

Law Debenture

Law Debenture Corporate Services Inc.

400 Madison Avenue, 4th Floor, New York, New York 10017
Tel: 1-212-750-6474 Fax: 1-212- 750-1361 email: SOPNY@lawdeb.com

APPOINTMENT OF PROCESS AGENT – U.S. PATRIOT ACT – GLOBAL CERTIFICATE

By completing the information requested in paragraphs 1 to 7 below and signing where indicated, you appoint Law Debenture Corporate Services Inc. as your agent to accept service of legal process on your behalf from the Secretary of the Treasury or the Attorney General of the United States pursuant to Section 5318(K) of title 31, United States Code in respect of each of the Correspondent Bank Accounts specified in paragraph 7 below. You also confirm your acceptance of the Law Debenture Corporate Services Inc. Standard Terms and Conditions (Edition 2012/1/PAT) which will apply to this appointment.

This appointment will be effective only when a duly authorized signatory of Law Debenture Corporate Services Inc. has countersigned where indicated below.

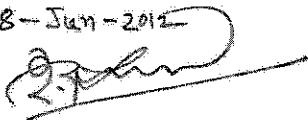
You must inform Law Debenture Corporate Services Inc. immediately of any changes to the information in paragraphs 1 to 7 below, quoting this reference number: **NSP/ 12 / 06 / 022** (For internal use only) Ext. of NSP/07/06/085
Customer No. SPPR131

1. Full name (please give full corporate name): **Prime Bank Limited**
2. Address for notices: **Adamjee Court Annex Building - 2
119-120 Motijhel Com. Area, 12th Floor, Dhaka 1000, Bangladesh**
3. Name and/or title of person to whom notices should be addressed: **Mr. Habibur Rahman, SEVP &
Head of International Division**
4. E-mail address and fax number (include country code) for notices: **hr100501@primebank.com.bd;
mz092501@primebank.com.bd; mr071602@primebank.com.bd; FAX:- +88 02 9567230**
5. Telephone number (include country code) of person to whom notices should be addressed: **+88 02 9567221**
6. **Correspondent Banks (specify full name of each U.S. correspondent bank and complete name and number of each account at that bank - continue on a separate sheet if necessary):** Particulars attached in Annexure-I

"GLOBAL CERTIFICATE – ALL U.S. CORRESPONDENT ACCOUNTS OF THE APPOINTOR"

7. **Appointment Termination Date:** **June 30, 2017**

Date Signed: **28 Jun 2012**



(Name of appointing company)

By: _____
Title of authorized signatory:

HABIBUR RAHMAN
Senior Executive Vice President &
Head of International Division
Prime Bank Ltd. Head Office, Dhaka.
Tel: 9567221, FAX: 9567265 (Ext: 220)

Date Countersigned: **28 June 2012**
Law Debenture Corporate Services Inc.

By: **Karyl Lalonde**
Title of authorized signatory: **Karyl Lalonde
Support Administrator**
Law Debenture Corporate Services Inc.

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STANDARD TERMS AND CONDITIONS (EDITION 2012/1/PAT)

- 1) In these Terms and Conditions, references to "we", "us" and "our" are to Law Debenture Corporate Services Inc. and references to "you" and "your" are to the appointer.
- 2) We will accept on your behalf notice and service of process issued from the Secretary of the Treasury or the Attorney General of the United States pursuant to Section 5318(k) of title 31, United States Code in relation to any of the Correspondent Bank Accounts (the "Accounts") specified in paragraph 6 of the document "Appointment of Process Agent" (the "Appointment Letter"). As soon as reasonably possible after such service, we will notify you of such receipt by e-mail or fax a copy of the Summons/Notice of Service (or equivalent documents) served on us, but excluding any appendices or attachments thereto and any other documents served at the same time or at any later time. The originals of all documents served on us which are relevant to such proceedings will be dealt with in accordance with 3 below.
- 3) Promptly after receipt of any documents relevant to the proceedings, we will notify you of their receipt and request your instructions as to the transmission thereof. The costs of transmission will be for your account and we shall be entitled to retain the relevant documents until we have received your instructions and you have put us in funds to cover such costs.
- 4) You will notify us in writing (quoting the reference number specified in the Appointment Letter) of any change to the information in paragraphs 1 to 7 of the Appointment Letter. We shall send the notice and documents referred to in 2 and 3 above only to the e-mail address, fax number and person(s) specified in paragraphs 3 and 4 of the Appointment Letter, as amended by any notice of changes to such information which is actually received by us.
- 5) If communications between you and us are disrupted so that we are unable to communicate with you as set out in 4 above, we will use our reasonable efforts to communicate by whatever means may seem appropriate to us. We shall in any event have no responsibility to ensure actual receipt by you or your nominee of any communication or document.
- 6) Our appointment shall cease on the Termination Date specified in paragraph 7 of the Appointment Letter unless you and we have agreed upon an extension. Any such extension may be agreed orally and evidenced by the issue by us of an invoice specifying the extension period.
- 7) In addition to the fee set out in our invoice, you will pay all expenses incurred by us in carrying out our duties as your agent. If you fail to pay the full amount of any invoice relating to the appointment within 30 days of its issue, we shall be entitled to terminate the appointment by notice to you given at any time after such failure unless it has been remedied. We will charge a cancellation fee to recover our costs should you notify us that the appointment should be cancelled (for any reason whatsoever). All payments shall be made without deduction for any taxes or other duties, but if you are required by law to make any such deduction, you will pay such additional amounts as will ensure that we actually receive, net of any deductions, the amount due to us.
- 8) Once our appointment has become effective we will, if requested, confirm our appointment to any of the Correspondent Banks listed in Section 6 of the Appointment Letter.
- 9) You will have no right of action against us in respect of any failure to perform any of our duties hereunder unless such failure is due to our gross negligence or willful default. You will indemnify us against all liabilities, claims, costs and expenses arising in any way out of our appointment.
- 10) The Appointment Letter, together with these Terms and Conditions, all of which shall be construed in accordance with New York law, set out the entire agreement between us and we shall have no obligations relating to our appointment other than those expressly set out therein and herein. In particular, nothing in any of the Agreements shall be taken to override any of these Terms and Conditions and we shall not be deemed to have notice of any provision of any of the Agreements. Moreover, both you and we (i) waive unconditionally all rights to a trial by jury in any action or proceeding related hereto or to our service as your agent and (ii) agree to the exclusive jurisdiction of the state and federal courts located in the City of New York to resolve any disputes hereunder or related to our service as your agent.