

**REQUEST TO OPEN A BACK TO BACK
DOCUMENTARY CREDIT**

Export L/C reference :

Amount:

Issuing Bank :

Orderer :

Beneficiary :

Dear Sirs,

We orderer, The Undersigned, acknowledge receipt of the above mentioned L/C in our favour, the terms of which are satisfactory to us.

With the present letter, we hereby request and instruct your bank (if agreeable to your bank) to open, by order of our company, your irrevocable documentary credit (hereinafter called the «import L/C »), up on the same terms and conditions of the export L/C including all amendments and extensions thereof date, if any with the exception of the following :

i) Amount to read :.....

ii) All bank commissions and charges outside NAIB are for beneficiaries account

iii) Validity date for presentation of documents at your counters in Tunis to read :.....

Payment(s) to be made exclusively against presentation of the conforming documents at your counters in Tunis as follows :

.....% of invoice value payable atdays after negotiation of documents :

other

iv) Validity for shipment :.....

v) L/C to be advised through :.....

In favour of :.....

vi) Special conditions :

« All documents must show applicant's name as shippers »

Special conditions :

« Except on invoice no documents to show value or unit price »

vii) Partial shipment :.....

h) Commissions relating to the present back to back L/C :

- Opening commissions : 0.4 % (Per indivisible month)
- Payment commissions : 0.125% Per Utilisation
- Amendment commissions : 20 \$ (Flat)
- Telex commissions : 50 \$

You may add any additional documents which you feel necessary provided that those documents are not contradictory to the conditions of the import L/C.

In consideration of your agreeing to issue your « Import L/C » as requested above, we hereby irrevocably confirm the following :

- 1) Upon receipt by you of the draft(s) and/or invoice(s) of the beneficiary under the « Import L/C », or at any time on your request , we will deliver to you draft(s) and/or invoice(s) to be attached by you with the shipping documents in substitution of those presented by the beneficiary of the « Import L/C » for negotiation as per the conditions contained in the « Export L/C ».
- 2) In order to avoid any difficulties or delay, we are today airmailing to your bank by special courier, blank invoices duly signed by us (and drafts if applicable) and you are hereby irrevocably authorised to use and issue these invoices (and drafts) on our behalf (with full power of attorney given herewith in your favour).We understand and agree that you will use these invoices (and drafts) sufficiently in advance for the presentation and negotiation of the export L/C.
- 3) In case the documents presented by second beneficiaries will be discrepant only the issuing bank is entitled to accept these discrepancies. We undertake to refrain from lifting discrepancies that would put the L/C opened in favour of his supplier in conditions different from those specified in the Master L/C. Any amendment or lifting of discrepancies requires the prior agreement of North Africa International Bank and the issuing bank.

Now and should you agree to open the « Import L/C » based upon the above parameters and obligations on our part. We the undersigned, hereby irrevocably grant to your bank North Africa International Bank-Tunis, a first priority security interest in the goods to be purchased and sold under the above « Import L/C » respectively « Export L/C » in accordance also with your general conditions.

We hereby also confirm that the full proceeds of our sale toFixed at the price of.....and due for payment in the frame of The above mentionned « export L/C » is irrevocably and exclusively assigned in favour of North Africa International Bank-Tunis.

It is also understood that, in consideration of your bank agreeing to open tht L/C » as requested above, if any discrepancies arise by virtue of or in relation to the « Export L/C » we will assist your bank in every possible respects in order to settle the litigious to keep your bank indemnified at all times against all actions, proceedings, liabilities, claims, damages, costs and expenses which may arise in relation with any discrepancies in the documents presented under the « Export L/C ».

STAMP AND AUTHORIZED SIGNATURE