

TERMS AND CONDITIONS

- ▶ Corporate & Investment Banking Group
 - General Terms
 - Terms and Conditions for Types of Deposit Accounts
 - Glossary

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PART 1 GENERAL TERMS

1. Introduction

- 1.1 These Terms and Conditions govern your corporate banking relationship and interaction with the Bank and shall continue to apply throughout your relationship with the Bank.
- 1.2 Unless stated otherwise, this Part 1 and the applicable definitions set out in the Glossary apply to each ADCB Offering.
- 1.3 The remaining Parts of these Terms and Conditions are only relevant to the ADCB Offering to which such Part relates and are only relevant to you where we have agreed to provide such ADCB Offering.
- 1.4 In addition to these Terms and Conditions, an ADCB Offering may also be subject to supplemental terms and conditions relating to that ADCB Offering (such as any Specific Features). Such supplemental terms and conditions may be issued by the Bank or may be issued by a third party. Such supplemental terms and conditions shall be disclosed and/or available on, or through, the Website or on such other forum as prescribed by the Bank from time to time. References to "Terms and Conditions" contained herein shall, where applicable, be deemed to include any Specific Features and any supplemental terms and conditions.
- 1.5 In the event of any conflict or inconsistency between this Part 1 and the terms of a specific ADCB Offering (such as any provisions in the remaining Parts relating to that ADCB Offering or any Specific Features or supplemental terms and conditions applicable to that ADCB Offering), the latter shall prevail.
- 1.6 The Bank may decide to issue a version of these Terms and Conditions in Arabic. In the event of any conflict or inconsistency between the Arabic and the English text, the Arabic text shall prevail. However, if a dispute between you and the Bank is heard in a court or any other dispute resolution forum where the language of the proceedings is not Arabic, then the English version of these Terms and Conditions shall prevail.
- 1.7 By taking any step prescribed by the Bank from time to time which amounts to an acceptance (including completion of any Form, use of any ADCB Offering and/or effecting of any Account activities), you confirm that you have read, understood, accepted and agreed to be bound by these Terms and Conditions.
- 1.8 You agree that any electronic or other method of acceptance of these Terms and Conditions prescribed by the Bank from time to time shall constitute your acceptance of and agreement to be bound by these Terms and Conditions and any applicable Specific Features as if you had accepted and agreed to be bound by them in writing.
- 1.9 These Terms and Conditions, and any further contractual documentation the Bank may issue to you from time to time, constitute the entire agreement between you and the Bank and supersede and extinguish all previous agreements, promises, assurances, representations, warranties, and understandings between you and the Bank, whether written or oral, relating to their subject matter.
- 1.10 You agree that you shall not have any remedy in respect of any statement, assurance, representation or warranty (whether made innocently or negligently) that is not set out in these Terms and Conditions, or in any further contractual documentation the Bank may issue to you from time to time. You agree that you shall not have a claim for innocent or negligent misrepresentation based on any statement in these Terms and Conditions or any other documentation supplied by the Bank.

2. Customer On-Boarding and Information Requirements

2.1 To open an Account and transact with the Bank, you must prove your identity, address and financial standing by providing such information as the Bank may prescribe and in a form and substance that is acceptable to the Bank. Such information may include:

- your Address
- copies of your Establishment Documents, , business licences and permits (including such corporate authorisations and other information and documents as may be requested by the Bank);
- the names, signatures and titles of persons who shall have authority to operate the Account and transact on your behalf (as well as any identification or other documentation for such persons as may be required by the Bank);
- Legal Entity Identifier (if any).
- a description of the purpose for which the Account shall be used;
- information and/or documentation to establish the identities of your ultimate beneficial owners, including their respective tax identification numbers, date/place of birth, residence and/or citizenship and the source of funds and wealth;
- any tax information and certifications or other information and documents in connection with any Tax Obligation requested by the Bank; and
- all such information as may be required by the Bank in order to conduct its “know your customer”, anti- money laundering, counter-terrorism financing and Sanctions procedures.

2.2 You must inform the Bank if your Account is being opened and held on behalf of any third party beneficiaries, whether in a fiduciary or any other capacity. You must also provide the Bank with any information and documents requested by the Bank to enable the Bank to establish the identities of the ultimate beneficiaries of that Account. You acknowledge that any such third party beneficiary arrangements are between you and the third party beneficiaries; as such, you shall indemnify and hold harmless the Bank and its Affiliates from and against any Liability arising as a result of you holding an Account on behalf of any such third party beneficiaries and, for the purposes of account operation, the Bank shall be under no obligation to ensure, or have any responsibility or Liability for ensuring, that the Account is operated in accordance with the terms of any such arrangement between you and any such third party.

2.3 You agree that (notwithstanding any other provision in these Terms and Conditions) if you do not provide the Bank with information and documentation that the Bank requests, or you provide inaccurate, incomplete or misleading information and/or documentation, the Bank may:

- Withhold a proportion of the Available Balance (including any interest, profit, commission or charge), as required by any governmental authority or under any applicable Tax Obligations;
- suspend, freeze, block, or put a hold on your Account in accordance with Clause 16;
- close your Account in accordance with Clause 18; and/or
- transfer your Account and/or banking facilities to an Affiliate of the Bank.

2.4 You must advise the Bank immediately of any changes (including expiration) in your Address, domicile (including tax residence), Establishment Documents and any other information and/or documentation that you have provided to the Bank, and furnish the Bank with any such updated information. Such Communications shall be received by the Bank in accordance with Clause 3.

3. Notices

3.1 Your Communications with the Bank

- The Bank may, from time to time, require you to send Communications in a specific form or by a specific method (including in writing, email, SWIFT, and Electronic Instruction), for any reason the Bank considers appropriate. Communications shall only be deemed to be validly given or served by you when received by the Bank.
- You understand that the Bank shall be entitled to rely upon, and may process, any Communication that the Bank believes in good faith to have been issued by you or on your behalf and that the Bank shall not be obliged to seek confirmation of the authenticity of the Communication.
- The Bank shall only act upon any Communication that is required to be made by you in writing where it is duly signed by you or your Authorised Signatory as per the specimen signature in the Records.

3.2 Electronic Communications

- The Bank may refuse to act upon a Communication received from you by email, SWIFT or Electronic Instruction, until it has received the original written Communication duly signed by you (or your Authorised Signatory) as per the specimen signature in the Records. The Bank may also require you to provide originals of all applications and other documents that are, in the sole opinion of the Bank, required or necessary for the transactions that are to be initiated by such Communication. If this is required:
 - (A) such documents must be delivered to the Bank immediately after the execution of such transactions in such form as the Bank may require; and
 - (B) failure to deliver such original documents shall not affect your responsibility in connection with such Communications or transactions, but may entitle the Bank to cancel, void or not initiate the transaction or not acknowledge receipt of or act on the Communication.
- If the Bank attempts to contact you at your Address for verification purposes, but is unable to confirm and/or verify the authenticity of your Communication, the Bank may elect not to process it.

3.3 Delay or refusal to process Communications

- The Bank may delay or refuse to process any Communication:
 - (A) if the Bank believes that it is not accurate or authentic;
 - (B) if the Bank could or would be in breach of any Applicable Laws, its internal policies or any other duty by processing it;
 - (C) if a transaction executed based on your Communication would breach any restrictions imposed by or on the Bank from time to time (such as any applicable maximum or minimum daily limits);
 - (D) if the Bank suspects a breach of security or fraudulent activity; and/or
 - (E) for any other valid reason.

3.4 Communications from the Bank to you

- The Bank may send Communications with respect to these Terms and Conditions and/or any ADCB Offering to your Address, through any method of communication it deems appropriate, including hand delivery, email, SMS, telephone, SWIFT, or posting notices on the Website.

You shall bear all risk of any Liability in connection with the delivery of Communications.

- Unless the Bank expressly agrees otherwise in writing, any Communication is deemed to be validly given to you:
 - (A) where it has been sent by post to your Address, on the fourth Business Day after the day of sending;
 - (B) where it has been sent by courier to your Address, on the day upon which the courier company confirms delivery;
 - (C) where it has been sent by way of hand delivery to your Address, on the day it has been left at your Address (if a Business Day) or the next Business Day (if it has been left at your Address on a day which is not a Business Day);
 - (D) where posted on the Website, on the day upon which such posting comes online; and/or
 - (E) where it has been sent by email, SMS, telephone, to your Address, on the day of sending.
- In the event that a Communication is delivered by, or on behalf of, the Bank to you that requires you to sign for or otherwise confirm/accept delivery thereof, you undertake to follow the acceptance instructions provided by the deliverer of the Communication (for example, signing an acceptance form and providing proof of identification). You agree that any Digital Confirmation provided by you shall:
 - (A) be as valid as if it had been provided in writing; and
 - (B) constitute an acceptance for the purposes of these Terms and Conditions. In addition, you hereby consent to the deliverer of the Communication passing any such Digital Confirmation to the Bank.

3.5 Communications lost or not received

- If you suspect that any Communications have been lost or stolen or you suspect that someone unauthorised has tried to access or use them, you must immediately notify the Bank.
- You shall indemnify and hold harmless the Bank and its Affiliates from and against any Liability incurred prior to your notification of any loss, theft, or unauthorised use of Communications from the Bank.
- The Bank may re-issue any lost or non-received Communications to you provided that you pay the Bank upon its request for the cost of such re-issuance.
- If subsequently found, you must return any Communications previously believed to be lost to the Bank for cancellation.
- The Bank may, from time to time, send you Communications relating to the promotion of an ADCB Offering (whether existing or new). You hereby consent to the Bank sending such Communications to you.

3.6 Communications by Telephone, Mobile and Internet

- While the Bank shall take all reasonably practicable steps to ensure that your transactions are secure and all Communications between you and the Bank are private and confidential, you agree that giving Communications by telephone, mobile or internet (whether via email or otherwise) is not a completely reliable, secure and confidential means of communication. If you choose to communicate and/or receive Communications through such means, it is entirely at your own risk.

4. Changes to These Terms and Conditions

- 4.1 To the extent permitted by Applicable Laws, the Bank may change, replace, supplement or delete any of these Terms and Conditions (including changing any interest rates (such as any Prevailing Rate), Charges, and any features of the ADCB Offerings) at any time. If there are any changes to these Terms and Conditions, the Bank shall give you notice of such changes through any means of Communication deemed appropriate by the Bank and in accordance with Applicable Laws.
- 4.2 Retention or use of any ADCB Offering after the effective date of such changes shall be deemed to constitute your acceptance of such changes without reservation.
- 4.3 If you object to any changes to these Terms and Conditions, the Bank shall have the right to terminate its relationship with you.
- 4.4 For the avoidance of doubt, the rebranding or renaming by the Bank of any ADCB Offering shall not be construed as a change to these Terms and Conditions. The Bank shall have the right to change the branding or name of any ADCB Offering at any time without any obligation to notify you.

5. Security Measures

- 5.1 Except as otherwise set out in these Terms and Conditions, all Confidential Information is confidential between you and the Bank. If you disclose any Confidential Information to any third party, you do so at your sole risk and responsibility.
- 5.2 You must ensure that no unauthorised party shall have access to your Banking Items or Confidential Information. You must take all necessary care to prevent any unauthorised use of, or access to, such information or items and comply with any security requirements prescribed by the Bank from time to time (including any additional security requirements in respect of specific ADCB Offerings).
- 5.3 If you become aware or suspect that any of your Banking Items or Confidential Information have been lost, stolen or disclosed to a third party, or you become aware of any unauthorised use of or access to your ADCB Offerings, you must immediately notify the Bank and follow any instructions given to you by the Bank.
- 5.4 Unless and until you notify the Bank of the loss, theft or disclosure of your Banking Items or Confidential Information or any unauthorised use or access in accordance with Clause 5.3, the Bank shall not be responsible for any unauthorised use of, or access to, your ADCB Offerings and you shall indemnify and hold harmless the Bank and its Affiliates from and against any Liability arising out of such unauthorised use or access.

6. Records and Evidence

- 6.1 You consent to the recording of Communications (including emails and telephone conversations) between you (including any of your Affiliates) and the Bank (including any of its Affiliates and any other entity). You also consent to the Bank retaining all Communications sent to the Bank by you or on your behalf in any medium. If relevant, you agree to obtain any necessary consents from (and give any necessary notice of these recordings and retention to) your Affiliates. You also agree that, to the extent permitted by Applicable Laws, these recordings, all other Communications (including copies, printouts or electronic versions of email, SMS and other electronic transmissions and data) and any of the Records may be submitted as evidence in any dispute, including in a court of law or any other

arbitral or other legal proceedings, between you and the Bank or its Affiliates.

- 6.2 The Bank may, throughout the term of your use of any ADCB Offering and any time thereafter, retain the Records electronically or by such other methods of storage as may be convenient to the Bank. You agree that printouts or copies of all such documents shall constitute properly executed legal instruments and shall constitute conclusive evidence of the genuineness of the contents thereof.
- 6.3 The Records shall be conclusive and binding evidence of any transactions, liabilities, Communications and instructions between you and the Bank (including where any service is provided by the Bank in coordination with a third party), irrespective of whether the instructions were given verbally, in writing or electronically and, as such, any certificate or any other statement issued by the Bank shall be final and conclusive evidence of the same, subject to any right granted to you under these terms and conditions or our Privacy Policy to dispute the accuracy of any such information.
- 6.4 You hereby waive any right which may entitle you to apply for the auditing or production of the Records, other than as provided for in our Privacy Policy or in order to comply with an order of a court or other relevant authority with jurisdiction over the Bank.
- 6.5 The Bank shall take reasonable care to maintain the Records. However, you agree that the Records are maintained solely for the benefit of the Bank and its Affiliates and that (other than as set out in our Privacy Policy) you have no rights, proprietary or otherwise, in relation to the Records.
- 6.6 The Bank may retain your Records for at least ten (10) years, or any period under the applicable laws or regulations, from the date of the Account termination or termination of these Terms and Conditions.

7. Disclosure of Information

- 7.1 The Bank will need to use details regarding you, your Account Information and/or your use of any ADCB Offerings (including where applicable, information in relation to your beneficial owners) for different reasons. This includes sharing your information with our trusted third parties. You can find out all about the information we keep and how we can use it in our Privacy Policy.
- 7.2 The Bank may at any time make enquiries about you and request any information relating to you that the Bank considers appropriate from any financial institution, credit bureau or reference agency (including the Saudi Credit Bureau (SIMAH) or Bayan Credit Bureau) or any other source that the Bank considers necessary, to assess your ability to meet your commitments. You authorise the Bank (and its Affiliates acting on its behalf) to make such enquiries and obtain such information and to register (and periodically update registration of) your credit information with any licensed credit bureau.

8. Tax Compliance

- 8.1 As part of its compliance with any Tax Obligations, the Bank and/or its Affiliates may be required to deduct or withhold tax on payments for or to account for a Tax Obligation, including US source income, as well as gross proceeds from the sale of securities that generate US source income.
- 8.2 You agree that you shall promptly notify the Bank of any change in rate, basis or classification relating to a Tax Obligation, including if you subsequently become subject to any changes in your FATCA status or classification.
- 8.3 You agree to provide to the Bank any documentation, forms and other information relating to your status under FATCA or any other information required under any Applicable Laws that the Bank may request from time to time.

- 8.4 For the avoidance of doubt, the Bank is entitled to make payments to you subject to any withholding or deduction required pursuant to a Tax Obligation.
- 8.5 No additional amount shall be payable to you or held for you, by the Bank or its Affiliates, to compensate for such withholdings or deductions made in compliance with any applicable Tax Obligation.
- 8.6 For the avoidance of doubt, you agree that neither the Bank nor any of its Affiliates has given you any tax or other legal advice, and you are solely responsible for taking tax and legal advice in connection with any ADCB Offering and understanding the tax consequences of using an ADCB Offering.

9. Sanctions Compliance

- 9.1 You represent, warrant and undertake that:
- 9.1.1 the monies and assets placed into any of your Accounts with the Bank have not been and shall not at any time be derived, directly or indirectly, from or be related to:
 - 9.1.1.1 any unlawful activities (including money laundering or terrorist financing); or
 - 9.1.1.2 any business or transactions with a Restricted Person;
 - 9.1.2 none of your or any of your Affiliates' assets is blocked or designated under or is otherwise the subject of any Sanctions;
 - 9.1.3 neither you nor any of your Affiliates:
 - 9.1.3.1 is located or domiciled or will be located or domiciled in a Prohibited Country;
 - 9.1.3.2 is a Restricted Person or is engaging in or has engaged in or will engage in any transaction or conduct that could result in you or any of your Affiliates becoming a Restricted Person;
 - 9.1.3.3 is or ever has been subject to any claim, proceeding, formal notice or investigation with respect to Sanctions; or
 - 9.1.3.4 is engaging or has engaged or will engage in any transaction or conduct that evades or avoids, or has the purpose of evading or avoiding, or breaches or attempts to breach or causes the Bank to breach, directly or indirectly, any Sanctions.
- 9.2 You shall not use:
- 9.2.1 any of the ADCB Offerings;
 - 9.2.2 any funds or assets resulting or derived from or related to your relationship with the Bank or its Affiliates (including funds held on your behalf and funds lent, made available or otherwise transferred to you by the Bank or its Affiliates); or
 - 9.2.3 any of your other funds or assets, for any transaction, either directly or indirectly, with any person or entity located or domiciled in a Prohibited Country or with any Restricted Person.
- 9.3 The Bank shall be under no obligation to undertake any action and/or provide any services to you, or on your behalf, if such action and/or services are contrary to any Sanctions and/or any internal policies of the Bank (and, for these purposes, no account shall be taken as to whether such Sanctions are applicable to the Bank).
- 9.4 You shall notify the Bank promptly upon becoming aware (and provide full details), if you or any of your Affiliates:
- 9.4.1 becomes, or is reasonably likely to become, a Restricted Person;
 - 9.4.2 has any dealings with any Restricted Person; or

9.4.3 is subject to, involved in or threatened with any complaint, claim, proceeding, formal notice, investigation or other action by any regulatory or enforcement authority or third party concerning any Sanctions.

9.5 The Bank may voluntarily comply with any Applicable Laws and may interpret Applicable Laws to take any measure whatsoever to comply therewith.

9.6 If you request the Bank to make a payment to an account held with a financial institution which does not participate or comply (or which the Bank cannot verify that it participates or complies) with Applicable Laws, the Bank may be required, and you authorise the Bank, to withhold all of part of that payment.

10. Charges

10.1 The Bank shall have the right to levy such Charges in relation to any ADCB Offering (including in respect of any particular services, actions, events, processes or circumstances forming part of an ADCB Offering and including interest, profit, transaction fees, and processing fees) as prescribed by the Bank from time to time. The Bank may deduct any Charges due from you, without first giving notice to you, from any funds or assets standing to the credit of any of your Accounts and may, in relation to any Funds Transfer, deduct any Charges and correspondent and other routing charges from your Accounts and/or from any amount transferred.

10.2 If you do not have sufficient funds in your Account to pay any Charges, the Bank retains the right to suspend any ADCB Offering.

10.3 The Bank may, by providing at least (30) thirty day prior notice, vary or add to its Charges and you agree that all such variations and additions shall be binding on you.

10.4 Any Charges levied by the Bank shall be in line with the guidelines set by the Saudi Central Bank. Unless expressly specified or agreed otherwise by the Bank, all amounts (including any Charges) stated as being due from you to the Bank under these Terms and Conditions are exclusive of VAT properly chargeable.

10.5 Unless expressly specified or agreed otherwise by the Bank, where the Bank makes a taxable supply or deemed supply of goods or services to you, the payment or other consideration for that supply shall be exclusive of all VAT properly chargeable and you shall pay the VAT in addition to and at the same time as the payment or other consideration, or if earlier when the supply is made, and the Bank shall provide a valid VAT invoice or other documentary evidence in the form prescribed by the laws and regulations applicable to VAT.

10.6 Where the law requires you to account for the VAT under the reverse charge mechanism or otherwise to the relevant tax authority, and the Bank is not liable to account for VAT on the supply to you, for example on a supply of goods and services which involves more than one jurisdiction, you will provide your relevant non-KSA VAT identification number to the Bank and will account for all VAT due in the relevant jurisdiction, and no VAT will be due to the Bank in addition to the consideration.

10.7 Where you have agreed to pay, repay or reimburse the costs, fees, charges or expenses of the Bank in connection with services provided by the Bank to you under these Terms and Conditions, other than where it gives rise to a taxable supply by the Bank, you shall also reimburse the Bank for any part of such cost, fee, charge or expense (or proportion of it) which represents VAT, save to the extent that the Bank notifies you that it is satisfied that it will be entitled to credit or repayment in respect of such VAT from the relevant tax authority.

10.8 Where, pursuant to these Terms and Conditions, you are rendering taxable supplies to the Bank on

which you are obliged to account for VAT, the consideration for such supplies shall be deemed inclusive of any VAT chargeable.

- 10.9 Where these Terms and Conditions allow for suspension or termination where you fail to pay or delay in paying what is due to the Bank, this shall include failure to pay or delay in paying the VAT in addition to the consideration when due in accordance with these Terms and Conditions.
- 10.10 Where the consideration for any taxable supply of goods or services is subsequently adjusted including (without limitation) on a termination of any product or service provided under these Terms and Conditions, the parties will make all appropriate adjustments to the VAT including the repayment of VAT, the further payment of VAT and the issue of any credit note or further VAT invoice valid for VAT purposes.
- 10.11 If the Bank is uncertain about the VAT implications of any supplies of goods or services pursuant to these Terms and Conditions or the relevant tax authority determines that the parties' treatment of VAT on such supplies is incorrect in any respect, the parties shall use all reasonable endeavours to cooperate and reach agreement with each other and with the tax authority, keeping each other fully informed, and make all appropriate adjustments.
- 10.12 You will promptly provide the Bank with all information it requires or requests to comply with its VAT obligations arising from these Terms and Conditions.
- 10.13 You shall not have any recourse to the Bank in any way whatsoever for any error or failure by the Bank in relation to VAT, including without limit:
- 10.13.1 where the Bank is subject to a VAT ruling(s), determination, announcement or generally accepted practice in connection with any taxable supplies made under these Terms and Conditions.
 - 10.13.2 where the Bank has assumed that it can recover input VAT and (for whatever reason) and this assumption is subsequently held to be incorrect or invalid; and/or
 - 10.13.3 where the Bank's treatment of VAT in respect of any claim for payment made in respect of any taxable supplies made under these Terms and Conditions is subsequently held to be incorrect or invalid.

11. Rights of the Bank

Creation of Pledge

- 11.1 You hereby unconditionally grant a first priority pledge in favour of the Bank over your Accounts, the proceeds of those Accounts and all assets and investments held or maintained therein as security for the irrevocable and unconditional payment, performance and discharge of any Liability that you may have in favour of the Bank. You agree that the value, type, and quantity of assets and/or investments held or maintained in your Accounts may fluctuate from time to time and that this shall not affect the validity or enforceability of this pledge over all such Accounts, assets and/or investments.
- 11.2 You agree that:
- 11.2.1 the pledge created by this Clause 11 shall apply to all assets and investments held or maintained in your Accounts at any given point in time; and
 - 11.2.2 the description of the assets and investments held or maintained in your Accounts is of sufficient certainty to cover such assets and investments whether now existing or in the future.

- 11.3 You hereby unconditionally agree that you shall, upon the Bank's written request, provide and execute any and all documents and do all things necessary to register, record, perfect, and/or enforce the pledge granted pursuant to Clause 11.1 over your Accounts and all assets held or maintained therein. This shall include the execution of any power of attorney requested by the Bank, the execution of a separate pledge agreement if deemed necessary by the Bank and the execution, completion, registration, apostillation and notarisation of any documents or forms required for the registration, recording, perfection or enforcement of this pledge in any jurisdiction.
- 11.4 You hereby irrevocably appoint the Bank to be your attorney to complete, execute and deliver all documents and to take any actions to perfect all security granted by you in favour of the Bank pursuant to this Clause 11. You hereby ratify and confirm all actions taken by the Bank pursuant to this Clause 11.4.

Right of Set-off

- 11.5 You agree that, at any time, the Bank shall have the right to set off any amount owed to you by the Bank or its Affiliates and/or held in any of your Accounts with the Bank against any Liability (whether or not matured) or other amount owed by you or your Affiliates to the Bank or its Affiliates. This may be done without notice to or demand on you and whether or not an event of default has occurred.
- 11.6 In addition to any general right of set-off of the Bank, you agree that the Bank may at any time and without notice, combine or consolidate all or any Accounts with the Bank of whatsoever description, whether held singly or jointly with others (to the extent of your proportionate share in such an Account), and wherever located and whether denominated in SAR or in any other currency, and may set off or transfer any sum standing to the credit of one or more of the Accounts or any other asset in the Bank's custody or control in or towards discharge of any sums due to the Bank or its Affiliates from you or your Affiliates, whether such liabilities be actual or contingent, several or joint, and you hereby authorise the Bank to convert any sum at the Exchange Rate for the purposes of this Clause.
- 11.7 The combinations, consolidation, set-off and transfers referred to may be made on one or more occasions. Any exercise of its rights under these provisions shall not prejudice any Security held by the Bank or its Affiliates.
- 11.8 You agree that you shall not pledge, assign or otherwise encumber by way of Security your Accounts or any amounts deposited therein to any third party including any other bank, unless with the prior written consent of the Bank.
- 11.9 It is agreed that in the event of default in meeting any Liability to the Bank or its Affiliates or if any legal proceedings are initiated against you, all credit balances maintained in Accounts held in your name or your Affiliates' names may immediately be applied towards satisfying any Liability owed by you or your Affiliates to the Bank or its Affiliates. No other party shall have any right against any such balances until all Liabilities (whether actual or contingent, primary or collateral, several or joint) owed by you or your Affiliates to the Bank or its Affiliates have been fully satisfied.

Right to Restrict Availability and Access for Upgrades and Maintenance

- 11.10 Whilst the Bank and its Affiliates will use reasonable efforts to ensure the availability of and access to ADCB Offerings including ADCB branches and any other service or offering provided by or through ADCB (the "Products and Services") in accordance with these Terms and Conditions, availability and access to one or more of the Products and Services may be delayed, restricted or limited from time to time, without the need for further consent or approval from you or notification to you, in order

for ADCB to carry out any planned or unplanned and regular or one-off upgrades, maintenance or repairs of the Bank's premises, banking systems or Website or which may occur as a result of a delay or disruption to any service or system used by ADCB in providing or processing the Products and Services (a "Service Disruption"). To the fullest extent permitted under Applicable Laws, the Bank and its Affiliates shall not be responsible for, and you shall indemnify and hold harmless the Bank and its Affiliates from and against, any Liability arising directly or indirectly out of any Service Disruption.

12. Foreign Currency Accounts

12.1 You agree that there are risks associated with Accounts denominated in foreign currencies. Accordingly, it is agreed that you are solely responsible for all such risks and any costs and expenses whatsoever arising (including those arising from any restrictions under Applicable Laws (such as exchange controls) and exchange rate fluctuations) in respect of any such Accounts, and associated with transactions involving any currencies other than SAR.

13. Foreign Currency Transactions

13.1 If the Bank receives a payment to your Account in a currency different to the currency of the Account, such amount shall be converted into the currency of the Account.

13.2 If you make a payment in a currency different to the currency of the Account, you can request that the Bank converts the amount before it is sent from your Account.

13.3 Conversion from one currency to another shall be at the Exchange Rate applicable on the date of the transaction and subject to the relevant currency being available to complete the conversion.

13.4 If a Funds Transfer is between two different currencies and a transfer request is received after the Bank's cut-off time for conversion into the currency in which the transfer is being made, then the Bank may debit the Funds Transfer amount on the next Business Day at the Exchange Rate applied on that next Business Day.

13.5 When receiving funds into your Account:

13.5.1 there may be a difference between the Exchange Rate which applies when a currency is sent and that which applies when the currency is received by the Bank, even within the same day; and

13.5.2 payments in relation to currencies whose currency centres are closed shall be processed on the next business day of the relevant currency centre and no interest or profit shall accrue on the expected payment during such delay.

13.6 If you wish to request an alternative or fixed exchange rate from the Bank, you must give the Bank sufficient notice in advance of the transaction, and such rate shall be offered at the Bank's sole discretion.

13.7 Withdrawals in a currency other than the currency of the relevant Account are subject to the relevant currency being available when the withdrawal is requested.

13.8 Deposits to or withdrawals from an Account which are made in a currency other than the currency of the Account shall be subject to such Charges as are prescribed by the Bank from time to time.

14. Delegation of Authority to Operate an Account or Deal with the Bank on your Behalf

- 14.1 You may appoint one or more persons to deal with the Bank on your behalf by completing the Bank's signature form for each Authorised Signatory, setting out his name and specimen signature. You must also promptly notify the Bank of any changes made from time to time to the list of your Authorised Signatories.
- 14.2 The Bank is entitled to rely on the list of Authorised Signatories on record with the Bank and on any instruction given by a person included in that list.
- 14.3 For the avoidance of doubt, a notice or information given by or to any of your Authorised Signatories shall be considered to have been given by or to you, as appropriate.
- 14.4 If you change the specimen signature of an Authorised Signatory, you shall be responsible for replacing, removing or destroying all instructions, mandates, cheques, and any other relevant documents bearing that Authorised Signatory's signature. The Bank shall not be responsible for, and you shall indemnify and hold harmless the Bank and its Affiliates from and against, any Liability incurred by the Bank in accepting, completing or clearing any such instructions, mandates, cheques and other relevant documents, which the Bank receives after the change of signature.
- 14.5 The Bank shall be entitled to deal and transact with your Attorneys in relation to your ADCB Offerings and these Terms and Conditions, even if your Attorneys are not Authorised Signatories. The Bank shall have no obligation to verify whether any of your Attorneys has been validly appointed (such as by reviewing any power of attorney appointing such Attorney) or is acting within the scope of any authority delegated to him. You shall remain responsible for the acts and omissions of your Attorneys as if they were your own, irrespective of whether such acts and omissions were within the scope of the Attorney's authority. The Bank may suspend the powers of your Attorney upon the expiration of their ID.
- 14.6 You shall ensure that in using any ADCB Offering or otherwise dealing with the Bank or its Affiliates, you shall comply (and shall procure that all of your Affiliates comply) with these Terms and Conditions. The Bank shall not be responsible for, and you shall indemnify and hold harmless the Bank and its Affiliates from and against, any Liability arising out of any act or omission by you and/or by any of your Affiliates when using or accessing (or attempting to use or access) an ADCB Offering.
- 14.7 The Bank may permit any person appearing to the Bank to be your representative to collect documents on your behalf. The Bank shall not be responsible for any Liability arising out of or in connection with allowing your representative (or person appearing to be your representative) to collect documents from the Bank.
- 14.8 For the purposes of the ADCB Offering and ensuring compliance with the Applicable Laws, you agree that the Bank may choose at its own discretion, to obtain updated identity document information from the National Information Center or other reliable and independent entities.

15. Statement of Account

- 15.1 The Bank may provide you with Paper Statements unless:
- 15.1.1 you have requested and the Bank has agreed to send you only E-Statements; or
- 15.1.2 you are an SME (although you may request to opt out of E-Statements, in which case you shall only be provided Paper Statements).
- 15.2 The Bank shall be deemed to have delivered a Statement of Account to you upon your receipt of it. If you do not receive your Statement of Account, it is your responsibility to request one from the Bank within thirty days from the date on which it would normally have been sent to you.
- 15.3 You shall continue to be liable to the Bank with regard to your obligations irrespective of the receipt or

non-receipt of your Statement of Account.

- 15.4 If you disagree with any entry appearing in the Statement of Account, you must notify the Bank within fourteen days from the date of the Statement of Account, failing which you shall be deemed to have agreed to the correctness of all the entries in the Statement of Account and you shall not have the right to dispute any entry.
- 15.5 If the Bank agrees that there has been an error, the Bank shall take steps to correct it. The Bank may require you to provide further information or documents in order to conduct an investigation into any alleged error. You agree to comply with any such requirements.
- 15.6 E-Statements
 - 15.6.1 Where applicable, an E-Statement shall be sent to your email address at the frequency prescribed by the Bank. You may also view your E-Statement through the use of such other ADCB Offerings as the Bank may introduce from time to time.
 - 15.6.2 The Bank may restrict or terminate your use of the E-Statement service. If this happens, the Bank shall notify you and provide you with Paper Statements.

16. Suspension, Freezing, Blocking, and Putting On Hold of an Account

- 16.1 Where the Bank deems it necessary for the protection of its interests or to comply with Applicable Laws or its internal policies (including if you or any of your Affiliates becomes subject to Sanctions, upon expiration of any of your authorisations/licenses to practice your respective activities and/or upon your failure to update your know-your-customer information, financial data or address details or in the event of any action or proceeding referred to in Clause 20.11 being taken against you or any of your Affiliates), the Bank may at any time suspend or freeze your Account, block your transactions and/or put a hold on your Account. For the avoidance of doubt, the Bank shall also have the right to freeze and suspend the powers of your authorised signatories to operate your Account, upon expiration of their respective identification documents and until the Bank receives evidence of their renewal.
- 16.2 If your Account is suspended, frozen, blocked or put on hold in accordance with Clause 16.1 above, the Bank may also suspend your access to any ADCB Offering.
- 16.3 Unless otherwise permitted by Applicable Laws, the Bank may notify you before taking any action to freeze your Account at least (30) days in advance

17. Dormant Accounts

- 17.1 The Account shall be considered to be active if no more than 24 calendar months have elapsed from the date of the last debit transaction done by you or your authorised agent through any authenticated bank channel.
- 17.2 The Account shall be considered to be dormant if it completes more than 24 calendar months from the date of last recorded debit transaction carried out by you or your authorised agent through any authenticated bank channel.
- 17.3 The Account shall be considered to be unclaimed if it completes five years (60 months), including the dormant phase, from the date of the last recorded debit transaction or reliable and documented correspondence, and the Bank becomes unable to reach you after using all methods of contact.
- 17.4 The Account shall be considered to be abandoned after completing the periods specified in this paragraph from the date of classifying the accounts as unclaimed, and the Bank becomes unable to reach the customer after observing the account movements and the Customer's other transactions

with the Bank and after using all methods of contact according to Applicable Laws. The relevant periods are as follows:

- Unclaimed for a period of ten years (total of 15 years as of the last transaction) for current accounts, saving accounts and investment deposits;
- Unclaimed for a period of five years (total of ten years as of the last transaction) for bank transfers, safe deposit boxes, retained earnings, unpaid amounts and profits due to the Customer on their investments, shares; bonds and title deeds of properties pledged against banking facilities that are fully paid by their owners, but they do not contact the Bank to regain their ownership, amounts held against letters of guarantee and letters of credit as of their expiry date, leasing finance settlement accounts, prepaid services accounts, and other amounts due to the Customer and the accruals related thereof.

17.5 While your Account is dormant, unclaimed or abandoned, the Bank shall have the right to deal with any amounts standing to the credit of your Account in any way permitted under Applicable Laws or these Terms and Conditions.

17.6 If you wish to re-activate your Account, you must contact the Bank and follow any procedures required by the Bank to re-activate the Account.

18. Account Closure and Termination

18.1 The Bank may close your Account and/or terminate your use of or access to all or any of the ADCB Offerings (including any specific part or parts of any particular ADCB Offering) without assigning any reasons for such closure or termination. Such action may be taken in situations including:

18.1.1 where problems related to the verification of the banking relationship occur after opening the Account;

18.1.2 where the Customer misuses the banking relationship or where the Bank suspects that a transaction sought to be performed on the Account may be found to be against Applicable Laws (including Applicable Laws pertaining to Anti-Money Laundering and Combating the Financing of Terrorism);

18.1.3 where you are subject to any event set out in Clause 20.11;

18.1.4 where an Account has been opened whilst you are 'under formation', and the Account has not been regularised within ninety days of the date of account opening;

18.1.5 If no amount is deposited in the Account within a period of (90) ninety days;

18.1.6 where the Account has remained inactive or with (0) zero balance for (4) four consecutive years, to the extent there are no outstanding financial liabilities associated with such Account ;

18.2 The Bank shall notify you before taking action under Clause 18.1 in accordance with Applicable Laws.

18.3 You may request closure of your Account by using the relevant Form.

18.4 There may be additional steps that you have to take in order to close your Account, as may be prescribed by the Bank from time to time.

18.5 Where you wish to close your Account, before your Account is closed:

18.5.1 if the Bank makes any payments pursuant to any other payment methods authorised by you, you

must immediately upon demand reimburse such amounts to the Bank, including any Charges relating to such payments;

18.5.2 you must cancel any payments into and out of your Account. If anyone attempts to make a payment into your Account after it has been closed, the Bank shall take reasonable steps to return the payment to that person; and

18.5.3 you must comply with any instructions given to you by the Bank for closure of other Accounts and ADCB Offerings.

18.6 The Bank may decline your request to close an Account if there are outstanding financial liabilities associated with such Account, such as letters of guarantee, letters of credit and discounted bills with financial significance and effects that necessitate the continuation of the Account.

18.7 Once all of your obligations towards the Bank have been satisfied in full (as determined by the Bank), the Bank shall pay any remaining balance in your Account to you, after deducting any applicable Charges. You must inform the Bank of how you wish the remaining balance to be paid to you. This can be paid to you:

18.7.1 by way of a cashier's order/draft sent to your Address;

18.7.2 by transfer to another active Account that you hold with the Bank; or

18.7.3 by transfer to another active account in your sole name at another bank, provided such transfer would not be in breach of Applicable Laws or the Bank's internal policies.

18.8 If the Bank is unable to contact you and/or you do not otherwise inform the Bank of the payment method by which you wish to receive the remaining balance of your Account, the Bank shall have the right to select one. You agree that until the remaining balance of your Account is paid to you, the Bank shall have the right to deal with such amount in any way permitted under Applicable Laws and these Terms and Conditions.

18.9 If your Account is closed within a year of its opening, there may be an applicable Charge.

18.10 In addition to any other termination rights that the Bank may have under these Terms and Conditions, the Bank shall have the right to terminate any ADCB Offering and its relationship with you if you breach any of your obligations in respect of any ADCB Offering, these Terms and Conditions and/or any of the Bank's internal policies.

18.11 In the event of termination of any ADCB Offering or breach by you of these Terms and Conditions, the Bank shall, subject to Applicable Laws, have the right to exercise any of its termination and/or enforcement rights and to seek all remedies available to it under these Terms and Conditions.

19. Fraudulent or Mistaken Payments into Your Account

19.1 If a payment is fraudulently or mistakenly paid into your Account, for any reason whatsoever, you authorise the Bank to debit your Account by the amount of the payment. This may happen even if the funds are included in your Account balance, you have used the funds to make a payment, or have transferred or withdrawn all or part of them. If the deduction of the payment from your Account would make your Account go overdrawn, the Bank shall treat this as an informal request for an overdraft. Neither the Bank nor its Affiliates shall be responsible for any Liability arising out of such event.

20. Representations, Warranties and Undertakings

- 20.1 You hereby make the representations and warranties set out in Clauses 20.2 to 20.18 to the Bank at the commencement of your relationship with the Bank and they shall be deemed to be repeated by you throughout the duration of your relationship with the Bank and your use of the ADCB Offerings.
- 20.2 You are duly incorporated/established and validly existing under the laws of the jurisdiction of your incorporation/establishment.
- 20.3 The obligations expressed to be assumed by you under these Terms and Conditions constitute your legal, valid, binding and enforceable obligations.
- 20.4 The entry into, delivery and performance by you of, and the transactions contemplated by, these Terms and Conditions do not and will not conflict with:
- 20.4.1 any law or regulation applicable to you or any of your Affiliates;
- 20.4.2 any order of any governmental or other authority or any judgment, order or decree of any court having jurisdiction over you or any of your Affiliates; or
- 20.4.3 any agreement or instrument binding upon you or any of your Affiliates or your or their assets.
- 20.5 You have the power to enter into, deliver and perform, and have taken all necessary action to authorise your entry into, performance and delivery of, these Terms and Conditions and the transactions contemplated by them.
- 20.6 No limit on your powers will be exceeded as a result of any transaction contemplated by these Terms and Conditions.
- 20.7 All authorisations, approvals, consents, and permits required or desirable to enable you lawfully to enter into, exercise your rights and comply with your obligations under these Terms and Conditions have been obtained and are in full force and effect.
- 20.8 Neither you nor any of your Affiliates is unable or has admitted your/its inability to pay your/its debts as they fall due, has suspended making payment on any of your/its debts, or has (by reason of actual or anticipated financial difficulties) commenced negotiation with one or more of your/its creditors with a view to rescheduling any of your/its indebtedness.
- 20.9 The value of your assets is not less than your liabilities, taking into account contingent and prospective liabilities.
- 20.10 No moratorium has been declared in respect of your or any of your Affiliates' indebtedness.
- 20.11 No corporate action, legal proceedings or other procedure or step in relation to:
- 20.11.1 the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, insolvency, bankruptcy, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) in respect of you or any of your Affiliates other than a solvent liquidation or reorganisation;
- 20.11.2 a composition, compromise, assignment or arrangement with any of your or any of your Affiliates' creditors;
- 20.11.3 the appointment of a liquidator (other than in respect of a solvent liquidation), receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of you or any of your Affiliates or any of your or your Affiliates' assets; or
- 20.11.4 the enforcement of any encumbrance over any of your or any of your Affiliates' assets,

- 20.11.5 or any analogous procedure or step has been taken or threatened in relation to you or any of your Affiliates.
- 20.12 No expropriation, attachment, sequestration, distress or execution is affecting or has been threatened in relation to your or any of your Affiliates' assets.
- 20.13 Neither you nor any of your Affiliates has engaged or rewarded any person for engaging in or been engaged or been rewarded for engaging in any activity, practice or conduct for the purpose of or in connection with bringing about an improper performance by any person of a particular function or activity.
- 20.14 Neither you nor any of your Affiliates has breached any Applicable Laws or will use any ADCB Offering for an unlawful purpose.
- 20.15 Neither you nor any of your Affiliates is entitled in any jurisdiction to claim for yourself or any of your property or assets immunity in respect of any of your obligations under these Terms and Conditions from service of process, jurisdiction, suit, execution, attachment (whether before judgment, in aid of execution or otherwise) or other legal process.
- 20.16 Your entry into these Terms and Conditions constitutes, and the exercise of your rights and performance of and compliance with your obligations under these Terms and Conditions will constitute, private and commercial acts done and performed for private and commercial purposes.
- 20.17 You have, through due diligence, established the identities of all of your beneficial owners and the source of your, and each of your beneficial owners', funds and wealth and shall retain evidence of any such identities, any such source of funds and wealth and any such due diligence.
- 20.18 Any information and/or documentation that you have provided or will provide to the Bank (or a third party has provided or will provide to the Bank on your behalf) shall be complete, true, accurate and up-to- date. You authorise and agree to the Bank's verification of any such information and/or documentation from whatever sources it considers appropriate.
- 20.19 You agree that in order for the Bank to comply with Applicable Laws and its internal policies, it may take any measure whatsoever, including prohibiting additional deposits or investments from you, declining or delaying any withdrawal or payment requests and/or segregating the assets in the Account in compliance with Applicable Laws or the Bank's internal policies, and the Bank may also be required to report such action and to disclose your identity to SAMA or any international, national or local government or regulatory body. You further agree that the Bank may suspend the payment or withdrawal of proceeds or take such other actions as the Bank deems necessary to comply with Applicable Laws or the Bank's internal policies.
- 20.20 You undertake that you shall notify the Bank immediately in writing if any representation, warranty, undertaking or confirmation contained herein, or any information and/or documentation provided hereunder, becomes or is likely to become untrue or inaccurate in whole or in part at any time. You agree to provide, if and when requested by the Bank, any additional information and/or documentation and to execute and deliver such documents regarding yourself and your beneficial owners that may reasonably be required by the Bank to determine your eligibility to conduct business with the Bank, to verify the accuracy of your representations, warranties and undertakings herein or to comply with any Applicable Laws or the Bank's internal policies.

21. Liability and Indemnity

- 21.1 The Bank shall not be responsible for any failure to perform any of its obligations hereunder if such performance would result in it being in breach of any Applicable Laws or its internal policies.
- 21.2 The Bank and its Affiliates shall not be responsible for, and you shall indemnify and hold harmless the Bank and its Affiliates from and against, any Liability arising directly or indirectly out of the Bank's relationship with you, including due to or arising out of:
- 21.2.1 a breach of any representation, warranty, undertaking, confirmation, or agreement by you contained herein or in any other document provided by you to the Bank or in any agreement executed by you with the Bank;
 - 21.2.2 any disclosures made by the Bank in accordance with Clause 7;
 - 21.2.3 any of your Accounts or activities (as applicable) being suspended, frozen, blocked, put on hold, or closed;
 - 21.2.4 any failure by you or a third party to provide the Bank with any information and/or documents that it requests, as well as for any error, omission, inadequacy or inaccuracy in any information and/or documents that you or a third party provide to the Bank;
 - 21.2.5 any breach by you of these Terms and Conditions or the enforcement of the Bank's rights hereunder;
 - 21.2.6 the Bank acting in good faith upon your instructions;
 - 21.2.7 any action or inaction by any of your Affiliates, with or without your knowledge;
 - 21.2.8 any dispute between you and any third party;
 - 21.2.9 your failure to observe the security measures as prescribed by the Bank from time to time;
 - 21.2.10 the execution or non-execution of any standing order given by you or, in connection with cheques, any stop payment order;
 - 21.2.11 the non-availability of the Website or any other functionality forming part of any ADCB Offering, Token, Secure Key or any other Banking Item;
 - 21.2.12 any delays, failures, errors or other shortcomings in executing, processing or completing any Funds Transfer, remittance, withdrawal, payment or other transaction as a result of the actions of any third party (including any intermediary bank);
 - 21.2.13 your or any of your Affiliates' default, negligence, misconduct or fraud;
 - 21.2.14 the unavailability of, or inaccessibility to, one or more Products and Services due to any Service Disruption.
- 21.3 The Bank and its Affiliates shall not be responsible for, and you shall indemnify and hold harmless the Bank and its Affiliates from and against, any Liability arising out of:
- 21.3.1 the Bank acting upon or refraining from acting upon any Communication, or any delay in executing any Communication;
 - 21.3.2 any use or misuse of any Communication by any person;
 - 21.3.3 the accuracy of your instructions set out in any Communication;
 - 21.3.4 any failure, delay or other shortcoming of any third party in relation to acting on any Communication;
 - 21.3.5 the generation, delivery, management and receipt of any Communications conveyed by

telephone, mobile, fax or internet;

- 21.3.6 any errors or delays in the transmission of any Communications or any unauthorised alteration, usage or manipulation of the information contained in them or otherwise caused as a result of their delivery;
 - 21.3.7 any Viruses arising from any electronic or other Communications;
 - 21.3.8 any unauthorised access by, or disclosure of Confidential Information to, third parties as a result of the receipt or delivery of data via the means described in Clause 3;
 - 21.3.9 any loss, damage, corruption or destruction of the Records;
 - 21.3.10 any disclosures made under the circumstances set out in Clause 7 or any similar circumstances;
 - 21.3.11 the Bank's and its Affiliates' compliance with any Applicable Laws, the Bank's internal policies, Tax Obligations or agreements with tax authorities;
 - 21.3.12 any failure by the Bank or its Affiliates to comply with the Tax Obligations caused by your breach or non-compliance with these Terms and Conditions and/or Applicable Laws;
 - 21.3.13 any delays, suspensions, attachments, holds and/or any resulting unavailability of funds arising or resulting from compliance with Applicable Laws or the Bank's internal policies or any attempt in good faith to comply with Applicable Laws or the Bank's internal policies;
 - 21.3.14 any determination that any money or Account constitutes US source income or other determinations related to compliance or actions taken to comply with applicable Tax Obligations (and any such determination or action taken by the Bank or its Affiliates, howsoever made, shall be final and binding upon you);
 - 21.3.15 the termination of any ADCB Offering (or part thereof) and/or the Bank's relationship with you;
 - 21.3.16 your failure to observe any of your security obligations under these Terms and Conditions;
 - 21.3.17 the accuracy of any information transmitted to the Bank's systems by you or on your behalf;
 - 21.3.18 any unauthorised access by any third party to Electronic Instructions and/ or any Account Information;
 - 21.3.19 the delivery, mistaken delivery or deletion of, or failure to store, any Electronic Instructions or personalisation settings;
 - 21.3.20 any unauthorised access by any third party to any Alerts or Mobile Responses;
 - 21.3.21 any breach of any implied term as to satisfactory delivery (including but not limited to any international delivery in connection with an International Delivery Request) quality, merchantability or fitness in relation to any Token;
 - 21.3.22 the use of email or any other insecure means of communication in dispatching Instructions to the Bank;
 - 21.3.23 any interruption or delay caused by any update or replacement performed on the Platform;
 - 21.3.24 any inaccurate or erroneous information provided by you or your Users;
 - 21.3.25 your use of the Devices;
- 21.4 Your obligations to the Bank shall not be affected by any dispute, counterclaim or right of set-off between you and any Merchant, bank, financial institution or any other party.
- 21.5 All costs and expenses, including legal costs incurred by the Bank in enforcing and seeking to enforce

these Terms and Conditions or otherwise, may be debited from your Account and shall be payable by you.

21.6 For the avoidance of doubt, your obligations to indemnify and hold harmless the Bank and its Affiliates under these Terms and Conditions shall continue even after you cease to hold an ADCB Offering.

22. Third Party Offerings

22.1 The Bank may refer to you, market or otherwise provide information on Third Party Offerings.

22.2 You agree to the Bank marketing Third Party Offerings to you and acknowledge that the Bank may receive a fee from the third party providers in return for the Bank's marketing or sale of the Third Party Offerings on their behalf.

22.3 Third Party Offerings may be provided subject to the specific terms and conditions of the third party providers. All Third Party Offerings will be accepted by you "as is" at your own risk. The Bank makes no representation and provides no warranty whatsoever, express or implied, in relation to, and neither the Bank nor its Affiliates shall be responsible for any Liability arising out of:

- the quality, merchantability, suitability or fitness for any use or purpose of any Third Party Offerings; or
- any offers, representations or commitments made to you by any third party providers.

22.4 You agree that the role of the Bank is limited to marketing or making a referral and neither the Bank nor its Affiliates shall be responsible for any Liability arising out of your relationship with the third party providers of the Third Party Offerings, including for any negligence, breach of any statutory or other duty, or failure to comply with the terms and conditions of such Third Party Offerings, by the third party provider and/or any other party associated in any way, directly or indirectly, with such Third Party Offerings. You agree that you shall only have recourse against the third party providers and you shall have no right of set-off or any other recourse against the Bank.

22.5 If there is any dispute between you and the third party provider of any Third Party Offering, your obligations to the Bank shall not in any way be affected by such dispute or any opposing claim or right of set-off that you may have against such third party provider. You must raise any claims, complaints and/or disputes in relation to any Third Party Offerings directly with the relevant third party providers.

22.6 The Bank shall not, at any time, be deemed to be the supplier or issuer of any Third Party Offerings. Unless otherwise expressly stated by the Bank, the Bank shall not be deemed to be the agent or representative of any third party providing the Third Party Offerings.

23. Assignment

23.1 The Bank may transfer, assign and/or novate any of its rights and obligations (in whole or in part) under these Terms and Conditions and any ADCB Offering to any party.

23.2 You agree to execute or enter into any agreement or acknowledgment which the Bank determines is necessary to give effect to any such transfer, assignment or novation.

23.3 You shall not transfer, assign and/or novate any of your rights or obligations under these Terms and Conditions or an ADCB Offering to any party without the prior written consent of the Bank.

24. Force Majeure

24.1 Neither the Bank nor its Affiliates shall be responsible for any Liability arising out of any Force Majeure.

25. Further Assurance

25.1 In addition to Clause 11.3, you undertake upon demand by the Bank from time to time, at your sole cost and expense, to execute and deliver all such documents, deeds and instruments and pay all such costs and perform (or procure the payment and performance of) such things as the Bank may consider necessary or expedient to facilitate or improve on any rights, authorities and discretions intended to be vested in the Bank by or pursuant to these Terms and Conditions (including the registration of any Security in the Bank's name or in the name of any third party designated by it).

26. Survival

26.1 Unless otherwise agreed by the Bank in writing, the cancellation, expiry or termination of any ADCB Offering shall not affect any rights (including any limitations or exclusion of the Bank's Liability) or obligations which have accrued prior to such cancellation, expiry or termination, nor any of these Terms and Conditions which are intended (whether expressly or implicitly) to survive cancellation, expiry or termination.

27. Intellectual Property

27.1 Intellectual Property Rights in all information, publications, marketing material, software applications, trademarks and/or other materials contained in or relating to ADCB Offerings and the Website are owned by or licensed to the Bank. Nothing in these Terms and Conditions or on the Website shall be construed as granting you or any third party any licence or right to use any such Intellectual Property Rights without the prior written consent of the Bank.

27.2 All rights are reserved by the Bank or its licensors and no proprietary rights or ownership rights vest in you by reason of any permission or access granted to you to use such ADCB Offerings.

27.3 You must not reproduce, adapt, reverse engineer, decompile, modify, distribute, display or otherwise exploit any information, publications, marketing materials, software applications or other materials contained in or relating to ADCB Offerings or the Website in whole or in part or permit any other party to do so without the prior written consent of the Bank.

28. Third Party Rights

28.1 Subject to Clause 28.2 below, these Terms and Conditions are made for the benefit of you and the Bank only and are not intended to benefit or be enforceable by any third party.

28.2 The following parties shall have the right to enforce any right and/or benefit conferred upon them in these Terms and Conditions:

28.2.1 each of the Bank's Affiliates including their successors and assignees; and/or

28.2.2 the Bank's successors, assignees and/or nominees.

29. Severability

- 29.1 If any provision of these Terms and Conditions is found to be illegal, invalid, or unenforceable:
- 29.1.1 such provision may be severed and the remaining provisions of these Terms and Conditions shall not be affected; and
- 29.1.2 the parties shall negotiate in good faith to replace such illegal, invalid or unenforceable provision with a valid provision, the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provision.

30. No Waiver

- 30.1 The rights and remedies provided in these Terms and Conditions are cumulative and not exclusive of those provided by law. The Bank shall be under no obligation to exercise any right or remedy either at all or at a time beneficial to you. No failure or delay by the Bank to exercise any rights under these Terms and Conditions or otherwise shall operate as a waiver of those or any other rights or remedies. No single or partial exercise of a right or remedy shall prevent further exercise of that right or remedy or the exercise of another right or remedy.

31. Governing Law and Jurisdiction

- 31.1 These Terms and Conditions in effect between you and the Bank and any non-contractual obligations arising out of or in connection with them are governed by the laws of the KSA .
- 31.2 In the event of a dispute between you and the Bank, you irrevocably agree that the Banking Disputes Committee shall have exclusive jurisdiction over all matters arising out of or in connection with these Terms and Conditions or their subject matter or formation including any question regarding their existence, validity or termination.
- 31.3 Clause 31.2 shall be for the benefit of the Bank only. The Bank shall not be prevented from bringing proceedings relating to a dispute with you in any jurisdiction outside the KSA (and for the avoidance of doubt, this shall include any jurisdiction in which you may be (or have been) registered, incorporated, resident, domiciled or hold assets). To the extent permitted by Applicable Laws, the Bank may bring, issue, commence or pursue concurrent proceedings in any number of jurisdictions without limitation.
- 31.4 You irrevocably agree to submit to the courts of any jurisdiction where the Bank chooses to bring proceedings against you and you waive any objection that you may have on the grounds that they are an inconvenient or inappropriate forum.
- 31.5 Irrespective of your place of residence or domicile:
- 31.5.1 you irrevocably agree to accept service of process by any methods selected by the Bank (to the extent permissible under Applicable Laws) for proceedings in any applicable court or jurisdiction, which methods shall include service of process by way of:
- 31.5.1.1 email, fax or registered mail to your Address;
- 31.5.1.2 publication in one or more daily newspapers in the KSA or in your jurisdiction of domicile or residence (as the case may be) or such other jurisdiction as the Bank deems appropriate; and/or
- 31.5.1.3 any other forms of communication, notification or publication permitted from time to time under Applicable Laws, for service of process.
- 31.5.2 you hereby consent to process being served by any party permitted under Applicable Laws

(including by the Bank itself and/or by any such party on the Bank's behalf where the applicable court has given approval for service of process via such method); and

31.5.3 you agree that to the extent permissible under Applicable Laws, such service of process shall satisfy all requirements to establish personal jurisdiction over you and the applicable court.

31.6 You agree that, if requested by the Bank, you shall, at your expense, appoint a process agent nominated by the Bank to accept service of process upon you.

PART 2 TERMS AND CONDITIONS FOR TYPES OF DEPOSIT ACCOUNT

This Part 2 applies to you to the extent that you apply for and we agree to provide you with any of the following types of Account/service

This Part 2 applies where the Bank agrees to provide you with any of the following types of Account/service:

- (A) Current Account;
- (B) Fixed Term Deposit Account;
- (C) Call Deposit Account;

Accounts

1. Current Accounts

- 1.1 A Current Account is a transactional Account available in certain currencies prescribed by the Bank from time to time, which provides you with instant access to your funds.
- 1.2 In order to hold a Current Account you must be incorporated in the KSA and possess a valid commercial registration issued by the Ministry of Commerce in the KSA and the Bank must be not prohibited by Applicable laws from dealing with you, and that all the data you provided is correct, reliable and up-to-date.

Interest

- 1.3 The Available Balance in a Current Account does not generally bear any interest, unless otherwise offered by the Bank from time to time.

Account service features

- 1.4 Where you request and the Bank agrees, the Bank shall provide one or more of the following service features in connection with your Account:
 - 1.4.1 standing order facility.
- 1.5 Where the Bank agrees to provide you with an account service feature, provision of such service feature shall be governed by the relevant applicable terms and conditions set out in these Terms and Conditions.
- 1.6 Details of any other features relating to a Current Account (including any Specific Features) shall be available on the Website.

2. Fixed Term Deposits

- 2.1 A Fixed Term Deposit is a deposit of a fixed amount for a fixed period at a fixed rate of interest. The deposit amount in a Fixed Term Deposit Account cannot be increased or decreased during the agreed term, although you may open multiple Fixed Term Deposit Accounts.
- 2.2 You must hold another Account of the type prescribed by the Bank from time to time for the duration of the agreed term of the Fixed Term Deposit. Upon opening a Fixed Term Deposit Account, the Bank shall issue you with a confirmation stating the principal amount of the Fixed Term Deposit the agreed term and the agreed rate of interest payable for the term.

- 2.3 Details of the minimum balance required to open a particular Fixed Term Deposit Account and any other features relating to it (including any Specific Features) shall be available with your relationship manager.

Interest

- 2.4 Interest on a Fixed Term Deposit shall accrue as prescribed by the Bank and shall be calculated at the Prevailing Rate which is fixed for the agreed term of the Fixed Term Deposit. Fluctuations in the Saudi Arabian interbank offered rate for deposits of SAR shall not affect the rates determined and applied to the Fixed Term Deposit throughout the term of the deposit.

Withdrawal

- 2.5 Where you make a Fixed Term Deposit with the Bank, the Bank's obligation to repay the deposit shall arise at maturity. The Bank may consent to the early withdrawal of a Fixed Term Deposit which shall render it subject to a lower interest rate and a premature withdrawal Charge as prescribed by the Bank from time to time (which the Bank may deduct from the principal amount of your Fixed Term Deposit before making payment to you).
- 2.6 You cannot make any payments or partial withdrawals from a Fixed Term Deposit Account.

Maturity and renewal

- 2.7 When you open a Fixed Term Deposit Account, you may provide the Bank with instructions as to where to pay the principal amount and accrued interest at maturity. Where you have provided such instructions to the Bank, the principal amount plus accrued interest shall, upon maturity of the deposit, be credited to the Account referred to in those instructions.
- 2.8 Where you have not provided instructions to the Bank for either the liquidation or renewal of a Fixed Term Deposit at a rate agreed by the Bank, at least two Business Days prior to the end of the agreed term, the Bank may, at the end of the agreed term, either (at the Bank's sole discretion):
- 2.8.1 liquidate the Fixed Term Deposit, with the principal amount plus accrued interest on the Fixed Term Deposit being credited to the Account referred to in your instructions to the Bank or, in the absence of any such instructions, any one of your Accounts; or
- 2.8.2 renew the Fixed Term Deposit (i) on the same term as the expiring Fixed Term Deposit (ii) in an amount equal to principal amount plus accrued interest of the expired Fixed Term Deposit and (iii) at the Prevailing Rate applicable on the date of renewal, unless otherwise agreed with the Bank.

3. Call Deposit Accounts

- 3.1 A Call Deposit Account is an Account designed to offer the advantages of a savings account and a current account, and is available in certain currencies prescribed by the Bank from time to time.
- 3.2 Details of the minimum balance required to open a particular Call Deposit Account and any other features relating to it (including any Specific Features) shall be available with your relationship manager.

Interest

- 3.3 Call Deposit Accounts can be interest-bearing or non-interest-bearing depending on the particular Call Deposit Account
- 3.4 Details of any minimum balance required for a particular interest-bearing Call Deposit Account to earn interest and the calculation of interest shall be available with your relationship manager. No interest shall accrue if such minimum balance is not met.
- 3.5 Interest shall only be credited to an interest-bearing Call Deposit Account if the Minimum Interest has accrued. Details of the Minimum Interest for a particular Call Deposit Account shall be available from your relationship manager.

Withdrawal

- 3.6 You can make withdrawals from your Call Deposit Account by using transfers.
- 3.7 The number of withdrawals you make may be restricted as notified to you by the Bank from time to time.
- 3.8 Cheque books are not available on a Call Deposit Account.

Using your Account

4. Receiving Funds Into an Account

- 4.1 The Bank may credit your Account with any amount received from a third party.
- 4.2 You may be unable to withdraw or otherwise access the full value of the deposit made due to:
 - 4.2.1 the Bank exercising its right of set-off against you or any of your Affiliates;
 - 4.2.2 the fees and charges of the paying bank or any intermediary bank;
 - 4.2.3 exchange restrictions;
 - 4.2.4 the time required for the amount deposited to be fully cleared; and/or
 - 4.2.5 any other restrictions that apply to the party making the deposit.

5. Making Withdrawals from an Account

- 5.1 Withdrawals may only be made out of cleared funds credited to your Account and may be:
 - 5.1.1 made based on your instructions to the Bank to pay or transfer;
 - 5.1.2 for Call Deposit Accounts, on application using any Form prescribed by the Bank for that purpose.

6. Funds Transfers

- 6.1 You can make a Funds Transfer by way of:
 - 6.1.1 a standing order by you to the Bank to execute Funds Transfers at pre-determined intervals;
 - 6.1.2 completing any Form or other method of communication accepted by the Bank for that purpose.
- 6.2 Notwithstanding the above, the Bank may, from time to time, limit your ability to undertake Funds Transfers in a specific form or method depending on the ADCB Offering to which a Funds Transfer relates, or for any other reason that the Bank considers appropriate.

- 6.3 If the payee account is outside the KSA, in order to avoid delays, return of funds and/or levy of related fees, the Bank may require you to provide details of the payee account that are specific to accounts in that country.
- 6.4 Funds Transfers generally may not be reversed once initiated. You must ensure that you provide accurate information in your instructions in order to avoid any unintended Funds Transfers. While the Bank shall use reasonable endeavours to carry out any stop payment instructions, the Bank shall not be liable in the event that it is unable to do so and monies are released (and you acknowledge that the Bank may only be able to reclaim the monies with the consent of the beneficiary). The Bank shall rely upon all information provided by you in relation to the Funds Transfers (including any beneficiary account details) and you shall be solely responsible for any errors in any information provided by you to the Bank.
- 6.5 A Funds Transfer request shall be processed (during normal Bank working hours and subject to Cut-Off Times) on the transfer date. The Bank may delay or refuse to process or complete a Funds Transfer (and shall have no Liability to you for such delay or refusal) where:
- 6.5.1 there are insufficient funds in your Account;
 - 6.5.2 the Funds Transfer would exceed any limit set by the Bank from time to time;
 - 6.5.3 the Bank has reason to believe that the Funds Transfer shall or could be in breach of Applicable Laws or the Bank's internal policies;
 - 6.5.4 the Bank is not permitted to do so by Applicable Laws or the Bank's internal policies;
 - 6.5.5 the Bank suspects or has reason to believe that your Account may be the subject of misuse, money laundering or fraudulent activity;
 - 6.5.6 all information necessary to complete the Funds Transfer has not been provided or is incorrect (including information required by the payee bank or any intermediaries);
 - 6.5.7 the Bank is required to comply with a court order, any Applicable Laws or the Bank's internal policies;
 - 6.5.8 you instruct the Bank to stop that Funds Transfer;
 - 6.5.9 the designated account of the payee is not maintained by the payee bank;
 - 6.5.10 the payee's account details recorded with the payee bank or branch are not part of the clearing system;
 - 6.5.11 you have not complied with these Terms and Conditions;
 - 6.5.12 there are any reasons causing or contributing to the delay or refusal for which the payee bank or any intermediary bank or other institution is responsible; and/or
 - 6.5.13 any other valid reason exists for the delay or refusal.
- 6.6 The Bank shall not be responsible for, and you shall indemnify and hold harmless the Bank and its Affiliates from and against, any Liability arising out of the Bank's compliance with your instructions, including instructions to execute or stop any Funds Transfer (including any delay or rejection of a Funds Transfer arising out of the circumstances set out in Clause 6.5 above, or for any Tax Obligations arising out of the Funds Transfer). For the avoidance of doubt the preceding indemnity shall also include any Liability for any currency conversion costs, correspondent bank and other routing charges, administrative charges and other costs and losses in relation to your Funds Transfer.

- 6.7 You must ensure that your Account has sufficient funds before undertaking any Funds Transfers. If, for any reason, your Account becomes overdrawn as a result of any Funds Transfer, you shall be liable to immediately repay any overdrawn amount including any applicable Charges.
- 6.8 You warrant, represent and undertake that any Funds Transfers requested by you or on your behalf shall not breach any Applicable Laws or these Terms and Conditions (or the Bank's internal policies of which you are aware).
- 6.9 The Bank may contact you to confirm and verify the identity of the beneficiary of a Funds Transfer (and any modifications to the details of a beneficiary of a Funds Transfer) before processing it.
- 6.10 On the date of payment, the Bank reserves the right to determine the priority of Funds Transfer requests against any other payment requests presented or any other existing payment arrangement with the Bank. The Bank shall have the right not to process or complete a Funds Transfer if, having determined the priority of payments, it believes that your Account may become overdrawn.
- 6.11 Funds Transfers are not instant and may take time to process (for example as a result of system maintenance). It may take a number of Business Days (excluding any public holidays in the KSA and the country where the payee's account is located) for the funds to be received by the payee. Instructions for Funds Transfers:
- 6.11.1 to make a payment from an Account received on a Business Day but after the Cut-off Time, shall be processed on the next Business Day;
- 6.11.2 to make a SAR transfer to any account not held with the Bank received either after the Cut-off Time or on any day which is not a Business Day, shall not be made until the next Business Day; and
- 6.11.3 to effect the transfer of a currency (other than SAR) to an account with any other bank received after the Cut-off Time, shall be made on the next day which is a business day in (a) the KSA (b) the country of the beneficiary account, and (c) the financial centre for the relevant currency.
- 6.12 The Bank shall not respond to or take part in queries or disputes of any nature whatsoever that may arise between you and the payee.
- 6.13 If your Funds Transfer is rejected by the payee bank for whatever reason, the reversal of the funds shall be carried out at the Exchange Rate on the date of the reversal. Additionally, you shall be solely responsible for any currency conversion costs, correspondent and other routing charges, administrative charges and any other costs and losses in relation to the rejected Funds Transfer.
- 6.14 If you do not specify in your instructions to the Bank how any Charges or any correspondent and other routing charges are to be deducted by the Bank in relation to a Funds Transfer, all Charges levied by the Bank will be deducted from your Account and any correspondent and other routing charges will be deducted from the amount transferred.
- 6.15 If you have insufficient funds in your Account on the transfer date, notwithstanding anything stated in these Terms and Conditions, ADCB may, without any Liability whatsoever, attempt to execute the Funds Transfer after the transfer date or expiry date of your standing order. Notwithstanding the above, the Funds Transfer will only be successful if you have sufficient funds in your Account.

7. Standing Orders and Sweeping Instructions

- 7.1 The Bank shall execute any standing order/sweeping instruction on your behalf only if there are sufficient cleared funds available in the relevant Account on the specified dates.

- 7.2 If the Bank is unable to complete three consecutive payments due to insufficient funds the standing order/sweeping instruction shall be treated as cancelled without notification by the Bank to you.
- 7.3 The Bank shall not be responsible for any delays, loss in transit, errors of transmission or errors of the correspondent banks in relation to any standing order/sweeping instruction.
- 7.4 Any set-up, deferment, amendment or cancellation of the standing order/sweeping instruction must be communicated in writing to the Bank and must be submitted sufficiently in advance of the execution date.
- 7.5 Amendments and cancellations in relation to any standing order/sweeping instruction received at least one week prior to the payment date shall be given effect on the next due date.
- 7.6 There shall be a Charge levied for recording, amending, cancelling and executing standing orders/ sweeping instructions.

GLOSSARY

1. Interpretations

In these Terms and Conditions, unless the context requires otherwise:

- (a) references to "you" or "your" shall be construed as including references to any of your Authorised Signatories, Attorneys, Users, Cardholders, directors, officers and employees;
- (b) headings are for convenience only and shall not affect the interpretation of any of these Terms and Conditions;
- (c) a reference to a provision of any Applicable Laws is a reference to that provision as extended, applied, amended or re-enacted and includes any subordinate legislation;
- (d) unless otherwise specified, references to dates, months and years shall correspond to the Gregorian calendar;
- (e) words used in these Terms and Conditions denoting the masculine gender shall include the feminine gender and words denoting the singular number shall include the plural number and vice versa;
- (f) words implying a person shall include a sole proprietor, individual partnership firm, company, corporation or any other natural or legal person whatsoever;
- (g) where the words "includes" or "including" are used, they shall be read as meaning "includes without limitation" and "including without limitation" respectively;
- (h) where these Terms and Conditions provide that the Bank may or is entitled, permitted or authorised to do, decide or determine something (however this is referred to), it is entitled to do so in its sole discretion, unless expressly stated otherwise; and
- (i) references in any Part (or a section of a Part) of these Terms and Conditions to a Clause shall be read as references to a clause of that Part (or of that section of a Part), unless otherwise specified.

2. Definitions

In these Terms and Conditions, unless the context requires otherwise, the following terms shall have the following meanings:

Account	any account maintained in your name with the Bank, from time to time;
Account Information	includes any information concerning you and your Accounts, including the Account Number, the amount of interest paid or credited to the Account, Account balance, your (and, if you are a company, your beneficial owners') name, Address, date/ place of birth, country of residence, social security number, tax identification number, information relating to any funds or investments held by the Bank on your behalf or other financial information;

Account Number	a unique serial number attached to each Account;
ADCB	the branch of Abu Dhabi Commercial Bank PJSC in the Kingdom of Saudi Arabia and any of its successors and assignees;
ADCB Offering	any Account, product, service, facility, benefit or reward programme provided by the Bank from time to time;
Address	<p>physical correspondence address (including your national address residence, principal place of business or other physical address); and</p> <ul style="list-style-type: none"> a) landline telephone number; b) mobile telephone number; c) fax number; d) email address; <p>or</p> <ul style="list-style-type: none"> e) any other point of contact or means of reaching you for the purpose of delivering Communications by the Bank in any form, including any chosen domicile provider or process agent; <p>as maintained in the Records from time to time;</p>
Affiliates	<p>in relation to the Bank, each of its subsidiaries, parents, shareholders, any other persons in common control or ownership with the Bank, associates, directors, employees, officers, representatives, branches, partners, professional advisers, service providers, assignees, agents, insurers, third party contractors, third party banks and financial institutions, credit reference agencies or reporting agencies, and debt collection agencies and their respective assignees and successors; and</p> <p>in relation to you, your Authorised Signatories, Attorneys, Users, subsidiaries, parents, shareholders, any other persons in common control or ownership with you, ultimate beneficial owners or controllers, associates, directors, employees, officers, representatives, branches, partners, professional advisers, service providers, agents, insurers, third party contractors, and third party banks and financial institutions;</p>
Alerts	the messages or notifications (other than Mobile Responses) sent by the Bank to you by SMS, email, or any other available means of communication;

Applicable Laws	any applicable law and/or regulation (including any laws and regulations issued by the Saudi Central Bank (SAMA) or any other regulator of the Bank), ordinance, rule, judgment, decree, voluntary code, directive, court order, requirement or instruction of a governmental authority, agreement between the Bank and any governmental or regulatory authority, or agreement or treaty between government and regulatory authorities (in each case, whether local, foreign or international), and including any Sanctions;
Attorney	any person whom the Bank reasonably believes is an attorney appointed by you pursuant to a power of attorney and having authority to act on your behalf in relation to any ADCB Offering and these Terms and Conditions;
Authorised Signatory	a person appointed by you in accordance with Clause 14 of Part 1
Available Balance	the current balance less any deposited cheques or other payable orders which are drawn on other banks and have not been cleared;
Bank	ADCB and references to "we", "us" and "our" shall be read as meaning ADCB;
Banking Disputes Committee	the Banking Disputes Committee established in the Kingdom of Saudi Arabia pursuant to High Order No. 729/8 dated 10/07/1407H (corresponding to 10 March 1987) and reorganised pursuant to Royal Order No. 37441 dated 11/08/1433H (corresponding to 1 July 2012) (the 37441 Order), and the Banking Disputes and Violations Appeal Committee established pursuant to the 37441 Order, each operating under the aegis of the Saudi Central Bank, and any re-named or successor dispute settlement forum at any time engaged in settling disputes involving banking institutions;
Banking Items	any items relating to your relationship with the Bank that the Bank requires you to keep confidential and secure, or that might otherwise contain (or enable access to) Confidential Information;
Branch	any of the Bank's branches in KSA;
Business Day	a day when banks are open for business in KSA;
Call Deposit Account	has the meaning given to it in Clause 3.1 of Part 2;

Charges	all charges, fees, costs, commissions, penalties, and other expenses payable by you to the Bank in relation to an ADCB Offering, or in connection with the Bank's compliance with any Applicable Laws as may be set out in the Schedule of Fees, the Service and Price Guide or otherwise prescribed by the Bank and/or notified to you from time to time;
Communications	<p>(a) all notices, information, documents, data, instructions and other communications sent by you to the Bank (including Electronic Instructions and International Delivery Requests); and</p> <p>(b) all notices, notifications, Statements of Account, demands, Alerts, Mobile Responses, executed emails requests, receipts or any other communication sent by the Bank to you, including any electronic communications sent by the Bank to you as permitted by Applicable Laws;</p>
Confidential Information	your Account Information, Security Information, any Communications and any other information of a confidential nature;
Current Account	has the meaning given to it in Clause 1.1 of Part 2;
Cut-off Time	the latest time in a Business Day at which transactions carried out on that Business Day are processed, as prescribed by the Bank from time to time;
Digital Confirmation	any electronic or digital signature (or any other form of electronic confirmation or acceptance);
Electronic Instruction	Emails instruction received from the Authorised Signatory;
Establishment Document	<p>the following:</p> <p>(a) commercial registration certificate;</p> <p>(b) memorandum and articles of association or any other constitutional documents;</p> <p>(c) foreign investment license; and/or</p> <p>(d) any other document which the Bank may specify from time to time;</p>
E-Statement	the monthly or other periodic electronic statement issued by the Bank to you, showing the balance and transactions on an Account during the period covered by the statement;
Exchange Rate	with respect to the conversion of one currency to another, the prevailing rate of exchange as prescribed by the Bank;

FATCA	the Foreign Account Tax Compliance Act 2010 of the United States of America and related US Department of the Treasury regulations (as amended from time to time) and any similar legislation or regulations in force in any other jurisdiction from time to time;
Fixed Term Deposit	has the meaning given to it in Clause 2.1 of Part 2;
Fixed Term Deposit Account	an Account into which you make a Fixed Term Deposit;
Force Majeure	any circumstance beyond the reasonable control of the Bank or its Affiliates (or any provider of services to the Bank or its Affiliates) impacting the Bank's or its Affiliates' ability to perform any of their obligations under these Terms and Conditions including fire, flood, storm, earthquake, explosion, war, hostilities, accidents howsoever caused, strike, labour dispute, lockout, work to rule or other industrial dispute, lack of energy supply, criminal action, terrorist action, civil unrest, embargoes, expropriation or confiscation of facilities, acts of a public enemy, unavailability or impairment of telephone or other communication services, computer or data processing/storage facilities or any other facilities or services used by the Bank or its Affiliates;
Form	any form prescribed by the Bank for a particular purpose (such as an application for a particular ADCB Offering or an instruction to the Bank) which may be completed: <ul style="list-style-type: none"> (a) in writing, in physical or electronic form; (b) by verbal instruction, in person or over the telephone; (c) by use of an electronic checkbox on the Website; (d) by any electronic or digital method of acceptance including email and/or (e) any other means of instruction or confirmation prescribed by the Bank from time to time;
Funds Transfer	a transfer of funds out of an Account to another Account or an account at any other bank or financial institution, in SAR or any other currency permitted by the Bank, as instructed by you and in accordance with Clause 6 of Part 2.
Intellectual Property Rights	patents, trademarks, service marks, rights (registered or unregistered) in any designs, applications for any of the foregoing, trade or business names, copyright (including rights in computer software) and topography rights, know-how, secret formulae and processes, confidential and proprietary knowledge and information, database rights and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world;

International Delivery Request	a completed and signed service activation form given by you to the Bank instructing and authorising the Bank to make international delivery of a Token, such request shall include details of a full international delivery address;
KSA	the Kingdom of Saudi Arabia;
Liability	(whether arising in relation to you, the Bank or any third party) any loss, claim, amount, debt, demand, delay, obligation, expense, damage, cost, proceedings, penalties or charges or any other liability including legal costs, for any loss however caused (whether actual or contingent, primary or collateral, several or joint, and whether or not matured), including any loss whether direct, indirect, consequential or incidental, even if advised of the possibility of such loss or damages, and irrespective of whether any claim is based on loss of profit, business revenue, investment, goodwill, anticipated savings or data;
Minimum Interest	the amount of interest or equivalent (as prescribed from time to time by the Bank and without any obligation to give prior notice to you) which must accrue to an Account before you shall be eligible for receiving any interest on that Account; either:
OFAC	the Office of Foreign Assets Control of the US Department of the Treasury;
Paper Statement	the monthly or other periodic paper statement issued by the Bank to you (as applicable) showing the balance and transactions on an Account during the period covered by the statement;
Platform	the Website
Prevailing Rate	the applicable prevailing rate of interest prescribed by the Bank from time to time and which applies to an Account displayed on a notice board at a Branch, the Schedule of Fees, the Service and Price Guide, the Website or other forum as prescribed by the Bank;
Products and Services	has the meaning given to it in Clause 11.10 of Part 1;
Prohibited Country	any country designated from time to time by Sanctions as a country with which dealings are prohibited or substantially restricted;
Records	any data, recording, book, documentation, record or account maintained by the Bank in any form, whether originals or copies, printout, digital, electronic, audio or video in respect of you, your use of any ADCB Offerings, Account Information and any dealings or correspondence with you;

Restricted Person

a person:

- (a) that is listed on, or owned or controlled by or otherwise connected with a person listed on, a Sanctions List, or a person acting on behalf, or at the direction, of such a person;
- (b) located in or organised under the laws of a country or territory that is the subject of country- or territory-wide Sanctions (being, at the date of these Terms and Conditions, Iran, Cuba, Sudan, North Korea, Syria and the territory of Crimea), or a person who is owned or controlled by or otherwise connected with, or acting on behalf, or at the direction, of such a person; or
- (c) that is otherwise the direct or indirect target of Sanctions;

Sanctions

any laws, rules, regulations, decrees, notices or orders (including any executive orders) relating to embargoes, sanctions, anti-money laundering, anti-drug trafficking, anti-terrorist financing, export controls or other similar activities or restrictions, made by any jurisdiction or person, including:

- (a) any jurisdiction in which the Bank, its Affiliates or any of its customers operates;
- (b) any jurisdiction through whose financial systems the Bank, its Affiliates or any of its correspondents' routes payments; and/or
- (c) any of the KSA government bodies or agencies (, the United Kingdom (including Her Majesty's Treasury), or any other member state of the European Union, the US (including OFAC, the US Department of Commerce and the US Department of State), the European Union and the United Nations,

in each case, made against any other jurisdiction, country, state, region, place, goods, vessel, activity or person and whether or not directly enforceable against the Bank;

Sanctions List

the Specially Designated Nationals and Blocked Persons list maintained by OFAC, the Consolidated List of Financial Sanctions Targets and the Investment Ban List maintained by Her Majesty's Treasury of the United Kingdom, the list of terrorist organisations published from time to time by the competent KSA government bodies or agencies , the Consolidated United Nations Security Council Sanctions List or any similar list maintained by, or public announcement of a Sanctions designation made by, any jurisdiction and/or government, legislative, supra-national, regulatory or enforcement body (each as amended, supplemented or substituted from time to time);

SAR

The lawful currency of the KSA;

Schedule of Fees	any schedule of the Bank's Charges and interest rates applicable from time to time and made available at any Branch upon request, or on the Website, as may be amended from time to time;
Security	any collateral, pledge, lien, mortgage, charge, guarantee, assignment, undertaking, signed cheques, promissory note, bill of exchange, cash margin or any other similar security;
Security Information	your User ID, Code, PIN, OTP, TPIN, vocal password, your secret answers to any security questions and any other information that the Bank may require you to provide in order to access any ADCB Offering;
Service Disruption	has the meaning given to it in Clause 11.10 of Part 1;
SME	small or medium-sized enterprise;
SMS	short messaging service sent over a mobile phone, email or other modes of communication;
Specific Features	the specific features available and/or supplemental terms and conditions applicable to a particular ADCB Offering, and which shall be disclosed and/or available on, or through, the Website or on such other forum as prescribed by the Bank from time to time;
Statement of Account	an E-Statement or Paper Statement where applicable;
Tax Obligation	any obligation to deduct or withhold for or on account of any tax, levy, impost or other charge or withholding of a similar nature, as well as any related obligation to provide information and make notifications, including any obligation under FATCA, any intergovernmental agreement between the KSA and the US or any other country in relation to the implementation of FATCA, any similar, existing or future regime intended to secure the exchange of information for purposes connected to taxation, including the OECD Common Reporting Standards, any similar legislation or regulations in force in any other jurisdiction from time to time and/or any intergovernmental or other agreements made and laws and/or regulations (local or otherwise) adopted pursuant to the implementation of the foregoing;

Terms and Conditions	subject to Clause 1.4 of Part 1, these general terms and conditions for your corporate banking relationship with the Bank (including all the parts governing the use of a particular ADCB Offering), the Schedule of Fees, the Service and Price Guide and the terms of any Form in respect of any ADCB Offering, as amended or supplemented from time to time;
Third Party Offering	any product, service, facility, benefit or reward program provided by a third party provider and marketed by the Bank;
US	the United States of America;
VAT	any value added tax or any like tax imposed in any jurisdiction from time to time;
Virus	a computer virus and/or other mobile code or programming device that might be used to access, modify, delete, damage, corrupt, deactivate, disable or disrupt any software, hardware, data or other property;
Website	www.adcb.com, or any internet website established, operated and/or maintained by the Bank, or on the Bank's behalf or any other internet domain prescribed by the Bank from time to time;
Website Information	the information and materials (including text, graphics, links or other items) made available on the Website.

