

VISION BANK LIMITED

GENERAL TERMS AND CONDITIONS

1. PREAMBLE

- 1.1 This is a legal document setting forth rights and obligations between you and the Bank.
- 1.2 These General Terms and Conditions represent the entire agreement between you and the Bank. The Online Banking Platforms Terms form a schedule to the General Terms and Conditions. Any Products selected by you from time to time, shall be documented by product specific terms and conditions which shall form part of, and be subject to these General Terms and Conditions. When you use a Product you agree to these General Terms and Conditions including, the Online Banking Platforms Terms.

2. DEFINITIONS

In these General Terms and Conditions, unless the context requires otherwise, the following terms shall have the following meanings:

Additional Terms	means, the Privacy Notice, and any additional terms specific to any Products that you may receive through the Online Banking Platforms;
ADGM	means, Abu Dhabi Global Markets;
ADGM Courts	means, the courts of the ADGM;
ADGM Data Protection Regulations 2021	means, the data protection regulations enacted on 11 February 2021 by the board of directors of the ADGM, in exercise of its powers under Article 6(1) of Law No. 4 of 2013 concerning the ADGM;
ADGM SCT	means, the small claims tribunal, or equivalent thereof, at the ADGM Courts;
AED	means, the lawful currency of the UAE;
AEOI	means, the Automatic Exchange of Information, an international standard that governs how tax authorities in the participating countries exchange data relating to accounts of taxpayers. The common reporting standard (CRS) is an information standard for such exchange of information on a global level, developed by the Organisation for Economic Co-operation and Development (OECD);
Affiliate	means, an entity or individual that controls, is controlled by, or is under common control with, the first entity, and "control" means the ability to

	direct the policies or operations of an entity whether by contract, ownership of equity interests, or otherwise;
AML and SR&G Rules	means, the Anti-Money Laundering and Sanctions Rules and Guidance (AML) module of the FSRA handbook in force from time to time (as applicable in the ADGM);
Applicable Laws	means, any applicable law and/or regulation (including any laws and regulations issued by the ADGM, FSRA, or any other regulator that regulates the Bank from time to time);
Authorized Signatory	means, any person appointed by you in accordance with Clause 15;
Authorized User	means, any of the following users being a: <ul style="list-style-type: none"> (i) Client Authorized Account Approver; (ii) Client Authorized Manual Instruction Signatory; (iii) Client Approved Authorized Administrative User; or (iv) Client Authorized Transaction User;
Bank	means, Vision Bank Limited, including any of its branches, successors and assignees;
Bank Client	means, the legal entity that has agreed to enter into a contractual agreement with the Bank for access to the Bank Systems and/or the provision of the Bank's Products;
Bank Firms	means, the Bank, and all of its Affiliates;
Bank Parties	means, any Bank Firms' partners, employees, agents, contractors or suppliers;
Bank Systems	means, the Online Banking Platforms and any other systems, whether electronic or not, that are used by the Bank in order for it to provide Products;
Business Day	means, a day on which banks are open for general business in the UAE and where relevant in relation to any currency other than AED, a day on which the commercial banks and foreign exchange markets are open for business in that relevant currency;
Client Approved Authorized	means, any user authorized by you to set up on the Online Banking Platforms; to create Client Authorized Transaction Users and provide such users with such authority as you have approved, to initiate and

Administrative User	means, approve transactions on your behalf on the Bank Systems in relation to the Products and/or view content on the Bank Systems and Online Banking Platforms, provided that such users are acceptable to the Bank at its discretion;
Client Authorized Account Approver	means, any user authorized by you to: <ul style="list-style-type: none"> (i) initiate a relationship with the Bank including completing and executing any onboarding documentation with the Bank; and (ii) open an account with the Bank.
Client Authorized Manual Instruction Signatory	means, any user authorized by you to give any manual instructions in writing in relation to any account or Product with the Bank. This may include, but shall not be limited, to giving instructions in contingency scenarios where the Bank Systems are not available, or giving instructions or signing documents which cannot be given/submitted through the Online Banking Platforms, provided that such users are acceptable to the Bank at its discretion;
Client Authorized Transaction User	means, any user authorized by a Client Approved Authorized Administrative User to initiate and approve transactions on your behalf on the Bank Systems in relation to the Products and/or view Content on the Bank Systems, at all times in accordance with the rights, privileges and roles assigned to such users by the Client Approved Authorized Administrative Users;
Client Instructions	means any instruction, direction, or Content that your Authorized User enters into on the Bank Systems to access, enable and/or execute a Product to be made available to you;
Client Money	has the meaning given to it in the COB Rules;
COB Rules	means, the Conduct of Business Module of the FSRA handbook in force from time to time (as applicable in the ADGM);
Cookies	means, a small piece of text which is downloaded and stored on your hard drive to store information;
Confidential Information	means, all information and data (including any Personal Information and/or Sensitive Personal Information) provided by you to us in connection with these General Terms and Conditions unless: (i) it is or later becomes publicly available through no fault of the Bank; (ii) was known to us (without an obligation of confidentiality to you) before its disclosure by you; or (iii) later is rightfully developed or obtained from

	independent sources free from any duty of confidentiality;
Content	means, your account information and similar materials relevant to each Product on the Bank Systems, including any data relating to you, any other material generally found on the Bank Systems, or that are otherwise named in these General Terms and Conditions, and any Client Instructions entered into on the Bank Systems by your Authorized Users;
Correspondent Bank	means a bank which the Bank enters into a correspondent banking relationship with;
FATCA	means, the Foreign Account Tax Compliance Act 2010 of the United States of America, the related international agreements and undertakings and; <ul style="list-style-type: none"> (a) any associated treaties, laws or regulations of any other jurisdiction, and/or; (b) any associated treaties, laws or regulations of any other jurisdiction relating to an intergovernmental agreement between the United States of America and any other jurisdiction, in each case which facilitates the implementation of the Foreign Account Tax Compliance Act 2010.
Force Majeure	means, any circumstance not within the Bank's reasonable control including, without limitation: <ul style="list-style-type: none"> (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; (f) collapse of buildings, fire, explosion or accident; (g) any labour or trade dispute, strikes, industrial action or lockouts; and (h) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on

Clause 18.2.7

FSRA	means, the Financial Services Regulatory Authority in the ADGM;
FSRA Rulebook	means, all applicable rulebooks of the FSRA including but not limited to the general rulebook, together with its appendices, issued by the FSRA to provide the regulatory framework for financial services in the ADGM;
General Terms and Conditions	means, these general terms and conditions applicable to any Product to be provided to you by the Bank or its Group Members from time to time;
Group Member	means, any foreign branch or subsidiary of the Bank;
Market Counterparty	has the meaning given to it in the COB Rules;
Materials	means, data, software, designs, utilities, tools, models, systems and other methodologies and know-how that is licensed to the Bank and/or owned by the Bank for developing the Online Banking Platforms, in order to provide the Products and develop the Content;
Online Banking Platforms	means, various platforms of the Bank to access the Bank's banking services online, including, but not limited to the Bank's web-based and mobile application;
Online Banking Platforms Terms	means, the specific terms and conditions applicable to the Online Banking Platforms, as set out in Schedule 1 (<i>Online Banking Platforms Terms</i>) of the General Terms and Conditions;
Payment Service Providers	means a payment service provider which the Bank enters into a payment services relationship with;
Personal Information	has the meaning given to it in the ADGM Data Protection Regulations 2021;
PEP	has the meaning given to it in the AML and SR&G Rules;
Privacy Notice	means, the data privacy notice provided to you by the Bank in respect of the protection of your data from time to time;
Process Purposes	means, any purpose related to (i) the provision of the Products, (ii) comply with regulatory requirements, (iii) check conflicts, (iv) for quality, risk management, financial accounting purposes, and/or (v) the provision of other administrative support services;
Product	means, any product or service offered and/or provided by the Bank to you from time to time;

Professional Client		has the meaning given to it in the COB Rules;
Restricted Person		means, a person: <ul style="list-style-type: none"> a) that is listed on, or owned or controlled by or otherwise connected with a person listed on, a Sanctions List, or a person acting on behalf of, or at the direction, of such a person; b) located in or organised under the laws of a country or territory that is the subject of country, or territory-wide Sanctions (being, at the date of these General Terms and Conditions, Cuba, Iran, Iraq, Libya, North Korea, Sudan and Syria or as notified to you by the Bank from time to time, or a person who is owned or controlled by or otherwise connected with, or acting on behalf, or at the direction, of, such a person; or c) that is otherwise the direct or indirect target of Sanctions;
Retail Client		has the meaning given to it in the COB Rules;
Sanctions		means, any laws, rules, regulations, decrees, notices or orders (including any executive orders) relating to embargoes, sanctions, anti-money laundering, anti-drug trafficking, anti-terrorist financing, export controls or other similar activities or restrictions, made by any jurisdiction or person;
Sanctions List		means, the specially designated nationals and blocked persons list made by any jurisdiction or government, legislative, supra-national, regulatory or enforcement body (each as amended, supplemented or substituted from time to time) that the Bank has to adhere to in accordance with Applicable Law;
Security Information		means, any user identification code and password of an Authorized User, and any other information that may be provided by an Authorized User and/or by the Bank as required to clear any of the Bank's security procedures;
Sensitive Personal Information		has the meaning given to it in the ADGM Data Protection Regulations 2021;
Third Parties Act		means, the Contracts (Rights of Third Parties) Act 1999 in relation to the enforcement of contractual terms by third parties enacted on 11 November 1999, as applicable in the ADGM;
Third Party Service		means, any products or services offered through resources that are

located on servers not under the control of the Bank, or for which organizations other than the Bank are responsible;

UAE means, the United Arab Emirates; and

Ultimate Beneficial Owner has the meaning given to it in the AML and SR&G Rules.

3. INTERPRETATION

In these General Terms and Conditions, unless the context requires otherwise:

- (a) references to “**you**” or “**your**” shall be construed as including references to you and any of your Authorized Signatories, Authorized Users, directors, officers and employees;
- (b) references to “**we**”, “**us**” or “**our**” shall be construed as including references to the Bank;
- (c) sections, clauses, and headings are for convenience only and shall not affect the interpretation of any of these General Terms and Conditions;
- (d) a reference to a provision of any Applicable Laws is a reference to that provision, as extended, applied, amended, or re-enacted from time to time and includes any subordinate legislation as amended from time to time;
- (e) words used in these General Terms and Conditions denoting the masculine gender shall include the feminine gender;
- (f) words used in these General Terms and Conditions denoting the singular number shall include the plural number and vice versa;
- (g) words implying a person shall include a sole proprietor, individual, partnership, firm, company, corporation, or any other natural or legal person whatsoever;
- (h) where the words “**includes**” or “**including**” are used, they shall be read as meaning “includes without limitation” and “including without limitation” respectively; and
- (i) where these General Terms and Conditions provide that the Bank may or is entitled, permitted or authorized to do, decide or determine something (however this is referred to), it is entitled to do so in its sole discretion, unless expressly stated otherwise.

4. ABOUT US

- 4.1 The Bank is registered in the ADGM with registered number 000001012, and its registered address at Floor 30, Al Maqam Tower, Abu Dhabi Global Market Square, Al Maryah Island, Abu Dhabi, UAE. The Bank is regulated by the FSRA and licensed under category 1 of the ADGM Financial Services and Markets Regulations.

About the limitations on services rendered by us

- 4.2 In accordance with the federal laws of the UAE:
- 4.2.1 we do not accept deposits in AED or from the UAE states markets nor will we undertake foreign exchange transactions involving AED; and
 - 4.2.2 we do not provide credit in AED.

5. PRE-CONDITIONS TO USE OF OUR PRODUCTS

- 5.1 These General Terms and Conditions govern the access to, and use of the Bank's banking services and the use of our Online Banking Platforms.
- 5.2 These General Terms and Conditions should be read in conjunction with any Additional Terms that you may receive through the Online Banking Platforms or other channels of communication open to us, including all modifications and amendments made to any of the aforementioned documents. Additional Terms, if any, will be provided to you prior to you being granted access to the particular Product to which they relate.
- 5.3 These General Terms and Conditions and any Additional Terms including all modifications and amendments to these aforementioned documents form your legal agreement with us to grant your Authorized Users access to the Online Banking Platforms, for the purposes of accessing and using the Products.
- 5.4 In consideration of the Bank agreeing to grant you access to the Bank Systems and make Products available to you, you agree to these General Terms and Conditions. These General Terms and Conditions supplement the terms (if any) contained in any application form and/or letter (in either case, in paper format or using the relevant Online Banking Platforms, as the case may be) shall collectively apply to, and govern, the Products provided to you by the Bank.
- 5.5 Unless stated otherwise, the definitions set out in these General Terms and Conditions apply to each Product.
- 5.6 In addition to these General Terms and Conditions, a Product may also be subject to other terms and conditions relating to that Product, as may be agreed between you and the Bank or its Group Members from time to time. Such additional terms and conditions shall be disclosed and/or available on, or through, the website or by any other means, as prescribed by the Bank from time to time. References to "General Terms and Conditions" contained herein shall, where applicable, include the Additional Terms and be deemed to include any further additional terms and conditions which may be applicable to a particular Product provided to you, as agreed between you and the Bank or its Group Members from time to time.
- 5.7 In the event of any conflict or inconsistency between these General Terms and Conditions and the terms of a specific Product (including any terms relating to a specific Product as set out in the schedules to the General Terms and Conditions) and any Additional Terms, the specific Product terms shall prevail. If there is any conflict or inconsistency between a specific Product term (including, as set out in any

schedule to these General Terms and Conditions, the Privacy Notice, and the Additional Terms (excluding the Privacy Notice), the order of precedence with the first document prevailing over the other documents shall be:

- 5.7.1 specific Product terms;
 - 5.7.2 Privacy Notice; and
 - 5.7.3 Additional Terms (excluding the Privacy Notice).
- 5.8 By taking any step prescribed by us from time to time which amounts to an acceptance of the General Terms and Conditions (including completion of any form, and/or use of any Product), you confirm that you have read, understood, accepted and agreed to be bound by these General Terms and Conditions.
- 5.9 You agree that any electronic or any other method of acceptance of these General Terms and Conditions prescribed by us from time to time shall constitute your acceptance of and agreement to be bound by these General Terms and Conditions as if you had accepted and agreed to be bound by them in writing.
- 5.10 You agree that the clause headers used by us in these General Terms and Conditions do not have any legal meaning and are merely included as guidance to assist you in navigating these General Terms and Conditions.

6. HOW WE ON-BOARD AND CATEGORIZE YOU

- 6.1 The applicable COB Rules require the Bank to classify each of its clients as one of the following: (i) a Retail Client; (ii) a Professional Client; or (iii) a Market Counterparty. Notification of your classification and the provision of further relevant information concerning classification are contained in a separate document either accompanying these General Terms and Conditions or under separate cover in a classification notice. You acknowledge that the Bank has provided you with such classification notice. You agree that you are responsible for keeping us informed about any change that could affect your categorization.

Retail Client

- 6.2 The Bank does not have a retail endorsement. If you request categorization as a Retail Client, we will not be permitted to on-board you as a client or provide you with any Product. If you are an existing client of the Bank at the time at which you choose to be classified as a Retail Client, you agree that we have the unconditional right to terminate our relationship with you in the most efficient manner we deem appropriate.

Market Counterparty

- 6.3 If you are categorized by the Bank as a Market Counterparty, you may not benefit from the protection afforded by certain rules in the FSRA Rulebook that apply to Retail Clients and Professional Clients but not to Market Counterparties.

Professional Client or Market Counterparty

- 6.4 Where you are classified as either a Professional Client or a Market Counterparty, we are under no duty to comment on the suitability, advisability or appropriateness of any requested transaction and we will not consider such factors when executing any instructions received from you.

Change of Details

- 6.5 You must advise us immediately of any changes (including expiration of) in your address, domicile (including tax residence), constitutional documents, any information you shared to meet the Bank's "know your customer" checks, and any other information and/or documentation that you have provided to us and provide us with any such updated information. You must also provide all information requested by us from time to time so we can comply with Applicable Law. Such communications shall be received by us in accordance with Clause 7.

7. HOW TO COMMUNICATE WITH US

Your communications with us

- 7.1 We may, from time to time, require you to send communications in a specific form or by a specific method (including in writing, email, secure messaging or any other electronic means), for any reason we consider appropriate. Communications shall only be deemed to be validly given or served by you when received by us.
- 7.2 You understand that we shall be entitled to rely upon, and may process, any communication issued by you or on your behalf and that we shall not be obliged to seek confirmation of the authenticity of the communication.
- 7.3 We shall only be required to act upon any communication that is required to be made by you:
- 7.3.1 in writing where it is duly signed by you or your Authorized Signatory ; or
 - 7.3.2 by any other means approved by us from time to time,
- and authenticated by us by validating against the specimen signature in the records or by any other means at our discretion.

Delay or refusal to process communications

- 7.4 We may delay or refuse to process any communication:
- 7.4.1 if we believe that it is not accurate or authentic; or
 - 7.4.2 if we could or would be in breach of any Applicable Laws, our internal policies or any other duty applicable to any Group Member by processing it; or
 - 7.4.3 if a transaction executed based on your communication would breach any restrictions

imposed by or on us from time to time (such as any applicable maximum or minimum daily limits); or

7.4.4 if we suspect a breach of security or fraudulent activity; or

7.4.5 for any other valid reason.

Communications from us to you

7.5 We may send communications with respect to these General Terms and Conditions and/or any Product to you, through any method of communication we deem appropriate. You shall bear all risk of any liability in connection with the delivery of communications.

7.6 Unless we agree otherwise in writing, any communication sent to by us to you is deemed to be validly given to you:

7.6.1 where it has been sent by post to your registered and/or correspondence address, on the fourth Business Day after being deposited in the post (with postage paid) in an envelope addressed to you at the relevant address;

7.6.2 where it has been sent by courier to your address, on the day upon which the courier company confirms delivery;

7.6.3 where it has been sent by way of hand delivery to your address, on the day it has been left at your address (if a Business Day) or the next Business Day (if it has been left at your address on a day which is not a Business Day);

7.6.4 where posted on the website, on the day upon which such posting comes online; or

7.6.5 where it has been sent by any electronic means of communication, at the time of transmission (provided that if the date of transmission is not a Business Day, it shall be deemed to have been received at the opening of business on the next Business Day).

8. CHANGES TO THESE GENERAL TERMS AND CONDITIONS

8.1 You agree that we may change, replace, supplement or delete any of these General Terms and Conditions (including changing any profit rates (such as any prevailing rate), charges, and any features of the Products) at any time. If there are any changes to these General Terms and Conditions, we shall give you reasonable notice of such changes (at our sole discretion) through any means of communication deemed appropriate by us.

8.2 We may also make changes to the Products and Content, including the availability of any Third-Party Services. We reserve the right to do so without prior notice to you.

8.3 Retention or use of any Product after the effective date of such changes shall be deemed to constitute your acceptance of such changes without reservation.

- 8.4 For the avoidance of doubt, the rebranding or renaming by us of any Product shall not be construed as a change to these General Terms and Conditions. We shall have the right to change the branding or name of any Product at any time without any obligation to notify you.

Changes to the Online Banking Platforms Terms in Schedule 1

- 8.5 Changes to the Online Banking Platforms Terms will become effective upon the earlier of:

8.5.1 when an Authorized User accesses the Online Banking Platforms (other than as reasonably necessary to view the changes) after receiving notice of the changes;

8.5.2 when you indicate your agreement to the changes through a notice provided by the Online Banking Platforms; or

8.5.3 automatically after thirty (30) days following the date on which the Bank issues a notice on its website or sends you a written notice, unless the notice states a different effective date.

- 8.6 It is your responsibility to check the Online Banking Platforms, the Products, and/or your e-mail on a regular basis to receive important and timely notices from the Bank.

9. HOW WE TREAT CONFIDENTIAL INFORMATION

- 9.1 By using the Products you consent to us processing your Confidential Information, which may include your Personal Information and/or Sensitive Personal Information, in accordance with this Clause 9.

- 9.2 You authorize us to collect your Confidential Information from any one of the following sources:

9.2.1 **directly from you:** this is information you provide to us in the course of us providing the Products to you;

9.2.2 **an agent and/or third party acting on your behalf:** for example, a third-party fund manager who provides asset management services to you; and/or

9.2.3 **publicly available sources:** for example, credit reference agencies, credit bureaus or other financial institutions.

9.2.4 **any other source:** for example, your information received as part of a third-party transaction.

- 9.3 We may use your Confidential Information to offer/advise you about Products from the Bank or a Group Member.

- 9.4 We may also use your Confidential Information to provide you with information which we think you may find interesting in relation to our other Products. Such information may be sent to you by post, email, telephone and/or by any other channel at the Bank's sole discretion, unless you have asked us not to do so in writing.

- 9.5 You authorize us to inform any potential investor in the Bank, directly or indirectly through their agents, about the existence of a client relationship with you.
- 9.6 If you do not provide us with the necessary Confidential Information or withdraw your consent to the processing of your Confidential Information, we may not be able to provide the Products to you.
- 9.7 We may share your Confidential Information with the following third parties (subject to any prohibition under any Applicable Laws):
- 9.7.1 any Group Member, Bank Firms, and/or Bank Parties, for internal reasons, primarily for business and operational purposes;
 - 9.7.2 trusted third parties where the Bank has retained them to provide services that you or the Bank's other clients have requested, such as payment recipients, beneficiaries, account nominees, intermediaries, correspondent and agent banks, payment service providers, clearing houses, clearing or settlement systems, Market Counterparties, upstream withholding agents, swap or trade repositories, stock exchanges and companies in which you have an interest in securities;
 - 9.7.3 third parties which perform functions on the Bank's behalf and which also provide services to the Bank, such as professional advisors and IT consultants carrying out testing and development work on the Bank's business technology systems, research and mailing houses and function coordinators;
 - 9.7.4 any third party who acquires, or merges with, the Bank;
 - 9.7.5 credit reference agencies;
 - 9.7.6 a court of competent jurisdiction pursuant to an order of that court;
 - 9.7.7 any applicable regulatory bodies and/or other governmental authorities; or
 - 9.7.8 any third party if any bankruptcy, insolvency or reorganization proceeding is brought by or against the Bank, in which case all such information will be considered an asset of the Bank and sold or transferred to such third party,
- who may collect, use, transfer, store or otherwise process such information in the various jurisdictions in which they operate for any of the Process Purposes.
- 9.8 We may also share your Confidential Information with third parties:
- 9.8.1 to comply with a legal and/or regulatory obligation;
 - 9.8.2 when we reasonably believe that an Applicable Law requires it;
 - 9.8.3 at the request of governmental authorities conducting an investigation;

- 9.8.4 to verify or enforce these General Terms and Conditions;
 - 9.8.5 to detect and protect against fraud, or any technical or security vulnerabilities;
 - 9.8.6 to respond to an emergency; and/or
 - 9.8.7 otherwise to protect the rights, property, safety, or security of third parties, visitors, the Bank's business or the public.
- 9.9 Any transfer of your Confidential Information pursuant to Clauses 9.7 and 9.8 may, from time to time, involve transferring your Confidential Information outside of the ADGM to a jurisdiction that does not provide the same level of data protection as the ADGM and you consent to any such transfer.
- 9.10 We acknowledge that you have the following rights under the ADGM Data Protection Regulations 2021:
- 9.10.1 the right to obtain access to your Personal Information and/or Sensitive Personal Information held by us, including confirmation of to whom your Personal Information and/or Sensitive Personal Information has been disclosed; and
 - 9.10.2 the right to have your Personal Information and/or Sensitive Personal Information corrected if it is inaccurate or incomplete.
- 9.11 You agree to be bound by our Privacy Notice as may be amended from time to time, and confirm that you have obtained consent from all Authorized Users and/or Authorized Signatories for the processing of their personal information. If you have any questions in relation to this Clause 9, you can email us at the e-mail address as specified on the Bank's website.

10. YOUR CONFIDENTIALITY OBLIGATIONS

- 10.1 You must ensure that no unauthorized person or entity shall have access to your banking items related to Product (such as log in credentials, security token etc.) or Confidential Information. You must take all necessary care to prevent any unauthorized use of, or access to, such information or items and comply with any security requirements prescribed by us from time to time (including any additional security requirements in respect of specific Products).
- 10.2 If you become aware or suspect that any of your banking items or Confidential Information have been lost, stolen or disclosed to a third party, or you become aware of any unauthorized use of or access to your Products, you must immediately notify us and follow any instructions given to you by us.

11. WHAT TO DO IF YOU HAVE A COMPLAINT

If you have any cause for complaint in relation to any aspect of your relationship with us, your complaint should be made in accordance with the complaints process as outlined on the Bank's website.

12. TAX COMPLIANCE

- 12.1 You shall promptly provide to us all information that we may hereafter reasonably require in the format requested in order to ensure, among other things, compliance with AEOI and the appropriate classification for tax residency purposes.
- 12.2 As part of our compliance with any tax obligations, you agree that we shall be entitled to deduct or withhold tax on payments for or to account for a tax obligation.
- 12.3 You agree that you shall promptly notify us of any change in rate, basis or classification relating to a tax obligation, including if you subsequently become subject to any changes in your FATCA or AEOI status or classification.
- 12.4 You agree to provide to us with any documentation, forms and other information relating to your status under FATCA or AEOI, and any other information required under any Applicable Laws that we may request from time to time.
- 12.5 For the avoidance of doubt, you agree that we are entitled to make payments to you subject to any withholding or deduction required pursuant to a tax obligation.
- 12.6 No additional amount shall be payable to you, or held for you, by us to compensate for such withholdings or deductions made in compliance with any applicable tax obligation.
- 12.7 For the avoidance of doubt, you agree that we have not given you any financial, tax or legal advice, and you are solely responsible for taking financial, tax and legal advice in connection with any Product and understanding the tax and legal consequences of using our Products.

13. OUR CHARGES

We shall have the right to levy such charges in relation to any Product (including in respect of any particular services, actions, events, processes or circumstances forming part of a Product and including but not limited to transaction fees and processing fees) as prescribed by us from time to time. We may deduct any charges due from you, without first giving notice to you.

14. OUR CORRESPONDENT BANKING AND PAYMENT SERVICE PROVIDER RELATIONSHIPS

- 14.1 We shall have the absolute right to provide you with part or all of the Products through the use of the Bank's correspondent banking and/or payment service provider relationships. This would include but is not limited to:
 - 14.1.1 the depositing of funds which you place on deposit with the Bank with Correspondent Banks and/or Payment Service Providers; and
 - 14.1.2 disbursing credit facilities to you directly from Correspondent Banks and/or Payment Service Providers.
- 14.2 We shall have the right to use Correspondent Banks and/or Payment Service Providers in providing

you with the Products pursuant to the terms of this Clause 14 without seeking your prior approval or consent. The use of Correspondent Banks and/or Payment Service Providers in the provision of any Products to you shall not relieve us of any obligations we owe to you pursuant to these General Terms and Conditions or any other terms which may be applicable to the Products provided by us to you.

- 14.3 Subject to any limitations provided for in the ADGM Data Protection Regulations 2021, you consent to us providing Correspondent Banks and/or Payment Service Providers with any information about you which a Correspondent Bank and/or Payment Service Provider may require in order to provide us with correspondent banking and/or payment services.

15. INDIVIDUALS THAT MAY DEAL WITH THE BANK ON YOUR BEHALF

- 15.1 You may appoint one or more persons to deal with the Bank on your behalf by completing our signature form (which may be in paper format or using the relevant Online Banking Platforms, as the case may be) for each Client Authorized Manual Instruction Signatory, setting out their name and specimen signature, or by any other means that the Bank may prescribe from time to time.
- 15.2 We are entitled to rely on the list of Authorized Signatories on record with the Bank and on any instruction given by a person included in that list.
- 15.3 For the avoidance of doubt, a notice or information given by or to any of your Authorized Signatories shall be considered to have been given by or to you, as appropriate.
- 15.4 If you change the list of Authorized Signatories you are required to notify us of such change immediately, failing which Clause 15.1 will apply.
- 15.5 We shall be entitled to deal and transact with your attorneys in relation to our Products and these General Terms and Conditions, even if your attorneys are not Authorized Signatories. We shall have no obligation to verify whether any of your attorneys has been validly appointed (such as by reviewing any power of attorney appointing such attorney) or is acting within the scope of any authority delegated to him. You shall remain responsible for the acts and omissions of your attorneys as if they were your own, irrespective of whether such acts and omissions were within the scope of the attorney's authority.
- 15.6 You shall ensure that in using any Product or otherwise dealing with us, you shall comply with these General Terms and Conditions. We shall not be responsible for, and you shall indemnify and hold harmless the Bank from and against, any liability arising out of any act or omission by you when using or accessing (or attempting to use or access) a Product.
- 15.7 We may permit any person appearing to us to be your representative to collect documents on your behalf. We shall not be responsible for any liability arising out of or in connection with allowing your representative (or person appearing to be your representative) to collect documents from us.

16. HOW OUR RELATIONSHIP WITH YOU MAY BE TERMINATED

Termination

- 16.1 We may in our absolute discretion and at any time with or without cause terminate your use of or access to all or any of Products (including, any specific part or parts of any particular Product). Such action (including for the avoidance of doubt, shall include any court orders, regulatory instructions, enforcement directives and/or similar processes) may be taken in situations including but not limited to:
- 16.1.1 where you are subject to any event set out in Clause 17.1.7;
 - 16.1.2 where you object to any changes to these General Terms and Conditions; or
 - 16.1.3 where you make any misrepresentations to us or breach any of these General Terms and Conditions.
- 16.2 While we shall use reasonable endeavors to notify you before taking action under Clause 16.1, we shall have the right to do so without notifying you in advance.
- 16.3 In addition to any other termination rights that we may have under these General Terms and Conditions, we shall have the right to terminate any Product and our relationship with you if you breach any of your obligations under these General Terms and Conditions.
- 16.4 In the event of termination of any Product or breach by you of these General Terms and Conditions, we shall, subject to Applicable Laws, have the right to exercise any of our termination and/or enforcement rights and to seek all remedies available to us under these General Terms and Conditions.
- 16.5 Your Authorized Users shall be granted access to the Online Banking Platforms until termination of these General Terms and Conditions in accordance with this Clause 16.
- 16.6 Upon receipt of a notice of termination of these General Terms and Conditions for a particular Bank Product by you, access to the Online Banking Platforms for all relevant Authorized Users will be revoked and your Authorized Users shall not be permitted to access or use the Online Banking Platforms, the relevant Product or Content, and all such access and use shall be ceased. Any use of the Online Banking Platforms, the Products, or Content after termination of these General Terms and Conditions shall constitute a breach of these General Terms and Conditions. However, if your Authorized Users nonetheless continue to access or use the Online Banking Platforms, our services, or Content in spite of termination of these General Terms and Conditions or a particular services of ours, we reserve all of our rights to any applicable remedy in respect of your continued use in breach of these General Terms and Conditions and your use or access shall still be subject at all times to all restrictions, limitations and obligations applicable to current users included in the version of these General Terms and Conditions then in effect.
- 16.7 The other provisions of these General Terms and Conditions as more particularly described in Clause 20 that give either you or us rights or obligations beyond its termination shall continue indefinitely following the termination in breach of these General Terms and Conditions.
- 16.8 In the event that we terminate these General Terms and Conditions we shall not be liable to you for,

and you shall not be entitled to a claim against us or any Bank Firm, whether in contract, tort or otherwise, for any loss, liability, cost, damage or other injury of any kind whatsoever, including for consequential, incidental, indirect, special, or punitive damages, including lost profits, business interruption, loss of programs or data on any information handling systems or otherwise, arising out of or resulting from our termination of these General Terms and Conditions, and you hereby irrevocably waive any rights you may have to do so.

17. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS MADE BY YOU

17.1 You hereby make the following representations and warranties to the Bank at the commencement of your relationship with us and they shall be deemed to be continuously made throughout the duration of your relationship with us and your use of the Products.

17.1.1 You are duly incorporated/established and validly existing under the laws of the jurisdiction of your incorporation/establishment.

17.1.2 The obligations expressed to be assumed by you under these General Terms and Conditions constitute your legal, valid, binding and enforceable obligations and you will not violate any of these General Terms and Conditions.

17.1.3 You have the power to enter into, deliver and perform, and have taken all necessary action to authorize your entry into, performance and delivery of, these General Terms and Conditions and the transactions contemplated by them.

17.1.4 All authorisations, approvals, consents and permits required or desirable to enable you lawfully to enter into, exercise your rights and comply with your obligations under these General Terms and Conditions have been obtained and are in full force and effect.

17.1.5 The value of your assets is not less than your liabilities, taking into account contingent and prospective liabilities.

17.1.6 You shall notify us promptly upon becoming aware (and provide full details), if you:

17.1.6.1 become, or are reasonably likely to become, a Restricted Person or have any dealings with any Restricted Person; or

17.1.6.2 are subject to, involved in or threatened with any complaint, claim, proceeding, formal notice, investigation or other action by any regulatory or enforcement authority or third party concerning any Sanctions.

17.1.7 No corporate action, legal proceedings or other procedure or step in relation to:

17.1.7.1 the suspension of payments, a moratorium of any indebtedness, winding- up, dissolution, insolvency, bankruptcy, administration or reorganization (by way of voluntary arrangement, scheme of arrangement or otherwise) in respect of you other than a solvent liquidation or reorganization;

- 17.1.7.2 a composition, compromise, assignment or arrangement with any of your creditors;
- 17.1.7.3 the appointment of a liquidator (other than in respect of a solvent liquidation), receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of your assets; or
- 17.1.7.4 the enforcement of any encumbrance over any of your assets,
or any analogous procedure or step has been taken or threatened in relation to you.
- 17.1.8 No expropriation, attachment, sequestration, distress or execution is affecting or has been threatened in relation to your assets.
- 17.1.9 You have not engaged or rewarded any person for engaging in or been engaged or been rewarded for engaging in any activity, practice or conduct for the purpose of or in connection with bringing about an improper performance by any person of a particular function or activity.
- 17.1.10 You have not breached any Applicable Laws nor will you use any Product for an unlawful purpose.
- 17.1.11 You are not entitled in any jurisdiction to claim for yourself or any of your property or assets immunity in respect of any of your obligations under these General Terms and Conditions from service of process, jurisdiction, suit, execution, attachment (whether before judgment, in aid of execution or otherwise) or other legal process.
- 17.1.12 Your entry into these General Terms and Conditions constitutes, and the exercise of your rights and performance of and compliance with your obligations under these General Terms and Conditions will constitute, private and commercial acts done and performed for private and commercial purposes.
- 17.1.13 You have, through due diligence, established the identities of all of your beneficial owners and the source of your, and each of your beneficial owners', wealth, funds and shall retain evidence of any such identities, any such source of wealth or funds and any such due diligence.
- 17.1.14 Any information and/or documentation that you have provided or will provide to us (or a third party has provided or will provide to us on your behalf) shall be complete, true, accurate and up-to-date. You authorize and agree to our verification of any such information and/or documentation from whatever sources we consider appropriate.
- 17.1.15 You undertake that you shall notify us immediately in writing if any representation, warranty, undertaking or confirmation contained herein, or any information and/or documentation provided hereunder, becomes or is likely to become untrue or inaccurate in

whole or in part at any time.

18. LIABILITY AND INDEMNITY

Performance of our obligations

- 18.1 We shall not be responsible for any failure to perform any of our obligations hereunder if such performance would result in us being in breach of any Applicable Laws or our internal policies.
- 18.2 Without prejudice to any other terms of these General Terms and Conditions, we shall not be responsible for any action or failure to perform any of our obligations, hereunder in case of:
- 18.2.1 the non-availability of the website or any other functionality forming part of any Product;
 - 18.2.2 any delays, failures, errors or other shortcomings in executing, processing or completing any transfer, remittance, withdrawal, payment or other transaction as a result of the actions of any third party (including any intermediary bank);
 - 18.2.3 the Bank acting upon or refraining from acting upon any communication, or any delay in executing any communication;
 - 18.2.4 any failure, delay or other shortcoming of any third party in relation to acting on any communication;
 - 18.2.5 the generation, delivery, management and receipt of any communications conveyed by telephone, mobile, fax or internet;
 - 18.2.6 any errors or delays in the transmission of any communications or any unauthorized alteration, usage or manipulation of the information contained in them or otherwise caused as a result of their delivery;
 - 18.2.7 any Force Majeure;
 - 18.2.8 the termination of any Product (or part thereof) and/or our relationship with you;
 - 18.2.9 any losses or liabilities incurred by you resulting from fraudulent activity in circumstances where we duly executed instructions from an Authorized Signatory ; and
 - 18.2.10 anything arising from your access to and use of the Online Banking Platforms.

Indemnification

- 18.3 You shall indemnify and hold us, harmless from and against, any liability arising directly or indirectly out of our relationship with you and against all claims by third parties and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) including due to or arising out of:
- 18.3.1 a breach of any representation, warranty, undertaking, confirmation, or agreement by you

contained herein or in any other document provided by you to us or in any agreement executed by you with us;

- 18.3.2 any unauthorized use of, or access to, your Products in accordance with Clause 10;
 - 18.3.3 any disclosures made by us in accordance with Clause 8;
 - 18.3.4 any failure by you or a third party to provide us with any information and/or documents that we request, as well as for any error, omission, inadequacy or inaccuracy in any information and/or documents that you or a third party provide to us;
 - 18.3.5 the Bank acting in good faith upon your instructions;
 - 18.3.6 any dispute between you and any third party;
 - 18.3.7 your failure to observe the security measures as prescribed by us from time to time;
 - 18.3.8 any unauthorized access by, or disclosure of Confidential Information to, third parties;
 - 18.3.9 our compliance with any Applicable Laws, our internal policies, tax obligations or agreements with tax authorities;
 - 18.3.10 any impact on the availability of funds arising or resulting from compliance by us with Applicable Laws;
 - 18.3.11 your failure to observe any of your security obligations under these General Terms and Conditions;
 - 18.3.12 the accuracy of any information transmitted to our systems by you or on your behalf;
 - 18.3.13 a third party's access to the Online Banking Platforms, or use of, or reliance on the Products or Content disclosed to it, by or through you or at your request;
 - 18.3.14 a breach of any of your warranties under Clause 1.5, 3.2, or 9.2 of the Online Banking Platforms Terms in Schedule 1; and/or
 - 18.3.15 your grant of license under Clause 4.4 of the Online Banking Platforms Terms in Schedule 1.
- 18.4 The Bank reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, but our assumption of the defense and/or control of a matter shall not release you from your indemnity and hold harmless obligations for such matter nor for any other matter unless we specifically agree to do so in writing.

Your obligations

- 18.5 Your obligations to us shall not be affected by any dispute, counterclaim or right of set-off between you and any merchant, bank, financial institution or any other party.

Costs and expenses

All costs and expenses, including legal costs, incurred by us in enforcing and seeking to enforce these General Terms and Conditions or otherwise, shall be payable by you.

Exclusion of liability and limitation period

- 18.6 You and any others for whom you allow access to the Online Banking Platforms, Products and Content through your account, whether duly authorized or not to access the Online Banking Platforms or not agree that in no event will we, any Bank Firm, nor Bank Parties be liable to you or to any other person, whether in contract, tort or otherwise, for any loss, liability, cost, damage or other injury of any kind whatsoever, including for consequential, incidental, indirect, special, or punitive damages, including lost profits, business interruption, loss of programs or data on any information handling systems or otherwise, arising out of or resulting from:
- 18.6.1 any access to or use of the Online Banking Platforms, the Products or Content, or due to any connectivity issues occurring at your end, even if expressly advised of the possibility thereof;
 - 18.6.2 any inability by your Authorized Users to access the Online Banking Platforms for any reason whatsoever;
 - 18.6.3 any disruption of the Products, whether caused by the Bank or third parties, including vendors to the Bank;
 - 18.6.4 any attack upon Bank Systems, including any theft or loss of data from the Bank Systems;
 - 18.6.5 any unauthorized use of your Security Information;
 - 18.6.6 any virus, distributed denial of service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Online Banking Platforms, Products or the Content or to your downloading of any Content on it, or on any application, website or content linked to it.
- 18.7 Without prejudice or limitation to any of the foregoing, to the fullest extent permissible by Applicable Laws, the Bank excludes any liability on its behalf and on behalf of any Bank Firm and any Bank Party for any claims or matters arising under or in connection with these Online Banking Platforms Terms. You may not make a claim or bring proceedings relating to the Online Banking Platforms, Products or Content or otherwise under these General Terms and Conditions against any other Bank Firm or Bank Party to the extent that no direct contractual relationship exists between you and any Bank Firm or Bank Party. You shall make any claim or bring proceedings only against us on the basis that we are the party with whom you have contracted under these General Terms and Conditions.
- 18.8 Any claim made in relation to the Online Banking Platforms, Products or Content or otherwise under

these Online Banking Platforms Terms must be brought in accordance with the statutory timeframe applicable in the ADGM.

19. ASSIGNMENT

- 19.1 We may transfer, assign and/or novate any of our rights and obligations (in whole or in part) under these General Terms and Conditions and any Product to any party. These General Terms and Conditions shall be binding on and inure to the benefit of the Bank and its respective successors and assigns.
- 19.2 You agree to execute or enter into any agreement or acknowledgment which we determine is necessary to give effect to any such transfer, assignment or novation.
- 19.3 You shall not transfer, assign and/or novate any of your rights or obligations under these General Terms and Conditions or a Product to any party without the prior written consent of the Bank.

20. SURVIVAL

Unless otherwise agreed by us in writing, the cancellation, expiry or termination of any Product and/or these General Terms and Condition shall not affect any rights (including any limitations or exclusion of our liability) or obligations which have accrued prior to such cancellation, expiry or termination, nor any of these General Terms and Conditions which are intended (whether expressly or implicitly) to survive cancellation, expiry or termination.

21. INTELLECTUAL PROPERTY

- 21.1 Intellectual property rights in all information, publications, marketing material, software applications, trademarks and/or other materials contained in or relating to Products are owned by or licensed to the Bank. Nothing in these General Terms and Conditions shall be construed as granting you or any third party any licence or right to use any such intellectual property rights without the prior written consent of the Bank.
- 21.2 All rights are reserved by the Bank or our licensors and no proprietary rights or ownership rights vest in you by reason of any permission or access granted to you to use such Products.
- 21.3 You must not reproduce, adapt, reverse engineer, decompile, modify, distribute, display or otherwise exploit any information, publications, marketing materials, software applications or other materials contained in or relating to Products in whole or in part or permit any other party to do so without the prior written consent of the Bank.

22. WHO CAN BENEFIT FROM THESE GENERAL TERMS AND CONDITIONS

- 22.1 These General Terms and Conditions are not intended to benefit or be enforceable by any third party.
- 22.2 Moreover, no person who is not a party to these General Terms and Conditions shall have any right under the Third Parties Act to enforce any term or provision of these General Terms and Conditions,

save where expressly indicated otherwise.

23. WHAT HAPPENS IF A PROVISION IN THESE GENERAL TERMS AND CONDITIONS IS FOUND TO BE ILLEGAL OR INVALID

23.1 If any provision of these General Terms and Conditions is found to be illegal, invalid or unenforceable:

23.1.1 such provision may be severed and the remaining provisions of these General Terms and Conditions shall not be affected; and

23.1.2 the parties shall negotiate in good faith to replace such illegal, invalid or unenforceable provision with a valid provision, the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provision.

24. NO WAIVER

The rights and remedies provided in these General Terms and Conditions are cumulative and not exclusive of those provided by law. We shall be under no obligation to exercise any right or remedy either at all or at a time beneficial to you. No failure or delay by us to exercise any rights under these General Terms and Conditions or otherwise shall operate as a waiver of those or any other rights or remedies. No single or partial exercise of a right or remedy shall prevent further exercise of that right or remedy or the exercise of another right or remedy.

25. COUNTERPARTS

These General Terms and Conditions may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of these General Terms and Conditions.

26. GOVERNING LAW AND JURISDICTION

26.1 These General Terms and Conditions in effect between you and us and any non-contractual obligations arising out of or in connection with them are governed by laws, regulations and rules applicable in the ADGM.

26.2 In the event of a dispute between you and us, you irrevocably agree that the ADGM Courts shall have (save for the exceptions granted in the Bank's favour below) exclusive jurisdiction over all matters arising out of or in connection with these General Terms and Conditions or their subject matter or formation, including any question regarding their existence, validity or termination.

26.3 If we decide to commence a claim against you in the ADGM SCT, you and us both agree that such claim may be made for any amount up to and including USD \$100,000 (or its equivalent in AED), or for such greater amount as may be within the jurisdiction of the ADGM SCT from time to time.

26.4 Clauses 26.2 and 26.3 shall be for the benefit of the Bank only. We shall not be prevented from

bringing proceedings relating to a dispute with you in any jurisdiction outside the ADGM (and for the avoidance of doubt, this shall include any jurisdiction in which you may be (or have been) registered, incorporated, resident, domiciled or hold assets). To the extent permitted by Applicable Laws, we may bring, issue, commence or pursue concurrent proceedings in any number of jurisdictions without limitation.

26.5 You irrevocably agree to submit to the courts of any jurisdiction where we choose to bring proceedings against you and you waive any objection that you may have on the grounds that they are an inconvenient or inappropriate forum.

26.6 Irrespective of your place of residence or domicile:

26.6.1 you irrevocably agree to accept service of process by any methods selected by the Bank (to the extent permissible under Applicable Laws) for proceedings in any applicable court or jurisdiction, which methods shall include service of process by way of:

26.6.1.1 email, fax or registered mail to your address;

26.6.1.2 publication in one or more daily newspapers in the UAE or in your jurisdiction of domicile or residence (as the case may be) or such other jurisdiction as we deem appropriate; and/or

26.6.1.3 any other forms of communication, notification or publication permitted from time to time under Applicable Laws, for service of process;

26.6.2 you hereby consent to process being served by any party permitted under Applicable Laws (including by the Bank itself and/or by any such party on the Bank's behalf where the applicable court has given approval for service of process via such method); and

26.6.3 you agree that to the extent permissible under Applicable Laws, such service of process shall satisfy all requirements to establish personal jurisdiction over you and the applicable court.

26.7 You agree that, if requested by us, you shall, at your expense, appoint a process agent nominated by us to accept service of process upon you.

SIGNATURE

We confirm that we have acknowledged and accepted these General Terms and Conditions as part of the onboarding process with the Bank at the time of such acknowledgment/acceptance.

Signature.....

Full Name.....

Title.....

Date.....

SCHEDULE 1

ONLINE BANKING PLATFORMS TERMS

1. Grant of access to the Online Banking Platforms, Services and Content

- 1.1 Access to the Online Banking Platforms will be provided upon your instruction to your Authorized Users on the terms set out in these General Terms and Conditions. We will grant access to an Authorized User via our Online Banking Platforms and subject to our internal verification.
- 1.2 Access to the Online Banking Platforms by your Authorized Users is subject to your acceptance of these General Terms and Conditions and the Online Banking Platforms Terms as set out in this Schedule 1.
- 1.3 Upon your acceptance of these General Terms and Conditions and the Online Banking Platforms Terms, we will grant your Authorized Users access to, and license for the use of, the Online Banking Platforms and the Products you have opted to receive from us in accordance with these General Terms and Conditions.
- 1.4 Your Authorized Users will not be eligible to receive or access the Products and Content through the Online Banking Platforms until you have accepted these General Terms and Conditions in the above manner.
- 1.5 You warrant that all Authorized Users who shall access our Online Banking Platforms have been duly authorized by you to do so and shall be entering Content into the Online Banking Platforms, and using the Product solely on your behalf, and for your exclusive benefit. You agree to be bound by and liable to the Bank for all their actions on the Online Banking Platforms.
- 1.6 In the event that your Authorized User accesses the Online Banking Platforms, Products and Content:
 - 1.6.1 prior to you having completed the above process;
 - 1.6.2 after your authorisation to access the Online Banking Platforms has been removed or revoked by you or us; or
 - 1.6.3 after your authorisation to access the Online Banking Platforms otherwise expires for any reason.

Then you are still bound by the terms of these General Terms and Conditions.

- 1.7 We remain owners and/or rights holders under a relevant licensing agreement, of the Online Banking Platforms, the Products, the Content, all Online Banking Platforms related software and documentation at all times. Please see Clause 3 and Clause 4 of this Schedule 1 for more details about our proprietary

rights and intellectual property rights.

2. Security Information

- 2.1 All Security Information must be treated as confidential and must not be disclosed to any third party.
- 2.2 Each Authorized User is responsible for safekeeping and maintaining the confidentiality of their Security Information. They shall not disclose to any person their Security Information and shall not authorize any other person to use their Security Information for any purpose whatsoever. You agree to take all measures and all due care to help them protect their Security Information against disclosure, discovery and misuse by third parties.
- 2.3 If it appears that Security Information of any Authorized User has been used by a third party to access the Online Banking Platforms, the Products or the Content, you shall ensure that the Authorized User resets their Security Information as soon as possible.
- 2.4 You are liable for any financial loss arising from or in connection with any unauthorized use of the Security Information. Please refer to Clause 18 of these General Terms and Conditions regarding our exclusion of liability arising from any unauthorized use of the Security Information.
- 2.5 You must notify the Bank immediately by writing to us to the e-mail address as specified on the Bank's website, if you have knowledge of or have reason to suspect that the confidentiality of Security Information has been compromised or if there has been any unauthorized use of Security Information or if Security Information for any Authorized User has been disabled after a number of incorrect password attempts up to such number as may be communicated by the Bank to your Authorized Users from time to time.

3. Proprietary Rights of the Bank

- 3.1 Subject to Clause 4 of this Schedule 1, and with the exception of Client Instructions, you acknowledge and agree that the Bank exclusively owns or has been licensed by third parties to use all rights, title and interest in the Online Banking Platforms, Products, materials and content, including any information, data, databases, images, sound recordings, and other content provided by the Bank through the Online Banking Platforms, Products or Content.
- 3.2 You warrant that Authorized Users shall use the Online Banking Platforms, Bank Products and Content solely for your benefit. With the exception of Client Instructions, in no event shall your Authorized Users display, circulate, publish, retransmit, redistribute, reproduce or sell all or any part of Content unless expressly authorized in writing by the Bank.
- 3.3 With the exception of Client Instructions, nothing contained in these General Terms and Conditions conveys to you any right, title or interest in or to the Online Banking Platforms or any Content. You shall ensure that none of the Authorized Users remove, obscure or modify any copyright or other notice placed on Content.

- 3.4 With the exception of Client Instructions, all questions, feedback and other information submitted on your behalf to the Bank through the Online Banking Platforms, and our responses to the same, are the exclusive property of the Bank. You hereby assign to the Bank all rights in such questions and information, and they shall also be deemed to be Content.

4. Intellectual Property Rights

- 4.1 We retain all intellectual property rights in the Materials (including any improvements or knowledge developed while providing the Products) as well as the Online Banking Platforms, the services and the Content. All rights, including those not expressly granted, in and to the Online Banking Platforms, Materials and Content accessible thereon, are reserved by us.
- 4.2 Nothing on our Online Banking Platforms shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo displayed on the Online Banking Platforms without the owner's prior written permission.
- 4.3 Your Authorized Users shall not reverse engineer, reverse compile, disassemble or otherwise attempt to derive the source code from the Online Banking Platforms.
- 4.4 To the extent required for your Authorized Users to access the Online Banking Platforms, you grant us a non-exclusive, world-wide, royalty free, irrevocable licence to use without limitation any Content, including Client Instructions that are uploaded by them to the Online Banking Platforms, or otherwise provide to us.

5. Push Notifications and Alerts

- 5.1 You acknowledge that it is in our legitimate interests for us to contact your Authorized Users or send to them messages and notifications via phone calls, SMS, emails and other social media platforms from time to time regarding updates relevant to the Products, services of Bank Firms and services of third parties.
- 5.2 Any Authorized User may object to direct marketing at any time by notifying us, to the e-mail address as specified on the Bank's website..

6. Cookies

Cookies will not be stored on your browser without your permission, they only occupy a minimal part of your hard drive. In some cases, we may collect personal data through the use of cookies. When you access our Online Banking Platforms, we may send cookies to your device. This enables us to recognise your device and customize the online experience. It also helps us keep track of services you view, so that we can send you news about those services. We also use cookies to measure traffic patterns, to determine which areas of our websites have been visited, and to measure transaction patterns in the aggregate. We use this to research our users' habits so that we can improve our services. If you do not wish to receive cookies, you can set your browser so that your device does not accept them.

7. Third Party Services

- 7.1 Any link to a Third Party Service is provided as a convenience to you only. The Bank takes no responsibility for the accuracy, content or any aspect of any Third Party Service, whether linked to the Online Banking Platforms or not, and disclaims any and all liability to you therefor or for any consequence of your Authorized User's decision to use of any such Third Party Service.
- 7.2 You understand and agree that:
- 7.2.1 use of any Third Party Service through the Online Banking Platforms is subject to such terms, conditions and limitations that the Third Party Service may impose as a condition of such use, and you and your Authorized Users agree to abide by all such restrictions;
 - 7.2.2 either the Bank or a provider of a Third Party Service may restrict or terminate an Authorized User's access to such service at any time; and
 - 7.2.3 You shall not bring a suit or claim against the Bank, Bank Firms and/or Bank Parties, arising from or based on purchase or use of resources, products or services through any Third Party Service.

8. Breach of Agreement Terms

- 8.1 If we consider that you or your Authorized Users have breached any term of the Online Banking Platforms Terms, we may take such action that we consider appropriate including, but not to be limited to:
- 8.1.1 issuing a warning to you;
 - 8.1.2 initiating legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
 - 8.1.3 any further legal action against you permitted under Applicable Laws;
 - 8.1.4 immediate, temporary or permanent withdrawal of your right to use the Online Banking Platforms, the Products and/or the Content; and
 - 8.1.5 disclosure of such information to law enforcement authorities as we, in our sole discretion, reasonably feel is necessary.
- 8.2 We exclude liability for actions taken in response to breaches of Online Banking Platforms Terms. The responses described above are not limited, and we may take any other action we reasonably deem appropriate.

9. Uploading Content to the Online Banking Platforms

- 9.1 We reserve the right to review and approve any Content that your Authorized Users upload to the

Online Banking Platforms. We have full discretion in determining whether or not to grant approval to Authorized Users for uploading Content to the Online Banking Platforms.

- 9.2 You warrant that your Authorized Users are duly authorized to upload the Content, and that any such Content complies with applicable laws to you, and you will be liable to us and indemnify us for any breach of that warranty. You will be responsible for any loss or damage we suffer as a result of your breach of warranty.
- 9.3 We reserve the right to disclose your identity to any third party who claims, to our satisfaction, that any Content posted or uploaded on your behalf to the Online Banking Platforms constitutes a violation of their rights, including their intellectual property rights, or of their right to privacy.

10. Compliance with Laws and Rules

- 10.1 Access and use of the Online Banking Platforms, Products and Content may be used only for lawful purposes. You agree that you and your Authorized Users will comply with all Applicable Laws, rules, regulations, ordinances and other national and international requirements related to the use of the Online Banking Platforms, Products and Content.
- 10.2 You agree to abide by applicable export control laws and will ensure that your Authorized Users do not transfer, by electronic means or otherwise, any Content or software subject to restrictions under such laws to a national destination prohibited under such laws, without first obtaining, and then complying with, any required government authorisation. You will further ensure that your Authorized Users do not upload to the Online Banking Platforms any data or software that cannot be exported without prior written government authorisation, including, but not limited to, certain encryption software. It is not permitted for any person to access and use the Online Banking Platforms, the Products, or the Content, from Cuba, Iran, Iraq, Libya, North Korea, Sudan and Syria or as notified to you by the Bank from time to time, and any such access and use shall be a violation of the Online Banking Platforms Terms.
- 10.3 You agree to be bound by any rules of conduct we publish from time to time in relation to your conduct or behavior on the Online Banking Platforms, including in relation to your use of the Online Banking Platforms or any other services, including social media or similar, otherwise related to or referring to the Bank.
- 10.4 You agree that neither you nor any of your Authorized Users shall engage in any conduct that can compromise the integrity or security of the Online Banking Platforms, including any Bank Client's ability to access and use Products, or any other user's ability to access and use the Online Banking Platforms.

11. Disclaimer

- 11.1 You acknowledge that the Online Banking Platforms, the Products and Content are provided as is, with no guaranty of completeness, availability, accuracy, or timeliness, and without warranty of any kind, express or implied, including any warranty of performance, merchantability, fitness for a

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