

GENERAL TERMS AND CONDITIONS FOR ACTIVATING AND OPERATING NEO DIGITAL BANK ACCOUNT

1. SCOPE

- 1.1 The General Terms and Conditions are an integral part of the Agreement that governs the general relationships between the Bank and the Client with respect to the opening, activation, operation and closing of the Account.
- 1.2 If any provision of the Agreement conflicts with another agreement signed between the Bank and the Client for organizing any special services or transactions, or such other agreement contains terms or provisions not addressed herein, such other agreement shall control and take precedence, unless specifically stated otherwise provided in this Agreement.

2 DEFINITIONS & INTERPRETATION

- 2.1 Wherever used herein, the capitalized terms have the meanings set opposite them below or defined elsewhere in the Agreement.

“Account” means any present and future deposit, current, loan, checking , creditor, debtor or other accounts as available from time to time with the Bank. For the avoidance of the doubt, the General Terms and Conditions shall automatically and needless from any reference to the General Terms and Conditions, apply to any type of account opened with the Bank by the Client after the date of this Agreement, whether under one or several identification numbers.

“Agreement” means the Terms and Conditions and all documents and supplementary terms issued by the Bank organizing the Accounts and the use of the Services for these Accounts, as the same may be modified by the Bank from time to time, whether expressly accepted by the Client, or implicitly approved by the absence of objection within fifteen days, and/or use of the Services, after Notification of such new terms to the Client.

“Authorized User” means the Client or any person or entity to which the Client has issued a supplementary card linked to his Account.

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| “Business Day” | means any day where the commercial banks in Lebanon are open to the Clients. |
| “Card” | means either a debit card, credit card, charge card, or any other card and any supplementary card issued by the Bank, which is related to the previous mentioned cards, that is related to an Account. |
| “Cardholder” | Means the holder of the Card. |
| “Client” | means the owner of an Account who has signed the General Terms and Conditions and such other complementary documents requested by the Bank for the opening of a Digital Account. |
| “Device” | means a cell or mobile phone, tablet, computer, Card, or personal electronic device satisfying the technical requirements set by the Bank for operating electronically an Account. |
| “Digital” | means with respect to an Account, the one that can be operated electronically by using a Device for the use of a Service. |
| “Identification Tools” | means without limitation, any security code, password, personal identification number, user identification technology, token, certificate, one time password (OTP), passcode or other means, or method of authentication, identification or verification used in connection with a Security Procedure applicable to any Service. |
| “Notification” | means the notification as decided by the Bank using of the following means at the discretion of the Bank through email, electronic message, short message service whatsapp, in-app notification, normal courier, or a post on the Bank’s website, ATMs or any other ordinary or electronic means of information or communication the Bank may elect to adopt. |
| “Security Procedures” | means any processes or procedures established between the Bank and the Client for the purpose of verifying that communications, orders, instructions, demands or inquiries regarding a Service are the Client’s or the Client’s Authorized User’s and/or for the purpose of authenticating the Client or an Authorized User in connection with the use of the Services. |
| “Services” | means the financial, banking and/or other services or products that the Bank from time to time makes available to be Digitally |

performed on the Accounts (as may be withdrawn, added, or modified by the Bank at its discretion) and publish on the Bank's website.

"Site" means the Bank's official website and/or any other website the Bank may launch in the future which can be accessed through the Bank's official website.

"Transaction" means any banking operation resulting from the use of a Service by the Client or an Authorized User.

2.2 In this Agreement, unless the context otherwise requires:

2.2.1 Headings are for convenience only and do not affect the interpretation of this Agreement.

2.2.2 Words importing the singular include the plural and vice versa.

2.2.3 A person includes a reference to an individual, entity, association, government, state, agency of state or any undertaking (whether or not having a legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists).

2.2.4 Reference to this Agreement or any other document shall be construed as reference to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time.

2.2.5 Words in capital used herein shall have the same meaning whether used as a noun, an adjective or a verb.

CHAPTER ONE: TYPES OF ACCOUNTS

1. THE CURRENT CREDITOR ACCOUNT

1.1. The Client may open with the Bank one or several current creditor Accounts that shall be activated by cash deposits and withdrawals, checks, transfers, Services, or any other means made available by the Bank.

1.2. Bank standard specimen of checks

The Bank may provide the Client, at the Bank's sole discretion, with a checkbook as per the standard specimen adopted by the Bank. The Client shall not, without the Bank's prior written consent, use any other form of check or alter the specimen's contents. The Bank shall be entitled to refuse the payment of any other check drawn by the Client, recover any unused checks of the delivered checkbook from the Client and/or refuse to provide the Client with any other checks.

1.3. Notification of the theft or loss of checks

The Client undertakes to keep the checkbook delivered by the Bank or made by the Client and approved by the Bank, in the Client's care and responsibility. The Bank shall not be liable in case of theft, loss, or illegal use of the checks. Upon the occurrence of any such event, the Client shall inform the Bank thereof in writing immediately in order to prevent any illegal use and payment.

1.4. Objection to check payment

The Client acknowledges that neither the Client nor the beneficiary of the check would be entitled to object to its payment for reasons other than those authorized by law, i.e. loss of the check or bankruptcy of its holder. In any case, the objector shall bear the civil and penal responsibilities resulting from an undue objection to any check payment. The Bank shall not be liable for the payment of a check objected to by the Client before such objection is notified by the Client to the Bank. Moreover, the Bank shall not be liable for the accuracy of the reporting of the loss of checks by the Client or the holder of the check.

1.5. Postdated checks

The Client undertakes to refrain from issuing postdated checks, since checks are payable at sight. In case the Client does not abide thereby, the Bank shall pay the check upon presentation, provided there are sufficient funds in the Account, otherwise the Bank shall return such check for insufficient funds and refer the holder of that check to the drawer.

1.6. Checks without provisions

The Client declares having taken note of the regulations of the Central Office of Returned Checks as amended, and of the Bank's obligation to place on the list of defaulting clients of the Central Office of Returned Checks at Banque du Liban, the Client's name and/or the name of Client's proxy and/or the name of the person that has the legal or regulatory power or authority to sign on behalf of the Client, in case any of the above mentioned persons issues a check that is returned by the Bank for partial or total insufficient funds and the Client or any of the other mentioned persons did not remedy the situation within the period stated in the regulations. In this case, the Bank shall be entitled to recover the unused checks and abstain from giving the Client and/or any of the above-mentioned persons a checkbook, and refrain from opening any Account for any of them. The Client authorizes the Bank to inform the Central Office of Returned Checks of the above and irrevocably exempts the Bank and its personnel as of now from the banking secrecy obligation in terms of authorizing them to take all necessary measures to implement all the provisions of the above regulations and any amendments thereof.

1.7. Checks endorsed for collection.

The amount of the checks endorsed by the Client to the Bank is deemed to be for collection and shall be available to the Client only on the date of its final collection. Any crediting by the Bank of the Account with the amount of such checks before collection is provisional and subject to their final collection. If any of such checks is returned unpaid, the Bank shall be entitled to reverse the entry while adding the interests, commissions, and charges, if any, without the Client's approval or instructions.

1.8. Cash activity.

The Client shall not be entitled to make cash activity from and to the Account, unless through the Bank's network including ATMs or any other agent authorized by the Bank.

2. DEPOSIT ACCOUNT

2.1. Nature of the Account

The Client may open with the Bank one or several creditor deposit at sight or as term deposits.

2.2. Operating the Account

2.2.1. The Client shall be entitled to operate the term deposit/ Account only at its maturity date as agreed upon between the Bank and the Client. However, the Bank may at its sole discretion and according to the conditions set by the Bank, authorize the Client to make deposits in and withdrawals from the Account before its maturity date. Such leniency does not grant the Client a vested right to repeat such transaction.

2.2.2. The deposit Account may be operated by cash deposits and withdrawals, transfers or Services linked to the deposit Account.

3. DEBTOR ACCOUNTS

The debtor Accounts opened with the Bank in the name of the Client shall be operated by cash withdrawals and deposits, ordinary or bankers' checks or Services linked to such Accounts. The operation of a debtor Account by any other means whatsoever shall be done with the Bank's prior written approval.

4. BLOCKED/PLEDGED ACCOUNT

The Client may block such Accounts, including as pledged Accounts in favor of the Bank to cover a debt due by the Client or by third parties.

5. THE JOINT ACCOUNT (AND/OR)

5.1. Legal nature of the joint Account

Individuals having the capacity of contracting may open with the Bank a joint Account (and/or) of any nature subject to the provisions of this Agreement and the law governing the joint account. All joint Account holders shall be deemed liable jointly and severally to the Bank for all transactions executed on the Account.

5.2. Operation of the joint Account

5.2.1. The joint account shall be opened at its inception by the signature of all account holders.

5.2.2. Each of the joint Account holders shall be entitled, by that holder's sole signature, to operate the Account individually through the Identification Tools by withdrawals and deposits, using any of the ordinary services or the Services and to close the same.

5.2.3. Each of the joint Account holders shall be entitled, including without limitation, to receive any deposit or withdrawal notice and any document, notice, correspondence, statement of account and certificate related to the joint Account, sign and approve it/them and notify the Bank of the check loss.

5.2.4. All Account holders accept as of now that any of them may carry on domiciliation of invoices/bills or request the payment of notes, loans, or facilities of any nature whatsoever, and to debit them to the Account (that is not a savings account), one time or more or periodically. The Account holders grant the Bank the necessary authorizations to disclose the banking information on the Account to whomever necessary for the execution of such transactions.

5.2.5. Each Account holder shall be entitled to: (1) receive a Card in the holder's name linked to the Account (that is not a savings account), and (2) be informed about transactions performed by a Card in the name of the other Account holders.

5.2.6. An Account holder shall not be entitled to request the issuance of Cards for any third party without the approval of all other Account holders.

5.2.7. An Account holder shall not be entitled to object to the right of any other Account holder to sign on, operate and dispose of any amount up to the total balance of the Account. Furthermore, the account holders shall not be entitled, even by their consent, to require the operation of the Account by joint signatures.

5.2.8. The Bank shall not accept any proxy given by any of the Account holders on the joint Account unless such proxy expressly refers to the joint Account and is approved in writing by all the Account holders. However, any Account holder may solely revoke and terminate such proxy by notifying the Bank in writing of such decision.

5.3. Judicial dispute among joint Account holders

If any judicial conflict or dispute that arises among the joint Account holders regarding their joint Account, the Bank upon notification shall block the Account until the Bank is served a executory judgment deciding the fate of the Account, or a request to free the Account authenticated by a public notary or signed in the Bank by all the Account holders.

5.4. Bankruptcy of a joint Account holder

If one of the joint Account holders is declared bankrupt, the balance of such Account shall be deemed totally belonging to the bankrupt, unless an executory court order establishes the contrary. In the meantime, the Bank shall be entitled to block the Account and give any information thereon to the official receiver or to any person appointed by the court that declared the bankruptcy.

5.5. Death of a joint Account holder

Upon the death of one of the joint Account holders, the Account shall be closed and any of the other surviving Account holder(s) is entitled to collect the balance thereof. The Bank shall not be bound to give any information to the heirs or legatees of the deceased Account holder. No exceptions shall be made to this rule unless the Account opening Agreement contains an express text providing for the notification of the heirs and legatees or in accordance with applicable law.

CHAPTER TWO: COMMON RULES OF OPERATIONS TO ALL ACCOUNTS

1. CREDITOR ACCOUNT BEING ACCIDENTALLY DEBTOR

- 1.1. The Client acknowledges and accepts that if any of the creditor Accounts accidentally becomes debtor, the Client shall in no case consider that situation as an open credit approved by the Bank and shall settle the debit balance immediately, in addition to any interests, commissions and charges accrued thereon until complete payment.
- 1.2. In case the outstanding balance of the creditor joint accounts becomes accidentally debtor, all the Account holders shall be liable jointly and severally for the repayment of the debit balance in addition to interests, commissions and charges accrued thereon until complete payment.

2. TRANSFERS

- 2.1. The Client acknowledges that the overseas/cross-border transfers service from the Account(s) opened in his name with our Bank is optional for the Bank and not mandatory.
- 2.2. The Client confirms the right of the Bank to credit the Client's Account with the value of any amount transferred in favour of the Client, provided the Account IBAN (International Bank Account Number) is affixed on the transfer, without being obliged to check the validity of that number. If the IBAN mentioned on the transfer does not belong to the Client, the Bank shall not be held liable if the transfer is not credited to the Client's Account. On the other hand, the Client irrevocably and unconditionally authorizes the Bank given the latter's interests to withdraw the value of any transfer deposited by mistake in the Client's Account.
- 2.3. The Client exempts the Bank from any liability for any delay in crediting the amounts transferred in favour of the Client to the Client's Account or for any delay in performing a transfer from the Client's Account upon the Client's request, for reasons related to compliance and verification of the transfer.
- 2.4. Without prejudice to the above, if the Bank receives in the name of any of the joint Account holders a transfer without having previously or simultaneously received special instructions from the beneficiary about the Account number to which the transfer should be credited and if the beneficiary does not have a personal Account with the Bank, the latter shall be entitled, at its sole discretion, to return the transfer to its source or to credit its amount to the collective or joint Account where the beneficiary is an Account holder, without having to notify the Account holders including the beneficiary and without any liability thereof for that action.

3. INSTRUMENTS TO OPERATE THE ACCOUNT

The means given to the Client to activate the Client's Accounts such as checks credit cards, debit cards and any other means that the Bank may decide to make available to the Client any time, shall be delivered on consignment while remaining the property of the Bank. At the Bank's first request or upon closing the Account, the Client shall refrain from using these means and/or return them to the Bank or destroy these means. The Bank shall not be held liable for any damage, loss of or delay in receiving any means of payment during its transfer by mail/courier or by any other ways as decided by the Bank.

4. ACCOUNTS UNITY, SET-OFF, FUSION AND CONSOLIDATION

- 4.1. If there are several individual Accounts opened with the Bank in the name of the Client, under one or several identification numbers, the Bank shall be entitled, without being obliged, to consider all these Accounts as the components of one single indivisible account, and shall be entitled to set off and consolidate all and any Accounts of the Client irrespective of their multiplicity, different identification numbers, types, currencies and existence in different branches, without the need to send any prior notice to the Client.
- 4.2. The Bank shall also be entitled to set-off the balances of all the Client's individual Accounts mentioned above against any amount due to the Bank by the Client for any reason whatsoever, in particular in the Client's capacity as main debtor, endorser, guarantor or any other capacity.
- 4.3. In execution of the above, the Client accepts as of now that the Bank is entitled to carry out all withdrawals, deposits, set-off, clearing, fusion, and consolidation, currency conversion from and to the Client's individual Accounts at the exchange rate prevailing on the date of conversion as adopted by the Bank at that time, without referring to the Client. The Client approves and ratifies all the above-mentioned operations and any other operation carried out by the Bank in execution of the above, acknowledges the authenticity of the records of the Bank's books and waives any right to discuss and object thereto.
- 4.4. Each joint Account holder's signature on the present Agreement shall be deemed as an express and irrevocable authorization to the Bank to set off and consolidate their collective or joint Account with any other individual debtor Account opened or to be opened in any or all their names with the Bank.

5. INTEREST RATE AND CALCULATION

5.1. Determination and modification

The Bank shall determine the interest rates applicable to the Accounts and amend them from time to time at the maturity date of the relevant Account, modify the date of calculation of interest as well as the maturity date of the Account, after Notifying the Client of same. In the absence of a Notification, the absence of objection by the Client to the statement of Account where the interests are indicated, fifteen days after that statement is Notified to the Client, constitutes an irrevocable acceptance thereof.

5.2. Calculation of the interests

Interest shall be calculated at maturity date at the interest rate set by the Bank. The interest shall be added to the principal, after deduction of commissions, charges, and tax. No less than four Business Days prior to the maturity date, the Client shall inform the Bank of the decision to free the Account or to block the same for a different period at the interest rate set by the Bank. Otherwise, the Bank shall have the right to consider the Account blocked for a similar period.

6. CLOSING THE ACCOUNT

The Bank shall be entitled to close the Account(s), any time it deems appropriate and at its sole discretion including without limitation in the following cases:

- 6.1. If the Bank has good reason to suspect that the Client is behaving fraudulently or otherwise criminally;
- 6.2. If The Client has not given the Bank (or someone acting on our behalf) any information needed by the Bank, or the Bank has good reason to believe that information that the Client has provided is incorrect or not true;
- 6.3. If the Client has broken these terms and conditions in a serious or persistent way and he hasn't put the matter right within a reasonable time of asked by the Bank;
- 6.4. If the Bank has good reason to believe that that the Client's use of the application is harmful to the Bank or its software, systems or hardware;
- 6.5. If the Bank has good reason to believe that the Client's continuity of using his Account could damage the Bank's reputation or goodwill;

- 6.6. If the Client behaves in a disrespectful or abusive way to the Banks' support or other staff, for example by harassing or insulting staff members or using offensive language while communicating with them;
- 6.7. If the Banks asked the Client to repay money owed to the Bank and the Client has not done so within a reasonable period of time;
- 6.8. If the Client has been declared bankrupt; or if the Bank has to do so under any law, regulation, court order or ombudsman's instructions.

In such case, the Client undertakes to settle any balance due to the Bank under such Accounts immediately and return to the Bank all the means made available to the Client to operate such Accounts as well as terminate the Services.

If the Account has not been closed by the Client after a period of three (3) days from the date the Bank informed the Client of same, the Bank shall be entitled to withdraw the entire balance of the Account, to close it and to deposit the funds in the name of the Client with a public notary by the means of a formal offer and deposit according to the Lebanese code of civil procedure. The Client irrevocably agrees that as of now to this procedure without any objection or challenge.

7. DEATH OF THE CLIENT

- 7.1. Upon the death of the Client, the use of all the banking services and the Services shall cease from the date the Bank is notified of such death in writing or by any other means of notification approved by the Bank. All the amounts due to the Bank by the deceased shall be debited to the Account of the latter.
- 7.2. Upon the death of the holder of a personal Account the heirs shall provide the Bank with the executory judgment determining them and their shares in the deceased's estate.
- 7.3. Where the deceased Client has a will, the legatee shall provide the Bank with an executory copy of the judgment enforcing the will.
- 7.4. In all cases, the Account beneficiaries shall deliver to the Bank all the documents legally required for the transmission of the deceased's rights over the Account to the heirs or legatees sign, upon receiving their due portion of inheritance, a discharge to that end and provide the Bank with the checkbook, the Cards and any other means for operating the Account that belonged to the deceased.

CHAPTER THREE: ELECTRONIC OPERATION OF THE ACCOUNTS

1. ACCESS TO THE ACCOUNT(S) AND SERVICES

- 1.1. The Bank will send to the Client the Identifications Tools that will allow that Client to use the Services.
- 1.2. The Client shall be entitled to access and operate the Account(s) by using the Device, the Identification Tools and by following the Security Procedures applied by the Bank to verify the Client's identity and the accuracy of the instructions conveyed to the Bank.
- 1.3. The Client shall, and shall cause the Authorized Users to, comply with the terms of this Agreement and any other instructions or recommendations the Bank may Notify to the Client.
- 1.4. The Client shall be responsible for ensuring that the Device meets all the Bank's technical requirements as shall be adjusted by the Bank from time to time and for securing the internet for that purpose. The Bank shall not bear any responsibility for any deficiency in the Device or in the internet.
- 1.5. The Bank shall not be responsible in case the access to the Account is not possible due to technical reasons or updates needed on the Device or any other reason as deemed appropriate by the Bank.
- 1.6. The Client shall bear sole responsibility for any errors in the instructions, transmission, or content of communications.
- 1.7. The Client is responsible for maintaining the security of the Device and the confidentiality of the Client's Account information, Identification Tools, and Security Procedures, and shall prevent unauthorized use of the Services.
- 1.8. The Client authorizes the Bank to follow any and all instructions entered, using applicable Security Procedures and agrees to be bound by any and all Transactions, unless and until the Client has Notified the Bank that an instruction is incorrect or that the Security Procedures or the Client's Identification Tools have been stolen, compromised, or otherwise become known to persons other than Authorized Users and until the Bank has had a reasonable opportunity to act upon such notice.
- 1.9. The Account and the Card must not be used (directly or indirectly) for looping, abuse of our products, services, or customer support, and that the Client cannot use the Account for non-personal purposes. This includes activities that may compromise the integrity of the services or threaten the security and wellbeing of the Bank and its customers.
- 1.10. The Bank may close or suspend the Account immediately (including access to the services provided by other group entities), and end the access to the website and the application, in case

the Client engage in such activity.

2. AVAILABILITY & ALTERATIONS OF THE SERVICES

The Bank may, without notice, at any time and from time to time add to (including adding new Services or products), vary, alter, suspend, or remove any of the Services, including without limitation the right to set, vary or cancel limits for any transaction type, facilities, products, and transfers, that may be carried through the Services, and to vary their frequency and availability period.

3. ELIGIBILITY FOR & REFUSAL OF SERVICES

- 3.1. The Bank reserves the right to determine, from time to time, the Client's eligibility for any: (i) Service, (ii) Account(s), and/or (iii) eligibility of any Account(s) for the use of a particular Service, all in the Bank's sole and absolute discretion.
- 3.2. The Client acknowledges and agrees that upon any determination of ineligibility, the Bank may discontinue the Client's and Authorized Users' access to any Service and or close any Account(s) without further notice to the Client.
- 3.3. The Bank shall, at its sole discretion and without the approval of the Client or the Authorized Users, determine the technical restrictions, the number and frequency of Transactions and the cash value limit allowed for the different Transactions including but without limitation to withdrawals, deposits, transfers, payment, currency exchange which the Client can carry out at any one time or over a period of time or any other Transaction executed within the Services, after the Client is Notified of such restrictions and limits or any amendments thereof. The Client agrees that the Bank may refuse the execution of any Service that is not compliant with these limits. The Bank shall be entitled, in exceptional justified cases, to apply the mentioned restrictions and limits before Notifying the Client or the Authorized User, provided it will proceed with such Notification as soon as possible.
- 3.4. The Bank further reserves the right, in the Bank's sole and absolute discretion, to delay and/or refuse to process any item, Transaction or instruction with respect to any Service that: (i) does not comply with the Agreement or any other agreement with the Bank; (ii) is not complete, correct and current; (iii) is greater in frequency, amount or number than is permitted for the relevant Account or Service, (iv) is for an amount that is less than the minimum amount permitted for the relevant Account or Service; (v) relates to an Account that has been closed or exceeds the amount of available funds in the relevant Account (or would reduce the balance of the available funds in the relevant Account below any required minimum balance); (vi) the Bank believe in good faith is not genuine, conflicts with another instruction or relates to funds or an Account over which there is a dispute or restriction on withdrawal; (vii) the Bank suspects results from a breach in the

Security Procedures or relates to an Account or Service that the Bank suspect is being used for, or is the target of, fraudulent or illegal activity; or (viii) might cause the Bank to violate applicable law or otherwise expose the Bank to liability.

4. OPERATING THE ACCOUNT

- 4.1. The Client shall use and operate the Account and benefit from the Services in accordance with the Agreement, any other written document signed by any of them, and the terms and conditions Notified from time to time to the Client including without limitation with respect to the type of the authorized Transactions, the value date of the withdrawals, transfers, currency conversion Digitally made on the Account. The Client shall bear the liability of the use and benefits of the Services and of the Transactions so achieved in addition to all the risks resulting thereof, including in relation to the transfer of information between the Bank and the Client.
- 4.2. The Bank may at any time, at its sole discretion, and without the Client approval, amend or cancel any of the Identification Tools or the conditions of any Service, after the Bank has Notified the Client of such amendments. The Client shall be responsible for informing the Authorized Users of such amendment or cancellation.
- 4.3. All instructions received through the use of a Service (whether authorized or not by the Client) are deemed to be the Client's authentic and duly authorized instruction and are irrevocable and binding on the Client is effected through the Identification Tools. The Bank shall be under no obligation to investigate the authenticity or authority of persons issuing the instruction and shall be entitled to effect, perform, or process such instruction without any further reference or notice to such person.

The Bank is authorized to accept, rely upon and act upon the Client's (as applicable) instructions given in the use of a Service as such Client (as applicable) has given signed written instructions to the Bank, even if they may conflict with any other mandate given at any previous time concerning his Accounts.

- 4.4. The Bank is authorized to debit the Client's Account with any amounts the Bank has paid or incurred in accordance with instructions received by using a Service regarding said Account.
- 4.5. The Client irrevocably and unconditionally authorizes the Bank to execute any Service used by the Client. The Bank shall be entitled, in execution of the above, to subject the use of the Service to a repeated insertion by the Client of the Identification Tools.
- 4.6. The Bank shall also be entitled, at its sole discretion to (i) delay or ask for more information for the use of a Service, and (ii) cancel any request or instruction for such use especially if the Bank considers such request or instruction is incomplete, inconsistent, incorrect, or contrary to the

Bank's internal policies and procedures, and/or applicable laws and regulations including anti-money laundering laws or regulations. The Client exempts the Bank from any liability for an incomplete or partial execution or cancelation of any Transaction.

- 4.7. The Client may request to replace the Account with new accounts or to have additional new accounts becoming Digitally operated. The satisfaction of such request is left to the Bank's approval.
- 4.8. The Client shall be liable for all transactions processed or effected pursuant to the use or purported use of the Services with or without the Client's knowledge or consent, and the Client waives all rights and remedies against the Bank in respect of any loss arising from unauthorized use of a Device and/or Service.
- 4.9. The Bank shall not return to the Client the value of any payment made via a Service unless the Bank is provided with the cancelation of such invoice or payment signed by the beneficiary of such payment or any other evidence approved by the Bank. Moreover, the Bank shall not return any amounts transferred by the Client, to another beneficiary through a Service, when the transfer results from the Client's fault, the unlawful use by a third party of the Service or for any other reason not attributed to the Bank, unless the Bank has been provided with the approval of the beneficiary of that transfer.

5. PROTECTING THE ACCOUNT(S)

- 5.1. The Bank and the Client agree that the use of the Device, Identification Tools and electronic signature encloses several risks some of which may result from the hacking of the Device and/or Identification Tools and its unlawful use that may lead third parties to access the details of the Accounts, such as the names and balances, and the execution of unauthorized Transactions on the Accounts.
- 5.2. In order for the Client to benefit of the best protection against such risks, the Client undertakes:
 - 5.2.1. To limit the use of the Device, the Identification Tools, and the operation of the Account to the Client exclusively. In case the Device was used by any other person, on good or bad faith, regardless of whether the Client was aware or not, the latter shall be considered as having used the Device and operated the Account. The Client waives as of now the right to object to the fact that the Client or the Authorized User did not use the service personally. The use of the Device and the operation of the Account by an authorized user is made under the responsibility and risk of the Client.
 - 5.2.2. To keep the Identification Tools confidential, not to grant or allow their access to any other person, intentionally or by negligence, not to link any of them to any personal information commonly known, such as the address, the date of birth and the name of children, and to memorize them rather than writing them.

- 5.2.3. To take all necessary measures to prevent the unauthorized use of any Identification Tools and to change them regularly when allowed.
- 5.2.4. Not to respond to e-mails from third parties asking for secure or sensitive information relating to the Identification Tools and not to satisfy any requests therein. In case the Client suspects that such confidential information was disclosed, the Client shall inform the Bank immediately.
- 5.2.5. Not to leave the electronic terminal from which they have accessed the Services until they have terminated that session and have logged-off the Account. The Client shall be responsible for ensuring that the Client or the Authorized Users have logged off the Account at the termination of any session.
- 5.2.6. Not to access the Account or use the Services from any device connected to a local area network (LAN) or any public Internet access device or access point without first making sure that no one else will be able to observe or copy their access or get access to such Account or Service.
- 5.2.7. To Notify the Bank immediately (i) of the loss or theft of to any Identification Tool, (ii) if a third party had an unauthorized access to any Identification Tool, (iii) of the loss, theft or confiscation of a Device, (iv) if the Client becomes aware or suspects that another person knows any of these information or (v) if the Client or any other person has made unlawful or fraudulent use of a Device.
- 5.3. The Client shall Notify the Bank immediately of the occurrence of an event which has made that Client exposed to such risk.
- 5.4. The Bank shall then be entitled to (i) cancel the Identification Tool or deactivate the relevant Device, (ii) provide the Client, or the relevant Authorized User with another one, and (iii) suspend and/or cancel the Services.
- 5.5. The Bank shall not be liable for any direct and indirect damage resulting from the above that occurred prior to being Notified. However, the Client shall not be liable for any debit made to the Client's Account executed Digitally, after notifying the Bank of (i) the possibility of illegal entrance to the Account by a third party, (ii) the loss of a Device, or (iii) the possibility of using the identification Tools by a third party.
- 5.6. The Client shall not and shall cause the Authorized Users not to use and/or assist third parties or empowering them to use any Device for a Service in a way that (i) blocks the possibility of using the Service by other Clients, (ii) that will cause a damage entailing a civil responsibility or constituting a criminal offense or (iii) contravenes the public order, the public manners, the

applicable laws and regulations and/or the policies, procedures and instructions issued by the Bank, *Banque du Liban* or the Lebanese authorities.

6. PLACE & TIME OF USE OF THE SERVICES

6.1. Place of use

The Client is entitled to use the Services anywhere, except in some countries where the use of the high level of encryption adopted by the Bank for the protection of the Client's requests and Accounts from unauthorized access is not in compliance with the applicable laws and regulations in such countries. The Bank shall not bear any liability in case the Client was unable to use the Services in such places. It is the Client's responsibility to verify the ability to use the Services in those places.

6.2. Time of use

Except for the Services that should be executed during the working hours determined by the Bank, or are suspended in accordance with this Agreement, the Client and the Authorized Users can use the Services seven days a week, twenty four hours a day except during the time when such services may not be available due to service maintenance, network communication, problems beyond the Bank's control, interruption of the services provided by certain third parties, hacking, force majeure, security incidents or any other technical problem that may affect the system or the software, including but not limited to electronic viruses.

7. COPYRIGHT AND TRADEMARKS

- 7.1. All content included on the Site and/or any means through which the Services are used including mobile applications, short message service (SMS), such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations and software, are the exclusive property of the Bank and/or licensed by the latter and/or its content supplier, and are protected by the copyright and trademarks and the applicable laws and regulations.
- 7.2. Unless the prior written consent of the Bank and/or the relevant third party owner(s) of any of the trademarks, service marks or logos, has been obtained, no license or right is granted to any party accessing the Site or using the Services to use, download, reproduce, copy or modify such trademarks, Services, marks, logos displayed on the Site and/or any other means through which the Services are rendered, including mobile applications and short message service (SMS). Moreover, unless the prior written consent of the Bank and/or the relevant owner(s) has been obtained, no trademarks, Services marks or logos may be used as a link or to mark any link to the Site or to any other site owned and/or controlled by the Bank.

- 7.3. The Client shall indemnify and defend any claim or action brought against the Bank by any third party for intellectual property infringement or violation of copyright or trademark to the extent that such violation or infringement result from the Client's use of the Services or access to the Site.

8. LICENSE TO ACCESS AND USE THE PLATFORM

- 8.1. The Bank grants the Client a limited license to access and use the Platform and the Site personally, or by any Authorized User. Thus, neither of them shall be entitled to download (other than page caching) or modify the entire Site, or any portion of it, except with the express prior written consent of the Bank.
- 8.2. This license does not include any resale or commercial use of the Site or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of the Site or its contents; any downloading or copying of Account information for the benefit of another merchant; or any use of data extraction, robots or similar data gathering and extraction tools.
- 8.3. The Client may not reproduce, duplicate, copy, sell, resell, visit, or exploit for any commercial purpose the Site or any portion of it without the express prior written consent of the Bank. The Client may not frame or use framing techniques to enclose any trademark, logo or other information (including images, text, page layout or form) of the Bank and/or the Site's relevant third-party owner without their express prior written consent. The Client may not use any "hidden text" using the Bank's name or trademarks without the express prior written consent of the Bank.

9. SUSPENSION OF SERVICES

- 9.1. The Services provided by the Bank are as presently available. The Bank does not warrant that the Services will remain available on an uninterrupted basis. The Bank shall be entitled at any time, to temporarily interrupt or suspend the operations of a Service, including for updating, maintenance and upgrading purposes, or any other purpose whatsoever that the Bank deems appropriate. The Bank shall not be liable for any loss, liability or damage which may be incurred as a result of such interruption or suspension.
- 9.2. The Bank shall also be entitled to suspend any Services without informing the Client in the following cases:
- 9.2.1. Entry of any incorrect Identification Tool.
 - 9.2.2. Execution of suspicious or illegal transactions or if the Bank suspects that the use of the service was invalid or illegal.
- 9.3. The Client shall be entitled at any time to suspend any of the Services that such benefits from, or calling the specified customer service's office.

9.4. More particularly, the Client shall notify the Bank about the decision to suspend the Service related to the Card or supplementary card, the Client or an Authorized User is benefitting from.

10. TERMINATION OF SERVICES

10.1. The Client shall be entitled to renounce or terminate, at any time, the use of any of the Services the Client benefits from, by using the means determined by the Bank.

10.2. The Bank shall be entitled to cancel or terminate any of the Services made available to the Client for the following reasons:

10.2.1. At any time and at its sole discretion.

10.2.2. Misuse of the Service.

10.2.3. Non-settlement by the Client at their maturity dates of any fees, commissions, and charges due to the Bank.

10.2.4. Lack of funds in the Accounts to which the Services relate.

10.2.5. Closure of the Accounts to which the Services relate.

10.2.6. Non-execution of any Transaction using a Service during any consecutive one hundred eighty (180) days period, unless such Service relates to a Card.

10.2.7. Suspension by the Bank or the Client of the Service other than in relation to a Card or a mobile phone for three (3) consecutive months.

10.2.8. Existence of a conflict between the Bank and the Client.

10.2.9. Breach of any provisions of the present Agreement.

10.3. The termination of the Service shall not affect the Bank's rights accrued up to the date of termination, nor it shall affect the Client's liabilities and obligations.

10.4. The Bank shall be entitled at its sole discretion to reactivate any cancelled or terminated Service upon the Client's re-subscription to such Service.

11. SUBCONTRACTING/ THIRD PARTY SERVICES

The Bank shall be entitled to subcontract or ask for the services of any third party the execution of any Services, in whole or in part, and the Client accepts as of now thereto and authorizes the Bank to disclose to such subcontractor the banking information relating to the Client and waives the Lebanese banking secrecy in this respect

12. ASSIGNMENT

- 12.1. The Client may not assign or transfer any rights to the Services to any other party.
- 12.2. The Bank shall be entitled, without the need to obtain the Client's prior approval, to assign or transfer all or part of the rights and obligations related under the Agreement to any of its subsidiaries, affiliates or any third party.

CHAPTER FOUR: CONDITIONS RELATED TO THE CARD

1. USE OF THE CARD

- 1.1. The Client undertakes to:
 - 1.1.1. Sign the acknowledgment of receipt of the Card.
 - 1.1.2. Use the Card within its limit and the value of the amounts available in the relevant Account during the expiry date specified on the Card. If the Cardholder has exceeded the limit of the Card or the amounts available in the relevant Account, the amount that has exceeded the limit of the Card or the balance of the Account shall be considered as a debt due by the Client, who undertakes to settle it immediately in addition to interests, commissions and charges set by the Bank, until full and actual settlement. The Bank shall also be entitled to collect such amounts from any of the Accounts of the Client with the Bank.
- 1.2. Neither the Client nor the Cardholder shall be entitled to use the Card to secure its debt or to lend it to a third party.
- 1.3. As per the Client's request, the Bank shall issue supplementary Cards with corresponding Identification Tools in the name of the Cardholder. In addition, the Bank shall be entitled to (i) cancel the supplementary Cards at its sole discretion and at any time, or upon the Client's or the Cardholders' written instructions or (ii) request to return the Cards without informing the Cardholder.

- 1.4. In case the Card is retained by any ATM for any reason, the Client or the Cardholder should promptly inform the Bank and ask for the instructions to be executed and abide by them. The Bank shall not be held liable for any responsibility that may result from this retention.
- 1.5. The expiry date of the Card and therefore the period of its validity is specified on the Card. At the Bank's sole discretion, the Card will be automatically renewed unless the Client notifies the Bank of the decision not to renew it before the expiry date.
- 1.6. Upon the expiry date of the Card, the Client undertakes to return it to the Bank or destroy it. The Bank shall not be liable for any Transaction executed through the expired Card.
- 1.7. The Client undertakes to ensure the proper use of the Card and not to use it for illegal and unlawful purposes including but not limited to the purchase of products or services prohibited by applicable laws and regulations in Lebanon or in any other country.
- 1.8. The use of the Card, the Identification Tools and/or any electronic means shall be deemed equivalent to the signature of the Client and/or the Cardholder and have the same legal consequences of a written signature. Therefore, the Client or the Cardholder shall not be entitled to object to any transactions executed through the Identification Tools in case of occurrence of any conflict resulting from the transactions executed through the Card.

CHAPTER FIVE: CONDITIONS RELATED TO THE TRANSACTIONS

The Client hereby acknowledges that it may operate the Account including by cash deposit and transfers, through the ATM or authorized agents.

The value of the cash deposited or transferred through the Card on the ATM or through authorized agents (such as OMT, Cash United etc.) shall be credited to the Account at the value date set by the Bank. However, the Bank shall be entitled, at its sole discretion, to refuse the execution of any cash deposit or transfer transaction made on the ATM or through authorized agents.

The Bank's entries and books constitute irrefutable evidence towards the Client with respect to any difference between the value of the amounts that the Client or the Cardholder claims to have deposited or transferred through the ATM or through authorized agents or the value of the amounts mentioned on the receipt issued by the ATM or through authorized agents from one hand and the amounts actually transferred or calculated on the Device on the other hand. The Customer undertakes to abide by these entries and waive its right to challenge or dispute them in any way and for any reason whatsoever.

As for the checks deposited through the ATM, the Bank shall be entitled to return them to the Client

or credit their value temporarily to the Account after verifying that the formal conditions of the check required by the Bank are met, as well as the legal conditions. The value of a check shall not be definitively credited to the Account unless it has been fully collected by the Bank. Therefore, the receipt issued by the ATM upon the deposit of the check shall be conditional to the final collection of that check.

CHAPTER SIX: GENERAL PROVISIONS

1. TRANSACTIONS WITH FOREIGN CONNECTIONS

- 1.1. The Client expressly acknowledges and accepts that some transactions carried for the Client may have foreign connection and are thus governed by, and executed in accordance with, treaties signed between Lebanon and another other country (ies), non-Lebanese laws and/or banking practices applicable to such Transactions, or even international contracts and/ or agreements signed between the Bank and any person or any local or foreign public authority or administration for the purpose of the execution of such Transactions and the sound continuity of the banking activities and relationships, both internally and externally.
- 1.2. For the same rules and principles stated above, the Client irrevocably and finally authorizes the Bank to withhold from any of the Client's accounts held with the Bank, any amount the Bank is required to pay or is seized in the Bank's accounts for a reason due to the Client by any local or foreign public authority or administration, in accordance with foreign laws or banking practices or contracts and/or agreements signed between the Bank and any person or local or foreign public authority or administration. The Client also authorizes the Bank, for that purpose, to take any other measures it sees fit and pay any amount due by or because of the Client, including taxes, and debit any of the Client's accounts held with the Bank by such amount. The Client waives the right to object to any of the foregoing actions and exempts the Bank of any liability in connection therewith, whether directly or indirectly.
- 1.3. The Client has been informed that some banks, especially foreign banks, sometimes and for specific reasons, return transfers, checks drawn thereon even after they are collected and credited to the Client's accounts. The Client irrevocably and finally authorizes the Bank, if such event occurs, to debit the Client's account by the value of said check irrespective of its amount in addition to any amount due as interests, commissions, and charges as per Clause 1.7 of this Agreement.
- 1.4. The Client shall be solely liable for confiscation by correspondent banks or any competent foreign authority, of the original of the checks mentioned above and the value of any transfer, for any reason related to the applicable foreign laws. The Client irrevocably authorizes the Bank, in this case, to execute or reverse the entries to reflect that confiscation.

2. CLIENT'S LIABILITY

- 2.1. The Client shall be liable solely for all direct and indirect damages that the Bank suffers as a result of the Client's sole or joint simple or gross, intentional or nonintentional fault, negligence, misconduct or as a result of its failure to execute any of the terms and conditions of the Agreement. The Client shall be jointly liable with any other Client(s) or participant(s), if they all contributed to realize the damages.
- 2.2. The Client shall more particularly be liable for all direct and indirect damages resulting from any Transaction carried out by any person who knew the Identification Tools, whether the Client made it available to that person or not.
- 2.3. The Client shall also be liable for the authenticity and accuracy of the information given to the Bank by that Client, especially in connection with the use of the Services.
- 2.4. The Client agrees to indemnify against, and hold the Bank, and its subsidiaries, affiliates, officers, agents, directors, employees, and service providers harmless from any claims, demands, costs, damages, expenses or liabilities, including reasonable attorneys' fees, (including claims, demands, costs, damages, expenses or liabilities made or suffered by any third-party) due to, or arising out of or related to: (i) the actions, omissions, or commissions of the Client, the Client's representatives, and/or agents relating to the Services; (ii) the Client's violation of any of the provisions of this Agreement; (iii) any transmission or instruction, whether or not authorized, acted upon by the Bank in good faith (including, but not limited to, any transmission or instruction received using the Security Procedures); (iv) the Client's violation of any rights of another, including, but not limited to, intellectual property rights; or (vi) the Client's violation of applicable law or regulation. The Client's obligations under this clause shall survive the termination of this Agreement.

3. BANK'S LIABILITY

- 3.1. **DISCLAIMER OF WARRANTIES.**
THE BANK EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK.
- 3.2. THE BANK MAKES NO CLAIM OR WARRANTY THAT THE SERVICES OR ANY CONTENT WILL BE SUITABLE TO THE CLIENT'S NEEDS, OR WILL BE UNINTERRUPTED, TIMELY, OR SECURE. THERE IS NO GUARANTEE THAT ACCESS TO THE SERVICES WILL BE AVAILABLE AT ALL TIMES AND THE BANK SHALL NOT BE LIABLE IF THE CLIENT OR AUTHORIZED USERS ARE UNABLE TO ACCESS THE SERVICES. THE SERVICES AND CONTENT MAY CONTAIN INACCURACIES, TYPOGRAPHICAL ERRORS, OR MAY BE OTHERWISE UNRELIABLE. THE BANK MAKES NO WARRANTY THAT THE QUALITY OF ANY PRODUCTS, SERVICES, CONTENT, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY THE CLIENT THROUGH

THE SERVICES WILL MEET THEIR EXPECTATIONS.

- 3.3. The Bank shall not be liable for any damages which are not due to the Bank's gross negligence or willful misconduct.
- 3.4. In any case, the Bank shall not be liable for any direct or indirect damages that the Client might suffer because of:
- 3.4.1. A force majeure event or security incidents or any other cause beyond the control of the Bank including but not limited to the unavailability or interruption of the Services, any other technical problems affecting the system for whatever reason and period or the nature or unavailability of the communication network, hacking or viruses.
- 3.4.2. Any act, omission or negligence of the Client or any other third party, any fraudulent acts done by any of them on or through the Site including but not limited to hacking, viruses, fault in executing the transaction, non-execution, suspension or the inappropriate or incomplete execution of the transaction.
- 3.4.3. The unavailability of the foreign currency in all or part, for any reason, especially because of decisions taken by the competent legislative or administrative authorities or for any other reason.
- 3.4.4. Any delay in the receipt of, damage and/or loss of any of the payment means or documents during their transfer by regular or electronic mails.
- 3.4.5. The refusal of the beneficiary to receive the funds electronically transferred or the delay in receiving such funds for any reason.
- 3.4.6. Any error in information or any failure or delay in the transmission of information to or from the Client or any other third party.
- 3.5. The Client acknowledges and agrees that in no event shall the Bank, its officers, agents, service providers, directors, and/or employees be liable for any indirect, punitive, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses.

4. BANKING SECRECY

The Client expressly (including as one of the joint Account holders) authorizes the Bank to disclose any banking information and therefore exempts them from the obligation to preserve banking secrecy to:

- 4.1. The Bank's subsidiaries and affiliates, as well as in favor of all their internal and external auditors,

legal advisors, employees and any third party with whom the Bank has sub-contracted to provide ordinary services and/or Services and any third parties to whom all or part of this Agreement was assigned, or in favor of any party whose involvement is deemed necessary by the Bank in relation to a Service and/or Transaction executed or that will be executed under this Agreement (including but not limited to other banks which issue MasterCard, Visa, BankerNet, or any other card company or Interbank Payment Network sal) and any authorized agents and delivery services company.

- 4.2. Any merchant or other services providers for the purpose of processions services and any authorized agent as mentioned under Chapter Five of the present terms and conditions.
- 4.3. Any software as a service platform and cloud based solutions.
- 4.4. The Bank's local and/or foreign correspondents for the purpose of executing all transfers and/or any transactions with respect to any information required by the correspondent, or under applicable laws and regulations in Lebanon, or in the country of the foreign correspondent or under the laws of any other country the Bank or the foreign correspondent decides to abide by.
- 4.5. Any non-Lebanese judicial, organizational, control or regulatory authority or entity with which the Bank has signed contracts and/or agreements or with the country of which Lebanon has signed a treaty, for the purpose of disclosing to it the required information about the Client including but not limited to in the case where the disclosure of such Client information is requested for fighting money laundering, terrorism, financial or taxes crimes and contraventions, protection of the savings invested in the financial markets from any manipulation or fraud that may occur, any unlawful practices, administrative violation, prosecution of exploitation crimes and disclosure of special information or promotion of false or misleading information related to the financial instruments or to the issuers of such instruments.
- 4.6. Any authority to take all the necessary measures in accordance with the regulations of the authority responsible for returned checks.
- 4.7. Any third party entrusted by the Bank for the execution of the present Agreement in accordance with its terms, including a public administration, official department, notaries public as well as the Bank's external auditors, controllers, lawyers, legal advisors, and any other person delegated by the Bank in connection with such execution.
- 4.8. An Authorized User for the use of the Services.
- 4.9. Any third party that has access to any information on the Device.
- 4.10. Any person at the elected address of the Client or an Authorized User who can receive, acknowledge receipt, or has access to any correspondence sent to any of them at that address.

5. ANTI-MONEY LAUNDERING LAW

The Client declares having taken note of the applicable laws and regulations regarding anti-money laundering and all amendments thereof and confirms to the Bank that the funds deposited in the Accounts are legal and in conformity with said laws and regulations.

6. CORRESPONDENCE

- 6.1. The Client hereby authorizes the Bank and its internal or external auditors, controllers, lawyers, legal advisors and any person delegated by the Bank, to send at the Client's elected or effective address by regular mail, fax, e-mail or by any other means, all correspondences, invoices, statements of accounts, receipts, returned checks, documents, notifications and everything related to the accounts and Bank's services and exempts them from the obligation to preserve banking secrecy for that purpose.
- 6.2. The Client shall be considered legally and de facto notified of the correspondences mentioned above (i) for the Notifications upon their post on the Bank's Site or sending them to the e-mail, mobile number or fax number communicated by the Client to the Bank (ii) and for other form of communication, upon their sending to the Client's elected or effective address even if the Client had not received the same for any reason.

7. BANK RECORDS AND STATEMENTS

- 7.1. The Client recognizes that the system set by the Bank for authenticating the Client's electronic signatures and the transactions and operations is totally reliable and constitutes complete evidence of the Transactions carried on reliance thereof. Therefore, the Bank's books, records, statements, and registers, in addition to the Transactions recorded and transferred through data processing and the printed copy of the results of the instructions and Services howsoever executed including through the Site and Device shall constitute absolute irrefutable evidence attesting the instructions, the Services and Transactions, the amounts due to or by the Bank and shall have absolute executive power. They shall be fully probative towards the Client their successors and third parties. The Client approves and ratifies as of now the foregoing and waives the right to contest and object to the Bank's records, statements, and registers.
- 7.2. The Client declares that the Bank shall be entitled to (i) reverse any entry made erroneously, by omission, unlawfully or due to the application of foreign laws, banking practice and customs in

his/her Account and (ii) correct the value dates of executed ordinary operations and Transactions if need be, at the Bank's discretion and without the need to notify or get the prior approval of the Client nor the need to wait for a court order for that purpose. The Client authorizes the Bank thereto and waives in advance the right to object to such transactions. Should the outstanding balance of the Account become consequently accidentally debtor, the provisions of Clause 1 of this Agreement shall apply.

7.3. The Client can request on the Device a QR validated statement of account.
The Client shall be entitled to object to:

7.3.1. The statement of Account during 15 days from the date of request of the statement of account over the Device.

7.3.2. The outstanding balance of the Account or any Account summary during 15 days from the date of request of the statement of account over the Device

The statements, balances, data and summaries shall be considered final, valid and enforceable upon the Client if no objection thereto is made within the above-mentioned period.

8. TRANSACTIONS VALUE DATE

The Bank shall determine, at its sole discretion and without prior notice, the value date of the withdrawal, deposit, transfer, and currency conversion transactions executed on the Client's Accounts by any transaction or Services. The Client shall not have the right to object thereto.

9. DATA RECORDING

The Client agrees that the Bank shall be entitled to (i) record any communication made with the Client whether by phone call or a video-conference, and to record the images taken for the transactions made through the Devices and keep any communication, image or information by any means whatsoever (ii) use such recordings as conclusive evidence against any objection filed on the Bank's books and records and/or statements and summaries released by the Bank.

10. ACCOUNTS' FEES AND CHARGES

10.1. The Client irrevocably and unconditionally authorizes the Bank, given the latter's interests, to automatically debit the Client's Accounts, without reverting to the latter, (i) by the commissions, charges and fees that the Bank levies in connection with the Account, Services and Transactions, (such as without limitation activation fees payable upon subscription, subscription fees, Accounts statements commissions and fees, Cards issuance, replacement or renewal fees, checkbook issuance fees (ii) the taxes due on the Account and (iii) all fees, charges, expenses for judicial

proceedings and other form of resolution of disputes between the Bank and the Client or between the Client and any third person in case the Bank intervened, for any reason. The Bank shall determine the costs, charges and fees related to the Accounts and amend them upon renewal or from time to time.

- 10.2. The use by the Client of the Services and the absence of any objection from the Client on any amendment to the costs, charges and fees related to the Accounts within a period of 15 (fifteen) days after the end of the month during which the amendment is published on the Bank's website or Notified to the Client, shall be deemed to constitute the Client's total and irrevocable consent to such amendment.

11. ELECTRONIC SIGNATURE

The Client acknowledges and agrees that the opening account contract and all the transactions will be electronically signed, and that any electronic signatures appearing on any contracts or documents and all the transactions are the same as wet signatures for the purposes of validity, enforceability, and admissibility.

The Client use for operating the Account of an Identification Tool (any security code, password, personal identification number, user identification technology, token, certificate, or other means, or method of authentication, identification or verification used in connection to the operation of the Account) shall be deemed equivalent to the Client, the Cardholder's or any other authorized user's wet signature of the Account and shall have the same legal consequences of a wet signature without the need for the Bank to independently verify the request.

Therefore, the Bank shall execute any request presented according to the above without any further written or other confirmation from the Client's side and without being held liable for any reason especially regarding the validity of the request, the completeness and accuracy of its details, the Bank's failure of understanding the request, the fraudulent use of any of the electronic banking services or the transfer of information/data in case of the loss of any information or request. Neither the Client, nor the Cardholder and the Authorized User shall be entitled to object to any transaction performed according to the above.

12. SEVERABILITY

- 12.1. If any provision of this Agreement or the application thereof to any persons or circumstances shall irreconcilably conflict with or be invalid or unenforceable under applicable law, such provision shall be deemed automatically reformed and amended to the extent, and only to the extent, necessary to render it valid and enforceable under such applicable law as of the effective date thereof, and such reformed or amended provision shall be binding without necessitating the formal amendment of this Agreement by the procedures specified herein; provided, however, that if such automatic reformation and amendment of such provision shall be unreasonable or impracticable in the context of this Agreement, or shall significantly conflict

with the purpose, intent and/or any other material terms or provisions of this Agreement, then such provision shall be deemed severed from this Agreement with respect to the persons or circumstances as to which such provision shall be invalid or unenforceable.

- 12.2. The invalidity or unenforceability of any one or more of the provisions of this Agreement, or the severance of any provision from this Agreement pursuant to the terms of this Agreement, shall not affect the validity or enforceability of the remaining provisions and such remaining provisions shall continue in full force and effect to the fullest extent permitted by law.

13. GOVERNING LAW AND COMPETENT JURISDICTION

This Agreement shall be governed by and construed in accordance with Lebanese laws.

Beirut courts shall have exclusive jurisdiction over any dispute that may arise from this Agreement and its annexes, or the Accounts and all matters related thereto. However, the Bank shall be entitled to take legal actions against the Client, the Cardholder, the Secondary User or their successors before any other courts in Lebanon or abroad.

This Agreement has been made in two copies, one delivered to each party.

Bank Audi SAL (Hereinafter referred to throughout this Agreement as the “Bank”)



Second Party: Account holder

I the undersigned, declare that I have read all the provisions of the present Agreement consisted of 29 pages.