

General Terms and Conditions

Introduction

The following terms and conditions (the "**General Conditions**"), as amended from time to time, shall govern the relationship between First Abu Dhabi Bank PJSC (hereinafter called "the **Bank**") and an individual or legal entity (hereinafter called the "**Customer**") requesting any services offered by the Bank.

1 Bank Accounts

- 1.1 One or more accounts may be opened by the Customer, subject to these General Conditions.
- 1.2 The Customer shall submit to the Bank all forms, documents and evidence relating to the opening of an account that the Bank may require. Until receipt of the relevant documents, the Bank may at its absolute discretion refuse to open an account without giving the Customer any reason for such refusal.
- 1.3 Execution of an application form by the Customer in connection with the opening of an account shall be deemed to be the Customer's confirmation that it has received, read and understood these General Conditions and agrees to be bound by them.

2 Signature

- 2.1 The specimen signature(s) of the account holder and that of any authorised representative to open, manage, operate and close an account on behalf of the Customer must be submitted to the Bank at the time of opening an account. Any changes must be notified to the Bank in writing without delay, and such changes shall only be effective when received and accepted by the Bank.
- 2.2 The Customer shall certify in a matter acceptable to the Bank, the specimen

signatures which are issued for the operation of each account.

3 Legal Capacity

- 3.1 The Customer shall submit to the Bank documents evidencing the Customer's legal status and capacity and that of its authorised representatives.
- 3.2 The Customer must forthwith notify the Bank in writing of changes in authorised representatives and its own legal status or capacity. Failure to do so is at the Customer's risk and responsibility.

4 Communications and Instructions

- 4.1 Any notice, demand or other communication by the Bank to the Customer shall be deemed to be validly given if it is sent to the Customer's address, email address or facsimile number stated in the account opening form of the Customer or as notified by the Customer from time to time in writing to the Bank.
- 4.2 Any notice, demand or other communication by the Customer to the Bank shall be validly given only when received by the Bank.
- 4.3 The Bank may act on any instruction it reasonably believes to have been given by the Customer.
- 4.4 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. The Bank shall not be liable for any losses suffered by the Customer as a result of such delay or refusal.

5 Indivisibility of Accounts and Set-Off

- 5.1 All accounts held by the Customer, whether in one currency or in different currencies or whether of same or different type, may at the discretion of the Bank be treated as elements of a single and indivisible account.

- 5.2 The Bank may, at any time, combine or consolidate all or any of the accounts in its books in the name of the Customer wherever such account is located and in whatever currency such account is denominated. The Bank may, at any time, without prior notice to the Customer, set off any of these credit balances against all or any part of the Customer's indebtedness, whether such liabilities are actual or contingent or joint or several. If the obligations are in different currencies, the Bank may convert either obligation at a market rate of exchange in its usual course of business for the purpose of set-off.
- 5.3 All securities, bills, deposits, bank notes, gold, shares or other properties or documents of whatsoever nature, which are held in the name of the Customer by the Bank in any of its branches, or which come into the possession of the Bank, shall be held as security against the Customer's indebtedness to the Bank.
- 5.4 The Bank shall be entitled to consider as inter-related all transactions which a Customer undertakes with the Bank, irrespective of the fact that such transactions may be undertaken through different accounts of the Customer. The Bank shall be entitled to refrain from rendering any services if the Customer does not fulfil any one of its obligations towards the Bank relating to any account.

6 Instruments for Collection

- 6.1 In receiving cheques or other instruments for collection, the Bank 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 any instrument by the drawer upon presentation the Bank shall be under no obligation to notify or issue a protest to the drawer, but shall only be required to notify the Customer of such non-acceptance or non-settlement of the instrument.
- 6.2 If the payment of the amount of any cheque or document is not received by the Bank for any reason whatsoever, such amount if previously credited may, at the discretion of the Bank and without notice to the Customer (and without prejudice to any other rights of the Bank under the law), be debited to the Customer's account and the

Customer shall promptly repay such amount within three days of receiving the Bank's demand.

- 6.3 All cheques or documents 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 rendered at the risk of the Customer and the Bank shall not be liable for the delay or loss in transit of the cheque or other documents nor for any act, omission, neglect, default, failure or insolvency of any correspondent bank, agent or sub-agent.

7 Death, Loss of Legal Capacity or Insolvency

- 7.1 Upon being notified of the death, bankruptcy or insolvency or the occurrence of any analogous event affecting the Customer or any other loss of legal capacity of the Customer, the Bank shall immediately stop the operation of all accounts in the name of the Customer whether held singly or jointly with another account holder from the date of notification until the Bank receives an order from a competent Court having jurisdiction over the Bank.
- 7.2 The Bank may at its absolute discretion furnish information on the Customer's account to any person appointed to manage the affairs of the Customer following the bankruptcy or insolvency or any analogous event of the Customer or which, in the Bank's opinion, is an heir or authorised beneficiary of the Customer.

8 Statements

- 8.1 The Bank shall provide a statement of account to the Customer in respect of each account held with the Bank at monthly intervals or at such intervals as the Bank may decide in its discretion.
- 8.2 Unless otherwise requested in writing by the Customer, statements of account shall be delivered by one-way email to the Customer's latest email address on the Bank's

records or by encrypted email through the Bank's Digital Banking Services (as defined in Clause 18). The Bank shall provide the Customer with a unique password to access and view the statements of account. 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 email and internet systems.

- 8.3 The Bank provides no assurance that email messages and its attachments are secure or error-free and the Customer agrees that any information transmitted through the internet can be intercepted, lost, arrive late or be virus-infected. The Customer must review each statement of account and inform the Bank immediately of any discrepancy within 30 days of receipt of the statement of account, failing which the statement of account shall be deemed to be correct and accepted by the Customer. The statements of account maintained by the Bank as to the status of the Customer's accounts shall, in the absence of manifest error, be conclusive and binding on the Customer.
- 8.4 The Bank shall be entitled to rectify any error in any statement of account occurring by mistake without any reference to the Customer.
- 8.5 It is the Customer's responsibility to provide the Bank at all times with an up-to-date email address and to notify the Bank of any change of email address or if the Customer does not receive any statement of account. The Bank shall not be liable for non-receipt or late receipt of statements of account by the Customer.
- 8.6 The Customer agrees that emails sent by the Bank to the Customer and any attachments are confidential to the Customer and the Customer shall delete any email message sent in error by the Bank or addressed to a recipient other than the Customer.

9 Cheques

- 9.1 Cheque books shall only be issued for current accounts and at the sole discretion of the Bank. If issued, cheque books shall be made available for collection by the

Customer at the branch at which the account was opened or, at the Customer's risk and cost, delivered by courier or mail.

- 9.2 The Bank shall be entitled to impose charges on cheques which are returned unpaid.
- 9.3 The Customer must ensure proper custody of cheque books and the Customer shall not draw cheques in a manner which may permit alteration, fraud or forgery.
- 9.4 The Bank may accept stop payment instructions for a cheque only in cases where a cheque has been stolen or lost and of which evidence is provided by the Customer.
- 9.5 The Bank reserves the right to refuse to honour any cheque which does not meet the requirements of the Bank or that of any applicable laws and regulations.
- 9.6 In the event of an account being closed, the Customer must immediately return to the Bank all unused cheques.

10 Credit Balances and Overdrafts

- 10.1 Credit balances in any current account shall not bear any interest.
- 10.2 The Customer shall not overdraw any account without the Bank's prior consent. If the Bank, at its sole discretion, allows any overdraft or an increase in the overdraft, for any reason, the amount overdrawn, together with interest and other charges, will be repayable immediately upon demand by the Bank. The Bank shall be entitled to charge interest on any overdrawn amount at such rate as the Bank shall from time to time determine. Any payment by the Customer into an overdrawn account shall be applied by the Bank first in settlement of interest and other charges on the overdraft and thereafter towards settlement of the principal amount of the overdraft.
- 10.3 For savings accounts, interest will be credited half-yearly at the rate determined by the Bank calculated on daily credit balance in the account unless the Customer has advised the Bank it does not wish to earn interest.

- 10.4 For call accounts, interest will be credited monthly at the rate determined by the Bank calculated on daily credit balances in the account unless the Customer has advised the Bank that it does not wish to earn interest.

11 Term Deposit

- 11.1 The duration of any term deposit, rate of interest and other applicable conditions shall be as agreed between the Bank and the Customer from time to time.
- 11.2 Interest on term deposits shall be paid on maturity of the term deposit.
- 11.3 The Customer shall not be entitled to withdraw all or part of any term deposit prior to the maturity of the term. However, the Bank may at its absolute discretion permits withdrawals of the deposit prior to the maturity date subject to such conditions as determined by the Bank.
- 11.4 The Customer shall notify the Bank not later than three business days prior to the maturity date of the term deposit of its instructions for renewal or non-renewal. If the Customer fails to give the Bank instructions, the term deposit will be rolled over into a similar term deposit at the then prevailing interest rate.

12 Joint Account

- 12.1 A joint account may be opened in the name of two or more individuals or entities, equally among them, unless otherwise agreed.
- 12.2 Opening and operation of the joint account shall require the signature of all parties or a duly authorised representative of each of the parties.
- 12.3 If an attachment is levied on the balance of one of the joint account holders, the attachment shall apply to the execution debtor's (who is one of the account holders) share of the account balance. Upon receipt of an attachment order, the Bank shall block an amount not exceeding the execution share in the joint account and notify all the joint account holders of the attachment levied.
- 12.4 Each account holder in a joint account shall be jointly and severally liable to the Bank for repayment and satisfaction of all dues, obligations and liabilities owing or incurred under the joint account.

12.5 The Bank shall be entitled to apply any credit balance on a joint account in satisfaction of any monies, obligations and liabilities at any time due, owing from or by all or any of the joint account holders to the Bank.

12.6 In the event of the death, bankruptcy, insolvency or the occurrence of any analogous event or other loss of legal capacity of any of the joint account holders, the other account holders shall inform the Bank immediately and the Bank shall stop drawings from the joint account from the date of receipt of such notification until appointment of a successor or receipt of an order from a competent Court.

13 Foreign Currency

13.1 The Bank may at its absolute discretion and subject to the Bank's then prevailing terms, allow the Customer to (i) maintain an account with the Bank and/or (ii) permit any transaction under the accounts held by the Customer (including any transaction made using a Card (as defined in Clause 15)), in any currency other than UAE dirhams.

13.2 The maintaining of accounts in foreign currency or the carrying out of transactions in foreign currency 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.

13.3 The Bank shall have the sole discretion to accept or refuse to effect any payment or transaction in any foreign currency.

13.4 Foreign currency exchange rates shall be at the Bank's exchange rate prevailing at the time where the relevant foreign currency transaction is effected by the Bank.

14 Standing Orders

14.1 A Customer may issue instructions to the Bank to effect regular periodic payments (each instruction a “**Standing Order**”).

14.2 The Bank shall have the sole discretion to accept or reject any request for a Standing

Order at any time if deemed necessary and to terminate any Standing Order for any reason.

- 14.3 The Customer may cancel a Standing Order provided a notification to this effect is delivered to the Bank at least five (5) business days prior on which the next payment is due under the Standing Order.

15 Issuance of Cards

- 15.1 The Bank may, in its sole discretion, issue a cash or debit card to the Customer for the purpose of purchasing goods or services either through a retailer or through the internet, by telephone or any other means with or without the physical presence of the card, or to effect withdrawals, transfers or direct debits from automatic teller machines (the "**Card**").
- 15.2 To facilitate usage of the Card, the Bank shall allocate a unique personal identification number for such Card and require the Customer to establish a 3D secure password for use when making purchases through the internet. If the Customer activates the Card in the manner prescribed by the Bank, the Customer shall be deemed to have accepted these General Terms and any terms and conditions applicable to the use of the 3D secure password in respect of usage of the Card.
- 15.3 The Bank may allow the Customer to use the 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. The Customer shall not use the Card for any transaction if doing so would cause any account with the Bank to become overdrawn.
- 15.4 The Customer shall only utilise the Card for transactions which are legally acceptable in the United Arab Emirates or the country in which the Card is utilised (as the case may be). The Bank reserves the right to reject any transaction which it believes may cause a breach of this Clause 15.4.

- 15.5 The Customer shall keep the unique personal identification number and 3D secure password for the Card secret and keep the Card in a secure location and will exercise due care to prevent any loss, theft or wrongful use of the unique personal identification number, 3D secure password or the Card. The Customer shall not disclose the unique personal identification number or 3D secure password to any person or permit any other person to use or utilise the unique personal identification number, 3D secure password or the Card. The Customer shall be solely liable for every transaction effected using the Card irrespective of who used or utilised the Card or the circumstances in which the Card was used.
- 15.6 The Customer shall pay all charges imposed by the Bank for all transactions effected through automatic teller machines of other banks whether locally or abroad. Any Card transaction made in a currency other than UAE dirhams will be converted into UAE dirhams by the Bank at the Bank's exchange rate prevailing at the time where the relevant foreign currency transaction is debited to the Card.
- 15.7 All transactions effected on any supplementary Card issued by the Bank shall be the sole responsibility of the primary Cardholder and shall be subject to these General Conditions.
- 15.8 The Card shall remain the property of the Bank at all times and the Bank may at any time and for any reason cancel or suspend usage of the Card or request the Card to be returned to the Bank. If the Customer's account(s) with the Bank are closed for any reason the Customer shall promptly return the Card to the Bank or the Bank may destroy each Card issued to the Customer.

16 Telephone Banking Services

- 16.1 The Bank may provide the Customer with telephone banking services which authorise the Bank to access the Customer's accounts and to accept instructions from the Customer on the debit or credit of the Customer's accounts over the telephone ("**Telephone Banking Services**"). The Telephone Banking Services will be governed by these General Conditions and any additional terms and conditions governing the

Telephone Banking Services that the Bank may introduce from time to time and notify to the Customer. Accessing the Telephone Banking Services will be deemed to be acceptance by the Customer of such additional terms and conditions.

- 16.2 The Customer shall be responsible for the accuracy and authenticity for all information supplied to the Bank over the telephone and agrees that the Bank shall not be liable for any consequences arising out of erroneous information supplied by the Customer.
- 16.3 The continued provision of the Telephone Banking Services shall be at the sole discretion of the Bank.

17 Smart SMS Services

- 17.1 The Bank may, at its absolute discretion, provide the Customer with smart short messaging services which allow the Customer to access the various services offered by the Bank in respect of the operation of the Customer's accounts ("**Smart SMS Services**"). The Smart SMS Services will be governed by these General Conditions and any additional terms and conditions governing the Smart SMS Services that the Bank may introduce from time to time and notify to the Customer. Accessing the Smart SMS Services will be deemed to be acceptance by the Customer of such additional terms and conditions.
- 17.2 The Smart SMS Services are only available to mobile users subscribed to Etisalat, Du or such other mobile telecommunication providers approved by the Bank. To activate the Smart SMS Services, the Customer must be registered with the Bank and comply with the Bank's prevailing activation procedures.
- 17.3 The Customer shall not allow any person access to its mobile telephone in a manner that would enable such person to access the Smart SMS Services.
- 17.4 If the Customer loses possession, control or functionality of its mobile Customer acknowledges and agrees that the Bank may not be able to reverse or nullify any

transaction executed based on instructions received prior to such Customer notification. The Bank shall not be liable for any losses suffered by the Customer as a result of the Bank acting on any instruction received through the Smart SMS Services.

- 17.5 The Customer shall promptly notify the Bank of any changes to its mobile telephone details or telecommunication provider.
- 17.6 The continued provision of the Smart SMS Services shall be at the sole discretion of the Bank.

18 Digital Banking Services

- 18.1 The Bank may, at its discretion, from time to time provide the Customer with digital banking services through the Bank's websites and mobile banking applications (the "**Digital Banking Services**"). The Digital Banking Services will be governed by these General Conditions and any additional terms and conditions governing the Digital Banking Services that the Bank may introduce from time to time and notify to the Customer. Accessing the Digital telephone, or has reason to believe that the Smart SMS Services are being accessed by a person other than the Customer, the Customer must immediately notify the Bank at the Bank's call centre, upon which the Bank may, at its discretion, block the Smart SMS Services for such duration and upon such conditions as the Bank shall determine. Unless otherwise notified by the Customer, all instructions received by the Bank which are associated with the Customer's mobile telephone number shall be deemed to have originated from the Customer, and the Bank shall be entitled to rely on such instructions without any further investigation or enquiry. The Banking Services will be deemed to be acceptance by the Customer of such additional terms and conditions.
- 18.2 The Customer agrees that the Digital Banking Services are made over or through the internet and that the open and electronic nature of the internet may give rise to virus attacks, errors, losses, damages and claims and that any transaction effected through the Digital Banking Services shall be made at the Customer's own risk and responsibility. The Bank shall not be liable for any losses suffered by the Customer as

a result of using the Digital Banking Services.

- 18.3 The availability of the Digital Banking Services depends on the availability of services provided by other third-party service providers. The Bank shall not be liable if the Customer is unable to access or utilise the Digital Banking Services due to any reason beyond the Bank's control including any technical, power, communication or network malfunction or breakdown.
- 18.4 The Bank may, in its discretion, add or discontinue the banking products and services offered through the Digital Banking Services. The Bank shall not be liable for any losses suffered by the Customer as a result of adding or discontinuing any banking product or service.

19 Confidential Information

- 19.1 The Customer shall keep all passwords, security information and personal identification numbers ("**Confidential Information**") provided by the Bank confidential and shall not disclose or make available such Confidential Information to any third party. Unless a report has been made under Clause 19.3, the Customer shall be responsible for any transaction which has been processed through the usage of the Confidential Information.
- 19.2 The Bank shall be under no duty to further verify the authenticity of any instructions received from the Customer once the Confidential Information has been authenticated in accordance with the applicable procedures of the Bank.
- 19.3 If the Confidential Information is lost, stolen or has otherwise been intercepted by or revealed to third parties, the Customer shall immediately notify the Bank. The Bank shall not be liable for any losses arising from the Customer's failure to notify the Bank of any such incident.

20 Minimum balance

- 20.1 The Bank shall have the right to insist on the Customer maintaining a minimum balance in any account as may be determined by the Bank and notified to the Customer from time to time.
- 20.2 The Bank may impose a fee or decline to process any transaction instruction if the Customer does not meet such minimum balance requirement.

21 Sanctions

The Customer agrees that the Bank may take whatever action it considers appropriate to meet any obligations, either in the United Arab Emirates or elsewhere in the world, relating to the prevention of fraud, money laundering and terrorist activity and the provision of financial and other services to persons or companies who may be subject to sanctions. This may include, but is not limited to, the freezing of funds in the accounts, investigating and intercepting payments into and out of any account (particularly in the case of international transfers of funds) and investigating the source of or intended recipient of funds. It may also include making enquiries to establish whether a person is subject to sanctions. Exceptionally, this may delay the carrying out of the Customer's instructions or the receipt of cleared funds, but where possible, the Bank will advise the Customer of the reasons for and likely length of any delay. The Customer agrees that the Bank shall not be liable to the Customer for any loss incurred as a result of the Bank taking the actions set out in this Clause 21.

22 Liabilities and Indemnity

- 22.1 The Bank shall only be liable to the Customer for any direct loss caused by the Bank's fraud, gross negligence or wilful misconduct. The Bank is not liable for any indirect or consequential loss or damage, including loss of profit, howsoever caused, whether caused by the Customer or any third party, non- receipt by the Customer of a statement of account (howsoever delivered), any malfunction of any electronic or other device used to process any instruction or Card transaction or any failure of or unavailability of telecommunications, data communications and computer systems

and services, or virus infections in any of the internet systems utilised by the Bank, whether foreseeable or not and regardless of whether the Bank has received actual or constructive notice, or any failure by the Customer to report the loss of any mobile device used to access the Smart SMS Services.

- 22.2 The Bank shall not be liable for any losses suffered by the Customer as a result of participating in any promotion, competition or other events organised by retailers and other third parties.
- 22.3 The Bank expressly excludes any liability for loss or damage which may be caused to the Customer while the Bank is acting in good faith or in compliance with the applicable laws or regulations.
- 22.3 The Bank will not be liable for any loss or damage caused by any delay or failure to act on the Customer's instructions if:
- (a) there are insufficient funds in the Customer's accounts to execute such transaction or any minimum balance requirements are not met;
 - (b) the Bank doubts the genuineness or clarity of the Customer's instructions; or
 - (c) in the Bank's discretion, there has been a security breach; or
 - (d) such instructions are not compliant with the Bank's procedures; or
 - (e) the Bank is doing so in order to comply with any applicable law or regulation.

The Bank's records shall be sufficient proof that the instructions given other than in writing have been carried out as requested.

- 22.3 The Bank shall not be liable for any loss suffered by the Customer due to a Force Majeure event. For the purposes of this Clause 22.3, a Force Majeure event shall mean any event outside the control of either the Bank or the Customer and shall include war, riots, fire, strikes, Court order or any change in any law or regulation.

22.4 The Customer shall indemnify the Bank against any and all loss or damage incurred by the Bank arising from (i) the Bank providing the Customer with an account, (ii) any breach by the Customer of these General Conditions, (iii) the Bank acting on a Customer's instruction together with any costs, losses and expenses incurred by the Bank in enforcing its rights pursuant to these General Conditions or applicable law.

23 Transactions

23.1 All transactions available to the Customer under these General Conditions shall be subject to daily limits prescribed by the Bank from time to time.

23.2 The scope and functionality of services offered by the Bank under these General Conditions may be discontinued or varied from time to time at the Bank's discretion.

23.3 The Bank may suspend or terminate any of the services offered under these General Terms for any reason whatsoever, including in the event of any breach or suspected breach of security. Where practicable, the Bank will give the Customer reasonable prior notice of such suspension or termination.

23.4 All instructions transmitted by the Customer to the Bank in an electronic form which complies with the Bank's applicable procedures (including Smart SMS Services from the Customer's mobile telephone number) will be considered reliable by the Bank with binding legal force and effect. The Customer will not challenge the admissibility of the instruction on the grounds that it is made in electronic form.

24 Costs and Charges

The Bank may from time to time debit any account of the Customer in accordance with the Bank's standard costs and fees as set out in the Bank's tariff of charges. The Bank's standard tariff of charges is available on request and may be varied by the Bank from time to time.

25 Interest Rate

The Bank may amend interest rates, commissions and charges at its absolute discretion and shall notify the Customer of such changes. The Customer shall be bound to pay interest, commission and other charges at such modified rates as may be notified by the Bank from time to time.

26 Variation to these General Conditions

The Bank may at any time vary these General Conditions. Notice of any such amendment shall be made by the Bank in any manner the Bank deems sufficient to bring notice of the amendments to the attention of the Customer.

27 Termination

- 27.1 The Bank shall be entitled to decline to provide any service(s) if the Customer breaches any of its obligations in these General Conditions.
- 27.2 The Bank may at its absolute discretion close any or all accounts of the Customer at any time for any reason and serve a notification to this effect on the Customer as soon as reasonably practicable thereafter.
- 27.3 The Bank may terminate any of the services offered under these General Terms if any of the accounts of the Customer is closed for any reason whatsoever.
- 27.4 Provided there are no outstanding balances due to the Bank, the Customer may close any account at any time by giving written notice to the Bank.

28 Disclosure of Information

The Bank shall keep all information relating to the Customer confidential but the Customer authorises the Bank to disclose all confidential information to:

- 28.1 any member of the First Gulf Bank group of companies for purposes of legitimate group company business;

- 28.2 any professional advisor of the Bank who is under a duty of confidentiality to the Bank;
- 28.3 any authorised credit reference agency or credit bureau;
- 28.4 any third party (including a correspondent bank) who is providing a service to the Bank who needs to know the information for know your customer, anti-money laundering or regulatory purposes;
- 28.5 any actual or potential transferee or assignee of the Bank's rights under these General Conditions;
- 28.6 as required by law, government or regulatory authority or by Court order;
- 28.7 as required by a government or regulatory authority that the Bank reasonably believes has authority over the Customer.

29 Governing Law and Jurisdiction

- 29.1 These General Conditions shall be governed by the laws and regulations of the United Arab Emirates.
- 29.2 The Bank and the Customer agree to the exclusive jurisdiction of the Courts of the Emirate of Abu Dhabi.