irrevocably released from all claims by the Customer in respect of any and every item in the said statement; and

6.4.3 The Customer fully and completely acknowledges that the Customer will have no further action against or recourse to the Bank in respect of the outstanding balance in the said statement. After the expiry of the said thirty days the Bank shall be relieved of all liability and the Customer shall bear all losses in respect of any incorrect balances.

7. LIMITATION OF LIABILITY

- 7.1 Notwithstanding any oral or written advice from any person respecting the purpose of any instrument or instruction, the Bank shall not be liable for any consequential or special damages.

8. DISCLOSURE OF INFORMATION

- 8.1 The Bank shall take reasonable care to ensure that information pertaining to the Customer remains confidential and protected from access by third parties, save that the Bank may disclose any information about the Customer and the Customer's accounts:

- 8.1.1 to a credit bureau duly licensed credit bureau;
- 8.1.2 if the Bank in its discretion deems such disclosure necessary or desirable;
- 8.1.3 pursuant to legal process or subpoena;
- 8.1.4 if disclosure is necessary to protect the Bank's interests;
- 8.1.5 if disclosure is necessary in accordance with the Proceeds of Crime Act or the Credit Reporting Act or other applicable law. The Customer shall indemnify the Bank for its fees and costs, including reasonable legal fees and court costs for any investigation or potential investigation under the Proceeds of Crime Act or the Credit Reporting Act including but not limited to seeking direction from a court of competent jurisdiction on the Bank's rights and obligations in such matters.

- 8.2 In pursuance of clause 8.1, the Customer hereby consents to and authorizes any such disclosure, and the Bank shall not become liable by reason of the giving of any such information or of its being inaccurate or incomplete.

- 8.3 The Customer consents to the Bank receiving and exchanging credit information concerning the Customer's loan accounts with the Bank with any financial institution, credit reporting agency or credit bureau or any person, firm or corporation with which the Customer has or proposes to have financial relations.

9. SEVERABILITY

If any of the provisions of this Agreement shall be found to be invalid or unenforceable for any reason it will not affect any of the other provisions of this Agreement and all other provisions will remain in effect as if the invalid or unenforceable provisions had never been contained in the Agreement.

10. NON-WAIVER OF TERMS

No failure on the Bank's part to insist or delay in insisting on compliance with the provisions of this Agreement shall operate as a waiver of that provision then or at a later date.

11. GENERAL

- 11.1 This Agreement together with the Letter of Commitment and Security Documentation ("the Documentation") as they may be amended from time to time shall constitute the entire agreement between the parties relating to the Customer's transactions with the Bank. The

headings contained in this Agreement are for convenience only and shall not affect its interpretation or meaning.

11.2 If there is any conflict or inconsistency between the provisions of this Agreement and the Documentation then whichever of the documents was more recently reviewed by the Bank and supplied to the Customer shall prevail.

11.3 The Bank reserves the right to change and/or add to the terms and conditions of this Agreement on giving the Customer thirty (30) days' notice in writing provided that upon the service of any such notice, the Customer shall have the right, if the Customer so desires to settle its outstanding balance with the Bank within thirty (30) days from the date of the notice and terminate its relationship with the Bank

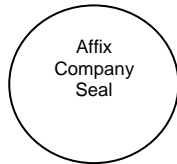
11.4 The Bank reserves the right to terminate its relationship with the Customer if the Bank has reason to believe that the Customer is engaged in criminal activity.

11.5 If there is any change in any statute or regulation the Bank may change this Agreement to comply with the amendments to the statute or regulations. The Bank will notify the Customer of all such changes.

11.6 This Agreement shall continue to bind the Customer notwithstanding any amalgamation or reconstruction that may be effected with any other company or person or any transfer of business or part thereof.

USE FOR COMPANIES, CORPORATIONS, ETC.

Signed by



.....
Name of Director

.....
Signature of Director

.....
Name of Director/Secretary

.....
Signature of Director/Secretary

Name of Witness

USE FOR INDIVIDUALS OR SOLE PROPRIETORS

Signed by

.....
Signature of Customer

.....
Signature of Witness

.....
Name of Witness

.....
Title