

## **1 Customer's Relationship with the Bank**

- 1.1 The following terms and conditions, as amended from time to time (the "General Conditions"), govern the relationship between First Abu Dhabi Bank PJSC (the "Bank") and a natural or legal person (hereinafter called the "Customer") requesting any services offered by the Bank.
- 1.2 Definitions of capitalised terms used in these General Conditions are set out in the Glossary. Where such terms are used elsewhere by the Bank throughout any of its documentation, agreements or on its website, they shall have the meanings set out in the Glossary unless given a different meaning in the context in which they are used.
- 1.3 References to the "General Conditions" throughout the Bank's documentation, including application forms, account mandates, advertisements, notices, brochures, schedules, agreements or such other documents, are references to these General Conditions.
- 1.4 These General Conditions constitute an integral part of the Bank's agreement to open an Account or provide any Service to the Customer and apply, unless expressly excluded, to all Accounts or Services made available to the Customer.
- 1.5 The legal and contractual relationship between the Bank and the Customer is determined by these General Conditions, any Specific Conditions, a Request, the Schedule of Charges, any guidelines issued by the Bank and any other agreement or document specified by the Bank for this purpose.
- 1.6 If there is any conflict or inconsistency between these General Conditions and any Specific Conditions, the Specific Conditions shall prevail to the extent of that conflict or inconsistency and in respect of the particular Service.
- 1.7 By opening an Account, submitting a Request or otherwise making use of a Service, the Customer is deemed to have read and understood these General Conditions and any applicable Specific Conditions and agrees to be bound by them.

## **2 Application for a Service**

- 2.1 The availability, eligibility criteria and applicable conditions in respect of any Service are subject to the Bank's determination and applicable laws. The Bank may, at any time, modify a Service or convert an Account into a different category or type of Account for whatever reason and without notice.
- 2.2 All Services offered by the Bank are offered at the Bank's sole and absolute discretion. The Bank reserves the right, at any time, without liability, penalty or reason, to refuse to provide or continue to provide any Service.
- 2.3 Any Service made available to the Customer is personal to the Customer. The Customer must immediately notify the Bank if it is not the ultimate beneficiary (being the person that stands to gain the commercial or economic benefit and/or bears the commercial or economic risk) of, or the ultimate originator of any instruction relating to, any Service, even if such circumstances are only the case for a one-off transaction.

## **3 Representations and Warranties**

- 3.1 By opening an Account, submitting a Request or otherwise making use of a Service, the Customer represents and warrants to the Bank that:
  - (a) the Customer (if a legal person) is duly organised and in good standing in every jurisdiction in which it is required to be;
  - (b) the obligations assumed by the Customer pursuant to these General Conditions and any Specific Conditions are the Customer's legal, valid and binding obligations and the performance of those obligations and the provision of any Services does not violate or breach any applicable law, contract or other requirement to which the Customer is subject;
  - (c) the Customer has obtained any consent, authorisation or instruction required in connection with these General Conditions and any Specific Conditions;
  - (d) all information furnished to the Bank by the Customer or on the Customer's behalf is, as of the date that information is provided, true, accurate and complete in every material respect;
  - (e) the Customer is not the subject of any economic, financial or trade sanction or embargo administered or enforced by any relevant authority, or located, incorporated, organised, existing or resident in a country or territory that is the subject of any economic, financial or trade sanction or embargo;
  - (f) the Customer is not bankrupt, insolvent or otherwise experiencing financial difficulties;
  - (g) the Customer has carefully reviewed and understands all information (if any) provided by the Bank as well as the terms, conditions and risks associated with any Service provided by the Bank;
  - (h) the Customer is not relying on any representation, statement or other information provided by the Bank as legal, regulatory, tax or accounting advice, and the Customer has been advised by the Bank to obtain (and has obtained), where appropriate, independent legal, regulatory, tax and accounting advice; and

- (i) in all the Customer's dealings with the Bank, the Customer is acting as principal and not as agent on behalf of any third party.
- 3.2 Each of the representations and warranties set out above are deemed to be repeated on each day throughout the period the Bank provides a Service to the Customer.
- 3.3 If any representation and warranty set out above is or becomes untrue at any time, the Customer must notify the Bank immediately.

#### **4 General Account Conditions**

- 4.1 One or more Accounts may be opened by the Customer, subject to these General Conditions and any applicable Specific Conditions. Furthermore, the Bank may require that a specific Account is opened by the Customer in order to make available a particular Service. Subject to the Bank's right to combine and consolidate Accounts, each Account may be subject to different eligibility criteria and conditions. As a result, the Customer may be required to meet certain obligations (such as minimum balance requirements or margin calls) on one Account despite the availability of a credit balance on another Account.
- 4.2 The Customer shall submit to the Bank all forms, documents and evidence relating to the opening of an Account that the Bank may require, in form and substance satisfactory to the Bank. The Bank may refuse to open an Account without giving the Customer any reason for such refusal.
- 4.3 The Customer must inform the Bank of any change in the information provided by the Customer at the time of opening an Account or any other customer identification or due diligence documentation previously delivered to the Bank, including (without limitation) any changes to the Customer's name, identification documents, address, telephone numbers, constitutional documents, shareholding structure, beneficial ownership and the powers of any Authorised Signatories. The Customer must provide the Bank with any additional forms, documents and other evidence relating to such changes as the Bank may request, in form and substance satisfactory to the Bank. Any changes shall only be effective when actually received and accepted by the Bank.
- 4.4 The Customer must promptly inform the Bank if:
  - (a) the Customer becomes unemployed or loses the primary source of the Customer's income; and
  - (b) the Customer has lost or will shortly lose residency status in the United Arab Emirates.
- 4.5 The Bank may require the Customer to maintain a minimum balance in any Account as may be determined by the Bank and notified to the Customer from time to time. The amount of, and method of calculation of, such minimum balance shall be determined by the Bank and may vary depending on the type of Account. The Bank may impose a fee or otherwise decline to process any instruction if the Customer does not meet such minimum balance requirement.
- 4.6 The Bank reserves the right, and the Customer authorises the Bank, to debit any Account (and in case of insufficient balance, to overdraw the Account) in case the Bank credits any funds to an Account of the Customer due to computer system error, technical error or malfunction, human error, clearing system error, fraud by the Customer or a third party or any other reason, in each case without any liability.
- 4.7 The Bank may allocate an identification number to the Customer and/or an Account number to an Account of the Customer. Such identification numbers remain the property of the Bank and the Bank shall have the right to modify or change such numbers at any time.

#### **5 Dormant Accounts**

- 5.1 The Bank is entitled to consider an Account as dormant if no debit or credit transactions (other than those initiated by the Bank) have been initiated on such Account for a period specified by the Bank from time to time. The Bank will notify the Customer of its decision to consider an Account as dormant.
- 5.2 If no response is received from the Customer, the Bank may be obliged to inform the competent authorities, including the Central Bank of the United Arab Emirates, of its decision to consider the Account as dormant.
- 5.3 If an Account is designated as a dormant Account, the Bank may be obliged by applicable law to change the correspondence address in respect of that Account and notwithstanding any term to the contrary in any Specific Conditions applicable to that Account, stop or reduce the frequency of any account statements in respect of such dormant Account.
- 5.4 In certain circumstances, the Bank may be obliged to transfer amounts standing to the credit of a dormant Account to a dormant account ledger maintained by the Bank or the Central Bank of the United Arab Emirates.
- 5.5 The Customer may re-activate a dormant Account by submitting a Request to the Bank.
- 5.6 Until the re-activation of a dormant Account, no transactions on that Account will be processed, other than credit transactions.

## 6 Joint Account

- 6.1 A Joint Account is an Account that is opened in the name of two or more natural persons or two or more legal persons.
- 6.2 The operation of a Joint Account shall be subject to the relevant Account mandate applicable to that Joint Account. Unless expressly agreed otherwise in the relevant Account mandate, the opening and operation of the Joint Account shall require the signature of each Account holder or an Authorised Signatory of such Account holder.
- 6.3 Each Account holder of a Joint Account shall be jointly and severally liable to the Bank for repayment and satisfaction of all Liabilities owing or incurred under the Joint Account. The liability of any one of the Joint Account holders shall not be discharged or affected in any way by:
  - (a) the invalidity, voidability, or unenforceability of any obligation owed to, or guarantee or security granted in favour of, the Bank in respect of the Joint Account;
  - (b) the release of or making of any other arrangement with any other Joint Account holder or third party; or
  - (c) the amendment or extension of any Liabilities owing or incurred under the Joint Account.
- 6.4 The Bank shall be entitled to apply any credit balance on a Joint Account in satisfaction of any Liabilities due from all or any one of the Joint Account holders.
- 6.5 In the event of the death, loss of legal capacity, dissolution, bankruptcy or insolvency or occurrence of any similar event affecting a Joint Account holder, each other Joint Account holder shall notify the Bank no later than ten (10) days of the occurrence of such event. Upon receipt of such written notice or the Bank otherwise becoming aware of such event, Clause 30 (Death, Loss of Legal Capacity or Insolvency) shall apply to the Joint Account.

## 7 Current Account

- 7.1 A Current Account is a day-to-day transactional cash deposit Account into which cash deposits and from which cash withdrawals are permitted.
- 7.2 Unless expressly specified to the contrary in any Specific Conditions, credit balances on a Current Account shall not bear any interest.
- 7.3 Current Accounts may only be opened and maintained by residents of the United Arab Emirates. If the Bank has reason to believe that the Customer is not or may no longer be a resident of the United Arab Emirates, the Bank may freeze or block the Current Account. The Customer may, subject to satisfying any relevant conditions, convert such Current Account to a type of Account that the Bank determines is appropriate in the circumstances. If the Customer does not convert the Current Account within the time period prescribed by the Bank, the Bank may either convert the Current Account into an Account that the Bank considers appropriate or close the Account and transfer any available credit balances to the Customer in any manner that the Bank considers fit.
- 7.4 The Bank may issue a cheque book (at the Customer's expense) in respect of a Current Account. If issued, a cheque book shall be sent by mail or courier to the Customer's address registered with the Bank, at the Customer's absolute responsibility and risk and without liability on the Bank. Upon the request of the Customer, the Bank may make the cheque book available for physical collection by the Customer at a specified branch of the Bank.
- 7.5 In the event of a Current Account being closed, the Customer must immediately return to the Bank all unused cheques in respect of that Current Account.

## 8 Call Account

- 8.1 A Call Account is a cash deposit Account into which cash deposits are permitted and from which cash withdrawals are permitted.
- 8.2 Credit balances on a Call Account shall bear interest at the rate and calculated in the manner specified in the applicable Specific Conditions.

## 9 Savings Account

- 9.1 A Savings Account is a cash deposit Account into which cash deposits are permitted and from which cash withdrawals are permitted subject to certain conditions.
- 9.2 Credit balances on a Savings Account shall bear interest at the rate and calculated in the manner specified in the applicable Specific Conditions.

## 10 Term Deposit Account

- 10.1 A Term Deposit Account is a cash deposit Account made for a duration of time that is agreed between the Bank and the Customer.
- 10.2 The term deposit in a Term Deposit Account shall bear interest at the rate and be calculated in the manner specified in the applicable Specific Conditions.
- 10.3 Withdrawals of all or any part of a term deposit prior to the agreed maturity date are subject to such conditions as determined by the Bank. The Customer acknowledges and accepts that any early withdrawal of a term deposit may result in the application of lower interest rates and premature withdrawal fees or penalties.

## 11 Other Accounts

The Bank may make available other types of Accounts for specific purposes which will be subject to Specific Conditions.

## 12 Customer's Instructions

- 12.1 The Bank may act on any instruction (in any format and sent or received via any channel acceptable to the Bank) and is authorised to debit an Account of the Customer if it reasonably believes such instructions have been given by the Customer. The Bank has no obligation to verify the authenticity or validity of any instructions. If the Bank doubts the clarity, authenticity or validity of any instruction, it may delay or refuse to carry out such instruction until confirmed by the Customer. Any instruction that has been verified by a Security Code shall be considered conclusively to have been given by the Customer.
- 12.2 The Customer must always ensure the availability of sufficient funds in an Account or other arrangements with the Bank in order to meet any instruction issued by the Customer.
- 12.3 The Bank has no obligation to process or act on an instruction or to accept a cheque or any other similar payment instrument if, in its absolute opinion, acting on such instructions may result in a breach of any applicable law or any economic, financial or trade sanctions or embargo or the Bank's internal policies or procedures.
- 12.4 The Bank shall not be obliged to process any instruction until it has received all such information as it requires from the Customer.
- 12.5 The Customer is responsible for the accuracy of all of the Customer's instructions to the Bank. Neither the Bank nor any of its Delegates shall be liable for any error, omissions, mutilation, interruption or delay occurring in the transmission of such instructions.
- 12.6 All instructions received by the Bank shall be subject to cut-off times and daily limits prescribed by the Bank from time to time. The Bank may change such cut-off times and daily limits without giving any reason or prior notice to the Customer. Such changes shall apply immediately.
- 12.7 Once the Customer submits an instruction, the Customer acknowledges that the Bank may not, in certain circumstances, be able to process a request for the cancellation, reversal, stop payment or amendment of any previous instruction. However, if the Customer's request to cancel, reverse, stop payment or amend a previous instruction is received by the Bank in reasonable time and in compliance with applicable law, the Bank's requirements and these General Conditions, the Bank shall use its reasonable endeavours to comply with such request.

## 13 Overdraft

- 13.1 The Customer shall not overdraw any Account without the Bank's prior written consent.
- 13.2 Notwithstanding the above, the Customer agrees that the Bank shall be entitled to debit the Customer's Account with the amount of any fees, charges, costs or expenses due to the Bank, any cheques, bills of exchange, promissory notes, orders for payment drawn or Debit Card transactions accepted or made by the Customer and to carry out any instructions relating to the Account even if doing so may cause the Account to be overdrawn or any overdraft to be increased.
- 13.3 If the Bank allows any overdraft to occur or an overdraft to be increased, for any reason, the amount overdrawn, together with interest and other charges, will be repayable immediately upon demand by the Bank.
- 13.4 The Bank shall be entitled to charge interest on any overdrawn amount at such rate as the Bank shall from time to time determine and shall be calculated in accordance with the Bank's policy and will be debited from the Account at such intervals as the Bank may determine. Any payment by the Customer into an overdrawn Account shall be applied by the Bank first in settlement of interest and other charges on the overdraft and thereafter towards settlement of the principal amount of the overdraft.
- 13.5 Without prejudice to the generality of the above, the Bank is not obliged to permit an overdraft on the Customer's Account to occur or continue.

#### 14 Debit Cards

- 14.1 The Bank may issue a Debit Card to the Customer for the purpose of purchasing goods or services either through a retailer, through the internet, by telephone or by any other means with or without the physical presence of the Debit Card, or to effect withdrawals, transfers or direct debits using automated teller machines.
- 14.2 The Bank may also require a Debit Card to be used to facilitate or authenticate the Customer's identity or instruction whether initiated from an automated teller machine, at the Bank's branches, through Electronic Banking Services or otherwise.
- 14.3 If the Debit Card is not activated in the manner or within the period prescribed by the Bank, the Bank may cancel the Debit Card. Any new Debit Card requested by the Customer shall be issued at the expense of the Customer.
- 14.4 The Bank may allow the Customer to use the Debit Card to purchase goods and services by any channel or mode of communication permitted by the Bank, including through the use of the Bank's interactive voice response channel and the internet.
- 14.5 The Customer shall only utilise the Debit Card for transactions which are legally acceptable in the United Arab Emirates and the country in which the Debit Card is utilised. The Bank reserves the right to reject any transaction which it believes may cause a breach of this Clause.
- 14.6 The Customer must ensure the safe and proper custody of the Debit Card. The Customer must take the maximum care to prevent the Debit Card from being lost or stolen. The Customer undertakes not to pass possession of the Debit Card to any other person. The Customer must promptly notify the Bank and the relevant authorities in case a Debit Card is lost or stolen. Unless and until the Bank has received that notification, the Customer shall be responsible for any transaction which has been processed on the Debit Card.
- 14.7 The Customer shall keep all Security Codes issued in connection with a Debit Card confidential in accordance with the requirements of Clause 21 (Security Codes).
- 14.8 The Customer shall not utilise a Debit Card in a manner which may permit alteration, fraud or forgery.
- 14.9 The Customer shall pay any and all charges imposed by the Bank for all transactions effected on the Debit Card whether locally or abroad. Any Debit Card transaction made in a currency other than dirhams will be converted into dirhams by the Bank at the Bank's exchange rate prevailing at the time the relevant foreign currency transaction is debited from the Debit Card.
- 14.10 The Bank is entitled to debit the Account of the Customer with the total amount plus any fees and charges (where applicable) with respect to any cash withdrawals, transfers, direct debits and payments for goods and services or any other transactions made using the Debit Card.
- 14.11 A supplementary Debit Card may be issued in the name of a person nominated by the Customer and approved by the Bank. All supplementary Debit Cards shall be treated in the same manner as a Debit Card issued in the name of the Customer and all transactions effected on any supplementary Debit Card issued by the Bank shall be the sole responsibility of the Customer and shall be subject to these General Conditions and any applicable Specific Conditions.
- 14.12 All Debit Card transactions will be subject to maximum daily restrictions on the number of transactions conducted on a Debit Card as well as the value of such transactions (whether individually or in aggregate) and any other conditions as the Bank may deem appropriate. The Bank may change any daily restrictions without giving any reason or prior notice to the Customer. Such changes shall apply immediately.
- 14.13 The Debit Card shall remain the property of the Bank at all times and the Bank may at any time and for any reason cancel or suspend usage of the Debit Card or request the Debit Card to be returned to the Bank. If the Debit Card is cancelled, expired, replaced or all the Customer's Accounts with the Bank are closed for any reason, the Customer shall promptly return the Debit Card to the Bank or destroy it.
- 14.14 Notwithstanding the cancellation, suspension, expiry, replacement or return of the Debit Card, the Customer shall remain liable for any Liabilities incurred in respect of the Debit Card prior to the date of such cancellation, suspension, expiry, replacement or return.

#### 15 Cheque Issuance

- 15.1 The Customer must ensure the safe and proper custody of cheque books at all times. The Customer must promptly notify the Bank and the relevant authorities in case a cheque book or any cheque is lost or stolen. Unless and until the Bank has received such notification, the Customer shall be responsible for any cheque drawn on the Customer's Current Account.
- 15.2 The Customer shall not write cheques in a manner which allows such cheque to be easily altered or forged.
- 15.3 The Bank is entitled to debit the Customer's Current Account with the amount of any cheques written by the Customer. Digital images or electronic representations of cheques may be made or captured and used by financial institutions, including the Bank, involved in the exchange and clearance of cheques in the United Arab Emirates. As such, original cheques may be

destroyed and will not be returned to the Customer. The Bank is entitled to act on any such image or representation for all purposes as if it were an original cheque.

- 15.4 The Customer is obliged to ensure that the total amount of cheques that the Customer has written on the Customer's Current Account do not, at any time, exceed the credit balance available in such Current Account. The Bank is entitled (but not obliged) to refuse to honour any cheques drawn against an insufficient credit balance on the Customer's Current Account.
- 15.5 The Bank shall be entitled to impose charges on cheques which are returned unpaid. If cheques are returned due to insufficient funds in the Customer's Current Account, the Bank may close the relevant Current Account, collect from the Customer any unused cheques and report the name of the Customer and returned cheque details to the Central Bank of the United Arab Emirates, the Etihad Credit Bureau or any other competent authority without any notice to the Customer or any liability on the Bank.
- 15.6 The Customer agrees that any instructions to stop payment of any cheque shall only be accepted in accordance with applicable law and the Bank's policy. In accordance with applicable law, the Bank will not accept a stop payment of any cheque other than where such cheque has been lost, stolen or upon the bankruptcy of the bearer. The Customer accepts that the Bank has no liability if it fails to comply with the Customer's instructions or for any consequences and cost, including, without limitation, legal fees and penalties, which may arise out of the Bank's compliance with such instructions.
- 15.7 The Bank reserves the right to refuse to honour any cheque which does not meet the requirements of the Bank, the Central Bank of the United Arab Emirates or any applicable laws or for any other reason permitted by applicable law.
- 15.8 The Bank may, but is not obliged to, honour any cheque presented more than six (6) months after the date of its issue.

## **16 Cheque and Other Instruments for Collection**

- 16.1 The Bank may accept cheques or other similar payment instruments for deposit to the Customer's Account if such cheques or payment instruments are made out in the Customer's favour or otherwise endorsed to the Customer's order. In receiving cheques or other similar payment instruments for collection, the Bank (together with any Delegate) acts merely as the Customer's collecting agent and assumes no responsibility for the realisation of such cheques or instruments. In the event of non-acceptance or non-settlement of an instrument, the Bank shall notify the Customer of such non-acceptance or non-settlement of the instrument. The Bank shall be under no obligation to notify or take any action against any other party.
- 16.2 The Customer agrees that the proceeds of any cheques or other payment instruments shall not be available for withdrawal until actually received and cleared by the Bank. Without prejudice and in addition to any of the Bank's rights under applicable law, if the payment of the amount of any cheque or other similar payment instrument drawn in favour of the Customer is not received by the Bank, such amount, if previously credited to the Customer's Account may, without further notice to the Customer, be debited from the Customer's Account (whether or not the cheque itself can be returned) and/or the Customer shall promptly repay such amount within three (3) days of the Bank's demand.
- 16.3 All cheques or other similar payment instruments deposited for collection are accepted by the Bank on the condition that the Customer assumes full responsibility for the genuineness, validity and correctness of the endorsements and signatures appearing thereon. The Bank's service as collection agent is provided at the Customer's risk and the Bank shall not be liable for the delay or loss in transit of the cheque or other similar payment instrument.
- 16.4 If the Bank determines that a cheque or other similar payment instrument that has been accepted by the Bank for deposit to the Customer's Account was fraudulent, the Bank reserves the right and the Customer authorises the Bank to debit the Customer's Account (and in case of an insufficient balance, to overdraw the Customer's Account) for an amount up to and including the value of such cheque or other similar payment instrument, without any liability.

## **17 Banker's Draft**

- 17.1 The Customer may request that the Bank issue a banker's draft payable to the order of a named beneficiary. The Bank is authorised to debit the Customer's Account with the amount of any banker's draft requested by the Customer.
- 17.2 When issued, a banker's draft must be presented for payment within one (1) year of the date of issue. If a banker's draft is not presented for payment within one (1) year from the date of issue, the Bank shall transfer the amount of the banker's draft to an unclaimed balances account maintained by the Bank and notify the Central Bank of the United Arab Emirates.
- 17.3 Once issued, a banker's draft may only be cancelled at the Bank's discretion. If the Customer wishes to cancel a banker's draft, the original banker's draft must be returned to the Bank prior to cancellation. The Bank shall be entitled to deduct all amounts owing to the Bank in connection with the cancellation of a banker's draft prior to crediting the balance (if any) of the amount of the banker's draft to the Customer's Account.
- 17.4 The Customer must promptly notify the Bank and the relevant authorities if the Customer becomes aware of a banker's draft being lost or stolen. Unless and until the Bank has received such notification, the Customer shall be responsible for any banker's draft presented to the Bank.

## 18 Statements

- 18.1 The Bank shall provide an account statement to the Customer for each Account held with the Bank at such intervals as the Bank may decide.
- 18.2 Unless otherwise requested by the Customer, account statements shall be delivered by electronic mail to the Customer's registered electronic mail address in the Bank's records, by encrypted electronic mail through the Bank's Electronic Banking Services or any other electronic means. It is the Customer's responsibility to set up, maintain and regularly review the security arrangements concerning access to and use of the Customer's electronic mail and internet systems. Any account statement delivered electronically will be deemed to constitute an account statement as required by applicable law and shall, for all purposes, satisfy the Bank's obligations to deliver to the Customer an account statement.
- 18.3 In circumstances where the Bank determines it is not reasonably practicable to deliver account statements to the Customer electronically, the Bank may deliver such statements of account in any manner it considers appropriate.
- 18.4 The Customer must review each account statement and notify the Bank of any discrepancy within thirty (30) days of receiving it, failing which the account statement shall be deemed to be correct (subject to the Bank's right to rectify any error) and accepted by the Customer. The Customer may not thereafter raise any objections to the account statement and the account statements maintained by the Bank as to the status of the Customer's Accounts shall be conclusive and binding on the Customer.
- 18.5 The Bank shall be entitled to rectify any error in any account statement without notifying the Customer.
- 18.6 It is the Customer's responsibility to notify the Bank if the Customer does not receive an account statement or is otherwise unable to access an account statement within thirty (30) days of the date on which the account statement should have been received or made available to the Customer. The Bank shall not be liable for the Customer's non-receipt or late receipt of account statements.
- 18.7 The Bank may suspend the delivery of account statements if it has grounds for believing that the Customer is not receiving such account statements.

## 19 Safe Deposit Box Services

- 19.1 Provision of the Safe Deposit Box Service is subject to the payment of a deposit and the payment of rental fees or charges, in each case, as specified in the applicable Specific Conditions.
- 19.2 In the sole and absolute discretion of the Bank and subject to availability, the Safe Deposit Box Service shall continue for a period of one (1) year commencing from the date specified in the applicable Specific Conditions.
- 19.3 The Bank assumes no responsibility for the nature, quantity or value of any items placed in any safe deposit box.
- 19.4 The Customer has no right to access a safe deposit box other than on a Business Day and during business hours when the Bank is open to customers for banking transactions. The Bank has the right to inspect and examine the contents of all boxes, bundles or other objects in the presence of the Customer (or the Customer's lawful attorney) prior to lodging such items in any safe deposit box.
- 19.5 The Customer agrees to adhere to the Bank's rules and policies regarding the suitability of items which may be placed in the safe deposit box. In particular and without limiting the generality of the above, the Customer undertakes not to deposit any dangerous or unstable items, explosives, flammable, chemical or poisonous materials or substances, animals or any other prohibited items such as weapons, armaments or drugs.
- 19.6 The keys to a safe deposit box shall remain the property of the Bank at all times. The Customer must ensure the safe and proper custody of any keys to a safe deposit box at all times. The Customer must take the maximum care to prevent such keys from being lost or stolen. The Customer must promptly notify the Bank and the relevant authorities in case a key is lost or stolen. Unless and until the Bank has received such notification, the Bank shall not be responsible for the loss or theft of any items in the safe deposit box.
- 19.7 The Customer undertakes not to pass possession of the keys to a safe deposit box to any other person.
- 19.8 Following receipt of a notification from the Customer that the keys to the safe deposit box have been lost or stolen, the Customer (or the Customer's lawful attorney) shall attend at the Bank's premises and authorises the Bank to break the lock to the safe deposit box in the presence of the Customer (or the Customer's lawful attorney). The Customer shall bear the risk and responsibility for any damage caused to the items in the safe deposit box as a result of breaking such lock.
- 19.9 Each of the Bank and the Customer may, by providing the other with no less than ten (10) days' prior notice, terminate the Safe Deposit Box Service.
- 19.10 Unless specified to the contrary in the applicable Specific Conditions, the Customer agrees that:
  - (a) non-payment of any amounts due to the Bank in connection with the Safe Deposit Box Service shall entitle the Bank to

treat the Safe Deposit Box Service as terminated and to recover the safe deposit box in accordance with applicable law. If the Bank terminates the Safe Deposit Box Service for non-payment of rental fees, the Bank shall notify the Customer. The Customer shall attend at the Bank's premises on the date specified by the Bank in order to open the safe deposit box, remove all items placed in it and return all keys to the Bank. If the Customer fails to attend at the Bank's premises, the Bank shall be entitled to apply to the court of competent jurisdiction for permission to open the safe deposit box and empty its contents. The Bank shall act in accordance with the instructions of the court;

- (b) until the payment of any amounts due to the Bank in connection with the Safe Deposit Box Service, the Bank shall have the right to retain the contents of the safe deposit box and a priority claim over the proceeds of any sale of such contents; and
- (c) if the Customer wishes to terminate the Safe Deposit Box Service, the Customer shall:
  - (i) pay all amounts due to the Bank in connection with the Safe Deposit Box Service; and
  - (ii) remove all items placed in, and return all keys to, the safe deposit box,in each case, prior to the date of intended termination.

19.11 The Bank is entitled to recover all its costs in repairing any damage to the safe deposit box or any keys to the safe deposit box from the Customer whether by deducting such amount from the deposit paid in connection with the Safe Deposit Box Service, debiting the Customer's Account or otherwise.

## **20 Electronic Banking Services**

- 20.1 The Bank may provide the Customer with Electronic Banking Services. These Services are provided at the Customer's own risk. The Customer agrees to follow any guidelines issued by the Bank regarding safety measures and precautions for the use of such Services.
- 20.2 In certain circumstances, Electronic Banking Services provided in respect of a Joint Account may only be provided to one of the Joint Account holders.
- 20.3 The Customer acknowledges and agrees that despite the use of Security Codes and other sophisticated security measures, any communication sent to or by the Bank through Electronic Banking Services may not be a secure and confidential means of communication. If the Customer chooses to interact with the Bank in this way, the Customer does so at the Customer's own risk.
- 20.4 It is the Customer's sole responsibility to acquire and maintain suitable and compatible equipment, devices and software required in order to access Electronic Banking Services, including any anti-virus or other security protection for such equipment, device or software. In addition, the Customer will be responsible for the costs charged by the Customer's telephone or electronic communications provider.
- 20.5 The Customer shall be responsible for the accuracy and authenticity of all information supplied to the Bank by the Customer over the telephone or through electronic means and agrees that the Bank shall not be liable for any consequences arising out of erroneous information supplied by the Customer. The Customer shall not allow any person access to any of the Customer's electronic devices in a manner that would enable such person to access Electronic Banking Services.
- 20.6 If the Customer loses possession, control or functionality of the Customer's electronic device, or has reason to believe that Electronic Banking Services are being accessed by a person other than the Customer, the Customer must immediately notify the Bank, upon which the Bank may block such Services for such duration and upon such conditions as the Bank shall determine. Unless and until otherwise notified by the Customer, all instructions received by the Bank which are initiated through such Services shall be deemed to have originated from the Customer, and the Bank shall be entitled to rely on such instructions without any further investigation or enquiry. The Customer acknowledges and agrees that the Bank may not be able to reverse or nullify any transaction executed based on instructions received prior to the Customer notifying the Bank in accordance with this Clause.
- 20.7 The Customer agrees that the Electronic Banking Services are provided over or through the internet and that the open and electronic nature of the internet may give rise to virus attacks, errors, losses, damages and claims and that any transaction effected through Electronic Banking Services is made at the Customer's own risk and responsibility. The Bank shall not be liable for any losses suffered by the Customer as a result of using Electronic Banking Services.
- 20.8 The Customer shall promptly notify the Bank of any changes to the Customer's mobile telephone details or telecommunication provider.

## **21 Security Codes**

- 21.1 The Customer shall keep all Security Codes confidential and shall not disclose or make available such Security Codes to any third party. The Customer shall exercise due care to prevent any loss, theft or wrongful use of any Security Code.



- 21.2 The Bank shall be under no duty to verify the authenticity of any instructions received from the Customer authenticated through a Security Code in accordance with the applicable procedures of the Bank.
- 21.3 If a Security Code is lost, stolen or has otherwise been intercepted by or revealed to third parties, the Customer shall immediately notify the Bank. Unless and until the Bank has received that notification, the Customer shall be responsible for any instruction or transaction which has been processed through the use of a Security Code.

## **22 Special Categories of Customers**

### ***Minors***

- 22.1 The Bank may make Services available to minors subject to applicable law and the Bank's policy, as amended from time to time.
- 22.2 The operation of any minor Accounts may only be performed by the legal or court-appointed guardian of such minor until such minor attains the age of majority under applicable law.

### ***Accessibility***

- 22.3 The Bank may make Services available to illiterate Customers subject to applicable law and the Bank's policy, as amended from time to time.
- 22.4 The Bank may make Services available to blind and/or deaf and/or mute Customers subject to applicable law and the Bank's policy, as amended from time to time.

## **23 Currency of Account**

- 23.1 The Bank may open Accounts in any currency approved by the Bank.
- 23.2 The currency of an Account will be determined by the Bank at the time of opening the Account. All cash withdrawals from an Account shall be subject to the availability of that currency at the Bank's branches.
- 23.3 Any instructions or transactions on an Account other than in the currency of the Account may incur a charge.
- 23.4 Any interest earned or charged on a balance in an Account shall be payable in the currency of that Account. Interest rates in respect of foreign currency Accounts may be positive (in which case interest will be earned on that Account) or negative (in which case, interest will be charged to the Account).
- 23.5 The Bank may permit a transaction under an Account held by the Customer in a currency other than the currency of that Account. The Bank shall, at all times, be entitled to convert any amount in a currency other than the currency of an Account into the currency of that Account.
- 23.6 Maintenance of an Account or carrying out a transaction in a currency other than dirhams shall be at the entire risk of the Customer including risks arising from any restrictions imposed by any governmental or regulatory authority, exchange control or currency fluctuations.
- 23.7 All foreign currency exchange rates shall be at the Bank's exchange rates prevailing at the time the relevant foreign currency transaction is effected by the Bank. The Bank reserves the right to charge fees and/or commission on any such conversions.

## **24 Taxes**

- 24.1 The Customer is solely responsible for the Customer's tax affairs.
- 24.2 Unless expressly provided to the contrary, all amounts expressed to be payable by the Customer are exclusive of any applicable taxes (including but not limited to value added tax (or any equivalent tax)). The Bank is authorised to debit any Account with, or otherwise withhold, the amount of any applicable taxes required to be charged or withheld by the Bank. If any applicable taxes are paid by the Bank on the Customer's behalf, the Bank shall be entitled to debit the Customer's Account for any such amount and/or the Customer shall promptly reimburse the Bank for such payment.
- 24.3 The Bank may be required by law or by agreement with applicable tax authorities, to report certain information about the Customer (or, in the case of legal persons, the Customer's direct and indirect owners or the Customer's trustees and beneficiaries) and the Customer's relationship with the Bank, including information about the Customer's Accounts and other Services provided by the Bank to the Customer:
- (a) to the tax authorities in the country where the Bank maintains Accounts for the Customer, which may then pass that information to the tax authorities in another country where the Customer may be subject to tax; or
- (j) directly to the tax authorities in the Customer's country of nationality or residence or other countries where the Bank reasonably determines or is required to presume the Customer is subject to tax.

- 24.4 The Customer agrees to provide the Bank with any information (including declarations, certificates, documents, details of any special ruling or treatment applicable to the general nationality or category of person to which the Customer may belong) which the Bank may request (or which may otherwise be required) in connection with any tax, tax status or other applicable reporting requirements. The Customer must ensure that, when providing such information to the Bank, it is true and correct in every respect, not misleading in any way, and contains all material information relevant to the subject matter of the request. Should any information previously provided by the Customer become inaccurate or incomplete, the Customer must promptly notify the Bank.

## **25 Gross-up**

- 25.1 All amounts to be paid to the Bank must be paid in the currency specified and without (and free and clear of any deduction for) withholding (including on account of any tax), set-off or counterclaim.
- 25.2 If the Customer is required by law to deduct an amount on account of tax from any Liabilities owed to the Bank, the Customer must increase the amount payable to the Bank so that, after any such deduction has been made, the amount received by the Bank is equal to the amount that the Bank would have received had no deduction been required.

## **26 Rates, Fees and Costs**

- 26.1 The Customer agrees to pay all applicable fees, costs, charges and expenses of the Bank in connection with the provision of a Service. Details of such fees, costs, charges and expenses are set out in the Bank's Schedule of Charges. The Bank's Schedule of Charges is available at the Bank's branches, on the Bank's website or otherwise upon request. The Bank may amend the Schedule of Charges at any time.
- 26.2 The Customer is bound to pay interest and commission at the Bank's prevailing rates at the relevant time. If any amount is due to the Bank but is not paid when due, a default rate of interest may also be chargeable. The Bank may amend any interest rate or rate of commissions at any time.
- 26.3 When due, the Customer authorises the Bank to debit any Account of the Customer with the amount of any applicable fees, costs, charges, expenses, interest or commission set out in the Bank's Schedule of Charges or otherwise specified in any applicable Specific Conditions.
- 26.4 All amounts paid to the Bank are non-refundable and may not be applied as credit against any other amount due to the Bank.

## **27 Communication and Delivery**

- 27.1 Unless otherwise agreed, any communication to be made or delivered in connection with any Service shall be made in writing. The Bank is entitled to deliver such communication in any format it deems appropriate (including in paper form or electronically).
- 27.2 Without prejudice to the generality of the above, any communication may be delivered electronically (including through electronic mail or Electronic Banking Services), unless the Bank has prescribed a particular mode of delivery for a particular Service, in which case, such communication shall not be validly sent or received unless the method of delivery prescribed by the Bank has been followed. Any communication delivered in electronic form shall constitute delivery of such communication "in writing" or in "written" form for the purposes of these General Conditions, any Specific Conditions and any applicable laws and shall have the same legal effect as if such communication were delivered in paper form, signed by the Customer or the Bank (as applicable). The Customer will not challenge the admissibility of any such communication on the grounds that it is made in electronic form.
- 27.3 It is the Customer's responsibility to check all communications sent by the Bank. The Bank provides no assurance that electronic communication is secure or error free and the Customer agrees that any communication transmitted electronically can be intercepted, lost, delayed or be virus infected.
- 27.4 Any communication made by the Bank shall be validly given:
- (a) if made or delivered electronically, when sent to the Customer's electronic mail address, mobile telephone or facsimile number (in each case, as notified by the Customer from time to time to the Bank) or made available through Electronic Banking Services, in each case, in readable form; and
  - (b) in all other cases, five (5) Business Days after being dispatched.
- 27.5 Any communication delivered by the Customer to the Bank shall be validly given only when actually received by the Bank, at the place and in the manner specified by the Bank for such purpose.
- 27.6 It is the Customer's responsibility to provide the Bank at all times with an up-to-date postal address, mobile telephone number and electronic mail address and to notify the Bank of any change of contact information previously provided to the Bank.

- 27.7 The Customer agrees that all communications sent by the Bank to the Customer and any attachments are confidential to the Customer and the Customer shall delete or otherwise discard any communication sent in error by the Bank or addressed to a recipient other than the Customer.
- 27.8 The Bank is entitled to rely on any communication sent to it by the Customer and is not under any obligation to verify the authenticity or accuracy of any such communication.
- 27.9 The Customer agrees that telephone conversations with the Bank may be recorded and agrees that any recordings so made are admissible as evidence in any court, arbitration or other proceedings.
- 27.10 The Bank shall send any physical items such as cheque books and debit cards by normal post or courier to the Customer's address in the Bank's records and at the Customer's own risk and responsibility.

## **28 Confidentiality**

- 28.1 The Bank shall keep all Confidential Information confidential but the Customer authorises the Bank to disclose all such Confidential Information:
- (a) to any member of the FAB Group;
  - (b) to any Delegate to the extent necessary to enable the Bank to provide Services to the Customer;
  - (c) to any professional adviser of the Bank who is under a duty of confidentiality to the Bank;
  - (d) to any exchange, depository, clearing house or settlement system, swap data repository or trade repository (whether local or global), where the Bank or a Delegate is required to disclose such Confidential Information;
  - (e) to any actual or potential permitted transferee or assignee (or, in each case, any of their agents or professional advisers) of the Bank's rights and obligations under these General Conditions or any Specific Conditions or in connection with any business transfer, disposal, merger or acquisition undertaken by the Bank;
  - (f) to any rating agency, insurer or insurance broker, or direct or indirect provider of credit protection to the Bank in connection with the Services provided by the Bank;
  - (g) to the Etihad Credit Bureau, any other authorised credit reference agency or credit bureau or the Emirates Movable Collateral Registry;
  - (h) as required by any applicable law;
  - (i) as required by any court, tribunal, regulatory, supervisory, tax, sanctions, governmental or quasi-governmental authority having jurisdiction over the Bank or that the Bank reasonably believes has jurisdiction over the Customer;
  - (j) to any listed company or other type of entity (or its agent or nominee) in which the Customer has an interest in securities which are held by the Bank as the Customer's nominee in circumstances where the Bank is obliged to disclose such Confidential Information as the holder, legal owner of record or custodian of those securities;
  - (k) as may be required in order to preserve or enforce any of the Bank's rights or remedies against the Customer; or
  - (l) as otherwise specified in these General Conditions or in any Specific Conditions.
- 28.2 The Customer authorises the Bank to obtain information, on an ongoing basis, from the Etihad Credit Bureau, the Emirates Movable Collateral Registry, banks and other financial institutions, the Customer's employer or any other body as the Bank deems appropriate, about the Customer's financial and non-financial affairs which includes but is not limited to the details of the Customer's banking facilities, financial position, income and any other information relating to the Customer which the Bank deems appropriate without any reference to the Customer.
- 28.3 To comply with certain of its legal or regulatory obligations, the Bank may centralise the processing of the Customer's information in one or more locations inside or outside the United Arab Emirates.
- 28.4 The Customer agrees to provide any information or documents that the Bank may require and waives any confidentiality rights applicable under data protection, bank secrecy or similar laws in respect of all such information which the Bank may disclose in accordance with this Clause.
- 28.5 The Customer agrees to the processing and disclosure of the Customer's information in accordance with this Clause and to the transfer by the Bank of the Customer's information to another country or countries for processing on behalf of the Bank.
- 28.6 Where the Bank discloses Confidential Information in accordance with this Clause it shall, where reasonably practicable, take steps to ensure that the recipient of such Confidential Information will keep such information confidential.

## 29 Personal Data Protection

- 29.1 The Bank is committed to providing a high level of protection regarding the processing of the Customer's personal data in compliance with applicable data protection laws and regulations.
- 29.2 The Bank may collect, use, store, disclose or otherwise process the Customer's personal data.
- 29.3 The Bank may process the Customer's personal data for the following purposes:
- (a) processing applications for Services, including assessing the Customer's suitability and performing necessary checks and risk assessments;
  - (b) providing Services (including Electronic Banking Services), such as effecting payments or transactions and completing instructions or requests;
  - (c) monitoring and improving the Bank's website and its content;
  - (d) establishing and managing banking relationships and accounts;
  - (e) conducting market research and surveys with the aim of improving the products and services offered by the Bank;
  - (f) sending the Customer information about the Bank's Services for the purpose of marketing and promotion;
  - (g) preventing, detecting, investigating and prosecuting crimes (including but not limited to money laundering, terrorism, fraud and other financial crimes) in any jurisdiction through identity verification, government sanctions screening and due diligence checks;
  - (h) complying with applicable laws, regulations, policies, voluntary codes, judgements or court orders, as well as any request by any authority, regulator or enforcement agency or body in respect of any member of the FAB Group;
  - (i) establishing, exercising or defending legal rights in connection with legal proceedings (including any prospective legal proceedings) and seeking professional or legal advice in relation to such legal proceedings; and
  - (j) surveillance of premises (including automated teller machines).
- 29.4 The personal data requested by the Bank is necessary to perform the Services. If it is not provided to the Bank, the Bank may be unable to comply with its legal or regulatory obligations or to provide the Customer with the Services.
- 29.5 The Customer's personal data processed by the Bank is kept in a form which permits the Customer's identification for no longer than is necessary for the purposes for which the personal data is processed in accordance with legal, regulatory and statutory obligations. At the expiry of such periods, the Customer's personal data will be deleted or archived to comply with legal retention obligations or in accordance with applicable statutory limitation periods.
- 29.6 As a data subject, the Customer may have the right at any time to request from any member of the FAB Group as far as permitted by applicable laws, regulations and/or banking industry guidelines, access to and rectification or deletion of the Customer's personal data. On legitimate grounds, the Customer is also entitled to request a restriction of the processing of the Customer's personal data or to object to such processing. The Customer also has the right to portability of personal data.
- 29.7 The Customer is entitled to lodge a complaint with any competent data protection authority concerning the compliance of any member of the FAB Group with applicable data protection laws.
- 29.8 For any requests relating to the processing of the Customer's personal data, the Customer should contact:
- Head of Data Protection  
First Abu Dhabi Bank PJSC  
Abu Dhabi, United Arab Emirates  
Email: [privacy@bankfab.com](mailto:privacy@bankfab.com)

## 30 Death, Loss of Legal Capacity or Insolvency

Upon being notified of the death, loss of legal capacity, dissolution, bankruptcy or insolvency or the occurrence of any similar event affecting the Customer (including a Joint Account holder), the Bank shall act in accordance with applicable laws. Subject to applicable laws, the Bank shall be entitled to:

- (a) cease the provision of a Service (whether in whole or in part) to; or
- (b) block or freeze an Account (whether in whole or in part) in the name of,

the Customer, whether held singly or jointly with another account holder, from the date of notification until the Bank receives an order from a competent court or authority having jurisdiction over the Bank. At any time that an Account is blocked or frozen the

Bank may accept deposits into that Account in accordance with these General Conditions but no withdrawals shall be made from such Account other than in accordance with applicable law or in accordance with an order from a competent court or authority having jurisdiction over the Bank.

### **31 Security**

- 31.1 All securities, bills, deposits, bank notes, gold, shares or other properties or documents of whatever nature, which are held in the name of the Customer by the Bank in any of its branches, or which come into the possession of the Bank, shall be held as security against the Customer's Liabilities, whether arising under these General Conditions, any Specific Conditions or any other Service or financial accommodation made available to the Customer. The Customer agrees to keep such properties and documents in the possession of the Bank as security for the Customer's Liabilities until the Customer has discharged such Liabilities in full or unless otherwise agreed by the Bank.
- 31.2 The Customer agrees to take any action (including execution of any additional documents) as the Bank may specify to perfect the security interest intended to be created above or otherwise to facilitate the realisation or liquidation of the assets which are (or are intended to be) the subject of a security interest.
- 31.3 The Customer further acknowledges and agrees that the Bank may, if it considers it desirable to do so, register the particulars of any arrangement entered into with the Customer on the Emirates Movable Collateral Registry. The Customer waives any objection to such registration.
- 31.4 The Customer agrees that the Bank has the right to authorise any Delegate (in or outside the United Arab Emirates) to collect any of the Customer's Liabilities that have become due. The Customer authorises the Bank to provide its Delegates with any information or documents pertaining to the Customer and to take the appropriate action on behalf of the Bank to collect such Liabilities. The Customer shall be liable to pay all costs of collections including legal fees.
- 31.5 The Customer shall not, without the Bank's prior written approval, assign, mortgage, pledge or otherwise create any security interest or other proprietary right in favour of any third party over any amounts deposited in an Account, any rights under these General Conditions or any Specific Conditions or other assets of the Customer in the possession of the Bank.

### **32 Indivisibility of Accounts and Set Off**

- 32.1 All accounts held by the Customer, whether in one currency or in different currencies or whether of the same or a different type, may be treated by the Bank as elements of a single and indivisible Account.
- 32.2 In addition to any other general right of set off or other rights conferred by law or contract, each member of the FAB Group shall be entitled, at any time, to:
- (a) combine or consolidate all or any of the accounts held by the Bank or any other member of the FAB Group in the name of the Customer wherever such account is located and in whatever currency such account is denominated; and/or
  - (b) set off any credit balances in an account held by, or any other amount due to the Customer from, the Bank or any other member of the FAB Group against all or any part of the Customer's Liabilities (in whatever currency such Liabilities are denominated).
- 32.3 The Bank shall be entitled to consider as inter-related all transactions which the Customer undertakes with any member of the FAB Group, irrespective of the fact that such transactions may be undertaken through different accounts.

### **33 Compliance**

- 33.1 The Customer acknowledges and agrees that the Bank is subject to strict legal and regulatory requirements in relation to the provision of Services and the operation of Accounts. Nothing in these General Conditions or any Specific Conditions will oblige the Bank to do, or refrain from doing, anything that might, in the Bank's opinion, amount to a breach of any:
- (a) law;
  - (b) order of any competent court or other authority having jurisdiction over the Bank, any other member of the FAB Group, a Delegate or the Customer;
  - (c) duty of care; or
  - (d) economic, financial or trade sanction or embargo.
- 33.2 The Customer confirms that it complies with, and undertakes to continue to comply with, all legal and regulatory obligations to which it is subject, including (without limitation) those relating to the prevention of bribery, corruption, fraud, money laundering and terrorist activity and the provision of financial and other services to persons or entities which may be subject to sanctions.

- 33.3 The Customer agrees that the Bank may take whatever action it considers appropriate to meet any obligations, either in the United Arab Emirates or elsewhere in the world, relating to the prevention of bribery, corruption, fraud, money laundering and terrorist activity and the provision of financial and other services to persons or companies who may be subject to sanctions (whether in the form of economic, financial or trade sanctions or embargo or otherwise). This may include, but is not limited to, the freezing of funds in an Account, investigating and intercepting payments into and out of any Account (particularly in the case of international transfers of funds) and investigating the source of or intended recipient of any funds. It may also include making enquiries to establish whether a person is subject to sanctions. This may delay the carrying out of the Customer's instructions or the receipt of cleared funds.
- 33.4 The Customer agrees to take all such steps as the Bank may require in order to enable the Bank to comply with its legal and regulatory requirements as set out above.
- 33.5 The Bank may report any suspicious or illegal activities or transactions to the competent authorities whether in the United Arab Emirates or elsewhere.

#### **34 Use of Third Parties**

- 34.1 The Bank is authorised to delegate from time to time any of its duties under these General Conditions and any Specific Conditions to such Delegate as it may think fit.
- 34.2 The Customer acknowledges that:
- (a) any Delegate will act in accordance with applicable laws in the jurisdiction where that Delegate is located;
  - (b) any Delegate may be permitted to delegate the duties delegated to it by the Bank and the Bank may have no direct enforceable rights against the ultimate delegate; and
  - (c) the Bank may only have contractual rights against a Delegate.
- 34.3 The Bank may (and is authorised by the Customer to) introduce or refer the Customer directly to such Delegates to provide the Services directly.
- 34.4 The Bank may open accounts (whether in the name of the Bank or the name of the Customer) with any Delegate appointed in accordance with these General Conditions and any Specific Conditions.
- 34.5 The Customer shall be responsible for any fees, costs or expenses payable to any Delegate.

#### **35 Conflicts**

- 35.1 The provision of Services by the Bank under these General Conditions or any Specific Conditions is not to be deemed exclusive.
- 35.2 The Bank may, without further notification to the Customer, provide Services or carry out transactions with or for the Customer:
- (a) in which the Bank has a direct or indirect interest;
  - (b) in circumstances where the Bank has a relationship with another party which does or may create a conflict with a duty that the Bank may owe to the Customer;
  - (c) in circumstances where the Bank may act as market maker;
  - (d) which relate to the provision of brokerage services to the Customer and/or to any other person;
  - (e) which involve the Bank acting as financial adviser, banker or otherwise providing services to an issuer;
  - (f) in which the Bank acts as agent for more than one person; or
  - (g) in which the Bank earns profits from any of the activities listed above.
- 35.3 To the fullest extent permitted by law, the Bank shall be entitled, without further disclosure, to accept and retain for its own account and benefit, any profit, rebate, brokerage, commission, fee, benefit, discount and/or other advantage arising out of or in connection with any Service.

#### **36 Indemnity and Limitation of Liability**

- 36.1 Except in the case of the Bank's fraud, gross negligence or wilful misconduct, the Customer shall indemnify the Bank for any claims, demands, losses, damages, liabilities, actions, suits, proceedings, costs and expenses (including legal and any other professional advisers' fees) and any other liability of whatever nature or description howsoever arising that the Bank suffers as a result of any third party claims brought against it in connection with (i) the Bank providing Services to the Customer, or (ii) the Bank acting on the Customer's instructions.

- 36.2 The Bank shall not be liable for any claims, demands, losses, damages, liabilities, actions, suits, proceedings, costs and expenses (including legal and any other professional advisers' fees) and any other liability of whatever nature or description howsoever arising out of or in connection with any event outside the Bank's control including (without limitation) acts of God, war, riots, hostilities, terrorist activity, local or national emergency, fire, natural calamities, explosions, strikes, court orders, legal restraints, any change in any law, failure of equipment or software, technical, power, communication or network malfunction or breakdown.
- 36.3 The Bank shall only be liable to the Customer for direct loss which has been finally judicially determined to have been caused by the Bank's fraud, gross negligence or wilful misconduct.
- 36.4 The Bank is not liable for any indirect, incidental, or consequential loss or damage, including loss of profit, howsoever caused, whether foreseeable or not and regardless of whether the Bank has received actual or constructive notice.
- 36.5 The Bank expressly excludes any liability for loss or damage which may be caused to the Customer (i) while the Bank is acting in good faith and in compliance with these General Conditions and any applicable laws, or (ii) due to the Customer not complying with these General Conditions.

### **37 Variation**

- 37.1 The Bank may at any time vary its Schedule of Charges, these General Conditions or any Specific Conditions (and such amendments may impose additional obligations on the Customer). Notice of any such amendments shall be given by the Bank in any manner the Bank deems sufficient to bring notice of the amendments to the attention of the Customer, including (without limitation) by updating any printed versions of such Schedule of Charges, General Conditions or Specific Conditions made available at the Bank's branches or uploading the amended Schedule of Charges, General Conditions or Specific Conditions to the Bank's website or otherwise making such amended terms available electronically.
- 37.2 Any amendments made by the Bank to its Schedule of Charges, these General Conditions or any Specific Conditions shall be effective from the date specified by the Bank.
- 37.3 By continuing to access or operate an Account or use a Service, the Customer shall be deemed to have accepted the Schedule of Charges, General Conditions and Specific Conditions applicable to that Account or Service as in force at the relevant time.

### **38 Termination**

- 38.1 Any Account or Service offered by the Bank under these General Conditions is offered at the Bank's sole and absolute discretion and may be closed or discontinued, in whole or in part, temporarily or permanently at any time, for any reason. The Bank shall give the Customer reasonable notice of any such closure, suspension or termination.
- 38.2 Provided there are no outstanding Liabilities due to the Bank, the Customer may close any Account or request the termination of any Service offered under these General Conditions at any time by giving the Bank prior notice. The precise notice period will differ depending on the Account being closed or the Service being terminated. Unless expressly agreed to the contrary, the Customer must provide the Bank with at least thirty (30) days' prior notice of closure or termination.
- 38.3 Upon termination of a Service, the Bank has the right to:
- (a) require the immediate settlement of all or any part of the Customer's Liabilities that remain outstanding;
  - (b) immediately enforce any collateral or security provided to the Bank and exercise any of its rights in respect of such collateral or security; and/or
  - (c) retain any assets of the Customer in the Bank's possession until the Bank is satisfied that all of the Customer's Liabilities due to the Bank are (or will be) irrevocably and unconditionally discharged,
- in each case, without further notice to the Customer or resorting to any further formal action, whether legal or otherwise.
- 38.4 Upon termination of a Service, the Customer must:
- (a) cancel all payments into and out of any closed Accounts; and
  - (a) return any unused cheques and destroy any Debit Card relating to any closed Accounts.
- 38.5 Termination of any Service shall be without prejudice to any of the Bank's accrued rights prior to the date of termination.
- 38.6 Any provisions relating to or containing disclaimers, limitations on liability, indemnities, disclosure of information, rights of retention and security over any assets, set-off and tax shall survive the termination of these General Conditions.

### **39 Miscellaneous**

- 39.1 The Customer authorises the Bank to engage in all internationally accepted banking practices to provide the Services.

- 39.2 The Customer agrees that the invalidity, illegality or unenforceability of any part of these General Conditions or any Specific Conditions under any law of a particular jurisdiction shall not prejudice or affect:
- (a) the validity, legality or enforceability of any other provisions of these General Conditions or those Specific Conditions; or
  - (b) the validity, legality or enforceability of the General Conditions or those Specific Conditions under the laws of any other jurisdiction.
- 39.3 The Customer agrees that the Bank shall have the right to assign and transfer any of its rights and obligations under these General Conditions or any Specific Conditions to any party without the need to obtain prior consent from the Customer. The Customer has no right to assign any of the Customer's rights and obligations under these General Conditions or any Specific Conditions without the Bank's prior written consent.
- 39.4 Each of the Bank's rights and remedies provided in these General Conditions or any Specific Conditions are cumulative and not exclusive of any rights or remedies provided by law. Nothing in these General Conditions or any Specific Conditions shall operate to remove, exclude or restrict any of the rights or remedies which the Bank may have at law. Any delay or omission on the part of the Bank in exercising or enforcing (whether wholly or in part) any right or remedy available to the Bank shall not be construed as a waiver of such right or remedy. No single or partial exercise of any right or remedy shall prevent any further or other exercise of any other right or remedy.
- 39.5 These General Conditions, any Specific Conditions and the rights created under them, may not be waived except in writing signed by the Customer and the Bank and such waiver is only effective for the purpose for which it is given.
- 39.6 The Customer agrees that the Bank's records (whether in paper, electronic, data or other form) of a communication, report, statement or transaction are conclusive evidence of their contents or the Bank's receipt or non-receipt of them; and any certificate issued, or decision made, by the Bank about a matter or an amount payable in connection with these General Conditions or any Specific Conditions is conclusive and binding.
- 39.7 If there is any dispute in connection with the content of the Bank's records, the Bank's decision is conclusive and binding.

#### **40 Governing Law and Jurisdiction**

- 40.1 These General Conditions, including any non-contractual obligations arising out of or in connection with them, shall be governed by the laws of the United Arab Emirates.
- 40.2 The Bank and the Customer agree to the exclusive jurisdiction of the courts of the United Arab Emirates to settle any dispute arising out of or in connection with these General Conditions, any Account, Service or other transaction or matter between the Bank and the Customer provided that the Bank may bring proceedings in any other jurisdiction (inside or outside the United Arab Emirates) if it deems appropriate.
- 40.3 The Customer irrevocably waives all immunity (whether on the grounds of sovereignty or otherwise) that the Customer or any of the Customer's assets or revenue may otherwise have in any jurisdiction from:
- (a) the service of any process against the Customer or the Customer's assets;
  - (b) any proceedings (whether for an injunction, specific performance, damages or otherwise) that the Bank may bring against the Customer or the Customer's assets;
  - (c) any attachment of the Customer's assets (whether before or after judgment); and
  - (d) any execution of a judgment against the Customer,
- and, in each case, shall ensure that neither the Customer nor any person acting on the Customer's behalf will raise, claim or cause to be pleaded any such immunity at or in respect of any such action or proceeding.



## Glossary

Account:	Any type of account held by the Bank.
Authorised Signatory:	Any person authorised by the Customer (and approved by the Bank) to open and/or operate an Account, request a Service, give instructions or otherwise perform any of the obligations set out in these General Conditions or any Specific Conditions, in each case, on behalf of the Customer.
Business Day:	Any working day in the United Arab Emirates on which the Bank is open for business.
Call Account:	An Account with the characteristics described in Clause 8 ( <i>Call Account</i> ).
Confidential Information:	<p>All information relating to the Customer that is, as a matter of law, custom or contract, confidential in nature provided that notwithstanding anything to the contrary in any other document, any information that:</p> <ul style="list-style-type: none"> <li>(a) is publicly available at the time it is provided or subsequently becomes publicly available other than as a result of a breach of a duty of confidentiality by the Bank;</li> <li>(b) was known to the Bank (without an obligation of confidentiality to the Customer) before its disclosure by the Customer;</li> <li>(c) is independently developed by the Bank without recourse to information disclosed to it by the Customer; or</li> <li>(d) is rightfully obtained on a non-confidential basis from a person other than the Customer, provided that the person is not known by the Bank to be bound by an obligation of confidentiality in relation to that information,</li> </ul> <p>shall not be considered “Confidential Information” for the purposes of these General Conditions and will therefore not be subject to any duty of confidentiality.</p>
Current Account:	An Account with the characteristics described in Clause 7 ( <i>Current Account</i> ).
Debit Card:	Any automated teller machine or debit card, or any other card (excluding credit cards) which the Bank issues to the Customer to facilitate electronic access to the Customer’s Account.
Delegate:	Any agent, adviser, banker, broker, correspondent, dealer, nominee, market professional, contractor, custodian or other third party that the Bank may appoint to provide a Service, or facilitate the provision by the Bank of a Service, to the Customer.
Electronic Banking Services:	Banking services made available over the telephone or a mobile phone, through the Bank’s websites or through mobile banking applications which allow the Customer to access certain Services offered by the Bank through electronic means.
Emirates Movable Collateral Registry:	The Emirates Movable Collateral Registry established pursuant to UAE Federal Law No. (20) of 2016 or any successor.
Ethad Credit Bureau:	Al Ethad Credit Bureau established pursuant to UAE Federal Law No. (6) of 2010 or any successor.
FAB Group:	The Bank, its branches, any subsidiary or other person controlled by the Bank, or any person under common control with the Bank, in each case, whether directly or indirectly and whether inside or outside the United Arab Emirates.
Joint Account:	An Account held jointly in the name of either two or more natural persons or two or more legal persons as further described in Clause 6 ( <i>Joint Account</i> ).

Liabilities:	All present and future indebtedness, liabilities and obligations (including (without limitation) any obligations owed by the Customer in connection with Clause 26 ( <i>Rates, Fees and Costs</i> ) and Clause 36 ( <i>Indemnity and Limitation of Liability</i> )) at any time owed by the Customer to the Bank or any other member of the FAB Group, both actual and contingent and whether incurred solely or jointly or as principal or surety or in any other capacity including all interest and charges incurred thereon.
Request:	Any standard application or request form (in any format and sent or received via any channel acceptable to the Bank) for opening an Account, subscribing to a particular Service or giving an instruction in the form prescribed by the Bank from time to time.
Safe Deposit Box Service:	A service which allows the Customer to rent a safe deposit box in the Bank's vaults for the physical safe-keeping of the Customer's property.
Savings Account:	An Account with the characteristics described in Clause 9 ( <i>Savings Account</i> )
Schedule of Charges:	The Bank's schedule of fees and charges or tariff board for Services as applicable from time to time and made available to the Customer.
Security Code:	Any unique identification number (whether relating to an Account, Debit Card or otherwise) password, security information, biometric data, personal identification number or answer to a designated security question, in each case, whether generated by the Bank or selected by the Customer.
Service:	Any product or other service offered by the Bank to the Customer at any time.
Specific Conditions:	Any terms and conditions governing a specific Service, which are supplemental to these General Conditions, and which may be set out in application forms, account mandates, advertisements, notices, brochures, schedules, master agreements or such other documents that the Bank may specify or otherwise make available to the Customer.
Term Deposit Account:	An Account with the characteristics described in Clause 10 ( <i>Term Deposit Account</i> ).

Unless a contrary indication appears, any reference in these General Conditions or any Specific Conditions to:

- (a) **"assets"** includes present and future properties, revenues and rights of every description;
- (b) the **"Bank"** or the **"Customer"** shall be construed so as to include their respective successors in title (including, without limitation, successors by merger or by operation of law), permitted assigns and permitted transferees;
- (c) a **"communication"** to be made or delivered in connection with a Service shall be construed so as to include an instruction, direction, notice, demand, document or other information to be made or delivered in connection with such a Service;
- (d) the **"Customer"** shall be construed so as to include the Customer's Authorised Signatories and, in circumstances where the relevant Account is a Joint Account, the **"Customer"** shall be construed as a reference to all Joint Account holders;
- (e) a **"document"** is a reference to the same as amended, varied, supplemented, replaced or restated in any manner from time to time, in each case as interpreted by the Bank;
- (f) a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, joint venture, consortium, partnership, sole proprietor or other entity (whether or not having a separate legal personality);
- (g) a **"regulation"** includes any regulation, rule, official directive, requirement or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
- (h) a provision of **"law"** is a reference to any applicable local or foreign law, regulation, ordinance, decree or treaty as amended or re-enacted;
- (i) the Bank being required to make a decision or determination, take any action, express an opinion, satisfy itself, or exercise a right or remedy shall be a reference to any such action being taken by the Bank in its sole and absolute discretion; and
- (j) a time of day is a reference to Abu Dhabi time.