

## Customer Agreement - May 2007

Part A and B shall jointly be referred to as the "Customer Agreement".

Part A separately shall be referred to as the "General Terms and Conditions".

Part B separately shall be referred to as the "Product Specific Terms and Conditions".

### **This Customer Agreement**

- applies if you have an account with Barclays or are provided with any product or service by Barclays in the United Arab Emirates; and
- explains our obligations to you and your obligations to us.

Your agreement with us is contained in:

- these General Terms and Conditions (Part A) and Product Specific Terms and Conditions (Part B);
- the Additional Conditions (see below condition 1.1); and
- any application form signed by you.

Part A and Part B shall come into effect immediately upon you signing an application form for any product or service with Barclays in the United Arab Emirates.

## A. General Terms and Conditions

### 1. Introduction

1.1 Additional Conditions include our charges and the interest rates, notice periods, minimum or maximum balances and other terms which are specific to a particular account or service. We will tell you what these Additional Conditions are when you open an account and/or from time to time (including when you apply for a new service or product). They are set out in material we publish which you can ask for at any time. We may also publish them on our website.

1.2 If the Additional Conditions are inconsistent with the provisions of the Customer Agreement, the Additional Conditions will apply.

1.3 In the Customer Agreement "you" and "your" mean any customer operating an account with us and include (where appropriate) any person you authorise to give instructions on your accounts. "We", "us" and "our" mean Barclays Bank PLC (including the United Arab Emirates branches) and "Barclays Group" means us, our parent company and any companies we or our parent company totally or partly own at any time.

### 2. Contacting each other

2.1 We may contact you by post, telephone, facsimile and computer (which in this Customer Agreement includes the internet, digital television and any form of electronic message made by any type of electronic device) using the latest address, telephone number, facsimile number or electronic mail address you have given us. In certain circumstances we may contact you in person by visiting you at your office or residence within the United Arab Emirates or otherwise. It is your responsibility to ensure that we have your current contact details. We will continue sending information to you at the last known address we have for you until two consecutive pieces of information have been returned to us undelivered. We will not be held liable for loss or damage resulting from your failure to receive information from us. If you do not inform us promptly of a change to your details, the security of your information could be put at risk.

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2.2 You can contact us at any of our branches and on the telephone number we give you, or by computer following the user guidance.

2.3 The procedures you must follow for our computer banking services are contained in the user guidance we give you in any form including electronic help texts. You must follow these procedures when using the services.

2.4 We may record or monitor telephone calls and monitor electronic communications (including emails) between us so that we can check instructions and make sure that we are meeting our service standards. Such records may also be produced by us in court or other official proceedings in order to verify your instructions.

2.5 You are required to promptly notify us in writing of any changes in employment or business or address (office or residential) or nationality or residence status.

### 3. Giving us instructions

3.1 You can give us instructions either in writing, verbally, by telephone or computer unless we tell you that instructions can only be given in a specific way for a particular account or service. You can give us instructions by facsimile subject to security procedures agreed in writing in advance with us. Generally, we cannot change or stop an instruction you give by telephone or computer (except in certain limited circumstances we will tell you about) because we start processing instructions when we receive them. If we are able to cancel your instruction, we may make a charge.

3.2 Before we can act on instructions given to us by telephone or computer, we will agree security procedures with you. By "security procedures" we mean the use of a password, security keys, cards, personal identifier(s), codes, electronic signatures, Personal Identification Numbers (PINs) or encryption device(s) which may be changed by agreement in the future.

3.3 You must do all that you reasonably can to make sure that the security procedures are kept secret at all times. You must not give details of the security procedures to anyone else or let anyone else use your security procedures. Try to remember any code or PIN and destroy any notification as soon as you receive it. You must never write down or record your PIN or other security procedures. Any security-related device must be kept physically secure, which includes making sure that security details are not kept in any form (including by browser or any other software) in such a way that anyone using the same device can go through the security procedures using stored details.

3.4 If you think someone else may know the security procedures or the security procedures have been breached, you must tell us as soon as you can by telephoning the number displayed in our branches or advised to you from time to time. You are not liable for any transactions on your account that occur after you notify us, unless you have acted fraudulently or without reasonable care (for example, by not telling us as soon as you can that you suspect someone else may know the security procedures or that the security procedures have been breached), including by failing to follow the procedures in condition 3.3 and we will be responsible for any losses to your account as a result of any unauthorised transaction. We will refund to your account any amount deducted. We will have no further liability to you. We can ask you for all the information you have about the misuse of the security procedures, which we may pass to the police or other relevant authorities if we think that will be useful.

3.5 We will do all that we reasonably can to prevent a breach of security, resulting in unauthorised access to your accounts and the information we hold about you. As long as you have not breached condition 3.3, we will accept liability for any loss or damage to you resulting from any breach of security of our systems. To help prevent any security breach, you should also read and follow any security procedures we advise from time to time.

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### 3.6 We may remove, suspend or reduce:

- access to your account using our computer and/or telephone banking services; and
- any of the services we make available to you as part of our computer and/or telephone banking services, without giving you notice if we consider there is a security or fraud risk.

### 3.7 We can act on instructions given:

- on a document bearing your original signature(s);
- by you verbally, provided you have satisfied our identification and verification procedures;
- by telephone or computer, whether or not they were given by you as long as we have followed the security procedures; or
- by facsimile (subject to security procedures agreed in writing in advance with us).

We reserve the right to take additional security measures before acting on instructions from time to time. As long as we have followed your instructions correctly, we can deduct the amount of any payment from your account. You agree that we may rely on any information quoted in an instruction as correct.

### 3.8 If you give us an instruction by telephone or computer, we can ask you to confirm it in writing.

### 3.9 We can refuse to act on any instruction if:

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

### 3.10 We may apply financial and other limits to telephone and computer instructions from time to time. Wherever possible, we will give you notice, but we may vary these limits at any time with immediate effect. We will tell you if your transaction exceeds any of the limits.

### 3.11 If you have a joint account, we are entitled to rely on instructions given by any of the joint account holders by phone, computer and facsimile (subject to security procedures agreed in writing in advance with us).

## 4. Credits to and payments out of your account

4.1 If we receive instructions and credits for an account before the relevant cut-off time on any working day, we will process them on that day or on the date specified in your instructions. Instructions and credits received after the cut-off time or for a non-working day will be processed on the next working day. The cut-off time is the latest time each day that we can make payments or transfers from an account. We will tell you the cut-off times applicable to telephone and computer instructions. Branch cut-off times vary and are displayed in each branch.

4.2 You may deposit or withdraw money from your accounts with us from any of our branches or Automated Teller Machines (where such service is available) in the United Arab Emirates. Our determination of the authenticity of any cash deposited shall be conclusive.

### 4.3 We may return instructions and credits for an account if:

- we believe that by complying with the instruction or receiving the credit we might break a law, regulation, code or other duty which applies to us; or
- we reasonably believe that complying with the instruction or receiving the credit may damage our reputation.

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4.4 The clearing cycle for cheques and automated payments is the time taken for payments to or from your account to be added or deducted.

4.5 In accepting cheques for deposit, we only act as your collecting agent and assume no responsibility for realisation of the same. We are not obliged to make a credit to an account before receipt by us of cleared funds. If we do make a credit to your account before such receipt, we may reverse all or part of the credit (including any applicable interest), make an appropriate entry to your account and require repayment of an amount corresponding to any debit balance. If any electronic or other payment you have received is recalled, we will debit your account with the amount of that payment, whether or not it goes overdrawn and even if we allowed you to make a payment or to take cash against that item. You may incur charges and interest on any overdrawn amount.

4.6 You must complete cheques so that they are not easy to alter.

4.7 We may pay a cheque even if it is not presented to us for payment within 6 months of the date on the cheque. We reserve the right to return unpaid any such cheque but you must give us instructions to stop payment of the original cheque if you issue a duplicate.

4.8 We may refuse to make any payment if you do not have enough money on the account at the close of the working day before the payment is due to be made. In deciding whether you have enough money, we take account of any authorised card transactions, any overdraft limit, any cheques we are treating as cleared, any instructions to make payments and regular payments which have not yet been paid from your account. We may tell you if you can make payments from your account against cheques which are not cleared. We do not have to take account of regular credits or any amounts received after we have decided not to make the payment. In the case of multiple cheques presented for payment which, together, exceed the money in your account, we will process these cheques against your account in the order of presentment or otherwise in our discretion.

4.9 If you make a payment from an account without giving the notice required for that account, we may make a charge or reduce the interest payable on the account.

4.10 Unless we agree otherwise, when you give us an instruction to make a payment, we will decide how the payment will be sent.

4.11 To make an international payment, we may have to send payments through another paying bank, and if this is the case, we will use a paying bank that is either chosen:

- by us; or
- by a bank in the country the payment is being sent to and/or in the country whose national currency is being sent.

4.12 If we have to make an international payment through another bank, we will give you an indication of the date on which the payment should be received by that bank. This does not mean that the person the payment is being sent to will receive the payment on the same day. This will depend on the banking practice of the country concerned.

4.13 In making an international payment or accepting an international deposit, we are acting for you. You will have to comply with any relevant local laws and you agree to hold us harmless against all obligations and responsibilities we incur as a result of acting for you.

4.14 We may supply cheques, payment instruments and related materials to you. You are required to take due care to avoid any fraud, loss, theft, misuse or dishonour in

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respect of the cheques, payment instruments and related materials we have supplied to you. You must promptly notify us in writing of the loss or theft of any cheque or payment instrument and you are required to return to us or destroy any unused cheque, payment instruments and related materials when the relevant account is closed.

4.15 Unless otherwise specified, transactions in the normal course of business shall be undertaken in United Arab Emirates Dirhams (AED).

### 5. Interest and charges

5.1 Unless we tell you otherwise, we normally calculate interest on a daily basis on the amount of the cleared balance on each account at the end of each day.

5.2 We pay interest or, if applicable, charge interest and fees by crediting or debiting your account.

5.3 We shall be entitled to charge you fees whenever you use any of the services we make available to your account(s) from time to time. You will be given details of our fees for using these services (including our overdraft services, as explained in condition B9) either when you open your account and/or from time to time. We may vary, at our discretion, the interest rates and fees for our services from time to time in accordance with condition 14. If, at any time, you do not have sufficient money in your account(s) to cover our fees and charges, you authorise us to deduct the amount of such fees and charges from any credit coming into such account(s). Please also note, in particular, that we maintain a right of set-off between the accounts you hold with us, as explained in condition 16.8.

5.4 We will deduct tax (if applicable) on interest before we pay it to you.

5.5 There may be other taxes or costs that are not paid through us or imposed by us that you have to pay in connection with your account.

5.6 If, at any time, for any reason, the balance of an account falls below our prevailing minimum limits during any calendar month (where such limits apply), you will be required to pay and we will be entitled to debit to your account, our applicable service charges. We may charge interest on any debit balance in an account at our prevailing rate of interest.

5.7 If, for any reason, any of the accounts you hold with us is closed, you will be required to fully and finally settle any outstanding fees and charges relating to such account(s) in clear funds without any set-off or deduction whatsoever.

### 6. Statements

6.1 Unless we agree with you otherwise, we will provide statements every month, by post or electronically (at your election) showing all amounts added to or taken from your account since the previous statement. You must check your statement carefully and tell us within 14 days of the date of dispatch of the statement if the statement contains something which appears to you to be wrong or not made in accordance with your instructions. Failure to notify us of the discrepancy within the 14-day period will make the statement final and will be treated as conclusive evidence in respect of the period of time to which it relates.

6.2 We will correct any entries we make by mistake to your account as soon as possible, provided you inform us of the error within the required 14-day period or we notice the incorrect entries.

6.3 We may put messages on your statements to tell you about changes to this Customer Agreement.

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### 7. Responsibility for borrowing

7.1 Individuals are personally responsible for any money owed to us.

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

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

8.1 You may be unable to obtain full value under a demand draft or manager's cheque or pursuant to a telegraphic transfer due to exchange or other restrictions applicable in the country of payment or country of issue or due to charges and fees of the paying bank.

8.2 Return of a demand draft or manager's cheque previously issued by us will be at our sole discretion and will be purchased at our buying rate for the currency of the draft or cheque.

8.3 In the absence of special instructions from you, we may convert all transfers to your account into the currency of your account at our buying rate for the currency.

8.4 All transfers requested by you will be converted by the paying bank into the destination country's local currency at its buying rate.

8.5 We shall not be liable for any act or omission of any correspondent or paying bank or for any error or delay in transmission. You agree to indemnify and hold us harmless against all losses, damages and expenses incurred by us in relation to any demand drafts or manager's cheques issued by us or any telegraphic transfers made by us on your instructions.

8.6 If a manager's cheque or demand draft is lost, stolen or destroyed, you will indemnify us and hold us free and harmless from all liability with respect to the lost, stolen or destroyed manager's cheque or draft if we agree to issue a replacement cheque or draft for the same value less charges or refund the amount of the cheque or draft after cancelling the same in our books.

### 9. Our liability to you and your liability to us

9.1 We will be liable to you for any loss, injury or damage resulting from any failure, delay or error in carrying out your instructions (however caused) but our liability will be the lower of:

- the amount of such loss, injury or damage; and
- the amount of any interest you do not receive or any interest you have to pay as a result of such failure, delay or error.

9.2 We will not be liable to you if:

- we do not act on your instructions for any reason under condition 3.9, 4.3 or 4.8;
- the instructions you give us are not correct; or
- we cannot carry out our responsibilities under this Agreement as a result of anything that we cannot reasonably control. This includes, amongst other things, any machine or electronic device failing to work, or by a Force Majeure Event. Force Majeure Event means any event due to any cause beyond our reasonable control such as restrictions on convertibility or transferability, requisitions, involuntary transfers, unavailability of any clearing of payment system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.

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**9.3** We will not be liable to you in any circumstances for:

- loss of business, loss of goodwill, loss of opportunity, loss of profit;
- any type of special, consequential or indirect loss whatsoever; or
- loss caused as a result of any use by you of any account aggregation or similar service provided by someone else.

**9.4** If you break any of the conditions of this Customer Agreement, we shall be entitled to claim from you any losses or costs that we incur as a result of your breach. These include, but are not limited to, the costs of tracing you, notifying you of the breach, communicating with you about the breach and enforcing payment of any amount due to us including legal fees. Our entitlement to claim such losses from you is in addition to our entitlement to recover from you any monies that you already owe us (such as the amount outstanding on any overdraft we have made available to you, or any fees for our services that you have not yet paid).

### **10. Using information about you**

**10.1** In order to provide you with products and services we need to collect, use, share and store personal and financial information about you (“your information”). This includes information which we:

- (a) obtain from you or from third parties, such as employers, joint account holders, credit reference agencies, fraud prevention agencies or other organisations, when you apply for an account or any other product or service, or which you or they give to us at any other time; or
- (b) learn from the way you use and manage your account(s), products and services, from the transactions you make such as the date, amount, currency and the name and type of supplier (e.g. supermarket services, medical services, retail services) and from the payments which are made to your account.

**10.2** Where you provide personal and financial information relating to others (e.g. dependants, joint account holders) for the purpose of opening or administering your account you confirm that you have their consent or are otherwise entitled to provide this information to us and for us to use it in accordance with this Customer Agreement.

**10.3** We and other companies in the Barclays Group will use your information to manage your account(s), give you statements and provide our services, for assessment and analysis (including credit and/or behaviour scoring, market and product analysis), to prevent and detect fraud, money laundering and other crime, carry out regulatory checks and meet our obligations to any relevant regulatory authority, and to develop and improve our services to you and other customers and protect our interests.

**10.4** We and other members of the Barclays Group will use your information to inform you by letter, telephone, text (or similar) messages, digital television, e-mail and other electronic methods, about products and services (including those of others) which may be of interest to you. You may tell us at any time if you do not wish to receive marketing communications from us and/or other members of the Barclays Group by writing to us providing your full name, address and account details.

**10.5** We and credit reference and fraud prevention agencies will share your information. We and other organisations may access and use this information to make credit assessments and to prevent and detect fraud, money laundering and other crimes. Examples of circumstances when your information or information relating to your partner or other members of your household may be accessed and/or shared include:

- checking details on applications for credit and credit related or other facilities;
- managing credit and credit-related accounts or facilities;
- recovering debt;
- checking details on proposals and claims for all types of insurance; and
- checking details of job applicants and employees.

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In addition, we will share information about you and how you manage your accounts with credit reference agencies.

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

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

We do not give information about saving accounts to credit reference agencies. Credit reference agencies keep a record of our enquiries and may record, use and give out information we give them to other lenders, insurers and other organisations. If false or inaccurate information is provided or fraud is suspected, details may be passed to fraud prevention and credit reference agencies. Law enforcement agencies may access and use this information. The information recorded by fraud prevention agencies may be accessed and used by organisations in the United Arab Emirates and in other countries. Please contact us if you want to receive details of the relevant fraud protection agencies.

**10.6** We may give information about you and how you manage your account to:

- other companies within the Barclays Group;
- people who provide a service to us or are acting as our agents, on the understanding that they will keep the information confidential;
- anyone to whom we transfer or may transfer our rights and/or duties under this Customer Agreement; and
- any third party as a result of any restructure, sale or acquisition of any company within the Barclays Group, provided that any recipient uses your information for the same purposes as it was originally supplied to us and/or used by us.

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

**10.7** If we transfer your information in accordance with this condition 10 to a person, office, branch or organisation located in another country, we will make sure that they agree to apply the same levels of protection as we are required to apply to your information and to use your information strictly in accordance with our instructions.

**10.8** We will retain information about you after the closure of your account, or if your application is declined or abandoned for as long as permitted for legal, regulatory, fraud prevention and legitimate business purposes.

**10.9** You can ask for a copy of the information we hold about you by writing to us. A fee will be charged for this service.

### **11. Special conditions relating to foreign currency accounts, cheques drawn abroad and foreign currency cheques**

**11.1** All foreign currency credit balances are held for us by a bank we choose in the country of that currency and are subject to any local practices (including working days) and laws. You are responsible for any exchange rate risk.

**11.2** Notice periods for withdrawals may vary according to the currency. Details are available upon request.

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**11.3** You must repay Overdraft Facility in freely convertible and transferable funds in the relevant currency, at such banks as we may specify.

**11.4** When we convert foreign currency, we will do so at the exchange rate on the first available working day subject to our standard charges which we will deduct from your account. The timing of debits and credits to your account depends on the currencies involved.

**11.5** We may accept foreign cheques and other items on terms available on request. Cheques payable abroad which may be received for payment into your account will be negotiated at our discretion or collected at your expense. If any cheques are returned unpaid for any reason, we will debit your account even if the return takes place after we have advised you of payment of the cheque. Negotiation and collection of cheques shall be subject to the current International Chamber of Commerce Uniform Rules for Collections.

**11.6** Any fees or charges for foreign currency accounts, cheques drawn abroad, foreign currency cheques or other foreign currency products and services will be payable in their AED equivalent. The AED equivalent will be calculated in accordance with condition 11.4.

### **12. Special conditions relating to banking by computer**

**12.1** We will take reasonable care to ensure the security of and prevent unauthorised access to our computer banking services.

**12.2** You must:

- ensure your computer and modem comply with the standards and requirements we tell you from time to time;
- carry out your own regular virus checks;
- follow the procedures and instructions in the user guidance that we give you from time to time;
- not attempt to change any software provided by us;
- not copy or allow any third party to use or copy any software provided by us without our consent; and
- tell us as soon as you can if you become aware of any failure, delay, malfunction or error in the sending or receiving of instructions or any suspected fraud.

**12.3** If you use our computer banking service outside the United Arab Emirates, you do so at your own risk, as it may constitute an offence in that country.

**12.4** The records we maintain of any instructions you give us by computer will be final evidence of your instructions and of the time they are given except where there is an obvious mistake.

**12.5** You are responsible if, when you use our computer banking service, you give us incorrect instructions or mistakenly instruct us to make the same payment more than once.

### **13. Assignment**

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

### 14. Changing the terms of the Customer Agreement

14.1 We may change the terms of this Customer Agreement (including our charges and interest rates) and introduce changes to and charges for our services (including any benefits or services provided as part of an account package) at any time. We may also upgrade your account or enhance the services we provide to you where you will incur no extra cost and we consider this is to your advantage. Changes will normally be caused by market conditions (including any change in base interest rates), changes in the cost of providing a service to you, predicted changes in legal or other regulatory requirements affecting us, or any system or product development.

14.2 We will tell you about any changes which are to your disadvantage by changing any relevant information on the board at our branches and may also do this by:

- advertising in the press;
- sending you written notice by post or computer;
- putting messages on your statements; or
- text (or similar) messages.

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

14.3 Apart from changes to our interest rates which we can apply immediately, we will normally give you at least 30 days advance notice of any changes which are to your disadvantage. We may introduce changes immediately and advise you within 30 days of the change if we reasonably consider the change is not to your disadvantage.

### 15. Closing your account

15.1 You can close your account by telling us. We may ask you to confirm this in writing. If you do tell us, you must refrain from using our banking services or facilities without our consent. In the case of joint accounts, any one account holder may tell us, providing you have agreed that any one of you can give us instructions.

15.2 We can end our banking relationship with you (including closing any account or ceasing any service) by telling you in writing. We will give you at least 30 days notice. We can also give you a new account number and/or transfer your account to another branch if we close or combine branches, in which case we will give you at least eight weeks notice. Any benefit or services we provide in relation to particular accounts will end as soon as your account is closed.

15.3 We may take action to close your account immediately in exceptional circumstances such as if we reasonably believe that:

- you are not eligible for an account;
- you have given us any false information at any time;
- you or someone else is using the account illegally or for criminal activity;
- it is inappropriate for a person authorised to give instructions on your account to operate it;
- your behaviour means that it is inappropriate for us to maintain your account;
- by maintaining your account, we might break a law, regulation, code or other duty which applies to us;
- by maintaining your account, we may damage our reputation; or
- you have been in serious or persistent breach of this Customer Agreement or any Additional Conditions which apply to an account.

15.4 We may choose not to close your account until you have returned any plastic cards we have given you, any unused cheques and any computer banking software we have provided. You must repay any money you owe us, including the amount of any cheques, card transactions or other payment instructions you have made, which have not been taken out of your account.

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15.5 When your account is closed, it is your responsibility to cancel any direct payments to or from your account. Where someone attempts to make a payment into an account which has been closed, we will take reasonable steps to return the payment to the sender.

15.6 In the event of your death or if you fail to possess legal capacity (as a result of an order of a competent court or being declared bankrupt by a competent court, or if you are a corporate entity and an order of liquidation has been issued in relation to you by a competent court) to operate your account, your bank account will be closed. Any further transfers or withdrawals from your account shall only be possible pursuant to an order of a competent court in the United Arab Emirates.

15.7 Where no transactions have occurred in relation to any one of your accounts for a period of one year or more, we may in our discretion write to you at your last known address requesting confirmation that such account is still active. If no response is received within two weeks of our writing to you, we may at our discretion take further action including (but not limited to) freezing or closing such account.

### 16. General information

16.1 This Customer Agreement shall be governed by and construed in accordance with the laws of the United Arab Emirates.

16.2 You irrevocably and unconditionally submit to the jurisdiction of the courts of Dubai. The submission to such jurisdiction shall not (and shall not be construed so as to) limit our right to take proceedings against you in the courts of any other competent jurisdiction nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

16.3 This Customer Agreement is in English and Arabic and we will write and communicate with you in English unless you write to us to request that we write and communicate with you in Arabic.

16.4 All activity relating to your account with us may be suspended if we receive instructions from the relevant government authorities asking us to suspend activity on your account (or take any further action required) or if we are required to do so under a provision of law or under a government regulation or notification or court order.

16.5 You are required to inform us, prior to opening any bank accounts with us, if you are a member of the United Arab Emirates armed forces.

16.6 We will ask you to complete application forms and questionnaires when you request us to provide you with certain products or services. You are required to ensure that the information provided by you while completing the application forms and questionnaires is accurate. We require this information in order to assess your eligibility for a particular product or service. If we find that you have provided incorrect information, we may discontinue providing you with the product or service in respect of which the incorrect information was given and/or other products or services at our discretion.

16.7 If we do grant you an unsecured facility, you undertake and agree that you will not use the said facility for acquiring shares of companies established in the United Arab Emirates or other Gulf Cooperation Council states (Bahrain, Kuwait, Oman, Qatar and Saudi Arabia).

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

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**16.9** We may from time to time require you to provide us with security for any liability that you may have with us.

**16.10** The inclusion of products, services, methods of communicating or providing instructions (by computer, telephone etc) in the Customer Agreement should not be construed as a representation by us that such products, services, methods of communicating or providing instructions are currently available. We may from time to time introduce or withdraw products, services, methods of communicating and providing instructions at our discretion.

**16.11** We reserve the right to refuse your application for any particular product or service without giving reasons.

**16.12** Our records of transactions and account balances shall be relied upon as conclusive evidence for the purposes of any litigation, arbitration or other dispute resolving proceedings.

**16.13** We may, from time to time, offer promotions and special offers relating to our products and services. If you decide to take advantage of such promotions and special offers, you agree to be bound by the terms and conditions of such promotions and special offers as explained on any applicable application form, advertising and promotional materials and/or notices displayed in our bank branches in relation to such promotions and special offers.

## B. Product Specific Terms and Conditions

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

### B1. Current Account

#### 1. Eligibility

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

#### 2. Operation of the account

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

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### 3. Issuance of cheque books

Issuance of cheque books shall be at our sole discretion.

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

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

You shall protect the cheque book delivered to you and should inform us if you lose it or any of its cheques. You shall be solely responsible for any damages, which may result from having the cheque book, or any of its cheques kept with any of your successors or a third party.

### 4. Drawings from current account

You shall draw cheques in Arabic or English languages. We shall not accept cheques written in any other language.

We have the right to refuse paying the value of cheques, drawings, and payment orders drawn on your account if the balance is not sufficient, even if you have credit balance in any other accounts with us. You will have to authorise us in writing to cover such amounts from your other accounts with us.

Where a cheque has been endorsed, we have the right to refuse paying the value of such cheque. We may, however, accept endorsed cheques where the endorser is a Barclays customer and we are able to verify the signature of such endorser. Similarly, we have the right to refuse paying the value of cheques that have been altered, unless the alteration has been signed by you.

### 5. Stop payments of cheques

We will not accept instructions in connection with stopping payment of a cheque(s) except in the event of loss or theft of a cheque(s) or any other conditions as shall be allowed by law and agreed by us. Such instructions must be in writing and you will bear any loss, damage and cost due to this.

### 6. Closure of account

If cheque(s) issued by you are returned unpaid on account of inadequate funds, we may apply charges in relation to such returned cheques. In addition, we may close your account(s) pursuant to applicable laws and regulations in the United Arab Emirates. In such an event, you will return all unused cheques relating to your account(s). We may, in our absolute discretion, open in your name another account without cheques to replace the account which has been closed and to transfer any credit facilities previously granted on the closed account (if any) to the new account.

We will also be required to report such account(s) and related details to the United Arab Emirates Central Bank and other relevant authorities.

If you leave the United Arab Emirates to take up residence in any other country, the plastic cards and unused cheques are required to be returned to us 14 days prior to your departure.

### 7. Interest

Provided you meet any minimum balance requirements, the interest rate on the positive balance standing to the credit of your account shall, unless we tell you otherwise, be

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calculated by us on a daily basis and credited to your account on a monthly basis. Our prevailing rate for this purpose is displayed in our branches and may be communicated to you in other ways in accordance with the Customer Agreement.

### 8. Fees and expenses

You acknowledge that we have the right to debit your account(s) with all fees and expenses paid or incurred in connection with any dealing between us or between you and any third parties pursuant to your instructions.

### 9. Minimum balance requirement

Current Accounts may be subject to a minimum balance requirement as decided by us.

If the minimum balance falls below the limit decided by us then no interest will be paid. In addition, your current account shall be debited with monthly maintenance charges, as displayed in our bank branches.

## B2. Saving Account

### 1. Eligibility

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

### 2. Minimum balance requirement

Saving accounts shall be subject to a minimum balance requirement as decided by us and in accordance with the prevailing rates for saving accounts.

If the minimum balance falls below the limit decided by us, then no interest will be paid. Your account shall be debited with monthly maintenance charges.

### 3. Withdrawals from your account

Cheque books will not be issued to saving accounts. Withdrawals shall be made using forms designated for that purpose or ATM cards or by any other instrument provided by us in accordance with our systems applicable thereto.

You can withdraw as frequently as you require but subject to the minimum balance being maintained.

### 4. Interest

Interest will be calculated on the minimum balance in your account and in accordance with our prevailing rates for saving account.

The interest will be credited to your account semi-annually in June and December, or at such other times as we may communicate to you.

We reserve the right to vary the interest rate according to the currency or the balance category.

### **B3. Fixed Term Deposit Account**

1. You are only eligible to place a Fixed Term Deposit with us if you are 21 years of age or older. You may place a Fixed Term Deposit with us if you are under the age of 21 but over the age of 18 if your father or court-appointed legal guardian signs the necessary Fixed Term Deposit application forms. In such circumstances, the father or court-appointed legal guardian who signs the Fixed Term Deposit application forms will be liable and responsible for all transactions concluded by the person under 21 years of age and all such transactions shall be deemed to be transactions undertaken and concluded by such father or court-appointed legal guardian.
2. You may place a Fixed Term Deposit with us by opening and operating a Fixed Term Deposit Account(s), which may be denominated either in AED or in any foreign currency acceptable to us. Fixed Term Deposit Accounts are opened by submitting a completed Fixed Term Deposit Application Form and making a deposit of the principal sum (in clear funds) stated in your Application Form with us.
3. In order to open a Fixed Term Deposit Account, you may need to maintain a current and/or saving account with us. A current or saving account may be opened by submitting a completed Current or Saving Account Application Form.
4. If we agree to open a Fixed Term Deposit Account in your name upon consideration of your Application Form, we shall, within a reasonable period, issue a Confirmation of Deposit detailing the principal sum received, the length of time for which your principal sum will remain on deposit with us, the maturity date, the applicable interest rate payable by us during the term of your Fixed Term Deposit, the interest amount due on maturity and the total maturity value.
5. We will pay interest on the principal sum at maturity of the Fixed Term Deposit, calculated and at the interest rate set out in your Confirmation of Deposit.
6. We will pay interest on the principal sum on and from the date of receipt of the principal sum (in clear funds) from you until the maturity date, provided that if we receive the principal sum after banking hours or such other cut-off time as we may determine, we reserve the right to calculate interest on the principal sum on the next day on which we are open for banking business.
7. Where your Fixed Term Deposit would otherwise mature on a date on which we are not open for banking business, the maturity date of the Fixed Term Deposit will instead be the next day on which we are open for banking business.
8. We may (but shall not be obliged to) automatically renew the Fixed Term Deposit at the maturity date for the same period at the interest rate then applicable (as determined by us), unless you instruct us, in writing, otherwise no less than three (3) banking business days prior to the maturity date of your Fixed Term Deposit.
9. If you request a withdrawal of all or part of the principal sum prior to the maturity date, we will charge you a breakage fee and an interest rate penalty. Such fees and interest rate penalties shall be determined by us, in our discretion, and will appear on the display board in any of our branches. Any changes to these fees and interest rate penalties will also appear on the display board in any of our branches. Where you request an early withdrawal of part of the principal sum prior to the maturity date (which shall not be permitted unless you receive our written permission after your request for such early partial withdrawal), the fees and interest rate penalties will apply only to the amount of the principal sum you are withdrawing prior to the maturity date. All fees and interest rate penalties will be deducted from your Fixed Term Deposit Accounts or any other accounts you have with us before the principal sum (and any interest) is made available to you. Total fees and interest rate penalties will never exceed the originally deposited principal sum.

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10. If you request a withdrawal of all or part of the principal sum (at any time) in any currency (acceptable to us) other than the currency in which the Fixed Term Deposit is denominated, we shall convert the total amount payable to you into the currency requested in accordance with condition 11.4 of the General Terms and Conditions (Part A).

11. Amounts representing the principal sum and any accrued interest shall be paid in the currency in which the Fixed Term Deposit Account is denominated.

12. The interest rate for any new deposits may be varied, changed, and modified at our sole discretion and without any prior notice. All our current interest rates for new deposits (including any special or promotional rates) are set out on the display board in any of our branches.

### **B4. Call Account**

#### **1. Eligibility**

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

#### **2. Operation of the account**

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

#### **3. Minimum balance requirement**

Call accounts shall be subject to a minimum balance requirement as decided by us and in accordance with the prevailing rates for call accounts.

If the minimum balance falls below the limit decided by us, then no interest will be paid. In such event, your account shall also be debited with monthly maintenance charges.

#### **4. Withdrawals from your account**

Withdrawals may be made from your call account subject to minimum withdrawal notice requirements specified in your call account application form. Withdrawals will not be permitted from your call account prior to completion of the notice requirements.

Cheque books will not be issued to call accounts. Withdrawals shall be made by transfer of funds into another of your accounts with us or by any other instrument provided by us in accordance with our systems applicable thereto.

You can withdraw as frequently as you require but subject to the minimum balance being maintained.

#### **5. Interest**

We will pay interest on the daily credit balance of your call account from time to time, calculated daily and at the interest rate appearing on the display board in the branches

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from time to time. Interest will be credited to your account either semi-annually in June and December or at such other times and periods as we may communicate to you.

We reserve the right to vary the interest rate applicable to call accounts from time to time, including on the basis of withdrawal notice periods, particular foreign currency denominated accounts and balance categories. Our current rates will be displayed on the display board at our branches.

### **B5. Joint Account**

#### **1. Title**

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

#### **2. Conflicting instructions**

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

#### **3. Death of joint account holder**

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

#### **4. Overdraft**

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

### **B6. ATM/DEBIT Cards**

#### **1. General**

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

#### **2. Use of ATM/DEBIT Card**

**2.1** Use or continued use by you of the ATM/DEBIT Card shall constitute acceptance of the Customer Agreement and other specific terms and conditions that may be issued by us for this purpose.

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- 2.2 The ATM/DEBIT Card shall remain our property.
- 2.3 The scope of the services provided by use of the ATM/DEBIT Card may from time to time be determined by us in our discretion without prior notice.
- 2.4 We are entitled, without notice, to withdraw or discontinue your use of the ATM/DEBIT card at any time.
- 2.5 You shall keep your personal identification number (PIN) confidential.
- 2.6 You accept our record of transactions for the ATM/DEBIT Card as being conclusive and binding for all purposes.
- 2.7 You will be responsible for all transactions processed by use of the ATM/DEBIT Card regardless of whether or not the transactions were processed with your knowledge or with your express or implied authority. You hereby authorise us to debit your account(s) with the amount of any withdrawal or transfer in accordance with our record of transactions.
- 2.8 Before using or attempting to use the ATM/DEBIT Card for withdrawal or transfer of funds you will ensure that sufficient funds are available in your account(s) or that a prior arrangement with us for this purpose has been made.
- 2.9 The ATM/DEBIT Card is not transferable and may only be used by you. In the event that you disclose your PIN to any person, it will be at your risk and responsibility with no recourse to us. Any use will be deemed to have been made by you.
- 2.10 You shall advise us immediately of the loss of the ATM/DEBIT Card at the designated contact numbers for this purpose.
- 2.11 You authorise us to debit any of your accounts with the amount of any withdrawal transfer or other transaction effected by use of the ATM/DEBIT Card.
- 2.12 We shall have the discretion from time to time to set or change the daily cut-off time without notice or responsibility to you. Any transaction by use of the ATM/DEBIT Card after such cut-off time shall be treated as the next working day value transaction.
- 2.13 Cash cheques or instruments deposited at any terminal by use of the ATM Card will only be credited to the account after verification of the said cheques or instruments by us. The record issued by any terminal only represents what you claim to have deposited and shall not have any evidentiary value whatsoever. Cheques deposited will be sent for collection and the funds will be available only after the cheque has cleared in accordance with the prevailing procedures followed by us.
- 2.14 All transactions and obligations arising from the use of the ATM/DEBIT Card in relation to a joint account shall be binding on, and will be the joint and several obligations of all the joint account holders. When requested, if there is more than one authorised user for an account, we may make available more than one ATM/DEBIT Card to you. In such case, for the avoidance of doubt, the Customer Agreement and transactions thereunder will be binding on all account holders and authorised users.
- 2.15 We shall not be liable to you for any failure in performing our obligations or providing any service in connection with any computer, telecommunications or other technical failure or other cause beyond our control.
- 2.16 You shall in all circumstances accept full responsibility for all the transactions processed by the use of the ATM/DEBIT Card including without limitation those transactions which may be the result of a fraudulent or unauthorised act of any person.

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2.17 All withdrawals made with the ATM/DEBIT Card outside the United Arab Emirates constitute a payment at our branches in the United Arab Emirates and a remittance to the country where the withdrawal is effected.

2.18 Only the currency or currencies available for withdrawal may be withdrawn by use of the ATM Card. The number and amount of withdrawals shall be subject to any restrictions indicated at the automated teller machine terminal, the laws and regulations of the United Arab Emirates, any other applicable laws and by the Customer Agreement.

2.19 Use of the ATM Card at any terminal outside the United Arab Emirates shall not in any way (i) cause an account domiciled in the United Arab Emirates to be treated as or deemed to be an account domiciled in the country in which the terminal is located or in any other country in which we are located and (ii) cause or give rise to any liability to any of our other branches, subsidiaries, parent or affiliates.

2.20 Your rights relating to withdrawal are subject to the laws, rules and regulations (including without limitation, any exchange controls, regulations or limitations) of the United Arab Emirates, the country in which such withdrawal is requested and the institution which owns the automated teller machine terminal.

2.21 You understand that you will only be able to withdraw cash in United Arab Emirates Dirhams within the United Arab Emirates and foreign currency as may be permitted by us, up to limits set from time to time by us.

2.22 To enable use of the ATM/DEBIT Card at any terminal or electronic network in or outside the United Arab Emirates, you consent to our participation from time to time in any network permitting such use and the release and transmission of data and information on any of your accounts and to their storage and processing by any means to any participants in such network. You further consent to the compliance by us and the said participants in such network with laws and regulations of their respective jurisdictions governing disclosure of account information to which we and the said participants may be respectively subject.

2.23 We shall not be liable to you or to a third party if the ATM/DEBIT Card is not honoured or accepted nor if you or any third party incurs any loss or injury including by reason of any mechanical or other malfunction.

2.24 For security reasons, you are advised to change your PIN from time to time.

2.25 You may be charged a fee for using ATMs that are not operated by Barclays. We may, from time to time, introduce, change or discontinue fees and charges in relation to ATM access and usage. Our fees (if any) will be displayed on our display board at any of our branches. You hereby authorise us to debit your account(s) with the amount of any such fees (whether charged by us or by other banks).

2.26 Where a person under 21 years of age applies for an ATM/DEBIT Card, this may be issued at our sole discretion. If we decide to issue such ATM/DEBIT Card to a person under 21 years of age, such person's father or court-appointed legal guardian (who has signed the application forms for the account to which the ATM/DEBIT Card relates) will be responsible for all transactions undertaken and concluded by the person under 21 years of age using the ATM/DEBIT Card, and all such transactions shall be deemed to be transactions of such person's father or court-appointed legal guardian.

## B7. Standing Instruction

1. We will process any standing instruction from you only if you have sufficient cleared funds available in your relevant account.

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

## B8. Sweep In/Sweep Out

### 1. Sweep In

Subject to the conditions below, subscribing to the Sweep In functionality on your account(s) will allow you to consolidate the credit balances in some or all of your current, saving and Term Deposit accounts when making a withdrawal or payment from any of your selected saving or current accounts with us. By utilising this functionality, when you withdraw money by drawing a cheque, by making a transfer of funds or by using your ATM/DEBIT Card the credit balances in each of your saving, current and/or Term Deposit accounts (as selected by you) will be combined together. In this way any shortfall in a particular saving and/or current account(s) can be covered by using the credit balances standing in your other current, saving and/or Term Deposit accounts.

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

### 2. Sweep out to Term Deposit account

If we set up Sweep Out functionality on your account(s) you authorise us to transfer funds (subject to available credit balances) from your Sweep Out (Source) Accounts (as notified to us by you) to a new Term Deposit account if the aggregate balance in your Sweep Out (Source) Accounts exceed an agreed maximum threshold. A minimum Sweep Out amount shall be agreed between us. You must advise us of the term of the new Term Deposit account that is set up as a result of the operation of the Sweep Out functionality. The interest rates for such new Term Deposits will be the current applicable rates for the selected term as displayed on our display board at any of our branches.

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### 3. Activation

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

### 4. Use of Sweep In

If a Term Deposit is utilised in the operation of the Sweep In functionality, it is your responsibility to provide specific instructions to reinstate or book a new Term Deposit. You agree and understand that where a Term Deposit is utilised in the operation of the Sweep In functionality the amount of interest we pay on your Term Deposit account will be reduced accordingly and we may also deduct an (applicable) amount from the interest accrued in your Term Deposit account for early termination.

Only the cleared and available balance in the accounts will be combined for Sweep In purposes. Any funds which are uncleared or earmarked for any particular purpose will not be considered for the purposes of the Sweep In functionality. The operation or use of accounts which have been restricted in any manner whatsoever or which you cannot operate acting individually may not be included within the Sweep In functionality.

### 5. Transfer and withdrawal

When using the Sweep In functionality, where you have drawn a cheque to withdraw funds or to make payment to a third party or where you have instructed us to make a transfer of funds from a particular account and the account does not have sufficient funds to make the requested payment/withdrawal/transfer, we will use the credit balance standing in your other current, saving, Term Deposit accounts in order to enable you to make such payment/transfer/withdrawal. We may in our discretion use a previously agreed and unused overdraft facility to make up the shortfall of funds to make such payment/transfer/withdrawal.

### 6. Withdrawals using ATMs and payments using ATM/Debit Cards

In order to use the Sweep In functionality when making withdrawals from any of our ATMs, you will be asked to choose the accounts from which you want to withdraw cash for which you have been issued a Debit/ATM card. In order for you to be able to do this, you should first inform us of which accounts you would like to link to your ATM/Debit Card.

In order to use the Sweep In functionality while utilising ATMs of other banks or when using your ATM/Debit Card to make payments, you should first nominate a particular account that would function as your primary account (the "Primary Account"). You should also inform us of which of your other accounts should be linked (the "Linked Accounts") to your Primary Account. By doing so you would be able to access the Primary Account's credit balance as well as your Linked Account's credit balances.

### 7. Record

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

### 8. Additional accounts

You may at any time include any other account within the Sweep In and/or Sweep Out arrangements, if we have received 7 business days prior written notice from you.

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### 9. Right of cancellation, set-off, combination or consolidation

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

### 10. Errors

You agree that when instructing us to activate the Sweep In and/or Sweep Out functionality for any of your accounts we will not be responsible or liable for any failure of the functionality as a result of anything that we cannot reasonably control. This includes, amongst other things, any machine or electronic device failure or any Force Majeure Event. A Force Majeure Event means any event due to any cause beyond our reasonable control such as restrictions on convertibility, transferability, requisitions, involuntary transfers, unavailability of clearing or payment system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes, or industrial action of any kind, riots, insurrection, war or acts of government.

### 11. Own assessment

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

### 12. Fees

We may charge a fee for setting up and operating the Sweep In and/or Sweep Out functionality. We may, from time to time, introduce, change or discontinue fees and charges in relation to Sweep In and/or Sweep Out. Our fee (if any) will be displayed on our display board at any of our branches. You hereby authorise us to debit your account(s) with the amount of any such fees and charges.

### 13. Termination

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

## B9. Overdraft Facility

1. We expect you to keep your account(s) with us in credit. However, we understand that from time to time you may need to ask us to make our overdraft services available to you. It is entirely within our discretion whether we agree to make those services available to you and we shall be entitled to charge you fees for considering whether we do so, as we explain below.

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2. You should request us to make our overdraft services available to you before your account goes into overdraft. In order to make such a request you are required to complete the necessary application form. Such application form is available at our branches. If we agree to such a request, then we will tell you the limit of the overdraft we are making available to you and the fees (if any) which you must pay for this service, as well as the interest rate that applies to the amount of any overdraft that you use from time to time. We will confirm these details with you in writing or electronically (at your election).
3. If you do not request us to make overdraft facilities available to you in accordance with condition 2 of this Part B9, you may still request the use of our overdraft facilities by seeking to make a payment on your account (for example by writing a cheque or by using your debit card or making a standing order or direct debit payment) even though there are insufficient funds standing to the credit of your account to meet such a payment. When you seek to make such a payment, or if such a payment would cause you to exceed the limit of an overdraft agreed with you in accordance with condition 2 of this Part B9, it shall be entirely within our discretion whether we agree to process your payment. Whether or not we do so, we shall be entitled to charge you our fees for considering whether to process each such payment and interest, as set out in our Additional Conditions.
4. When we make our overdraft services available to you in accordance with condition 3 of this Part B9, we may ask you to make an immediate payment into your account to reduce the amount of the overdraft we have agreed to make available to you.
5. Unless we have specifically agreed otherwise with you, we may demand the repayment of, or reduction in, your overdraft at any time. Wherever possible, we will give you notice, however we may do so without notice. Until you repay us in full, we will charge interest and fees at the rates set out in the additional conditions both before and after any court order in our favour for repayment.

### **B10. Personal Loans, Salary Transfer and Revolving Overdraft**

The terms and conditions contained in this part B10-A and B10-B apply to any Barclays Personal Instalment Loan, Barclays Salary Transfer Loan and Revolving Overdraft ("Loan"). They should be read in conjunction with the General Terms and Conditions (Part A), which also apply to the loan.

#### **B10-A. Personal Loans and Salary Transfer Loans**

##### **1. Background**

1.1 You may apply for a Loan by completing an application form and submitting it with all relevant information to us. We will consider your application and decide (at our discretion) whether or not to grant you a Loan. Your application form will set out the amount, interest rate and repayment schedule of the Loan (Key Financial Information) along with other information. If a Loan is approved in accordance with the Key Financial Information as set out in the application form you will be notified (the method of notification shall be at our discretion) and the Loan will be disbursed along with a letter of acceptance (Acceptance Letter) setting out the Key Financial Information. The application form will be subject to the General Terms and Conditions set out in Part A and the provisions relating to Loans contained in this Part B10 of the Customer Agreement.

1.2 In the event the Loan Amount as set out in the Key Financial Information varies further to our assessment of your application form (Variance), you will be notified by telephone, facsimile, internet or any other method deemed suitable by us and your Loan will be disbursed in the accordance with the Terms and Conditions contained herein.

## Terms and Conditions

1.3 Once the Loan has been disbursed together with the Acceptance Letter, you must revert to us within 30 days of the date on the Acceptance Letter in the event there is any discrepancy in the Key Financial Information and return the Loan proceeds to us without any set off or deduction unless agreed otherwise in writing by us. If you do not revert to us within 30 days of the date on the Acceptance Letter it will be deemed acceptance by you of the Terms and Conditions set out in Parts A and B of the Customer Agreement.

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

1.5 In submitting an application form for a Loan, you acknowledge and give us permission to obtain from you or from third parties, such as employers, joint account holders, credit reference agencies, fraud prevention agencies or other organisations, information and verification relevant to your application for the Loan.

### 2. Your Loan start date

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

### 3. Disbursement of funds

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

### 4. Repayment of the Loan

4.1 You will repay the Loan together with interest by making the regular payments as set out in the application form. In the event of any Variance your regular payments will be in accordance with the Acceptance Letter. In the case of Personal Instalment Loans where you do not have a current or saving account with us which you nominate for repaying your Loan, we will open an account ("Debt Service Account") in your name(s). Your repayments must be made through either your Debt Service Account or your current or saving account.

4.2 You shall make all payments on the due date specified in the application form and in clear funds without any set-off or deductions for any purpose whatsoever. In the event of any Variance all payments shall be made by you in accordance with the Acceptance Letter in clear funds without any set-off or deductions for any purpose whatsoever.

4.3 We have the right to freeze an amount equivalent to the next scheduled instalment amount in any of your accounts with us on the due date or on the date on which your salary or any other payments are credited to such account.

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

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

4.6 If any monthly payment remains unpaid for more than seven days after its due date we may give written notice to you requiring payment by a specified date no less than seven days later. If the monthly payment is not paid in full by that date and we

## Terms and Conditions

reasonably consider that you have failed to co-operate in resolving the matter, we will be entitled to demand repayment calculated as if you had settled early, thereby attracting additional charges and fees, and you shall be deemed to be in default. You shall indemnify us against all reasonable legal and other costs and expenses incurred by us in attempting to obtain repayment of the unpaid monthly payment or of such balance and interest and any charges incurred. Interest on the amount which becomes due and payable and on any costs and expenses which become due and payable shall be charged in accordance with the normal charging of interest in condition 5 below, subject to variation of the interest rate, until payment both after as well as before judgment and repayment in full.

### 5. Interest

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

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

### 6. Your right to repay Loan early

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

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

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

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

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

### 7. Further payments provisions

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

You agree to pay the following additional payments:

1. Any expenses incurred by us in enforcing your Loan.
2. Any amount that we may deem necessary to compensate us for any increased costs or reduction in return as a result of compliance with any official directions or any changes in laws or regulations.
3. The processing fee stated in your application form.
4. Any fees in connection with any of your returned payment cheques.
5. Any taxes levied on, or in relation to, the Loan.
6. Any late payment fee as stated in the application form.
7. Any premiums for payment protection insurance.
8. Any maintenance fee including postponement fees and liability certificate request fees.

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### 8. Payment Protection Insurance

8.1 In order to cover particular circumstances where you are unable to meet repayments under your Loan, we arrange payment protection insurance through a third party insurance provider, on a portfolio basis to cover your payment liabilities in the event of your death, permanent disability or involuntary unemployment. You contribute to the premiums for this portfolio insurance policy by payment of the insurance fee set out in the application form.

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

8.3 For detailed Terms & Conditions on Payment Protection Insurance, [click here](#).

### 9. Events of Default

We will be entitled to terminate the Loan, upon notice to you, if you:

1. Supply (or have supplied) incorrect or misleading information in connection with your Loan application or any other Barclays product or service;
2. Are, or are likely to become, insolvent;
3. Are, or are likely to become, in breach of any other credit agreement with us or with any other lender;
4. Fail to pay any sum due to us when due or demanded or fail to comply with any other obligations;
5. Revoke any standing instructions for transfer of the Loan repayment instalment to the Loan Account;
6. Cease to be employed for any reason whatsoever;
7. In case of a Salary Transfer Instalment Loan, if your monthly salary is not paid directly into your current account (or any other account you have with us) by the date stated in your completed personal instalment Loan application form;
8. In case of a Salary Transfer Instalment Loan, if your employer does not assign the benefit of your end of service benefits to us;
9. If the credit balance in your accounts is insufficient to meet the payment of any instalment of the Loan;
10. If a change occurs to your residency status or nationality; or
11. If any of your accounts with us are frozen by an order of a competent authority.

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

### 10. Set-off

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

### 11. Further Conditions

11.1 If you wish to repay the whole or any part of the Loan before the time agreed, you may do so by giving us at least seven (7) business days irrevocable notice specifying the date of repayment and the amount to be repaid. If there is more than one of you, references in this Part B10 shall refer to each and every one of you who signed the application form for the Loan and the liability of each of you to us shall be joint and several, so that you will each be fully liable to us for the full amount due to us from time to time.

11.2 You agree that we may assign our rights under the Loan and the Customer Agreement and any security provided in relation to the Loan, subject to such

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assignment not prejudicing your rights under the Customer Agreement. References to “us” and “we” shall include our successors and assigns.

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

11.4 In the case of Personal Instalment Loans, you may be required to provide us with post dated cheques. These cheques shall be dated to correspond with the instalment repayment dates stated in the application form or as otherwise agreed. These cheques are taken from you to facilitate the repayment of your Personal Instalment Loan and will be presented to your Debt Service Account (or such other saving or current account you have with us) on the relevant instalment repayment dates. Should you decide to make payment for any particular monthly instalment by any other means, (including the replacement of all cheques by another set of cheques) you must give us seven days notice prior to such instalment becoming due for payment.

11.5 You may be required to provide cheques in amounts required by us which will be part of your undertaking to pay us the total principal amount due as stated in the application form, or in the event of any Variance, as stated in the Acceptance Letter. These cheques may be used by us at any time in the event that you fail to repay the total principal amount due.

11.6 We reserve the right to withdraw the Loan Offered at anytime, for any reasons, if we reasonably believe that the loan should not have been disbursed. In the event of such withdrawal all changes and interest accrued will still remain payable to us.

### **B10-B. Revolving Overdraft Facility (the “ROD Facility”)**

1. You may apply for a ROD Facility by completing an application form and submitting it with all relevant information to us. We will consider your application and decide (at our discretion) whether or not to grant you the ROD Facility. Your application form will set out the amount, interest rate (Key Financial Information) along with other information. If a ROD Facility is approved in accordance with the Key Financial Information as set out in the application form you will be notified (the method of notification shall be at our discretion) and the ROD Facility will be disbursed along with a letter of acceptance (Acceptance Letter) setting out the Key Financial Information. The application form will be subject to the General Terms and Conditions set out in Part A and the provisions relating to Loans contained in this Part B 10 of the Customer Agreement.

2. In the event the amount of the ROD Facility as set-out in the Key Financial Information varies further to our assessment of your application form (Variance), you will be notified by the telephone, facsimile, internet or any other method deemed suitable by us and the amount of the ROD Facility made available to you will be disbursed in accordance with the Terms and Conditions contain herein.

3. Once the ROD Facility has been made available to you together with the Acceptance Letter, you must revert to us within 30 days of receipt of the Acceptance Letter in the event there is any discrepancy in the Key Financial Information and return the amount of the ROD Facility proceeds to us without any set-off or deduction unless agreed otherwise in writing by us. If you do not revert to us within 30 days of receipt of the Acceptance Letter it will be deemed acceptance by you of the Terms and Conditions set out in Parts A and B of the Customer Agreement.

4. You expressly undertake that the ROD Facility will not be utilised for the purposes of servicing any and all debts or other financial indebtedness that you may have with any bank and/or other financial institutions.

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5. In submitting an application form for a ROD Facility, you acknowledge and give us permission to obtain from you or from third parties, such as employers, joint account holders, credit reference agencies, fraud prevention agencies or other organisations, information and verification relevant to your application for the ROD Facility.

### 2. Your ROD Facility start date

Your ROD Facility starts on the day that amount of the ROD Facility is made available to you through any transactional account that you may hold with us.

### 3. Disbursement of funds

We will (if so required) open an account ("ROD Facility Account") in your name(s) and debit it with the total of the amount of the ROD Facility.

### 4. Repayment of the Loan

4.1 You will repay the amount utilised from the total amount of ROD Facility credit line made available to you together with interest (on such portion of the amount of the ROD Facility as may be utilised by you) by making such regular payments as we may specify from time to time. Your repayments in respect of the ROD Facility must be made through the transactional account to which the ROD Facility was made available in.

4.2 You shall make all payments in respect of the ROD Facility in clear funds without any set-off or deductions for any purpose whatsoever. In the event of any Variance, all payments shall be made by you in accordance with the Acceptance Letter in clear funds without any set-off or deductions for any purpose whatsoever.

4.3 We have the right to freeze an amount equivalent to the amount utilised from the ROD Facility in any of your accounts with us on the due date or on the date on which your salary or any other payments are credited to such account.

4.4 We may also deduct the amount utilised from the ROD Facility from your other accounts with us or require you to provide post-dated cheques to cover the total amount of credit line (or a portion thereof as the case may be) made available to you under the ROD Facility, in which case payment shall not be deemed made until the relevant cheque has been cleared before the relevant due date of such instalment.

4.5 You acknowledge and agree that any payments made by you for the settlement of the amount utilised from the ROD Facility shall, unless we agree otherwise, not be re-withdrawn by you.

4.6 If any payment due in respect of the ROD Facility remains unpaid for more than seven days after its due date we may give written notice to you requiring payment by a specified date no less than seven days later. If a specific payment is not paid in full by that date and we reasonably consider that you have failed to co-operate in resolving the matter, we will be entitled to demand repayment calculated as if you had settled early, thereby attracting additional charges and fees, and you shall be deemed to be in default. You shall indemnify us against all reasonable legal and other costs and expenses incurred by us in attempting to obtain repayment of the unpaid monthly payment or of such balance and interest and any charges incurred. Interest on the amount which becomes due and payable and on any costs and expenses which become due and payable shall be charged in accordance with the normal charging of interest in condition 5 below, subject to variation of the interest rate, until payment both after as well as before judgment and repayment in full.

4.7 When we make our ROD Facility available to you, we may ask you to make an immediate payment into your account to reduce the amount of the overdraft we have agreed to make available to you. Unless we have specifically agreed otherwise with you, we may demand the repayment of, or reduction in, your ROD Facility at any time. Wherever possible we will give you notice, however, we may do so without notice. Until

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you repay us in full, we will charge interest and fees at such rates as may be specified by us (in our sole and absolute discretion) from time to time both before and after an court order for repayment.

### 5. Interest

Interest in respect of the ROD Facility made available to you will be charged on a day to day basis on the total amount utilised from the amount of the ROD Facility made available to you (including any interest and charges incurred) and will be debited to your ROD Facility Account monthly in arrears. We may, at our discretion, credit payments received from you either to your account balance or interest outstanding under the ROD facility, subject to United Arab Emirates law. Without prejudice to any other action we may take, if any repayment amount is not paid on its due date, you shall be liable to pay to us late payment interest on such late payments at the rate set out in the application form from the due date to the date of actual payment (both inclusive).

### 6. Further payments provisions

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

You agree to pay the following additional payments:

1. Any expenses incurred by us in enforcing your ROD Facility.
2. Any amount that we may deem necessary to compensate us for any increased costs or reduction in return as a result of compliance with any official directions or any changes in laws or regulations.
3. The processing fee stated in your application form.
4. Any fees in connection with any of your returned payment cheques.
5. Any taxes levied on, or in relation to, the ROD Facility.
6. Any late payment fee as stated in the application form.
7. Any premiums for payment protection insurance.
8. Any maintenance fee including postponement fees and liability certificate request fees.

### 7. Payment Protection Insurance

7.1 In order to cover particular circumstances where you are unable to meet repayments under your ROD Facility, we arrange payment protection insurance through a third party insurance provider, on a portfolio basis to cover your payment liabilities in the event of your death, permanent disability or involuntary unemployment. You contribute to the premiums for this portfolio insurance policy by payment of the insurance fee set out in the application form.

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

7.3 For detailed Terms & Conditions on Payment Protection Insurance , [click here](#).

### 8. Events of Default

We will be entitled to terminate the ROD Facility, upon notice to you, if you:

1. Supply (or have supplied) incorrect or misleading information in connection with your ROD Facility application or any other Barclays product or service;
2. Are, or are likely to become, insolvent;
3. Are, or are likely to become, in breach of any other credit agreement with us or with any other lender;
4. Fail to pay any sum due to us when due or demanded or fail to comply with any other obligations;

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5. Revoke any standing instructions for transfer of the Loan repayment instalment to the Loan Account;
6. Cease to be employed for any reason whatsoever;
7. If the credit balance in your accounts is insufficient to meet the payment towards your ROD Facility;
8. If a change occurs to your residency status or nationality; or
9. In the case you are an employee of the Barclays Bank Plc, when you cease being an employee by resignation or termination of service or otherwise.  
On such termination of the ROD Facility we shall be entitled to demand full repayment (including as to costs, charges, and interest thereon).

### 9. Set-off

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

### 10. Further Conditions

You may be required to provide us with post dated cheques. These cheques shall be dated to correspond with either the amount of the ROD Facility credit line to be made available to you or such other amount as we may in our sole and absolute discretion determine and shall be dated for such dates as we may in our sole and absolute discretion determine.

## B11. Rental Loans

The terms and conditions contained in this Part B11 apply to Barclays Rental Loans ("Rental Loan") and should be read in conjunction with the General Terms and Conditions set out in Part A of the Customer Agreement.

### 1. Background

We may grant you a Rental Loan for the purposes of financing the rental payments of the apartment/villa you lease. You may apply for a Rental Loan by completing an application form and submitting it to us along with a copy of your lease agreement. We will consider your application and decide (at our discretion) whether or not to grant you a Rental Loan. If a Rental Loan is approved, you will be issued a letter, which sets out the amount, charges and repayment schedule of the Rental Loan along with other relevant information ("Offer Letter"). The Offer Letter will be subject to the General Terms and Conditions set out in Part A and the provisions relating to Rental Loan contained in this Part B11 of the Customer Agreement.

If you accept the provisions of the Rental Loan, you will be required to indicate your acceptance by signing and returning the Offer Letter to us (or by such other mechanism as we may offer from time to time, including by way of internet banking). Upon receipt of a signed Offer Letter (or other indication of acceptance acceptable to us), we will be lending a sum of money to you on the terms and conditions set out in Parts A and B11 of the Customer Agreement.

You can only use your Rental Loan money for the purposes of paying the rent of the apartment/villa you lease. The Rental Loan money will be disbursed by issuing a manager's cheque(s) in favour of the lessor of the apartment/villa you lease, unless an alternate method of disbursement is approved by us.

In submitting an application form for a Rental Loan, you acknowledge and give us permission to obtain from you or from third parties, such as employers, joint account holders, credit reference agencies, fraud prevention agencies or other organisations, or the lessor of the apartment/villa you lease, such information and verification relevant to your application for the Rental Loan.

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### 2. Start date and duration of your Rental Loan

Your Rental Loan starts from the date mentioned in your Offer Letter as the start date of the Rental Loan. The maximum length of your Rental Loan shall be for 12 months from the start date. We may at our discretion agree to provide you with a Rental Loan for a period of time exceeding 12 months.

### 3. Disbursement of funds

The Rental Loan will be disbursed by issuing a single manager's cheque in favour of the lessor of the apartment/villa you lease. We may (at our discretion) issue more than one manager's cheque in favour of the lessor of the apartment/villa you lease.

We will open an account ("Rental Loan Account") in your name(s) and debit the account with the total of the amount of the Rental Loan.

### 4. Repayment of the Loan

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

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

We have the right to freeze an amount equivalent to the next scheduled instalment amount in any of your accounts with us on the due date payments are credited to such account. We may also deduct the amount of the (Rental Loan repayment) instalment due from your other accounts with us.

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

If at any time you have difficulty in making repayments, you should contact us immediately. We will consider all cases of financial difficulty sympathetically. We will not take action against you unless, in our reasonable opinion, it is necessary. If however any monthly payment remains unpaid for more than 7 days after its due date we may give notice to you requiring payment within 7 days of the date of such notice to you. If the monthly payment is not paid in full by that date and we reasonably consider that you have failed to co-operate in resolving the matter, we will be entitled to demand repayment of the entire Rental Loan amount outstanding and you shall be deemed to be in default. You shall indemnify us against all reasonable legal and other costs and expenses incurred by us in attempting to obtain repayment of the unpaid monthly payment or of such balance and interest and any charges incurred.

### 5. Rental Loan Charge

We will levy a charge for the Rental Loan ("Charge"). The Charge will be payable by you on a monthly basis. The monthly Charge will be stated in your Rental Loan Offer Letter. You are required to deposit the Charge for the entire duration of the Rental Loan in your Rental Loan Account prior to the Rental Loan amount being disbursed to you. The monthly Charge will be deducted from your Rental Loan Account on each date your Rental Loan instalment is due.

### 6. Early termination of your lease agreement

If the lease agreement relating to the apartment/villa you lease (for which you have taken the Rental Loan) is terminated earlier than the date specified (in the lease

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agreement) for any reason, you will be required to repay the outstanding amount of your Rental Loan and Charge (applicable over the entire duration of your Rental Loan) 7 days prior to the date of the premature termination of the lease.

### 7. Your right to repay the Rental Loan early

If you wish to repay the whole of the Rental Loan before the time agreed, you may do so by giving us at least 7 business days irrevocable notice specifying the date of repayment and the amount to be repaid.

In the event of early repayment of your Rental Loan, the Charge (applicable over the entire duration of your Rental Loan) will become payable by you at the time of making such early repayment.

### 8. Further payments provisions

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

You agree to pay the following additional payments:

1. Any expenses incurred by us in enforcing this Rental Loan agreement.
2. Any amount that we may deem necessary to compensate us for any increased costs or reduction in return as a result of compliance with any official directions or any changes in laws or regulations.
3. The Charge stated in your Offer Letter.
4. Any fees in connection with any of your returned payment cheques.
5. Any taxes levied on, or in relation to, the Rental Loan.
6. Any late payment fee or interest as stated in the Offer Letter.
7. Any premiums for life insurance.
8. Any maintenance fee including postponement fees and liability certificate request fees.

### 9. Payment Protection Insurance

9.1 In order to cover particular circumstances where you are unable to meet repayments under your Loan, we offer optional payment protection insurance through a third party insurance provider, on a portfolio basis to cover your payment liabilities in the event of your death, permanent disability or involuntary unemployment. You contribute to the premiums for this portfolio insurance policy by payment of the insurance fee set out in the application form.

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

9.3 For detailed Terms & Conditions on Payment Protection Insurance, [click here](#).

### 10. Events of Default

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

1. Supply (or have supplied) incorrect or misleading information in connection with your Rental Loan application or any other Barclays product or service;
2. Sub-let the apartment/villa you lease and for which you have taken this Rental Loan;
3. If a cheque provided to us for repayment of a rental loan is returned for whatever reason;
4. If you are unable to pay a particular instalment relating to your Rental Loan;

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5. Are, or are likely to become, insolvent;
6. Are, or are likely to become, in breach of any other credit agreement with us or with any other lender;
7. If you fail to pay any sum due to us when due or demanded or fail to comply with any other obligations;
8. If you stop payment of a cheque issued to us for repayment of the Rental Loan or revoke any standing instructions for transfer of the Rental Loan repayment instalment to the Rental Loan Account;
9. If you cease to be employed for any reason whatsoever;
10. If the credit balance in your accounts is insufficient to meet the payment of any instalment of the Rental Loan;
11. If a change occurs to your residency status or nationality;
12. If any of your accounts with us are frozen by a order of a competent authority; and
13. If you fail to repay the outstanding amount of the Rental Loan in accordance with Clause 6 of this Part B11 in case of early termination of the lease agreement for the apartment or villa you lease.

In the event of default by you the Charge (applicable over the entire duration of your Rental Loan) will become payable by you immediately.

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

### 11. Delay in Repayment

If for any reason you delay in making payment of any instalment of your Rental Loan, you will be required to pay to us the applicable late payment fee and default interest on the current outstanding amount as stated in your Offer Letter. The payments stated in this Clause 10 are in addition to the remedies available to us under this part B11 and under the applicable provisions of the law.

### 12. Set-off

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

### 13. Further Conditions

If there is more than one of you, references in this Part B11 shall refer to each and every one of you who signed the application form for the Rental Loan and the liability of each of you to us shall be joint and several, so that you will each be fully liable to us for the full amount due to us from time to time.

1. You agree that we may assign our rights under the Rental Loan and these conditions and any security provided in relation to the Rental Loan, subject to such assignment not prejudicing your rights under this Part B11. References to "us" and "we" shall include our successors and assigns.
2. We reserve the right to withdraw the Loan Offered at anytime, for any reasons, if we reasonably believe that the loan should not have been disbursed. In the event of such withdrawal, all changes and interest accrued will still remain payable to us.

## B12. Small Business Loans

The terms and conditions contained in this Part B12 apply to any Barclays Small Business Loan ("Business Loan"). This Part B12 should be read in conjunction with the General Terms and Conditions (Part A), which also apply to the Business Loan.

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### 1. Eligibility

You may apply for a Business Loan only if you are a company, partnership or establishment duly licensed to carry out business in the United Arab Emirates. You may also apply for a Business Loan if you are an individual duly licensed to carry out business in the United Arab Emirates. For the purposes of this Part B12 any reference to "you" or "your" shall refer to an applicant of a Business Loan, including where the applicant is an individual or where the applicant takes the form of a corporate entity, a partnership an establishment or other type of business entity.

### 2. Background

You may apply for a Business Loan by completing an application form and submitting it with all relevant information to us. We will consider your application and decide (at our discretion) whether or not to grant you a Business Loan. If a Business Loan is approved, you will be issued with an Offer Letter, which sets out the amount, interest rate, applicable charges and repayment schedule of the Business Loan along with other relevant information. The Offer Letter will also specify additional conditions that you may be required to satisfy ("Additional Conditions"). Such Additional Conditions may include a requirement for you to furnish security such as a mortgage over property you own. The Offer Letter will be subject to the General Terms and Conditions set out in Part A and the provisions relating to Business Loans contained in this Part B12 of the Customer Agreement.

If you accept the provisions of the Business Loan, you will be required to indicate your acceptance by signing and returning the Offer Letter to us (or by such other mechanism as we may offer from time to time, including by way of internet banking). Upon receipt of a signed Offer Letter (or other indication of acceptance acceptable to us), we will be lending a sum of money (the "Loan Amount") to you on the terms and conditions set out in Parts A and B12 of the Customer Agreement as well as the conditions stated in the Offer Letter provided by us.

In submitting an application form for a Business Loan, you acknowledge and give us permission to obtain from you or from third parties, such as the Commercial Registry of the Emirate which has licensed you to conduct business in the United Arab Emirates, credit reference agencies, fraud prevention agencies or other organisations, information and verification relevant to your application for the Business Loan.

### 3. Use of the Business Loan

You can use the Loan Amount for any legal purpose as mentioned in your Offer Letter. You will not be permitted to use your Loan Amount for the purchase of shares in UAE/ GCC companies.

### 4. Business Loan start date

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

### 5. Disbursement of funds

We will open an account ("Business Loan Account") in your name and debit it with the Loan Amount.

### 6. Increase in Loan Amount

After 6 months from the start of your Business Loan (or previous increase of your Business Loan), you may apply for an increase (or further increase) in the Loan Amount by completing an application form and submitting it with all relevant information to us.

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We will consider your application and decide (at our discretion) whether or not to grant you an increase (or further increase) in the Loan Amount .

If an increase (or further increase) in the Loan Amount is approved, you will be issued with a further Offer Letter, which sets out the amount, interest rate and repayment schedule for the increase in the Business Loan along with other relevant information including any Additional Conditions you may be required to comply with. Unless otherwise stated in that Offer Letter, any terms and conditions set out in the previous Offer Letter and the terms and conditions contained in Part A and Part B12 of the Customer Agreement will be applicable to the increase in the Business Loan.

### 7. Repayment of the Business Loan

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

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

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

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

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

If any monthly payment remains unpaid for more than seven (7) days after its due date we may give written notice to you requiring payment by a specified date no less than seven (7) days later. If the monthly payment is not paid in full by that date and we reasonably consider that you have failed to co-operate in resolving the matter, we will be entitled to demand repayment calculated as if you had settled early, thereby attracting additional charges and fees, and you shall be deemed to be in default. You shall indemnify us against all reasonable legal and other costs and expenses incurred by us in attempting to obtain repayment of the unpaid monthly payment or of such balance and interest and any charges incurred. Interest on the amount which becomes due and payable and on any costs and expenses which become due and payable shall be charged in accordance with the normal charging of interest in condition 8 below, subject to variation of the interest rate, until payment, both after as well as before any judgment, has been received in full.

### 8. Interest

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

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

### 9. Your right to repay the Business Loan early

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

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

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

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

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

### 10. Further payments provisions

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

You shall agree to pay the following additional payments:

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

### 11. Payment Protection Insurance

11.1 In order to cover particular circumstances where you are unable to meet repayments under your Loan, we arrange payment protection insurance through a third party insurance provider, on a portfolio basis to cover your payment liabilities in the event of your death or permanent disability. You contribute to the premiums for this portfolio insurance policy by payment of the insurance fee set out in the application form.

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

11.3 For detailed Terms & Conditions on Payment Protection Insurance, [click here](#).

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### 12. Information and undertaking to be given by you

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

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

You also represent and warrant to us, that:

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

### 13. Events of Default

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

1. You supply (or have supplied) incorrect or misleading information in connection with your Business Loan application or any other Barclays product or service or any representation or warranty given is found to be untrue;
2. for any reason you cease or are unable to carry on your business or if any steps are taken by or against you for your liquidation or a receiver is appointed for you or if execution is levied or enforced upon or against any substantial part of your assets;
3. you are, or are likely to be, in breach of any other credit agreement with us or with any other lender;
4. you fail to pay any sum due to us when due or demanded or fail to comply with any other obligations;
5. you revoke any standing instructions for transfer of the Business Loan repayment instalment to the Business Loan Account;
6. the credit balance in your account(s) is insufficient to meet the payment of any instalment of the Business Loan; and
7. your account(s) with us are frozen by an order of a competent authority.

On such termination of the Business Loan we shall be entitled to demand full repayment (including as to costs, charges, and interest thereon), to apply any and all amounts in any account(s) you have with us and to date and present any cheques provided by you, in order to repay the Business Loan (including as to costs, charges and interest thereon).

### 14. Set-off

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

### 15. Further Conditions

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

2. We reserve the right to withdraw the Loan Offered at anytime, for any reasons, if we reasonably believe that the loan should not have been disbursed. In the event of such withdrawal, all changes and interest accrued will still remain payable to us.

## B13. Investment Services

The terms and conditions contained in this Part B13 apply to any Investment services provided by us. The terms and conditions contained in this Part B13 should be read in conjunction with the General Terms and Conditions (Part A) and the Additional Conditions, which also apply to any Investment services provided by us.

### 1. Definitions

“Account” means any current/savings/call or any other banking transaction account held by you with us and designated by you as the relevant bank account for the purposes of conducting the transactions under the provisions of this Part B13.

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

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

### 2. Execution-only dealing service

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

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

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

### 3. Provisions applicable to the execution-only dealing service

3.1 All decisions on whether to invest in, hold or dispose of any Investment or to enter into any agreement resulting from or effected using our services under this Part B13 are yours and we shall only enter into transactions as you instruct.

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

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

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

3.5 You confirm that you are acting for your own account in relation to all transactions executed under this Part B13.

### 4. Custody service

4.1 We may, without any obligation to do so, provide certain services in relation to the Investments, i.e. the safekeeping of your Investments, the settlement on your behalf of any transactions we effect under this Part B13, the collection of income, the presentation for redemption or payment of any Investments that are redeemed or called and otherwise administering the Investments.

4.2 All Investments will be held in our name and will be held by us or by a sub-custodian appointed by us.

4.3 We may employ agents (including members of the Barclays Group) to perform administrative, custodial and ancillary services in order to assist us in providing the services referred to in condition 4.1 of this Part B13 and authorise them to do the same. Our liability for all matters so delegated to a member of the Barclays Group shall be unaffected by the delegation. In all other cases, we will exercise reasonable skill and care in the selection, use and monitoring of any agents (including sub-custodians) appointed under this condition, but shall not otherwise be liable for their acts or omissions except to the extent any loss results from our gross negligence, wilful default or fraud.

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

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

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

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

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

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

### 5. Dealing on your behalf

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

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

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

### 6. Matters relevant to specific types of Investment

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

### 7. Portfolio valuations and accounting for transactions

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

7.2 We shall dispatch periodical statements and confirmations of all transactions to your postal address or electronic mail address as stated in our records. You should

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carefully check the statement on receipt and notify us in writing of any error or discrepancy within 15 (fifteen) days of the date on which the statement is sent to you. If you do not give us such notice, the statement shall be deemed to be correct and you may not thereafter raise any objection to such statement. If you do not receive a statement of account for any period, it is your responsibility to demand a statement from us within one month of the date on which the statement would normally have been sent.

### 8. Transaction processing for Investments

8.1 All transactions to be processed for subscription, purchase, sale or redemption of Investments will be conducted through your Account(s) with us. Any proceeds relating to any Investments will be credited to your Account with us, unless we receive contrary instructions from you. Prior to crediting your Account we may make the necessary deductions pursuant to this Part B13 and Part A of this Customer Agreement.

8.2 Only upon final receipt of freely transferable funds in relation to Investments either from the Investment provider or sub-custodian (holding the Investment) shall we credit all payments due to you including interest, dividends relating to the Investments held on your behalf. We assume no liability for late payment and/or any delays in such payments.

8.3 We may in our absolute discretion refuse any order made by you for an Investment.

8.4 You acknowledge that we will not be liable for any loss of value in any Investment between the time when you give us instruction to subscribe, purchase, sell or redeem a particular Investment and when your order is actually processed and the Investment is subscribed for, purchased, sold or redeemed.

8.5 Subject to there being sufficient cleared funds in the correct currency comprised in your Account(s) (covering the applicable costs to subscribe, purchase, sell or redeem as well as all applicable fees, commissions and charges relating thereto) at the relevant time which are not required to settle any transaction entered into on your behalf under this Customer Agreement, we will process instructions to subscribe, purchase, sell or redeem your Investments based on your instructions;

(a) where they are received before the relevant cut-off time on a working day, on that day or on any later date specified in the instructions (or the next following working day if such date is not a working day); or

(b) where they are received after the relevant cut-off time on any given day or on a day that is not a working day, on the next following working day or on any later date specified in the instructions (or the next following working day if such date is not a working day).

We will, on request, advise you of the cut-off times for instructions.

8.6 You may provide us with your instructions in relation to Investments in accordance with the terms of condition 3 of Part A of this Customer Agreement.

8.7 Any steps taken by us, which do not form part of your specific instructions relating to Investments shall be deemed to have been taken as part of a general objective set by you to us to act on your behalf in relation to the Investments.

8.8 You authorise us to accept instructions from individuals authorised in accordance with the mandate/instructions given in any Account opening form, or by attorney(s) duly authorised by you without making any enquiry until such time as you give us written notice to the contrary.

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

### 9. Joint Investments

9.1 Joint account holders can also avail of the services under this Part B13. In such circumstances the Investments will be deemed to be for the benefit of all the joint account holders.

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

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

### 10. Charges, interest and payment

10.1 We will charge fees and commissions in respect of our services under this Part B13 and pay credit interest and charge debit interest in accordance with our published tariffs.

10.2 You will be liable for any costs properly incurred under this Part B13, including reasonable commissions and transfer and registration fees, taxes, stamp duties and other fiscal liabilities. In particular, we shall pass on to you brokerage charges incurred by us for transactions effected for you. Such charges will be indicated on the relevant contract or advice note. When we effect deals for you under this Part B13, we may make a dealing charge to a third party other than a member of the Barclays Group, and in these circumstances it will be indicated on the relevant contract or advice note. We may also pay a portion of any dealing charges to a member of the Barclays Group.

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

10.4 Where we effect foreign currency conversions, we will do so at our prevailing rate of exchange on the working day on which the conversion is effected. We shall charge commission on foreign currency conversions that we transact with or for you under this Part B13. The rate of commission will vary depending on the size and nature of the transaction concerned.

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

### 11. Security and set-off

11.1 Without prejudice to any other right that we may be entitled to exercise over your Investments you agree that we may retain, transfer or sell any of your Investments as far as is necessary to enable us to settle any transactions entered into on your behalf

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under this Part B13 and to pay any of your outstanding liabilities under or in connection with this Part B13, including any liability to us.

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

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

### 12. Your obligations

**12.1** You warrant and undertake:

- (a) that you have full power and authority to enter into and perform your obligations under this Part B13 and to give us instructions in relation to the Investments and that, as at the date transferred to us or our sub-custodian or nominee, the Investments are free from all liens and charges;
- (b) that you will not deal in the Investments or authorise any other person to do so and shall not take or omit to take any step that will result in any lien or charge arising over the Investments; and
- (c) that any information you have provided to us for the purposes of establishing the arrangements contemplated by this Part B13 (including as to your status, residence and domicile for tax purposes) is complete and correct in all material respects.

**12.2** You agree to notify us promptly if there is any material change to any information referred to in condition 12.1 of this Part B13 and to provide further information we reasonably request in order to enable us to perform our obligations under this Part B13 or comply with any applicable law or regulation. Failure to do so may adversely affect the quality of the service we are able to provide.

**12.3** You agree to make any payment and/or deliver any cash or other Investments on or before the due date: (a) in settlement of any transaction entered into between us or by us on your behalf under this Part B13; (b) to maintain or supplement any deposit or margin in respect of such transactions; and (c) to meet any other call for further funds made under the terms of any investment made on your behalf or agreed between us against foreign exchange fluctuations.

**12.4** We may deduct from any account you hold with us or members of the Barclays Group (whether as a result of services provided under this Part B13, or otherwise) any amount necessary to discharge your obligations under condition 12.3 of this Part B13. Except to the extent it results from our gross negligence, wilful default or fraud or that of any member of the Barclays Group in carrying out functions delegated to it under this Part B13, you shall indemnify us and members of the Barclays Group and keep us harmless against any loss, cost, expense, damage, claim or other liability whatsoever (including reasonable legal costs or other reasonable costs in connection with investigating and defending any claim or liability) resulting from your failure to comply with this Part B13 or arising in connection with any action properly taken by us or by our agents under this Part B13.

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

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### 13. European Savings Directive (“ESD”)

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

13.2 We will not be liable to you for any loss you may suffer as a direct or indirect result of us carrying out our obligations under condition 13.1 of this Part B13.

### 14. Money laundering requirements

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

### 15. US Restricted Persons

You acknowledge that we are not permitted to sell any investment products to any investors who are US persons, US residents, US citizens and certain persons as set out in the relevant investment documents provided to you (“Restricted Persons”). By agreeing to the terms and conditions in this Part B13 you are confirming that you and any economic beneficiary are not a Restricted Person. You are also warranting that if you or any economic beneficiaries become a Restricted Person, you will notify us immediately of such fact. In such circumstances, we may refuse any order by you for future Investments and may also buy-back/redeem any Investments that you already hold.

### 16. General

16.1 You understand and agree that we do not take responsibility for or:

- (a) guarantee payment on any Investment;
- (b) guarantee the liquidity of any Investment;
- (c) make any offer to buy back any Investment;
- (d) guarantee the redemption or repayment of any Investment on maturity;
- (e) guarantee the payment of interest or dividend; or
- (f) promise, indicate or guarantee any returns.

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

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

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

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

### 17. Termination

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

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

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

### 18. Disclosure

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

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

### 19. Applicable laws and market rules

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