PrimePay Setup Form

Prime Bank

Date:

To:
Prime Bank PLC.

Ref No.

Please Tick ( ) Your Choice

Company Information

Group Name	
Company Name	
Company ID	A/C No. *if more than one A/C please add an excel with additional account numbers*
Company Address	
Mailing Address *(if different from above)*	
Setup	☐ New ☐ Amendment ☐ Inactivate

Contact Information

Name of Primary Contact		Name of Secondary Contact	
Designation		Designation	
Phone Number		Phone Number	
Email Address		Email Address	

Please select the service:

☐	Prime Cheuque Management Solution	☐	MFS Fund Transfer
☐	Pay Order Management Solution	☐	BillsPay
☐	Statements & Reports	☐	DDI
☐	All Fund Transfer (Intra-Bank FT, BEFTN, RTGS, NPSB)	☐	Others (PSR, A-Challan, etc.)

Details of Cheque Printing Location

Printing Location	**Customer Location**

Details of Pay Order Printing Location

Printing Location	☐ Cash Management Operations	☐ Branch (please mention branch name beneath)
Name of the Branch (s)		

Commission Detail

Account Name for Realization of Commission		Account No.	

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User Information

Operator Information

1. Full User Name		Signature	
Date of Birth			
Mobile Number			
Email Address (Domain)			
2. Full User Name		Signature	
Date of Birth			
Mobile Number			
Email Address (Domain)			

Checker Information

1. Full User Name		Signature	
Date of Birth			
Mobile Number			
Email Address (Domain)			
2. Full User Name		Signature	
Date of Birth			
Mobile Number			
Email Address (Domain)			

Authorizer Information
signatures of the authorizers will be printed on the cheques in case of cheques printed through Prime Cheque Management Solution)

1. Full User Name		Signature	
Date of Birth			
Mobile Number			
Email Address (Domain)			
OTP	☐ Email ☐ SMS		
2. Full User Name		Signature	
Date of Birth			
Mobile Number			
Email Address (Domain)			
OTP	☐ Email ☐ SMS		

Please find the signature(s) of our Authorized Signatory (as per 'Authorizer Information' of this form and our board Resolution on Operational Mandate for banking accounts) & would request you to convert the said specimen signature into a Mechanical Signature or delete the said in PrimePay. Operational mandate of the authorized signatory shall be given separately. I/We hereby undertake that we shall intimate you through this form whenever any change of signatory (for any of the above role) is required into PrimePay. I/We further confirm that above users have the authority to perform roles and functions designated in the setup form.

Authorized Signatory of Client		Authorized Signatory of PBL	
Authorized Signatory(s)	Authorized Signatory(s)	Authorized Signatory(s)	Authorized Signatory(s)

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Prime Bank

General Terms & Conditions

Here, _____ is referred as "CLIENT" and Prime Bank is referred as "PBL".

I.   This Agreement shall come into force with effect from the date above mentioned and shall remain in force unless and until it is terminated by either Party by giving the other party 30 (thirty)days' notice in writing, without assigning any reasons whatsoever.

II.   Without prejudice to any right of termination of the Agreement, a Party may serve on the other Party a 30 (thirty) days written notice of a claim of breach of the Agreement by the other Party to remedy such breach and upon the failure by the Party to so remedy the breach within the stipulated period, the notifying Party shall be entitled to terminate the agreement forth with thereafter.

III.   Notwithstanding the foregoing, either Party may forthwith terminate this Agreement at any time, by written notice to the other Party, if:
     a. A resolution for winding-up is passed by either party or a petition for its winding-up is filed;
     b. The other Party ceases or threatens to cease to carry on business in Bangladesh;
     c. Any of the representation or warranty of the other Party is or is likely to be incorrect, false or incomplete, in the opinion of the Party;
     d. The other Party commits an act detrimental to the interest or reputation of the Party; or
     e. The other Party initiates a claim, legal or other action or proceeding against the Party; or
     f. Use of Mechanical Signature on instruments are not permitted.
     g. In the event of a termination:

IV.   Both parties agree that they shall honor and perform all obligations under this Agreement arising upon such party prior to the expiry of the termination of this Agreement and during the notice period of termination.

V.   The termination of this Agreement shall be without liability on the part of the Party terminating and shall not affect the rights or obligations of either Party arising or accruing prior to such termination and shall not affect any claims which either Party may have against the other for any antecedent breach.

VI.   This Agreement for PrimePay shall terminate on expiry of the relevant notice period, if any. And, CLIENT shall provide a list of Pay Orders issued by CLIENT using PrimePay but not presented. CLIENT shall take all necessary steps for presentation of the said Pay Orders within a period of 6 (six) months from the date of termination of this Agreement.
     a. PBL shall treat all Pay Orders available in the system as per guideline laid out in instrument act.
     b. PBL shall destroy all documents of CLIENT related to Pay Orders as per central bank guideline.

VII.   Notwithstanding anything contained this Agreement, CLIENT rights to access and use of the PrimePay shall cease on CLIENT once the client cease to be a customer of PBL or ceasing to have an active and operational account with PBL, for any reason whatsoever.

VIII.   PBL shall not be obliged to make any payment of a Pay Order to act on any request or instruction notified to it by CLIENT under this Agreement if it is assumed to be a Fraud or Fraudulent, for any reason whatsoever.

IX.   Both Parties agree to unconditionally and irrevocably indemnify and keep indemnified, save harmless and defend the other Party from and against any actions, claims, proceedings, costs, charges, interest, losses (direct or consequential) and expenses which a Party may suffer or incur or be put to by reason of any delay, neglect, fraud/forgery directly attributable to other part or to any employee(s) of the other party in performing its obligations in terms of this Agreement.

X.   In addition to the agreed mentioned charges, CLIENT shall provide any other charges in relevance to this service as per the schedule of charges of Prime Bank or if others applicable as per instructions of the regulatory bodies of Bangladesh

XI.   Access PRIMEPAY web application by using only prescribed URL.

XII.   Create difficult passwords which must include combination of uppercase & lowercase letters, numbers & special characters.

XIII.   Always memorize your Log in ID & Password.

XIV.   While accessing PRIMEPAY, ensure no one is looking over your shoulder before typing password/Secret PIN.

XV.   Ensure the website starts with https://

XVI.   Be alert from unknown person or unknown call regarding changing your PrimePay Password/PIN. Remember that, Prime Bank will never ask your PrimePay password/PIN over phone/mail.

XVII.   Ensure that other people do not have access to your mobile phone or email.

XVIII.   Touch ID/Passcode/Pattern lock/PIN for mobile device is highly recommended.

XIX.   If you feel that, your PIN/Password has been stolen or compromised, please change your password/PIN immediately. For any assistance please send email to **cmo@primebank.com.bd**

XX.   When you have finished transaction with PrimePay, ensure you log out from PrimePay account by clicking "Log out" button from top menu bar.

XXI.   Always update your PC/Laptop with latest anti-virus software.

XXII.   Register for SMS alerts to keep track of Internet Banking transactions.

XXIII.   It is recommended not to click "Auto Complete" or "remember password" option on your browser.

XXIV.   Never use public Wi-Fi connectivity & computer to access your Internet Banking account.

XXV.   Never use the similar user ID and password for other websites.

XXVI.   Never use a Secret PIN that could be easily guessed, e.g. your birthday or telephone number.

XXVII.   DO NOT share your PRIMEPAY User ID & password with anyone else. Do not response to such requests that comes through unknown email or unauthorized phone number.

XXVIII.   DO NOT use pop-up link displayed in email, other web site and search engine results to access PRIMEPAY account.

XXIX.   If the payment instruction date falls on a Weekend day or a Public Holiday, the same may be effective on the next Banking day.

XXX.   Provided that subject to future inclusion of any new service under this platform, standard terms and conditions shall be continued and specific clauses for the specific service shall be added, time to time, as addendum of this form.

XXXI.   **Disclaimer of Warranties:**
The client assumes total responsibility for us of the service provided hereunder. Except as specifically set forth herein, the services and any related software, if any, are provided without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement, merchantability or fitness for a particular purpose.

XXXII.   **Indemnification of Bank:**
1. The Client will indemnify Bank if Bank incurs any financial loss or liability (including attorneys' fees and associated expenses) due to the breach, with respect to any entries initiated by the Client, of any of the warranties of an Originating Bank contained in the central bank or bank Rules, except those due to the gross negligence of Bank. This includes reimbursement by the client to Bank of any fines imposed on Bank due to breaches any Rules by the Client.
2. The Originator will indemnify Bank against any loss, liability or expense (including attorneys' fees and associated expenses) resulting from any claim that Bank is responsible for any act or omission of the client or any other person or entity associated with or affected by the services to be performed hereunder, including but not limited to any receiver, receiving Bank, or any financial institution.

XXXIII.   **Notices:**
1. Except as otherwise provided herein, all required notices shall be in writing, transmitted to the parties' addresses as may be specified by written notice, and will be considered given either: (i) when delivered in person or (ii) when deposited in either registered or certified Mail, return receipt requested, postage prepaid.
2. Bank shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an authorized representative of client, and any such communication shall be deemed to have been signed by such person. The names and signatures of authorized representatives of client are provided to bank through signed mandate of the authorized signatories. The client may add or delete any authorized representative by written notice to Bank signed by an authorized representative other than thar being added or deleted. Such notice shall be effective on the second business day following the day of Bank's receipt thereof.

XXXIV.   **Client's Data Retention:**
Client will retain data on file adequate to permit remaking of Entries for ten (10) days following the date of their transmittal by Bank as provided herein, and shall provide copies of such data to Bank upon its request.

XXXV.   **Assignment:**
Client may not assign this agreement or any of its rights or obligations hereunder without the prior written consent of Bank. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

XXXVI.   **No Third Party Beneficiaries:**
The terms, representations, warranties and agreements of the parties set forth in this Agreement are not intended for, nor shall they be for the benefit of or enforceable by, any person or entity that is not a party to this agreement.

XXXVII. **Severability:**
If any provision of this agreement is held to be unenforceable, the unenforceable provision shall be construed as nearly as possible to reflect the original intent of the parties and the remaining provisions shall remain in full force and effect.

XXXVIII. **Force Majeure:**
Bank will not be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by a Force Majeure Event. For purposes hereof, a "Force Majeure Event" means an unforeseeable event beyond the reasonable control of Bank, including but not limited to: an act of God; fire; flood; labour strike; sabotage; fiber or data-line cut; lack of or delay in transportation; government codes, ordinances, laws, rules, regulations or restrictions; war or civil disorder.

XXXIX. **Waiver:**
Bank's failure to insist upon strict performance of any provision of this agreement shall not be construed as a waiver of any of its rights hereunder.

XL. **Controlling Documents, Governing Law:**
In the event of a conflict between the terms of any attachment to this agreement and the terms of this agreement, the terms of the attachment shall control. This agreement shall be governed by the laws of the People's Republic of Bangladesh.

XLI. **Process Description of PrimePay-PCMS**
For the purpose of converting the original signature or manual signature of the Authorized Signatory into Mechanical Signature through PCMS, the Parties shall follow the following procedures:
1. Along with the specimen signature, CLIENT shall also provide the operational mandate for application of the said signature to PBL. For avoidance of doubt operational mandate shall mean and include the mode describing the use of the said signatures whether jointly or singly as well as limit of debiting CLIENT's account by using the said signature.
2. Upon receipt of the specimen signature, PBL shall convert those signatures into Mechanical Signature by applying the technology and shall approve in the PCMS.
3. Once the said Mechanical Signature is approved, PBL shall preserve those signatures in the PCMS and shall allow CLIENT to use the said Mechanical Signature in the Cheques issued by CLIENT.
4. PBL shall ensure that it applies at least the same level of security for the preservation and protection of Mechanical Signatures of CLIENT as like as ordinary signature of an accountholder. Only the authorized persons of PBL shall have the access to the system where the Mechanical Signature is preserved.
5. Any change in the Mechanical Signature either by way of insertion or deletion would require joint approval of the authorized person of CLIENT and PBL. CLIENT shall give the 5 (five) clear banking days' notice in writing to PBL of any amendment to its Authorized Signatories giving in this form. Any amendment of Authorized Signatories of CLIENT shall take effect within the expiry of such 5 (five) clear banking days' notice.

XLII. **USE OF MECHANICAL SIGNATURE FOR PrimePay**
1. (a) CLIENT shall issue printing instruction via PrimePay and upon authentication and verification by the concerned person(s) of CLIENT, of the said instruction; CLIENT shall print cheques using Mechanical Signature through machines at premises of CLIENT.
(b) Any change to any of the foregoing options may be agreed by PBL at its discretion on such terms it may consider expedient.
2. CLIENT agrees that the responsibility for cheques would be that of CLIENT for the period commencing from receipt of the forms of cheque from PBL and/or its agents till these are delivered to payee. Once those are delivered, the payee will be responsible for the instruments till presentment for payment.
3. CLIENT undertakes to take adequate care and caution and follow prudent practices in holding, issuing, controlling and reconciling all transactions made through PrimePay. Statements of accounts will be provided by PBL to CLIENT through 'PrimePay' or as per other agreed format at periodic intervals. CLIENT agrees to reconcile the same and highlight any discrepancies found to PBL as and when such discrepancies have been detected.
4. Both Parties agree that they shall cooperate with each other in good faith and shall do or cause to be done such act and execute or caused to be executed such document for further effectuating this agreement / arrangement.
5. CLIENT shall not make any alteration in the cheque printed through PrimePay or containing Mechanical Signature.

XLIII. **RIGHTS AND OBLIGATIONS OF PARTIES**
1. PBL shall be under obligation to honor the Cheques of CLIENT printed through PrimePay or containing Mechanical Signature provided there is no alteration in the said cheque or other reason for dishonor under the laws of Bangladesh.
2. Before honoring the cheque PBL shall ensure that there is no alteration in the said cheque and the Mechanical Signature in the cheque is similar with the Mechanical Signature of the Authorized Signatory of CLIENT available with PBL. PBL shall also ensure that there is a sufficient fund in the account of CLIENT before honoring the cheque on presentation of the same for payment.
3. PBL shall treat the cheque as ordinary cheque issued using manual signature of CLIENT 's Authorized Signatory.
4. PBL shall have no responsibility to maintain sufficient funds in CLIENT's account. It is the sole responsibility of CLIENT to maintain such funds in its account.
5. PBL shall not be obliged to make any payment of a cheque of CLIENT containing Mechanical Signature or otherwise to act on any request or instruction notified to it by CLIENT under this Agreement if it is unable to verify any signature appeared on the cheque or instruction provided by CLIENT's Authorized Signatory, for any reason whatsoever.
6. Subject to prior notice to CLIENT, PBL shall have the right to restrict or suspend use of Mechanical Signature by CLIENT on cheque if it is of opinion that CLIENT is not maintaining the proper security for preservation and protection of the cheque or Mechanical Signature; or there is break down of the security level either on the part of CLIENT or the PBL for preserving and protecting the cheque or Mechanical Signature from unauthorized use; or PBL has a reason to believe that the cheque or Mechanical Signature is copied by a person who is not authorized to do so. It is the sole discretion of PBL to determine whether any of the circumstances mentioned in this clause has occurred or not.
7. PBL shall have the right to audit the security level of CLIENT for the preservation and protection of the Mechanical Signature from unauthorized use. Such audit shall be done by PBL at such interval PBL may deem fit and proper and during business hours upon prior notice to CLIENT. CLIENT hereby agrees to extend all cooperation to PBL for making such audit.
8. Both Parties agree to unconditionally and irrevocably indemnify and keep indemnified, save harmless and defend the other Party from and against any actions, claims, proceedings, costs, charges, interest, losses (direct or consequential) and expenses which a Party may suffer or incur or be put to by reason of any delay, neglect, fraud/forgery directly attributable to other party or to any employee(s) of the other party in performing its obligations in terms of this Agreement.
9. After 6 (six) months of termination of this Agreement:
9.1 PBL shall delete all Mechanical Signature of CLIENT available in its system.
9.2 PBL shall destroy all documents of CLIENT related to Mechanical Signature as per central bank guideline.
10. On termination of this Agreement, CLIENT shall lose all its rights to have access in the PCMS module of PrimePay and use of the Mechanical Signature. However, this shall not affect the cheques already issued by CLIENT in favor of Third Party but not presented for payment; which presentment shall be within 6 (six) months of the date of the cheque.

XLIV. **Cutoff Time:**
a. PrimePay -POMS & PCMS will be accessible 24/7. However, clearing time will be followed as per instructions of Bangladesh Bank.
b. RTGS, BEFTN, NPSB and Intra-bank FT transaction initiation will be allowed 24/7. RTGS and BEFTN transaction will be processed as per cutoff time prescribed by central Bank.

XLV. The cutoff time may be changed time to time based on Central Bank's or Prime Bank's discretion.
XLVI. RTGS will allow credit transaction to other banks only. A valid RTGS Payment is final and irrevocable.
XLVII. The bank will initiate a RTGS and BEFTN transaction within the stipulated timeframe of Central Bank.
XLVIII. The customer would make sure fund available in account before requesting for RTGS or NPSB or BEFTN transaction.
XLIX. The bank shall not be liable for any delay to process any RTGS, NPSB and BEFTN transaction due to fund unavailability.
LI. The bank shall not be liable for any losses emerged from any wrong information provided by the customer.
LII. The Bank shall be entitled to levy or impose charges and expenses for RTGS or BEFTN transactions as announced by Central Bank time to time.
LIII. All RTGS and BEFTN transactions are subject to Money Laundering Prevention Act and Anti-Terrorism Act of the Country.
LIV. The Bank may decline to process any RTGS, NPSB and BEFTN transaction on any Account of the Customer if the Bank, in its sole discretion suspects fraud or illegality therein. The decision of the Bank with the regard to whether a RTGS and BEFTN transaction is or is likely to be involving fraud or illegality or suspicious activity shall be final, ultimate and obligatory on the Customer.
LV. In case of any improper or unlawful or fraudulent use of RTGS or NPSB or BEFTN or IFT Transactions, the Applicants/Clients/Customers will solely be liable and will be liable to pay all relevant compensations/damages/fines etc. as estimated and/or stipulated by the Bank and/or any other authorities.

LVI.	The Customer agrees that the Bank will not be liable for any interruption if it is unable to provide services in connection with any Customer Accounts due to any kind of technical failure, natural disaster and some unavoidable circumstances.
LVII.	The Bank reserves the right to transfer/handover any information of RTGS or NPSB or BEFTN or IFT transactions of any Applicants/Clients/Customers, without their knowledge or consent, to Central Bank or any Government law enforcing or security agencies, court of laws or any other lawful authorities.
LVIII.	The Bank is not liable for any lawful or authorized interference towards any RTGS or NPSB or BEFTN or IFT transactions of any Applicants/Clients/Customers by Bangladesh Bank or any other lawful authorities.
LIX.	The Bank in its sole discretion may amend these terms and conditions at any time. If the client enjoys RTGS or NPSB or BEFTN or IFT facility after the effective date of the amendment which informed to the client by the Bank in any mode, the client shall further acknowledge that in the event of any changes being informed to the client, the Bank is not obliged to obtain client's signature for receipt of such change(s).
LX.	BEFTN Rules and Regulations:

Terms and Conditions:

1. Transactions under this Authorization will be subject to the RTGS/NPSB/ BEFTN Operating Rules of Bangladesh Bank, as applicable from time to time. The laws of Bangladesh shall govern the following Terms and Conditions.
2. This setup Form must be sent in original to Prime Bank PLC., Cash Management Operation Department, Prime Tower (Level-6), Plot No : 35 & 8 Nikunja C/A Dhaka-1229, Bangladesh at least thirty (30) day, before the date on which it is to be activated. Facsimile, email or photocopies are not acceptable.
3. The Authorization is accepted subject to —
   - (a) Matching of the bank account details with the bank's records,
   - (b) Verification of signature(s) of accountholder(s) by its respective banks,
   - (c) Ensuring genuineness of the instruction through bank's Call Back Policy

Compliance with Law, BEFTN Rules:

1. Client will comply with all BEFTN Rules, and applicable regulations and laws ("Rules and Laws") with respect to the subject matter of this agreement. The specific duties of the Originator provided in this agreement shall in no way limit the foregoing undertaking.
2. It will be the sole responsibility of the Client to ensure that the transmission of Entries and origination of BEFTN transactions are in full compliance with all Rules and Laws.
3. The Client will obtain written authorizations for receiver entries in accordance with the BEFTN Rules and Laws, and shall retain the original or a reasonable copy thereof for no less than two (2) years following the termination or revocation of such authorization.

Future Dated Transactions:

1. The system will be able to execute postdated transactions through PrimePay but the transaction will be processed and executed at 10:30 am sharp, on the mentioned future date subject to availability of fund.
2. The system will begin execution at 10:30 am sharp. For RTGS transactions, the system will automatically keep on tracking and monitoring the availability of fund in every 10 minutes in case of insufficient funds. However, system will automatically reject the transaction for BEFTN and FT, in case of insufficient funds or any other limitation. In such cases, the client may reprocess.
3. During holidays, BEFTN and RTGS transactions will be processed in the next working day.

Beneficiary Restriction:

In case of any error incurred during restricting the beneficiary, the client will be liable for any loss or damage caused by the error.

Rejection of Entries:

1. In the event that any Entries are rejected by the BEFTN System for any reason, it shall be the responsibility of the Client to remake such entries. Bank shall have no responsibility to reinitiate any returned entries until the Client remakes such entries in accordance with the BEFTN Rules.
2. Bank shall have the right to reject any Entry that does not fully comply with the requirements of this agreement, which determination shall be made in Bank's sole discretion. In addition, Bank shall have the right to reject any Entry that is made while the Client is in default of any requirements of this agreement, including but not limited to the requirement to maintain an adequate account balance or line of credit.
3. Return of Entries. Bank will notify the Client of the receipt of any returned entry or notification of change entry no later than one business day after the business day of such receipt. The Client may reinitiate any returned entry at their discretion, provided the reinitiating is in accordance with applicable sections of the BEFTN Rules. Bank will not reinitiate any returned entries automatically.

Client Error:

1. If the client discovers that any Entry it has initiated was made in error, it must notify Bank of the error within 24 hours. In such a case, Bank will utilize its best efforts to initiate an adjusting entry or stop processing of any "on-us" Entry. Should Bank be unable to stop the Entry from posting, or if it is too late to withdraw the item from the BEFTN System, the client may initiate a reversal file to correct the Entry, as provided for and abiding by the BEFTN Rules.
2. Should a reversal be created for an individual Entry or Entries, the receiver(s) of the Entries must be notified by the Client of the reversal no later than the settlement date of the reversing Entry.
3. Should a reversal be created for a complete file reversal, the client must advise Bank within five (5) business days of settlement.

Settlement:

1. The Client will provide immediately available funds to offset any credit entries originated by it not later than the corresponding settlement date.
2. The client will receive immediately available funds for any electronic debit entries initiated by it not later than the settlement date of the items. Provisions may be made for holding accounts to be maintained for posting of any return debit items received, as stated in this agreement and abiding by the BEFTN Rules.

Account Reconciliation:

1. Entries transmitted by Bank will be reflected on Client's periodic statement. Client agrees to notify Bank immediately of any discrepancy between Client's records and the information shown on any such periodic statement. If Client fails to notify Bank of any discrepancy within Thirty (30) days of receipt of the corresponding periodic statement, Client agrees that Bank will not be liable for any losses resulting from Client's failure to give such notice.

Security Procedures:

1. The Client and Bank shall comply with the security procedures advised by bank from time to time. The Client acknowledge that the purpose of the security procedures is for verification of file authenticity and not to detect errors within the transmitted file or individual transactions. No security procedure for detection of any such error has been agreed upon between the Originator and Bank.

Payment for Services:

The Client agrees to compensate Bank for providing the services referred to herein at the Commission detail of the form. The Commission contained therein do not include, and Client shall be responsible for payment of, any sales, use, excise, value added, utility or other taxes relating to the services provided for herein. Bank may amend the Commission Schedule or Schedule of Charges at any time upon delivery of notice thereof to client.

Limitation of Liability:

1. Bank's liability hereunder shall be limited to liability for its own gross negligence or willful misconduct. Notwithstanding, the foregoing, in no event shall bank be liable for any indirect, incidental, special, punitive or consequential damages or for any lost or imputed profit or revenue or costs of cover arising from or related to the service provided under this agreement, regardless of the legal theory under which such liability is asserted and regardless of whether a party has been advised of the possibility of any such liability, Loss or Damage. Client's remedies for any and all claims related to the service provided hereunder shall be limited to the amount recovered by the bank from the BEFTN system operator, or any other sub member pursuant to the BEFTN rules or any applicable indemnity agreement.
2. Bank will not be liable for any failure or delay in transmission of an Entry if such transmission would
2.1. result in Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to Guidelines/Rules of Central Bank,
2.2. violate any risk control provision promulgated by the Central Bank, or
2.3. violate any rule or regulation of any Bangladesh governmental regulatory authority.
2.4. violate any rules or provisions of Money Laundering Prevention Act, 2002 (as amended till date), Terrorism (Finance) Act, 2009 or any laws currently in force in Bangladesh

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Entire Agreement:
This agreement, together with any attachments hereto, constitute one and the same legally binding instrument and the entire agreement between the Client and Bank with respect to the subject matter hereof, and supersedes all prior offers, contracts, agreements, representations and understandings made to or with the Originator, whether oral or written, relating to the subject matter hereof. All amendments to this agreement shall be in writing and signed by authorized representatives of the parties.

Authorized Signatory of Client		Authorized Signatory of Prime Bank	
Authorized Signatory(s)	Authorized Signatory(s)	Authorized Signatory(s)	Authorized Signatory(s)

For Bank Use Only

To be completed by Cash Management Operations, Operations Division

Received By:	Signature Verified By:	Processed By:	Authorized By:
Date	Date	Date	Date
Time	Time	Time	Time