

# Terms and Conditions

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# Customer Agreement

Part A and B shall jointly be referred to as the “**this Customer Agreement**”.

Part A separately shall be referred to as the “**General Terms and Conditions**”.

Part B separately shall be referred to as the “**Product Specific Terms and Conditions**”.

### **This Customer Agreement**

- applies if you have an Account or Credit Card with Barclays or are provided with any product or service by Barclays in the UAE; and
- explains our obligations to you and your obligations to us. Your agreement with us is contained in:
- these General Terms and Conditions (Part A) and Product Specific Terms and Conditions (Part B);
- the Additional Conditions (as defined below); and
- any application form signed by you.

Part A and Part B (as amended from time to time) shall come into effect immediately upon you signing an application form for any product or service with Barclays in the UAE.

We may, from time to time, and at our sole discretion, with prior notice to you by any means as we deem fit, change or amend this Customer Agreement. Such changes shall apply on the effective date specified by us in the notification sent to you.

### **Interpretation**

- Words importing only the singular shall include the plural and vice versa.
- Where the Account is a joint Account, references to a single customer shall be reference to all customers in the names of whom the Account is opened, unless the text indicates otherwise.
- Words importing a specific gender shall include both genders and words importing a person shall include a sole proprietor, partnership, firm, company, corporation or other legal person.

## Terms Defined

**Additional Conditions** has the meaning ascribed to it in condition 1.1 of Part A.

**Acceptance Letter** means a letter provided by us to you stating the terms of the approved Loan offer, which may be different than the amount or term you requested in your loan application.

**Account** means any current/savings/call/term deposit or any other banking transaction account held by you (or jointly with a joint account holder) with us.

**AED** means the lawful currency of the UAE.

**ATM** means automated teller machine.

**ATM Card** has the meaning ascribed to it in condition 6.1 of Part B6.

**Balance Transfer** means the service on your Credit Card which allows you to move the balance on your non-Barclays credit cards to your Credit Card.

**Barclays Credit Card Reward Points** means the reward points awarded to you on the terms and conditions of any reward points scheme in connection with any Credit Card.

## Terms and Conditions

**Barclays Group** has the meaning ascribed to it in condition 1.3 of Part A.

**Business Instalment Loan** means a loan extended to a corporate entity or sole proprietor to be repaid in instalments.

**Cash on Call** means the service on your Credit Card which provides you with access to cash up to your available Credit Limit.

**Cash Balance** means the balance on your Credit Card available for withdrawals classified as cash instruments.

**Cash Rate** means the interest rate applicable to the Cash Balance as set out in the schedule of fees and charges posted on the announcement board at our UAE branches or our website.

**Central Bank** means the Central Bank of the UAE established under the Union Law (10) of 1980, concerning the Central Bank, the monetary system and the organization of banking.

**Cover** means the Credit Shield benefit offered by us in association with an insurance company.

**Credit Card** means a credit card and/or additional card branded Visa or MasterCard or any other card association issued by us in accordance with this Customer Agreement.

**Credit Limit** means, for an Overdraft or for a Credit Card, the maximum amount you are entitled to have outstanding on the Overdraft or the Credit Card, respectively.

**Credit Shield** means the optional insurance benefit available on a Credit Card, which covers the outstanding balance on such Credit Card under specified unforeseen circumstances set out in the terms and conditions offered by the insurance company.

**Debit Card** has the meaning ascribed to it in condition 6.1 of Part B6.

**Debt Service Account** means the non-transactional account that allows you to make monthly instalment payments and/or pay any arrears on a Loan.

**Direct Debit Authority** means a documented form authorizing Barclays Bank PLC UAE to debit an Account for payment to an Originator.

**Direct Debit Amendment Request** means a document form authorizing Barclays Bank PLC UAE to amend instructions contained in a Direct Debit Authority.

**Direct Debit Cancellation Notification** means a notice communicated to Barclays Bank PLC UAE to cancel a Direct Debit Authority.

**Direct Debit Cancellation Request** means a document form authorising Barclays Bank PLC UAE to cancel a Direct Debit Authority.

**Direct Debit Payment Stop Request** means a document form authorizing Barclays Bank PLC UAE to stop the payment of a direct debit payment made pursuant to a Direct Debit Authority.

**Direct Debit Request** means a transaction in which a debit is made for a specified amount, according to a Direct Debit Authority, based on a request from an Originator through its Sponsoring Bank.

**Dispute Lodgment Request** means a form filed with the Central Bank containing relevant information pertaining to a dispute regarding direct debits.

**Dispute Resolution Procedure** means the procedure for complaints relating to the conduct and participation by a Participant in the UAE Direct Debit System and compliance with the Rulebook.

**Easy Instalment Plan** has the meaning ascribed to it in condition 9.13 of Part B.

**Force Majeure Event** means any event due to any cause beyond our reasonable control such as restrictions on convertibility or transferability, requisitions, involuntary transfers, unavailability of any clearing of payment system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.

## Terms and Conditions

**GCC** means the Gulf Cooperation Council.

**Investment** means any investment, including but not limited to securities (other than shares of companies established in the UAE or other GCC states (Bahrain, Kuwait, Oman, Qatar and Saudi Arabia)), Units in funds, structured notes, insurance products or other products which may be referred to you by us and in respect of which we act as your agent on any subscription, purchase, sale or redemption.

**IVR** means interactive voice response.

**Loan** means a sum of money that is borrowed from us and is expected to be paid back under the terms specified in this agreement where it relates to a Personal Instalment Loan or a Salary Transfer Loan.

**Mandated Turnaround Time** means the time period stipulated by a UAE Direct Debit System Document for a relevant action to be taken under the UAE Direct Debit System.

**No-Pay Instruction** means an instruction from a Paying Bank to stop the payment of a direct debit instruction.

**Offer Letter** means a letter provided by us to you stating the terms of the approved Loan offer, including the amount, interest rate and repayment schedule which may be different than the amount or term you requested in your loan application.

**Online Banking** means the electronic banking services provided over the internet (including access through mobile phones and tablets) through your registered Account.

**Originator** means Barclays Bank PLC UAE as a provider of goods and services including financial services.

**Overdraft** means an extension of credit on an Account that allows withdrawing from that Account when in zero balance to the Credit Limit.

**Participant** means a signatory to the UAE Direct Debit System Participant Undertaking maintaining a current account with the Central Bank.

**Paying Bank** means Barclays Bank PLC UAE in its capacity as a bank authorized to implement direct debit instructions from current and savings accounts.

**Personal Instalment Loan** means a loan extended to an individual to be repaid in instalments.

**Phone Banking** means the banking services provided over the telephone.

**PIN** means the personal identification number issued to you and/or selected by you to enable your ATM Card, Debit Card or Credit Card to be used at ATMs, retail outlets accepting ATM Cards, Debit Cards or Credit Cards, and other self-service terminals.

**Promotional Balance** means the balance on your Credit Card for transactions with promotional terms and a promotional interest rate which we will notify you of before you make the transaction.

**Rent Finance** means an end use defined loan for the purpose of rent payment only, where the payment is made directly to the landlord and the term is for 12 months (unless agreed otherwise).

**Rewards** has the meaning ascribed to it in condition 9.1 of Part B9.

**Rulebook** means the rulebook of the UAE Direct Debit System issued by the Central Bank, as amended, varied or restated from time to time, which is available on the Central Bank's public website..

**Rules** means the body of rules governing the UAE Direct Debit System and constituted by the Rulebook and any UAE Direct Debit System Document.

**Salary Transfer Loan** means a loan extended to an individual with an undertaking that the individual's salary and end of service benefits will be transferred to an Account.

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**Sponsoring Bank** means the Participant that sponsors an Originator within the UAE Direct Debit System.

**Standard Balance** means the balance on your Credit Card for purchasing and all other amounts added which are not subject to promotional terms.

**Standard Rate** means the interest rate applicable to the Standard Balance as set out in the schedule of fees and charges posted on the announcement board at our UAE branches.

**Sweep In** means a facility that links your Accounts so when there are insufficient funds in one Account, the remaining amount will be swept out of the linked Account(s) if there are sufficient funds in the other Account(s).

**Sweep Out** means a facility that transfers funds from your Account to a term deposit once the balance reaches a specified amount set by you.

**UAE** means the United Arab Emirates.

**UAE Direct Debit System** means the direct debit system operated by the Central Bank.

**UAE Direct Debit System Document** means any documents issued by the Central Bank, as amended, varied or restated from time to time, specified in Section 3.3 of the Rulebook.

**Units** means units, or shares of any class (other than shares of funds established in the UAE or other GCC states (Bahrain, Kuwait, Oman, Qatar and Saudi Arabia)), in a fund including any fractions or decimals of units or shares.

**Working Day** has the meaning ascribed to it in condition 4.1 of Part A.

## A General Terms and Conditions

### A1 Introduction

- 1.1 Additional conditions (the “**Additional Conditions**”) include our charges and the interest rates, notice periods, minimum or maximum balances and other terms which are specific to a particular Account or service. We will tell you what these Additional Conditions are when you open an Account and/or from time to time (including when you apply for a new service or product). They are set out in the materials we publish which you can ask for at any time. We may also publish them on our website at [www.barclays.ae](http://www.barclays.ae).
- 1.2 If the Additional Conditions are inconsistent with the provisions of this Customer Agreement, the Additional Conditions will apply.
- 1.3 In this Customer Agreement “**you**” and “**your**” means any customer operating an Account and/or Credit Card with us and includes (where appropriate) any person you authorise to give instructions on your Accounts. “**We**”, “**us**” “**our**” and “**Barclays**” mean Barclays Bank PLC (including the UAE branches) and “**Barclays Group**” means us, our parent company and any companies we or our parent company totally or partly own at any time.
- 1.4 You acknowledge that no Account will be opened until all documentation required by us as determined by us at our sole discretion is received.
- 1.5 You acknowledge that you have sole responsibility for the management of your tax affairs, including for making any applicable tax filings and payments, and complying with any applicable tax laws and regulations.

You confirm that you are compliant with all tax declarations and reporting obligations relating to all assets and products held with Barclays and any income or gains they produce.

### A2 Contacting each other

- 2.1 We may contact you by post, telephone (which includes mobile phone and text or similar messages), facsimile and computer (which in this Customer Agreement includes the internet, digital television and any form of electronic message made by any type of electronic device) using the latest address, telephone number, facsimile number or electronic mail address you have given us. In certain circumstances we may contact you in person by visiting you at your office or residence within the UAE or otherwise. It is your responsibility to ensure that we have your current contact details. We will continue sending information to you at the last known address we have for you until two consecutive pieces of information have been returned to us undelivered. We will not be held liable for loss or damage resulting from your failure to receive information from us. If you do not inform us promptly of a change to your details, the security of your information could be put at risk.
- 2.2 You can contact us at any of our branches in the UAE and on the telephone number we give you, or by computer (which in this Customer Agreement includes the internet, digital television and any form of electronic message made by any type of electronic device) following the user guidance we give you.
- 2.3 The procedures you must follow for our computer banking services are contained in the user guidance we give you in any form including electronic help texts. You must follow these procedures when using the services.

- 2.4 We may record or monitor telephone calls and monitor electronic communications (including emails) between us so that we can check instructions and make sure that we are meeting our service standards. Such records may also be produced by us in court or other official proceedings in order to verify your instructions.
- 2.5 You are required to promptly notify us in writing of any changes in employment or business or address (office or residential) or nationality or residence status.

### A3 Giving us instructions

- 3.1 You can give us instructions either in writing, verbally, by telephone or computer (which in this Customer Agreement includes the internet, digital television and any form of electronic message made by any type of electronic device) unless we tell you that instructions can only be given in a specific way for a particular Account or service. You can give us instructions by facsimile transmission subject to security procedures agreed in writing in advance with us. For direct debit instructions, you can only give us instructions using the forms stipulated by the Central Bank. Generally, we cannot change or stop an instruction you give by telephone or computer (which in this Customer Agreement includes the internet, digital television and any form of electronic message made by any type of electronic device) (except in certain limited circumstances we will tell you about) because we start processing instructions when we receive them. If we are able to cancel your instruction, we may charge for any such action taken by us.
- 3.2 Before we can act on instructions given to us by telephone or computer (which in this Customer Agreement includes the internet, digital television and any form of electronic message made by any type of electronic device), we will agree security procedures with you. By “**security procedures**” we mean the use of a password, security keys, cards, personal identifier(s), codes, electronic signatures, PINs or encryption device(s) which may be changed by agreement in the future.
- 3.3 You must do all that you reasonably can to make sure that the security procedures are kept secret at all times. You must not give details of the security procedures to anyone else or let anyone else use your security procedures. Try to remember any code or PIN and destroy any notification as soon as you receive it. You must never write down or record your PIN or other security procedures. Any security-related device must be kept physically secure, which includes making sure that security details are not kept in any form (including by browser or any other software) in such a way that anyone using the same device can go through the security procedures using stored details.
- 3.4 If you think someone else may know the security procedures or the security procedures have been breached, you must notify us immediately in person or by Phone Banking. You are not liable for any transactions on your Account that occur after you notify us through these means, unless you have acted fraudulently or without reasonable care (for example, by not telling us as soon as you can that you suspect someone else may know the security procedures or that the security procedures have been breached), including by failing to follow the procedures in condition 3.3 of Part A and we will be responsible for any losses to your Account as a result of any unauthorised transaction. We will refund to your Account any amount deducted. We will have no further liability to you. We can ask you for all the information you have about the misuse of the security procedures, which we may pass to the police or other relevant authorities if we think that will be useful.



- 3.5** We will do all that we reasonably can to prevent a breach of security, resulting in unauthorised access to your Accounts and the information we hold about you. As long as you have not breached condition 3.3 of Part A, we will accept liability for any loss or damage to you resulting from any breach of security of our systems. To help prevent any security breach, you should also read and follow any security procedures we advise from time to time.
- 3.6** We may remove, suspend or reduce:
- access to your Account using our Online Banking and/or Phone Banking services; and
  - any of the services we make available to you as part of our computer (which in this Customer Agreement includes the internet, digital television and any form of electronic message made by any type of electronic device) and/or Phone Banking services, without giving you advance notice if we consider there is a security or fraud risk.
- 3.7** We can act on instructions given:
- on a document bearing your original signature(s);
  - by you verbally, provided you have satisfied our identification and verification procedures;
  - by telephone or computer (which in this Customer Agreement includes the internet, digital television and any form of electronic message made by any type of electronic device), whether or not they were given by you as long as we have followed the security procedures; or
  - by facsimile transmission (subject to security procedures agreed in writing in advance with us).
- We reserve the right to take additional security measures before acting on instructions from time to time. As long as we have followed your instructions correctly, we can deduct the amount of any payment from your Account. You agree that we may rely on any information quoted in an instruction as correct.
- 3.8** If you give us an instruction by telephone or computer (which in this Customer Agreement includes the internet, digital television and any form of electronic message made by any type of electronic device), we can ask you to confirm it in writing.
- 3.9** We can refuse to act on any instruction if:
- we have a good reason for thinking that you did not give us the instruction;
  - the instruction is not clear;
  - we believe that by carrying out the instruction, we might break a law, regulation, code or other duty which applies to us; or
  - we reasonably believe that carrying out the instruction may damage our reputation.
- 3.10** We may apply financial and other limits to telephone and computer (which in this Customer Agreement includes the internet, digital television and any form of electronic message made by any type of electronic device) instructions from time to time. Wherever possible, we will give you notice, but we may vary these limits at any time with immediate effect without any prior notice to you. We will tell you if your transaction exceeds any of the limits as applicable from time to time.
- 3.11** If you have a joint Account, subject to the mandate provided by you in the relevant account opening form, we are entitled to rely on instructions given by any of the joint account holders by phone,

computer (which in this Customer Agreement includes the internet, digital television and any form of electronic message made by any type of electronic device) and facsimile (subject to security procedures agreed in writing in advance with us).

- 3.12 When we act in accordance with any telephone, fax or non-bank form instructions purporting to be from you, you agree to indemnify and hold us harmless from and against all actions, suits, proceedings, costs (including legal costs), claims, demands, charges, expenses, losses and liabilities however arising (unless due to our gross negligence or wilful default) in consequence of, or in any way related to:

- us having acted in good faith in accordance with your instructions, notwithstanding that such instructions, as above have been initiated or transmitted in error or fraudulently altered, misunderstood or distorted in the lines of communication or transmission;
- us having refrained from acting in accordance with your instructions by reason of failure of either actual transmission thereof to us or receipt by us for whatever reason, whether connected with the fault or failure of the sending or receiving machine or otherwise; or
- your failure to forward all original copies of facsimile instructions to us within such period as we may specify.

- 3.13 You also agree to:

- irrevocably authorise us to debit your Account immediately with all sums paid by us in respect of such instructions, and with all sums of moneys whatsoever, including interest costs, charges and expenses which we may incur as a result of complying with such instructions without any prior notice to or consent from you being required; and
- subsequently let us have your written confirmation of any instruction to us but the absence of such written confirmation shall not in any way prejudice our rights of recovery from you.

## A4 Credits to and payments out of your Account

- 4.1 If we receive instructions and credits for an Account before the relevant cut-off time on any Working Day, we will process them on that day or on the date specified in your instructions. Instructions and credits received after the cut-off time or for a non-Working Day will be processed on the next Working Day. The cut-off time is the latest time each day that we can make payments or transfers from an Account. We will tell you the cut-off times applicable to telephone, facsimile transmitted and computer (which in this Customer Agreement includes the internet, digital television and any form of electronic message made by any type of electronic device) instructions. Branch cut-off times vary and are displayed in each branch. For the purpose of this Customer Agreement, reference to Working Day shall mean a Working Day in the UAE which includes any day other than Friday or such other day when the banks in the UAE are open to the public for business ("**Working Day**").
- 4.2 You may deposit or withdraw money from your Accounts with us from any of our branches and/or ATM (where such service is available) in the UAE. Our determination of the authenticity of any cash deposited shall be final and conclusive.
- 4.3 We may return instructions and credits for an Account if:

- we believe that by complying with the instruction or receiving the credit we might breach a law, regulation, code or other duty which applies to us; or
  - we reasonably believe that complying with the instruction or receiving the credit may damage our reputation.
- 4.4** The clearing cycle for cheques and automated payments is the time taken for payments to or from your Account to be added or deducted.
- 4.5** In accepting cheques, bank drafts or other similar payment instructions for deposit, we only act as your collecting agent and assume no responsibility for realisation of the same. We are not obliged to make a credit to an Account before receipt by us of cleared funds. If we do make a credit to your Account before such receipt, we may reverse all or part of the credit (including any applicable interest), make an appropriate entry to your Account and require repayment of an amount corresponding to any debit balance. If any electronic or other payment you have received is recalled, we will debit your Account with the amount of that payment, whether or not it goes overdrawn and even if we allowed you to make a payment or to take cash against that item. You may incur charges and interest on any overdrawn amount.
- 4.6** You must complete cheques issued by you and/or presented by you so that they are not easy to alter.
- 4.7** We will not pay a cheque if it is presented to us for payment after 6 months of the date of the cheque.
- 4.8** We may refuse to make any payment if you do not have enough money in your Account at the close of the Working Day before the payment is due to be made. In deciding whether you have enough money, we take account of any authorised card transactions, any Overdraft limit, any cheques we are treating as cleared, and any instructions to make payments and regular payments which have not yet been paid from your Account. We may tell you if you can make payments from your Account against cheques which are not cleared. We do not have to take account of regular credits or any amounts received after we have decided not to make the payment. In the case of multiple cheques presented for payment which, together, exceed the money in your Account, we will process these cheques against your Account in the order of presentment or otherwise in our discretion.
- 4.9** If you make a payment from an Account that requires a notice period for withdrawal without giving the notice required for that Account, we may charge or reduce the interest payable on the Account.
- 4.10** Unless we agree otherwise, when you give us an instruction to make a payment, we will decide how the payment will be sent.
- 4.11** To make an international payment, we may have to send payments through another paying bank, and if this is the case, we will use a paying bank that is either chosen:
- by us; or
  - by a bank in the country the payment is being sent to and/or in the country whose national currency is being sent.
- 4.12** If we have to make an international payment through another bank, we will give you an indication of the date on which the payment should be received by that bank. This does not mean that the person the payment is being sent to will receive the payment on the same day. This will depend on the banking practice of the country concerned.

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- 4.13 In making an international payment or accepting an international deposit, we are acting for you. You will have to comply with any relevant local laws and you agree to indemnify and hold us harmless against all obligations and responsibilities we incur as a result of acting for you.
- 4.14 We may provide cheques, payment instruments and related materials to you. You are required to take due care to avoid any fraud, loss, theft, misuse or dishonour in respect of the cheques, payment instruments and related materials we have provided to you. You must promptly notify us in writing of the loss or theft of any cheque or payment instrument and you are required to return to us or destroy any unused cheque, payment instruments and related materials when the relevant Account is closed.
- 4.15 Unless otherwise specified, transactions in the normal course of business shall be undertaken in AED.

## A5 Interest and charges

- 5.1 Unless we tell you otherwise, we normally calculate interest on a daily basis on the amount of the cleared balance on each Account at the end of each day.
- 5.2 We pay interest or, if applicable, charge interest and fees by crediting or debiting your Account.
- 5.3 We shall be entitled to charge you fees whenever you use any of the services we make available to your Account(s) from time to time. You will be given details of our fees for using any of these services we provide to you either when you open your Account and/or from time to time and/or through any of our UAE Branches/Call Centre/ATM or Online Banking. We may vary, at our discretion, the interest rates and fees for our services from time to time in accordance with condition 14 of Part A. If, at any time, you do not have sufficient money in your Account(s) to cover our fees and charges, you irrevocably authorise us to deduct the amount of such fees and charges from any credit coming into such Account(s) without any prior notice to you or consent from you being required. Please also note, in particular, that we maintain a right of set-off between the Accounts you hold with us, as set out in condition 17.9 of Part A.
- 5.4 We will deduct tax (if applicable) on interest before we pay it to you.
- 5.5 There may be other taxes or costs that are not paid through us or imposed by us that you have to pay in connection with your Account.
- 5.6 If, at any time, for any reason, the balance of an Account falls below our prevailing minimum limits during any calendar month (where such limits apply), you will be required to pay and we will be entitled to debit to your Account, our applicable service charges. We may charge interest on any debit balance in an Account at our prevailing rate of interest.
- 5.7 If, for any reason, any of the Accounts you hold with us is/are closed, you will be required to fully and finally settle any outstanding fees and charges relating to such Account(s) in clear funds without any set-off or deduction whatsoever.

## A6 Statements

- 6.1 Unless otherwise agreed with you and subject to terms of this Customer Agreement, we will periodically provide statements on Accounts. Such statements will be sent by post or electronically (at our election). The frequency of account statements will be based

on the nature of the Account or shall otherwise be determined by us in our discretion. The account statement will show all amounts credited to or debited from your Account during the relevant period to which the statement relates. You must check your statement carefully and tell us within 30 days if the statement contains anything which appears to you to be wrong or not made in accordance with your instructions. Failure to notify us of the discrepancy/error within the 30 day period will make the statement final and will be treated as conclusive evidence of the transaction in respect of the period of time to which it relates.

- 6.2 We will correct any entries we have made by mistake in relation to your Account as soon as possible, provided you inform us of the error within the required 30 day period or we notice the incorrect entries.
- 6.3 We may include messages in your statements to inform you about any changes to this Customer Agreement.
- 6.4 In the event your Account becomes inactive or dormant, we may at our sole discretion discontinue providing periodic statements to you. Unless otherwise agreed with you, statements in relation to a dormant Account will only be provided annually. If however you require statements for any other period, you must specifically request this from us. Fees and charges may apply to the provision of such statements.

## A7 Responsibility for borrowing

- 7.1 Individuals are personally responsible for any money owed to us.
- 7.2 Joint account holders are individually and jointly liable for money owed to us. We have the right to demand repayment from all or any of the joint account holders for all or part of such money.

## A8 Telegraphic Transfers, Demand Drafts and any other type of Fund Transfer

- 8.1 You may be unable to obtain full value under a demand draft or manager's cheque or a telegraphic transfer due to exchange or other restrictions applicable in the country of payment or country of issue or due to charges and fees of the paying bank.
- 8.2 Return of a demand draft or manager's cheque previously issued by us will be at our sole discretion and will be purchased at our buying rate for the currency of the draft or cheque.
- 8.3 In the absence of special instructions from you, we may convert all transfers to your Account into the currency of your Account at our buying rate for the currency.
- 8.4 All transfers requested by you will be converted by the paying bank into the destination country's local currency at its buying rate.
- 8.5 We shall not be liable for any act or omission of any correspondent or paying bank or for any error or delay in transmission. You agree to indemnify and hold us harmless against all losses, damages and expenses incurred by us in relation to any demand drafts or manager's cheques issued by us or any telegraphic transfers made by us on your instructions.
- 8.6 If a manager's cheque or demand draft is lost, stolen or destroyed, you will indemnify us and hold us free and harmless from all liability with respect to the lost, stolen or destroyed manager's cheque or demand draft if we agree to issue a replacement manager's cheque

or demand draft for the same value less charges or refund the amount of the manager's cheque or demand draft after cancelling the same in our books.

### A9 Our liability to you and your liability to us

- 9.1 Subject to conditions 9.2 and 9.3 of Part A below, we will be liable to you for any loss, injury or damage resulting from any failure, delay or error in carrying out your instructions (however caused) but our liability will be the lower of:
- the amount of such loss, injury or damage; and
  - the amount of any interest you do not receive or any interest you have to pay as a result of such failure, delay or error.
- 9.2 We will not be liable to you if:
- we do not act on your instructions for any reason under condition 3.9, 4.3 or 4.8 of Part A;
  - the instructions you give us are not correct; or
  - we cannot carry out our responsibilities under this Agreement as a result of anything that we cannot reasonably control. This includes, amongst other things, any machine or electronic device failing to work, or by a Force Majeure Event.
- 9.3 We will not be liable to you in any circumstances for:
- loss of business, loss of goodwill, loss of opportunity, loss of profit;
  - any type of special, consequential or indirect loss whatsoever; or
  - loss caused as a result of any use by you of any account aggregation or similar service provided by someone else.
- 9.4 If you break any of the conditions of this Customer Agreement, we shall be entitled to claim from you any losses or costs that we incur as a result of your breach. These include, but are not limited to, the costs of tracing you, notifying you of the breach, communicating with you about the breach and enforcing payment of any amount due to us including legal fees. Our entitlement to claim such losses from you is in addition to our entitlement to recover from you any monies that you already owe us (such as the amount outstanding on any Overdraft we have made available to you, or any fees for our services that you have not yet paid).

### A10 Using information about you

- 10.1 In order to provide you with products and services we need to collect, use, share and store personal and financial information about you ("**your information**"). This includes information which we:
- (a) obtain from you or from third parties, such as employers, joint account holders, credit reference agencies, fraud prevention agencies or other organisations, when you apply for an Account or any other product or service, or which you or they give to us at any other time; or
  - (b) learn from the way you use and manage your Account(s), products and services, from the transactions you make such as the date, amount, currency and the name and type of supplier (e.g. supermarket services, medical services, retail services) and from the payments which are made to your Account.

You authorise us to request any information about you, your residence address, or the residence address of any of your family

members whether in the UAE, home country or any other country where you or your family reside. You also agree that we may inquire about your telephone numbers and mailing address and request any information relating to you which we deem appropriate whether directly or through any of our agents without reference to or prior permission from you.

You authorise and allow us to inquire from banks and other financial institutions, your employer, or any other body as we deem appropriate about any financial and non-financial information relating to you including but not limited to the details of banking facilities, the financial position, the income, and any other information relating to you which we deem appropriate without reference to or prior permission from you.

- 10.2 Where you provide personal and financial information relating to others (e.g. dependants, joint account holders) for the purpose of opening or administering your Account you confirm that you have their consent or are otherwise entitled to provide this information to us and for us to use it in accordance with this Customer Agreement.
- 10.3 We and other companies in the Barclays Group will use your information to manage your Account(s), give you statements and provide our services, for assessment and analysis (including credit and/or behaviour scoring, market and product analysis), to prevent and detect fraud, money laundering and other crime, carry out regulatory checks and meet our obligations to any relevant regulatory authority, and to develop and improve our services to you and other customers and protect our interests.
- 10.4 We and other members of the Barclays Group will use your information to inform you by letter, telephone, text (or similar) messages, digital television, e-mail and other electronic methods, about products and services (including those of others) which may be of interest to you. You may tell us at any time if you do not wish to receive marketing communications from us and/or other members of the Barclays Group by writing to us providing your full name, address and Account details.
- 10.5 We and credit reference and fraud prevention agencies will share your information. We and other organisations may access and use this information to make credit assessments and to prevent and detect fraud, money laundering and other crimes. Examples of circumstances when your information or information relating to your partner or other members of your household may be accessed and/or shared include:
- checking details on applications for credit and credit related or other facilities;
  - managing credit and credit-related accounts or facilities;
  - recovering debt;
  - checking details on proposals and claims for all types of insurance; and
  - checking details of job applicants and employees.

In addition, we will share information about you and how you manage your Accounts with credit reference agencies. Information held about you by the credit reference agencies may already be linked to records relating to your partner or members of your household where a financial “**association**” has been created. Any enquiry we make at a credit reference agency may be assessed with reference to any “**associated**” records. Another person’s record will be ‘associated’ with yours when:

- you make a joint application;
- you advise us of a financial association with another person; or
- if the credit reference agencies have existing, linked or 'associated' records. This 'association' will be taken into account in all future applications by either or both of you and shall continue until one of you applies to the credit reference agencies and is successful in filing a 'disassociation'.

Credit reference agencies keep a record of our enquiries and may record, use and give out information we give them to other lenders, insurers and other organisations. If false or inaccurate information is provided or fraud is suspected, details may be passed to fraud prevention and credit reference agencies.

Law enforcement agencies may access and use this information. The information recorded by fraud prevention agencies may be accessed and used by organisations in the UAE and in other countries. Please contact us if you want to receive details of the relevant fraud protection agencies.

You agree that we have the right to authorise lawyers and collection agencies (in or outside the UAE) to follow up the procedures of collecting any due indebtedness from you. You authorise us to provide such lawyers and collection agencies with any information or documents pertaining to your Account(s). The lawyers and the collection agencies are authorised to take the appropriate action on behalf of us while fulfilling their collection obligations including contacting you.

- 10.6** Without prejudice to the applicable laws, you agree to us, our officers and agents disclosing information relating to your Account(s) and how you manage your Account(s) and/or financial relationships with us, including but not limited to details of any Loans, any security taken, transactions undertaken, balances and financial positions with us, to:

- other companies within the Barclays Group;
- people who provide a service to us, such as our professional advisors, or are acting as our agents, on the understanding that they will keep the information confidential;
- anyone to whom we transfer or may transfer our rights and/or duties under this Customer Agreement;
- any actual or potential participant or sub-participant or assignee or transferee (or any agent or adviser of any of the foregoing) in relation to any of our rights and/or obligations under any agreement with us;
- any insurer or insurance broker, or direct or indirect provider of credit protection to you;
- any third party as a result of any restructure, sale or acquisition of any company within the Barclays Group, provided that any recipient uses your information for the same purposes as it was originally supplied to us and/or used by us; and
- any court or tribunal or regulatory, supervisory, governmental or quasi-governmental authority with jurisdiction over the relevant parties.

We may also give out information about you if we have a duty to do so or if the law allows us to do so. Otherwise, we will keep information about you confidential.

- 10.7** If we transfer your information in accordance with this condition 10 of Part A to a person, office, branch or organisation located



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in another country, we will make sure that they agree to apply the same levels of protection as we are required to apply to your information and to use your information strictly in accordance with our instructions.

- 10.8 We will retain information about you after the closure of your Account, or if your application is declined or abandoned for as long as permitted for legal, regulatory, fraud prevention and legitimate business purposes.
- 10.9 You can ask for a copy of the information we hold about you by writing to us. A fee will be charged for this service.

## A11 Special conditions relating to foreign currency, cheques drawn abroad and foreign currency cheques

- 11.1 All foreign currency credit balances are held for us by a bank we choose in the country of that currency and are subject to any local practices (including Working Days) and laws. You are responsible for any exchange rate risk.
- 11.2 Notice periods for withdrawals may vary according to the currency. Details are available upon request.
- 11.3 You must repay the Overdraft in freely convertible and transferable funds in the relevant currency, at such banks as we may specify.
- 11.4 When we convert foreign currency, we will do so at our exchange rate as determined by us from time to time on the first available Working Day subject to our standard charges, which we will deduct from your Account. The timing of debits and credits to your Account depends on the currencies involved.
- 11.5 We may accept foreign cheques and other items on terms available on request. Cheques payable abroad which may be received for payment into your Account will be negotiated at our discretion or collected at your expense. If any cheques are returned unpaid for any reason, we will debit your Account even if we have previously advised you of payment of the cheque. Negotiation and collection of cheques shall be subject to the current International Chamber of Commerce Uniform Rules for Collections.
- 11.6 Any fees or charges for foreign currency Accounts, cheques drawn abroad, foreign currency cheques or other foreign currency products and services will be payable in their AED equivalent. The AED equivalent will be calculated in accordance with condition 11.4 of Part A.

## A12 Special conditions relating to Online Banking

- 12.1 We will take reasonable care to ensure the security of, and prevent unauthorised access to, our Online Banking services.
- 12.2 You must:
  - ensure your computer and modem comply with the standards and requirements we tell you from time to time;
  - carry out your own regular virus checks;
  - follow the procedures and instructions in the user guidance that we give you from time to time;
  - not attempt to change any software provided by us;
  - not copy or allow any third party to use or copy any software provided by us without our consent; and

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- notify us immediately in person or by Phone Banking if you become aware of any failure, delay, malfunction or error in the sending or receiving of instructions or any suspected fraud.
- 12.3 If you use our Online Banking service outside the UAE, you do so at your own risk, as it may constitute an offence in that country.
- 12.4 The records we maintain of any instructions you give us by computer (which in this Customer Agreement includes the internet, digital television and any form of electronic message made by any type of electronic device) will be final evidence of your instructions and of the time they are given except where there is an obvious mistake.
- 12.5 You are responsible if, when you use our Online Banking service, you give us incorrect instructions or mistakenly instruct us to make the same payment more than once.

## A13 Assignment

We are entitled at anytime, without your consent, to assign the whole or part of our rights and/or obligations, under or with regard to any Account or service or this Customer Agreement, with or without notice to you. You may not assign, transfer or pledge any right, title or interest relating to any of your Accounts with us without our prior written permission. We shall disregard any attempted assignment, transfer or pledge made without our consent.

## A14 Changing the terms of this Customer Agreement

- 14.1 We may change the terms of this Customer Agreement (including our charges and interest rates) and introduce changes to and charges for our services (including any benefits or services provided as part of an Account package) at any time with prior notice to you. We may also upgrade your Account or enhance the services we provide to you where you will incur no extra cost and we consider this is to your advantage. Changes will normally be caused by market conditions (including any change in base interest rates), changes in the cost of providing a service to you, predicted changes in legal or other regulatory requirements affecting us, or any system or product development.
- 14.2 We will tell you about any changes which are to this Customer Agreement by changing any relevant information on the board at our branches in the UAE and may also do this by:
- advertising in the press;
  - sending you written notice by post or computer (which in this Customer Agreement includes the internet, digital television and any form of electronic message made by any type of electronic device);
  - making changes to this Customer Agreement;
  - putting messages on your statements; or
  - text (or similar) messages.

We will tell you about any other changes using the above methods, by notices in our branches in the UAE or by information given on our website.

- 14.3 Apart from changes to our interest rates which we can apply immediately, we will normally give you at least 30 days advance notice of any changes which are to your disadvantage. We may introduce changes immediately and advise you within 30 days of

the change if we reasonably consider the change is not to your disadvantage.

### A15 Customer segment and lifestyle benefits

- 15.1 A **“Premier Banking Customer”** is a customer who meets certain qualification criteria as defined by us. The qualification criteria can change from time to time and is available on our website.
- 15.2 A **“Select Account Customer”** is a customer who meets certain qualification criteria as defined by us. The qualification criteria can change from time to time and is available on our website.
- 15.3 We reserve the right to add, modify and remove benefits currently being offered as part of the Premier Banking and/or Select Account packages without any prior notice.
- 15.4 If you do not meet the criteria for your relevant customer segment as mentioned above, we reserve the right to downgrade your Account or withhold the lifestyle benefits extended to you through that package. This includes withdrawal of the Premier Credit Card product which is only available for Premier Banking Customers.

### A16 Closing your Account

- 16.1 You can close your Account(s) by telling us. We may ask you to confirm this in writing. If you do tell us, you must refrain from using our banking services or facilities without our consent. In the case of joint Accounts, any one account holder may tell us, provided you have agreed that any one of you can give us instructions.
- 16.2 We can end our banking relationship with you (including closing any Account or ceasing any service) by telling you in writing. We will give you at least 30 days notice. We can also modify or give you a new account number or customer identification number and/or transfer your Account to another branch if we close or combine branches, in which case we will give you at least eight (8) weeks notice. Any benefit or services we provide in relation to a particular Account will end as soon as your Account is closed.
- 16.3 We may at any time at our sole discretion, close your Account(s) or cancel and/or block your debit card(s) and/or Credit Card(s) and any additional debit card(s) or Credit Card(s) and/or require you to immediately repay all amounts you owe to us for reasons which shall include, but not be limited to, any breach of this Customer Agreement, any changes in our internal policies or any requirements under international or local laws, regulations or any other duties which apply to us. We are not required to provide the reasons for the closure, cancellation or blockage to you.
- 16.4 We may choose not to close your Account until you have returned any ATM Cards, Debit Cards or Credit Cards we have given you, any unused cheques and any computer banking software we have provided or if we are not able to evidence that there is a Direct Debit Authority still active against your Account(s). You must repay any money you owe us, including the amount of any cheques, Credit Card transactions or other payment instructions you have made, which have not been taken out of your Account. Interest will continue to be charged on all outstanding balances on your Credit Card(s) until payment or any judgment is made against you up to and including the date of full settlement.
- 16.5 When your Account is closed, it is your responsibility to cancel any direct payments or standing instructions or direct debit instructions to or from your Account. Where someone attempts to make a

payment into an Account which has been closed, we will take reasonable steps to return the payment to the sender.

- 16.6** In the event of your death or if you fail to possess legal capacity (as a result of an order of a competent court or being declared bankrupt by a competent court, or if you are a corporate entity and an order of liquidation has been issued in relation to you by a competent court) to operate your Account, your Account will be closed and we shall not be liable for any loss which may arise from any dealings on the Account unless and until we have received a written notice of the same together with satisfactory documents acceptable to us at our sole discretion. Any further transfers or withdrawals from your Account shall only be possible pursuant to an order of a competent court in the UAE.
- 16.7** Where no transactions have occurred in relation to any one of your Accounts for a period of one (1) year or more, we may in our discretion write to you at your last known address requesting confirmation that such Account is still active. If no response is received within 14 days of our writing to you, we may at our sole and absolute discretion take further action including (but not limited to) freezing or closing such Account.

## A17 General

- 17.1** This Customer Agreement shall be governed by and construed in accordance with the federal laws of the UAE and the rules, regulations and directives of the Central Bank of the UAE.
- 17.2** You irrevocably and unconditionally submit to the jurisdiction of the courts of the UAE. The submission to such jurisdiction shall not (and shall not be construed so as to) limit our right to take proceedings against you in the courts of any other competent jurisdiction nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.
- 17.3** The General Terms and Conditions and the Product Specific Terms and Conditions are provided to you in both Arabic and English. In the event there is a conflict between the Arabic and English text, the Arabic text shall prevail.
- 17.4** This Customer Agreement is in English and Arabic and we will write and communicate with you in English unless you write to us to request that we write and communicate with you in Arabic.
- 17.5** All activity relating to your Account with us may be suspended if we receive instructions from the relevant government authorities asking us to suspend activity on your Account (or take any further action required) or if we are required to do so under a provision of law, under a government regulation or notification, court order or instructions from the Central Bank of the UAE. You also agree that we may take any necessary action if we believe that funds have been obtained through illegal means or transactions.
- We may report any suspected or confirmed money laundering or other suspicious or illegal activities or transactions in or related to your Account(s) or banking services to the competent authorities in the UAE.
- 17.6** You are required to inform us, prior to opening any Accounts with us, if you are a member of the UAE armed forces.
- 17.7** We will ask you to complete application forms and questionnaires when you request us to provide you with certain products or services. You are required to ensure that the information provided by you while completing the application forms and questionnaires

is accurate. We require this information in order to assess your eligibility for a particular product or service. If we find that you have provided incorrect information, we may discontinue providing you with the product or service in respect of which the incorrect information was given and/or other products or services at our discretion.

- 17.8 If we do grant you an unsecured facility, you undertake and agree that you will not use the said facility for acquiring shares of companies established in the UAE or other GCC states (Bahrain, Kuwait, Oman, Qatar and Saudi Arabia).
- 17.9 We may at any time without notice or demand, combine and/or consolidate all or any of your other Accounts with us or at any of our branches (whether any such other Accounts are now existing or hereinafter opened) and apply any credit balance, set-off or transfer the same towards the satisfaction of any of your obligations or liabilities.
- 17.10 We may from time to time require you to provide us with security for any liability that you may have with us.
- 17.11 The inclusion of products, services, methods of communicating or providing instructions (by computer (which in this Customer Agreement includes the internet, digital television and any form of electronic message made by any type of electronic device), telephone, etc.) in this Customer Agreement should not be construed as a representation by us that such products, services, methods of communicating or providing instructions are currently available. We may from time to time introduce or withdraw products, services, methods of communicating and providing instructions at our sole and absolute discretion.
- 17.12 We reserve the right to refuse your application for any particular product or service without giving reasons and all other documents and information you provide together with such application shall form part of the Bank's records.
- 17.13 Our records of transactions and account balances shall be relied upon as conclusive evidence for the purposes of any litigation, arbitration or other dispute resolving proceedings.
- 17.14 We may, from time to time, offer promotions and special offers relating to our products and services. If you decide to take advantage of such promotions and special offers, you agree to be bound by the terms and conditions of such promotions and special offers as explained on any applicable application form, advertising and promotional materials and/ or notices displayed in our bank branches in relation to such promotions and special offers.
- 17.15 If you are an employee of Barclays, you acknowledge and agree that staff accounts will be monitored in accordance with the staff account monitoring policy of Barclays from time to time.

## B Product Specific Terms and Conditions

The following Product Specific Terms and Conditions apply when you request a particular Account, service or product whether by completing an application form or otherwise. Therefore, any Account, service, or product is governed by the General Terms and Conditions (Part A), the Product Specific Terms and Conditions (Part B), the application form for any Account, service or product and any Additional Conditions which we will tell you when you open an Account, request a service and/or product from time to time.

Without prejudice to the applicable laws, any delay or omission by us in exercising or enforcing (whether wholly or in part) any right or remedy arising in respect of an Account or this Customer Agreement shall not be construed as a waiver of such right or remedy.

### B1 Current Account

#### 1.1 Eligibility

Subject to our sole discretion and the applicable laws and the regulations of the Central Bank of the UAE, you are only eligible to open a current Account if you are a national or resident of the UAE and if you are 21 years of age or older. You may open a current Account if you are under the age of 21 but above the age of 18 if your father or court-appointed legal guardian signs the necessary account opening forms. In such circumstances, the father or court-appointed legal guardian who signs the account opening forms will be liable and responsible for all transactions concluded by the person under 21 years of age and all such transactions shall be deemed to be transactions undertaken and concluded by such father or court-appointed legal guardian.

#### 1.2 Operation of the current Account

The operation of the Account shall be assigned to you, your representative, your legal deputy or your attorney, and no expiration of the capacity of whosoever operates your Account shall be recognised unless we receive a written notification from you amending the current instructions.

#### 1.3 Issuance of cheque books

Subject to our discretion, we may issue a cheque book to you to enable you to operate your current Account which may be made available for collection by you or your representative at the branch at which your Account was opened or may either be sent by courier/mail at your absolute responsibility and risk and without any liability on us, to the address specified in the Account application form. We reserve the right to refuse to comply with any drawing instruction for a current Account unless such withdrawal instruction is made by cheque.

Cheque books will not be issued if you are under the age of 21 years.

You may withdraw cash against cheques, which shall be drawn on forms issued or approved by us, or against written orders to pay. Withdrawals by any other means may be permitted at our discretion.

You undertake and agree to keep your cheque book in a safe place to avoid any misuse of or fraudulent actions on your cheque book by any third party. In the event of loss or theft of your cheque book or any cheque(s), you shall promptly notify the competent authorities and provide us with immediate written notice together with written instructions or an order from a relevant government

authority to stop the payment of the lost or stolen cheque(s). You shall be liable for any losses or damages suffered by us arising thereof. You shall be solely responsible for any damages, which may result from having the cheque book, or any of its cheques kept with any of your successors or a third party.

### 1.4 Drawings from current Account

You shall draw cheques in Arabic or English. We shall not accept cheques written in any other language. We have the right to refuse paying the value of cheques, drawings, and payment orders drawn on your Account if the balance is not sufficient, even if you have credit balance in any other Accounts with us. You will have to authorise us in writing to cover such amounts from your other Accounts. Where a cheque has been endorsed, we have the right to refuse paying the value of such cheque. We may, however, accept endorsed cheques where the endorser is a Barclays customer and we are able to verify the signature of such endorser. Similarly, we have the right to refuse paying the value of cheques that have been altered, unless the alteration has been signed by you.

### 1.5 Stop payments of cheques

We will not accept instructions to stop payment of a cheque(s) without written instructions or an order from a relevant government authority. You will bear any loss, damage and cost due to this. We accept no responsibility for any failure to comply with such instructions and shall not be held liable for any consequences and cost including without limitation legal fees and penalties, which may arise out of our compliance with such instructions.

### 1.6 Closure of Account

If cheque(s) issued by you are returned unpaid on account of inadequate funds, we may apply charges in relation to such returned cheques. In addition, we may close your Account(s) pursuant to applicable laws and regulations in the UAE. In such an event, you will return all unused cheques relating to your Account(s). We may, in our sole and absolute discretion, open in your name another Account without cheques to replace the Account which has been closed and to transfer any credit facilities previously granted on the closed Account (if any) to the new Account. We will also be required to report such Account(s) and related details to the Central Bank of the UAE and other relevant authorities. If you leave the UAE to take up residence in any other country, the ATM Cards, Debit Cards and Credit Cards and unused cheques are required to be returned to us at least 14 days prior to your departure.

### 1.7 Interest

Unless otherwise agreed, you agree that you are not entitled to interest on the credit balances in your current Account and that you reserve no right to claim for the payment of any interest on those balances. Provided you meet any minimum balance requirements, the interest rate on the positive balance standing to the credit of your current Account shall, unless we tell you otherwise, be calculated by us on a daily basis and credited to your current Account on a monthly basis. We reserve the right to vary the interest rate according to the currency or the balance category. Our prevailing rate for this purpose is displayed on Online Banking and may be communicated to you in other ways in accordance with this Customer Agreement.

### 1.8 Fees and expenses

You acknowledge that we have the right to debit your Account(s) with all fees, charges and expenses paid or incurred in connection

with any dealing between us or between you and any third parties pursuant to your instructions.

### 1.9 Minimum balance requirement

Current Accounts may be subject to a minimum balance requirement as decided by us from time to time. If the minimum balance falls below the limit decided by us then no interest will be paid. In addition, your current Account shall be debited with monthly maintenance charges, as displayed in the schedule of fees and charges displayed on the notice boards in our bank branches in the UAE.

## B2 Savings Account

### 2.1 Eligibility

You are only eligible to open a savings Account if you are 21 years of age or older. You may open a savings Account if you are under the age of 21 if your father or court-appointed legal guardian signs the necessary account opening forms. In such circumstances, the father or court-appointed legal guardian who signs the account opening forms will be liable and responsible for all transactions concluded by the person under 21 years of age and all such transactions shall be deemed to be transactions undertaken and concluded by such father or court-appointed legal guardian.

### 2.2 Minimum balance requirement

Savings Accounts shall be subject to a minimum balance requirement as decided by us from time to time. If the minimum balance falls below the limit decided by us, then no interest will be paid. Your savings Account shall be debited with monthly maintenance charges.

### 2.3 Withdrawals from your savings Account

Withdrawals shall be made using forms designated for that purpose or ATM Cards or Debit Cards or by any other instrument provided by us in accordance with our systems applicable thereto. You can withdraw as frequently as you require but subject to the minimum balance being maintained. Cheque books will not be issued for savings Accounts.

### 2.4 Interest

Subject to any minimum balance requirement for your savings Account, the interest rate applicable for your savings Account shall be available at our UAE branches and on our website and shall be subject to change with notice to you. The interest payable on your savings Account will be computed and credited to your savings Account in accordance with the product features as applicable and as determined by us from time to time. Interest rates, tiers, crediting cycle and any other features of the savings Account are subject to change at any time at our sole discretion and with notice to you. We reserve the right to vary the interest rate according to the currency or the balance category.

## B3 Term Deposit Account

- 3.1 You are only eligible to place a term deposit with us if you are 21 years of age or older. You may place a term deposit with us if you are under the age of 21 but over the age of 18 if your father or court-appointed legal guardian signs the necessary term deposit application forms. In such circumstances, the father or court-appointed legal guardian who signs the application forms will be



liable and responsible for all transactions concluded by the person under 21 years of age and all such transactions shall be deemed to be transactions undertaken and concluded by such father or court-appointed legal guardian.

- 3.2 You may place a term deposit with us by opening and operating a term deposit Account(s), which may be denominated either in AED or in any foreign currency acceptable to us. Term deposit Accounts are opened by submitting a completed term deposit application form (physical or electronic) and making a deposit of the principal sum (in clear funds) stated in your application form with us together with such documents we may reasonably require.
- 3.3 In order to open a term deposit Account, you may need to maintain a current and/or savings Account with us. A current or savings Account may be opened by submitting a completed current or savings Account application form.
- 3.4 If we agree to open a term deposit Account in your name upon consideration of your application form, we shall, within a reasonable period, issue a confirmation of deposit detailing the principal sum received, the length of time for which your principal sum will remain on deposit with us, the maturity date, the applicable interest rate payable by us during the term of your term deposit, the interest amount due on maturity and the total maturity value.
- 3.5 We will pay interest on the principal sum at maturity of the term deposit, calculated at the interest rate set out in your confirmation of deposit.
- 3.6 We will pay interest on the principal sum on and from the date of receipt of the principal sum (in clear funds) from you until the maturity date, provided that if we receive the principal sum after banking hours or such other cut-off time as we may determine, we reserve the right to calculate interest on the principal sum on the next Working Day.
- 3.7 Where your term deposit matures on a non-Working Day, or would otherwise mature on a date on which is not a Working Day, the maturity date of the term deposit will instead be the next Working Day.
- 3.8 We may (but shall not be obliged to) automatically renew the term deposit at the maturity date for the same period at the interest rate then applicable (as determined by us), unless you instruct us, in writing, otherwise no less than three (3) Working Days prior to the maturity date of your term deposit.
- 3.9 If you request a withdrawal of all or part of the principal sum prior to the maturity date, we will charge you a breakage fee and an interest rate penalty. Such fees and interest rate penalties shall be determined by us, in our sole and absolute discretion, and will appear on the notice board in any of our branches in the UAE and/or made available on our website. Any changes to these fees and interest rate penalties will also appear on the notice board in any of our branches in the UAE and/or made available on our website. Where you request an early withdrawal of part of the principal sum prior to the maturity date (which shall not be permitted unless you receive our written permission after your request for such early partial withdrawal), the fees and interest rate penalties will apply only to the amount of the principal sum you are withdrawing prior to the maturity date. All fees and interest rate penalties will be deducted from your term deposit Accounts or any other Accounts you have with us before the principal sum (and any interest) is made available to you. Total fees and interest rate penalties will never exceed the originally deposited principal sum.

- 3.10 If you request a withdrawal of all or part of the principal sum (at any time) in any currency (acceptable to us) other than the currency in which the term deposit is denominated, we shall convert the total amount payable to you into the currency requested in accordance with condition 11.4 of Part A.
- 3.11 Amounts representing the principal sum and any accrued interest shall be paid in the currency in which the term deposit Account is denominated.
- 3.12 The interest rate for any new deposits may be varied, changed, and modified at our sole and absolute discretion and without any prior notice to or consent from you being required. All our current interest rates for new deposits (including any special or promotional rates) are available on request at our UAE branches and/or Phone Banking.

## B4. Call Account

### 4.1 Eligibility

You are only eligible to open a call Account if you are 21 years of age or older. You may open a call Account if you are under the age of 21 if your father or court-appointed legal guardian signs the necessary account opening forms. In such circumstances, the father or court-appointed legal guardian who signs the account opening forms will be liable and responsible for all transactions carried out by the person under 21 years of age and all such transactions shall be deemed to be transactions undertaken and concluded by such father or court-appointed legal guardian.

### 4.2 Operation of the Call Account

The operation of the call Account shall be assigned to you, your representative, your legal deputy, or your attorney, and no expiration of the capacity of whosoever operates your Account shall be recognised unless we receive a written notification from you amending the current instructions.

### 4.3 Minimum balance requirement

Call Accounts shall be subject to a minimum balance requirement as decided by us from time to time and in accordance with the prevailing rates for call Accounts. If the minimum balance falls below the limit decided by us, then no interest will be paid. In such event, your Account shall also be debited with monthly maintenance charges.

### 4.4 Withdrawals from your call Account

Withdrawals may be made from your call Account subject to minimum withdrawal notice requirements specified in your call Account application form. Cheque books will not be issued for call Accounts. Withdrawals shall be made by transfer of funds into another of your Accounts with us or by any other instrument provided by us in accordance with our systems applicable thereto. You can withdraw as frequently as you require but subject to the minimum balance being maintained.

### 4.5 Interest

We will calculate the interest accrued on the daily credit balance of your call Account and will credit this to your Account quarterly. We reserve the right to vary the interest rate applicable to call Accounts from time to time, including on the basis of withdrawal notice periods, particular foreign currency denominated Accounts and balance categories. Our current rates will be displayed on Online

Banking or available on request from any of our UAE branches and/or Phone Banking.

## B5 Joint Account

### 5.1 Title

You (the joint account holders) agree that the title of your Account will not give any person any right to the benefit of any particular current, savings, term deposit, call or other Account and that the account opening form or related documentation will determine whether the particular Account is single or joint.

### 5.2 Conflicting instructions

If we receive conflicting instructions from different signatories to your Account, we shall have the option at our sole and absolute discretion to require a fresh mandate from all the signatories or Account holders before giving effect to any instructions.

### 5.3 Death of joint account holder

If a joint account holder dies or loses his legal capacity, the surviving joint account holder shall inform us of the same in writing immediately but in any event within a period not exceeding 10 days from the death or loss of legal capacity. Upon receipt of such notice in writing, we shall suspend all transactions from the joint Account until evidence is provided to our satisfaction that the deceased or incapacitated joint account holder's successor or legal representative is appointed in accordance with the applicable laws and regulations in the UAE. We shall not be liable for any withdrawals that might take place prior to our receipt of the required written notice.

### 5.4 Overdraft

Any Overdraft or other liability of yours or the joint account holder to us whatsoever shall be the joint and several responsibilities of all joint account holders.

Each of you shall be individually as well as jointly liable for any or all amounts payable to us in the event of death, bankruptcy, liquidation, (including the passing of a resolution for liquidation) or dissolution of one or more of you or an application for administration or an administration order or voluntary arrangement and/or any analogous proceedings in any other jurisdiction. In such cases, the obligation of the others shall continue in full force and effect.

## B6 ATM Cards/Debit Cards

### 6.1 General

A Barclays automatic teller machine card (an "ATM Card") and/or debit card (a "Debit Card") may be issued to you at our sole discretion. The ATM Card and/or Debit Card may, at your request, be issued to you for your current or savings Account or for any of your other Accounts or for any banking facilities from time to time opened and maintained with or made available by us at our discretion to enable you to have direct access to any of your Accounts and to effect banking transactions by electronic means at any ATM located within or outside the UAE. You can collect the ATM Card and/or Debit Card from us or the ATM Card and/or Debit Card can be sent to you at the address notified by you.

### 6.2 Use of ATM Card and/or Debit Card

- 6.2.1 Upon receipt of the ATM Card and/or Debit Card, you shall sign the signature panel on the back of the ATM Card and/or Debit Card immediately, such signature and/or use or continued use by you of the ATM Card and/or Debit Card shall constitute acceptance of this Customer Agreement and other specific terms and conditions that may be issued by us for this purpose.
- 6.2.2 The ATM Card and/or Debit Card at all times shall remain our property.
- 6.2.3 The scope of the services provided by use of the ATM Card and/or Debit Card may from time to time be determined by us in our sole and absolute discretion without prior notice to or consent from you being required.
- 6.2.4 We are entitled, without prior notice, to withdraw or discontinue your use of the ATM Card and/or Debit Card at any time for any reason whatsoever.
- 6.2.5 You shall keep your PIN confidential.
- 6.2.6 You accept our record of transactions for the ATM Card and/or Debit Card as being conclusive, final and binding for all purposes.
- 6.2.7 You will be responsible for all transactions processed by use of the ATM Card and/or Debit Card regardless of whether or not the transactions were processed with your knowledge or with your express or implied authority and shall indemnify us for all loss or damage howsoever caused by the unauthorised use of the ATM Card and/or Debit Card or related PIN. You hereby irrevocably authorise us to debit your Account(s) with the amount of any withdrawal or transfer in accordance with our record of transactions which shall at all times be conclusive, final and binding on you.
- 6.2.8 Before using or attempting to use the ATM Card and/or Debit Card for withdrawal or transfer of funds you will ensure that sufficient funds are available in your Account(s) or that a prior arrangement with us for this purpose has been made. If for any reason such Account is overdrawn by the use of the ATM Card/Debit Card, you shall be responsible for settling the overdrawn amount immediately by a direct payment or transfer of funds from any other Accounts. Failure to comply with this condition shall entitle us to cancel your and/or transfer the overdrawn amount or any amount due from any of your Accounts. If more than one (1) Account is maintained with us, we shall have the right to debit or set-off from any of your Accounts in order to cover the overdrawn amount without prior notice to you.
- 6.2.9 The ATM Card and/or Debit Card is not transferable and may only be used by you. You shall take the maximum care to prevent your ATM Card and/or Debit Card from being lost or stolen and you undertake not to pass your ATM Card and/or Debit Card to any other person.

In the event that you disclose your PIN to any person, it will be at your risk and responsibility with no recourse to us. Any use will be deemed to have been made by you.

- 6.2.10 In the event that your ATM Card and/or Debit Card is lost or stolen or the PIN is disclosed to any other party, you shall immediately report this loss, theft or disclosure, together with the particulars of your ATM Card/ Debit Card, to us in person or by Phone Banking and until the loss, theft or

disclosure of PIN is reported to us, you will be responsible for the transactions processed by use of your ATM Card and/or Debit Card. We shall not be liable for any loss or damages resulting from such loss, theft or disclosure of your PIN.

- 6.2.11 You authorise us to debit any of your Accounts with the amount of any withdrawal transfer or other transaction effected by use of the ATM Card and/or Debit Card.
- 6.2.12 We shall have the discretion from time to time to set or change the daily cut-off time without notice or responsibility to you. Any transaction by use of the ATM Card and/or Debit Card after such cut-off time shall be treated as the next Working Day value transaction.
- 6.2.13 Cash cheques or instruments deposited at any terminal by use of the ATM Card and/or Debit Card will only be credited to the Account after verification of the said cheques or instruments by us. The record issued by any terminal only represents what you claim to have deposited and shall not have any evidentiary value whatsoever. Cheques deposited will be sent for collection and the funds will be available only after the cheque has cleared in accordance with the prevailing procedures followed by us.
- 6.2.14 All transactions and obligations arising from the use of the ATM Card and/or Debit Card in relation to a joint Account shall be binding on, and will be the joint and several obligations of all the joint account holders. When requested, if there is more than one authorised user for an Account, we may make available more than one ATM Card and/or Debit Card to you. In such case, for the avoidance of doubt, this Customer Agreement and transactions there under will be binding on all account holders and authorised users.
- 6.2.15 We shall not be liable to you for any failure in performing our obligations or providing any service in connection with any computer, telecommunications or other technical failure or other cause beyond our control. We shall not be liable to you or any third party for any loss or damage arising directly or indirectly from any malfunction or failure of your ATM Card and/or Debit Card or the ATM or the temporary insufficiency of funds in such ATM or the failure of any retailer or supplier to accept or honour your ATM Card and/or Debit Card or the manner in which the refusal was communicated to you.
- 6.2.16 You shall in all circumstances accept full responsibility for all the transactions processed by the use of the ATM Card and/or Debit Card including without limitation those transactions which may be the result of a fraudulent or unauthorised act of any person.
- 6.2.17 All withdrawals made with the ATM Card and/or Debit Card outside the UAE constitute a payment at our branches in the UAE and a remittance to the country where the withdrawal is effected.
- 6.2.18 Only the currency or currencies available for withdrawal may be withdrawn by use of the ATM Card/Debit Card. The number and amount of withdrawals shall be subject to any restrictions indicated at the ATM, the laws and regulations of the UAE, any other applicable laws and by this Customer Agreement.
- 6.2.19 Use of the ATM Card and/or Debit Card at any ATM outside the UAE shall not in any way (i) cause an Account domiciled

in the UAE to be treated as or deemed to be an account domiciled in the country in which the ATM is located or in any other country in which we are located and (ii) cause or give rise to any liability to any of our other branches, subsidiaries, parent or affiliates.

- 6.2.20 Your rights relating to withdrawals are subject to the laws, rules and regulations (including without limitation, any exchange controls, regulations or limitations) of the UAE, the country in which such withdrawal is requested and the institution which owns the ATM. You shall only use your ATM Card and/or Debit Card for purchases that are legally acceptable in the UAE and/or the country of purchase. We reserve the right (subject to applicable law) to refuse settlement of any ATM Card and/or Debit Card transaction on your behalf if we are of the reasonable opinion that the ATM Card and/or Debit Card transaction is for goods and/or services which we consider illegal.
- 6.2.21 You understand that you will only be able to withdraw cash in AED within the UAE and foreign currency as may be permitted by us, up to limits set from time to time by us.
- 6.2.22 To enable use of the ATM Card and/or Debit Card at any terminal or electronic network in or outside the UAE, you consent to our participation from time to time in any network permitting such use and the release and transmission of data and information on any of your Accounts and to their storage and processing by any means to any participants in such network. You further consent to the compliance by us and the said participants in such network with laws and regulations of their respective jurisdictions governing disclosure of account information to which we and the said participants may be respectively subject.
- 6.2.23 For security reasons, you are advised to change your PIN from time to time.
- 6.2.24 You may be charged a fee for using ATMs that are not operated by us. We may, from time to time, introduce, change or discontinue fees and charges in relation to ATM access and usage. Our fees (if any) will be displayed on our display board at any of our branches in the UAE or on our website. You hereby irrevocably authorise us to debit your Account(s) with the amount of any such fees (whether charged by us or by other banks) without any prior notice to or consent from you being required.
- 6.2.25 Where a person under 21 years of age applies for an ATM Card and/or Debit Card, this may be issued at our sole discretion. If we decide to issue such ATM Card and/or Debit Card to a person under 21 years of age, such person's father or court-appointed legal guardian (who has signed the application forms for the Account to which the ATM Card and/or Debit Card relates) will be responsible for all transactions undertaken and concluded by the person under 21 years of age using the ATM Card and/or Debit Card, and all such transactions shall be deemed to be transactions of such person's father or court-appointed legal guardian.

## B7 Standing Instruction

- 7.1 We will process any standing instruction from you only if you have sufficient cleared funds available in your relevant Account.

- 7.2 If on two (2) successive occasions, sufficient cleared funds are not available in your relevant Account for us to process a standing instruction, we may at our sole and absolute discretion cancel that standing instruction without prior notice to you or consent from you being required.
- 7.3 We may at our sole and absolute discretion determine the order of priority of payment of standing instructions over cheques drawn on, or other payments to be withdrawn from, your Account(s).
- 7.4 We may in our sole and absolute discretion make a payment pursuant to a standing instruction in circumstances where you do not have sufficient cleared funds available in your relevant Account for such payment. The amount of any shortfall of cleared funds available for a payment shall constitute an Overdraft. You will be liable to repay the amount of such Overdraft and any applicable interest and charges on any temporary Overdraft arising as a result of payment of a standing instruction.
- 7.5 We will not be responsible for any delays, losses in transit, errors of transmission, computer error or other errors attributable to us or to any correspondent bank.
- 7.6 You may amend or cancel any standing instruction by giving us prior notice. Cancellation or amendment of a standing instruction shall only be effective in respect of payments which are due to be made more than 15 days after receipt of such notice by us.
- 7.7 We may ask you to provide us with any information or documents relating to a particular standing instruction you have requested. If the requested information or documents is not provided, we may not process that particular standing instruction.

## B8 Direct Debits

### 8.1 Operation of Direct Debits

We will debit your Account(s) in respect of your direct debit instructions in compliance with the UAE Direct Debit System Rules. We will process any direct debit instruction from you only if you have sufficient cleared funds available in your relevant Account(s) and will process your Direct Debit Authority, Direct Debit Requests, Direct Debit Amendment Requests, Direct Debit Cancellation Requests, Direct Debit Payment Stop Requests and claims relating to unauthorized payments within the Mandated Turnaround Time. You may inform us that your direct debit instructions will not apply to one or more specific Account(s) that you hold with us.

We will process any direct debit instruction from you whether or not you have separately made an alternative payment by another method that covers the value of the direct debit payment in advance of the due date for the relevant direct debit instruction that covers the value of the direct debit instruction.

If on four (4) successive occasions, sufficient cleared funds are not available in your relevant Account(s) for us to process a direct debit instruction, we shall cancel that direct debit instruction, without prior notice to you or consent from you being required, except for a direct debit instruction that relates to a credit card payment. We shall inform the Paying Bank of such cancellation prior to the cancellation of the direct debit instruction. We may at our sole and absolute discretion process a Direct Debit Amendment Request, a Direct Debit Cancellation Request or Direct Debit Payment Stop Request, if that request relates to credit card, finance service or loan services.

### 8.2 Statements

In circumstances where you do not have sufficient funds available in your relevant Account(s) for a payment pursuant to a direct debit instruction, we shall submit No-Pay Instructions to the UAE Direct Debit System before the cut-off time stipulated by the Central Bank.

We will make a payment pursuant to a direct debit instruction in circumstances where you do not have sufficient cleared funds available in your relevant Account for such payment if an Overdraft Facility exists to cover the amount of any shortfall of cleared funds. You will be liable to repay the amount of such Overdraft and any applicable interest and charges on any Overdraft arising as a result of the payment of a direct debit instruction.

### 8.3 Delays

You acknowledge that we and the Central Bank will not be directly or indirectly responsible for any delays, losses in transit, errors of transmission, computer errors or other errors attributable to us or to any correspondent bank with respect to the operation of the UAE Direct Debit System.

### 8.4 Amendments and Cancellations

You may amend or cancel any direct debit instruction by giving us prior notice by submitting a Direct Debit Amendment Request form or a Direct Debit Cancellation Request form. Cancellation or amendment of a direct debit instruction shall only be effective in respect of payments which are due to be made more than 7 days after receipt of such notice by us. [We will not be required to act upon a Direct Debit Amendment Request, Direct Debit Cancellation Request or Direct Debit Payment Stop Request from you where such request relates to credit card, a finance service or loans services].

### 8.5 Information

We may ask you to provide us with any information or documents relating to a particular direct debit instruction you have requested. If the requested information or documents are not provided, we may not process that particular direct debit instruction.

### 8.6 Assignment and Transfer

You may not assign, transfer or pledge any right, title or interest relating to any of your direct debit instructions without our prior written permission. We shall disregard any attempted assignment, transfer or pledge made without our consent. You may transfer your Account(s) to another bank by closing your Account(s) with us. The terms of this Customer Agreement do not restrict you from using the services of another bank.

You agree that we may assign to our successors and assigns our rights under the Account(s) or services including any direct debit instructions provided in relation to the Account(s) or services, subject to such assignment not prejudicing your rights under this Customer Agreement. References to “us” and “we” shall include our successors and assigns.

In the event that you transfer your Account(s) to another bank, you will close your Account(s) with us. You can close your Account(s) by telling us. We may ask you to confirm this in writing. If you do tell us, you must refrain from using our banking services or facilities without our consent.

We will not close your Account(s) until you have cancelled all direct debit instructions relating to such Account(s). If you have not cancelled all direct debit instructions relating to such Account(s), you will be required to submit Direct Debit Cancellation Notifications to us for all active direct debit authorisations. You



will be required to arrange to submit Direct Debit Cancellation Notifications for all active Direct Debit Authorities to an Originator that can only be cancelled by an Originator. We shall close your Account(s) without your consent when, but not limited to the circumstances where we have been ordered to close your Account(s) by the Central Bank or by other competent law enforcement authorities.

### **8.7 Refunds and claims against us**

We will endeavor to reimburse you where a payment of an amount is made from your Account(s) and such payment is not authorized by reference to the factors specified in the Rules of the Central Bank. You can only make a claim for a refund in accordance with the Rules of the Central Bank. We can refuse to act on any direct debit instruction if we believe that by carrying out your direct debit instruction, we might breach the Rules of the Central Bank.

### **8.8 Dispute Resolution**

The UAE Direct Debit System shall be governed by and construed in accordance with the federal laws of the UAE and the Rules of the Central Bank. Any disputes regarding the UAE Direct Debit System shall be subject to the Central Bank's Dispute Resolution Procedure. The Dispute Resolution Procedure is for complaints relating only to the conduct of and participation in the UAE Direct Debit System and the compliance by Participants with the UAE Direct Debit System Rulebook issued by the Central Bank. The UAE Direct Debit System and the Central Bank will not be responsible for any disputes between you and an Originator arising in relation to the underlying contract between you and the Originator.

You must first approach us to resolve the concerned dispute prior to lodging a complaint with the Central Bank. We will endeavor to resolve the dispute within two (2) weeks of receiving a notification of the dispute from you. In the event that we do not resolve your dispute, you may request the Central Bank to initiate the Dispute Resolution Procedure if you believe that we are in breach of the Rules or that we have incorrectly determined that a direct debit payment was incorrectly authorized. To lodge a complaint with the Central Bank, you must submit a Dispute Lodgment Request. You must attach copies of your Direct Debit Authority and the relevant Statement. Your complaint(s) will be addressed by the Central Bank in accordance with the sequential steps stipulated in the Central Bank's Rules. You will still have the option of taking your complaint to the UAE courts if you remain dissatisfied with the decision of the Central Bank.

Disputes between Participants shall be resolved between the originating and debtor banks in relation to the underlying contract between them. In its discretion, the Central Bank may, if requested, provide assistance to resolve disputes arising out of the UAE Direct Debit System between Participants pursuant to the UAE Dispute Resolution Procedure. The Central Bank shall not be responsible for any losses if requested to provide assistance to resolve disputes arising out of the UAE Direct Debit System.

### **8.9 Fees and expenses**

We will charge you fees, which are set out in the Schedule of Charges, for setting up and operating the direct debit functionality. You acknowledge that we have the right to debit your Account(s) with all fees, charges and expenses paid or incurred in connection with any lodgment of a Direct Debit Request or confirmation of a Direct Debit Authority.

We will debit your Account(s) with fees, charges and expenses to make a payment from your Account(s) into the UAE Direct Debit

System. If you request a cancellation or amendment of your direct debit instructions, we will charge you a fee. Such fees shall be determined by us, in our sole and absolute discretion, and will be set out in the Schedule of Charges and/or will appear on the notice board in any of our branches in the UAE and/ or be made available on our website. We will also charge you a fee when we process a Direct Debit Payment Stop Request from you.

Any changes to these fees will also appear on the notice board in any of our branches in the UAE and/or made available on our website.

## B9 Sweep In/Sweep Out

### 9.1 Sweep In

Subject to the conditions below, subscribing to the Sweep In functionality on your Account(s) will allow you to consolidate the credit balances in some or all of your current, savings and term deposit Accounts when making a withdrawal or payment from any of your selected savings or current Accounts. By utilising this functionality, when you withdraw money by drawing a cheque, by making a transfer of funds or by using your ATM Card and/or Debit Card the credit balances in each of your savings, current and/or term deposit Accounts (as selected by you) will be combined together.

In this way any shortfall in a particular savings and/or current Account(s) can be covered by using the credit balances standing in your other current, savings and/or term deposit Accounts.

If we set up Sweep In functionality on your Account(s) you irrevocably authorise us to transfer funds (subject to available credit balances) from and to your Account(s) (as selected by you) as we in our sole and absolute discretion deem necessary to effect your instructions.

### 9.2 Sweep Out to term deposit Account

If we set up Sweep Out functionality on your Account(s) you irrevocably authorise us to transfer funds (subject to available credit balances) from that Account to a new term deposit Account once the aggregate balance in that Account exceeds an agreed maximum threshold. A minimum Sweep Out amount shall be agreed between us. You must advise us of the term of the new term deposit Account that is set up as a result of the operation of the Sweep Out functionality. The interest rates for such new term deposits will be the current applicable rates for the selected term as displayed on your Online Banking account and available on request from UAE branches and/or Phone Banking.

### 9.3 Activation

The Sweep In and/or Sweep Out functionality may, at your request and at our sole and absolute discretion, be set up on any of your Accounts from time to time opened and maintained with us at our discretion. In order to make such a request you are required to complete and submit the necessary application form. Such application form is available at our branches.

### 9.4 Use of Sweep In

If a term deposit is utilised in the operation of the Sweep In functionality, it is your responsibility to provide specific instructions to reinstate or book a new term deposit. You agree and understand that where a term deposit is utilised in the operation of the Sweep In functionality the amount of interest we pay on your term deposit

Account will be reduced accordingly and we may also deduct an (applicable) amount from the interest accrued in your term deposit Account for early termination. Only the cleared and available balance in the Accounts will be combined for Sweep In purposes. Any funds which are uncleared or earmarked for any particular purpose will not be considered for the purposes of the Sweep In functionality. The operation or use of Accounts which have been restricted in any manner whatsoever or which you cannot operate acting individually may not be included within the Sweep In functionality.

### 9.5 Transfer and withdrawal

When using the Sweep In functionality, where you have drawn a cheque to withdraw funds or to make payment to a third party or where you have instructed us to make a transfer of funds from a particular Account and the Account does not have sufficient funds to make the requested payment/withdrawal/transfer, we will use the credit balance standing in your other current, savings, term deposit Accounts in order to enable you to make such payment/transfer/withdrawal. We may in our sole and absolute discretion use a previously agreed and unused Overdraft to make up the shortfall of funds to make such payment/transfer/withdrawal.

### 9.6 Withdrawals using ATMs and payments using ATM Card and/or Debit Cards

In order to use the Sweep In functionality when making withdrawals from any of our ATMs, you will be asked to choose the Accounts from which you want to withdraw cash for which you have been issued a ATM Card and/or Debit Card. In order for you to be able to do this, you should first inform us of which Accounts you would like to link to your ATM Card and/or Debit Card. In order to use the Sweep In functionality while utilising ATMs of other banks or when using your ATM Card and/or Debit Card to make payments, you should first nominate a particular Account that would function as your primary account (the “**Primary Account**”). You should also inform us of which of your other Accounts should be linked (the “**Linked Accounts**”) to your Primary Account. By doing so you would be able to access the Primary Account’s credit balance as well as your Linked Account’s credit balances.

### 9.7 Record

You accept our record of transfers made between your Accounts as being conclusive, final and binding for all purposes.

### 9.8 Additional Accounts

You may at any time include any other Account within the Sweep In and/or Sweep Out arrangements, if we have received seven (7) Working Days prior written notice from you.

### 9.9 Right of cancellation, set-off, combination or consolidation

The Sweep In and/or Sweep Out arrangements shall not affect our right to cancel and demand repayment of any and all facilities made available to you and to exercise our rights of set-off, combination or consolidation of Accounts at any time and without prior notice, nor shall the arrangement affect the banking or accounting relationship between us.

### 9.10 Errors

You agree that when instructing us to activate the Sweep In and/or Sweep Out functionality for any of your Accounts we will not be responsible or liable for any failure of the functionality as a result of anything that we cannot control. This includes, amongst other things, any machine or electronic device failure or any Force Majeure Event.

### 9.11 Own assessment

You will make your own assessment of the legal, tax and accounting implications of the Sweep In and/or Sweep Out arrangement(s). We shall not be responsible or liable for the sequence in which cheques are cleared in your Accounts which are linked for the purposes of the Sweep In and/or Sweep Out functionality. You hereby confirm your understanding of and agree that where Accounts are linked for the purposes of the Sweep In and/or Sweep Out functionality and multiple cheques are presented in one or more of such linked Accounts and there are insufficient funds to clear one or more of such cheques, then we will return such cheques as we deem necessary in our sole and absolute discretion. We do not take any responsibility for protecting any one or more Accounts in case all Accounts are linked for the purposes of Sweep In and/or Sweep Out.

### 9.12 Fees

We may charge a fee for setting up and operating the Sweep In and/or Sweep Out functionality. We may, from time to time, introduce, change or discontinue fees and charges in relation to Sweep In and/or Sweep Out. Our fee (if any) will be displayed on our display board at any of our branches in the UAE and the schedule of charges available on our website. You hereby authorise us to debit your Account(s) with the amount of any such fees and charges without any prior notice to you or consent from you being required.

### 9.13 Termination

The Sweep In/Sweep Out arrangement(s) shall remain effective until terminated by not less than seven (7) Working Days prior written notice from you to us or from us to you or such other shorter notice period as may be practicable in the circumstances if (a) there is any material change in the applicable law, regulatory requirements or accounting treatment in connection with the Sweep In and/or Sweep Out arrangement(s), or (b) in our reasonable opinion there is a material breach of this Customer Agreement.

## B10 Credit Card

### 10.1 Key Financial Information

#### 10.1.1 Credit Limit

We will tell you your Credit Limit when you first receive your Credit Card. We may from time to time amend/vary your Credit Limit depending on our assessment of your Credit Card usage.

#### 10.1.2 Monthly Repayments

You must make the minimum payment every month as specified in your monthly statement. You must pay the minimum payment by the due date shown on your monthly statement.

#### 10.1.3 Monthly Interest Rate & Cash Advance Interest Rate

The monthly interest rates and cash advance interest rates vary, depending on the product chosen by you. Kindly refer to the schedule of charges (displayed at the notice boards of our branches in the UAE or available at [www.barclays.ae](http://www.barclays.ae)).

#### 10.1.4 Promotional Interest Rate

We may, from time to time, make available lower interest

rates which will be charged on Promotional Balances (including instalment balances).

### 10.1.5 Charging Interest

You will not pay interest on purchases if you pay your balance in full and on time. Otherwise you will pay interest on the amount of each purchase from the date of the purchase until the balance is repaid in full. We charge interest on all other amounts from the date they are added to your account even if you repay your standard balance in full by the payment due date. We add all interest to your account on the date of your statement each month. Interest is calculated on a daily basis.

### 10.1.6 Allocation of Payments

If you do not pay the total outstanding balance in full by the payment due date, we will apply the amount you do pay to reduce what you owe us in the following order against:

- any interest charges;
- any other fees and charges made under this Customer Agreement;
- any Promotional Balance;
- the Cash Balance;
- the Standard Balance; and
- any unbilled amounts.

If you have more than one (1) balance of each type, those with the lowest interest rate will be paid off before your other balances of the same type.

### 10.1.7 Default Charges

We will charge you for any reasonable costs or losses we incur if you break this Customer Agreement, including the following default charges:

- late payment fee if you do not make at least your minimum payment by the payment due date;
- over limit fee if you exceed your Credit Limit at any time;
- returned payment fee if a direct debit, cheque or other item is not paid when first presented; and
- differential interest in case you are overdue on one or more Credit Card payments.

Standard charges will be reinstated when all overdue payments have been made. Default charges as applicable from time to time shall be posted on the announcement board at our UAE branches and are available at [www. barclays.ae](http://www.barclays.ae).

### 10.1.8 Standard Charges

Applicable schedule of charges as may be in force from time to time shall be posted on the announcement board at our UAE branches and is available at [www.barclays.ae](http://www.barclays.ae)

We will charge you for:

- each copy of transaction details (unless the copy shows a transaction, which has been erroneously billed to your account);
- each copy of a statement;

- early settlement of the instalment plans of the balance transfer facility, the cash on call facility or the easy payment plan;
- a foreign currency processing fee if you use your Credit Card outside of the UAE;
- an annual fee;
- a cash advance fee;
- a fee for additional copies of account statements; and
- a fee for additional products and services on your Credit Card.

### 10.2 Credit Card balances and payments

You will be responsible for and your Credit Card will be charged for all amounts relating to the purchase of goods and services, all cash advances, all fees and charges, and any other amounts owed to us.

At the end of their promotional periods, Promotional Balances will be transferred to the Standard Balance or Cash Balance (if related to cash transactions) and the Standard Rate or Cash Rate, as the case maybe, will apply. We will also apply the Standard Rate (or Cash Rate if applicable) to Promotional Balances before the end of their promotional periods if you do not make at least your minimum payment by the payment due date or if you exceed your Credit Limit at any time.

All payments made by you in relation to the total amount outstanding on your account must be made in AED. If you make payment in any other currency, you will be liable to pay to us all exchange, commission and other charges incurred by us in converting such payment into AED.

### 10.3 Credit Card usage

You can ask us to issue an additional (supplementary) Credit Card to any person you nominate (up to a maximum of four (4) family members) as long as they are eligible for a Credit Card. You must ensure that the additional cardholder uses the Credit Card according to the terms of this Customer Agreement. You are responsible for all use of your Credit Card by an additional cardholder, even if such additional cardholder does something which causes you to breach this Customer Agreement, and all such transactions shall be deemed to have been concluded by you personally. Every additional cardholder shall be jointly and severally liable along with you for any payments to be made in respect of the additional Credit Card.

If you want to cancel any additional Credit Card, you are responsible for returning the Credit Card to us. Upon termination or expiry of your Credit Card with us, the additional Credit Card will also be terminated.

You must keep within your Credit Limit. When working out whether you have gone over your Credit Limit, we can include the amount of any authorised transaction not yet put on the account. The Credit Limit assigned to you is inclusive of the Credit Limit assigned to the person nominated by you for an additional card.

We may amend or vary your Credit Limit from time to time depending on our assessment of your account. As a responsible lender we may restrict your cash limit and Credit Limit for certain transactions or suspend your rights to use the Credit Card for cash advances. We will tell you before we take this action or as soon as possible afterwards.

You shall be responsible for all Credit Card transactions at an ATM whether concluded with your knowledge or by your express or implied authority.

Credit Cards belong to us. If we ask, you and any additional cardholder must not use the Credit Cards and you must return such Credit Cards to us. If we ask you to return the Credit Card, or if we believe the Credit Card is being misused, we may block your Credit Card or confiscate it through merchants or ATMs.

### 10.4 Card collection/delivery

You may collect your Credit Card personally from us or at your own risk the Credit Card may be sent by courier to the address notified by you.

### 10.5 Make payments on time

You must make all payments by the payment due date.

If you pay the entire amount outstanding on your Credit Card to us by the payment due date, then you will not be charged any interest. Otherwise the outstanding balance will attract interest. Interest will be levied on cash advances at a rate to be determined by us and notified to you from time to time.

Any payments made by you to us will be credited to your Credit Card only on the date of us receiving cleared funds. If we do make a credit to your Credit Card before receipt of cleared funds, we may reverse all or part of the credit (including any applicable interest), make an appropriate entry to your Credit Card and require repayment of an amount corresponding to any debit balance.

If you do not pay the minimum amount payable by the payment due date we may cancel the Credit Card issued to you and any additional cards. You will also be required to immediately pay the total amount outstanding on your Credit Card and any other amount that you owe us. Interest will continue to be charged on the outstanding amount owed on your Credit Card until payment in full has been received or any judgment is made against you. You must return all Credit Cards to us and cancel any instructions you have given to others to charge transactions to your Credit Card.

You may be required to provide cheques in amounts required by us which will be part of your undertaking to pay us the amounts outstanding and due under this Customer Agreement. These cheques may be used by us at any time in the event that you fail to repay any of the amounts outstanding on your account, including promotional balances, interest, fees and charges without any prior notice to, or consent from you being required.

### 10.6 Keep track of your spending

We will normally send you a monthly statement showing details of the total amount outstanding on your Credit Card and the minimum amount payable along with the payment due date. You must check your statement carefully and tell us within 30 days of the date of dispatch of the statement if the statement contains something which appears to you to be wrong or not made in accordance with your instructions. Failure to notify us of the discrepancy within the 30 day period will make the statement final and will be treated as conclusive evidence in respect of the period of time to which it relates.

### 10.7 Protect your Credit Card and your details

You must:

- keep the Credit Card and Credit Card details safe and not allow anyone else to use them; and

- learn your PIN and other security information and keep them secret at all times, never write down or record the PIN or other security information.

You must only reveal the Credit Card number to make a transaction, to report the loss or theft of the Credit Card or if we allow you to do so.

### 10.8 Stolen or Lost card, card details and PIN

If your Credit Card or additional Credit Card is lost or stolen, you are required to immediately report the loss or theft to us and the local police along with particulars relating to the Credit Card and details of where the loss or theft has occurred. You must notify us immediately in person or by Phone Banking if you think that your Credit Card may be misused or that someone else may know the PIN.

In the event of loss or theft of your Credit Card or the additional Credit Card you will be liable for all transactions concluded until such time as you have informed us of the loss or theft of the Credit Card. If someone uses your Credit Card and has it with either your, or an additional cardholder's permission, you may be liable for all the transactions which take place before you tell us that it may be misused.

### 10.9 Refunds and claims against us

We can refuse to act on any instruction if:

- we have a good reason for thinking that you did not give us the instruction;
- the instruction is not clear;
- we believe that by carrying out your instruction we might break a law, regulation, code or other duty; or
- we reasonably believe that carrying out the instruction may damage our reputation.

We will not be liable to you if:

- we do not act on your instructions for any reason under condition 9.2 of Part A;
- the instructions you give us are not correct; or
- we cannot carry out our responsibilities under this Customer Agreement as a result of anything that we cannot reasonably control.

We will not be liable to you in any circumstances for loss of business, loss of goodwill, loss of opportunity, loss of profit, or any type of special, consequential or indirect loss whatsoever.

You cannot use a claim you may have against someone else to make a claim against us, or refuse to pay us, unless you have a legal right to do so. You cannot transfer any rights against us to anyone else.

If you break any of the conditions of this Customer Agreement, we shall be entitled to claim from you any losses or costs that we incur as a result of your breach. Our entitlement to claim such losses or costs from you is in addition to our entitlement to recover from you any monies that you already owe us.

### 10.10 Cash advances

You may use your Credit Card to obtain cash advances in such amounts that may from time to time be acceptable to us.

You may obtain a cash advance by presenting your Credit Card



at any of our UAE branches or any member institution of Master Card/Visa International that offers this facility along with relevant identity documentation. Alternatively, you may obtain the cash advance by using your Credit Card at any of our ATMs or at the ATM of such other bank with whom we have made the relevant arrangements. Cash advances taken through the use of an ATM will be subject to daily withdrawal limits.

You shall be required to pay the Cash Rate on cash advances. The Cash Rate at the prevailing rate applied by us will accrue on each cash advance from the date of the cash advance until the date of repayment in full.

You shall also be required to pay a cash advance fee for each withdrawal. The cash advance fee shall be specified in the schedule of fees and charges posted on the announcement board in our UAE branches or at our website [www.barclays.ae](http://www.barclays.ae)

### 10.11 Balance Transfers

The Balance Transfer facility allows you to transfer all or part of your outstanding balances under non-Barclays issued credit cards in the UAE to your Credit Card.

The minimum amount that can be transferred under the Balance Transfer facility shall be AED 2,000 and the maximum cannot exceed 90% of your Credit Limit, subject to the unutilised Credit Limit on your Credit Card at the time of the transfer.

### 10.12 Cash on Call

Through the Cash on Call facility we may make available to you a sum, the value of which to be agreed by us but which will not exceed your unutilised Credit Limit.

Billing of the Cash on Call facility will commence from the Credit Card statement of account sent to you at the end of the next full billing cycle.

### 10.13 Easy Instalment Plans

The Easy Instalment Plan which we may make available to you would enable you to make a high value purchase from selected merchants (as determined by us) using the unutilised Credit Limit on your Credit Card over a period of time at a reduced rate of interest (the “Easy Instalment Plan”).

Billing of the Easy Instalment Plan will commence from the Credit Card statement of account sent to you at the end of the next full billing cycle.

We will not be liable for any damage or loss incurred by you arising out of the implementation, use or otherwise of the Easy Instalment Plan purchase nor shall we be responsible in any way for the quality of the Easy Instalment Plan purchase. Any complaint with regard to the quality of the Easy Instalment Plan purchase shall be referred to the relevant supplier or merchant and shall not affect your obligation to continue making payments under this plan.

### 10.14 Special conditions relating to Balance Transfer, Cash on Call and Easy Instalment Plan

The following conditions apply to the Balance Transfer facility, the Cash on Call facility and the Easy Instalment Plan:

- only primary cardholders may avail of the facilities or services outlined in these services;
- you may select one of the repayment terms that we offer you;
- interest, at the rate to be determined by us from time to time,

is applicable on the principal sum from the date on which the principal sum is debited to your Credit Card;

- you will be required to repay the principal sum together with the interest in equal monthly instalments during the selected term;
- if you wish to settle the outstanding amount before the end of the selected repayment term you will be required to repay the outstanding principal amount together with accrued interest and any fee that we may impose for early settlement;
- non-payment of any monthly instalment will be considered a breach of this Customer Agreement and we reserve the right to bill the entire amount outstanding. You will be liable for any default charges in the event of non-payment together with a possible transfer of the entire amount outstanding to the Standard Balance or Cash Balance (as applicable); and
- we reserve the right to refuse any of these facilities or services to you or to limit the amount that can be obtained and we may change or cancel the facilities or services at our discretion.

### 10.15 General

You are only eligible to apply for a Credit Card if you are 21 years of age or older.

If we know of, suspect or wish to prevent misuse of the Credit Card (which could include fraudulent or illegal activity or use of the Credit Card other than in accordance with these terms) or are required to do so under a provision of law, court order or under a government regulation or notification we may, without prior notice to you:

- refuse to approve a transaction;
- cancel or suspend your right or an additional cardholder's right to use the Credit Card for any or all purposes; and/or
- refuse to replace any Credit Card.

This Customer Agreement will continue even if we take any of the above action and we will not be responsible or incur liability for any loss or damage you or an additional cardholder may suffer as a result.

We may, without your consent, transfer or assign to any other person any or all of our rights and duties under this Customer Agreement at any time (including, without limitation, our duty to lend to you). We may do this without telling you.

There may be other taxes and costs, which are not paid through us or charged by us, that you have to pay in connection with this Customer Agreement.

We reserve the right to refuse your application for a Credit Card or an additional Credit Card or any particular product or service without giving reasons.

You hereby acknowledge and agree that in the event you request an additional Credit Card or your existing Credit Card is upgraded (either by us on our own or at your request), no additional application form will be required to be filled in by you, and by using such other Credit Card, you agree to be bound by the terms and conditions of this Customer Agreement.

### 10.16 Barclays Credit Card Rewards Program

You can earn and collect Barclays Credit Card Reward Points by using your Credit Card on the VISA or MasterCard network and for all utility payment transactions made through IVR or Online

Banking. You will not earn any Barclays Credit Card Reward Points on ATM cash withdrawals, Balance Transfers, and Cash on Call.

Your Barclays Credit Card Reward Points balance and details of the Barclays Credit Card Reward Points earned or redeemed can be obtained on your monthly statement or by calling our Phone Banking. All terms and conditions of your Barclays Credit Card apply.

Barclays Credit Card Reward Points can be redeemed against flight tickets on any airline which is purchased on your Credit Card or can be redeemed for mall vouchers ("**Rewards**") with our selected rewards partners. Our selected Rewards partners may change at any time.

Redeemed Barclays Credit Card Reward Points cannot be reinstated. All Barclays Credit Card Reward Points expire three (3) years from the date of being awarded.

All Rewards are subject to availability. We have no responsibility for the delivery, standard, or quality of any Rewards received or supplied by our Rewards partners. All Rewards are subject to the applicable rules and terms and conditions of the Rewards partners. Any disputes or claims regarding Rewards are directly between you and the Rewards partner.

Rewards may only be redeemed at participating stores.

All offers are subject to change and can be withdrawn at any time without notice.

Rewards have an expiry date and will be subject to any other terms and conditions stated on the voucher or otherwise publicised. Rewards cannot be redeemed in conjunction with other discounts or promotions. Rewards may only be redeemed once and must be handed in on redemption. A photocopy of a voucher is not acceptable.

Your Credit Card should be current at the time of redemption of the Rewards.

Barclays Credit Card Reward Points are lost if your Credit Card is closed or the Rewards program ends. We may change the terms and conditions or cancel the Rewards program at any time. We will try to give you as much notice as reasonably possible if we change or cancel the Rewards program. We are not liable to compensate you in any way once the Rewards program has been cancelled or changed.

Barclays Credit Card Reward Points earned on your multiple Credit Cards can be clubbed at the time of redemption.

In the event the Credit Limit is utilised fully (irrespective of any payments thereof) in any month, you will not earn any Barclays Credit Card Reward Points for any spend in excess of such Credit Limit.

### 10.17 Cash Back on Dining Conditions

This feature is available only on Premier credit cards and Barclaycard Edge Credit Cards.

Cash back for an amount equivalent to 10% or AED 100 (whichever is lower), of all transactions billed.

No Barclays Credit Card Reward Points will be earned on the transactions in relation to which cash back is received.

Maximum monthly cash back is AED 300.

We may at our sole and absolute discretion discontinue and/or amend this offer at any time for any reason whatsoever.

This offer is valid on transactions carried out at merchants classified as 'Hotels and Restaurants' by VISA and MasterCard.

We are not responsible if a transaction does not get captured under the appropriate merchant category code.

We accept no responsibility for any tax liability caused/incurred by an individual or business relating to this offer.

We reserve the right to refuse payment of the cash back where we have reason to believe that you have breached or tried to breach this Customer Agreement or the terms of use of the Account / Credit Card or there has been an attempt to circumvent operational procedures. All decisions by us in this regard are final.

This offer is applicable in UAE only.

### 10.18 Credit Shield Benefits

Credit Shield benefits are provided by MetLife Alico in association with Barclays.

We request you to go through the Cover details in order to understand thoroughly the extent and terms of the Cover offered.

For detailed Terms & Conditions on Credit Shield information, visit our website at [www.barclays.ae](http://www.barclays.ae)

## B11 Overdraft

- 11.1** We expect you to keep your Account(s) with us in credit. However, we understand that from time to time you may need to ask us to make our Overdraft services available to you. It is entirely within our discretion whether we agree to make those services available to you and we shall be entitled to charge you fees for considering whether we do so, as we explain below.
- 11.2** You should request us to make our Overdraft services available to you before your Account is overdrawn. In order to make such a request you are required to complete the necessary application form. Such application form is available at our branches. If we agree to such a request, then we will tell you the limit of the Overdraft we are making available to you and the fees (if any), which you must pay for this service, as well as the interest rate that applies to the amount of any Overdraft that you use from time to time. We will confirm these details with you in writing or electronically (at your election).
- 11.3** If you do not request us to make overdraft facilities available to you, you may still request the use of our overdraft facilities by seeking to make payment on your account (for example by writing a cheque or by using your debit card or making a standing order or direct debit payment) even though there are insufficient funds to meet such payment. It shall be entirely within our discretion whether we agree to process your payment in such case. Whether or not we process the payment, we shall be entitled to charge you our fees for considering whether to process each such payment and interest, as set out in our Additional Conditions.
- 11.4** When we make our Overdraft services available to you in accordance with condition 11.3 of Part B, we may ask you to make an immediate payment into your Account to reduce the amount of the Overdraft we have agreed to make available to you.
- 11.5** Unless we have specifically agreed otherwise with you, we may demand the repayment of, or reduction in, your Overdraft at any time. Wherever possible, we will give you notice, however, we may do so without notice. Until you repay us in full, we will charge

interest and fees at the rates set out in the Additional Conditions both before and after any court order in our favour for repayment.

## B12 Personal Instalment Loan and Salary Transfer Loan

### 12.1 General

You may apply for a Loan by completing an application form and submitting it with all relevant information to us. We will consider your application and decide (at our sole and absolute discretion) whether or not to grant you a Loan. If a Loan is in principle approved, you will be issued with an Offer Letter. The Offer Letter will be subject to the General Terms and Conditions and the provisions relating to Loans contained in this Part B12 of this Customer Agreement.

If you accept the provisions of the Loan, you will be required to indicate your acceptance by signing and returning the Offer Letter to us (or by such other mechanism as we may offer from time to time, including by way of Online Banking). Upon receipt of a signed Offer Letter (or an Acceptance Letter), we will be lending a sum of money to you on the terms and conditions set out in this Customer Agreement.

You can only use your Loan money for the purposes set out in your loan application form.

### 12.2 Start date and disbursement of funds

Your Loan starts on the day that the Loan disbursement is deposited into your Account, or otherwise disbursed to you in the manner specified in your Loan application form.

### 12.3 Opening of the Loan Account

We will open an account (“**Loan Account**”) in your name(s) and debit it with the total of the amount of the Loan.

### 12.4 Repayment of the Loan

You will repay the Loan together with interest by making the payments as set out in the Offer Letter. In the case of Personal Instalment Loans where you do not have a current or savings Account with us which you nominate for repaying your Loan, we will open a Debt Service Account in your name(s). Your repayments must be made through either your Debt Service Account or the current or savings Account which you have nominated for repaying the Loan.

You shall make all payments on the due date specified in the Offer Letter we give to you and in clear funds without any set-off or deductions for any purpose whatsoever.

We have the right to freeze such amounts as we may, in our sole and absolute discretion, determine as being necessary to cover instalments that are due or may (in the future) become due in relation to the facilities extended to you by us.

We may also deduct the amount of the instalment due from your other Accounts with us or require you to provide post-dated cheques or a Direct Debit Authority to cover each instalment, in which case payment shall not be deemed made until the relevant cheque has been cleared before the relevant due date of such instalment.

You acknowledge and agree that any payments made by you for the settlement of a Loan, interest or other dues shall, unless we agree otherwise, not be re-withdrawn by you and such payments are to be utilised for reducing the outstanding amount of the Loan (including all interest and charges relating to the Loan) only.

If any monthly payment remains unpaid for more than 7 Working Days after its due date we may give written notice to you requiring payment by a specified date not less than 7 Working Days later. If the monthly payment is not paid in full by that date, we will be entitled to demand repayment calculated as if you had settled early, thereby attracting additional charges and fees, and you shall be deemed to be in default. You shall indemnify us against all reasonable legal and other costs and expenses incurred by us in attempting to obtain repayment of the unpaid monthly payment or of such balance and interest and any charges incurred. Interest on the amount which becomes due and payable and on any costs and expenses which become due and payable shall be charged in accordance with condition 12.5 below, subject to variation of the interest rate, until payment both after as well as before judgment and repayment in full.

### 12.5 Interest

Interest will be accrued on a daily basis on the outstanding balance of the Loan (including any interest and charges incurred) and will be debited to your Loan Account monthly in arrears. We may, at our discretion, credit payments received from you either to your principal balance or interest outstanding under this Loan, subject to UAE law.

Without prejudice to any other action we may take, if any monthly repayment instalment in connection with a Loan is not paid on its due date, you shall be liable to pay to us late payment interest on such late monthly instalments at the rate set out in the Offer Letter.

### 12.6 Your right to repay a Loan early

If you wish to repay the whole or any part of the Loan before the time agreed, you may do so by giving us at least seven (7) Working Days irrevocable notice specifying the date of repayment and the amount to be repaid.

In the case of prepayment in full, you must pay to us all amounts owed by you together with our expenses reasonably and properly incurred in connection with such prepayment.

In the case of part prepayment of the Loan there is a minimum amount required by us. The amount varies from time to time and details are available on request.

In addition, we will charge you an early settlement fee as set out in the Offer Letter, which will be a percentage of:

- the outstanding Loan amount (including interest and charges) in the case of a prepayment in full; or
- the amount prepaid (including interest and charges) in the case of a partial prepayment.

### 12.7 Further payments provisions

You may also have to pay other charges if we provide certain services in accordance with our tariff of service charges published from time to time.

You agree to pay the following additional payments:

- Any expenses incurred by us in enforcing your Loan;
- Any amount that we may deem necessary to compensate us for any increased costs or reduction in return as a result of compliance with any official directions or any changes in laws or regulations;
- The processing fee stated in your Offer Letter;

- Any fees in connection with any of your returned payment cheques;
- Any taxes levied on, or in relation to, the Loan;
- Any late payment fee as stated in the Offer Letter;
- Any premiums for payment protection insurance; and
- Any maintenance fee and liability certificate request fees.

### 12.8 Payment Protection Insurance

In order to cover particular circumstances where you are unable to meet your repayments obligations under your Loan, we will arrange payment protection insurance through a third party insurance provider. You will contribute to the premiums for this portfolio insurance policy by payment of the insurance fee set out in the application form.

You acknowledge that this insurance policy is solely for the benefit of covering liabilities you owe to us under your Loan. As such, you acknowledge that neither you nor your family or estate has any rights or claims to any amount which we may be entitled to receive from the insurance policy.

You acknowledge and agree any and all payments made by you in relation to such insurance payment protection shall not be refundable once paid.

For detailed terms & conditions, visit our website at [www.barclays.ae](http://www.barclays.ae)

### 12.9 Events of Default

We will be entitled to terminate a Loan, upon notice to you, if you/your:

- supply (or have supplied) incorrect or misleading information in connection with your loan application or any other Barclays product or service;
- are, or are likely to become, insolvent;
- are, or are likely to become, in breach of any other credit agreement with us or with any other lender;
- fail to pay any sum due to us when due or demanded or fail to comply with any other obligations;
- revoke any standing instructions for transfer of the Loan repayment instalment to the Loan Account;
- are or likely to become unemployed for any reason whatsoever;
- monthly salary is not paid directly into your salary Account by the date stated in your completed Loan application form, in case of a Salary Transfer Loan;
- employer does not assign the benefit of your end of service benefits to us, in case of a Salary Transfer Loan;
- Accounts' credit balance is insufficient to meet the payment of any instalment of your Loan;
- residency status or nationality changes; or
- Account(s) with us are frozen by an order of a competent authority.

On such termination of the Loan we shall be entitled to demand full repayment (including as to costs, charges and interest thereon).

### 12.10 Set-off

We may at any time without notice or demand, combine and/or consolidate all or any of your other Account(s) with us or at any of our branches (whether any such other Account(s) are now existing or hereinafter opened) and apply any credit balance, end of service, redundancy settlement, set-off or transfer the same towards the satisfaction of any of your obligations or liabilities.

### 12.11 Further Conditions

If there is more than one of you, references in this Part B12 shall refer to each and every one of you who signed the application form for the Loan and the liability of each of you to us shall be joint and several, so that you will each be fully liable to us for the full amount due to us from time to time.

You agree that we may assign our rights under the Loan and this Customer Agreement and any security provided in relation to the Loan, subject to such assignment not prejudicing your rights under this Customer Agreement. References to “us” and “we” shall include our successors and assigns.

In the case of Salary Transfer Loans, you are required to provide us with a written undertaking from your employer agreeing to transfer your monthly salary and your end of service benefits to any one of your Accounts with us, confirming that no similar undertaking has or will be given to any other person and specifying your salary, date of appointment and designation, in the format provided by us.

In the case of Personal Instalment Loans, you may be required to provide us with post dated cheques or direct debit instructions. These cheques and direct debit instructions shall be dated to correspond with the instalment repayment dates stated in the Offer Letter or as otherwise agreed.

These cheques and direct debit instructions are taken from you to facilitate the repayment of your Personal Instalment Loan and will be deposited into your Debt Service Account (or such other Account which you have nominated for repaying the Loan) on the relevant instalment repayment dates. Should you decide to make payment for any particular monthly instalment by any other means, (including the replacement of all cheques by another set of cheques) you must give us seven (7) Working Days notice prior to such instalment becoming due for payment.

You may be required to provide cheques or direct debit instructions in amounts required by us which will be part of your undertaking to pay us the total principal amount due as stated in the Offer Letter. These cheques or direct debit instructions may be used by us at any time in the event that you fail to repay the total principal amount due as stated in your Offer Letter.

## B13 Rent Finance

### 13.1 General

We may grant you a Rent Finance for the purposes of financing the rental payments of the apartment/villa you lease. You may apply for a Rent Finance by completing an application form and submitting it to us along with a copy of your lease agreement. We will consider your application and decide (at our discretion) whether or not to grant you a Rent Finance. If a Rent Finance is approved, you will be issued an Offer Letter. The Offer Letter will be subject to the General Terms and Conditions and the provisions relating to Rent Finance contained in this Part B13 of this Customer Agreement.



If you accept the provisions of the Rent Finance, you will be required to indicate your acceptance by signing and returning the Offer Letter to us (or by such other mechanism as we may offer from time to time, including by way of Online Banking). Upon receipt of a signed Offer Letter (or other indication of acceptance acceptable to us), we will be lending a sum of money to you on the terms and conditions set out in this Customer Agreement.

You can only use your Rent Finance money for the purposes of paying the rent of the apartment/villa you lease.

### 13.2 Start date and duration of your Rent Finance

The term of your Rent Finance commences from the date mentioned in your Offer Letter. The maximum tenor of your Rent Finance shall be 12 months from the start date. We may at our discretion agree to provide you with a Rent Finance for a period of time exceeding 12 months.

### 13.3 Disbursement of funds

The Rent Finance will be disbursed by issuing a single manager's cheque in favour of the lessor of the apartment/villa you lease, unless an alternate method of disbursement is approved by us. We may (at our discretion) issue more than one manager's cheque in favour of the lessor of the apartment/villa you lease. We will open an account ("**Rent Finance Account**") in your name(s) and debit the Rent Finance Account with the total of the amount of the Rent Finance.

### 13.4 Repayment of your Rent Finance

You will repay your Rent Finance by making the monthly payments as set out in your Offer Letter. You will be required to provide us with post dated cheques or direct debit instructions for each monthly repayment of your Rent Finance, unless we agree to an alternate method of repayment.

You shall make all payments on the due date specified in your Offer Letter and in clear funds without any set-off or deductions for any purpose whatsoever.

We have the right to freeze an amount equivalent to the next scheduled instalment amount in any of your Accounts with us on the due date payments are credited to such Account. We may also deduct the amount of the Rent Finance repayment instalment due from your other Accounts with us.

You acknowledge and agree that any payments made by you for the settlement of the Rent Finance or other dues shall not be re-withdrawn by you and such payments are to only be utilised in reducing the outstanding amount of the Rent Finance (including all charges relating to the Rent Finance).

If any monthly payment remains unpaid for more than 7 Working Days after its due date we may give notice to you requiring payment within 7 Working Days of the date of such notice to you. If the monthly payment is not paid in full by that date, we will be entitled to demand repayment of the entire Rent Finance amount outstanding and you shall be deemed to be in default. You shall indemnify us against all reasonable legal and other costs and expenses incurred by us in attempting to obtain repayment of the unpaid monthly payment or of such balance and interest and any charges incurred in connection with a Rent Finance.

### 13.5 Rent Finance Interest Charge

We will levy an interest charge for the Rent Finance. The interest charge will be stated in your Offer Letter. You are required to deposit the interest charge for the entire duration of the Rent

Finance in your Rent Finance Account prior to the Rent Finance amount being disbursed to you.

The monthly interest charge will be deducted from your Rent Finance Account on each date your Rent Finance instalment is due.

### 13.6 Early termination of your lease agreement

If the lease agreement relating to the apartment/villa you lease (for which you have taken the Rent Finance) is terminated earlier than the date specified in the lease agreement for any reason, you will be required to repay the outstanding amount of your Rent Finance and all applicable interest charges (applicable over the entire duration of your Rent Finance) 7 Working Days prior to the date of the premature termination of the lease.

### 13.7 Your right to repay the Rent Finance early

If you wish to prepay the entire amount of the outstanding Rent Finance before the time agreed, you may do so by giving us at least 7 Working Days irrevocable notice specifying the date of prepayment and the amount to be prepaid.

### 13.8 Further payments provisions

You may also be required to pay other charges if we provide certain services in accordance with our tariff of service charges published from time to time.

You agree to pay the following additional payments:

- any expenses incurred by us in enforcing your Rent Finance;
- any amount that we may deem necessary to compensate us for any increased costs or reduction in return as a result of compliance with any official directions or any changes in laws or regulations;
- the charge stated in your Offer Letter;
- any fees in connection with any of your returned payment cheques;
- any taxes levied on, or in relation to, the Rent Finance;
- any late payment fee or interest as stated in the Offer Letter;
- any premiums for life insurance; and
- any maintenance fee and liability certificate request fees.

### 13.9 Payment Protection Insurance

In order to cover particular circumstances where you are unable to meet repayments under your Rent Finance, we will arrange payment protection insurance through a third party insurance provider. You will contribute to the premiums for this portfolio insurance policy by payment of the insurance fee set out in the application form.

You acknowledge that this insurance policy is solely for the benefit of covering liabilities you owe to us under your Rent Finance. As such, you acknowledge that neither you nor your family or estate has any rights or claims to any amount which we may be entitled to receive from the insurance policy.

You acknowledge and agree any and all payments made by you in relation to such insurance payment protection shall not be refundable once paid.

For detailed terms & conditions, visit our website at [www.barclays.ae](http://www.barclays.ae).

### 13.10 Events of Default

We will be entitled to terminate (with immediate effect) the Rent Finance, upon notice to you, if you/your:

- supply (or have supplied) incorrect or misleading information in connection with your Rent Finance application or any other Barclays product or service;
- sub-let the apartment/villa you lease and for which you have taken this Rent Finance;
- provide us with a cheque or direct debit instructions for repayment of a Rent Finance that is returned for whatever reason;
- are unable to pay a particular instalment relating to your Rent Finance;
- are, or are likely to become, insolvent;
- are, or are likely to become, in breach of any other credit agreement with us or with any other lender;
- fail to pay any sum due to us when due or demanded or fail to comply with any other obligations;
- revoke any standing instructions or direct debit instructions for transfer of the Rent Finance repayment instalment to the Rent Finance Account;
- are or likely to become unemployed for any reason whatsoever;
- Accounts' credit balance is insufficient to meet the payment of any instalment of the Rent Finance;
- residency status or nationality changes;
- Accounts with us are frozen by an order of a competent authority; or
- fail to repay the outstanding amount of the Rent Finance in accordance with condition 12.6 of this Part B13 in case of early termination of the lease agreement for the apartment or villa you lease.

In the event of default by you the Rent Finance interest charge (applicable over the entire duration of your Rent Finance) will become payable by you immediately.

On such termination of the Rent Finance we shall be entitled to demand immediate repayment of your Rent Finance (including as to costs charges, and interest thereon).

### 13.11 Set-off

We may at any time without notice or demand, combine and/or consolidate all or any of your other Accounts with us or at any of our branches (whether any such other Accounts are now existing or hereinafter opened) and apply any credit balance, set-off or transfer the same towards the satisfaction of any of your obligations or liabilities.

### 13.12 Further Conditions

If there is more than one of you, references in this Part B13 shall refer to each and every one of you who signed the application form for the Rent Finance and the liability of each of you to us shall be joint and several, so that you will each be fully liable to us for the full amount due to us from time to time.

You agree that we may assign our rights under the Rent Finance and this Customer Agreement and any security provided in relation

to the Rent Finance, subject to such assignment not prejudicing your rights under this Part B13. References to “us” and “we” shall include our successors and assigns.

## B14 Business Instalment Loans

### 14.1 Eligibility

You may apply for a Business Instalment Loan only if you are a company, partnership or establishment duly licenced to carry out business in the UAE. You may also apply for a Business Instalment Loan if you are an individual duly licenced to carry out business in the UAE. For the purposes of this Part B14 any reference to “you” or “your” shall refer to an applicant of a Business Instalment Loan, including where the applicant is an individual or where the applicant takes the form of a corporate entity, a partnership, an establishment or other type of business entity.

### 14.2 General

You may apply for a Business Instalment Loan by completing an application form and submitting it with all relevant information to us. We will consider your application and decide (at our discretion) whether or not to grant you a Business Instalment Loan. If a Business Instalment Loan is approved, you will be issued an Offer Letter. The Offer Letter will specify additional terms that you may be required to satisfy (“**Additional Terms**”). Such Additional Terms may include a requirement for you to furnish security such as a mortgage over property you own. The Offer Letter will be subject to the General Terms and Conditions and the provisions relating to Business Instalment Loans contained in this Part B14 of this Customer Agreement.

If you accept the provisions of the Business Instalment Loan, you will be required to indicate your acceptance by signing and returning the Offer Letter to us (or by such other mechanism as we may offer from time to time, including by way of Online Banking). Upon receipt of a signed Offer Letter (or other indication of acceptance acceptable to us), we will be lending the Business Instalment Loan to you on the terms and conditions and in this Customer Agreement as well as the Additional Terms set out in the Offer Letter.

### 14.3 Use of the Business Instalment Loan

You can use your Business Instalment Loan for any legal purpose as stated by you in your loan application form. You are not permitted to use your Business Instalment Loan for the purchase of shares in UAE or GCC incorporated entities.

### 14.4 Business Instalment Loan start date

Your Business Instalment Loan starts on the day that your Business Instalment Loan is deposited into your Account, or otherwise disbursed to you in the manner specified in your Offer Letter.

### 14.5 Disbursement of funds

We will open an account (“**Business Instalment Loan Account**”) in your name and debit it with the amount of your Business Instalment Loan.

### 14.6 Increase in Loan Amount

After the disbursement of your Business Instalment Loan (or previous increase of your Business Instalment Loan), you may apply for an increase (or further increase) in your Business Instalment Loan by completing an application form and submitting it with all

relevant information to us. We will consider your application and decide (in our discretion) whether or not to grant you an increase (or further increase) in your Business Instalment Loan.

If an increase (or further increase) in your Business Instalment Loan is approved, you will be issued with an additional Offer Letter, which sets out the amount, interest rate and repayment schedule for the increase in the Business Instalment Loan along with other relevant information including any Additional Terms you may be required to comply with. Unless otherwise stated in that Offer Letter, any terms and conditions set out in the previous Offer Letter and the General Terms and Conditions and B14 of this Customer Agreement will be applicable to the increase in the Business Instalment Loan.

### **14.7 Repayment of the Business Instalment Loan**

You should repay the Business Instalment Loan together with interest by making the regular payments as set out in the Offer Letter. In the event you do not have a current Account with us which you nominate for repaying your Business Instalment Loan, we will open a Debt Service Account in your name for this purpose. Your repayments must be made through either your Debt Service Account or your current Account which you have nominated for repaying your Business Instalment Loan.

You are required to make all payments on the due date specified in the Offer Letter we give you and in clear funds without any set-off or deductions for any purpose whatsoever.

We have the right to freeze an amount equivalent to the next scheduled instalment amount in any of your Accounts with us on the due date.

We may also deduct the amount of the instalment due from your other Accounts with us or require you to provide post-dated cheques or direct debit instructions to cover each instalment, in which case payment shall not be deemed made until the relevant cheque has been cleared before the relevant due date of such instalment.

You shall acknowledge and agree that any payments made by you for the settlement of the Business Instalment Loan, interest or other dues shall, unless we agree otherwise, not be re-withdrawn by you and such payments are to be only utilised in reducing the outstanding amount of the Business Instalment Loan (including all interest and charges relating to the Business Instalment Loan).

If any monthly payment remains unpaid for more than 7 Working Days after its due date we may give written notice to you requiring payment by a specified date no less than 7 Working Days later. If the monthly payment is not paid in full by that date, we will be entitled to demand repayment calculated as if you had settled early, thereby attracting additional charges and fees, and you shall be deemed to be in default. You shall indemnify us against all reasonable legal and other costs and expenses incurred by us in attempting to obtain repayment of the unpaid monthly payment or of such balance and interest and any charges incurred. Interest on the amount which becomes due and payable and on any costs and expenses which become due and payable shall be charged in accordance with condition 14.8 below, subject to variation of the interest rate, until payment, both after as well as before any judgment, has been received in full.

### **14.8 Interest**

Interest will be accrued on a daily basis on the outstanding balance of the Business Instalment Loan (including any interest and charges incurred) and will be debited to your Business Instalment Loan

Account monthly in arrears. We may, at our discretion, credit payments received from you either to your account balance or interest outstanding under this Business Instalment Loan, subject to UAE law.

Without prejudice to any other action we may take, if any monthly repayment instalment in connection with the Business Instalment Loan is not paid on its due date, you shall be liable to pay to us late payment interest on such late monthly instalments at the rate set out in the Offer Letter.

### **14.9 Your right to repay the Business Instalment Loan early**

If you wish to prepay the whole or any part of the Business Instalment Loan before the time agreed, you may do so by giving us at least 7 Working Days irrevocable notice specifying the date of prepayment and the amount to be prepaid.

In the case of prepayment in full, you must pay to us all amounts owed by you together with our expenses reasonably and properly incurred in connection with such prepayment.

In the case of part prepayment of the Business Instalment Loan there is a minimum amount required by us to make such part prepayment. Such amount varies from time to time and details are available on request.

In addition, we will charge you an early settlement fee as set out in the Offer Letter, which will be a percentage of:

- the outstanding Business Instalment Loan amount (including interest and charges) in the case of a prepayment in full; or
- the amount prepaid (including interest and charges) in the case of a partial prepayment.

### **14.10 Further payments provisions**

You may also have to pay other charges if we provide certain services in accordance with our tariff of service charges published from time to time.

You agree to pay the following additional payments:

- any expenses incurred by us in enforcing your Business Instalment Loan;
- any amount that we may deem necessary to compensate us for any increased costs or reduction in return as a result of compliance with any official directions or any changes in laws or regulations;
- the processing fee stated in your Offer Letter;
- any fees in connection with any of your returned payment cheques;
- any taxes levied on, or in relation to, the Business Instalment Loan;
- any late payment fee as stated in the Offer Letter; and
- any maintenance fee and liability certificate request fees.

### **14.11 Payment Protection Insurance**

In order to cover particular circumstances where you are unable to meet repayments under your Business Instalment Loan, we will arrange payment protection insurance through a third party insurance provider. You will contribute to the premiums for this portfolio insurance policy by payment of the insurance fee set out in the application form.

You acknowledge that this insurance policy is solely for the benefit of covering liabilities you owe to us under your Business Instalment Loan. As such, you acknowledge that neither you nor your family or estate has any rights or claims to any amount which we may be entitled to receive from the insurance policy.

You acknowledge and agree any and all payments made by you in relation to such insurance payment protection shall not be refundable once paid.

For detailed terms & conditions, visit our website at [www.barclays.ae](http://www.barclays.ae).

### 14.12 Information and undertaking to be given by you

We will require you to give us information relating to your legal status as may be relevant to the grant of the Business Instalment Loan and, unless otherwise agreed by us, at a minimum you shall give us the following documents:

- a certified true copy of your valid trade licence;
- a certified true copy of your certificate of registration/incorporation (if applicable);
- a certified true copy of your memorandum and articles of association (if applicable);
- copies of your bank statements for the previous 3 months; and
- a certified true copy of the document stating the names of your authorised signatories.

You also represent and warrant to us, that:

- you are duly organised, registered and in good standing under the laws of the UAE;
- you have capacity and authority to enter into and accept the Business Instalment Loan and to make the repayments for the Business Instalment Loan;
- the Offer Letter and the conditions contained in this Customer Agreement are binding on you, your successors and assigns;
- no event of default (see below) has occurred; and
- you have not defaulted on other agreements, arrangements or obligations to which you are a party and that you are not involved in any litigation nor do you know of any pending or threatened litigation against you before any court, arbitral or other judicial or administrative body which could or might in our opinion result in any material adverse change in your business, operations, properties or assets or its conditions, financial or otherwise or have a material impact on your ability to repay the Business Instalment Loan.

### 14.13 Events of Default

We will be entitled to terminate (with immediate effect) the Business Instalment Loan, upon notice to you, if:

- you supply (or have supplied) incorrect or misleading information in connection with your Business Instalment Loan application or any other Barclays product or service or any representation or warranty given is found to be untrue;
- for any reason you cease or are unable to carry on your business or if any steps are taken by or against you for your liquidation or a receiver is appointed for you or if execution is levied or enforced upon or against any substantial part of your assets;
- you are, or are likely to be, in breach of any other credit agreement with us or with any other lender;

- you fail to pay any sum due to us when due or demanded or fail to comply with any other obligations;
- you revoke any standing instructions for transfer of the Business Instalment Loan repayment instalment to the Business Instalment Loan Account;
- the credit balance in your Account(s) is insufficient to meet the payment of any instalment of the Business Instalment Loan; and
- your Account(s) with us are frozen by an order of a competent authority.

In the event of default by you the Business Instalment Loan will become payable by you immediately. On such termination of the Business Instalment Loan we shall be entitled to demand full repayment (including costs, charges, and interest thereon), to apply any and all amounts in any Account(s) you have with us and to date and present any cheques provided by you, in order to repay the Business Instalment Loan (including costs, charges and interest thereon).

### 14.14 Set-off

We may at any time without notice or demand, combine and/or consolidate all or any of your other Accounts or at any of our branches (whether any such other Accounts are now existing or hereinafter opened) and apply any credit balance, set-off or transfer same towards the satisfaction of any of your obligations or liabilities.

### 14.15 Further Conditions

You agree that we may assign our rights under the Business Instalment Loan and this Customer Agreement and any security provided in relation to the Business Instalment Loan, subject to such assignment not prejudicing your rights under this Customer Agreement. References to “us” and “we” shall include our successors and assigns.

## B15 Investment Services

### 15.1 Non-Advisory dealing service

You appoint us to act on your behalf to subscribe, purchase, sell redeem and/or hold Investments on your instructions and in accordance with this Customer Agreement.

We will execute orders in relation to Investments on your behalf in accordance with your specific instructions. We will not advise you about the merits of a particular transaction and we are under no obligation to satisfy ourselves that the transaction is suitable for you.

Our relationship envisages making Investments on your behalf. All dealings between us and you in relation to Investments are done on the basis that we are merely facilitating Investments made by you from time to time. Nothing in this Customer Agreement shall be construed as a relationship or contract of agency between us and you in terms of the applicable laws of the UAE or that we fulfil any advisory or intermediary function in terms of Central Bank regulations or any other applicable law.

### 15.2 Provisions applicable to the non-advisory dealing service

All decisions on whether to invest in, hold or dispose of any Investment or to enter into any agreement resulting from or effected using our services under this Part B15 are yours and we shall only enter into transactions as you instruct.



If we provide any information on Investments or markets such as research recommendations, market trends, investment analysis or commentary upon the performance of selected Investments this should not be construed as a recommendation or the provision of advice and you should seek your own advice as to the suitability of any Investment mentioned.

We may, on your instructions, effect transactions relating to Investments on any market, negotiate and execute counterparty and account opening documentation on your behalf and take all routine or day to day decisions and otherwise act as we consider appropriate in implementing your instructions.

You take full responsibility for all investment decisions and if necessary you shall seek advice from independent, legal, financial and professional advisors. We shall not be responsible or liable for any losses incurred by you as a result of any subscription, purchase, holding, sale or redemption of any Investments by us acting on your behalf.

You confirm that you are acting for your own account in relation to all transactions executed under this Part B15.

### 15.3 Custody service

We may, without any obligation to do so, provide certain services in relation to the Investments, i.e. the safekeeping of your Investments, the settlement on your behalf of any transactions we effect under this Part B15, the collection of income, the presentation for redemption or payment of any Investments that are redeemed or called and otherwise administering the Investments.

All Investments will be held in our name and will be held by us or by a sub custodian appointed by us. We may employ agents (including members of the Barclays Group) to perform administrative, custodial and ancillary services in order to assist us in providing the services referred to in this condition 14.3 and authorise them to do the same. Our liability for all matters so delegated to a member of the Barclays Group shall be unaffected by the delegation. In all other cases, we will exercise reasonable skill and care in the selection, use and monitoring of any agents (including sub custodians) appointed under this condition 14.3, but shall not otherwise be liable for their acts or omissions except to the extent any loss results from our gross negligence, wilful default or fraud.

We shall exercise any voting or other rights, privileges and options associated with any Investments only upon your specific instructions and provided you give us enough time to follow your instructions. If we, in our sole discretion, decide to exercise any such right, privilege or option without specific instructions from you, we may do so (without any obligation whatsoever), acting in what we in our sole discretion deem to be in your best interests in the circumstances and where failure to do so may be detrimental to your interests.

We shall issue a statement listing all the Investments held by us on your behalf upon receiving a written request from you to do so.

Where Investments are in uncertificated form or are otherwise transferable by book entry transfer, we may (where this is usual market practice) use the service of any securities depository, clearing or settlement system, account controller or other participant in the relevant system (or allow our sub-custodian to do so) on such terms as we or they think fit for the purposes of the holding and transfer of such Investments (or any entitlements to them). The Investments or entitlements shall be separately identifiable from any Investments or entitlements held in the same system for our account.

Your Investments may be pooled with those of other clients (including other clients of any of our sub-custodians), in which case individual client entitlements may not be identifiable by separate certificates, or other physical documents of title, entries on the register or equivalent electronic records. In the event of an irreconcilable shortfall after our default or that of a sub-custodian, you may not receive your full entitlement and may share in that shortfall pro-rata among our other customers or those of the sub-custodian.

Where we are notified of any class action or group litigation or arbitration that is being proposed or taken concerning the provider of any Investments or that is otherwise relevant to any Investments, we shall not be obliged to tell you about or take any other step in relation to that notification.

Where your Investments have been pooled with those of third parties, distribution of entitlements to any benefits or entitlements arising as a result of corporate events shall be allocated pro-rata. Fractions of entitlements that arise as a result of this process will be rounded down to the nearest whole unit.

### **15.4 Dealing on your behalf**

We may deal for you on such markets and exchanges and with or through such counterparties as we think fit. We may take such steps as are necessary to enable us to comply with the rules, regulations and proper market practice of any such market or exchange.

When we deal for you, we may combine your order with our own orders and orders of other clients if by doing this we reasonably believe that we will obtain a better price than executing your order separately. However, this may not always be the case, and on some occasions you may obtain a less favourable price as a result. Where we combine orders, we may execute the combined order in a series of deals and treat you as having dealt at an average price. We shall be permitted to allow brokers with whom we deal on your behalf to combine such deals with their own and with those on behalf of their customers subject to any laws and regulations applicable to them.

We may, at our discretion and on such terms as we from time to time agree (including debit interest), lend funds to you by way of Overdraft to settle transaction effected for you when purchase monies are payable before the proceeds of sale of other Investments are received.

### **15.5 Matters relevant to specific types of Investment**

When we deal for you on specific types of Investments, we will provide you with a detailed set of terms and conditions relevant to the specific Investment. We will only deal with these specific types of Investments (on your behalf) if you agree to the terms and conditions relevant to the specific Investments. We may also provide you with any additional information that we believe is relevant.

### **15.6 Portfolio valuations and accounting for transactions**

Reports and valuations in respect of Investments may be sent to you from time to time. In preparing the reports and valuations we use information from sources that we reasonably believe to be reliable. However, we accept no liability for any loss arising from inaccuracies in the data provided to you save to the extent it arises as a result of our gross negligence, wilful default or fraud. Variations in market conditions and the applicability of fees, charges, commissions and taxes will mean that the prices shown in the statements do not necessarily reflect realisable values.

We shall dispatch periodical statements and confirmations of all transactions to your postal address or electronic mail address as stated in our records. You should carefully check the statement on receipt and notify us in writing of any error or discrepancy within 30 days of the date on which the statement is sent to you. If you do not give us such notice, the statement shall be deemed to be correct and you may not thereafter raise any objection to such statement. If you do not receive a statement of account for any period, it is your responsibility to demand a statement from us within one (1) month of the date on which the statement would normally have been sent.

### 15.7 Transaction processing for Investments

- 15.7.1 All transactions to be processed for subscription, purchase, sale or redemption of Investments will be conducted through your Account(s) with us. Any proceeds relating to any Investments will be credited to your Account with us, unless we receive contrary instructions from you. Prior to crediting your Account we may make the necessary deductions pursuant to this Customer Agreement.
- 15.7.2 Only upon final receipt of freely transferable funds in relation to Investments either from the Investment provider or sub-custodian (holding the Investment) shall we credit all payments due to you including interest, dividends relating to the Investments held on your behalf.
- 15.7.3 We assume no liability for late payment and/or any delays in such payments. We may in our absolute discretion refuse any order made by you for an Investment.
- 15.7.4 You acknowledge that we will not be liable for any loss of value in any Investment between the time when you give us instruction to subscribe, purchase, sell or redeem a particular Investment and when your order is actually processed and the Investment is subscribed for, purchased, sold or redeemed.
- 15.7.5 Subject to there being sufficient cleared funds in the correct currency comprised in your Account(s) (covering the applicable costs to subscribe, purchase, sell or redeem as well as all applicable fees, commissions and charges relating thereto) at the relevant time which are not required to settle any transaction entered into on your behalf under this Customer Agreement, we will process instructions to subscribe, purchase, sell or redeem your Investments based on your instructions: (a) where they are received before the relevant cut-off time on a Working Day, on that day or on any later date specified in the instructions (or the next following Working Day if such date specified is not a Working Day); or (b) where they are received after the relevant cut-off time on any given day, on the next Working Day. We will, on request, advise you of the cut-off times for instructions.
- 15.7.6 You may provide us with your instructions in relation to Investments in accordance with the terms of Part A3 of this Customer Agreement.
- 15.7.7 Any steps taken by us, which do not form part of your specific instructions relating to Investments shall be deemed to have been taken as part of a general objective set by you to us to act on your behalf in relation to the Investments.
- 15.7.8 You authorise us to accept instructions from individuals authorised in accordance with the mandate/instructions

given in any Account opening form, or by attorney(s) duly authorised by you without making any enquiry until such time as you give us written notice to the contrary.

- 15.7.9** We may keep any share of any commission paid as a result of transactions we carry out for you, including transactions made through an associate or third party.

### **15.8 Joint Investments**

Joint account holders can also avail of the services under this Part B15. In such circumstances the Investments will be deemed to be for the benefit of all the joint account holders.

If Investments are held jointly and we receive conflicting instructions from different signatories of the Account, we may require a fresh mandate from all the signatories in respect of that Account before giving effect to any instructions. However, we shall not be liable for having acted on any conflicting instructions.

In the event of the death or legal disability of any of the individual joint account holders, the other individual(s) shall immediately, (but in any event not later than 10 days after such death or legal disability), inform us in writing of such death or legal disability. In the absence of such written notice, the survivor(s) shall be liable for any claim made against us that arises from the continuation of transactions relating to Investments. On receipt of the notice all activity in relation to the Investments held jointly shall be frozen until the legal successor(s) of the deceased or legally disabled individual is appointed by the relevant court or department or authority.

### **15.9 Charges, interest and payment**

We will charge fees and commissions in respect of our services under this Part B15 and pay credit interest and charge debit interest in accordance with our published tariffs.

You will be liable for any costs properly incurred under this Part B15, including reasonable commissions and transfer and registration fees, taxes, stamp duties and other fiscal liabilities. In particular, we shall pass on to you brokerage charges incurred by us for transactions effected for you. Such charges will be indicated on the relevant contract or advice note. When we effect deals for you under this Part B15, we may make a dealing charge to a third party other than a member of the Barclays Group, and in these circumstances it will be indicated on the relevant contract or advice note. We may also pay a portion of any dealing charges to a member of the Barclays Group.

We or members of the Barclays Group may receive and retain commission in relation to Investments that we purchase in providing our services under this Customer Agreement. Further details will be supplied on request.

Where we effect foreign currency conversions, we will do so at our prevailing rate of exchange on the Working Day on which the conversion is effected. We shall charge commission on foreign currency conversions that we transact with or for you under this Part B15. The rate of commission will vary depending on the size and nature of the transaction concerned.

All Investment transactions entered into by you where you avail of any credit facilities offered to you will be charged at the rates as advised to you and will be subject to change at our discretion. You may also be required to meet any other call for further funds made under the terms of any such Investments made on your behalf or agreed between us based on fluctuations in the market value of such Investments.

### 15.10 Security and set-off

Without prejudice to any other right that we may be entitled to exercise over your Investments you agree that we may retain, transfer or sell any of your Investments as far as is necessary to enable us to settle any transactions entered into on your behalf under this Part B15 and to pay any of your outstanding liabilities under or in connection with this Part B15, including any liability to us.

Your Investments shall be subject to a general lien in our favour to the extent that any costs, losses, claims or other amounts that you are obliged to pay us under this Customer Agreement or in respect of which you are obliged to indemnify us remain unpaid.

You agree that your Investments may be subject to a lien in favour of any sub-custodian, nominee or agent appointed by us in accordance with this Customer Agreement in respect of charges relating to the administration and safekeeping of such Investments or of any depositary or settlement system.

### 15.11 Your obligations

#### 15.11.1 You warrant and undertake:

- that you have full power and authority to enter into and perform your obligations under this Part B15 and to give us instructions in relation to the Investments and that, as at the date transferred to us or our sub-custodian or nominee, the Investments are free from all liens and charges;
- that you will not deal in the Investments or authorise any other person to do so and shall not take or omit to take any step that will result in any lien or charge arising over the Investments; and
- that any information you have provided to us for the purposes of establishing the arrangements contemplated by this Part B15 (including as to your status, residence and domicile for tax purposes) is complete and correct in all material respects.

**15.11.2** You agree to notify us promptly if there is any material change to any information referred to in this condition 14.11 and to provide further information we reasonably request in order to enable us to perform our obligations under this Part B15 or comply with any applicable law or regulation. Failure to do so may adversely affect the quality of the service we are able to provide.

**15.11.3** You agree to make any payment and/or deliver any cash or other Investments on or before the due date: (a) in settlement of any transaction entered into between us or by us on your behalf under this Part B15; (b) to maintain or supplement any deposit or margin in respect of such transactions; and (c) to meet any other call for further funds made under the terms of any Investment made on your behalf or agreed between us against foreign exchange fluctuations.

**15.11.4** We may deduct from any Account you hold with us or any member of the Barclays Group (whether as a result of services provided under this Part B15, or otherwise) any amount necessary to discharge your obligations under this condition 14.11. Except to the extent it results from our gross negligence, wilful default or fraud or that of any member of the Barclays Group in carrying out functions delegated to it under this Part B15, you shall indemnify us

and members of the Barclays Group and keep us harmless against any loss, cost, expense, damage, claim or other liability whatsoever (including reasonable legal costs or other reasonable costs in connection with investigating and defending any claim or liability) resulting from your failure to comply with this Part B15 or arising in connection with any action properly taken by us or by our agents under this Part B15.

- 15.11.5** You must send us any dividends or other benefits which you receive but are no longer entitled to, or we may take these amounts from your Investments or your Account(s), or claim them from you. We will then send them to the person(s) entitled to them.

### **15.12 European Savings Directive (“ESD”)**

If you are an individual resident in a Member State of the EU or another territory which is subject to the ESD, we may be obliged to pass certain information about any savings income payment we have made to you to the relevant third party Investment provider to enable it to comply with its obligations under the ESD. Such information includes (but is not limited to) the amount of interest paid or credited, your name, address and country of residence. You may be required to provide us with further information regarding your identity and status. Should this be the case we will contact you.

We will not be liable to you for any loss you may suffer as a direct or indirect result of us carrying out our obligations under this condition 14.12.

### **15.13 Money laundering requirements**

You acknowledge that we are required to adhere to certain requirements (the “**Money Laundering Requirements**”) relating to the prevention of money laundering and terrorist financing. In complying with the Money Laundering Requirements, we may need to provide information relating to your identity and nationality (or of the beneficial owner of the Investments or person acting on your behalf) and any Investments you have ordered (“**Money Laundering Information**”). You therefore agree to provide us with such Money Laundering Information and consent to us disclosing such information to any regulatory authority or investment/fund manager, as is required in order to comply with the Money Laundering Requirements.

### **15.14 US Restricted Persons**

You acknowledge that we are not permitted to sell any Investment products to any investors who are US persons, US residents, US citizens and certain persons as set out in the relevant Investment documents provided to you (“**Restricted Persons**”). By agreeing to the terms and conditions in this Part B15 you are confirming that you and any economic beneficiary are not a Restricted Persons. You are also warranting that if you or any economic beneficiaries become a Restricted Person, you will notify us immediately of such fact. In such circumstances, we may refuse any order by you for future Investments and may also buy-back/redeem any Investments that you already hold.

### **15.15 General**

- 15.15.1** You understand and agree that we do not take responsibility for or:

- guarantee payment on any Investment;
- guarantee the liquidity of any Investment;

- make any offer to buy back any Investment;
- guarantee the redemption or repayment of any Investment on maturity;
- guarantee the payment of interest or dividend; or
- promise, indicate or guarantee any returns.

**15.15.2** You understand and agree that any Investment made is not a deposit with us. The same is not endorsed or guaranteed and does not constitute obligations of us or any member of the Barclays Group. You acknowledge and agree that the Investments are third party products and your recourse in relation to your Investments is against the Investment provider.

**15.15.3** You understand and agree that in being able to provide you with Investments, we may have entered into distribution agreements with third party providers. By entering into this Customer Agreement you acknowledge and warrant that you will comply with such obligations which relate to the customer/investor.

**15.15.4** You understand and agree that the Investments purchased are subject to investment risks, including the possible loss of the principal amount invested.

**15.15.5** You understand and agree that it is your responsibility to review the Investment product carefully and in its entirety, according to your personal circumstances. Where appropriate, independent professional advice should be sought to determine the legal, tax, and financial or other implications of subscribing to the Investment before making an application.

### 15.16 Termination

You may terminate the provision of our services in relation to a specific Investment by giving us written notice.

We may, at the instance of any court or administrative order, terminate, freeze or suspend the provision of our services in relation to a specific Investment without any notice to you or without being liable for any losses you may incur as a result.

Termination of the provision of our services in relation to an Investment will not affect any contractual provisions intended to survive termination or any accrued rights, liabilities or existing commitments, (including those in relation to any transactions entered into at the date of termination but unsettled, which shall be completed expeditiously by us). Following any such termination you will pay any additional expenses necessarily incurred by us or on our behalf in terminating our services in respect of the relevant Investment and will bear any losses necessarily realised in settling or concluding outstanding obligations. Upon a termination, you will pay our fees in respect of the relevant Investment pro rata to the date of termination.

### 15.17 Disclosure

You understand that (in addition to disclosure requirements stated in Part A of this Customer Agreement) we may disclose information relating to you and your Investments to an agent or a third party:

- for completion of transactions relating to Investments;
- if required by a court order;
- to comply with law, regulation or code of conduct; or
- to a government agency or a regulatory body governing us.

### 15.18 Applicable laws and market rules

You understand and agree that we shall act in compliance with all applicable laws and regulations and shall be subject to the relevant market rules and customs when dealing with Investments on your behalf.

Barclays is a trading name of Barclays Bank PLC and its subsidiaries. Barclays Bank PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register No. 122702). Registered in England. Registered number is 1026167 with registered office at 1 Churchill Place, London E14 5HP. Barclays Bank PLC in the UAE is regulated by the Central Bank of the UAE (License No. in Dubai: 13/1844/2008; Abu Dhabi: 13/952/2008).