**Parties**

1. **The Participating Entity**

|  |  |
| --- | --- |
| Company name | Business reg no |
| Address | |

1. **The Customer**

|  |  |
| --- | --- |
| Company name | Business reg no |
| Address | |
| E-mail address | |

1. **The Bank**

|  |
| --- |
| Company name  Nordea Bank Abp  Nordea Bank Abp, filial i Sverige  Nordea Bank Abp, filial i Norge  Nordea Danmark, Filial af Nordea Bank Abp, Finland |

The Customer and Nordea have entered into a Trade Finance Global Customer Agreement together with General Terms and Conditions for Trade Finance Global (as amended from time to time) (together the “Agreement”). Any term not defined in this Trade Finance Global - Participation Agreement shall have the meaning set out in the Agreement.

The Participating Entity acknowledges that it has been informed about the content of the Agreement by the Customer and fully understands the terms of the Agreement and that the Customer is solely responsible for informing the Participating Entity of the Agreement and any amendments thereto.

By execution of this Participation Agreement the Participating Entity agrees to be bound by the provisions stipulated in the Agreement. The Customer shall be entitled to represent the Participating Entity in relation to any Nordea Company in all matters through Trade Finance Global (or otherwise in connection with Trade Finance Global), including, but not limited to, any Accessible Trade Finance Service, and in all matters relating to the Agreement (including, but not limited to, any amendments thereto).

The Participating Entity confirms that it is aware that Accessible Trade Finance Services are governed by their own terms and conditions. Access to Accessible Trade Finance Services is therefore generally subject to the Participating Entity having entered into or entering into through TFG an agreement concerning the said Accessible Trade Finance Service with the relevant Nordea Company.

As further outlined in the General Terms and Conditions for Trade Finance Global, the Participating Entity hereby agrees to the following:

1. The Bank may amend this Agreement unilaterally by publishing an updated agreement in TFG (please see Clause 19 of the Terms and Conditions);
2. Each Nordea Company is entitled to communicate with the Participating Entity by e-mail to the Participating Entity’s e-mail address stated above (or as otherwise notified to any Nordea Company) for all purposes (within and outside the scope of TFG). The Participating Entity consents to such use of e‑mail and understands and accepts the risks associated with using e‑mail as a means of communication (please see Clause 17 of the Terms and Conditions); and
3. Each Nordea Company is entitled to disclose and process information regarding the Customer in accordance with Clause 16 and 26 of the Terms and Conditions.

The Participating Entity hereby represents and warrants that it has full authority, power and capacity and that all necessary actions have been taken to enable the Participating Entity to enter into this Participation Agreement. This Agreement may be terminated by notice of the Bank to the Participating Entity or vice versa. Following notice from the Participating Entity the termination will be effective upon the Bank registering the termination in its systems.

This Participation Agreement is governed by the law applying to the Agreement and any dispute hereunder shall be settled in the same manner as for the Agreement (see the Trade Finance Global Customer Agreement together with Clause 27 in the General Terms and Conditions for Trade Finance Global).

This Participation Agreements comes into effect when the Bank has accepted the Participating Entity and registered such in its systems.

|  |  |  |  |
| --- | --- | --- | --- |
| Place and date | | Place and date | |
| The Participating Entity | | Customer | |
| Signatory’s name in print | Signatory’s name in print | Signatory’s name in print | Signatory’s name in print |