



Application and agreement for commercial letter of credit

North Bank

Iraq

Date

GENTLEMEN

IRREVOCABLE LETTER OF CREDIT

REVOCABLE LETTER OF CRDIT (Hereinafter called the "Credit") as follows.

IN FAVOUR OF (beneficiary's name & address)	For Account of (applicant's name & mailing address)
	In the aggregate amount of (figures) : (in words) :
<input type="checkbox"/> CIF <input type="checkbox"/> C&F <input type="checkbox"/> FOB <input type="checkbox"/> EX FACTORY	<input type="checkbox"/> Letter of credit Expiry date:

Available by drafts at Drawn at your option on you or any of your Correspondents for above amount and bearing the clause " drawn Credit No. (as applicable) of North Bank." accompanied by the following documents

- Full set of clean " on board " ocean Bills of lading made out to the order of North Bank or to order of shipper and endorsed to North Bank evidencing shipment From To on or before....., and Marked. Freight Prepaid Freight payable at destination.
- Original Air Waybill or AIR Consignments Note Truck Consignment Note / Truck Waybill evidencing dispatch of goods from To on or before , consigned to the order of North Bank, and marked Freight Prepaid Freight payable at destination.
- Notify
- A Certificate from the agents of the vessel " attesting that the vessel carrying the goods is not Israeli owned and is not scheduled to call at any Israeli port before discharging goods at destination.
- Insurance policy or certificate in duplicate in the currency of this credit in negotiable form for 110% of the CIF value containing the institute of London Underwriter's current clauses for cargo, all risks, theft , pilferage and non-delivery , war , stricke . riot and civil commotion with extended cover from Warehouse to warehouse.
- Certified copy of beneficiary's notice given to On or before shipment date as to shipment date , particulars of shipment, and referring to this Credit No. and Open policy or Cover Note No.
- Certified of origin in English , or English and Arabic , issued (a) by the Chamber of Commerce and industry in the exporting country (b) authenticated Embassy of the Iraq in the exporting country stating that : (a) the name and country of the manufacturer or producing company and, (b) (i) that the Goods originate solely within the producing country or, (ii) the origin, nationality and percentage of foreign materials
- Duly Signed Commercial invoices in original plus Copies, original Certified by the Chamber of Commerce Of legalized by Iraq Embassy or Consulate showing the name and address of the manufacturer or producer, covering the following goods: (specify Commodity omitting non-essential details as to grade, quality, price etc.)
- Shipping marks:
- Packing List

PARTIAL SHIPMENTS <input type="checkbox"/> PERMITTED <input type="checkbox"/> PROHIBITED	TRANSHIPMENTS <input type="checkbox"/> PERMITTED <input type="checkbox"/> PROHIBITED
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ADDITIONAL PROVISIONS TO BE INCLUDED IN THE CREDIT

- ALL DRAFTS AND DOCUMENTS LISTED HEREIN ARE TO BE FORWARDED BY NEGOTIATING BANK TO North Bank. Iraq.....BY INTERNATIONAL COURIER SERVICES IN A SINGLE MAILING.
- Short form bills of lading not acceptable.
- All bank charges outside Iraq are for Beneficiary's account.
- Legalization fee are for account of beneficiary Applicant

" I/we assume all risks of non delivery of the shipment and of compliance with local export / import or other laws or regulations affecting the underlying trade transaction".

FORTHWITH UPON THE OPENING OF THE CREDIT, KINDLY BE GUIDED BY WHICHEVER OF THE FOLLOWING IS APPLICABLE.

INSIDE Iraq: FORWARD THE ORIGINAL CREDIT INSTRUMENT BY AIR MAIL / COURIER DIRECTLT OR THROUGH YOUR CORRESPONDENT AT YOUR OPTION UNLESS OTHERWISE SPECIFIED.

OUTSIDE Iraq: CABLE ALL THE TERMS AND CONDITIONS OF THE CREDIT TO YOUR CORRESPONDENT AT YOUR OPTION (Unless otherwise specified) REQUESTING THAT THE BENEFICIARY BE NOTIFIED OF THE OPENING OF THE CREDIT, UNLESS OTHERWISE INDICATED HEREIN.

THE WORDS " AS AGENTS" APPLY ONLY WHEN THE APPLICANT IS A BANK OR TRUST COMPANY .



North Bank

In consideration of your issuing the Letter of Credit, substantially according to the Application appearing on the reverse side hereof or as attached thereto (the Credit) and initialled by the undersigned, the undersigned hereby (Jointly and severally) agree(s) as follows:

1. To pay you on demand, at your Main Office in the Baghdad / Iraq currency, the amount of each draft (whether SIGHT or TIME) which may be drawn in USD currency under this Credit, or purport to be so drawn; also, in any event and without demand, to effect such payment with respect to each such TIME draft sufficiently in advance of its maturity date to enable you to arrange (in the usual course of the mail) for cover to reach the place where such time draft is payable not later than ONE (1) business day prior to its maturity, it being understood that you will notify the undersigned of the amount and date of maturity of each such time draft.
2. To pay you on demand, at your Main Office in this L / C, the equivalent (at your then selling rate for cable transfers to the place where and in the currency in which such draft is payable) of the amount of each draft (whether SIGHT or TIME) which may be drawn IN OTHER THAN US \$ L / C currency under the Credit, or purport to be so drawn; the undersigned acknowledges that the exchange rates will fluctuate from time to time and that the exchange rates used by your Main Office from time to time will be accepted also, in any event and without demand, to effect such payment with respect to each TIME draft sufficiently in advance of its maturity date to enable you to arrange (in the usual course of the mail) for cover to reach the place where such time draft is payable not later than ONE (1) business day prior to its maturity, or, at your option, to provide you then with the amount of currency in which such time draft is payable in such form and manner as shall be acceptable to you, it being understood that (i) you will notify the undersigned of the amount and date of maturity of each such time draft (ii) the undersigned will comply with any and all governmental exchange regulations now or hereafter applicable to any foreign exchange provided by you pursuant to this paragraph, and will indemnify and hold you harmless from any failure so to comply.
3. In the event of any L / C currency draft(s) being drawn by the undersigned on you to refinance any obligation(s) set forth in "1" and "2" hereof and such draft(s) being accepted by you (at your option), the undersigned will pay you on demand, but in any event not later than ONE (1) business day prior to its maturity, the amount of each such acceptance. It is understood that each amount which may become due and payable to you under this agreement may, in your discretion and, if not otherwise paid, be charged by you to any available funds then held by you for the account of the undersigned.
4. To pay you on demand, with respect to the Credit, a commission at such rate as you may determine to be proper, and any and all charges and expenses including legal fees which may be paid or incurred by you in connection with the Credit, together with interest where chargeable. To pay you on demand, with respect to the Credit, a commission at such rate as you may determine to be proper, and any and all charges and expenses including legal fees which may be paid or incurred by you in connection with the Credit, together with interest where chargeable.
5. The date of each such document, the date of shipment of the property mentioned therein shall be and any such bill of lading issued by or on behalf of an ocean carrier may be accepted by you as an "Ocean bill of lading" whether or not the entire transportation is by water, (b) part shipment(s), and/or shipment(s) in excess of the quantity called for in the Credit, may be made and you may honor the relative drafts, the liability of the undersigned to reimburse you for payments made or obligations incurred on such drafts being limited to the amount of the Credit; (c) if the Credit specifies shipments in installments within stated periods, and the shipper fails to ship in any designated period, the Credit shall not be available for that or any subsequent installment (s); (d) you and/or any of your correspondents may receive and accept as documents of insurance under the Credits either insurance policies or insurance certificates which need not be for an amount of insurance greater than the amount paid by you under or relative to the Credit, and (e) you and/or any of your correspondents may receive, accept or pay complying with the terms of the Credit, any drafts or other documents, otherwise in order, which may be signed by, or issued to, the administrator or executor of, or the trustee in bankruptcy of, or the receiver for any of the property of, the party in whose name the Credit provides that any drafts or other documents should be drawn or issued.
6. To procure promptly any essential import, export or other licenses for the import, export or shipping of any and all property shipped under or pursuant to or in connection with the Credit and to comply with any and all foreign and domestic governmental regulations in regard to the shipment of any and all such property or the financing thereof, and to furnish such certificates in that respect as you may at any time(s) require, and to keep the property covered by insurance satisfactory to you, issued by insurers acceptable to you, and to assign the policies or certificates of insurance to you, or to make the loss or adjustment, if any, payable to you, at your option, and to furnish you, if demanded, with evidence of acceptance by the insurers to such assignment.

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7. That, as security for any and all obligations and/or liabilities of the undersigned hereunder, and also for any and all other obligations and/or liabilities, absolute or contingent, due or to become due, which are now, or may at any time(s) hereafter be owing by the undersigned to you, the undersigned hereby recognize(s) and admit(s) your ownership in and unqualified right to the possession and disposal of any and all shipping documents, warehouse receipts, policies or certificates of insurance and other documents accompanying or relative to drafts drawn under the Credit and in and to any and all property shipped under or pursuant to or in connection with the Credit, or in any way relative thereto or to any of the drafts drawn there under (whether or not such documents, goods or other property be released to or upon the order of the undersigned on trust or bailee receipt), and in and to the proceeds of each and all of the foregoing, until such time as all the obligations and/or liabilities of the undersigned to you, at any time existing under or pursuant to this agreement or the Credit herein referred to, or any other obligations or liabilities of the undersigned to you, now existing or hereafter arising, have been fully paid and discharged. That all or any of such property and/or documents and the proceeds thereof, coming into your possession, or that of any of the correspondents, may be held and disposed of by you as hereinafter provided, it being understood that the receipt by you, or by any of your correspondents, at any time of other security of whatsoever nature, including cash, shall not be deemed a waiver of any of your rights or powers hereunder. Insofar as any property and/or documents, which may be held by you, or for your account, as collateral hereunder, may be released by you to or upon the order of the undersigned in trust, the undersigned will sign and deliver to you on demand such form (s) of trust receipt or other form(s) of security agreement as may be satisfactory to you and will oav any relative filings fees, it being understood that your rights as specified herein or therein shall be in furtherance of and / or addition to, but not in limitation of, your rights under any applicable law. Upon any transfer, sale, delivery, surrender or endorsement of any bill of lading, warehouse receipt or other document at any time(s) held by you, or held for your account by any of your correspondents, relative to any draft(s) accepted by you in reliance hereon, the undersigned will indemnify and hold you harmless from and against each and every claim, demand, action or suit which may arise against you, or any such correspondent(s), by reason thereof.

8. To pledge, and do(es) hereby pledge , to you as security for any and all of the obligations and/or liabilities of the undersigned hereinbefore or hereinafter referred to, now or hereafter existing , any and all property of the undersigned now or at any time(s) hereafter in your possession or control , or that of any third party acting on your behalf , whether for the express purpose of being used by you as collateral security or for safekeeping or for any other or different purpose , including such property as may be in transit by mail or carrier to or from you, a lien and security interest being hereby given you upon and in any and all such property for the aggregate amount of any and all such obligations and /or liabilities ,and the undersigned hereby authorized (s) you, at your option , at any time(s) , whether or not the property then held by you as security hereunder is deemed by you to be adequate, to appropriate and apply upon any and all of the said obligations and/or liabilities , whether or not then due , any and all money snow or hereafter with you on deposit or otherwise to the credit of or belonging to the undersigned and /or , in your discretion , to hold any such moneys as security for any such obligations or liabilities until the exact amount thereof, if any , shall have been definitely ascertained by you . you rights , liens and security interests hereunder shall continue unimpaired , and the undersigned shall be and remain obligated in accordance with the terms and provisions hereof notwithstanding the release or substitution of any property which may be held as collateral hereunder at any time(s) or of any rights or interest therein , or any delay , extension of time , renewal ,compromise or other indulgence granted by you in reference to any of the aforesaid obligations and /or liabilities , or any promissory note , draft .bill of exchange or other instrument given you in connections with any of the aforesaid obligations and / or other indulgence , and hereby consenting to be bound thereby as fully and effectually as if the undersigned had expressly agreed thereto in advance.

9. at time and from time to time, on demand, to deliver, convey, transfer, or assign to you, as security for any and all of the obligations and/or liabilities of the undersigned hereunder, and also for and any all other obligations and/or liabilities, absolute or contingent, due or to become due, which are now, or may at any time hereafter, be owing by the undersigned to you, additional security of a value and character satisfactory to you, or to make such cash payment(s) as you may require.

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10. Hereby authorized, at your option and without any obligation to do so, to transfer to and/or register in the name(s) of your nominee(s) all or any part of the property which may be held by you as security at any time(s) hereunder, and to do so before or after maturity of any of the said obligations and/or liabilities and with or without notice to the undersigned.

11. Upon the non-performance of any of the promises to pay hereinabove set forth, or upon the non payment of any of the other obligations or liabilities above-mentioned, or upon the failure of the undersigned forthwith, with or without notice, to furnish satisfactory additional collateral or to make payments on account as hereinbefore agreed, or to perform or comply with any of the other terms or provisions of this Agreement, or in the event of the death, failure in business, dissolutions or terminations of existence of the undersigned, or in case any petition in bankruptcy should be filed by or against the undersigned, or any proceedings in bankruptcy, or under laws or regulations of any jurisdiction relating to the relief of debtors, should be commenced for the relief or readjustment of any indebtedness of the undersigned, either through reorganization, composition, extension or otherwise, or if the undersigned should make an assignment for the benefit of creditors or take advantage of any insolvency law, or if a receiver of any property of the undersigned should be appointed at any time, or in the event of any seizure, vesting or intervention by or under authority of a Government by which the management of the undersigned is displaced or its authority in the control, of its business is curtailed, or if any funds or other property of the undersigned which may be in or come into , your possession or control, or that of any third party acting in your behalf as aforesaid, should be attached or distained or should be or become subject to any mandatory order of court or other legal process, then, or at any time after the happening of any such event, any or all of the aforesaid obligations and/or liabilities of the undersigned shall, at your option, become due and payable immediately, without demand or notice; and full power and authority are hereby given you to sell, assign , and deliver all or any of the property hereinbefore referred to, at any broker's board, or at public or private sale, at your option, either for cash or on credit or for future delivery, without assumption of any credit risk, and without either demand, advertisement or notice of any kind, all of which are hereby expressly waived. At any sale hereunder, you may in your discretion, purchase the whole or any part of the property sold, free from any right of redemption on the part of the undersigned, all such rights being also hereby waived and released. In the event of any sale or other disposition of any of the property aforesaid, after deducting all costs or expenses of every kind for care, safekeeping, collection, sale, delivery or otherwise, you may apply the residue of the proceeds of the sale(s) or other disposition thereof, to the payment or reduction, either in whole or in part, of all or any of the aforesaid obligations and/or liabilities, whether or not then due, making proper allowance for interest on obligations or liabilities not then due, and return the surplus, if any, to the undersigned (or the one(s) of us whose property may have yielded the surplus); all without prejudice to your rights as against the undersigned with respect to any and all amounts which may be or remain unpaid on any of the aforesaid obligations and/or liabilities at any time(s), provided, however, that where the provisions of the Uniform Commercial Code of any jurisdiction apply to such a default, you shall have in lieu of the foregoing all of the rights and remedies provided to a secured party by such Uniform Commercial Code as in effect at that time, and in addition to such rights and remedies, the undersigned further agrees that (1) in the event that notice is necessary, written notice mailed to the undersigned at the mailing address given above three days prior to the date of public sale of the property subject to the lien and security interest created herein or prior to the date after which private sale or any other disposition of said property will be made shall constitute reasonable notice, but notice given in any other reasonable manner or at any other reasonable time shall be sufficient, (2) in the event of sale or other disposition of such property, you may apply the proceeds of any such sale or disposition to the satisfaction of your reasonable attorney's fees legal expenses and other costs and expenses incurred in connection with your re-taking, holding, preparing for sale, and selling of the property, and (3) without including any other methods of sale, the sale of property shall have been made in a commercially reasonable manner if conducted in conformity with reasonable commercial practices of banks disposing of similar property, but in any event you may sell at your option on such terms as you may choose without assuming any credit risk and without any obligation to advertise.

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12. That neither you nor any of your correspondents shall be responsible for; (a) the use which may be made of the Credit or for any acts or omissions of the beneficiary(ies) in connection therewith; (b) the existence, character, quality, quantity, condition, packing, value or delivery of the property purporting to be represented by documents; (c) any difference in character, quality quantity, condition, or value of the property from that expressed in documents; (d) the validity, sufficiency or genuineness of documents, or of any endorsement(s) thereon, even if such documents should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged; (e) the time, place, manner or order in which shipment is made; (f) partial or incomplete shipment, or failure of omission to ship any or all of the property referred to in the Credit; (g) the character, adequacy, validity or genuineness of any insurance, (h) the solvency or responsibility of an insurer, or for any other risk connected with insurance; (i) any deviation from instructions, delay, default or fraud by the shipper and/or any other(s) in connection with the property or the shipping thereof; (j) the solvency, responsibility or relationship of any party issuing any documents in connection with the property; (k) delay in arrival, or failure to arrive, of either the property or any of the documents relating thereto, (l) delay in giving, or failure to give, notice of arrival or any other notice; (m) any breach of contract between the shipper(s) or vendor(s) and the consignee(s) or buyer(s); (n) failure of any draft to bear any reference or adequate reference to the Credit, or failure of documents to accompany any draft at negotiation, or failure of any person to surrender or to take up the Credit or to send forward documents apart from drafts as required by the Credit, each of which provisions, if contained in the Credit itself, it is agreed may be waived by you, or (o) errors, omissions, interruptions or delays in transmission or delivery of any messages by mail, facsimile, e-mail, cable, telegraph, wireless or otherwise whether or not they may be in cipher; (p) failure of any document to conform to, or to be presented under, the Credit in any instance where the undersigned or its agent, upon request, has received documents and/or property represented thereby or therein. That you shall not be responsible for any act, error, neglect, or default, omission, insolvency or failure in business of any of your correspondents, and that the happening of any one or more of the contingencies referred to in the preceding sentence shall not affect, impair or prevent the vesting of any of your rights or powers hereunder. In furtherance and extension and not in limitation of the specific provisions hereinbefore set forth, it is hereby further agreed that any action, inaction or omission taken or suffered by you or by any of your correspondents, under or in connection with the Credit or the relative drafts, documents or property, if in good faith and in conformity with such foreign or domestic laws, customs or regulations as you or any of your correspondents may deem to be applicable thereto, shall be binding upon the undersigned and shall not place you or any of your correspondents under any resulting liability to the undersigned.

13. The word "property" as used herein includes goods and merchandise, as well as any and all documents, facsimile/e-mail, relative thereto; also, securities, funds, choses in action, and any and all other forms of property, whether real, personal or mixed and any right or interest of the undersigned therein or thereto.

14. That in the event of any change or modification with respect to; (a) the amount of the Credit; (b) the time or place of shipment of any relative property; (c) the drawing, negotiation, presentation, acceptance, or maturity of any drafts, acceptances or their documents, or (d) any of the other terms or provisions of the Credit, such being done at the request of the undersigned, this Agreement shall be binding upon the undersigned in all respects with regard to the Credit so changed or modified, inclusive of any action taken by you or any of your correspondents relative thereto.

15. That you may assign or transfer this Agreement, or any instrument(s) evidencing all or any of the aforesaid obligations and/or liabilities, and may deliver all or any of the property then held as security therefore, to the transferee(s), who shall thereupon become vested with all the powers and rights in respect thereto given you herein or in the instrument(s) transferred and you shall thereafter be forever relieved and fully discharged from any liability or responsibility with respect thereto, but you shall retain all rights and powers hereby given with respect to any and all instrument(s), rights or property not so transferred

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16. The Bank have the authority, by its sole discretion, and without our consent, to insert any additional conditions and/or requirements, whether of regulatory or commercial nature, to the Letter of Credit, and which are deemed to be necessary in our interest and/or the Bank's interest.

17. No delay on your part in exercising any power of sale or any other rights or options hereunder, and no notice or demand, which may be given to or made upon the undersigned by you with respect to any power or sale or other right or option hereunder, shall constitute a waiver thereof, or limit or impair your right to take any action or to exercise any power of sale, or any other rights or options hereunder, without notice or demand, or prejudice your rights as against the undersigned in any respect.

18. If a currency in which an obligation under this Agreement is denominated is replaced by the Euro, then such obligation shall be deemed to be denominated in the Euro at the relevant fixed conversion rate and if the Bank considers that market conventions for the calculation of interest or other relevant banking practices have as a result thereof changed or will change, the Bank may notify the customer of any amendments to this Agreement which the Bank considers necessary to reflect the new market conventions or new banking practice. Upon such notification, this Agreement shall be deemed to be amended accordingly. Any such amendment shall apply to any interest payable under this Agreement with effect from the date specified in the Bank's notice.

19. This Agreement shall be binding upon the undersigned, the heirs, executors, administrators, successors and assigns of the undersigned, and shall inure to the benefit of, and be enforceable by you, your successors, transferees and assigns. If this Agreement should be terminated or revoked by operation of laws as to the undersigned, the undersigned will indemnify and save you harmless from any loss which may be suffered or incurred by you in acting hereunder prior to the receipt by you, or your successors, transferees or assigns, of notice in writing or such termination or revocation. If this Agreement is executed by two or more parties they shall be jointly and severally liable hereunder, and the word "undersigned" wherever used herein shall be construed to refer to each of such parties separately, all in the same manner and with the same effect as if each of them had signed separate instruments; and in any such case, this Agreement shall not be revoked or impaired as to any one or more of such parties by the death of any of the others or by the revocation or release of any obligations hereunder of any one or more of such other parties. Furthermore, this Agreement shall be deemed to be made under and shall be governed by the laws of the Republic of IRAQ ofin all respects, including matters of construction, validity and performance, and none of its terms or provisions may be waived, altered, modified or amended except in writing duly signed for and on your behalf. The undersigned hereby submits to the non-exclusive jurisdiction of the courts of

20. This credit is subject to the "Uniform Customs and Practice for Documentary Credits" (2007 Revision) International Chamber of Commerce publication No. 600 as from time to time amended, supplemented or revised.

21. YOU ARE HEREBY AUTHORISED TO DEBIT MY/OUR ACCOUNT WITH THE MARGIN REQUIRED BY YOU AND WITH YOUR COMMISSION, POSTAGE AND OTHER EXPENSES. I/WE AUTHORISE YOU TO UTILIZE THIS MARGIN AGAINST NEGOTIATION UNDER THIS CREDIT WITHOUT REFERENCE TO ME/US. I/WE FURTHER DECLARE THAT I/WE HAVE READ, HAVE UNDERSTOOD AND HOLD MYSELF/OURSELVES LEGALLY BOUND BY THE CONDITIONS LAID DOWN IN THIS APPLICATION/AGREEMENT.

Very truly yours

Authorised Signature (s) : _____

Name (s): _____

Firm's Name: _____

A/C.# _____

(Company Stamp)

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