

SUPPLEMENTAL TERMS AND CONDITIONS

The Customer acknowledges, confirms and agrees that

- (i) this application is also subject to the Supplement to the Uniform Customs and Practice for Documentary Credits for Electronic Presentation;
- (ii) the Bank shall at its absolute discretion use the Services* in connection with the transaction(s) contemplated by this application including but not limited to presentation and processing of the document(s);
- (iii) the Customer shall comply with the laws, regulations, procedures, rules and lawful instructions applicable, relating to or connected with the use of, or access to the Services, including but not limited to the ESS-Databridge™ Standard Terms & Conditions (“T&C”), the ESS- Databridge™ Standard Operating Policies & procedures including all attachments and exhibits thereto and the ESS- Databridge™ Services & Users Agreement dated 30 October 2014 entered into between ESS and Agricultural bank of China Limited including the Services Summary concluded (“Agreement”); and
- (iv) the Customer shall indemnify the Bank and the Bank’s delegate(s) on demand (on a full indemnity basis) against all liabilities, losses, payments, damages, demands, claims, expenses and costs (including legal fees), proceedings, actions and other consequences which the Bank or the Bank’s delegate(s) may suffer or incur under or in connection with the use of Services (except caused by the Bank’s gross negligence or wilful misconduct).

***Services:** essDOCS Exchange Limited formerly known as ESS-Databridge Exchange Limited (“ESS”) provides electronic documents as a service through ESS’s electronic shipping document exchange, the ESS- Databridge™ **. ESS will provide CargoDocs Exchange Services to the named user(s), enabling the named user(s) to receive, negotiate, produce and/or otherwise manage relevant shipping documents in accordance with the terms and conditions of the Agreement.

****ESS-Databridge™ :** means the electronic trade and shipping document platform, consisting of four components: (a) the IT component, namely the Software***, the ESS-Databridge™ Environment # and the User Manual ##; (b) the legal component, namely the Agreement; (c) the insurance component, namely the insurance policy obtained by ESS identified in T&C 4.2 (*eRisk Insurance*); and (d) User Support.

*****Software:** means the computer programs, user interfaces, business logic and user processes associated with the ESS-Databridge™.

ESS-Databridge™ Environment: means the hardware and Software components under the control of ESS upon which the Services are hosted and which users have to access in order to use the ESS-Databridge™.

User Manual: means the literature and videos provided to users which describe

the system functionality and explain how to use the ESS-Databridge™, including, without limitation to the generality of the foregoing, the datasheets, business process diagrams with explanatory notes and quick reference guides, as such literature or videos are amended from time to time.

Yours faithfully,

Authorised Signature(s) of the Customer

S.V. VISA
