

First Abu Dhabi Bank PJSC

General Terms and Conditions for Islamic Accounts

1 Regulatory status

First Abu Dhabi Bank PJSC (the "**Bank**") is licensed and regulated by the Central Bank of the UAE. Its registered office address is P.O. Box 6316, Abu Dhabi, UAE.

2 Customer's Relationship with the Bank

- 2.1 The following terms and conditions, as amended from time to time (the "**General Conditions**"), govern the relationship between the Bank and a natural or juristic person (the "**Customer**") requesting the provision of an Islamic Account or any Islamic Services offered by the Bank.
- 2.2 Definitions of capitalised terms used in the Relevant Islamic Conditions are set out in the Glossary. Where such terms are used elsewhere by the Bank throughout any of its documentation, agreements or on its website, they shall have the meanings set out in the Glossary unless given a different meaning in the context in which they are used.
- 2.3 References to the "**General Conditions**" throughout the Bank's documentation, including Requests, application forms, account mandates, advertisements, notices, brochures, schedules, agreements or such other documents, are references to these General Conditions.
- 2.4 These General Conditions constitute an integral part of the Bank's Shari'ah compliant agreement to open an Islamic Account or provide any Islamic Service to the Customer and apply, unless expressly excluded, to all Islamic Accounts or Islamic Services made available to the Customer.
- 2.5 The legal and contractual relationship between the Bank and the Customer is determined by the Relevant Islamic Conditions, a Request, the Schedule of Charges, any guidelines issued by the Bank and any other agreement or document specified by the Bank for this purpose.
- 2.6 If there is any conflict or inconsistency between these General Conditions and any Specific Islamic Conditions, the Specific Islamic Conditions shall prevail to the extent of that conflict or inconsistency and in relation to the particular Islamic Service.
- 2.7 By opening an Islamic Account, submitting or countersigning a Request or otherwise making use of an Islamic Service, the Customer is deemed to have read and understood the Relevant Islamic Conditions and agrees to be bound by them.

3 Application for an Islamic Service

- 3.1 The availability, eligibility criteria and applicable conditions in relation to any Islamic Service are subject to the Bank's determination and applicable laws. The Bank may, at any time, modify an Islamic Service or convert an Islamic Account into a different category or type of Islamic Account for whatever reason.
- 3.2 All Islamic Services offered by the Bank are offered at the Bank's sole and absolute discretion. The Bank reserves the right, at any time, without liability, or penalty, to refuse to provide or continue to provide any Islamic Service. Where permitted by applicable law, the Bank shall endeavour to provide its reasons for any such refusal or discontinuation.

- 3.3 Any Islamic Service made available to the Customer is personal to the Customer. The Customer must immediately notify the Bank if it is not the ultimate beneficiary (being the person that stands to gain the commercial or economic benefit and/or bears the commercial or economic risk) of, or the ultimate originator of any instruction relating to, any Islamic Service, even if such circumstances are only the case for a one-off transaction.

4 Representations and Warranties

- 4.1 By opening an Islamic Account, submitting or countersigning a Request, agreeing to any Relevant Islamic Conditions or a Security Document or otherwise making use of an Islamic Service, each Relevant Party represents and warrants to the Bank that (each a “**General Islamic Representation**”):
- (a) (if any Relevant Party is a juristic person) that Relevant Party is duly organised and in good standing in every jurisdiction in which it is required to be and has the power to own its assets and carry on its business as it is being conducted;
 - (b) the obligations assumed by each Relevant Party pursuant to the Relevant Islamic Conditions are that Relevant Party’s legal, valid and binding obligations and the performance of those obligations and the provision of any Islamic Services does not violate or breach any applicable law, contract or other requirement to which that Relevant Party or any of that Relevant Party’s assets is subject (including (if any Relevant Party is a juristic person) that Relevant Party’s constitutional documents);
 - (c) (if any Relevant Party is a juristic person) that Relevant Party has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Relevant Islamic Conditions and the transactions contemplated by the Relevant Islamic Conditions;
 - (d) that Relevant Party has obtained (and maintains in full force and effect) all Authorisations or instructions required in relation to the Relevant Islamic Conditions (including to enable that Relevant Party lawfully to enter into, exercise its rights and comply with its obligations in the Relevant Islamic Conditions and (if any Relevant Party is a juristic person) to make the Relevant Islamic Conditions admissible in evidence in its jurisdiction of incorporation);
 - (e) all information furnished to the Bank by any Relevant Party or on any Relevant Party’s behalf is, as of the date that information is provided, true, accurate and complete in every material respect and is not misleading;
 - (f) no Relevant Party is the subject of any economic, financial or trade sanction or embargo administered or enforced by any relevant authority, or located, incorporated, organised, existing or resident in a country or territory that is the subject of any economic, financial or trade sanction or embargo;
 - (g) no event or circumstance is outstanding which constitutes a default under any agreement or instrument which is binding on any Relevant Party or to which any Relevant Party’s assets are subject;
 - (h) each Relevant Party’s payment obligations under the Relevant Islamic Conditions rank at least pari passu with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law and (if any Relevant Party is a juristic person) applying to companies generally;

- (i) no litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency have (to the best of any Relevant Party's knowledge and belief) been started or threatened against any Relevant Party which are reasonably likely to be adversely determined and, if so determined, are reasonably likely to have a Material Adverse Effect;
- (j) no Relevant Party is bankrupt, insolvent or otherwise experiencing financial difficulties;
- (k) no legal proceedings, action (including (if any Relevant Party is a juristic person) corporate action) or other procedures or steps have been taken, initiated or (to the best of any Relevant Party's knowledge and belief) are threatened against any Relevant Party in relation to any Relevant Party's bankruptcy or (if any Relevant Party is a juristic person) winding up, dissolution, administration, re-organisation, composition, compromise, assignment or arrangement with any of its creditor or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer over its assets or revenues and the entry into and performance by any Relevant Party of its obligations under the Relevant Islamic Conditions will not cause any of the aforementioned procedures or steps to occur;
- (l) (if any Relevant Party is a juristic person):
 - (i) its latest financial statements were prepared in accordance with GAAP consistently applied;
 - (ii) its latest financial statements fairly represent its financial condition and operations during the relevant financial year; and
 - (iii) there has been no material adverse change in its business or financial condition since the date on which that Relevant Party's last financial statements were prepared;
- (m) no Relevant Party has order for insolvency issued against it nor are there any judgments, decrees or orders against any Relevant Party as a debtor;
- (n) no Relevant Party has breached any law or regulation which breach has or is reasonably likely to have a Material Adverse Effect;
- (o) no labour disputes are current or (to the best of its knowledge and belief (having made due and careful enquiry)) threatened against any Relevant Party which has or is reasonably likely to have a Material Adverse Effect;
- (p) each Relevant Party has carefully reviewed and understands all information (if any) provided by the Bank as well as the terms, conditions and risks associated with any Islamic Service provided by the Bank;
- (q) no Relevant Party is relying on any representation, statement or other information provided by the Bank as legal, regulatory, tax, Shari'ah compliance or accounting advice, and each Relevant Party has been advised by the Bank to obtain (and has obtained), where appropriate, independent legal, regulatory, tax, Shari'ah compliance and accounting advice;
- (r) each Relevant Party has assessed the Relevant Islamic Conditions and shall, to the extent required, seek independent Shari'ah advice on them;
- (s) each Relevant Party further agrees that each Islamic Account and/or Islamic Service granted or to be granted are in conformity with Shari'ah principles and confirm that no Relevant Party has or will raise any objection that any Islamic Account and/or any Islamic Service are not Shari'ah-compliant;

- (t) in all dealings between any Relevant Party and the Bank, each Relevant Party is acting as principal and not as agent on behalf of any third party; and
 - (u) no Relevant Party will use any Islamic Services and/or any Islamic Account for any purpose which may violate the principle of Shari'ah or applicable law.
- 4.2 Each representation or warranty specified in any Specific Islamic Conditions in relation to any Islamic Service shall be a Specific Islamic Representation in relation to that Islamic Service (a “**Specific Islamic Representation**”).
- 4.3 Each of the Islamic Representations are deemed to be repeated on each day throughout the period during which an Islamic Account is open or the Bank provides an Islamic Service to the Customer until the Bank has confirmed that all of the Liabilities have been irrevocably discharged in full.
- 4.4 Each Relevant Party acknowledges that the Bank has relied on the Islamic Representations in entering into any Relevant Islamic Conditions with that Relevant Party.
- 4.5 If any Islamic Representation is or becomes untrue at any time, each Relevant Party must notify the Bank immediately.

5 General Islamic Account Conditions

- 5.1 One or more Islamic Accounts may be opened by the Customer, subject to the Relevant Islamic Conditions. Furthermore, the Bank may require that a specific Islamic Account is opened by the Customer in order to make available a particular Islamic Service. Subject to the Bank's right to combine and consolidate Islamic Accounts, each Islamic Account may be subject to different eligibility criteria and conditions. As a result, the Customer may be required to meet certain obligations (such as minimum balance requirements or margin calls) on one Islamic Account despite the availability of a credit balance on another Islamic Account.
- 5.2 The Customer shall submit to the Bank all forms, documents and evidence relating to the opening of an Islamic Account that the Bank may require, in form and substance satisfactory to the Bank. If the Bank refuses to open an Islamic Account and where permitted by applicable law, the Bank shall endeavour to provide its reasons for any such refusal.
- 5.3 The Customer must inform the Bank of any change in the information provided by any Relevant Party at the time of opening an Islamic Account or providing any Islamic Service or any other customer identification or due diligence documentation previously delivered to the Bank (including any changes to that Relevant Party's name, identification documents, address, telephone numbers and (if a juristic person) any constitutional documents, shareholding structure, beneficial ownership and the powers of any Authorised Signatories). The Customer must provide the Bank with any additional forms, documents and other evidence relating to such changes as the Bank may request, in form and substance satisfactory to the Bank. Any changes shall only be effective when actually received and accepted by the Bank.
- 5.4 The Customer must (where it is a natural person) promptly inform the Bank if:
- (a) the Customer becomes unemployed or loses the primary source of the Customer's income; and
 - (b) the Customer has lost or will shortly lose residency status in the UAE.

- 5.5 The Bank may require the Customer to maintain a minimum balance in any Islamic Account as may be determined by the Bank and notified to the Customer from time to time. The amount of, and method of calculation of, such minimum balance shall be determined by the Bank and may vary depending on the type of Islamic Account, which details shall be notified to the Customer. The Bank may impose a fee or otherwise decline to process any instruction if the Customer does not meet such minimum balance requirement.
- 5.6 The Bank reserves the right (and the Customer authorises the Bank) to debit any Islamic Account (and in case of insufficient balance, to overdraw the Islamic Account) in case the Bank credits any funds to an Islamic Account of the Customer due to computer system error, technical error or malfunction, human error, clearing system error, fraud by the Customer or a third party or any other reason, in each case without any liability.
- 5.7 The Bank may allocate an identification number to the Customer and/or an Islamic Account number to an Islamic Account of the Customer. Such identification numbers remain the property of the Bank and the Bank shall have the right to modify or change such numbers at any time.

6 Dormant Islamic Accounts

- 6.1 The Bank is entitled to consider a Customer's Islamic Account as dormant if no debit or credit transactions (other than those initiated by the Bank) have been initiated on such Islamic Account for a period specified by the Bank from time to time and the Customer's Islamic Account meets the conditions for dormancy in accordance with applicable law. The Bank will notify the Customer of its decision to consider an Islamic Account as dormant.
- 6.2 If no response is received from the Customer, the Bank may be obliged to inform the competent authorities, including the Central Bank of the UAE, of its decision to consider the Islamic Account as dormant.
- 6.3 If an Islamic Account is designated as a dormant Islamic Account, the Bank may be obliged by applicable law to change the correspondence address in relation to that Islamic Account and (notwithstanding any term to the contrary in any Specific Islamic Conditions) applicable to that Islamic Account, stop any account statements in relation to such dormant Islamic Account.
- 6.4 In certain circumstances, the Bank may be obliged to transfer amounts standing to the credit of a dormant Islamic Account or other unclaimed balances to a dormant account ledger maintained by the Bank or the Central Bank of the UAE. In such circumstances, amounts and balances transferred will not generate any profit payments (where applicable) by the Bank or the Central Bank of the UAE. The Central Bank of the UAE assumes no responsibility to the Customer as a result of such transfer (including in relation to any claims for returns or profits).
- 6.5 The Customer may re-activate a dormant Islamic Account by submitting a Request to the Bank.
- 6.6 Until the re-activation of a dormant Islamic Account, no transactions on that Islamic Account will be processed, other than credit transactions.

7 Islamic Joint Account

- 7.1 An Islamic Joint Account is an Islamic Account that is opened in the name of two or more natural persons or two or more juristic persons.
- 7.2 The operation of an Islamic Joint Account shall be subject to the relevant Islamic Account mandate applicable to that Islamic Joint Account. Unless expressly agreed otherwise in the relevant Islamic

Account mandate, the opening and operation of the Islamic Joint Account shall require the signature of each Islamic Account holder or an Authorised Signatory of such Islamic Account holder.

- 7.3 Each Islamic Account holder of an Islamic Joint Account shall be jointly and severally liable to the Bank for payment and satisfaction of all Liabilities owing or incurred under the Islamic Joint Account. The liability of any one of the Islamic Joint Account holders shall not be discharged or affected in any way by:
- (a) the invalidity, voidability, or unenforceability of any obligation owed to, or guarantee or Transaction Security granted in favour of, the Bank in relation to the Islamic Joint Account;
 - (b) the release of or making of any other arrangement with any other Islamic Joint Account holder or third party; or
 - (c) the amendment or extension of any Liabilities owing or incurred under the Islamic Joint Account.
- 7.4 The Bank shall be entitled to apply any credit balance on an Islamic Joint Account in satisfaction of any Liabilities due from all or any one of the Islamic Joint Account holders.
- 7.5 In the event of the death, loss of legal capacity, dissolution, bankruptcy or insolvency or occurrence of any similar event affecting an Islamic Joint Account holder, each other Islamic Joint Account holder shall notify the Bank no later than 10 days of the occurrence of such event. Upon receipt of such written notice or the Bank otherwise becoming aware of such event, Clause 30 31 (*Death, Loss of Legal Capacity or Insolvency*) shall apply to the Islamic Joint Account.

8 Shari'ah Compliant Contracts

- 8.1 Depending on the type of Islamic Account, a deposit can be made on the basis of *Qard Hasn*, *Mudarabah* or *Wakalah* structures.
- 8.2 For any Islamic Account based on *Qard Hasn*, the Bank undertakes to pay to the Customer any amounts standing to the credit of such Islamic Account in full. The Bank may invest all amounts standing to the credit of such Islamic Account in compliance with Shari'ah principles in such manner as the Bank, in its absolute discretion, deems fit. Any revenue, or profit gained from such investment belongs solely to the Bank.
- 8.3 For any Islamic Account based on *Mudarabah*, the Bank, as *Mudarib*, accepts deposits from the Customer, as *Rabb al Mal*, and places them into a pooled investment fund. The money pooled in such investment fund is then invested, in accordance with the principles of Shari'ah into a portfolio of the Bank's assets. The profit from the investment is tied to the performance of such assets. The profit generated from the investment will be distributed between the Bank and the Customer based on an agreed profit sharing ratio stipulated in the applicable Specific Islamic Conditions. In accordance with *Mudarabah* principles, all investment risks, including any financial Losses arising from the investment (but excluding any Losses resulting from the Bank's gross negligence, wilful misconduct or breach of the Relevant Islamic Conditions) shall be borne solely by the Customer. The Bank may from time to time and in its absolute discretion, grant a *Hibah* (gift or bonus) in monetary or any other form to the Customer.
- 8.4 For any Islamic Account based on *Wakalah*, the Customer agrees that the Bank, as *Wakeel*, shall invest the money deposited in the Islamic Account in Shari'ah compliant transactions on an unrestricted *Wakalah* basis to generate an anticipated profit. The Bank and the Customer shall agree on an anticipated profit rate at the inception of the relevant investment as specified in the applicable

Specific Islamic Conditions. The Bank (as *Wakeel*) shall pay profit to the Customer based on the anticipated profit rate if the actual profit rate is equal to the anticipated profit rate. If the actual profit rate exceeds the anticipated profit rate, the Customer shall grant the excess amount to the Bank as an incentive. If the actual profit rate is less than the anticipated profit rate, the Bank shall pay the Customer profit based on the actual profit rate. In accordance with *Wakalah* principles, all investment risks, including any financial Losses arising from the investment (but excluding any Losses resulting from the Bank's gross negligence, wilful misconduct or breach of the Relevant Islamic Conditions) shall be borne solely by the Customer.

9 Islamic Current Account

- 9.1 An Islamic Current Account is a day-to-day transactional cash deposit Islamic Account into which cash deposits and from which cash withdrawals are permitted. Islamic Current Accounts are offered on the basis of *Qard Hasn*.
- 9.2 Credit balances on an Islamic Current Account shall not bear any profit.
- 9.3 Islamic Current Accounts may only be opened and maintained by residents of the UAE. If the Bank has reason to believe that the Customer is not or may no longer be a resident of the UAE, the Bank may freeze or block the Islamic Current Account. The Customer may, subject to satisfying any relevant conditions, convert such Islamic Current Account into a type of Islamic Account that the Bank determines is appropriate in the circumstances. If the Customer does not convert the Islamic Current Account within the time period prescribed by the Bank, the Bank may either convert the Islamic Current Account into an Islamic Account that the Bank considers appropriate or close the Islamic Account and transfer any available credit balances to the Customer in any manner that the Bank considers fit.
- 9.4 The Bank may issue a cheque book (at the Customer's expense) in relation to an Islamic Current Account. If issued, a cheque book shall be sent by mail or courier to the Customer's address registered with the Bank, at the Customer's absolute responsibility and risk and without liability on the Bank. Upon the request of the Customer, the Bank may make the cheque book available for physical collection by the Customer at a specified branch of the Bank.
- 9.5 In the event of an Islamic Current Account being closed, the Customer must immediately return to the Bank all unused cheques in relation to that Islamic Current Account.

10 Islamic Call Account

- 10.1 An Islamic Call Account is a cash deposit Islamic Account into which cash deposits are permitted and from which cash withdrawals are permitted. Islamic Call Accounts are offered on the basis of *Qard Hasn* or *Wakalah*.
- 10.2 Credit balances on Islamic Call Accounts based on *Qard Hasn* shall not bear any profit. Credit balances on Islamic Call Accounts based on *Wakalah* shall bear profit at the rate (and be calculated in the manner) specified in the applicable Specific Islamic Conditions.

11 Islamic Savings Account

- 11.1 An Islamic Savings Account is a cash deposit Islamic Account into which cash deposits are permitted and from which cash withdrawals are permitted subject to certain conditions. Islamic Savings Accounts are offered on the basis of *Mudarabah*.
- 11.2 Credit balances on an Islamic Savings Account shall bear profit at the rate (and be calculated in the manner) specified in the applicable Specific Islamic Conditions.

12 Islamic Investment Account (term deposit)

- 12.1 An Islamic Investment Account is a cash deposit Islamic Account made for a duration of time that is agreed between the Bank and the Customer. Islamic Investment Accounts are offered on the basis of *Mudarabah* or *Wakalah*.
- 12.2 The investment in an Islamic Investment Account shall bear profit at the rate (and be calculated in the manner) specified in the applicable Specific Islamic Conditions.
- 12.3 Withdrawals of all or any part of an investment prior to the agreed maturity date are subject to such conditions as determined by the Bank. The Customer acknowledges and accepts that any early withdrawal of an investment may result in the profit rate and the investment proceeds being adjusted. In the event any profit has been paid upfront to the Customer, the Bank shall have the right to recover such profit.

13 Other Islamic Accounts

The Bank may make available other types of Islamic Accounts for specific purposes which will be subject to the Relevant Islamic Conditions.

14 Customer's Instructions

- 14.1 The Bank may act on any instruction (in any format and sent or received via any channel acceptable to the Bank) in relation to any Islamic Account or Islamic Service provided by ~~Party~~ the Customer and is authorised to debit an Islamic Account of the Customer if it reasonably believes such instructions have been given by the Customer or its Authorised Signatory. The Bank has no obligation to verify the authenticity or validity of any instructions. If the Bank doubts the clarity, authenticity or validity of any instruction, it may delay or refuse to carry out such instruction until confirmed by the Customer. Any instruction that has been verified by a Security Code shall be considered conclusively to have been given by the Customer or its Authorised Signatory.
- 14.2 The Customer must always ensure the availability of sufficient funds in an Islamic Account or other arrangements with the Bank in order to meet any instruction issued by the Customer.
- 14.3 The Bank has no obligation to process or act on an instruction or to accept a cheque or any other similar payment instrument if, in its absolute opinion, acting on such instructions may result in a breach of any applicable law or any economic, financial or trade sanctions or embargo or the Bank's internal policies or procedures.
- 14.4 The Bank shall not be obliged to process any instruction until it has received all such information as it requires from the Customer.
- 14.5 The Customer is responsible for the accuracy of all of the Customer's instructions the Bank. Neither the Bank nor any of its Delegates shall be liable for any error, omissions, mutilation, interruption or delay occurring in the transmission of such instructions.
- 14.6 All instructions received by the Bank shall be subject to cut-off times and daily limits prescribed by the Bank from time to time.
- 14.7 Once the Customer submits an instruction, the Customer acknowledges that the Bank may not, in certain circumstances, be able to process a request for the cancellation, reversal, stop payment or amendment of any previous instruction. However, if Customer's request to cancel, reverse, stop payment or amend a previous instruction is received by the Bank in reasonable time and in compliance with applicable law, the Bank's requirements and the Relevant Islamic Conditions, the Bank shall use its reasonable endeavours to comply with such request.

15 Overdraft

- 15.1 The Customer shall not overdraw any Islamic Account without the Bank's prior written consent. The Bank may, on request, allow an Islamic Account to be temporarily overdrawn. Any overdrawn amount shall be provided on the basis of *Qard Hasn*.
- 15.2 Notwithstanding the above, the Customer agrees that the Bank shall be entitled to debit any Islamic Account with the amount of any fees, charges, actual costs or expenses due to the Bank, any cheques, bills of exchange, promissory notes, orders for payment drawn or Islamic Debit Card transactions accepted or made by the Customer and to carry out any instructions relating to the Islamic Account even if doing so may cause the Islamic Account to be overdrawn or any overdraft to be increased.
- 15.3 If the Bank allows an Islamic Account to be overdrawn, for any reason, such amount overdrawn, will be payable immediately upon demand by the Bank.
- 15.4 Without prejudice to the generality of the above, the Bank is not obliged to permit an overdraft on any Islamic Account to occur or continue.

16 Islamic Debit Cards

- 16.1 The Bank may, upon request by the Customer, issue an Islamic Debit Card to the Customer for the purpose of purchasing goods or services either through a retailer, through the internet, by telephone or by any other means with or without the physical presence of the Islamic Debit Card, or to effect withdrawals, transfers or direct debits using automated teller machines.
- 16.2 The Bank may also require an Islamic Debit Card to be used to facilitate or authenticate the Customer's identity or instruction whether initiated from an automated teller machine, at the Bank's branches, through Electronic Banking Services or otherwise.
- 16.3 If the Islamic Debit Card is not activated in the manner or within the period prescribed by the Bank, the Bank may cancel the Islamic Debit Card. Any new Islamic Debit Card requested by the Customer shall be issued at the expense of the Customer.
- 16.4 The Bank may allow the Customer to use the Islamic Debit Card to purchase goods and services by any channel or mode of communication permitted by the Bank, including through the use of the Bank's interactive voice response channel and the internet.
- 16.5 The Customer shall only utilise the Islamic Debit Card for transactions which are compliant with the principles of Shari'ah and legally acceptable in the UAE and the country in which the Islamic Debit Card is utilised. The Bank reserves the right to reject any transaction which it believes may cause a breach of this Clause.
- 16.6 The Customer must ensure the safe and proper custody of the Islamic Debit Card. The Customer must take the maximum care to prevent the Islamic Debit Card from being lost or stolen. The Customer undertakes not to pass possession of the Islamic Debit Card to any other person. The Customer must promptly notify the Bank and the relevant authorities in case an Islamic Debit Card is lost or stolen. Unless and until the Bank has received that notification, the Customer shall be

responsible for any transaction which has been processed on the Islamic Debit Card- (unless otherwise provided under applicable law).

- 16.7 The Customer shall keep all Security Codes issued in relation to an Islamic Debit Card confidential in accordance with the requirements of Clause 22 (*Security Codes*).
- 16.8 The Customer shall not utilise an Islamic Debit Card in a manner which may permit alteration, fraud or forgery.
- 16.9 The Customer shall pay any and all charges imposed by the Bank for all transactions effected on the Islamic Debit Card whether locally or abroad. Any Islamic Debit Card transaction made in a currency other than dirhams will be converted into dirhams by the Bank at the Bank's spot exchange rate prevailing at the time the relevant foreign currency transaction is debited from the Islamic Debit Card.
- 16.10 The Bank is entitled to debit any Islamic Account with the total amount plus any fees and charges (where applicable) in relation to any cash withdrawals, transfers, direct debits and payments for goods and services or any other transactions made using the Islamic Debit Card.
- 16.11 A supplementary Islamic Debit Card may be issued in the name of a person nominated by the Customer and approved by the Bank. All supplementary Islamic Debit Cards shall be treated in the same manner as an Islamic Debit Card issued in the name of the Customer and all transactions effected on any supplementary Islamic Debit Card issued by the Bank shall be the sole responsibility of the Customer and shall be subject to the Relevant Islamic Conditions.
- 16.12 All Islamic Debit Card transactions will be subject to maximum daily restrictions on the number of transactions conducted on an Islamic Debit Card as well as the value of such transactions (whether individually or in aggregate) and any other conditions as the Bank may deem appropriate.
- 16.13 The Islamic Debit Card shall remain the property of the Bank at all times and the Bank may cancel or suspend usage of the Islamic Debit Card or request the Islamic Debit Card to be returned to the Bank. If the Islamic Debit Card is cancelled, expired, replaced or all Islamic Accounts are closed for any reason, the Customer shall promptly return the Islamic Debit Card to the Bank or destroy it.
- 16.14 Notwithstanding the cancellation, suspension, expiry, replacement or return of the Islamic Debit Card, the Customer shall remain liable for any Liabilities incurred in respect of the Islamic Debit Card prior to the date of such cancellation, suspension, expiry, replacement or return.

17 Cheque Issuance

- 17.1 The Customer must ensure the safe and proper custody of cheque books at all times. The Customer must promptly notify the Bank and the relevant authorities in case a cheque book or any cheque is lost or stolen. Unless and until the Bank has received such notification, the Customer shall be responsible for any cheque drawn on any Islamic Current Account.
- 17.2 The Customer shall not write cheques in a manner which allows such cheque to be easily altered or forged.
- 17.3 The Bank is entitled to debit any Islamic Current Account with the amount of any cheques written by the Customer. Digital images or electronic representations of cheques may be made or captured and used by financial institutions, including the Bank, involved in the exchange and clearance

of cheques in the UAE. As such, original cheques may be destroyed and will not be returned to the Customer. The Bank is entitled to act on any such image or representation for all purposes as if it were an original cheque.

- 17.4 The Customer is obliged to ensure that the total amount of cheques that the Customer has written on any Islamic Current Account do not, at any time, exceed the credit balance available in such Islamic Current Account. The Bank is entitled (but not obliged) to refuse to honour any cheques drawn against an insufficient credit balance on any Islamic Current Account.
- 17.5 The Bank shall be entitled to impose charges on cheques which are returned unpaid. If cheques are returned due to insufficient funds in any Islamic Current Account, the Bank may close the relevant Islamic Current Account, collect from the Customer any unused cheques and report the name of the Customer and returned cheque details to the Central Bank of the UAE, the Etihad Credit Bureau or any other competent authority without any notice to the Customer or any liability on the Bank.
- 17.6 The Customer agrees that any instructions to stop payment of any cheque shall only be accepted in accordance with applicable law and the Bank's policy. In accordance with applicable law, the Bank will not accept a stop payment of any cheque other than where such cheque has been lost, stolen or upon the bankruptcy of the bearer. The Customer accepts that the Bank has no liability if it fails to comply with the Customer's instructions or for any consequences and cost (including legal fees and penalties) which may arise out of the Bank's compliance with such instructions.
- 17.7 The Bank reserves the right to refuse to honour any cheque which does not meet the requirements of the Bank, the Central Bank of the UAE or any applicable laws or for any other reason permitted by applicable law.
- 17.8 The Bank may, but is not obliged to, honour any cheque presented more than six months after the date of its issue.

18 Cheque and Other Instruments for Collection

- 18.1 The Bank may accept cheques or other similar payment instruments for deposit ~~to~~ into an Islamic Account if such cheques or payment instruments are made out in the Customer's favour or otherwise endorsed to the Customer's order. In receiving cheques or other similar payment instruments for collection, the Bank (together with any Delegate) acts merely as the Customer's collecting agent and assumes no responsibility for the realisation of such cheques or instruments. In the event of non-acceptance or non-settlement of an instrument, the Bank shall notify the Customer of such non-acceptance or non-settlement of the instrument. The Bank shall be under no obligation to notify or take any action against any other party.
- 18.2 The Customer agrees that the proceeds of any cheques or other payment instruments shall not be available for withdrawal until actually received and cleared by the Bank. Without prejudice and in addition to any of the Bank's rights under applicable law, if the payment of the amount of any cheque or other similar payment instrument drawn in favour of the Customer is not received by the Bank, such amount, if previously credited to an Islamic Account may, without further notice to the Customer, be debited from an Islamic Account (whether or not the cheque itself can be returned) and/or the Customer shall promptly pay such amount within three days of the Bank's demand.
- 18.3 All cheques or other similar payment instruments deposited for collection are accepted by the Bank on the condition that the Customer assumes full responsibility for the genuineness, validity and correctness of the endorsements and signatures appearing thereon. The Bank's service as collection agent is provided at the Customer's risk and the Bank shall not be liable for the delay or loss in transit of the cheque or other similar payment instrument.

- 18.4 If the Bank determines that a cheque or other similar payment instrument that has been accepted by the Bank for deposit into an Islamic Account was fraudulent, the Bank reserves the right and the Customer authorises the Bank to debit an Islamic Account (and in case of an insufficient balance, to overdraw an Islamic Account) for an amount up to and including the value of such cheque or other similar payment instrument, without any liability.

19 Banker's Draft

- 19.1 The Customer may request that the Bank issue a banker's draft payable to the order of a named beneficiary. The Bank is authorised to debit an Islamic Account with the amount of any banker's draft requested by the Customer.
- 19.2 When issued, a banker's draft must be presented for payment within one year of the date of issue. If a banker's draft is not presented for payment within one year from the date of issue, the Bank shall transfer the amount of the banker's draft to an unclaimed balances account maintained by the Bank and notify the Central Bank of the UAE.
- 19.3 Once issued, a banker's draft may only be cancelled at the Bank's discretion. If the Customer wishes to cancel a banker's draft, the original banker's draft must be returned to the Bank prior to cancellation. The Bank shall be entitled to deduct all amounts owing to the Bank in relation to the cancellation of a banker's draft prior to crediting the balance (if any) of the amount of the banker's draft to an Islamic Account.
- 19.4 The Customer must promptly notify the Bank and the relevant authorities if the Customer becomes aware of a banker's draft being lost or stolen. Unless and until the Bank has received such notification, the Customer shall be responsible for any banker's draft presented to the Bank.

20 Statements

- 20.1 The Bank shall provide an account statement to the Customer for each Islamic Account at such intervals as the Bank may decide.
- 20.2 Unless otherwise requested by the Customer, account statements shall be delivered by electronic mail to the Customer's registered electronic mail address in the Bank's records, by encrypted electronic mail through the Bank's Electronic Banking Services or any other electronic means. It is the Customer's responsibility to set up, maintain and regularly review the security arrangements concerning access to and use of the Customer's electronic mail and internet systems. Any account statement delivered electronically will be deemed to constitute an account statement as required by applicable law and shall, for all purposes, satisfy the Bank's obligations to deliver to the Customer an account statement.
- 20.3 In circumstances where the Bank determines it is not reasonably practicable to deliver account statements to the Customer electronically, the Bank may deliver such statements of account in any manner it considers appropriate.
- 20.4 It is the Customer's responsibility to review each account statement (and acknowledge receipt where required by the Bank to do so) and notify the Bank of any discrepancy within 30 days of receiving it, failing which the account statement shall be deemed to be correct (subject to the Bank's right to rectify any error) and accepted by the Customer. The Customer may not thereafter raise any objections to the account statement and the account statements maintained by the Bank as to the status of an Islamic Account shall be conclusive and binding on the Customer.

- 20.5 The Bank shall be entitled to rectify any error in any account statement
- 20.6 It is the Customer's responsibility to notify the Bank if the Customer does not receive an account statement or is otherwise unable to access an account statement within 30 days of the date on which the account statement should have been received or made available to the Customer. The Bank shall not be liable for the Customer's non-receipt or late receipt of account statements.
- 20.7 The Bank may suspend the delivery of account statements if it has grounds for believing that the Customer is not receiving such account statements.

21 Electronic Banking Services

- 21.1 The Bank may provide a Relevant Party with Electronic Banking Services. These Electronic Banking Services are provided at each Relevant Party's own risk. Each Relevant Party agrees to follow any guidelines issued by the Bank regarding safety measures and precautions for the use of such Electronic Banking Services.
- 21.2 In certain circumstances, Electronic Banking Services provided in respect of an Islamic Joint Account may only be provided to one of the Islamic Joint Account holders.
- 21.3 Each Relevant Party acknowledges and agrees that despite the use of Security Codes and other sophisticated security measures, any communication sent to or by the Bank through Electronic Banking Services may not be a secure and confidential means of communication. If the Customer chooses to interact with the Bank in this way, the Customer does so at the Customer's own risk.
- 21.4 It is the Customer's sole responsibility to acquire and maintain suitable and compatible equipment, devices and software required in order to access Electronic Banking Services, including any anti-virus or other security protection for such equipment, device or software. In addition, each Relevant Party will be responsible for the costs charged by the Customer's telephone or electronic communications provider.
- 21.5 Each Relevant Party shall be responsible for the accuracy and authenticity of all information supplied to the Bank by that Relevant Party over the telephone or through electronic means and agrees that the Bank shall not be liable for any consequences arising out of erroneous information supplied by that Relevant Party. No Relevant Party shall allow any person access to any of its electronic devices in a manner that would enable such person to access Electronic Banking Services.
- 21.6 If any Relevant Party loses possession, control or functionality of any of its electronic devices, or has reason to believe that Electronic Banking Services are being accessed by a person other than that Relevant Party, that Relevant Party must immediately notify the Bank, upon which the Bank may block such Electronic Banking Services for such duration and upon such conditions as the Bank shall determine. Unless and until otherwise notified by a Relevant Party, all instructions received by the Bank which are initiated through such Electronic Banking Services shall be deemed to have originated from that Relevant Party, and the Bank shall be entitled to rely on such instructions without any further investigation or enquiry. Each Relevant Party acknowledges and agrees that the Bank may not be able to reverse or nullify any transaction executed based on instructions received prior to that Relevant Party notifying the Bank in accordance with this Clause.
- 21.7 Each Relevant Party agrees that the Electronic Banking Services are provided over or through the internet and that the open and electronic nature of the internet may give rise to virus attacks, errors and Losses and that any transaction effected through Electronic Banking Services is made at that

Relevant Party's own risk and responsibility. The Bank shall not be liable for any Losses suffered by any Relevant Party as a result of using Electronic Banking Services.

- 21.8 Each Relevant Party shall promptly notify the Bank of any changes to its mobile telephone details or telecommunication provider.

22 Security Codes

- 22.1 Each Relevant Party shall keep all Security Codes confidential and shall not disclose or make available such Security Codes to any third party. Each Relevant Party shall exercise due care to prevent any loss, theft or wrongful use of any Security Code.
- 22.2 The Bank shall be under no duty to verify the authenticity of any instructions received from a Relevant Party authenticated through a Security Code in accordance with the applicable procedures of the Bank.
- 22.3 If a Security Code is lost, stolen or has otherwise been intercepted by or revealed to third parties, each Relevant Party shall immediately notify the Bank. Unless and until the Bank has received that notification, each Relevant Party shall be responsible for any instruction or transaction which has been processed through the use of a Security Code.

23 Special Categories of Customers

23.1 Minors

- 23.1.1 The Bank may make Islamic Services available to minors subject to applicable law and the Bank's policy, as amended from time to time.
- 23.1.2 The operation of any Islamic Accounts opened in the name of a minor may only be performed by the legal or court-appointed guardian of such minor until such minor attains the age of majority under applicable law.

23.2 Accessibility

- 23.2.1 The Bank may make Islamic Services available to illiterate Customers subject to applicable law and the Bank's policy, as amended from time to time.
- 23.2.2 The Bank may make Islamic Services available to blind and/or deaf and/or mute Customers subject to applicable law and the Bank's policy, as amended from time to time.

24 Currency of Islamic Account

- 24.1 The Bank may open Islamic Accounts in any currency approved by the Bank.
- 24.2 The currency of an Islamic Account will be determined by the Bank at the time of opening the Islamic Account. All cash withdrawals from an Islamic Account shall be subject to the availability of that currency at the Bank's branches.
- 24.3 Any instructions or transactions on an Islamic Account other than in the currency of the Islamic Account may incur a charge.
- 24.4 Any profit earned or charged on a balance in an Islamic Account shall be payable in the currency of that Islamic Account. Charges or profit rates in respect of foreign currency Islamic Accounts may be positive (in which case profit will be earned on that Islamic Account) or negative (in

which case, the Bank will notify the Customer of any deduction that may be applicable and the basis of the calculation for such deduction).

- 24.5 The Bank may permit a transaction under an Islamic Account held by the Customer in a currency other than the currency of that Islamic Account. The Bank shall, at all times, be entitled to convert any amount in a currency other than the currency of an Islamic Account into the currency of that Islamic Account.
- 24.6 Maintenance of an Islamic Account or carrying out a transaction in a currency other than dirhams shall be at the entire risk of the Customer including risks arising from any restrictions imposed by any governmental or regulatory authority, exchange control or currency fluctuations.
- 24.7 All foreign currency exchange rates shall be at the Bank's spot exchange rates prevailing at the time the relevant foreign currency transaction is effected by the Bank. The Bank reserves the right to charge fees and/or commission on any such conversions.

25 Taxes

- 25.1 Each Relevant Party is solely responsible for that Relevant Party's tax affairs.
- 25.2 Unless expressly provided to the contrary, all amounts expressed to be payable by any Relevant Party are exclusive of any applicable Taxes. The Bank is authorised to debit any Islamic Account with, or otherwise withhold, the amount of any applicable Taxes required to be charged or withheld by the Bank. If any applicable Taxes are paid by the Bank on any Relevant Party's behalf, the Bank shall be entitled to debit that Relevant Party's Islamic Account for any such amount and/or the Customer shall promptly reimburse the Bank for such payment.
- 25.3 The Bank may be required by law or by agreement with applicable tax authorities, to report certain information about any Relevant Party (or, in the case of juristic persons, any Relevant Party's direct and indirect owners or any Relevant Party's trustees and beneficiaries) and any Relevant Party's relationship with the Bank, including information about any Islamic Account and/or any Islamic Services:
- (a) to the tax authorities in the country where the Bank maintains Islamic Accounts, which may then pass that information to the tax authorities in another country where that Relevant Party may be subject to Tax; or
 - (b) directly to the tax authorities in any Relevant Party's country of nationality or residence or other countries where the Bank reasonably determines or is required to presume any Relevant Party is subject to Tax.
- 25.4 Each Relevant Party agrees to provide the Bank with any information (including declarations, certificates, documents, details of any special ruling or treatment applicable to the general nationality or category of person to which any Relevant Party may belong) which the Bank may request (or which may otherwise be required) in relation to any Tax, tax status or other applicable reporting requirements. Each Relevant Party must ensure that (when providing such information to the Bank) it is true and correct in every respect, not misleading in any way, and contains all material information relevant to the subject matter of the request. Should any information previously provided by any Relevant Party become inaccurate or incomplete, each Relevant Party must promptly notify the Bank.

26 Gross-up

- 26.1 All amounts to be paid to the Bank must be paid in the currency specified and without (and free and clear of any deduction for) withholding (including on account of any Tax), set-off or counterclaim.
- 26.2 If any Relevant Party is required by law to deduct an amount on account of Tax from any Liabilities owed to the Bank, that Relevant Party must increase the amount payable to the Bank so that, after any such deduction has been made, the amount received by the Bank is equal to the amount that the Bank would have received had no deduction been required.

27 Rates, Fees and Costs

- 27.1 Each Relevant Party agrees to pay all applicable fees, costs, charges and expenses of the Bank in relation to the provision of an Islamic Service. Details of such fees, actual costs, charges and expenses are set out in the relevant Request and/or the Bank's Schedule of Charges, which is available at the Bank's branches, on the Bank's website or otherwise upon request.

- 27.2 Each Relevant Party is bound to pay such fees, actual costs, charges and expenses at the Bank's prevailing rates at the relevant time.

- 27.3 If any sum due and payable by any Relevant Party is not paid on its due date in accordance with the provisions of the Relevant Islamic Conditions (the balance for the time being an "**Unpaid Amount**"), each Relevant Party irrevocably undertakes and commits to pay a late payment donation amount through and upon the Bank's demand in respect of the Unpaid Amount calculated in accordance with Clause 27.5 (the "**Late Payment Donation Amount**"). Any delay in payment shall be deemed procrastination unless proven otherwise. Any Late Payment Donation Amount accruing under this Clause 27.3 shall be immediately payable by the Relevant Party on demand by the Bank.

- 27.4 The Bank shall distribute the Late Payment Donation Amount (after deducting any costs and expenses incurred by the Bank as consequence of the Relevant Party's failure to comply with any Relevant Islamic Conditions) to such charitable foundations as the Bank may select in its absolute discretion and in all cases under the supervision of the Bank's Internal Shari'ah Supervision Committee.

- 27.5 The Late Payment Donation Amount in respect of an Unpaid Amount for any period relating thereto shall be an amount equal to the result obtained upon application of the formula:

$$A \times B \times N/360$$

where:

"A" is the Unpaid Amount;

"B" is the Late Payment Donation Rate; and

"N" is the number of days in the period beginning on the due date for payment of such Unpaid Amount and ending on the date that a Relevant Party's obligation to pay the same is discharged.

- 27.6 When due, each Relevant Party authorises the Bank to debit any Islamic Account of that Relevant Party with the amount of any applicable fees, actual costs, charges, expenses or commission

set out in the Bank's Schedule of Charges or otherwise specified in any applicable Specific Islamic Conditions.

- 27.7 All amounts paid to the Bank are non-refundable and may not be applied as credit against any other amount due to the Bank.

28 Communication and Delivery

- 28.1 Unless otherwise agreed, any communication to be made or delivered in relation to any Islamic Service shall be made in writing. The Bank is entitled to deliver such communication in any format it deems appropriate (including in paper form or electronically).
- 28.2 Without prejudice to the generality of the above, any communication may be delivered electronically (including through electronic mail or Electronic Banking Services), unless the Bank has prescribed a particular mode of delivery for a particular Islamic Service or communication, in which case, such communication shall not be validly sent or received unless the method of delivery prescribed by the Bank has been followed. Any communication delivered in electronic form shall constitute delivery of such communication "in writing" or in "written" form for the purposes of the Relevant Islamic Conditions and any applicable laws and shall have the same legal effect as if such communication were delivered in paper form, signed by any Relevant Party or the Bank (as applicable). No Relevant Party will challenge the admissibility of any such communication on the grounds that it is made in electronic form.
- 28.3 It is each Relevant Party's responsibility to check all communications sent by the Bank and to keep such communication secure. The Bank provides no assurance that electronic communication is secure or error free and each Relevant Party agrees that any communication transmitted electronically can be intercepted, lost, delayed or be virus infected.
- 28.4 Any communication made by the Bank shall be validly given:
- (a) if made or delivered electronically, when sent to any Relevant Party's electronic mail address, mobile telephone or facsimile number (in each case, as notified by that Relevant Party from time to time to the Bank) or made available through Electronic Banking Services, in each case, in readable form; and
 - (b) in all other cases, five Business Days after being dispatched.
- 28.5 Any communication delivered by any Relevant Party to the Bank shall be validly given only when actually received by the Bank, at the place and in the manner specified by the Bank for such purpose.
- 28.6 It is each Relevant Party's responsibility to provide the Bank at all times with an up-to-date postal address, mobile telephone number and electronic mail address and to notify the Bank of any change of contact information previously provided to the Bank.
- 28.7 Each Relevant Party agrees that all communications sent by the Bank to that Relevant Party and any attachments are confidential to that Relevant Party and that Relevant Party shall delete or otherwise discard any communication sent in error by the Bank or addressed to a recipient other than that Relevant Party.
- 28.8 The Bank is entitled to rely on any communication sent to it by any Relevant Party and is not under any obligation to verify the authenticity or accuracy of any such communication.

- 28.9 Without prejudice to the generality of the above, the Bank may communicate with each Relevant Party by telephone (including mobile phone). Each Relevant Party agrees that telephone conversations with the Bank may be recorded and agrees that any recordings so made are admissible as evidence in any court, arbitration or other proceedings.
- 28.10 The Bank shall send any physical items such as cheque books and debit cards by normal post or courier to any Relevant Party's address in the Bank's records and at that Relevant Party's own risk and responsibility.

29 Confidentiality

- 29.1 The Bank shall keep all Confidential Information confidential but each Relevant Party consents to the Bank disclosing all such Confidential Information, on a confidential basis:
- (a) to any member of the FAB Group;
 - (b) to any Delegate to the extent necessary to enable the Bank to provide Islamic Services to that Relevant Party, directly or indirectly;
 - (c) to any professional adviser of the Bank ;
 - (d) to any exchange, depository, clearing house or settlement system, swap data repository or trade repository (whether local or global), where the Bank or a Delegate is required to disclose such Confidential Information;
 - (e) to any actual or potential permitted transferee or assignee (or, in each case, any of their agents or professional advisers) of the Bank's rights and obligations under the Relevant Islamic Conditions or in relation to any business transfer, disposal, merger or acquisition undertaken by the Bank;
 - (f) to any rating agency, insurer or insurance broker, or direct or indirect provider of credit protection to the Bank in relation to the Islamic Services provided by the Bank;
 - (g) to the Etihad Credit Bureau, any other authorised credit reference agency or credit bureau or the Emirates Integrated Registries Company, and each Relevant Party fully acknowledges the consequences of such disclosure to that Relevant Party's ability to access future financial products or services, whether from the Bank or any other party;
 - (h) as required by any applicable law;
 - (i) as required by any court, tribunal, regulatory, supervisory, tax, sanctions, governmental or quasi-governmental authority having jurisdiction over the Bank or that the Bank reasonably believes has jurisdiction over any Relevant Party;
 - (j) to any listed company or other type of entity (or its agent or nominee) in which any Relevant Party has an interest in securities which are held by the Bank as any Relevant Party's nominee in circumstances where the Bank is obliged to disclose such Confidential Information as the holder, legal owner of record or custodian of those securities;
 - (k) as may be required in order to preserve or enforce any of the Bank's rights or remedies against any Relevant Party; or
 - (l) as otherwise specified in the Relevant Islamic Conditions.

- 29.2 Each Relevant Party authorises the Bank to obtain information, on an ongoing basis, from the Etihad Credit Bureau, the Emirates Integrated Registries Company, the Central Bank of the UAE, banks and other financial institutions, (if it is a natural person) that Relevant Party's employer, references or any other body as the Bank deems appropriate, about any Relevant Party's financial and non-financial affairs (including the details of any Relevant Party's banking facilities, financial position, income, contact information and any other information relating to any Relevant Party (including Personal Data) which the Bank deems appropriate) without any reference to any Relevant Party.
- 29.3 To comply with certain of its legal or regulatory obligations, the Bank may centralise the processing of any Relevant Party's information in one or more locations inside or outside the UAE.
- 29.4 Each Relevant Party agrees to the processing and disclosure of any Relevant Party's information in accordance with this Clause and to the transfer by the Bank, or its Delegates on the Bank's behalf, of any Relevant Party's information to another country or countries for processing on behalf of the Bank. In this context, each Relevant Party acknowledges that his/her information may be accessed under legal proceedings outside the UAE in such circumstances.
- 29.5 Where the Bank discloses Confidential Information in accordance with this Clause it shall, where reasonably practicable, take steps to ensure that the recipient of such Confidential Information will keep such information confidential.

30 Personal Data Protection

- 30.1 The Bank is committed to providing a high level of protection regarding the processing of Personal Data in compliance with applicable data protection laws and regulations.
- 30.2 The Bank may collect, use, store, disclose or otherwise process any Relevant Party's Personal Data for the following purposes:
- (a) processing applications for Islamic Services, including assessing any Relevant Party's suitability and performing necessary checks and risk assessments;
 - (b) providing Islamic Services (including Electronic Banking Services), such as effecting payments or transactions and completing instructions or requests;
 - (c) monitoring and improving the Bank's website and its content;
 - (d) establishing and managing banking relationships and accounts;
 - (e) conducting market research and surveys with the aim of improving the products and services offered by the Bank;
 - (f) remaining competitive as well as developing and improving the Bank's products and services;

- (g) preventing, detecting, investigating and prosecuting crimes (including money laundering, terrorism, fraud and other financial crimes) in any jurisdiction through identity verification, government sanctions screening and due diligence checks;
 - (h) complying with applicable laws, regulations, policies, voluntary codes, judgements or court orders, as well as any request by any authority, regulator or enforcement agency or body in respect of any member of the FAB Group;
 - (i) establishing, exercising or defending legal rights in relation to legal proceedings (including any prospective legal proceedings) and seeking professional or legal advice in relation to such legal proceedings; and
 - (j) surveillance of premises (including automated teller machines).
- 30.3 The Personal Data requested by the Bank is necessary to perform the Islamic Services. If it is not provided to the Bank, the Bank may be unable to comply with its legal or regulatory obligations or to provide any Relevant Party with the Islamic Services.
- 30.4 Each Relevant Party's Personal Data processed by the Bank is kept in a form which permits any Relevant Party's identification for no longer than is necessary for the purposes for which the Personal Data is processed in accordance with legal, regulatory and statutory obligations. At the expiry of such periods, the Relevant Party's Personal Data will be deleted or archived to comply with legal retention obligations or in accordance with applicable statutory limitation periods.
- 30.5 As a data subject, each Relevant Party may have the right at any time to request from any member of the FAB Group as far as permitted by applicable laws, regulations and/or banking industry guidelines, access to and rectification or deletion of that Relevant Party's Personal Data. On legitimate grounds, each Relevant Party is also entitled to request a restriction of the processing of that Relevant Party's Personal Data or to object to such processing. Each Relevant Party also has the right to portability of the Relevant Party's Personal Data.
- 30.6 In certain circumstances, the Relevant Party may have the right to withdraw its consent to the processing of its Personal Data by the Bank. If a Relevant Party withdraws consent to the processing of its Personal Data by the Bank, the Bank may continue to process such Personal Data where required for its business operations. Any future withdrawal of consent will not affect the validity of any prior processing of Personal Data by the Bank.
- 30.7 Each Relevant Party is entitled to lodge a complaint with any competent data protection authority concerning the compliance of any member of the FAB Group with applicable data protection laws.
- 30.8 The manner in which the Bank collects, uses, stores, shares and protects a Relevant Party's Personal Data, as well as the Relevant Party's rights with respect to such Personal Data, are explained in more detail in the relevant Privacy Statement which can be found here First Abu Dhabi Bank (FAB) - UAE (bankfab.com). Unless expressly stated otherwise in the relevant Specific Islamic Conditions, the terms of the Privacy Statement apply to all Islamic Services and may be updated by the Bank in accordance with these General Conditions in order to comply with applicable data protection laws and regulations.
- 30.9 For any requests relating to the processing of any Relevant Party's Personal Data, that Relevant Party should contact:

Data Protection Officer
 First Abu Dhabi Bank PJSC
 Abu Dhabi, UAE
 Email: privacy@bankfab.com

31 Death, Loss of Legal Capacity or Insolvency

Upon being notified of the death, loss of legal capacity, dissolution, bankruptcy or insolvency or the occurrence of any similar event affecting any Relevant Party (including an Islamic Joint Account holder), the Bank shall act in accordance with applicable laws. Subject to applicable laws, the Bank shall be entitled to:

- (a) cease the provision of an Islamic Service (whether in whole or in part) to; or
- (b) block or freeze an Islamic Account (whether in whole or in part) in the name of,

any Relevant Party, whether held singly or jointly with another account holder, from the date of notification until the Bank receives an order from a competent court or authority having jurisdiction over the Bank. At any time that an Islamic Account is blocked or frozen the Bank may accept deposits into that Islamic Account in accordance with the Relevant Islamic Conditions but no withdrawals shall be made from such Islamic Account other than in accordance with applicable law or in accordance with an order from a competent court or authority having jurisdiction over the Bank.

32 Security

32.1 All securities, bills, deposits, bank notes, gold, shares or other properties or documents of whatever nature, which are held in the name of any Relevant Party by the Bank in any of its branches, or which come into the possession of the Bank, shall be held as security against the Liabilities, whether arising under the Relevant Islamic Conditions or any other Islamic Service or financial accommodation made available to any Relevant Party. Each Relevant Party agrees to keep such properties and documents in the possession of the Bank as security for the Liabilities until the Liabilities have been discharged in full or unless otherwise agreed by the Bank.

32.2 Each Relevant Party agrees to take any action (including execution of any additional documents) as the Bank may specify to perfect, maintain and preserve the Transaction Security intended to be created above or under any applicable Security Document or otherwise to facilitate the realisation or liquidation of the assets which are (or are intended to be) the subject of Transaction Security.

32.3 Each Relevant Party further acknowledges and agrees that the Bank may, if it considers it desirable to do so, register the particulars of any arrangement entered into with any Relevant Party on the Emirates Integrated Registries Company . Each Relevant Party waives any objection to such registration.

32.4 Each Relevant Party agrees that the Bank has the right to -
:

- (a) visit the Relevant Party's place of residence or employment to discuss and/or collect; and
- (b) authorise any Delegate (in or outside the UAE) to collect and visit the Customer's place of residence or employment to discuss and/or collect,

any Liabilities that have become due. Each Relevant Party authorises the Bank to provide its Delegates with any information or documents pertaining to any Relevant Party and to take the

appropriate action on behalf of the Bank to collect such Liabilities. Each Relevant Party shall be liable to pay all costs of collections including legal fees.

- 32.5 No Relevant Party shall (without the Bank's prior written approval) assign, mortgage, pledge or otherwise create any Security or other proprietary right in favour of any third party over any amounts deposited in an Islamic Account, any rights under the Relevant Islamic Conditions or other assets of that Relevant Party in the possession of the Bank.

33 Indivisibility of Islamic Accounts and Set Off

- 33.1 All Islamic Accounts held by the Customer, whether in one currency or in different currencies or whether of the same or a different type, may be treated by the Bank as elements of a single and indivisible Islamic Account.
- 33.2 In addition to any other general right of set off or other rights conferred by law or contract, each member of the FAB Group shall be entitled, at any time, to:
- (a) combine or consolidate all or any of the accounts held by the Bank or any other member of the FAB Group in the name of any Relevant Party wherever such account is located and in whatever currency such account is denominated; and/or
 - (b) set off any credit balances in an account held by (or any other amount due to any Relevant Party from) the Bank or any other member of the FAB Group against all or any part of the Liabilities (in whatever currency such Liabilities are denominated).
- 33.3 The Bank shall be entitled to consider as inter-related all transactions which any Relevant Party undertakes with any member of the FAB Group, irrespective of the fact that such transactions may be undertaken through different accounts.

34 Compliance

- 34.1 Each Relevant Party acknowledges and agrees that the Bank is subject to strict legal and regulatory requirements in relation to the provision of Islamic Services and the operation of Islamic Accounts. Nothing in the Relevant Islamic Conditions will oblige the Bank to do, or refrain from doing, anything that might, in the Bank's opinion, amount to a breach of any:
- (a) law;
 - (b) order of any competent court or other authority having jurisdiction over the Bank, any other member of the FAB Group, a Delegate or any Relevant Party;
 - (c) duty of care; or
 - (d) economic, financial or trade sanction or embargo.
- 34.2 Each Relevant Party confirms that it complies with, and undertakes to continue to comply with, all legal and regulatory obligations to which it is subject, including those relating to the prevention of bribery, corruption, fraud, money laundering and terrorist activity and the provision of financial and other services to persons or entities which may be subject to sanctions.
- 34.3 Each Relevant Party agrees that the Bank may take whatever action it considers appropriate to meet any obligations, either in the UAE or elsewhere in the world, relating to the prevention of bribery, corruption, fraud, money laundering and terrorist activity and the provision of financial and other services to persons or companies who may be subject to sanctions (whether in the form of

economic, financial or trade sanctions or embargo or otherwise). This may include the freezing of funds in an Islamic Account, investigating and intercepting payments into and out of any Islamic Account (particularly in the case of international transfers of funds) and investigating the source of or intended recipient of any funds. It may also include making enquiries to establish whether a person is subject to sanctions. This may delay the carrying out of any Relevant Party instructions or the receipt of cleared funds.

34.4 Each Relevant Party agrees to take all such steps as the Bank may require in order to enable the Bank to comply with its legal and regulatory requirements as set out above.

34.5 The Bank may report any suspicious or illegal activities or transactions to the competent authorities whether in the UAE or elsewhere.

35 Use of Third Parties

35.1 The Bank is authorised to delegate from time to time any of its duties under the Relevant Islamic Conditions as it may think fit.

35.2 Each Relevant Party acknowledges that:

- (a) any Delegate will act in accordance with applicable laws in the jurisdiction where that Delegate is located;
- (b) any Delegate may be permitted to delegate the duties delegated to it by the Bank and the Bank may have no direct enforceable rights against the ultimate delegate; and
- (c) the Bank may only have contractual rights against a Delegate.

35.3 The Bank may (and is authorised by each Relevant Party to) introduce or refer any Relevant Party directly to such Delegates to provide the Islamic Services directly.

35.4 The Bank may open accounts (whether in the name of the Bank or the name of any Relevant Party) with any Delegate appointed in accordance with the Relevant Islamic Conditions.

35.5 Each Relevant Party shall be responsible for any fees, actual costs or expenses payable to any Delegate.

36 Conflicts

36.1 The provision of Islamic Services by the Bank under the Relevant Islamic Conditions is not to be deemed exclusive.

36.2 The Bank may (without further notification to any Relevant Party) provide Islamic Services or carry out transactions with or for any Relevant Party:

- (a) in which the Bank has a direct or indirect interest;
- (b) in circumstances where the Bank has a relationship with another party which does or may create a conflict with a duty that the Bank may owe to any Relevant Party;
- (c) in circumstances where the Bank may act as market maker;
- (d) which relate to the provision of brokerage services to any Relevant Party and/or to any other person;

- (e) which involve the Bank acting as financial adviser, banker or otherwise providing services to an issuer;
- (f) in which the Bank acts as agent for more than one person; or
- (g) in which the Bank earns profits from any of the activities listed above.

36.3 To the fullest extent permitted by law, the Bank shall be entitled, without further disclosure, to accept and retain for its own account and benefit, any profit or rental (as applicable), rebate, brokerage, commission, fee, benefit, discount and/or other advantage arising out of or in relation to any Islamic Service.

37 Indemnity and Limitation of Liability

37.1 Except in the case of the Bank's fraud, gross negligence or wilful misconduct, each Relevant Party shall indemnify the Bank (on demand) for any Losses howsoever arising that the Bank suffers or incurs (whether to a Relevant Party or any third party):

- (a) as a result of (i) the Bank providing Islamic Services to any Relevant Party, (ii) the Bank acting on any Relevant Party's notice, request or instruction, or (iii) the occurrence of any default (however described) under any Relevant Islamic Condition (including failure by that Relevant Party to pay any amount when due); or
- (b) in relation to the preparation, execution, completion and/or enforcement of the Relevant Islamic Conditions entered into with the Bank and the transactions contemplated by the Relevant Islamic Conditions.

37.2 The Bank shall not be liable for any Losses howsoever arising out of or in relation to any event outside the Bank's control including acts of God, war, riots, hostilities, terrorist activity, local or national emergency, fire, natural calamities, explosions, strikes, court orders, legal restraints, any change in any law, failure of equipment or software, technical, power, communication or network malfunction or breakdown.

37.3 The Bank shall debit the Islamic Account with all Losses incurred by the Bank arising out of the Bank enforcing the Relevant Islamic Conditions.

37.4 The Bank shall only be liable to any Relevant Party for direct Loss which has been finally judicially determined to have been caused by the Bank's fraud, gross negligence or wilful misconduct.

37.5 The Bank is not liable for any indirect, incidental, or consequential Loss including loss of profit, howsoever caused, whether foreseeable or not and regardless of whether the Bank has received actual or constructive notice.

37.6 The Bank expressly excludes any liability for Loss which may be caused to any Relevant Party (a) while the Bank is acting in good faith and in compliance with the Relevant Islamic Conditions and any applicable laws or (b) due to any Relevant Party not complying with the Relevant Islamic Conditions.

37.7 Nothing in this Clause or these General Conditions shall operate as a limit or exclusion of the Bank's liability in respect of a duty owed by the Bank to the Customer under applicable law, other than as permitted by applicable law.

38 Variation

- 38.1 The Bank may at any time vary its Schedule of Charges or the Relevant Islamic Conditions (and such amendments may impose additional obligations on any Relevant Party). Notice of any such amendments shall be given by the Bank in any manner the Bank deems sufficient to bring notice of the amendments to the attention of any Relevant Party (including (without limitation) by updating any printed versions of such Schedule of Charges or the Relevant Islamic Conditions made available at the Bank's branches or uploading the amended Schedule of Charges or the Relevant Islamic Conditions to the Bank's website or otherwise making such amended terms available electronically). Each Relevant Party acknowledges and agrees that the period of notice of a variation may vary depending on the nature of the variation, however, in all cases, the Bank shall comply with applicable law when implementing any variation, including as to the period of notice provided.
- 38.2 Any amendments made by the Bank to its Schedule of Charges or the Relevant Islamic Conditions shall be effective from the date specified by the Bank. For the avoidance of doubt, any amendment shall not affect any applicable anticipated profit rate, profit sharing ratio, profit rate or rental rate (as applicable) which was agreed prior to such amendment being made.
- 38.3 By any Customer continuing to access or operate an Islamic Account or use an Islamic Service, each Relevant Party shall be deemed to have accepted the Schedule of Charges and the Relevant Islamic Conditions applicable to that Islamic Account or Islamic Service as in force at the relevant time.
- 38.4 If the Bank varies any Schedule of Charges or the Relevant Islamic Conditions and the Relevant Party (a) does not agree to such changes and (b) notifies the Bank within 30 days of notice of such variation being given to the Relevant Party, the Relevant Party may request the closure of the affected Islamic Account or termination of the affected Islamic Service. Provided no outstanding Liabilities are due to the Bank, such request may be made without charge.

39 Termination

- 39.1 Any Islamic Account or Islamic Service offered by the Bank under the Relevant Islamic Conditions is offered at the Bank's sole and absolute discretion and may be closed or discontinued, in whole or in part, temporarily or permanently at any time, for any reason. The Bank shall give the Customer reasonable notice of any such closure, suspension or termination. Where permitted by applicable law, the Bank shall endeavour to provide its reasons for any such closure or discontinuation.
- 39.2 Provided there are no outstanding Liabilities due to the Bank, the Customer may close any Islamic Account or request the termination of any Islamic Service offered under the Relevant Islamic Conditions at any time by giving the Bank prior notice. The precise notice period will differ depending on the Islamic Account being closed or the Islamic Service being terminated. Unless expressly agreed to the contrary, the Customer must provide the Bank with at least seven (7) Business Days' prior notice in the case of closure of an Islamic Account or, thirty (30) days' prior notice in the case of a termination of a Service.
- 39.3 Upon termination of an Islamic Service, the Bank has the right to:
- (a) require the immediate settlement of all or any part of the Liabilities that remain outstanding;

- (b) immediately enforce any collateral or Transaction Security provided to the Bank and exercise any of its rights in respect of such collateral or Transaction Security; and/or
- (c) retain any assets of any Relevant Party in the Bank's possession until the Bank is satisfied that all of the Liabilities are (or will be) irrevocably and unconditionally discharged,

in each case, without further notice to any Relevant Party or resorting to any further formal action, whether legal or otherwise.

39.4 Upon termination of an Islamic Service, the Customer must:

- (a) cancel all payments into and out of any closed Islamic Accounts; and
- (b) return any unused cheques and destroy any Islamic Debit Card relating to any closed Islamic Accounts.

39.5 Termination of any Islamic Service shall be without prejudice to any of the Bank's accrued rights prior to the date of termination.

39.6 Any provisions relating to or containing disclaimers, limitations on liability, indemnities, disclosure of information, rights of retention and security over any assets, set-off and tax shall survive the termination of any Relevant Islamic Conditions.

40 Miscellaneous

40.1 Each Relevant Party shall (at its cost) do and execute (or arrange for the doing and executing of) each act, document and thing requested of it by the Bank (in any capacity) in order to implement and/or give effect to any Relevant Islamic Conditions.

40.2 Each Relevant Party authorises the Bank to engage in all internationally accepted banking practices to provide the Islamic Services.

40.3 Each Relevant Party agrees that the invalidity, illegality or unenforceability of any part of the Relevant Islamic Conditions under any law of a particular jurisdiction shall not prejudice or affect:

- (a) the validity, legality or enforceability of any other provisions of the Relevant Islamic Conditions; or
- (b) the validity, legality or enforceability of the Relevant Islamic Conditions under the laws of any other jurisdiction.

40.4 Each Relevant Party agrees that the Bank shall have the right to assign and transfer any of its rights and obligations under the Relevant Islamic Conditions to any party without the need to obtain prior consent from any Relevant Party. No Relevant Party has any right to assign any of that Relevant Party's rights and obligations under the Relevant Islamic Conditions without the Bank's prior written consent.

40.5 Each of the Bank's rights and remedies provided in the Relevant Islamic Conditions are cumulative and not exclusive of any rights or remedies provided by law. Nothing in the Relevant Islamic Conditions shall operate to remove, exclude or restrict any of the rights or remedies which the Bank may have at law. Any delay or omission on the part of the Bank in exercising or enforcing (whether wholly or in part) any right or remedy available to the Bank shall not be construed as a waiver of such right or remedy. No single or partial exercise of any right or remedy shall prevent any further or other exercise of any other right or remedy.

- 40.6 The Relevant Islamic Conditions and the rights created under them may not be waived (except in writing signed by the Customer and the Bank and such waiver is only effective for the purpose for which it is given).
- 40.7 Each Relevant Party agrees that the Bank's records (whether in paper, electronic, data or other form) of a communication, report, statement or transaction are conclusive evidence of their contents or the Bank's receipt or non-receipt of them; and any certificate issued, or decision made, by the Bank about a matter or an amount payable in relation to the Relevant Islamic Conditions is conclusive and binding.
- 40.8 If there is any dispute in relation to the content of the Bank's records, the Bank's decision is conclusive and binding.
- 40.9 Any Relevant Islamic Conditions may be executed in any number of counterparts and this shall have the same effect as if the signatures on the counterparts were on a single copy of such Relevant Islamic Conditions.

41 Governing Law and Jurisdiction

- 41.1 The Relevant Islamic Conditions, including any non-contractual obligations arising out of or in relation to them, shall be governed by the laws of the UAE and the rules of Shari'ah as interpreted by the Bank's Internal Shari'ah Supervision Committee.
- 41.2 The Bank and each Relevant Party agree to the exclusive jurisdiction of the courts of the UAE to settle any dispute arising out of or in relation to the Relevant Islamic Conditions, any Islamic Account, Islamic Service or other transaction or matter between the Bank and any Relevant Party, provided that the Bank may bring proceedings in any other jurisdiction (inside or outside the UAE and including, without limitation, the Abu Dhabi Global Market) if it deems appropriate.
- 41.3 Each Relevant Party irrevocably waives all immunity (whether on the grounds of sovereignty or otherwise) that that Relevant Party or any of that Relevant Party's assets or revenue may otherwise have in any jurisdiction from:
- (a) the service of any process against that Relevant Party or that Relevant Party's assets;
 - (b) any proceedings (whether for an injunction, specific performance, damages or otherwise) that the Bank may bring against that Relevant Party or that Relevant Party's assets;
 - (c) any attachment of that Relevant Party's assets (whether before or after judgment); and
 - (d) any execution of a judgment against that Relevant Party,
- and (in each case) shall ensure that neither any Relevant Party nor any person acting on any Relevant Party's behalf will raise, claim or cause to be pleaded any such immunity at or in respect of any such action or proceeding.
- 41.4 The Bank and each Relevant Party acknowledge and agree that the principle of the payment of interest is repugnant to Shari'ah and, accordingly, to the extent that any legal system would (but for this Clause) impose (whether by contract, statute or court order) any obligation to pay interest, the Bank and each Relevant Party irrevocably, unconditionally and expressly waive and reject any entitlement to recover interest from each other.

Glossary: General Conditions

Authorisation	an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.
Authorised Signatory	<p>(a) (if a Relevant Party is a natural person) that Relevant Party; and</p> <p>(b) any person authorised by any Relevant Party (and approved by the Bank) to open and/or operate an Islamic Account, request an Islamic Service, give instructions or otherwise perform any of the obligations set out in the Relevant Islamic Conditions, in each case, on behalf of that Relevant Party.</p>
Business Day	Any working day in the UAE on which the Bank is open for business.
Confidential Information	<p>All information relating to any Relevant Party that is, as a matter of law, custom or contract, confidential in nature provided that notwithstanding anything to the contrary in any other document, any information that:</p> <p>(a) is publicly available at the time it is provided or subsequently becomes publicly available other than as a result of a breach of a duty of confidentiality by the Bank;</p> <p>(b) was known to the Bank (without an obligation of confidentiality to that Relevant Party) before its disclosure by any Relevant Party;</p> <p>(c) is independently developed by the Bank without recourse to information disclosed to it by any Relevant Party; or</p> <p>(d) is rightfully obtained on a non-confidential basis from a person other than any Relevant Party, provided that the person is not known by the Bank to be bound by an obligation of confidentiality in relation to that information,</p> <p>shall not be considered “Confidential Information” for the purposes of the Relevant Islamic Conditions and will therefore not be subject to any duty of confidentiality.</p>
Delegate	Any agent, adviser, banker, broker, correspondent, dealer, nominee, market professional, contractor, vendor (including its subcontractors), custodian or other third party that the Bank may appoint in relation to an Islamic Service (including to provide an Islamic Service, or facilitate the provision by the Bank of an Islamic Service, to the Customer directly or indirectly, or collect any Liabilities that have become due) or to remain competitive.
Electronic Banking Services	Banking services made available over the telephone or a mobile phone, through the Bank's websites or through mobile banking applications which allow a Relevant Party to access certain Islamic Services offered by the Bank through electronic means.
Emirates Integrated Registries Company	The Emirates Integrated Registries Company L.L.C established pursuant to UAE Federal Law No. (4) of 2020 or any successor.
Etihad Credit Bureau	Al Etihad Credit Bureau established pursuant to UAE Federal Law No. (6) of 2010 or any successor.

FAB Group	The Bank, its branches, any subsidiary or other person controlled by the Bank, or any person under common control with the Bank (in each case, whether directly or indirectly and whether inside or outside the UAE).
GAAP	(In relation to any Relevant Party) the generally accepted accounting principles in the relevant jurisdiction of that Relevant Party, including the international accounting standards within the meaning of the IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements.
Guarantor	Any guarantor of the Liabilities.
General Islamic Representation	Has the meaning given to it in Clause 3.4 4.1 (<i>Representations and Warranties</i>).
Islamic Account	Any type of Shari'ah-compliant account held by the Bank in the name of the Customer.
Islamic Call Account	An Islamic Account with the characteristics described in Clause 10 (<i>Islamic Call Account</i>).
Islamic Current Account	An Islamic Account with the characteristics described in Clause 9 (<i>Islamic Current Account</i>).
Islamic Debit Card	Any automated teller machine or debit card, or any other card (excluding credit cards) which the Bank issues to the Customer to facilitate electronic access to an Islamic Account.
Islamic Investment Account	An Islamic Account with the characteristics described in Clause 12 (<i>Islamic Investment Account (term deposit)</i>).
Islamic Joint Account	An Islamic Account held jointly in the name of either two or more natural persons or two or more juristic persons as further described in Clause 7 (<i>Islamic Joint Account</i>).
Islamic Representations	The General Islamic Representations and (in relation to an Islamic Service) the Specific Islamic Representations in relation to that Islamic Service.
Islamic Savings Account	An Islamic Account with the characteristics described in Clause 11 (<i>Islamic Savings Account</i>).
Islamic Service	Any product or other service offered by the Bank to the Customer at any time and to which these General Conditions (directly or indirectly) apply.
Late Payment Donation Rate	The late payment donation rate set out in the Relevant Islamic Conditions or in the Schedule of Charges.
Liabilities	All present and future indebtedness, liabilities and obligations in relation to any Relevant Islamic Conditions or Islamic Service (including any obligations owed by any Relevant Party in relation to Clause 27 (<i>Rates, Fees and Costs</i>) and 37 (<i>Indemnity and Limitation of Liability</i>)) at any time owed by any Relevant Party to the Bank or any other member of the FAB Group, both actual and contingent and whether incurred solely or jointly or as principal or surety or in any other capacity (including any profit, cost price, deferred sale price, principal, rental, fee, cost, late payment donation amount, commission and other charges incurred thereon).
Losses	Any obligations, liabilities, losses, costs, claims, expenses, fees (including legal and any other professional advisers' fees and expenses), damages, penalties, demands, actions, suits, proceedings and judgments of every kind and nature

(including all costs or charges paid or incurred in disputing or defending any of the foregoing).

Material Adverse Effect	<p>A material adverse effect on, or a material adverse change in (in the reasonable opinion of the Bank):</p> <ul style="list-style-type: none"> (a) the assets, business or financial condition of any Relevant Party; (b) the ability of any Relevant Party to comply with its payment obligations under any Relevant Islamic Conditions; (c) the legality, validity or enforceability of any Relevant Islamic Conditions; or (d) the value or enforceability of any Transaction Security created pursuant to any Security Document.
Personal Data:	Any information relating to an identified or identifiable natural person. For the purposes of this definition, an “identifiable natural person” is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, or to one or more factors specific to the biological, physical, biometric, genetic, mental, economic, cultural or social identity of that natural person
Privacy Statement:	The Bank’s privacy policy statement, as amended from time to time and which can be found here Privacy Policy First Abu Dhabi Bank (FAB) - UAE (bankfab.com)
Relevant Islamic Conditions	These General Conditions and (in relation to any Islamic Service) Specific Islamic Conditions applicable to that Islamic Service.
Relevant Party	The Customer, each Guarantor, each Security Provider and any other designated by the Bank and the Customer as a Relevant Party (including in any Specific Islamic Conditions).
Request	Any standard application or request form (in any format and sent or received via any channel acceptable to the Bank) for opening an Islamic Account, subscribing to a particular Islamic Service or giving an instruction in the form prescribed by the Bank from time to time.
Schedule of Charges	The Bank’s schedule of fees and charges or tariff board for Islamic Services as applicable from time to time and made available to the Customer.
Security	Any mortgage, pledge, lien (statutory or other), charge, assignment, hypothecation, security interest, deed of trust, deposit arrangement for the purpose of affording a right of set-off, encumbrance, preference, priority or preferential arrangement of any kind (including, any other agreement or arrangement having the effect of conferring security).
Security Code	Any unique identification number (whether relating to an Islamic Account, Islamic Debit Card or otherwise) password, security information, biometric data, personal identification number or answer to a designated security question, in each case, whether generated by the Bank or selected by a Relevant Party.
Security Document	Any Transaction Security specified in a relevant Request as well as any other document required by the Bank to be executed to guarantee and/or secure the Liabilities.
Security Provider	Any person (other than the Bank) entering into a Security Document.

Shari'ah	The Islamic law as interpreted within the framework of the rules, principles and standards set by the Higher Shari'ah Authority of the Central Bank of the UAE as interpreted by the Bank's Internal Shari'ah Supervision Committee.
Specific Islamic Conditions	Any terms and conditions governing a specific Islamic Service, which are supplemental to these General Conditions, and any Requests, offer letters, application forms, account mandates, advertisements, notices, brochures, schedules, master agreements, Security Documents or such other documents that the Bank may specify or otherwise make available to the Customer.
Specific Islamic Representation	Has the meaning given to it in Clause 4.2 (Representations and Warranties).
Tax	Any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest (or Shari'a-compliant equivalent) payable in relation to any failure to pay or any delay in paying any of the same).
Transaction Security	Any guarantees and/or Security specified in a relevant Request and such other guarantees and/or Security as the Bank may require from time to time from the Customer or any Security Provider to guarantee and/or secure all or any part of the Liabilities.
UAE	United Arab Emirates

Unless a contrary indication appears, any reference in the Relevant Islamic Conditions to:

- (a) **"assets"** includes present and future properties, revenues and rights of every description;
- (b) the **"Bank"**, the **"Customer"**, any **"Relevant Party"** or any other person shall be construed so as to include their respective successors in title (including successors by merger or by operation of law), permitted assigns and permitted transferees;
- (c) a **"communication"** to be made or delivered in relation to an Islamic Service shall be construed so as to include an instruction, direction, notice, demand, document or other information to be made or delivered in relation to such an Islamic Service;
- (d) the **"Customer"** and **"Relevant Party"** shall be construed so as to include the Customer's or that Relevant Party's Authorised Signatories and, in circumstances where the relevant Islamic Account is an Islamic Joint Account, the **"Customer"** shall be construed as a reference to all Islamic Joint Account holders;
- (e) a **"document"** is a reference to the same as amended, varied, supplemented, replaced or restated in any manner from time to time, in each case as interpreted by the Bank;
- (f) **"including"** and **"includes"** shall be construed without limitation;
- (g) a **"person"** includes any natural person, firm, company, corporation, government, state or agency of a state or any association, joint venture, consortium, partnership, sole proprietor or other entity (whether or not having a separate juristic personality);
- (h) a **"regulation"** includes any regulation, rule, official directive, requirement, standards or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
- (i) a provision of **"law"** is a reference to any applicable local or foreign law, regulation, ordinance, decree or treaty as amended or re-enacted;

- (j) the Bank being required to make a decision or determination, take any action, express an opinion, satisfy itself, or exercise a right or remedy shall be a reference to any such action being taken by the Bank in its sole and absolute discretion;
- (k) "**Losses**", "**expenses**" or "**costs**" shall be limited to actual and direct Losses, expenses or costs and shall exclude any opportunity loss or funding costs;
- (l) the headings in any Relevant Islamic Condition are for ease of reference only and shall not be relied on for the interpretation or performance of that Relevant Islamic Condition;
- (m) in the Relevant Islamic Conditions (unless the context otherwise requires), use of the singular shall include the plural and vice versa and any gender includes the other genders;
- (n) the recitals of any Relevant Islamic Conditions are an integral part of such Relevant Islamic Conditions;
- (o) all periods of time shall be based on, and computed according to the Gregorian calendar;
- (p) references to the Bank is to the Bank in any capacity under any Relevant Islamic Conditions;
- (q) references to Clauses and Schedules of any Relevant Islamic Conditions are (unless otherwise stated) references to Clauses and Schedules of such Relevant Islamic Conditions and shall form part of such Relevant Islamic Conditions and have effect as if set out in full in the body of such Relevant Islamic Conditions;
- (r) a "**time**" of day is a reference to Abu Dhabi time; and
- (s) "**AED**", "**UAE Dirhams**" and "**dirhams**" denote the lawful currency of the UAE.