

Corporate Banking General Terms and Conditions



Barclays Bank PLC (DIFC Branch)

These terms of business, together with any agreements expressed to be supplemental to these terms of business which you and we may enter into from time to time (this “**Agreement**”) comprise the terms of the independent and several contracts between you and Barclays Bank PLC (DIFC Branch) acting through its Corporate Bank. This Agreement comprises two parts: Part 1 sets out information about us, the regulatory framework in which we operate and the general nature of our relationship with you. Part 2 sets out the terms and conditions upon which we provide our services to you. Part 1 and Part 2 are taken together as a single agreement. Where applicable, this Agreement constitutes a Client Agreement for the purposes of the DFSA Conduct of Business Module.

In this Agreement:

“**DFSA Rules**” means subsidiary legislation made under the DIFC Regulatory Law 2004 by the Board of Directors of the DFSA or any other law applicable in the DIFC which is administered by the DFSA.

“**DIFC**” means the Dubai International Financial Centre.

Part 1

1 Information about us

- 1.1 Barclays offers corporate banking products and services to its clients through Barclays Bank PLC. Barclays is a trading name of Barclays Bank PLC. Barclays Bank PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register No. 122702). Barclays Bank PLC is registered in England with registered number is 1026167 and registered office at 1 Churchill Place, London E14 5HP.
- 1.2 Barclays Bank PLC (DIFC Branch) (“**Barclays DIFC**”) or (“**we**”) is an Authorised Firm regulated by the Dubai Financial Services Authority (“**DFSA**”). Our registered office is at Gate Village, Building 4, Level 4, Dubai International Financial Centre, Dubai, United Arab Emirates. Barclays DIFC is authorised by the DFSA to, and may provide you with, a range of services that comprise regulated services as defined in the DFSA Rules including Arranging Credit and Advising on Credit. These authorisations may change from time to time.
- 1.3 We are authorized to perform our services on a cross-border basis.

2. Application of this Agreement

- 2.1 Commencement and relationship with prior terms of business: This Agreement supersedes any previous terms of business in place between you and us and takes effect from the date on which you signify your acceptance of this Agreement in writing or by conducting business with us.
- 2.2 Relationship with Product Agreements: This Agreement forms part of and should be read in conjunction with any other terms and conditions, customer agreement or product agreement (including, without limitation, any application forms, facility, mandate or other legal agreement) which you have entered into or will enter into with Barclays Bank PLC in the UAE (“**Barclays UAE**”), our head office, a different branch of Barclays Bank PLC or another member of the Barclays group (each a “**Relevant Barclays Group Entity**”, collectively the (“**Barclays Group**”) where your cash is held (the “**Account**”) and corporate banking arrangements transacted (the “**Relevant Barclays Group Entity Terms**”). If there is any inconsistency between the provisions of this Agreement and the terms applicable to your relationship with a Relevant Barclays Group Entity, this Agreement will take precedence in relation to the services provided by Barclays DIFC.

3. Your capacity and status

- 3.1 Client classification: Based on the information provided to us, Barclays DIFC shall treat you as either a Professional Client or a Market Counterparty for the purposes of the DFSA Rules. Your classification shall be notified to you in writing. If you are classified as a Market Counterparty, certain regulatory protections available to professional clients will not apply to you, an explanation of the protections that will not apply to you as a Market Counterparty is set out in the Appendix to this Agreement. If you are classified as a Professional Client, certain regulatory protections available to Retail Clients will not apply to you. You are entitled to request a different classification. If you request to be classified as a Retail Client, requiring a higher level of protection, we will not be able to provide our services to you. You are responsible for informing us if you no longer meet the criteria for your classification.
- 3.2 Principal: You are acting as principal in respect of this Agreement and our relationship unless we agree otherwise with you in writing.

4. Fees

Barclays DIFC will not charge for its services unless otherwise agreed with you. Details of the fees and charges payable to the Relevant Barclays Group Entity may be found in the applicable tariffs for such Relevant Barclays Group Entity which are available upon request.

5. Scope of obligations

- 5.1 No fiduciary obligations: Nothing in this Agreement shall give rise to any fiduciary or equitable duties on our part or on the part of any member of the Barclays Group.
- 5.2 Advising on Credit: if you have been classified as a Professional Client, DFSA Rules require us to consider suitability if we provide you with advice and/or recommendations, in your capacity as a borrower or potential borrower (or as agent for a borrower), on the merits of entering into a transaction or undertaking a transaction. However, once we have provided advice and/or made a recommendation, any decision to enter into a transaction shall be yours. We will not advise you on the legal, regulatory, tax, business, financial, accounting or other consequences of a transaction.
- 5.3 Information provided by you: You agree to provide us with all information we may require from time to time in order to provide you with our services or required by us in order to comply with any applicable laws, rules and regulations (including the DFSA Rules and any rules,

policies, guidelines and practices of a relevant regulator, self-regulatory body, exchange, clearing house, alternative trading system, electronic communications network or similar entity to whose rules or regulations we or you are subject in respect of the services provided by in under this Agreement (“**Regulator**”) from time to time) (“**Applicable Regulations**”). You shall be deemed to represent and warrant at the time of giving us any such information that the information is true, complete and accurate and we are entitled to rely on this without further enquiry.

6. Communicating with you

- 6.1 We will contact you by post, telephone, courier, fax or electronically (being any form of message by any type of telecommunication, digital or IT device, this could include the internet, email, text message or communications using online tools we make available to you), and we may make a personal visit to you, in each case using the details you have given us. We may also provide information on our website where we consider it appropriate to do so or give it to you in person. We may leave messages for you to contact us on an answering machine, or with the person answering the telephone, unless you tell us not to. We may record or monitor telephone calls and Electronic communications for the purposes of training, checking instructions, verifying your identity and ensuring that we are meeting our service standards and regulatory requirements. These recordings may be used as evidence if there is a dispute. Copies of recordings that we make of conversations with you (by telephone or by electronic communication or meeting minutes) will be available on request for a period of five years and, where requested by the DFSA or any other competent authority, for a period of up to six years.
- 6.2 Unless you tell us not to, we may send correspondence by email, in which case we will assume you received it on the next day that is a working day in the DIFC. If we send correspondence by post or courier, we will assume it has been received by you (a) not later than four DIFC working days after sending, if sent to an address in the UAE; or (b) not later than ten DIFC working days after sending, if sent outside of the UAE.
- 6.3 You can contact us through your usual contact or by post, courier or telephone using the contact details we give you. We may also agree that you can contact us electronically. We will tell you what methods of communication you can use to contact us and for what purpose.
- 6.4 The Agreement is supplied in English, and all written communication between you and us will be in English.
- 6.5 Security of communications: There is no guarantee that all means of communication between us will be secure, virus free or successfully delivered. We are not liable to you, and you accept responsibility if, due to circumstances beyond our reasonable control, communications are intercepted, delayed, corrupted, not received or received by someone else. If we think this has happened, we will try to contact you.

7. Material interests and conflicts

From time to time, we or another member of the Barclays Group may have, directly or indirectly, a material interest or relationship with a third party which may pose a conflict of interest or potential conflict of interest with you or any transaction. We have policies and procedures in place to actively identify and manage actual and potential conflicts of interest and a copy of our conflicts policy is available on request. Where we are unable to manage a conflict of interest, we will disclose that conflict of interest to you prior to providing the relevant service. No conflicts of interest or potential conflict of interest shall prevent us or any member of the Barclays Group from carrying out any transaction whether with you or a third party. We will not be liable to account to you for any benefit made or received by us or any of our affiliates in those circumstances.

8. Confidentiality

- 8.1 Subject to any express arrangements between you and us, we will treat as confidential all information we receive from you about you, your Transactions and your Accounts (“**Confidential Information**”). This obligation of confidentiality will survive the termination of this Agreement. However, you agree that we may disclose your Confidential Information to other members of the Barclays Group and that we and other members of the Barclays Group may disclose your Confidential Information to a third party in the following circumstances:
- (i) to those who provide services to us or act as our agents in connection with the services we provide under this Agreement on the understanding that they will have a commensurate obligation to keep the Confidential Information confidential;
 - (ii) to anyone to whom we may transfer or assign any of our rights or obligations under or in respect of, or enter into a transaction in connection with, this Agreement or any Relevant Barclays Entity Terms, in each case on the understanding that they will have a commensurate obligation to keep the Confidential Information confidential;
 - (iii) to any Regulator or governmental agency or where we are required to do so by Applicable Regulations or by court order; or
 - (iv) with your prior consent.

Any information which either (i) was already in our possession prior to delivery by you; (ii) was or becomes available in the public domain other than as a result of disclosure by us; (iii) becomes available to us from a third party who we do not know may be under an obligation of confidentiality to you; or (iv) was or is independently developed by us, shall not be Confidential Information for the purposes of this clause.

8.2 Data Protection:

- 8.2.1 Barclays is committed to protecting your personal data. We will use your information for a number of different purposes, for example, to manage your account(s), to provide our products and services to you and others and to meet our legal and regulatory obligations. We may also share your information with our trusted third parties for these purposes. For more detailed information on how and why we use your information, including the rights in relation to your personal data, and our legal grounds for using it, please go to <https://www.barclayscorporate.com/general-info/privacy-and-cookies/>. Full details on how we use your personal information are available in the full privacy notice on our website www.barclayscorporate.com or in hard copy from your usual contact. Changes may be made to that full privacy notice, where permitted or required by applicable law.
- 8.2.2 We may request certain personal data about the legal representatives, relatives, directors, authorised personal, beneficial owners, trustees, fund managers, partners, other associates of, or persons exercising control over the clients we do business with, as appropriate (“**Relevant Individuals**”). You must ensure that your Relevant Individuals are made aware by you of the purposes for which we will collect and process their personal data and how it will be collected and processed. Whenever you (or, where relevant, a corporate representative within

your organisation) provide us with personal information about a Relevant Individual, you warrant that you have obtained any necessary consents or are otherwise entitled to provide this information to us and for it to be processed by us as described in this notice and that to the best of your knowledge, the personal data is correct and current. It is your responsibility to ensure that the personal data provided to us is accurate and to inform us of any change.

- 8.3 Telephone Recordings: We may record all telephone calls without further warning or notification. You agree to give any necessary notice to your personnel that such recordings take place. Such recordings will be kept by, and be the sole property of, Barclays DIFC and will be conclusive evidence of any instructions given.

9. Limitation of liability

- 9.1 Neither we nor any other member of the Barclays Group nor our or their personnel shall be liable for any Losses (as defined below), howsoever arising, incurred or suffered by you under this Agreement (including any transaction or where we have declined to enter into a proposed transaction) unless such Losses arise directly from our or their respective negligence, wilful default or fraud.
- 9.2 In no circumstances shall we, our affiliates or any of our or their personnel have liability for Losses suffered by you or any third party for any (i) indirect, special or consequential damage, (ii) loss of profits, (iii) loss of goodwill or (iv) loss of business opportunity arising under or in connection with this Agreement, regardless of whether the possibility of such losses or damage was disclosed to, or could have reasonably been foreseen by us or any of our affiliates or any of our or their personnel. In relation to (ii), (iii) and (iv), we are not liable regardless of whether such heads of loss are direct or indirect losses. Nothing in this Agreement will limit our liability for death or personal injury resulting from our negligence or for any liability which cannot be lawfully excluded or limited. Nothing in this Agreement will exclude or restrict any duty or liability we may have to you under the DFSA Rules which may not be excluded or restricted
- 9.3 Neither we nor any of our affiliates shall be liable to you for any partial or non-performance of our obligations hereunder by reason of any cause beyond our reasonable control, including without limitation (i) any breakdown, delay, malfunction or failure of transmission, communication or computer facilities, industrial action, act of terrorism, act of god, acts and regulations of any governmental or supra-national bodies or authorities or (ii) the failure by any relevant intermediate broker or agent, custodian, sub-custodian, dealer, market, clearing house or regulatory or self-regulatory organisation, for any reason, to perform its obligations, save where any of the foregoing is directly due to our or their respective negligence, fraud or wilful default.
- 9.4 You will be responsible for all orders entered on your behalf via any electronic commerce, messaging or information service provided by, or routing to, us and you will be fully liable to us for the settlement of any resulting transaction.
- 9.5 For the purposes of this paragraph 9 of Part 1, "Losses" means losses, liabilities, damages, penalties, claims, actions, judgments, suits, disbursements, costs or expenses of any nature (including those incurred to a dealer, market or clearing house), taxes, imposts and levies of any kind or nature whatsoever.

10. Entire agreement

This Agreement contains the entire agreement between the parties relating to the subject matter of this Agreement at the effective date of this Agreement to the exclusion of any terms implied by law which may be excluded by contract. So far as permitted by Applicable Regulations and except in the case of fraud, you agree and acknowledge that your only rights and remedies in relation to any representation, warranty or undertaking made or given in connection with this Agreement shall be for breach of the terms of this agreement, to the exclusion of all other rights and remedies (including those arising in tort or arising under statute).

11. Applicable Regulations

Without prejudice to Clause 10 of Part 1 (Entire agreement), if there is any conflict between this Agreement, any Relevant Barclays Group Entity Terms or any Applicable Regulations, we shall be entitled to comply with such Applicable Regulations rather than this Agreement or the Relevant Barclays Group Entity Terms. We may take or omit to take any action we see fit in order to ensure compliance with any such Applicable Regulations and neither us or any member of the Barclays Group or our respective personnel shall be liable as a result of any action or omission taken in good faith by them and acting on your behalf to comply with Applicable Regulations.

12. No waiver

A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

13. Assignment

- 13.1 We may assign our rights under this Agreement, without your prior consent, to any member of the Barclays Group or to a successor pursuant to a merger, consolidation or sale of all or substantially all of our stock or assets or all or a substantial portion of the business to which this Agreement relates.
- 13.2 You may not assign your rights under this Agreement without our prior written consent.

14. Termination

- 14.1 Either party may terminate this Agreement on thirty calendar days' written notice to the other party of such termination.
- 14.2 Notice of termination of this Agreement shall not affect the rights obtained and duties incurred prior to the effective date of such termination.

14.3 Unless separately terminated by you or the Relevant Barclays Group Entity under the Relevant Barclays Group Entity Terms, your separate relationship with the Relevant Barclays Group will continue following termination of this Agreement.

15. Amendments

We may amend the terms of this Agreement at any time. You will be advised of such amendments, and they will be deemed to have been approved by you if we do not receive an objection to the proposed amendments within 10 calendar days of the notification.

16. Third party rights

Other than another member of the Barclays Group, any successor to us and our and their personnel, a person who is not a party to this Agreement shall have no right under Part 10 of the DIFC Contract Law (DIFC Law No. 6 of 2004) to enforce any of its terms.

17. Applicable law and place of jurisdiction

17.1 The provision of services to you by Barclays DIFC, this Agreement and any non-contractual obligations arising out of or in connection with the terms of this Agreement (including the agreement constituted by your acknowledgement of its terms) shall be governed by and construed in accordance with the laws of England and you submit to the exclusive jurisdiction of the Dubai International Financial Centre courts.

17.2 Nothing in the paragraph above shall prevent us, in our absolute discretion, from taking proceedings in any other courts, including the courts of another country which may have jurisdiction or, to the extent permitted by law, from taking concurrent proceedings in a number of jurisdictions.

18. Place of Execution

The place of execution of this Agreement is the DIFC.

19. Immunity from suit

You irrevocably waive to the fullest extent permitted by Applicable Regulations, with respect to you and your revenue and assets (irrespective of their use or intended use) all immunity on the grounds of sovereignty or other similar grounds from (i) suit, (ii) jurisdiction of any courts, (iii) relief by way of injunction, order for specific performance or for recovery of property, (iv) attachment of assets (whether before or after judgment) and (v) execution or enforcement of any judgment to which you or your revenues or assets might otherwise be entitled in any proceedings in the courts of any jurisdiction and irrevocably agree that you will not claim immunity in any proceedings.

20. Partial invalidity

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired.

21. Notices

21.1 Communications may be made by whatever means unless this Agreement or Applicable Regulations require otherwise.

21.2 We may send any written communication to you by hand, first class mail or electronic means (including any means of communication using an electronic or telecommunications system or network, other than verbal communications between individuals, and including the internet or any use of a website's functionality or email communication). In each case communications shall be made in accordance with the communication details last notified to us, and which you shall be responsible for keeping current. Any such written communication shall be deemed received by you, whether actually received by you or not, if we can demonstrate that the correct details were affixed.

21.3 Unless otherwise notified to you from time to time and save as otherwise provided in this Agreement, all written communications from you to us shall be sent to the following address or facsimile number, as applicable:

Address: Barclays Bank PLC (DIFC Branch)

Gate Village, Building 4, Level 4,

DIFC, Dubai PO Box: 506504

Fax: +971 (0)4 362 1083

22. Intellectual property rights

You acknowledge that all intellectual property rights belong to us or our licensors and are protected under Applicable Regulations. All rights not expressly granted are reserved.

Part 2

1 Scope

This Part 2 applies to all services provided by Barclays Bank PLC (DIFC Branch) to you.

2. DIFC Services

We will offer the following corporate banking services (“**DIFC Services**”) to you on the terms set out in this Agreement (we will not offer services other than those detailed below or otherwise notified to you in writing):

- 2.1 Arranging services in respect of your relationship with a Relevant Barclays Group Entity where your Account(s) are held and corporate banking arrangements transacted. Such relationship management services shall specifically include:
 - (i) to promote and market corporate banking products;
 - (ii) to provide general day to day coordination and support in respect of your relationship with Barclays corporate banking;
 - (iii) to arrange for provision of corporate banking services and execution of corporate banking facilities;
 - (iv) to transmit any other instructions or orders in relation to the Account and corporate banking facilities including, without limitation, instructions with respect to Credit Facilities, FX or other trade and working capital arrangements;
 - (v) to obtain from you and from the Relevant Barclays Group Entity information and records to allow us to provide the services set out at paragraph 2.1 and the Relevant Barclays Group Entity to provide its services to you, and to retain such information and records at our location; and
 - (vi) to advise you on Credit Facilities, as defined by the DFSA
- 2.2 Providing such other services as we are authorised to offer to you in or from the DIFC from time to time.
- 2.3 The DIFC Services will be provided by our employees based in the DIFC.
- 2.4 Barclays DIFC does not execute Transactions, hold or control Investments or deposits or Provide Custody on behalf of its clients. Accordingly, the rules and protections conferred by the Safe Custody Provisions in respect of an Authorised Firm which Provides Custody or controls Client Investments shall not apply.
- 2.5 Barclays DIFC is subject to the DFSA Rules and applicable law and regulation and therefore subject to certain restrictions on activity which may be undertaken including restrictions on certain activity relating to UAE Dirham.
- 2.6 In respect of your arrangements with each Relevant Barclays Group Entity:
 - 2.6.1 The provision of services to you by such Relevant Barclays Group Entity will be subject to the Relevant Barclays Group Entity Terms which will specify the rights and obligations between you and the Relevant Barclays Group Entity. Any dispute between you and the Relevant Barclays Group Entity will be subject to the jurisdiction of the courts in that location or as otherwise specified in the Relevant Barclays Group Entity Terms;
 - 2.6.2 The Relevant Barclays Group Entity will be regulated by a regulator in the jurisdiction of the Relevant Barclays Group Entity rather than the DFSA. Accordingly, the services provided by the Relevant Barclays Group Entity may not be subject to the oversight or jurisdiction of the DFSA;
 - 2.6.3 Barclays DIFC is not liable for the acts or omissions of the Relevant Barclays Group Entity and the Relevant Barclays Group Entity is not liable for the acts or omissions of Barclays DIFC; and
 - 2.6.4 Barclays DIFC and/or its representatives are not agents or representatives of the Relevant Barclays Group Entity unless we notify you otherwise in relation to a specific product or service.
- 2.7 This Agreement will not apply to the services of any other business division or unit of Barclays Bank PLC (DIFC Branch), such as the Investment Bank or Private Bank divisions.
- 2.8 You authorise us to transmit messages and orders/instructions (including orders/instructions given verbally, by telephone or through any other means permitted by this Agreement) addressed to the Relevant Barclays Group Entity and agree that the Relevant Barclays Group Entity may also communicate orally, in writing, or by any other means of communication with you through us.

3. Business Hours and Working Days

You acknowledge that for all services contemplated by this Agreement:

- a) The working days, public holidays and time zones applicable will be the working days, public holidays and time zones applicable in the DIFC.
- b) Our usual business hours in the DIFC are Sunday to Thursday 9am – 5pm and our offices are not open on a Friday or Saturday or on any public holiday in the DIFC.
- c) There may be different business hours, public holidays and time zones in the location of each Relevant Barclays Group Entity which may impact upon the services you receive.
- d) References to a time of the day are references to the time in the UAE.
- e) References to “**calendar**” shall be the Gregorian calendar.

4. Representations and warranties

You represent and warrant to us as at the effective date of this Agreement and as of the date of each transaction between you and a member of the Barclays Group which is subject to this Agreement (each, a “**Transaction**”) that:

- 4.1 you have full capacity to enter into this Agreement and all Transactions and have taken and will take all necessary corporate and other action to authorise you to enter into and perform your obligations under this Agreement and under all Transactions;
- 4.2 you have obtained and will maintain all necessary authority, powers, consents, licences and authorisations and have taken all necessary action to lawfully enter into, and meet any obligations incurred in connection with this Agreement and each Transaction;
- 4.3 by entering into and performing the Transactions you will not violate any Applicable Regulation;
- 4.4 this Agreement and each Transaction are your valid and binding obligations enforceable against you in accordance with their terms, subject only to rules of bankruptcy and other Applicable Regulations of mandatory application and applicable principles of equity; and
- 4.5 any information which you provide or have provided to us in respect of your financial position, domicile or other matters is accurate and not misleading in any material respect.

Appendix

Classification as a Market Counterparty and differences in DFSA Protections

Where we classify you as a Market Counterparty, you will be entitled to fewer protections under the DFSA Rules than you would be entitled to as a Professional Client. In particular, and in addition to the above:

- (i) it is not mandatory for Barclays DIFC to provide the client with a Client Agreement (for example, terms of business) containing certain key information, such as details of fees, costs and charges, before a client may be offered financial services;
- (ii) it is not required for Barclays DIFC to assess the suitability of a product or service that we provide to the client, but we can assume that the client has the expertise to choose the most appropriate product or service for itself; and
- (iii) it is not required for Barclays DIFC to have complaints handling and dispute resolution policies and procedures for Market Counterparties.

This Appendix is provided for information purposes only based on information available as at the date it is made available only. Barclays DIFC is not licensed to provide legal or regulatory advice. It is your responsibility, seeking external advice as appropriate, to consider whether you wish to be categorised as a Market Counterparty or Professional Client.