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| **COMMON TERMS AGREEMENT**  Dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **AL HILAL BANK**  **(AS AHB)**  **AND**  **[Customer]**  **(AS [CUSTOMER])** |
|  |

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This Common Terms Agreement is dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (the “**Common Terms Agreement**” or “**Agreement**”)

Between:

1. **Customer[[1]](#footnote-2):**

|  |  |
| --- | --- |
| For Individuals: | [●], [●] national, aged about [●] years, holding passport number [●], and residing at [●] |
| For Corporate Entity: | [●], a [●] company, established in accordance with the laws of the [●], having its registered address as P.O. Box [●], represented by its authorized signatory [●] |

(the "**Customer**", which term shall be construed so as to include its successors in title, permitted assigns and permitted transferees); and

1. **Al Hilal Bank**, a company, established and existing under the laws of United Arab Emirates, with address at PO Box 63111, Abu Dhabi, United Arab Emirates ("**AHB**" or the “**Bank**”, which expression shall include his successors, legal representatives, transferees and assigns),

(each a “**Party**” and together the “**Parties**”).

**NOW THEREFORE**, in consideration of the foregoing and the provisions set forth below, and subject to the terms and conditions set forth herein, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION
   1. **Definitions**

In respect of the Transaction Documents:

**“AAOIFI”**means the Accounting and Auditing Organization for Islamic Financial Institutions (Bahrain).

**“AED”** and **“Dirham”** denotes the United Arab Emirate dirham, being the legal currency for the time being of the United Arab Emirates.

"**Accounts**" means the Income Account and the Income Reserve Account.

"**AHB Share**” means AHB’s undivided percentage ownership interest in the Asset (i.e. being the subject matter of the Asset Purchase Agreement) and as set out under Schedule 1 hereof.

“**Asset Purchase Agreement**” means the agreement for the sale of the AHB Share to AHB between AHB and the seller of the AHB Share.

**“Authorisation"** means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

**“Business Day”** means a day (other than a Friday) on which banks are open for general business in the UAE.

**“EIBOR”** means the UAE Dirham Interbank Offered Rate displayed on the appropriate page of the Reuters screen for EIBOR as at or about 11.00 am (Abu Dhabi time) on the relevant date. If the relevant page is replaced or the service ceases to be available, AHB (after consultation with the Customer) may specify another page or service displaying the appropriate rate.

**"Encumbrance(s)"** means any lien, pledge, mortgage, and security interest, deed of trust, charge or other encumbrance or arrangement having a similar effect.

**“Events of Default”** means each of the events set out under Schedule 2 hereof or circumstance which give may (at the subject discretion of AHB) lead to the occurrence of any of such envisaged events.

"**Expected Income Amount**" means, in respect of each Income Payment Period the aggregate of the following:

An amount equal to the product of (A) [●] month EIBOR plus the Margin subject to a minimum floor of [●]% per annum; (B) the Outstanding AHB Share Amount; and (D) the actual number of days in that Income Payment Period, divided by (E) 360 days.

“**Expected Income Calculation Day**” means, in respect of an Income Payment Period, two (2) Business Days prior to the commencement of the relevant Income Payment Period, being the date on which the Expected Income Amount shall be calculated and the Expected Income Amount Notice shall be sent to the Agent.

"**Expected Income Amount Notice**" has the meaning given in clause 5.1.1 of the Agency Agreement.

**“Facility”** means the Sharikat-ul-Milk financing facility for the Facility Amount to be provided by AHB to the Customer, subject to the terms and conditions set out in the Transaction Documents.

**“Facility Amount”** means AED [●].

**“IFRS”**means International Financial Reporting Standards, from time to time, published by the International Accounting Standards Board or any successor body reasonably acceptable to the Customer and AHB.

"**Incentive**" has the meaning given in clause 2.2.2 of the Agency Agreement.

“**Income**” has the meaning given in clause 3.1.1 of the Agency Agreement.

“**Income Account**” has the meaning given in clause 4.1.1 of the Agency Agreement.

"**Income Payment Date**" has the meaning given in clause 6.1 of the Agency Agreement.

"**Income Payment Period**" has the meaning given in clause 5.1 of the Agency Agreement.

“**Income Reserve Account**” has the meaning given in clause 4.1.2 of the Agency Agreement.

“**Land Registry**” means, where the Asset is property, the land registration department where the property is located and where any sale and purchase is to be registered under the relevant law.

**“Material Adverse Effect”** means a material adverse effect on:

1. the business, prospects or financial condition of the Customer;
2. the ability of the Customer to perform and comply with its obligations under any Transaction Document to which it is a party;
3. the validity or enforceability of any Transaction Document; or
4. any right or remedy of AHB in respect of a Transaction Document.

"**Margin**” means [●][[2]](#footnote-3) basis points.

"**Maturity Date**” means \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[3]](#footnote-4).

**“Outstanding AHB Share”** means the part of the AHB Share owned by AHB at the relevant point of time.

**"Outstanding AHB Share Amount"** means the cost incurred by the AHB in acquiring the then Outstanding AHB Share.

**“PermittedTransaction”** means a transaction with respect to the Asset, which the Customer has been permitted to conclude in writing by AHB.

**“Asset”** shall have the same meaning as ascribed to such term in the Asset Purchase Agreement.

“**Reasonable Skill and Care”** means the exercise of the reasonable skill, care and diligence to be expected of a prudent, competent and properly qualifiedagent of the relevant discipline experienced in the provision of like services for a property of a size, nature and complexity similar to the Asset.

**“Security Documents”** means the security documents specified in the Special Conditions

**“Security Interest”** means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having similar effect.

"**Services**" means the services agreed to be provided by the Agent under the Agency Agreement as set out under Clause 3.2 therein in accordance with the provisions of the Agency Agreement.

“**Special Conditions**” means the special conditions specified in Schedule 3.

**“Tax”** means any direct or indirect tax, impost, charge, or levy whatsoever, including any stamp tax, documentary tax, value added tax, sales tax and "Taxation" shall be construed accordingly.

**“Tax Deduction”**means a deduction or withholding for or on account of Tax from a payment under a Transaction Document.

**“Transaction Document”** means and includes:

1. the Common Terms Agreement;
2. the Asset Purchase Agreement;
3. the Agency Agreement;
4. the Purchase Undertaking;
5. the Sale Undertaking; and
6. the Security Documents.

**“UAE”** means the United Arab Emirates.

* 1. **Interpretation**

In respect of the Transaction Documents:

Unless a contrary indication appears, any reference under the Transaction Documents to:

1. **"AHB"**, and/or the **"Customer"** shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
2. **"parties"** means a party to the Agency Agreement;
3. **"assets"** includes present and future properties, revenues and rights of every description;
4. a **"Transaction Document"** or any other agreement or instrument is a reference to that Transaction Document or other agreement or instrument as amended, novated, supplemented, extended or restated;
5. a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
6. a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
7. "**month**" means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that:
8. if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day; and
9. if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month.
10. The above rules will only apply to the last Month of any period, “monthly" shall be construed accordingly.
11. a provision of law is a reference to that provision as amended or re-enacted; and
12. a time of day is a reference to Abu Dhabi time.
13. Clause and Schedule headings are for ease of reference only.
14. An Events of Default is "**continuing**" if it has not been [remedied or waived]/ [waived].
15. References to a period of time in the Agency Agreement shall be construed as a reference to the Gregorian calendar.
16. Use of the singular shall include the plural and vice versa and any gender includes the other genders and any references to ‘persons’ includes natural persons, firms, partnerships, companies and corporations.
17. The clauses and headings are included for convenience only and shall not affect the interpretation of this Agreement.
18. The Schedules and Recitals shall form part of this Agreement and shall have effect as if set out in full in the body of this Agreement.
19. SHARIKAT-UL-MILK FACILITY

Subject to the terms of the Transaction Documents and fulfilment of the Special Conditions, AHB makes available to the Customer the Facility in an amount equal to the Facility Amount.

1. Representations and Warranties

The representations and warranties set out in this clause are made by the Customer to AHB.

* 1. Status[[4]](#footnote-5)
     1. it is duly incorporated and validly existing under the laws of its jurisdiction of incorporation;
     2. It has the power to own its assets and carry on its business as it is being conducted.
  2. Powers and authority[[5]](#footnote-6)

It has the power to enter into and perform, and has taken all necessary action to authorise the entry into and performance of, the Transaction Documents to which it is or will be a party and the transactions contemplated by those Transaction Documents.

* 1. Legal validity
     1. Each Transaction Document to which it is a party is its legally binding, valid and enforceable obligation.
     2. Subject to translation into Arabic, each Transaction Document to which it is a party is in the proper form for its enforcement in the jurisdiction of its incorporation.
  2. Non-conflict

The entry into and performance by it of, and the transactions contemplated by, the Transaction Documents do not conflict with:

* + 1. any law or regulation applicable to it;
    2. its constitutional documents[[6]](#footnote-7); or
    3. any document which is binding upon it or any of its assets.
  1. No default
     1. No default is continuing or will result from the entry into of, or the performance of any transaction contemplated by, any Transaction Document; and
     2. no other event or circumstance is outstanding which constitutes (or, with the expiry of a grace period, the giving of notice, the making of any determination or any combination of any of the foregoing, would constitute) a default or termination event (howsoever described) under any document which is binding on it or any of its to an extent or in a manner which has or is reasonably likely to have a Material Adverse Effect.
  2. Authorisations[[7]](#footnote-8)
     1. All authorisations required or desirable:
        1. to enable it to enter into, exercise its rights and comply with its obligations in the Transaction Documents; and
        2. to make the Transaction Documents admissible in evidence in its jurisdiction of incorporation,

have been obtained or effected (as appropriate) and are in full force and effect.

* + 1. All authorisations necessary for the conduct of its business, trade and ordinary activities have been obtained or effected and are in full force or effect.
  1. Insolvency[[8]](#footnote-9)

No:

* + 1. corporate action, legal proceeding or other procedure; or
    2. creditor's process,

has been applied to it.

* 1. Financial statements[[9]](#footnote-10)

Its financial statements most recently delivered to AHB:

* + 1. have been prepared in accordance with IFRS, consistently applied; and
    2. give a true and fair view of (if audited) or fairly represent (if unaudited) its financial condition (consolidated, if applicable) as at the date to which they were drawn up,

except, in each case, as disclosed to the contrary in those financial statements.

The budgets and forecasts supplied under this Agreement were arrived at after careful consideration and have been prepared in good faith on the basis of recent historical information and assumptions which were reasonable as at the date they were prepared and supplied.

* 1. No material adverse change[[10]](#footnote-11)

As at the date of this Agreement, there has been no material adverse change in its business, assets or financial condition since the date to which the financial statements were drawn up.

* 1. Litigation

No litigation, arbitration or administrative proceedings against it have been started or, to its knowledge, threatened, which have or, if adversely determined, are reasonably likely to have a Material Adverse Effect.

* 1. No misleading information

As at the date of this Agreement:

* + 1. All factual written information (the **Information**) provided by the Customer or any person on its behalf for the purposes of entering in to the Transaction Documents was true and accurate in all material respects as at its date or (if appropriate) as at the date (if any) at which it is stated to be given.
    2. Any financial projections provided as part of the Information have been prepared as at its date, on the basis of recent historical information and assumptions believed by the Customer to be fair and reasonable.
    3. Any information provided did not omit as at its date any information which, if disclosed, would make the Information untrue or misleading in any material respect.
    4. Nothing has occurred since the date any Information was provided which, if disclosed, would make the Information untrue or misleading in any material respect.
  1. Taxes on payments

As at the date of this Agreement, all amounts payable by it under the Transaction Documents may be made without any Tax Deduction.

* 1. No filing

As at the date of this Agreement, except in respect of the real property mortgage, it is not necessary that the Transaction Documents or any of them be filed, recorded or enrolled with any court or other authority in its jurisdiction of incorporation.

* 1. Stamp duties

As at the date of this Agreement, except for registration or similar fees that may be payable in respect of the Security Documents, no stamp or registration duty or similar Tax or charge is payable in its jurisdiction of incorporation[[11]](#footnote-12) in respect of any Transaction Document.

* 1. Immunity
     1. The entry into by it of each Transaction Document constitutes, and the exercise by it of its rights and performance of its obligations under each Transaction Document will constitute, private and commercial acts performed for private and commercial purposes.
     2. It is not and will not be entitled to claim immunity from suit, execution, attachment or other legal process in any proceedings taken in its jurisdiction of incorporation[[12]](#footnote-13) in relation to any Transaction Document.

1. 1. Security

As at the date of this Agreement, no Security Interest exists over any of the assets or revenues of the Customer, save as permitted under the terms of the Transaction Documents.

* 1. Taxation
     1. It is not materially overdue in the filing of any Tax returns and it is not overdue in the payment of any amount in respect of Tax, except to the extent that it is contesting payment in good faith and by appropriate means.
     2. No claims or investigations are being, or are reasonably likely to be, to its knowledge made or conducted against it with respect to Taxes.
  2. Paripassu ranking[[13]](#footnote-14)

Its payment obligations under the Transaction Documents rank at least *paripassu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

* 1. Shariah

It has not relied on any statement or representation made by AHB as to the Shari’ah compliance of the transactions contemplated by the Transaction Documents.

* 1. Compliance with laws

It has not breached any law or regulation which breach has or is reasonably likely to have a Material Adverse Effect.

* 1. Times for making representations and warranties
     1. The representations and warranties set out in this clause are made by the Customer on the date of this Agreement.
     2. Unless a representation and warranty is expressed to be given at a specific date, each representation and warranty is deemed to be repeated by the Customer on the date of the Transaction Document and for the term of the Facility.
     3. When a representation and warranty is repeated, it is applied to the circumstances existing at the time of repetition.

2. EVENTS OF DEFAULT

The Parties agree that for the purpose of the Facility and under the relevant Transaction Document each of the events set out under Schedule 2 hereof or circumstance which give may (at the subject discretion of AHB) lead to the occurrence of any of such envisaged events, would constitute an Event of Default.

1. ACCOUNTS
   1. **Opening**

The Customer confirms that it has opened the Accounts.

* 1. **Recording**

The Customer must keep accurate records of all transactions in relation hereto.

* 1. **Access to books and records**

The Customer shall, if so requested, as soon as practicable provide AHB with any information or details in relation to the Accounts that AHB may, by not less than three (3) Business Days’ written notice, reasonably request.

1. NO PARTNERSHIP AND FURTHER ASSURANCE
   1. Nothing in this Common Terms Agreement shall be construed as giving rise to any relationship of partnership between the Customer and AHB.
   2. Each party shall do all acts and things and use all reasonable endeavours (including, but not limited to, procuring that third parties shall execute documents and do all acts and things) as the other party shall reasonably request in order to carry out the intended purpose of this Common Terms Agreement or otherwise to preserve or enforce any party's rights under this Common Terms Agreement.
   3. The Customer shall, on demand, indemnify AHB or its assignee against all actual losses, liabilities, costs, claims, actions, damage, expenses or demands which AHB may incur or which may be made against it as a result of or in connection with this Agreement or arising out of the breach of the other Transaction Documents by the Customer.
2. MARKET DISRUPTION
   1. **Market Disruption Event**

Each of the following events is a market disruption event in relation to the Agency Agreement:

1. If the EIBOR is not obtainable on the date on which Expected Income Amount Notice is to be sent; or
2. If AHB determines the cost to it of obtaining matching deposits in the United Arab Emirates Interbank Market is in excess of EIBOR for the relevant Income Period,

then AHB must promptly notify the Customer of a market disruption event.

* 1. **Alternative basis**
     1. If a market disruption event occurs and the AHB or the Customer so requires, the Customer and the AHB must enter into negotiations for a period of not more than thirty (30) Business Days with a view to agreeing an alternative basis for determining EIBOR. If no agreement is reached then the prevailing applicable EIBOR for the previous Income Period shall apply.
     2. Any alternative basis agreed will be binding on the Parties.

1. Waiver of immunity

The Customer irrevocably and unconditionally:

1. agrees not to claim any immunity from proceedings brought by AHB against the Customer in relation to a Transaction Document and to ensure that no such claim is made on its behalf;
2. consents generally to the giving of any relief or the issue of any process in connection with those proceedings; and
3. waives all rights of immunity in respect of it or its assets.
4. general

The Parties irrevocably and unconditionally agree that with regard to each of the Transaction Documents (as applicable), the following shall apply:

* 1. **Severability**

If any part, term or provision of each of the Transaction Documents should be held illegal or unenforceable, such part, term or provision shall be read down or severed only to the extent necessary to remedy the illegality or unenforceability, and the validity or enforceability of the remainder of such Transaction Document shall not be affected.

* 1. **Changes**

No alteration, addition or variation of a Transaction Document shall be of any force or effect, unless in writing and signed by the relevant Parties’ duly authorised officers or representatives.

* 1. **Amendment**

A Transaction Document, as and when amended by the relevant Party(ies), constitutes the entire document and correctly reflects the intention of such relevant Party(ies), and constitutes all arrangements entered into between them.

* 1. **Transferability**

The Customer shall not be entitled to assign any of its obligations under a Transaction Document whether in whole or in part to any third party without the prior written consent of AHB.

* 1. **Waiver**

the failure by any Party hereto to exercise or enforce any rights conferred upon it under the relevant Transaction Document shall not be deemed to be a waiver of any such rights or operate so as to prevent the exercise or enforcement thereof at any time or times thereafter. The remedies provided in the relevant Transaction Document are cumulative and are not exclusive of any remedies provided by law.

* 1. **Payments due on non-Business Days**

Any payment under the relevant Transaction Document falling due and payable on a non-Business Day shall be deemed to fall due on immediately preceding Business Day.

* 1. **Shariah Compliance**

Each of the Party(ies) executing the relevant Transaction Document have each reviewed such Transaction Document from a Shariah perspective and have satisfied themselves of the Shariah compliance of the relevant Transaction Document prior to execution. The relevant Party(ies) undertake not to object or contest the Shariah compliance of the relevant Transaction Document at any point of time.

* 1. **Originals**

Each of the Transaction Documents may be made in any number of originals, each of which shall be considered as an original.

1. NO PARTNERSHIP AND FURTHER ASSURANCE
   1. Nothing in each of the Transaction Documents shall be construed as giving rise to any relationship of partnership between the Customer and AHB.
   2. Each Party shall do all acts and things and use all reasonable endeavours (including, but not limited to, procuring that third parties shall execute documents and do all acts and things) as the other party shall reasonably request in order to carry out the intended purpose of the Transaction Documents or otherwise to preserve or enforce any party's rights under the Transaction Documents.
   3. The Customer shall, on demand, indemnify AHB or its assignee against all actual losses, liabilities, costs, claims, actions, damage, expenses or demands which AHB may incur or which may be made against it as a result of breach in connection with this Agreement or arising out of the breach of the Transaction Documents by the Customer (including but not limited to failure by the Customer to comply with clause 3 and 4 or any other provision of this Agency Agreement).
2. GOVERNING LAW AND JURISDICTION

This Common Terms Agreement shall be governed by the laws of the United Arab Emirates to the extent that these laws do not conflict with the principles of Shariah as set out in the Shariah Standards published by the AAOIFI and as interpreted by the Fatwa and Sharia Supervisory Board of AHB, in which case the principles of Shariah shall prevail.

The courts of the United Arab Emirates have exclusive jurisdiction to settle any dispute arising out of or in connection with this Common Terms Agreement. However, this shall not restrict AHB from bringing an action before courts of any other jurisdiction.

**This Common Terms Agreement is entered into by the Parties on the date stated at the beginning of this Common Terms Agreement.**

SCHEDULE 1  
DETAILS OF THE ASSET

**1) Details of the Asset**

[●]

**2) AHB Share**

[●]% undivided ownership interest in the Asset.

SCHEDULE 2  
EVENTs OF DEFAULT

1. Events of Default

Each of the events or circumstances set out in this schedule is an Event of Default.

1. Non-payment

[Customer] does not pay on the due date any amount payable by it under the Transaction Documents (including but not limited to the exercise and payment under the Purchase Undertaking) in the manner required under the Transaction Documents, unless the non-payment:

* 1. is caused by technical or administrative error and is remedied within three Business Days of the due date; or
  2. is caused by a disruption event and is remedied within three Business Days of the due date.

1. Breach of other obligations

[Customer] does not comply with any term of the Transaction Documents (including but not limited to the dishonour of an exercise under the Purchase Undertaking and failure to enter into the Sale and Purchase Agreement), unless the non-compliance:

* 1. is capable of remedy; and
  2. is remedied within fifteen Business Days of the earlier of the AHB giving notice of the breach to [Customer] and [Customer] becoming aware of the non-compliance.

1. Misrepresentation

A representation or warranty made or deemed to be repeated by [Customer] in any Transaction Document or in any document delivered by or on behalf of [Customer] under any Transaction Document is incorrect or misleading in any material respect when made or deemed to be repeated, unless the circumstances giving rise to the misrepresentation or breach of warranty:

* 1. are capable of remedy; and
  2. are remedied within fifteen (15) Business Days of the earlier of the AHB giving notice of the misrepresentation or breach of warranty to [Customer] and [Customer] becoming aware of the misrepresentation or breach of warranty.

1. Cross-default / acceleration
   1. Any financial indebtedness of [Customer] is not paid when due.
   2. Any financial indebtedness of [Customer] is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).
   3. Any creditor of [Customer] becomes entitled to declare any other financial indebtedness of [Customer] due and payable prior to its specified maturity as a result of an event of default (however described) and has taken steps to improve its positions compared to other creditors of [Customer] or has otherwise taken any action that is not specifically contemplated in the relevant financing documentation as a result of such event of default to enhance its ability to recover all amounts outstanding to it in full.
   4. No Event of Default will occur under this Clause 1.5 if the aggregate amount of Financial Indebtedness falling within paragraphs (a), (b) and (c) above is less than AED [●] or its equivalent.
2. Insolvency

Any of the following occurs in respect of [Customer]:

* 1. it is, or is deemed for the purposes of any applicable law to be, unable to pay its debts as they fall due or insolvent;
  2. it admits its inability to pay its debts as they fall due;
  3. it suspends making payments on any of its debts or announces an intention to do so;
  4. by reason of actual or anticipated financial difficulties, it begins negotiations with any creditor for the rescheduling or restructuring of any of its indebtedness;
  5. the value of its assets is less than its liabilities (taking into account contingent and prospective liabilities); or
  6. any of its indebtedness is subject to a moratorium.

1. Insolvency proceedings

Any action or legal proceeding is taken in relation to:

* 1. the suspension of payments, a moratorium of any indebtedness, administration of [Customer];or
  2. enforcement of any security interest over any assets of [Customer],
  3. or any analogous procedure or step is taken in any jurisdiction.

Paragraph (a) above does not apply to any step or procedure:

1. which is part of a Permitted Transaction; or
2. taken by a creditor which is being contested in good faith and with due diligence and is discharged or struck out within fifteen Business Days.
3. Creditors' process

Any attachment, sequestration, distress, execution or analogous event affects any asset(s) of Customer and it is not discharged within fifteen Business Days.

1. Cessation of business

[Customer] ceases, or threatens to cease, to carry on business except:

* 1. as part of a Permitted Transaction; or
  2. as a result of any disposal allowed under this Agreement.

1. Effectiveness of Transaction Documents
   1. It is or becomes unlawful for [Customer] to perform any of its obligations under the Transaction Documents.
   2. Any Transaction Document is not effective in accordance with its terms or is alleged by [Customer] to be ineffective in accordance with its terms for any reason.
   3. [Customer] repudiates a Transaction Document or evidences an intention to repudiate a Transaction Document.
2. Expropriation

The authority or ability of [Customer] to conduct its business[[14]](#footnote-15) is wholly or substantially curtailed by any seizure, expropriation, nationalisation, intervention or other action by or on behalf of any governmental, regulatory or other authority or other person.

**SCHEDULE 3  
SPECIAL CONDITIONS**

EXECUTION PAGE OF THE COMMON TERMS AGREEMENT

**………………………………………..**

(Signature) (Stamp)[[15]](#footnote-16)

**[Customer]**

[Represented by: **[●]**

In his capacity as [●]][[16]](#footnote-17)

**………………………………………..**

(Signature) (Stamp)

**Al Hilal Bank**

Represented by: **[●]**

In his capacity as [●]

1. Delete as appropriate. [↑](#footnote-ref-2)
2. [↑](#footnote-ref-3)
3. [↑](#footnote-ref-4)
4. Only for corporate entity. [↑](#footnote-ref-5)
5. Only for corporate entity. [↑](#footnote-ref-6)
6. Only for corporate entity. [↑](#footnote-ref-7)
7. Only for corporate entity. [↑](#footnote-ref-8)
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14. Only for corporate entity. [↑](#footnote-ref-15)
15. Only in case of corporate. [↑](#footnote-ref-16)
16. Only in case of corporate. [↑](#footnote-ref-17)