

TERMS AND CONDITIONS

► ABU DHABI COMMERCIAL BANK PJSC, ADGM BRANCH

How these terms and conditions work?

These terms and conditions contain the following parts:

Part 1: General terms

Part 2: Additional terms for investment advisory services

Part 3: Additional terms for arranging custody

Part 4: Additional terms for arranging deals in
investments and credit

Part 5: Additional terms for insurance intermediation

Appendix 1: General risk warnings

Appendix 2: Glossary

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PART 1 : GENERAL TERMS

1. Introduction

- 1.1** These terms and conditions, together with the accompanying documents mentioned in clause 2.1, as amended from time to time, (together, this **agreement**) are made available to you by the branch (the **Branch or we or us**) of **Abu Dhabi Commercial Bank PJSC (the Bank)** registered in the Abu Dhabi Global Market (ADGM). This agreement contains the terms upon which the Branch will provide certain arranging and/or advisory services to you. You will complete and sign a form incorporating these terms and conditions by reference as part of your agreement with the Branch. You agree that any electronic or other method of acceptance of these terms and conditions prescribed by the Branch from time to time will constitute your acceptance of an agreement to be bound by these terms and conditions as if you had accepted and agreed to be bound by them in writing.

About the Branch

- 1.2** We have our registered address at 10th Floor, Sila Tower, ADGM Square, Al Maryah Island, Abu Dhabi, UAE. The Branch is authorised and regulated by the ADGM Financial Services Regulatory Authority (the **FSRA**), and holds a **Prudential Category 4 financial services permission from the FSRA, pursuant to which it is licensed by the FSRA to conduct the following regulated activities in or from the ADGM:**
- 1.2.1** Arranging Deals in Investments;
 - 1.2.2** Advising on Investments or Credit;
 - 1.2.3** Arranging Credit;
 - 1.2.4** Insurance Intermediation; and
 - 1.2.5** Arranging Custody,

each as defined in the Financial Services and Markets Regulations 2015, as amended.

About the Bank

- 1.3** The Bank is a public joint stock company with limited liability registered in accordance with the UAE Federal Law No. (8) of 1984 (as amended) and incorporated in the Emirate of Abu Dhabi, United Arab Emirates (UAE), having its registered office at Abu Dhabi Commercial Bank Head Office Building, Sheikh Zayed Bin Sultan Street, Plot C-33, Sector E-11, P.O. Box 939, Abu Dhabi, UAE. Its shares are traded on the Abu Dhabi Securities Exchange. The Bank is regulated by the Central Bank of the UAE and the SCA for the provision of certain SCA regulated activities.

4. Services

- 1.4** The Branch will offer one or more of the following services (**services**) to you on the terms set out in this agreement and in this section (we will not offer services other than those detailed below or otherwise agreed in writing):
- 1.4.1** investment advisory services;
 - 1.4.2** investment arranging services;
 - 1.4.3** advisory and arranging services in respect of credit facilities;
 - 1.4.4** advisory services in respect of contracts of insurance;
 - 1.4.5** account opening facilitation;
 - 1.4.6** arranging for custody of investments;
 - 1.4.7** marketing of FSRA-regulated products and services; and
 - 1.4.8** introduction to clients of the products and services of the Bank or its affiliates.
- 1.5** More details of the services to be provided to you by the Branch are set out in a separate application form provided to you with these terms and conditions.
- 1.6** We will not act as your agent when providing the services and nothing in the agreement will be deemed to authorise or empower either party to act as the agent of the other party to the agreement. You should not act as agent on behalf of another person in connection with the services. The Branch will treat you alone as our client for the purposes of the FSRA rulebook. No other person (whether identified to us or not) shall be the Branch's client or have any rights enforceable against the Branch or any of its affiliates under this agreement.
- 1.7** You agree and acknowledge that the Branch will provide the services solely from its place of business in the ADGM.

- 1.8** We may advise on or arrange transactions involving a range of investments and we refer you to the general risk warnings relating to certain investments set out in Appendix 1. Unless we are undertaking a transaction for you on an execution-only basis, where we have classified you as a Retail Client or a Professional Client, the Branch will assess whether you have the necessary experience and knowledge in order to understand the risks involved in relation to such transactions. You acknowledge that there is an inherent risk of incurring a loss when effecting transactions in investments and you confirm and agree that you accept this risk.

About the limitations on services rendered by the Branch

- 1.9** Any transaction arranged or advised by the Branch will not be booked in the ADGM and there will be no physical receipt of your money in the ADGM. The Branch does not hold or control any client money or investments. To the extent client money or investments associated with transactions arranged or advised by the Branch are held/controlled by the Bank or any of its affiliates, they will be held/controlled pursuant to separate terms of business between you and the Bank or affiliate (as applicable). Client instructions will be processed outside of the ADGM and may be subject to internal controls of the Bank, its affiliate or other financial institution. Transactions may be executed by the Bank and/or other branches or affiliates of the Bank (or, where necessary, by third party service providers).
- 1.10** The Branch will not provide credit, provide insurance, accept deposits, act as your agent or manage your assets on a discretionary basis as part of its financial services to you and those services would typically be provided either by the Bank and/or another branch or affiliate of the Bank and, in that case, shall be subject to the terms of business between you and the Bank and/or such other branch or affiliate of the Bank. The role of the Branch would ordinarily be limited to arranging transactions and advising on financial products subject to the terms of this agreement.
- 1.11** In relation to the Branch advising on investments, the Branch is an independent advisor and hence the Branch is not required by any arrangement to recommend investments created by any particular person. All clients of the Branch are classified as Retail Clients by default and will be subject to a suitability assessment during the on-boarding process.

General information

- 1.12** This Part 1 includes the general terms that apply to all services provided under the Branch's agreement with you.
- 1.13** Part 2 to Part 5 of these terms and conditions include terms that also apply accordingly if the Branch agrees to provide you with specific services pursuant to your requests from time to time.
- 1.14** Your attention is drawn to the risk warnings in Appendix 1 and any other risk warnings the Branch may provide to you for your information from time to time in respect of certain types of investments, transactions, products or services.
- 1.15** For information about how words or phrases are used in these terms and conditions, please see Appendix 2.

2. The Branch's agreement with you

- 2.1** The Branch's agreement with you comprises:
- 2.1.1** these terms and conditions;
 - 2.1.2** any form provided to you by the Branch that you have completed and submitted to the Branch in which you request to use any services;
 - 2.1.3** the schedule of fees (which will be made available to you via the website or the offices of the Branch upon request or otherwise and applies as amended from time to time); and
 - 2.1.4** any other documents prepared by the Branch containing specific terms applicable to services offered to you by the Branch under these terms and conditions.
- 2.2** In the event of an inconsistency between the terms of the documents described in clause 2.1, the terms shall prevail in the following order:
- 2.2.1** a document of the type described in clause 2.1.4 (if applicable);
 - 2.2.2** a form of the type described in clause 2.1.2;
 - 2.2.3** the schedule of fees; and
 - 2.2.4** these terms and conditions.
- 2.3** The documents set out in clause 2.1 will together form a single binding agreement between you and the Branch. However, please note that these terms and conditions do not override or replace any other terms and conditions you may have separately agreed with the Branch in relation to any accounts, products or services outside of those provided under these terms and conditions.

- 2.4** You agree that these terms and conditions are activated and become a binding agreement between you and the Branch when one or more of the following occurs:
- 2.4.1** the Branch accepts your duly executed form in which you request to use any services;
 - 2.4.2** you use, or agree to use, any services; and/or
 - 2.4.3** further to your request (however made), the Branch agrees to offer you any services provided under these terms and conditions.
- 2.5** You agree that these terms and conditions between you and the Branch will come into effect by any means permitted by applicable law, including pursuant to any implied consent that you may grant by acting in a manner consistent with your indication of acceptance of these terms and conditions, including in accordance with clause 2.4. For the avoidance of doubt, to the extent permitted by applicable law, you will not be required to sign these terms and conditions for them to become a binding agreement between you and the Branch. However, you agree that the Branch reserves the right to require you to do so.
- 2.6** This Part 1 constitutes the generally applicable terms and conditions, and will apply to all services provided under these terms and conditions. You will complete one or more forms in which you will indicate which particular services you wish to obtain from the Branch from time to time. If the Branch agrees to provide you with such services, the corresponding Part will then apply to you accordingly and will become part of your agreement with the Branch.
- 2.7** You may wish to avail yourself of additional services offered by the Branch following the activation of these terms and conditions between you and the Branch. You must complete and submit the relevant form prescribed by the Branch from time to time for the purposes of requesting the provision of the relevant services. If the Branch agrees to provide you with such additional services, the Part of these terms and conditions corresponding to such services will apply to you and your relationship with the Branch and will become part of your agreement with the Branch.
- 2.8** You must be either an existing client, or have applied to become a client, of the Bank under the Bank's consumer and/or wholesale banking terms and conditions as well as the Bank's wealth services terms and conditions, in order to receive services pursuant to the agreement.
- 2.9** To the extent that the terms of the consumer or wholesale banking terms and conditions conflict with these terms and conditions, these terms and conditions shall prevail. You further agree that the Bank may debit, credit or transfer funds to or from accounts held for you without your prior consent or notice in order to process any instructions given by you to the Branch or in respect of any amounts owed by you to the Branch or any third party service provider under these terms and conditions.

Third party service providers

- 2.10** The Branch is entitled to delegate or outsource the performance of any service under these terms and conditions to any suitably qualified and experienced third party service provider, including the Bank or any of its affiliates.
- 2.11** The Branch may also introduce you to a third party service provider (which may be an affiliate of the Bank) and arrange for such third party service provider to provide you directly with services relating to your investments.
- 2.12** The Branch shall not be liable for any liability or loss (including lost profits or loss of opportunity) arising out of or in relation to any services arranged for you by the Branch (including your reliance on any advice or services provided by a third party service provider).

3. How you communicate with the Branch

- 3.1** The Branch may, from time to time and in its discretion, require you to send communications in a specific form or by a specific method, depending on your client profile or the investment service to which the communication relates, or for any other reason that the Branch considers appropriate.
- 3.2** Except as otherwise specified by the Branch from time to time and depending on the nature and content of such communication, such communication may be sent to the Branch
- 3.2.1** in writing, by registered email or by secure messaging through a registered mobile number to the contact details set out on the website; or
 - 3.2.2** via electronic communication channels approved for use by the Branch for the purposes of these terms and conditions from time to time.
- 3.3** In the case of a communication which is a formal communication (such as a demand or notice required to be given under these terms and conditions), this must be delivered by hand or sent by registered post to the Branch's registered address.

- 3.4** All communications will only be deemed to be validly given or served by you when received by the Branch.
- 3.5** In respect of any communications that are required to be made by you in writing, the Branch may (at its option) choose to act upon such communications where they are duly signed by you (in physical or electronic form) or your authorised representatives as per the specimen signature contained in the Branch's records.
- 3.6** The Branch will treat as genuine and process any communications that the Branch believes in good faith to have been issued by you (or your authorised representatives) and the Branch will not be obliged to confirm or verify the authenticity of the communication.
- 3.7** Where the Branch receives instructions or purported instructions by letter, electronic communication or any other method acceptable to the Branch, the Branch may act (or procure that a third party service provider or agent of the Branch acts) without further enquiry as to the identity or authority of the person giving any such instructions or the authenticity of the communication and may treat this as fully authorised by and binding on you. This will be the case regardless of the amount of the transaction or any error, misunderstanding, lack of clarity, fraud, forgery, or lack of authority in relation to the communication, and the Branch will also not be required to obtain further confirmation from you in any form. The relevant Branch representative may choose to perform signature verification in line with the Branch's usual practice and by reference to any signatures supplied to the Branch in accordance with clauses 5 and 7.1.
- 3.8** The Branch may require that any instructions given by telephone should contain a telephone identity number or other identifying code as the Branch may from time to time specify. You will be responsible for any improper use of any such identity number code. The Branch may record telephone instructions using any method convenient to the Branch. In the absence of manifest error, the Branch's record of any instructions will be conclusive and binding.
- 3.9** The Branch will not be liable for any damages incurred in connection with the loss, theft, corruption, alteration or disclosure of any emails, or any other electronic messages or communications (including by the submission of forms made available electronically) between you and the Branch.
- 3.10** The Branch is entitled to refuse to comply with any instructions communicated by you to the Branch pursuant to these terms and conditions. In such circumstances, the Branch will take reasonable steps to notify you in accordance with clause 4. For the avoidance of doubt, the Branch shall not be obliged to provide you with any reason or justification for its refusal to comply with any instructions.
- 3.11** Where instructions are given, forms are submitted or execution pages of documents are provided to the Branch by scanned image, email, a photocopy or any other form (other than the original), the Branch may refuse to act on this until it has received the original. Where the Branch agrees to act in reliance on the copy, you will provide the Branch with the original within the time requested by the Branch for you to do so. If you fail to do this, the Branch will be entitled to reverse any action taken in reliance on the copy, at your cost.
- 3.12** You will indemnify the Branch and any third party service provider (and their respective directors, personnel, agents and correspondents) for all costs and losses, including lost profits, they incur arising out of or in connection with anything done or omitted pursuant to any instructions given by you (whether by email, letter, telephone or otherwise).
- 3.13** Instructions are considered to have been received, on receipt, when they are received during business hours by the Branch, or at the start of the next business day, when they are received outside business hours.

Limitation of liability

- 3.14** While the Branch will take all reasonably practicable steps to ensure that your transactions are secure and all communications between you and the Branch are private and confidential, you agree and understand that electronic communications between you and the Branch are not a completely reliable, secure and confidential means of communication.
- 3.15** If you choose to communicate and/or receive communications through electronic communication channels, it is entirely at your own risk. Accordingly, neither the Branch, the Bank nor its affiliates will be responsible for any liability or loss (including lost profits or loss of opportunity) arising out of or in relation to:
- 3.15.1** the generation, delivery, management and/or receipt of any communications through electronic communications channels;
- 3.15.2** 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;

- 3.15.3** malware arising from any electronic communications; and/or
- 3.15.4** 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 this clause 3.15.

3.16 In addition to any other limitation or exclusion of the Branch's liability under these terms and conditions, the Branch, the Bank and third party service providers will not be responsible for any liability or loss (including lost profits or loss of opportunity) arising out of or in relation to:

- 3.16.1** any unauthorised transaction effected through any electronic communication before you have notified the Branch of the unauthorised transaction or any misuse, loss, disclosure or theft of your information;
- 3.16.2** any fraudulent activity carried out through an electronic communication (unless the fraudulent act was carried out by the Branch);
- 3.16.3** your failure to observe any of your security obligations under these terms and conditions;
- 3.16.4** your access or use of the electronic communication channels provided by the Branch in a manner, or for a purpose, not authorised by the Branch;
- 3.16.5** any loss of any information or instructions in transmission due to unforeseen circumstances;
- 3.16.6** any unauthorised access by any third party to any electronic communication channels provided by the Branch and any of your portfolio information;
- 3.16.7** the delivery, mistaken delivery, deletion or failure to store any instructions communicated via electronic communication channels;
- 3.16.8** transactions that occur pursuant to instructions provided via electronic communication prior to termination of your access to the relevant electronic communication channels provided to you by the Branch;
- 3.16.9** your use of electronic communication channels including, if applicable, any material, data and/or software downloaded or otherwise obtained through the use of electronic communication channels; and/or
- 3.16.10** any damage caused to your hardware or software resulting from your use of electronic communication channels.

4. How the Branch communicates with you

4.1 Any communications or notices required to be given by the Branch (or a third party service provider on its behalf) to you may be delivered by hand in person to you, given in writing sent by mail (postage prepaid) to your address on record with the Branch, through any method of electronic communication including email, SMS, telephone, secure messaging, MobileApp, online via an appropriate website, or through any other means permitted by applicable law. Such communication will be considered to have been received by you where:

- 4.1.1** it has been delivered to you in person on the date of delivery;
- 4.1.2** it has been sent by post to your address on record with the Branch, on the second business day after the day of posting;
- 4.1.3** it has been sent by courier to your address on record with the Branch, on the day upon which the courier company confirms delivery;
- 4.1.4** it has been posted on the Branch's website, on the day upon which such posting comes online; and/or
- 4.1.5** where it is sent by electronic communication, on the day of sending.

4.2 In the event that the Branch receives any communications addressed to you from a third party, the Branch will as soon as is practicable forward any such communications to your address on record with the Branch, or alternatively via any method of electronic communication including email, SMS, telephone, secure messaging or otherwise. The Branch will not be under any further duty in respect of forwarding any mail or other communications to you. The Branch is authorised to charge a fee for forwarding all such communications in such manner as it deems fit. The Branch shall be discharged from any responsibility for any liability or loss (including lost profits or loss of opportunity) arising out of or in relation to your failure to receive any such mail or communications, howsoever arising.

5. Information you must provide

5.1 When requested, you must promptly provide the Branch with all information, documents (including but not limited to, if you are a corporate entity, your constitutional documents and commercial licences), signatures and tax information or self-certifications, which the Branch may require for any purpose. This includes, but is not limited to, enabling the Branch to comply with any applicable law, including the satisfaction of the Branch's anti-money laundering and 'know your customer' requirements in connection with the relationship between you and the Branch, or in connection with any tax obligations. This information may include, but is not limited to, your portfolio information and any further information, documents or certifications about your identity, address, tax residence, nationality or the source of any funds deposited in accounts held or used to purchase any investments or services through the Branch, that the Branch may request from time to time. This also includes any information or documents that the Branch may require for

the purposes of its own internal policies and procedures. Furthermore, additional documents for verification may also be required before any relevant services can be provided to you by the Branch. The Branch will not be liable for any delays or losses (including lost profits or losses of opportunity) that may occur as a result of these requirements.

- 5.2** If you are a corporate entity, you must provide the Branch with the information and documents that it requires in order to enable it to establish the identity of your ultimate beneficial owner, your tax identification number, date/place of birth, residence and/or citizenship and the relevant clarification and/or status and the source of funds for your beneficial owner and/or subsidiaries (as applicable, including constitutional documents and commercial licences).
- 5.3** You agree that (notwithstanding any other provision in these terms and conditions) if you do not provide the Branch with information and documents that the Branch requests, or you provide inaccurate, incomplete or misleading information and documents, the Branch may, among other things:
- 5.3.1** suspend or freeze your account;
 - 5.3.2** terminate its relationship with you; and/or
 - 5.3.3** refuse to process any transaction order or provide you with any further services.

Information and documentary obligations

- 5.4** You warrant, represent and undertake that any information and documents that you provide to the Branch will be complete, true, accurate and not misleading and you authorise and agree to the Branch's verification of any such information and documents from whatever sources it considers appropriate.
- 5.5** If you are a natural person, you must promptly (and in any event within thirty days of the change or of your becoming aware of the likelihood of such change) notify the Branch in writing and keep it updated of any changes in your employment, business, address, nationality, residence status (including tax residence) or any other information and documents that you have provided to the Branch from time to time. If you are or become, or take any steps to become, a citizen of the US or otherwise become subject to US tax obligations, you must immediately notify the Branch in writing.
- 5.6** If you are a corporate entity, you must advise the Branch immediately of any changes in your constitutional documents, commercial licences and any other relevant information and furnish the Branch with any such updated information and documents. Upon update or renewal of any constitutional documents or commercial licences, you must promptly provide the Branch with up-to-date copies thereof, as well as any documents affected by such an update (such as, but not limited to, any party that acts on your behalf in accordance with these terms and conditions). If you are or become, or take any steps to become, an entity domiciled in the US or otherwise become subject to US tax obligations, you must immediately inform the Branch in writing.

Recording telephone calls and other communications

- 5.7** You hereby consent to the recording of telephone conversations between you, and any of your authorised persons, directors, officers and employees, and the Branch's employees and representatives, and to the Branch retaining all communications sent to the Branch 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 authorised persons, directors, officers and employees. You also agree that, to the extent permitted by applicable law, these recordings and all communications may be submitted as evidence in any dispute between you and the Branch.

Records retained by the Branch

- 5.8** The Branch may, throughout the term of your use of any of the Branch's services and any time thereafter, retain any information, communications and documents pertaining to you and the services provided by the Branch to you, in electronic format or by such other methods of storage as may be convenient to the Branch. You agree that printouts or copies of all such documents will constitute conclusive evidence of the genuineness of the contents thereof.
- 5.9** With the exception of cases of manifest error, the information contained in the Branch's records will be conclusive and binding evidence of any transactions facilitated for you by the Branch including but not limited to those effected by instructions given verbally, in writing or electronically and as such, any certificate or any other statement issued by the Branch will be final and conclusive evidence, subject to any right granted to you under these terms and conditions to dispute the accuracy of any such information.

- 5.10** You hereby waive any right which may entitle you to apply for the auditing or production of the records, other than to comply with an order of a court or other relevant authority with jurisdiction over the Branch, provided such orders are provided to the Branch.

Regulatory status

- 5.11** Your acceptance as a client of the Branch is subject to satisfactory clearance of applicable anti-money laundering, sanctions, embargo and other verifications in accordance with applicable law.
- 5.12** You acknowledge that the Branch has provided you with a separate client classification letter in which you are classified as (i) a "Retail Client"; (ii) a "Professional Client"; or (iii) a "Market Counterparty", as each of those three terms is defined in the FSRA rulebook. By entering into the agreement with the Branch, you hereby agree to the classification set out in such client classification letter.
- 5.13** If you have been classified as Professional Client or Market Counterparty, you acknowledge that Retail Clients enjoy a higher level of protection under the FSRA rulebook, as compared to Professional Clients and Market Counterparties, and that you have the right to be re-classified as a Retail Client at any time by notifying the Branch in writing.
- 5.14** You agree that you are responsible for keeping the Branch informed about any change that could affect your categorisation as a Retail Client, a Professional Client or a Market Counterparty (as applicable).
- 5.15** Notwithstanding provisions in these terms and conditions to the contrary, where you are classified as a Market Counterparty, we accept no duty to comment on the suitability or appropriateness of any requested transaction, investment advice, or any other service under these terms and conditions (unless we expressly agree otherwise) and we will not consider such factors when implementing any instructions received from you.
- 5.16** Where we have classified you as a Retail Client or Professional Client, the Branch will undertake a suitability assessment to understand your investment goals and/or objectives and your investment risk appetite.

6. Client money

You acknowledge that in the course of providing the services to you, there will be no physical receipt of client money in the ADGM. Any client money will be received by the Bank or another financial institution outside the ADGM and held in a client account.

7. Your authorised persons

- 7.1** If you wish, you may appoint one or more persons to deal with the Branch on your behalf (for example, to give the Branch instructions or sign certain documents for you). If you wish to do this, you agree that the Branch may ask you and the person you wish to appoint to enter into a separate agreement with the Branch. You must comply with the Branch's or the relevant third party service provider's requirements for the provision of the names and specimen signatures for your authorised persons. You must also promptly notify the Branch of any changes made from time to time to the list of your authorised persons and provide the Branch or the relevant third party service provider with enough time to act on this.
- 7.2** The appointment of such authorised person is subject to satisfactory clearance of applicable anti-money laundering, sanctions, embargo and other verifications in accordance with applicable law by the Branch and/or the Bank.
- 7.3** The Branch is entitled to rely on the list of authorised persons on record with the Branch and on any instruction given by a person included in that list. References in these terms and conditions to you will also be taken to include a reference to your authorised persons, as applicable. For the avoidance of doubt, when acting in the capacity as your authorised person under these terms and conditions, such authorised person and all actions taken and instructions given pursuant to such authorisation, shall be subject to these terms and conditions, as applicable and in particular to clause 3 of Part 1 of these terms and conditions.
- 7.4** The Branch shall not be required to enquire as to the reason for the giving of any instructions nor the content thereof and you shall indemnify the Branch and keep the Branch indemnified on written demand against all losses, claims, actions, proceedings, demands, damages, costs and expenses incurred or sustained by the Branch of whatsoever nature and howsoever arising out of or in connection with the Branch acting or declining to act on instructions provided by your authorised persons.

- 7.5 Any transaction facilitated by the Branch in reliance upon instructions received from an authorised person shall be undertaken in accordance with these terms and conditions.
- 7.6 For the avoidance of doubt, information given by or to one of your authorised persons for the purposes of these terms and conditions shall be considered to have been given by or to you, as appropriate. You are also required to ensure your authorised persons comply with any provisions of these terms and conditions binding on you, as applicable.
- 7.7 In the event of your death or legal incapacity or if you revoke the authorisation provided to the authorised persons, the authority of the authorised persons to act in respect of any account subject to these terms and conditions shall automatically cease to be effective as of the date upon which the Branch receives written notice of such death, legal incapacity or revocation.
- 7.8 You agree that any and all acts and/or instructions of any authorised person shall be binding upon you in the same manner as they would be had such acts and/or instructions been directly committed or given by you.
- 8. Fees, costs and expenses**
- 8.1 You may access the schedule of fees and required investment amounts associated with the services provided to you by the Branch under these terms and conditions at the Branch's registered address upon request or through the Branch's website.
- 8.2 You must pay the Branch the fees it charges for its services in line with the relevant schedule of fees issued by the Branch, as amended from time to time. To the extent permissible under applicable law, the Branch may change the schedule of fees at any time and may charge special rates in relation to services which it considers exceptional in nature provided such exceptional rates are, where possible or required under applicable law, disclosed to you before the relevant service is performed in full compliance, where relevant, with applicable law.
- 8.3 You are also liable for all costs, fees, charges, expenses, levies, taxes and duties arising from or in relation to any dealings conducted on your behalf or services provided to you under these terms and conditions by the Branch and/or its affiliates or any third party service provider appointed in connection with the same. You hereby consent to the Branch deducting any such costs, fees, charges, expenses, levies, taxes and duties from any of your accounts held by the Bank or its affiliates.
- 8.4 For the avoidance of doubt, the Branch is entitled to recover from you any costs, fees, charges, expenses, levies, taxes and duties of any kind paid or payable by the Branch to any fund manager, investment advisor, broker, exchange, regulatory authority, governmental authority, third party custodian or other third party service provider in relation to any investments and account subject to these terms and conditions or any other services provided to you by the Branch, without providing you with any prior notice. You should also be aware that such costs, fees, charges and expenses are not guaranteed to remain at current levels and may change in the future.
- 8.5 You agree that you will increase any sum payable to the Branch under these terms and conditions by such amount as may be necessary to allow for any deductions or withholdings and (if the Branch so requires) authorise the Branch to pay such amounts on your behalf and debit any of the other accounts accordingly with the full amount.
- 8.6 You agree that you will indemnify and hold harmless the Branch and any third party service providers against any liability or loss which the Branch may suffer, pay or incur as a result of or in connection with the performance by the Branch in good faith of its obligations and services to you under these terms and conditions. The Branch will not be required to take any action on your behalf unless fully indemnified to its satisfaction for all costs and liabilities it may suffer as a result.
- 8.7 All amounts payable by you to the Branch under these terms and conditions shall be paid without set-off, deduction, counterclaim or withholding for any reason whatsoever.

9. Your representations, warranties and undertakings

General representations and warranties

- 9.1** You represent and warrant, on an on-going basis throughout the term of this agreement that:
- 9.1.1** you are acting as principal and not as agent on behalf of another person;
 - 9.1.2** if you enter into this agreement with the Branch in a fiduciary capacity for third party beneficiaries, you must disclose to the Branch the identities of the relevant ultimate beneficiaries to the satisfaction of the Branch (including the provision of any information required pursuant to clause 5) and you will indemnify and hold the Branch and its affiliates harmless from any liability or loss that they may incur as a result of you holding the portfolio on trust for such third party beneficiaries;
 - 9.1.3** you have the full power, capacity and authority to:
 - 9.1.3.1** enter into this agreement with the Branch;
 - 9.1.3.2** enter into any transaction contemplated by this agreement; and
 - 9.1.3.3** discharge your obligations in connection with this agreement;
- 9.1.4** this agreement has been duly and validly authorised, executed and delivered by you and is a valid and binding agreement enforceable against you in accordance with its terms;
- 9.1.5** (if you are not a natural person) you are duly organised, validly existing and in good standing under the laws of the jurisdiction of your incorporation;
- 9.1.6** you have read these terms and conditions and all key features documents, you are aware of and understand the risks inherent in making any relevant investments, and you have the necessary level of experience and knowledge to understand the risks involved;
- 9.1.7** you have been provided with, and have read and understood, adequate information regarding any services to be provided by the Branch to you under this agreement, to enable you to make informed investment decisions;
- 9.1.8** you are not a citizen or resident of the US;
- 9.1.9** you are aware that your tax liability (if any) will depend on your own particular circumstances, that the impact and consequences of local or foreign taxation implications remain your responsibility at all times, that you will consult a tax specialist before investing in specific investments and that the Branch will not be liable for any taxes arising from purchases or sales of investments made on your behalf;
- 9.1.10** you have satisfied yourself as to the observance of any applicable law, including obtaining any requisite government or other consents; and
- 9.1.11** any information provided by you in relation to your identity, status, residence or domicile is complete, true, accurate and correct at the time provided.

General undertakings

- 9.2** You must notify the Branch in writing if there is any material change to information you have previously given the Branch at any time, including changes to your citizenship or residency status. This applies in addition to any other requirement in these terms and conditions. If such information changes or appears likely to change, you will notify the Branch in writing promptly and in any event within thirty days of the change or of your becoming aware of the likelihood of such change, together with all information requested by the Branch in relation to such matters (including information the Branch requires pursuant to requests by any competent regulatory or other governmental authority) and you agree that the Branch shall have the right to verify any such information from whatever sources it considers appropriate.

Information and advice

- 9.3** Except for the advisory services provided under Part 2, the Branch will not provide you with any investment advice at any time and will not provide you with any investment appraisal service. You must make your own independent investment decision about investing in any investment, including any investment recommended to you by the Branch pursuant to the services provided under these terms and conditions.
- 9.4** The Branch may from time to time provide you with information on investments and may make information available for inspection or collection at its registered offices. You agree that, unless otherwise agreed by the Branch in writing, such information is provided for information purposes only, and does not constitute a recommendation or investment advice. You agree that:
- 9.4.1** your decision as to whether you invest in any investment will be based on your independent judgment;
- 9.4.2** the Branch accepts no responsibility and shall have no liability whatsoever to you:
- 9.4.2.1** with regard to any investment whether or not in respect of which it has provided information to you; or
- 9.4.2.2** for losses, including lost profits, suffered or incurred by you as a result of or in connection with any purchase, sale or redemption of any investment or any other transaction or instruction made or omitted to be made by you on the basis of any information provided by the Branch as contemplated by these terms and conditions;
- 9.4.3** you are solely responsible for reading and understanding the terms of any investments you apply to invest in (including as to your eligibility to invest in such investments, applicable fees and charges, and tax consequences of such investments, if any) and for understanding the risks relating to investments of that nature;
- 9.4.4** you are solely responsible for determining whether you need independent legal, financial or tax advice from a qualified third party to understand an investment or investment opportunity and/or the specific risks and conditions attached to it; and
- 9.4.5** if you determine in accordance with clause 9.4.4 that you do need independent legal, financial or tax advice from a qualified third party, you are solely responsible for procuring such advice.
- 9.5** If you wish to raise any questions or seek further details in respect of information provided by a third party in relation to an investment, you will address such questions to the Branch in writing and the Branch will use all reasonable endeavours to obtain a written response to such questions from the appropriate representative or issuer of the relevant investment.

Investment terms

- 9.6** You agree to be bound by all the terms and conditions pursuant to which the Bank, its affiliates and/or any third party service providers execute any purchase, sale or redemption of any investment.
- 9.7** You agree to be bound by:
- 9.7.1** the terms of any form issued by the Branch or the Bank, stating that you wish to purchase or sell units in a fund managed by the Bank or its affiliates; and
- 9.7.2** the terms applicable to any investments issued by a third party and purchased by you via a transaction facilitated by services provided under these terms and conditions.

The Branch's rights

- 10.1** You hereby consent and agree that at any time the Branch will have a right to set-off any amounts owed to you by the Branch, the Bank or its affiliates against any liability or other amount owed by you to the Branch, the Bank or its affiliates. The Branch may exercise its right of set-off at any time without further notice to or demand on you and whether or not an event of default has occurred.
- 10.2** At any time after an event of default has occurred, the Branch is entitled to suspend or freeze your account, or terminate this agreement via written notice.
- 10.3** The Branch, the Bank and its affiliates will use reasonable efforts to ensure the availability of and access to investment services through electronic means, such as electronic banking or MobileApp, in accordance with these terms and conditions. However, availability and access to one or more of these investment 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:
- 10.3.1** in order for the Branch to carry out any planned or unplanned and regular or one-off upgrades, maintenance or repairs of the Branch's premises, banking systems or website; or
- 10.3.2** which may occur as a result of a delay or disruption to any service or system used by the Branch in providing or processing investment services under these terms and conditions.
- 10.4** To the extent permitted under applicable law, the Branch, the Bank and its affiliates shall not be responsible for, and you shall indemnify and hold harmless the Branch, the Bank and its affiliates from and against, any liability arising directly or indirectly out of any service disruption referred to in clause 10.3.

Changing these terms and conditions

- 11.1** To the extent permitted by applicable law, the Branch may change, replace, supplement or delete any of these terms and conditions at any time. If there are any changes to these terms and conditions, the Branch will give you notice of such changes through:
- 11.1.1** the website and/or via email;
- 11.1.2** SMS, MobileApp, secure messaging or internet banking; and/or
- 11.1.3** any other means of communication as deemed appropriate by the Branch.
- 11.2** Any such change will take effect 14 days after notice of such change has been provided to you. You will be deemed to have accepted and agreed to the changes to these terms and conditions notified in accordance with clause 11.1 (without reservation) if you do not object to such changes by way of written communication to the Branch in accordance with clause 3 within 14 days of the date of the notice of such changes. If you object to those changes or any other part of the agreement, the Branch will have the right to terminate this agreement with you.
- 11.3** For the avoidance of doubt, the rebranding or renaming by the Branch of any of the Branch's services will not be construed as a change to the terms of these terms and conditions. The Branch will have the unrestricted right to change the branding or name of any of its services at any time and without any obligation to notify you.

12. Ending this agreement

- 12.1** This agreement may be terminated, in whole or in part (including any Part), immediately and at any time by the Branch pursuant to a written communication provided by the Branch to you in accordance with clause 4. The Branch will not be obliged to give reasons for the termination, unless required by applicable law.
- 12.2** This agreement may also be terminated by you giving to the Branch not less than 30 days' notice provided in accordance with clause 3. You are entitled to terminate the provision by the Branch of services under a particular Part in relation to a portion of your overall services, in which case the provisions of this clause 12 will apply with such modifications as appropriate in the circumstances.
- 12.3** Following termination pursuant to this clause 12, the Branch shall determine whether to complete the facilitation of any outstanding transactions or obligations. For the avoidance of doubt, you agree that you shall be responsible for the payment of any costs, fees, charges, expenses, levies, taxes and duties incurred by the Branch, the Bank, its affiliates or any third party service providers in relation to any such outstanding transactions at the time of termination.
- 12.4** On termination of this agreement, any and all amounts due from you to the Branch, the Bank, its affiliates or any third party service providers under or in connection with these terms and conditions (including any costs or fees incurred or to be incurred in connection with its termination and any contingent and future liabilities) shall become payable immediately, and you will be responsible for the settlement of any unpaid sums.

12.5 In addition to the Branch's general power to terminate this agreement under clause 12.1, the Branch is entitled to terminate this agreement without further notice to you if its reasonable attempts to communicate with you using your address or any other contact details on record with the Branch are unsuccessful. In such case, the other provisions of this clause 12 will continue to apply in the ordinary manner.

12.6 If this agreement is terminated, the Branch is entitled to receive:

12.6.1 a proportionate amount of its periodic fees calculated on a daily basis up to and including the date of termination; and

12.6.2 full reimbursement of all out-of-pocket costs and expenses incurred by the Branch, the Bank, its affiliates or any third party service providers of the Branch as a result of such termination.

13. Legal compliance

13.1 You agree that you must comply with all applicable law at all times, and you will provide the Branch with all reasonable assistance or information requested by the Branch from time to time to enable the Branch, the Bank, its affiliates or third party service providers to discharge their obligations under all applicable law.

13.2 Nothing in these terms and conditions will oblige the Branch to act in breach of any applicable law or its internal policies. In particular, nothing in these terms and conditions will oblige the Branch to facilitate a transaction if:

13.2.1 that transaction would be contrary to any applicable law, including any related to anti-money laundering and countering the financing of terrorism;

13.2.2 that transaction would be contrary to the constitutional documents of the Branch or the Bank, as amended from time to time;

13.2.3 that transaction would be contrary to these terms and conditions or the internal policies and procedures of the Branch, the Bank, its affiliates or any third party service providers;

13.2.4 that transaction would be contrary to the constitutional documents of the entity in which you intend to invest; or

13.2.5 the Branch, the Bank, its affiliates or any third party service providers (for their own account or on behalf of one or more other clients) already hold existing investments in the entity in which, or related to which, you intend to conduct a transaction and the Branch, the Bank, its affiliates or the relevant third party service providers would (as a result of the proposed transaction) be compelled by applicable law or by the constitutional documents of the relevant entity to take any action, or refrain from taking any action, in respect of its own shareholding, or in relation to any other shares in the entity concerned.

13.3 Clients of the Branch who are citizens, residents or domiciles of certain jurisdictions, or who may become citizens, residents or domiciles of certain jurisdictions, may be subject to investment restrictions including restrictions on receiving offering or marketing materials in respect of certain investments. You will be responsible for complying with any applicable law that applies to you in this regard and shall immediately notify the Branch in writing of any such restrictions you are subject to or that you become aware of. The Branch reserves the right to refuse to process any instructions that could give rise to any breach of any applicable law.

13.4 You must not place any instructions with the Branch unless you have obtained all required approvals (if any) to invest in the relevant investment and have taken steps to ensure that the placing of the instructions will not give rise to any breach of applicable law.

14. Limits as to the Branch's obligations

14.1 Although the Branch is generally willing to provide you with relevant services, it will not be under any obligation to facilitate any particular transaction or to accept or act in accordance with any particular instruction. In particular, you agree that:

14.1.1 the Branch will not be obliged to accept any investment orders in respect of investments in whole or in part;

14.1.2 neither the Branch, the Bank, its affiliates nor any third party service providers shall have any responsibility or liability for ensuring that the provider of a relevant investment allots relevant investments to you;

14.1.3 neither the Branch, the Bank, its affiliates nor any of its third party service providers shall have any responsibility for any liability or loss (including lost profits or loss of opportunity) which you may suffer or incur as a result of, or in relation to, any refusal by the Branch, the Bank or any third party service provider to accept any order from you or of a refusal to accept or delay in processing such an order by the provider of the relevant investment; and

14.1.4 where the Branch has accepted an order, the Branch's sole responsibility is to implement your instructions, subject to these terms and conditions.

- 14.2** Neither the Branch, the Bank, its affiliates, nor any third party service providers will be liable or responsible for any:
- 14.2.1** loss of or depreciation in value of your investments. Furthermore, the Branch will not be responsible for any loss resulting from the acts, omissions or insolvency of any issuer of investments or any third party broker, trader, market maker or dealer, exchange, depository, third party service provider, agent or nominee selected by the Branch in good faith to facilitate any transaction in relation to your investments and/or provide safe custody of any of your investments;
- 14.2.2** act or omission in relation to its duties under these terms and conditions (including a failure to act on any investment orders or instructions received from you or failure to act on a timely basis) except to the extent that such act or omission arises from the Branch, the Bank, its affiliates or any third party service provider's gross negligence or wilful misconduct;
- 14.2.3** indirect, special, moral or consequential loss;
- 14.2.4** content, functionality or failure of any electronic communication channels or software, including any mobile application software (or apps) used or provided to you by the Branch, the Bank or a third party service provider, even if the Branch refers or otherwise makes such electronic communication channels or software available to you. The Branch is not responsible for any aspect of your relationship with any such third party service provider (including with respect to its treatment of your information) or any other conduct of any third party;
- 14.2.5** imperfection, mechanical or operational failure or other failure of any electronic communication channels or any other relevant communication channels including internet, cable, telephone or postal systems; or
- 14.2.6** failure to perform obligations under these terms and conditions to the extent that such performance is restricted or prohibited by any act or omission of a government or another force majeure event beyond the Branch's control.
- 14.3** The Branch, the Bank and third party service providers do not give any guarantee or warranty as to the safety or performance of any of your investments or any overall investment strategy you may agree with the Branch. Unless the Branch is guilty of gross negligence or wilful misconduct, you alone will be responsible for any liability or loss (including lost profits or loss of opportunity) arising out of or in respect of your portfolio or any account in relation to which services are provided pursuant to the terms of these terms and conditions. For the avoidance of doubt, you alone will be responsible for any losses, including lost profits, arising out of or in relation to any instructions you provide to the Branch or any other services provided by the Branch under these terms and conditions.
- 14.4** Fluctuations in the value of investments and the income from them and changes in profit and exchange rates mean that the value of any portfolio of yours may rise or fall. Such fluctuations in value and deductions for charges and expenses mean that you may incur losses. You agree that you will be responsible for any losses, including lost profits, arising out of or in relation to such fluctuations when you submit instructions to the Branch under these terms and conditions.
- 14.5** Investments that are not bank deposits are not guaranteed or endorsed by, and do not constitute obligations of, the Branch, the Bank or its affiliates. The Branch is not in any way or to any extent responsible for the financial or other performance of investments bought or sold by you as contemplated by these terms and conditions.
- 14.6** Where you invest in investments, you agree to comply with any relevant terms applicable to the investment and acknowledge that the issuer or manager will have the discretion to accept or reject your subscription request. The Branch will not be responsible for any liability or loss (including lost profits or loss of opportunity) arising out of or in connection with your non-compliance with any of the relevant terms applicable to such investments.
- 14.7** The Branch will be under no duty to take into consideration any risk profile questionnaire or any other similar risk profile assessment which it undertakes in relation to you unless it is under a positive regulatory obligation to do so.
- 14.8** Nothing in these terms and conditions shall exclude or restrict any liability where this is prohibited by any applicable law.

15. Timing

15.1 In terms of timing:

15.1.1 if the Branch receives a transaction order and any other documents and information that may be required to process the relevant transaction order from you in respect of an investment by 11am UAE time on the dealing day prior to the trade date, the Branch will use all reasonable endeavours to send by email, facsimile, letter or any other reasonably acceptable method such instructions to the appropriate issuer or third party service provider in respect of the relevant investment in time for the transaction to take place on the desired trade date; or

15.1.2 if otherwise, the Branch will use all reasonable endeavours to send by email, facsimile, letter or any other reasonably acceptable method any such instructions to the appropriate third party service provider in respect of the relevant transaction in time for the relevant transaction to take place on the next possible trade date,

2. provided that, if applicable, any necessary subscription or other money required to be paid by or on behalf of you in respect of the proposed transaction is available in freely available cleared funds in your portfolio. In this clause 15, **trade date means the date on which an investment order relating to an investment is transacted and dealing day (in relation to a particular investment) means a day on which that product is traded in the ordinary course of business.**

15.2 Further information in respect of dealing days and specified cut-off times for the receipt of instructions, orders or other applications can be obtained from the Branch on request.

15.3 In any case, the Branch will not be obliged under any circumstances to take any action to process transaction instructions outside of normal banking business hours in the jurisdiction in which the relevant transaction instructions are communicated to the Branch and/or in which the relevant investment is purchased or sold, or (if different) outside the dealing days applicable to the relevant investment.

16. Conflicts of interest

16.1 The Branch's services are provided on a non-exclusive basis. The Branch, the Bank and its affiliates and third party service providers are therefore allowed to perform any relevant services for third parties or other clients as they wish, and will not be required to:

16.1.1 account to you for any benefit they receive for doing so; or

16.1.2 disclose to you any fact or thing which may come to the notice of the Branch, the Bank, its affiliates or any third party service providers in the course of providing such services to others or in the course of their business in any other capacity or in any manner whatsoever otherwise than in the course of carrying out their duties under these terms and conditions.

16.2 The Branch, the Bank, its affiliates or any third party service providers are entitled, to the extent permissible under applicable law, without providing you with any notice, to:

16.2.1 conduct transactions in which they may have, directly or indirectly, a material interest; and

16.2.2 receive any commission or non-financial incentives from any other firm in connection with orders placed, or services purchased, on your behalf or in connection with any investments in respect of which services are provided to you under these terms and conditions.

16.3 The Branch's, the Bank, its affiliates' and any third party service providers' fees will not be reduced or abated by this.

16.4 In particular, you acknowledge that the Bank, its affiliates and third party service providers may receive a selling or placing commission (however described) from the issuer, promoter or seller of any investments in respect of which they provide information to you under these terms and conditions and you agree that the Bank, its affiliates and third party service providers are entitled to retain this for their own benefit. More detailed information will be provided upon request.

16.5 You agree that, in certain circumstances, the Branch, the Bank, its affiliates and third party service providers may take proprietary positions or recommend transactions to clients that are contrary to the investments in your portfolio, and the Branch is under no obligation to disclose the same.

17. Complaints

- 17.1** If you have any cause for complaint in relation to any aspect of your relationship with us, your complaint should be addressed to:
- Abu Dhabi Commercial Bank PJSC, ADGM Branch
 - 10th Floor, Sila Tower
 - ADGM Square, Al Maryah Island
 - Abu Dhabi, UAE
- 17.2** A copy of the Branch's complaints handling procedures is available free of charge upon request.

18. Confidentiality

- 18.1** Any information of a confidential nature that you provide to the Branch (whether obtained in the course of the Branch providing services under these terms and conditions or otherwise) will be held in strict confidence by the Branch, and the Branch shall take all steps reasonably necessary to preserve the confidentiality thereof. The Branch will not disclose confidential information unless the disclosure is required by applicable law or regulation.
- 18.2** You agree to keep confidential, and not to disclose to any person or otherwise make use of, any information concerning your investments, including any agreed fee arrangements, commissions paid, portfolio holdings, advice, model portfolios, investment strategies and transactions, unless the disclosure is required by applicable law or you have obtained the Branch's prior written consent.

Security measures

- 18.3** Except as otherwise set out in these terms and conditions, all security information is confidential between you and the Branch. If you disclose any confidential information to any third party, you do so at your sole risk and responsibility.
- 18.4** You must ensure that no unauthorised party will have access to your confidential information or any other items or information relating to your relationship with the Branch that the Branch requires you to keep confidential and secure. You must take all necessary care to prevent any unauthorised access to such information or items. This includes, but is not limited to, the following measures:
- 18.4.1** not responding to any request asking for your security information, even if such request appears to have been made by the Branch;
 - 18.4.2** not selecting a password that is easy to guess. In particular, you should not choose a password that contains or represents your date of birth, part of your name or any of your personal details (such as your telephone number) that are accessible to third parties;
 - 18.4.3** regularly changing your password and regularly scanning your computer and/or mobile device for viruses;
 - 18.4.4** keeping your computer and mobile device software up-to-date, safe and secure;
 - 18.4.5** not leaving your computer or mobile device unattended and not recording your security information in a legible way or storing it all together or on any software that saves it automatically;
 - 18.4.6** only using secure websites to effect online investment transactions; and/or
 - 18.4.7** complying with any security requirements introduced by the Branch from time to time.
- 18.5** If you become aware or suspect that any part of your security information has been lost, stolen or disclosed to a third party (for example, if your computer is lost or stolen), or you become aware of any unauthorised access to the services provided to you, you must immediately contact the Branch and follow any instructions given to you by the Branch. Such instructions may include requiring you to change your security information, close your portfolio and open a new one or take any other actions that the Branch may require.
- 18.6** Unless and until you notify the Branch of the loss, theft or disclosure of your security information or any unauthorised access in accordance with this clause 18, you will be responsible for any unauthorised access to your services and you will indemnify and hold harmless the Branch, the Bank and its affiliates from any loss arising out of such unauthorised access.

19. Data protection

- 19.1** The Branch acknowledges that, in providing the services to you as described under these terms and conditions, it will act as a data controller in respect of your personal data (as those terms are defined under the ADGM Data Protection Regulations 2021). The Branch is committed to processing your personal data in accordance with the ADGM Data Protection Regulations 2021 and any other applicable data protection laws.
- 19.2** Any personal data that you provide us will be processed in accordance with the ADGM Data Protection Regulations 2021 and our Privacy Notice. Our Privacy Notice explains what personal data we collect from you; how and why we collect, store, use, and share such data; your rights in relation to your personal data; and how to contact us any supervisory authorities if you have a query or complaint about the use of your personal data. You can access our Privacy Notice at [insert link](#) or request a copy from us at any time.
- 19.3** You agree that for the purposes of the ADGM Data Protection Regulations 2021 the Branch may process, store, transfer and disclose, your personal data (including where applicable, personal data in relation to your beneficial owners, your portfolio information, information regarding your investments and/or your use of any of the Branch's services) to the following recipients:
- 19.3.1** its affiliates (including their employees, directors and shareholders) who are under a duty of confidentiality to the Branch;
- 19.3.2** any actual or potential participant or sub-participant in relation to any of the Branch's rights and/or obligations under any agreement with the Branch;
- 19.3.3** any court or tribunal or regulatory, supervisory, tax or other governmental or quasi-governmental authority where the Branch:
- 19.3.3.1** is or may be required to comply with, or may decide to observe voluntarily and comply with, applicable law including the applicable law of jurisdictions in which the Branch or its clients operate and jurisdictions through which the Branch or its correspondents effect payments;
- 19.3.3.2** is or may be required by applicable law, any applicable FATCA/CRS Obligations (or any similar obligations) insofar as they may apply to the Branch, any applicable agreement with tax authorities, or its own policies, to report such information to:
- (a) any international, national or local government or regulatory body or authority; or
- (b) the tax authorities in any country where the Branch maintains accounts for you or where the Branch reasonably thinks or is required to presume that you are subject to tax; or
- 19.3.3.3** complies or seeks to comply (on a voluntary or mandatory basis) with any disclosure obligations under any tax obligations;
- 19.3.4** any credit bureau (including to the Al Etihad Credit Bureau) or reference agencies as the Branch chooses to use from time to time for the purposes of obtaining or providing credit references and other information;
- 19.3.5** any affiliates or third party service providers through which the Branch provides services to you as an intermediary, including investment management and including in relation to any investments and services;
- 19.3.6** any party that the Branch reasonably believes to be acting on your behalf, payment recipients, beneficiaries of your portfolio, nominees, intermediaries, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges or companies in which you have an interest in securities (where such securities are held by the Branch for you);
- 19.3.7** any party to a transaction acquiring an interest in, or assuming risk in, or in connection with your consumer or wholesale banking relationship with the Bank;
- 19.3.8** any party for the purpose of enforcing or preserving the Branch's rights against you, such as where there are any proceedings brought by the Branch against you or vice versa, or by any third party against you or the Branch in respect of any investments or services offered by the Branch to you, or transactions with the Branch, or to any external debt collection agency for the purposes of collection of any overdue debts you may owe to the Branch;
- 19.3.9** any party that the Branch engages for the purpose of processing your transactions or for the purpose of processing or storing your information, whether in the UAE or abroad;
- 19.3.10** any party if the Branch determines that such disclosure will prevent or recover losses to the Branch; and/or
- 19.3.11** any party pursuant to the Branch's internal operational requirements (including risk management, system or product development and planning, audit and administrative purposes).
- 19.4** For the purposes of each or any of the disclosures referred to above, you expressly waive, so far as permitted by applicable law, any right to secrecy that you have under any applicable law.
- 19.5** You will indemnify and hold harmless the Branch, its affiliates and any third party service providers from any liability or loss (including lost profits or loss of opportunity) arising out of or in relation to any disclosures made under the circumstances set out in this clause 19, or any similar circumstances.
- 19.6** Any transfer of your information pursuant to this clause 19 may, from time to time, involve transferring your information

outside of the ADGM to a jurisdiction that does not provide the same level of data protection as the ADGM, such as standard contractual clauses or other mechanisms permitted under the ADGM Data Protection Regulations 2021.

Use of credit references by the Branch

19.7 The Branch may at any time request any information relating to you that the Branch considers appropriate from its affiliates, your employer, any financial institution, credit bureau or reference agency (including the Al Etihad Credit Bureau) or any other source that the Branch considers necessary, to assess your ability to meet your commitments. You hereby authorise the Branch (or any of its affiliates on its behalf) to make such enquiries and to obtain such credit references or other relevant information about you.

20. Tax

20.1 As part of their compliance with any tax obligations, the Branch and/or its affiliates may be required to withhold tax on any payments of foreign source income, as well as gross proceeds from the sale of securities that generate foreign source income.

20.2 Any payments made to you, or funds held for you, may be subject to withholdings required to be made by, or imposed on, the Branch or its affiliates from time to time in connection with your non-compliance with applicable tax obligations or breach of the relevant obligations in this clause 20.

20.3 No additional amount will be payable to, or held for, you by the Branch or its affiliates, to compensate for such withholdings made under applicable tax obligations.

VAT

20.4 Unless expressly agreed otherwise by the Branch, all amounts owed by you to the Branch in relation to these terms of business are exclusive of VAT.

20.5 Unless expressly agreed otherwise by the Branch, where the Branch 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 Branch shall provide a valid VAT invoice or other documentary evidence in the form prescribed by the laws and regulations applicable to VAT.

20.6 Where the law requires you to account for the VAT under the reverse charge mechanism or otherwise to the relevant tax authority, and the Branch 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-UAE VAT identification number to the Branch and will account for all VAT due in the relevant jurisdiction, and no VAT will be due to the Branch in addition to the consideration.

20.7 If you believe you qualify for a supply subject to the zero-rate for UAE VAT purposes, you must provide the Branch with confirmation that you meet the statutory conditions, using the method prescribed by the Branch. However, the final determination of whether the information and confirmation provided are sufficient to apply the zero-rate rests solely with the Branch.

20.8 Where you have agreed to pay, repay or reimburse the costs, fees, charges or expenses of the Branch in connection with services provided by the Branch to you under this agreement, other than where it gives rise to a taxable supply by the Branch, you shall also reimburse the Branch for any part of such cost, fee, charge or expenses (or proportion of it) which represents VAT, save to the extent that the Branch 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.

20.9 Where pursuant to this agreement you are rendering taxable supplies to the Branch on which you are obliged to account for VAT, the consideration for such supplies shall be deemed inclusive of any VAT chargeable.

20.10 Where this agreement allows for suspension or termination where you fail to pay or delay in paying what is due to the Branch, this shall include failure to pay or delay in paying the VAT in addition to the consideration when due in accordance with this agreement.

20.11 Where the consideration for any taxable supply of goods or services is subsequently adjusted, including (without limitation) on a termination of this agreement, 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.

20.12 If the Branch is uncertain about the VAT implications of any supplies of goods or services pursuant to this agreement 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.

20.13 You will promptly provide the Branch with all information it requires or requests to comply with its VAT obligations arising from this agreement.

Indemnity

20.14 Neither the Branch nor its affiliates will be responsible for, and you will indemnify and hold harmless the Branch and its affiliates from, any liability:

20.14.1 arising out of their compliance with any applicable laws, any tax obligations, agreements with tax authorities, or their own policies caused by your breach or noncompliance with these terms and conditions and/or applicable laws;

20.14.2 arising out of any failure or shortfall by the Branch or its affiliates to comply with their obligations under clause 20.8 above caused by your breach or noncompliance with these terms and conditions and/or applicable laws;

20.14.3 for any delays, suspensions, attachments, holds and/or any resulting unavailability of funds for not following your instruction to pay due to their obligations relating to the applicable laws; and/or

20.14.4 in connection with any determination that any funds, accounts, or investments constitute 'US source income' or other determinations related to compliance or actions taken to comply with applicable tax obligations and that any determination or action taken by the Branch or its affiliates, howsoever made will be final and binding upon you.

20.15 For the avoidance of doubt, you agree that neither the Branch nor any of its affiliates have given you any tax or other legal advice and you are solely responsible for taking tax or legal advice in connection with any investment services provided to you by the Branch.

21. Sanctions and regulatory compliance

Sanctions and regulatory compliance obligations

21.1 You hereby warrant and represent that:

21.1.1 the monies used to fund your portfolio have not been and will not at any time be derived, directly or indirectly, from or be related to any illegal activities, including money laundering activities or terrorism financing, and the proceeds from your relationship with the Branch will not be used to finance any illegal activities in any jurisdiction whatsoever;

21.1.2 you and your affiliates are not, and will not become, restricted persons;

21.1.3 neither you nor any of your affiliates:

21.1.3.1 is engaging in or has engaged in any transaction or conduct that could result in you or your affiliates becoming a restricted person;

21.1.3.2 is or ever has been subject to any claim, proceeding, formal notice or investigation with respect to sanctions;

21.1.3.3 is engaging in or has engaged in any transaction that evades or avoids, or has the purpose of evading or avoiding, or breaches or attempts to breach, directly or indirectly, any sanctions applicable to, or that targets, you or your affiliates; or

21.1.3.4 has engaged in or is engaging, directly or indirectly, in any trade, business or other activities with or for the benefit of any restricted person;

21.1.4 you and your affiliates are not, and will not be, named on any sanctions list;

21.1.5 you are not, and will not become:

21.1.5.1 located or domiciled in any country that is a prohibited country; or

21.1.5.2 an entity or person with whom dealings are or may be restricted pursuant to applicable law;

21.1.6 you are not and will not in any way be connected to a person or entity, or engaged, either directly or indirectly, in commercial activity of any kind with any person or entity that is a restricted person or that is located or domiciled in a prohibited country;

21.1.7 you will not use any:

21.1.7.1 of the Branch's services;

21.1.7.2 of your investments maintained with any custodian; and/or

21.1.7.3 other funds resulting from your relationship with the Branch, for any transaction, either directly or indirectly, with any person located or domiciled in a prohibited country, with any restricted person, or for any unlawful purposes; and

21.1.8 you will not:

21.1.8.1 send, transfer, use, lend, contribute or otherwise make available any amount or any of your investments or funds to any person for the purpose of financing the activities of, or otherwise for the benefit of, any restricted person, any country, state, or other party subject to any restrictions under applicable law;

21.1.8.2 send, transfer, use, lend, contribute or otherwise make available all or any part of any assets lent or made available to you, held on your behalf, or otherwise transferred to you, by the Branch directly or indirectly, for the purpose of financing any trade, business or other activities involving, or for the benefit of, any restricted person, or any party listed on a list of terrorist organisations or any entities or individuals affiliated in any manner thereto;

21.1.8.3 engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or breaches or attempts to breach, directly or indirectly, any applicable law and in particular any applicable law relating to anti-money laundering or counter-terrorism financing; and/or

21.1.8.4 fund all or part of any payment to the Branch out of proceeds derived from business or transactions with any restricted person or any person affiliated in any manner thereto, or from any action which is in breach of any applicable law.

21.2 The Branch 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 Branch (and, for these purposes, no account shall be taken as to whether such sanctions are applicable to the Branch).

21.3 The Branch shall be entitled to freeze any funds and/or other assets held by, or on behalf of, or otherwise in connection with you, if you and/or any of your affiliates become subject to any asset freeze or similar restrictions under any sanctions.

21.4 You shall immediately notify the Branch in writing upon becoming aware (and provide full details), if you or any of your affiliates:

21.4.1 becomes, or is reasonably likely to become, a restricted person;

21.4.2 has any dealings with any restricted person; or

21.4.3 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.

The impact of the Branch's compliance with tax, sanctions and regulatory regimes

21.5 The Branch may voluntarily comply with any applicable law and may interpret applicable law to take any measure whatsoever to comply therewith including:

21.5.1 prohibiting additional transactions or investments by you or your affiliates;

21.5.2 declining to provide any services to you or your affiliates;

21.5.3 suspending or terminating your and/or your affiliates' use of the Branch's services; and/or

21.5.4 taking such other steps and/or actions as the Branch deems necessary to comply with applicable law.

22. General matters

22.1 For the avoidance of doubt, if any term in these terms and conditions is held or deemed to be void or unenforceable, the other terms will remain in full force and effect.

22.2 These terms and conditions are made for your and the Branch's benefit only and are not intended to benefit or be enforceable by any third party. However, the Branch, the Bank, its affiliates and third party service providers will have the right to enforce any right and/or benefit conferred upon them in these terms and conditions.

22.3 You agree that the Branch may transfer, assign and/or novate any of its rights (in whole or in part) and/or obligations under these terms and conditions to any third party, including any affiliate of the Bank. Pursuant to such right, the Branch may include any receivables in respect of your financial obligations to the Branch. You are not entitled to transfer, novate or assign any of your rights or obligations under these terms and conditions to any person without the Branch's prior written consent.

22.4 On your death or legally recognised declaration of incapacity or incapability, the Branch is entitled to terminate or suspend the performance of these terms and conditions until it has received satisfactory evidence of the authority of any heirs, successors, executors or trustees, as the case may be. However, all acts performed by the Branch, its affiliates or any third party service providers prior to receiving written notice of such death (or incapacity or incapability) shall be valid and binding on you and/or your successors in title (as appropriate).

22.5 In case of any discrepancy, contradiction or differing interpretation between the English and Arabic versions of these terms and conditions (or any other document provided to you by the Branch, including any other agreements between you and the Branch) or any other document or file relating to it, the English version will prevail.

- 22.6** Where these terms and conditions provide that the Branch is entitled, permitted or authorised to do or decide something (however this is referred to), it is entitled to do so in its discretion unless expressly stated otherwise.
- 22.7** By using any services pursuant to these terms and conditions, you agree (on demand by the Branch from time to time and at your sole cost) to execute and deliver promptly (or cause to be executed and delivered) all documents, deeds and instruments that the Branch considers necessary or expedient to enforce or facilitate any rights, authorities and discretions intended to be vested in the Branch pursuant to these terms and conditions.
- 22.8** No failure by the Branch to exercise and no delay by the Branch in exercising any right or remedy under these terms and conditions will operate as a waiver of that right or remedy, nor will any single or partial exercise of any right or remedy prevent any further or other exercise of that right or remedy or the exercise of any other right or remedy that may be available under these terms and conditions or otherwise at law.
- 22.9** The Branch and you shall make every effort to resolve amicably, by direct negotiation, any disagreement, dispute, controversy or claim arising out of or in connection with these terms and conditions including any question regarding the existence, validity, interpretation, breach or termination of this agreement.
- 23. Governing law and jurisdiction**
- 23.1** This agreement between you and the Branch, including these terms and conditions and any non-contractual obligations arising out of or in connection with them are governed by and construed in accordance with the laws, regulations and rules applicable in the ADGM.
- 23.2** In the event of a dispute between you and the Branch, you irrevocably agree that the courts of the ADGM will have (save for the exceptions granted in the Branch's favour below) exclusive jurisdiction over all matters arising out of or in connection with the agreement or its subject matter or formation including any question regarding its existence, validity or termination.
- 23.3** If the Branch decides to commence a claim against you in the ADGM SCD, you and the Branch both expressly agree that such claim may be made for any amount up to and including USD 100,000, or for such greater amount as may be within the jurisdiction of the ADGM SCD from time to time.
- 23.4** Clause 23.3 shall be for the benefit of the Branch only. The Branch will not be prevented from bringing proceedings relating to a dispute with you in any jurisdiction outside the ADGM (and for the avoidance of doubt, this will include any jurisdiction in which you may be (or have been) registered, incorporated, resident, domiciled or hold assets). To the extent permitted by applicable law, the Branch may bring, issue, commence or pursue concurrent proceedings in any number of jurisdictions.
- 23.5** You irrevocably agree to submit to the courts of any jurisdiction where the Branch 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.
- 23.6** Irrespective of your place of residence or domicile:
- 23.6.1** you irrevocably agree to accept service of process by any methods selected by the Branch (to the extent permissible under applicable law) for proceedings in any applicable court or jurisdiction, which methods will include, but not be limited to, service of process by way of:
- 23.6.1.1** courier, email or registered mail to your address on record with the Branch;
- 23.6.1.2** publication in one or more daily newspapers in the UAE or in your jurisdiction of domicile or residence (as the case may be) or such other jurisdiction as the Branch deems appropriate; and/or
- 23.6.1.3** any other forms of communication, notification or publication permitted from time to time under applicable law, for service of process;
- 23.6.2** you hereby consent to process being served by any party permitted under applicable law (including by the Branch itself and/or by any such party on the Branch's behalf where the applicable court has given approval for service of process via such method); and
- 23.6.3** you agree that to the extent permissible under applicable law, such service of process will satisfy all requirements to establish personal jurisdiction over you and the applicable court.
- 23.7** The Branch may use copies, printouts or electronic versions of email, SMS and other electronic transmissions and data, as well as any of its records, including recordings of telephone conversations between you and the Branch's employees, as evidence in any court, arbitral or other legal proceedings.
- 23.8** You agree that, if requested by the Branch, you will, at your expense, appoint a process agent nominated by the Branch to accept service of process upon you.

PART 2 : ADDITIONAL TERMS FOR INVESTMENT ADVISORY SERVICES

1.Application

This Part 2 shall apply to you if the Branch provides you with advisory services in relation to your portfolio.

2.Appointment

You appoint the Branch to provide advisory services to you in relation to your portfolio.

3.Commencement

Where this Part 2 applies, it will come into effect on the date agreed by you and the Branch in writing, or if earlier, the date upon which the Branch provides you, or agrees to provide you, with investment advisory services pursuant to this Part 2, notwithstanding whether or not this has been agreed in writing.

4. The Branch's responsibilities

- 4.1 You will from time to time communicate and agree with the Branch in accordance with clauses 3 and 4 of Part 1 as to the extent of the investment advice that you are seeking from the Branch pursuant to this Part 2. The provision of any investment advice pursuant to this Part 2 shall always be subject to applicable law. For the avoidance of doubt, the Branch shall retain discretion as to what investment advice it will offer you pursuant to this Part 2 on a case by case basis. The Branch shall also be entitled to refuse to provide you with any particular investment advice without providing you with any explanation or reason for its decision to refrain from providing such investment advice.
- 4.2 You will from time to time communicate and agree with the Branch in accordance with clauses 3 and 4 of Part 1 as to which investments and/or other assets are to be included in your portfolio and/or considered by your investment advisor for the purposes of providing investment advisory services. These investments and/or other assets may be updated as agreed between you and the Branch from time to time. The Branch will not be responsible for providing any investment advice in relation to any other investments and/or assets you hold even where the Branch has been made aware of those investments and/or assets.
- 4.3 The Branch will rely on the suitability assessment (if any) undertaken in accordance with clause 5.15 of Part 1 when providing you with advisory services pursuant to this Part 2.
- 4.4 The Branch will not have any discretion to make investment and/or transaction decisions on your behalf. The Branch will only act in line with your specific instructions which must be provided to the Branch in accordance with Part 4. This means that you are solely responsible for evaluating the Branch's investment advice and recommendations provided pursuant to this Part 2 and that you shall retain sole responsibility, liability and discretion as to whether or not you choose to instruct the Branch in accordance with Part 4 in relation to any specific investment advice or recommendations provided to you pursuant to this Part 2.
- 4.5 The Branch may provide you with research prepared by third party service providers. The Branch will only do this where the Branch is reasonably satisfied that the third party service provider is reliable. However, you agree that the Branch does not make any representations as to the accuracy and completeness of any such research and/or other information and that the accuracy and completeness thereof are not endorsed or guaranteed by the Branch.
- 4.6 The Branch shall be under no obligation to bring any investment opportunities to your attention or to update any investment advice or information after it has been provided to you pursuant to this Part 2.
- 4.7 The Branch shall not provide you with any legal, tax, estate planning, or trust advice or services.
- 4.8 The Branch shall only provide investment advice as contemplated by this Part 2 in relation to specific investments as deemed suitable by the Branch from time to time. The Branch is therefore not able to guarantee that you will receive advice on specific investments or financial products that have been identified by you on your own initiative. The Branch shall not be obliged to make third party referrals to you for this purpose.

5. Your responsibilities

You shall inform the Branch of any changes in your financial situation or any other event that may have an impact on your investment risk tolerance and profile immediately upon becoming aware of such change or event.

6. Limitation of liability

6.1 The Branch shall not be liable for any liability or loss (including lost profits or loss of opportunity) arising out of or in relation to:

6.1.1 any investment advice provided to you pursuant to this Part 2, unless such liabilities or losses arise out of the gross negligence or misconduct of the Branch;

6.1.2 your reliance or non-reliance upon any research or investment advice provided to you by the Branch; or

6.1.3 any research provided to you by the Branch that has been prepared by third party service providers.

7. Fees

The Branch will charge you fees in accordance with the schedule of fees for its services under this Part 2, or as notified separately to you.

PART 3 : ADDITIONAL TERMS FOR ARRANGING CUSTODY

1. Application

- 1.1** This Part 3 shall apply to you if the Branch arranges custody in respect of your investments. Pursuant to this Part 3, the Branch may arrange for investments owned by you to be safeguarded by custodians on your behalf, from time to time. Please note that this does not extend to the provision of custody services whereby the Branch would hold investments beneficially owned by you as custodian on your behalf and is limited to arranging custody.
- 1.2** Please refer to Part 3 of the wealth services terms and conditions which will apply should you appoint the Bank to provide you with custody services in respect of your investments either directly as a custodian or through one or more sub-custodians for the purposes of holding your investments.

2. Appointment

- 2.1** You appoint the Branch to provide arranging services in respect of your investments either as an intermediary between you and the designated entity within the Bank (or one of its affiliates or a third party service provider) for the purposes of arranging custody or directly with the entity acting as custodian.
- 2.2** Where the Branch is appointed to arrange custody, it will not assume any duties or responsibilities to the Client for the safe custody of the Client's investments. Instead, the Branch merely facilitates the provision of services by a third party custodian to a potential user of its services.

3. Commencement

Where this Part 3 applies, it will come into effect on the date agreed with you by the Branch in writing or when the Branch provides or agrees to provide arranging services under this Part 3 separately or in relation to services provided pursuant to another Part.

4. The Branch's responsibilities

- 4.1** The Branch shall not be liable or responsible for any act or omission on the part of any such third party service provider acting as custodian and/or sub-custodian or their personnel or agents, nor for any loss you may suffer as a result of their insolvency. However, the Branch will reasonably endeavour to request that such a third party segregates such investments from its proprietary investments and records in its books and records that such investments do not belong beneficially to it.
- 4.2** The Branch will take all reasonable steps to ensure that it complies with all applicable law to the extent that such requirement is necessary for the performance of the Branch's responsibilities. For the avoidance of doubt, you will indemnify the Branch in respect of all costs properly incurred in relation to any such measures taken by the Branch.

5. Fees

The Branch will charge you fees in accordance with the schedule of fees for its services under this Part 3, or as notified separately to you.

6. Corporate actions

6.1 In all circumstances, the following will apply:

6.1.1 where a third party service provider acting as custodian and/or sub-custodian appointed as contemplated by this Part 3 does not communicate directly with you and/or make available to you directly any reports and accounts produced by any relevant issuers of your investments, the Branch will reasonably endeavour to make these (and any other notices or circulars published by such issuers) available to you on request;

6.1.2 the Branch shall, if required in accordance with your prior written instructions, reasonably endeavour to procure the delivery to you of all notices, proxies and proxy soliciting materials in relation to your investments.

6.2 In the event that a corporate action relates to an option to receive dividends in a currency that is different to that in which the investment was purchased, you agree that the Branch shall be entitled to instruct any third party service provider to receive such dividends in the currency of the underlying investment or any other currency.

6.3 In the event that a corporate action relates to an option to receive cash or to reinvest dividends, you agree that the Branch shall reserve the right to instruct the third party service provider acting as custodian and/or sub-custodian to receive the dividend in cash.

6.4 You agree that the Branch shall have the right to exercise the default option received from the third party service provider acting as custodian and/or sub-custodian without obtaining any prior consent or approval from you.

PART 4 : ADDITIONAL TERMS FOR ARRANGING DEALS IN INVESTMENTS AND CREDIT

1. Application

- 1.1** This Part 4 shall apply where the Branch is appointed to arrange deals in investments and/or arrange credit.
- 1.2** Typically when arranging pursuant to paragraph 1.1, the Branch is appointed as an intermediary in respect of your relationship with the Bank (pursuant to Part 2 and 4 of the wealth services terms and conditions) or any third party service provider, specifically:
- 1.2.1** to accept instructions or orders from you to purchase and sell, without limitation, any securities, commodities, options, currencies or assets or undertake any other investments on your behalf as an intermediary between you and the designated entity within the Bank (or any third party service provider), or to enter into any credit facilities, and to arrange for execution of such instruction or orders by passing on such instructions or orders to the designated group entity or to third party brokers appointed by the designated group entity for this purpose for execution;
- 1.2.2** to relay any other instructions or orders in relation to any accounts; and
- 1.2.3** to assist with the completion of product-specific application forms, subscription agreements or terms of business to facilitate any transactions.

2. Appointment

You appoint the Branch to provide arranging services in respect of your investments and credit facilities as an intermediary between you and the Bank or any other third party service provider on an execution-only basis (unless the instructions and orders received from you are on the basis of our express advice given in accordance with Part 2 of these terms and conditions). Therefore, the provisions of the FSRA rulebook in relation to "best execution" and "suitability" do not apply regardless of whether you are a Retail Client or are classified as Professional Client or Market Counterparty.

3. Commencement

Where this Part 4 applies, it will come into effect on the date agreed with you by the Branch in writing or when the Branch provides or agrees to provide arranging services under this Part 4 separately or in relation to services provided pursuant to another Part.

4. The Branch's responsibilities

- 4.1** Unless the Branch notifies you otherwise, the Branch's responsibility in relation to the instructions or orders received from you will be limited to receiving, recording or forwarding such instructions or orders to the designated entity within the Bank with which they have a separate relationship governed by the terms applicable to that entity or any other third party service provider.
- 4.2** You acknowledge that the Branch will receive instructions or orders from you solely as an intermediary in respect of your relationship with the designated entity within the Bank (or any other third party service provider) and the receipt of an instruction or order by us will in no way prejudice our right, or the right of the designated entity within the Bank (or any other third party service provider), to reject such instruction or order on the basis that it is not signed correctly, does not correspond with the rules and regulations of the relevant exchanges, exceeds any applicable credit balance relating to your portfolio or in any other way is in breach of the terms of your agreement for the operation of the account with the designated entity within the Bank (or any other third party service provider).
- 4.3** You acknowledge that while the Branch may have access to client information in order to process or transmit orders relating to products offered by the Bank, the transactions will not be booked in the ADGM and there will be no physical receipt of client money in the ADGM.
- 4.4** You acknowledge that the Branch will not provide credit, accept deposits or deal as your agent as part of its financial services to you and that those services would typically be provided by either the Bank and/or another branch or affiliate of the Bank and that they shall be subject to terms of business between you and the Bank and/or such other branch or affiliate of the Bank. The role of the Branch would ordinarily be limited to Arranging Deals in Investments and Arranging Credit subject to the terms of this Part 4.



- 4.5 You further acknowledge and agree that the Branch will not be responsible for any losses suffered by you as a result of the receipt and passing on of any instructions or orders in respect of any investment or credit facility (including, without limitation, losses arising from delays, losses, errors, mutilation, duplication or similar occurrences in the transmission or transportation of instructions or orders).
- 4.6 The Branch will take all reasonable steps to ensure that it complies with all applicable law to the extent that such requirement is necessary for the performance of its responsibilities. For the avoidance of doubt, you will indemnify the Branch in respect of all costs properly incurred in relation to any such measures taken by the Branch.
- 4.7 You acknowledge that your order may be aggregated and the effect of such aggregation may operate on occasion to your disadvantage.

5. Fees

The Branch will charge you fees in accordance with the schedule of fees for its services under this Part 4, or as notified separately to you.

PART 5 ADDITIONAL TERMS FOR INSURANCE INTERMEDIATION

1. Application

- 1.1** This Part 5 shall apply where the Branch is appointed to conduct insurance intermediation.
- 1.2** Typically when conducting insurance intermediation pursuant to paragraph 1.1, the Branch is appointed as an intermediary in respect of your relationship with the Bank or any third party service provider, specifically:
- 1.2.1** to introduce and refer you to the Bank, any designated entity within the Bank or any third party service provider for the provision of insurance cover to you or for the purposes of such entity entering into a contract of insurance with you;
- 1.2.2** to accept instructions from you to purchase insurance cover or enter into contracts of insurance between you and the designated entity within the Bank (or any third party service provider) and to arrange for execution of such instruction by passing on such instructions to the designated group entity or third party service provider;
- 1.2.3** to relay any other instructions in relation to any contracts of insurance;
- 1.2.4** to assist with the completion of product-specific application forms, agreements or terms of business to facilitate any transactions; and/or
- 1.2.5** to provide advisory services in respect of contracts of insurance.

2. Appointment

You appoint the Branch to provide insurance intermediation services to you on the terms of this Part 5.

3. Commencement

Where this Part 5 applies, it will come into effect on the date agreed with you by the Branch in writing or when the Branch provides or agrees to provide insurance intermediation services under this Part 5 separately or in relation to services provided pursuant to another Part.

4. The Branch's responsibilities

- 4.1** Unless the Branch notifies you otherwise, the Branch's responsibility in relation to the instructions or orders received from you will be limited to receiving, recording or forwarding such instructions or orders to the designated entity within the Bank with which they have a separate relationship governed by the terms applicable to that entity or any other third party service provider.
- 4.2** You acknowledge that the Branch will receive instructions or orders from you solely as an intermediary in respect of your relationship with the designated entity within the Bank (or any other third party service provider) and the receipt of an instruction or order by us will in no way prejudice our right, or the right of the designated entity within the Bank (or any other third party service provider), to reject such instruction or order.
- 4.3** You acknowledge that while the Branch may have access to client information in order to process or transmit instructions relating to products offered by the Bank or a third party service provider, the Branch will not enter into contracts of insurance as principal and there will be no receipt of insurance monies in the ADGM.
- 4.4** You acknowledge that the Branch will not act as an insurer as part of its financial services to you and that such services would typically be provided by either the Bank, another branch or affiliate of the Bank or a third party service provider and that they shall be subject to terms of business between you and the Bank and/or such other branch or affiliate of the Bank and/or such third party service provider, as applicable. The role of the Branch would ordinarily be limited to conducting introductions and referrals, arranging for the execution of contracts of insurance and the provision of insurance advisory services subject to the terms of this Part 5.
- 4.5** You further acknowledge and agree that the Branch will not be responsible for any losses suffered by you as a result of the receipt and passing on of any instructions in respect of any insurance cover or contract of insurance (including, without limitation, losses arising from delays, losses, errors, mutilation, duplication or similar occurrences in the transmission or transportation of instructions).
- 4.6** The Branch will take all reasonable steps to ensure that it complies with all applicable law to the extent that such requirement is necessary for the performance of its responsibilities. For the avoidance of doubt, you will indemnify the Branch in respect of all costs properly incurred in relation to any such measures taken by the Branch.

- 4.7** You will from time to time communicate and agree with the Branch in accordance with clauses 3 and 4 of Part 1 as to the extent of the insurance advice that you are seeking from the Branch pursuant to this Part 5. The provision of any advice pursuant to this Part 5 shall always be subject to applicable law. For the avoidance of doubt, the Branch shall retain discretion as to what advice it will offer you pursuant to this Part 5 on a case by case basis. The Branch shall also be entitled to refuse to provide you with any particular advice without providing you with any explanation or reason for its decision to refrain from providing such advice.
- 4.8** You will from time to time communicate and agree with the Branch in accordance with clauses 3 and 4 of Part 1 as to which types of insurance products are to be considered for the purposes of providing insurance advisory services. These insurance products may be updated as agreed between you and the Branch from time to time. The Branch will not be responsible for providing any advice in relation to any other insurance products.
- 4.9** The Branch may provide you with research prepared by third party service providers. The Branch will only do this where the Branch is reasonably satisfied that the third party service provider is reliable. However, you agree that the Branch does not make any representations as to the accuracy and completeness of any such research and/or other information and that the accuracy and completeness thereof are not endorsed or guaranteed by the Branch.
- 4.10** The Branch shall be under no obligation to bring any insurance opportunities to your attention or to update any advice or information after it has been provided to you pursuant to this Part 5.
- 4.11** The Branch shall not provide you with any legal, tax, estate planning, or trust advice or services.
- 4.12** The Branch shall only provide insurance advice as contemplated by this Part 5 in relation to specific insurance products as deemed suitable by the Branch from time to time. The Branch is therefore not able to guarantee that you will receive advice on specific insurance products that have been identified by you on your own initiative. The Branch shall not be obliged to make third party referrals to you for this purpose.
- 4.13** The Branch shall not be liable for any liability or loss (including lost profits or loss of opportunity) arising out of or in relation to:
- 4.13.1** any insurance advice provided to you pursuant to this Part 5, unless such liabilities or losses arise out of the gross negligence or misconduct of the Branch;
 - 4.13.2** your reliance or non-reliance upon any research or insurance advice provided to you by the Branch; or
 - 4.13.3** any research provided to you by the Branch that has been prepared by third party service providers.
- 4.14** Any insurance advisory service provided to you under this Part 5 will be provided on the basis of a fair analysis of the market. However, in introducing or referring you to insurers, or in arranging for you to enter into contracts of insurance, the Branch may not be acting on the basis of a fair analysis of the market and may be acting on behalf of the Bank, an affiliate of the Bank or a third party service provider.

5. Your responsibilities

- 5.1** You agree to disclose all circumstances material to any insurance arranged both before the insurance commences and during the continuance of the policy. Failure to make such disclosure may result in the immediate termination of this agreement or the Branch ceasing to provide services to you under this agreement. It may also result in a breach of the terms of the relevant insurance product. The Branch will not be liable for any liability or loss (including lost profits or loss of opportunity) arising out of or in relation to your failure to make such disclosure.
- 5.2** It is your responsibility for providing answers and statements in any proposal form, claim form or other relevant document, and for ensuring that such answers and statements are accurate. The Branch is not responsible for checking the accuracy of such information.
- 5.3** If we believe that any disclosure of material facts by you is not true, fair or complete, we will request that you make the necessary true, fair or complete disclosure. If this disclosure is not forthcoming, we may decline to continue acting on your behalf.

6. Fees

- 6.** The Branch will charge you fees in accordance with the schedule of fees for its services under this Part 5, or as notified separately to you.

APPENDIX 1 : GENERAL RISK WARNINGS

You agree that the following general risk warnings are applicable to the investments covered under these terms and conditions, and that the Branch and third party service providers shall not be liable in any manner whatsoever for any costs, fees, charges, expenses, losses or liabilities that you incur, whether directly or indirectly, arising out of or in relation to the risks set out below:

1. General investment risks

- 1.1 Investments carry an inherent risk of loss. The value of investments can fall as well as rise and there is no certainty in recouping the amount of money originally invested. Similarly, the income from certain investments can fluctuate in value in money terms, while certain investments do not generate any income. There also can be no assurance that the performance of investments will achieve the stated objectives.
- 1.2 Past performance of investments is no guarantee of future results.
- 1.3 Certain investments may not be liquid or may not be sold prior to maturity save at severe costs and penalties. Certain investments may also not have a ready market, such that determining the current value of such investments and the risks to which they are exposed may not be readily available.
- 1.4 Even where an investment is expressed to be principal protected or capital guaranteed, this is not a guarantee by the Branch, the Bank or any third party service provider, but by the issuer of the investment that the amount invested will be returned on maturity. Repayment of such capital protected or guaranteed investment is typically subject to the investment being held until maturity and to the credit-worthiness of the issuer.
- 1.5 Obtaining leverage for investments increases the level of risk.

2. Foreign exchange risks

- 2.1 The potential for profit or loss from transactions on foreign markets or in foreign denominated investment products will be affected by fluctuations in foreign exchange rates, and it is possible that a person investing in a foreign currency denominated investment may suffer a loss or make a smaller-than-expected profit after converting the sale proceeds back into his home currency even where the price of the investment in question (as quoted in the foreign currency) increased during the holding period. Foreign currency investments may also be subject to exchange controls and repatriation costs.
- 2.2 Maintaining accounts or investments denominated in a foreign currency may give rise to certain risks. You understand those risks and agree to bear the responsibility of any foreign exchange losses resulting from any services provided to you by the Branch or the Bank. The currency will be converted to another currency, if necessary, at the rate of exchange determined by the Bank.
- 2.3 You will be solely responsible for any foreign exchange costs or losses, including lost profits, and recognise that investments in assets denominated in a foreign currency carry an additional degree of risk.

3. Liquidity risks

If your portfolio includes investments in alternative strategies, hedge funds or property funds, these investments may be illiquid or involve risks greater than, or not normally associated with, investments in traditional securities markets. In particular, such funds or strategies may use derivatives for directional investing and/or may be allowed to have a short position and/or use significant leverage through borrowing. Additional characteristics of hedge funds are the free choice of assets (including illiquid and distressed securities), free choice of markets (including frontier and emerging markets) and the free choice of trading style, including a lack of asset diversification. Certain other investments, including equities and bonds may, from time to time, also lack liquidity.

4. Jurisdiction risks

If your portfolio includes investments in foreign markets, these investments will involve different risks from investments in the UAE. In some cases, the risks will be greater and, in particular, emerging markets (including the UAE) may lack the level of transparency, liquidity, efficiency and regulation found in more developed markets. Price volatility in emerging markets can be extreme and price discrepancies and market dislocation can be common.

5. Portability risks

- 5.1** Your jurisdiction of residence may increase your liability in respect of certain investments. By way of example, a third party service provider through which you purchase an investment may have determined your periodic premium payment on the basis of the jurisdiction in which you reside at the time of purchase of investment. In such circumstances, a change in your jurisdiction of residence may change your risk profile vis-à-vis such third party service provider and result in a higher periodic premium payment for you.
- 5.2** Some investments may not be available to individuals resident in certain jurisdictions. If, following the purchase of such an investment, you become resident in a jurisdiction the residents of which are not permitted to hold such an investment, you may be required to divest such investment.
- 5.3** Your jurisdiction of residence may impact the enforceability of some or all the terms and conditions (including, but not limited to, these terms and conditions) applicable to your investments. Accordingly, if you change your jurisdiction of domicile following your purchase of a particular investment, some or all of the terms of such investment may not be enforceable in your new jurisdiction of residence.
- 5.4** Some jurisdictions may restrict or prohibit transactions or the transfer of assets to certain other jurisdictions. This may impact your ability to transfer, redeem, or sell an investment.
- 5.5** Neither the Branch nor the Bank shall be liable for any losses, including any lost profits, that you incur, whether directly or indirectly arising out of or in relation to any of the risks described in clauses 5.1 to 5.4 in respect of any investments acquired by you pursuant to these terms and conditions.

6. Hedge fund risks

- 6.1** Hedge funds are often domiciled in offshore jurisdictions where the standards of regulation and in particular the standards of regulatory supervision do not meet the standards imposed by certain regulators. Certain hedge funds do not disclose the nature of their investments.
- 6.2** Units in hedge funds are typically subject to transfer and redemption restrictions. Transfers are usually subject to approval by the fund and redemption may be permitted only after an initial lock-in period and long notification periods. In most cases there is no liquid market for units of hedge funds. It may therefore be difficult to obtain reliable information about the value of any hedge fund units forming part of your portfolio.
- 6.3** Another risk factor to be considered is the dependence on key portfolio managers of the hedge fund, whose experience levels may vary. In addition, where hedge fund portfolio managers are compensated on a performance incentive basis, it may cause them to make riskier and more speculative investment decisions than if such a fee was not paid.
- 6.4** You should be aware that investments in hedge funds increase risks to capital and losses arising from investments in such funds could equal the amount invested. In addition, in certain investments, liquidity may be suspended and there may be delays in realising proceeds. Neither the Branch nor the Bank will be responsible for any direct or indirect losses (including lost profits) arising as a result.

7. Exchange traded derivative risks

- 7.1** Investing in exchange traded derivatives involves a high level of risk and may lead to losses equal to or greater than the amount you invested in the exchange traded derivatives. Investing in exchange traded derivatives may result in disproportionate losses arising out of relatively small fluctuations in the value of the underlying assets.
- 7.2** You should only invest in exchange traded derivatives if you are willing to sustain a total loss of the amount invested in addition to any costs, fees, charges and expenses associated therewith.
- 7.3** Before investing in exchange traded derivatives, you should carefully assess whether such an investment is suitable and appropriate for your specific investment objectives and in light of your risk appetite and financial circumstances.

8. Credit risk

- 8.1** The value, yield and liquidity of certain investments, such as notes, bonds and other debt instruments may fluctuate on the basis of the credit rating of the issuer. The factors affecting such credit rating are varied and may be difficult to accurately predict.
- 8.2** An adverse credit event such as a default, bankruptcy, unfavourable business performance or economic conditions or other situations which are recognised as affecting the creditworthiness of the issuer may cause the value, yield and liquidity of such an investment to fluctuate. A higher relative rate of interest typically corresponds to a higher perceived credit risk associated with such an investment.

9. Interest rate risk

- 9.1** The value of an investment with a fixed interest rate may fall if a relevant benchmark interest rate rises. The tenure of the relevant investment corresponds to the investment's sensitivity to interest rate fluctuations. As such, the value of investments with a longer duration will be more sensitive to relevant benchmark interest rate fluctuations.
- 9.2** There are various economic factors which may impact whether interest rates rise or fall. Generally, interest rates rise when favourable general economic conditions prevail and fall during unfavourable economic conditions.
- 9.3** The rates of inflation in a particular jurisdiction also impact interest rates. Generally, high rates of inflation cause interest rates to rise, whilst lower rates of inflation generally have a moderating effect on interest rates.

10. Early redemption risk

Certain investments may be redeemed by the issuer prior to maturity, which may result in a change to the yield you anticipated in relation to such an investment.

11. Tax risk

You may be subject to certain applicable laws that impose taxes on the capital appreciation of, or income generated from, a particular investment.

APPENDIX 2: GLOSSARY

1. Interpretation

In these terms and conditions, unless the context requires otherwise:

- 1.1 Clause headings are for convenience only and will not affect the interpretation of these terms and conditions.
- 1.2 References to a clause are references to a clause in the Part in which the reference is made unless expressly stated otherwise.
- 1.3 Words importing the singular include the plural and vice versa.
- 1.4 Dates and periods of time shall be construed in line with the Gregorian calendar.
- 1.5 In respect of any communications made by the Branch to you pursuant to these terms and conditions (including any communications made pursuant to clause 4 of Part 1), where there are references to written communications, such communications may be made by the Branch to you through courier, hard-copy letters, facsimile, email, SMS messaging or any other means. For the avoidance of doubt, when you are required to communicate with the Branch in writing, such communication must be made in the manner prescribed by the Branch from time to time.
- 1.6 A reference to any law, legislation, regulation, statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and any successor or supplementary law, regulation, statute or statutory provision. A reference to any law, legislation, regulation, statute or statutory provision shall include all subordinate legislation made pursuant to such law, legislation, regulation, statute or statutory provision.
- 1.7 A reference to a person includes any individual, company, corporation, unincorporated association or body (including a partnership, trust, fund, joint venture or consortium), government, state, agency, organisation or other entity whether or not having separate legal personality.
- 1.8 References to "you" or "your" shall be construed as including references to any of your authorised signatories, joint account/portfolio holders, attorneys, users, directors, officers and employees.
- 1.9 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.10 A reference to assets includes present and future properties, revenues and rights of every description.
- 1.11 A reference to a regulation includes any regulation, rule, official directive, circular, request or guideline (whether or not having the force of law but, if not having the force of law, being of a type with which any person to which it applies is accustomed to comply) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.
- 1.12 General words must not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words.
- 1.13 References to a document include a reference to such document as varied or amended from time to time.

2. Definitions

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

Account	any account (whether maintained with the Bank, one of its affiliates, other financial institution or third party service provider) established from time to time in your name or in the name of the Bank, referred to in these terms and conditions;
Account opening form	the form, in the format prescribed by the Bank from time to time, that you are required to complete to apply for the opening of an account with the Bank, and which shall form part of these terms and conditions if accepted by the Bank;
ADCB Securities	ADCB Securities LLC, an affiliate of the Branch licensed by SCA as a securities broker in the UAE with its registered address at Abu Dhabi Commercial Bank Building, Al Salam Street, Abu Dhabi, UAE;
Address	any of the following contact details (as maintained in the Branch's records from time to time): (A) physical correspondence address (including your residence, principal place of business or other physical address); (B) landline telephone number; (C) mobile telephone number; (D) email address; (E) makani number (or equivalent); and/or (F) any other point of contact or means of reaching you for the purpose of delivering Bank communications in any form.
ADGM	the Abu Dhabi Global Market;
ADGM Courts	the courts of the ADGM;
ADGM Data Protection Regulation 2021	the data protection regulations enacted on 11 February 2021 by the board of directors of the ADGM, in exercise of its powers under Article 6(1) Law No. 4 of 2013 concerning the ADGM;
ADGM SCD	the small claims division, or equivalent thereof, at the ADGM Courts;
Affiliates	the Bank or the Bank's subsidiaries, parents, subsidiaries of the Bank's parents, shareholders, associates, directors, employees, officers, representatives as well as joint ventures in which the Bank is a partner and their respective successors and assigns;
Agreement	the documents set out in clause 2.1 of Part 1;
Al Etihad Credit Bureau	the credit bureau established pursuant to UAE Federal Law no. 6 of 2010;
Appendix	an appendix that is part of these terms and conditions and constitutes part of the agreement between you and the Branch;
Applicable law	any applicable local, foreign or international law, regulation, ordinance, rule, judgment, decree, voluntary code, directive, sanction regime, court order, agreement between the Branch or the Bank and any government and regulatory authority, or agreement or treaty between government and regulatory authorities and applicable to the Branch, the Bank or any of its affiliates;
Bank	Abu Dhabi Commercial Bank PJSC, a company incorporated in the Emirate of Abu Dhabi, UAE with a registered office at Sheikh Zayed Bin Sultan Street, PO Box 939 Abu Dhabi, UAE, its other branches and its successors and assignees;
Business day	a day on which commercial banks are open for general business in the UAE;
Business hours	the hours of a business day during which commercial banks are open for general business in the UAE;
Clause	a clause of these terms and conditions;
Client account	includes any account opened with the Bank (or, where applicable, its affiliates, other financial institutions or third party service providers) in the name of the Bank where your money or your investments are held;

Communication	all instructions, notices, notifications, letters, electronic communications, personal identification numbers, passwords, user identification numbers or words, vocal passwords, statements of account, demands, advice, alerts, voice recordings, receipts, secret answers to any security questions and any other information that the Branch may require you to provide, which is sent between you and the Branch;
Copy	a facsimile, PDF scan, photocopy, soft copy or other form of copy of a document;
Custodian	a person that holds investments beneficially on behalf of another person;
Custody	the holding of an investment beneficially on behalf of another person, or alternatively, the safekeeping and administrative services associated with holding investments on behalf of a client;
Electronic communication	any communication between you and the Branch or third party service providers that is transmitted by electronic means, including emails, other internet, MobileApp, telephone and SMS communications, including any communications made via third party software;
Electronic communication channels	any mode of electronic communication between you and the Branch pursuant to which instructions, information and communication are transmitted between you and the Branch or third party service providers;
Event of default	<p>(G) any failure by you or your affiliates to pay any amounts owed by you or your affiliate to the Branch at the time on which they become due;</p> <p>(H) any failure by you or your affiliates to provide any information or documents that the Branch is entitled to receive from you or your affiliate;</p> <p>(I) any breach by you of the terms of the agreement (including where you fail to fully and punctually perform or observe any obligation you have under the agreement); or</p> <p>(J) any instance whereby the agreement (or any document executed in connection with it, including these terms and conditions) are challenged by you or any third party or for any reason ceases to be in full force and effect, or it becomes illegal for you to enter into the agreement;</p>
FATCA	the Foreign Account Tax Compliance Act 2010 of the United States of America and related US Treasury Regulations (as amended from time to time) and any similar legislation or regulation in force in any other jurisdiction from time to time;
FATCA/CRS obligations	Obligations under FATCA, any intergovernmental agreement between the UAE 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 or any intergovernmental or other agreements made and laws and/or regulations (local or otherwise) adopted pursuant to the implementation of the foregoing;
Form	<p>any account opening form, application form, subscription form, transaction form or any other form as determined by the Branch from time to time for the purposes of providing services or any other form prescribed by the Branch, the Bank or third party service providers for a particular purpose such as an application for a particular Bank or third party offering or service, or for the purpose of communicating an instruction to the Branch which may be completed:</p> <p>(K) in writing, in physical or electronic form;</p> <p>(L) by verbal instruction, in person or over the telephone;</p> <p>(M) via electronic communication channels or by any other electronic or digital method of acceptance including email;</p> <p>(N) via Bank affiliate or third party service provider software, including SWIFT secured messaging services or software; and/or</p> <p>(O) by way of any other means of instruction or confirmation prescribed by the Branch from time to time;</p>
FSRA	the Financial Services Regulatory Authority in the ADGM;
FSRA rulebook	the rules as prescribed by the FSRA and amended from time to time;
Fund	any units in funds howsoever described, including units in funds;

Information	any data, recording, book, documentation, record, entry, statement, instructions, communication, evidence or account information and any further information, documents or certifications about your identity, tax residence, nationality or the source of any funds deposited with the Branch or used to purchase any products or services through the Branch in any format, including any correspondence between you and the Branch and third party service providers, whether originals or copies, including but not limited to any printout, digital, electronic, audio or video format, prospectuses, explanatory memoranda, illustrations, semi-annual and annual reports and accounts and other up-to-date promotional and advertising literature, publications, materials and statistical information relating to any investments, funds, insurance products or services, and any fee or charges schedules;
Instructions	any request or order made by you or your affiliates in any manner whatsoever to the Branch, including any purchase, sale or other order related to your portfolio, accounts, or any other services provided by the Branch to you pursuant to these terms and conditions;
Investment	deposits, shares, debt instruments, certificates (including depositary receipts), warrants, units in collective investment funds (including alternative investment vehicles), investments in alternative strategies, hedge funds, equity, fixed income and other funds, derivatives, sukuk, commodities, currencies, precious and other metals, private equity, real or personal property of any description, rights or interests in any of the foregoing, whether direct or indirect, and any other investment or interest in such an investment, whether direct or indirect, including any such investment which is structured or selected to be Shariah compliant;
Investment advisor	Branch employee confirmed in writing to you by the Branch from time to time as your designated point of contact and exclusive provider of advisory services to you pursuant to Part 2;
Key features document	any prospectus, placement memorandum, term sheet, fact sheet or other document that contains information about the features, risks, objectives, policies, strategies, rights, obligations, limitations, costs, charges, fees or terms and conditions applicable or relating to any investment;
Liabilities	any of your obligations to the Branch under these terms and conditions or any other contract between you and the Branch, including any obligation to pay a sum of money on its due date or on demand and any charges, costs, fees, expenses (including legal fees), losses or any other liabilities incurred by the Branch;
Loss	any and all of the following: costs, fees, charges, expenses, disbursements, obligations, penalties, claims, demands, actions, proceedings, judgments, suits, losses (including lost profits and lost opportunities) or damages of whatsoever nature and (in so far as the same may arise) all taxes, duties and levies whatsoever, whether payable in respect of any investment purchased, sold, held or redeemed or otherwise;
Market counterparty	means a "Professional Client that is a Market Counterparty" as such term is defined in the FSRA rulebook;
MobileApp	any one or more of the Bank's downloadable mobile banking applications as may be introduced, replaced, updated, upgraded or modified from time to time;
Mobile device	any personal electronic device used by you to access and make use of mobile banking (for example, a smartphone or tablet);
OTC	"over-the-counter" and describes a purchase or sale conducted outside of a formal exchange;
Part	any of Part 1 through Part 5;
Personnel	(in relation to any party or entity) the directors, officers, employees and servants of that party or entity from time to time;
Portfolio	any grouping of investments, cash and/or other assets in relation to which services are provided pursuant to these terms and conditions;
Professional Client	has the meaning given to this term in the FSRA rulebook;
Prohibited country	any country designated from time to time by applicable law as a country with which dealings should be restricted;

Purchase	to subscribe for an investment through the relevant issuer or to purchase an investment in the secondary market or through an OTC transaction;
Records	any data, recording, book, documentation, record or account maintained by the Branch in any form (including printout, digital, audio or video) in respect of a client, the client's use of any of the Branch's services and any dealings and communications between the Branch and the client or its affiliates;
Redemption	the return, or the request for the return, of the value at the time of the request, of the units or other similar denominations of interest in an arrangement with respect to property of any description, including money, where the purpose of the arrangements is to enable persons taking part in the arrangements to participate in or receive profits or income arising from the acquisition, holding, management or sale of the property or sums paid out of such profits or income, by the holder of such units or other similar denominations of interest;
Retail Client	has the meaning given to this term in the FSRA rulebook;
Right of set-off	the right of the Branch to apply any: <ul style="list-style-type: none"> (P) sum standing to the credit of one or more of the accounts; and/or (Q) of your other assets subject to the Bank's custody or control including but not limited to securities, bonds, collateral, shares, shipping documents, banknotes, coins, gold or other valuables and property of whatsoever nature, in or towards the discharge of any of your obligations due to the Branch or its affiliates or third party service providers (whether such obligations are actual or contingent, primary or collateral and joint or several);
Sale/Sell	to dispose of or otherwise liquidate an investment in the secondary market or through an OTC transaction or to redeem an investment from the relevant issuer;
Sanctions	any laws, rules, regulations, decrees, notices or orders (including any executive orders) concerning any trade, economic or financial sanctions, embargoes or restrictions;
Sanctions list	the Specially Designated Nationals and Blocked Persons List and the Sectoral Sanctions Identification List maintained by OFAC, the Consolidated List of Financial Sanctions Targets and the Investment Ban List maintained by Her Majesty's Treasury, the UK Sanctions List maintained by the Foreign, Commonwealth & Development Office, the Consolidated List of persons, groups and entities subject to EU financial sanctions, Consolidated United Nations Security Council Sanctions List, UAE Local Terrorist 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);
SCA	the Securities and Commodities Authority of the UAE;
Schedule of fees	the schedule of the Branch's charges, fees and interest rates in respect of the products and services referred to in these terms and conditions, as amended by the Branch from time to time, and made available on the Branch's website or as part of the relevant application form or subscription form or as otherwise notified to you by the Branch;
Security information	your user identification number, password, and your secret answers to any security questions and any other information that the Branch may require;
Services	the services to be provided pursuant to these terms and conditions by the Branch to you;
SMS	short messaging service;
Sub-custodian	a person that holds investments beneficially on behalf of another person acting as a custodian;
SWIFT	Society for Worldwide Interbank Financial Telecommunication;
Tax authority	the UAE Federal Tax Authority or any other local or foreign authorities responsible for the supervision of applicable laws relating to VAT;

Tax	any obligation to deduct or withhold for or on account of any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same as well as any related obligation to provide information and make notifications), including, but not limited to, any applicable FATCA/CRS Obligations;
Terms and conditions	these terms and conditions which together with any of the documents referenced in clause 2.1 of Part 1, as amended from time to time, constitute the agreement for the provision of any services by the Branch to you;
Third party service provider	any provider of services in connection with an investment relating to your portfolio, including a broker, portfolio administrator, investment professional, agent, third party custodian or sub-custodian, issuer of investments, global distributor, insurance company or other third party service provider in connection with an investment or insurance product;
Transaction	the processing of any purchase, sale (or other disposition) or transfer of an investment executed by the Branch, or the processing of any instruction, on your behalf as part of the services provided pursuant to these terms and conditions;
UAE	the United Arab Emirates;
US	the United States of America;
US Treasury	the regulations issued by the Internal Revenue Service of the United States of America from time to time;
VAT	any value added tax, goods and services tax, sales tax or similar tax imposed in accordance with the United Arab Emirates Federal Decree, Law No. 8 of 2017 on Value Added Tax or any other applicable laws on any services provided to you by the Branch under these terms and conditions.
Wealth services terms and conditions	the Bank's wealth services terms and conditions;
Website	adcb.com or any one or more of the other internet domains specified by the Branch from time to time, as modified from time to time;
Wholesale banking	the Bank's general terms and conditions applicable to any wholesale banking services offered to you by the Bank; and
You	the party applying for or receiving any investment, investment service, insurance product or insurance service pursuant to these terms and conditions, whether an individual or a corporate entity.

