

Cash Management Services

Terms and Conditions

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Cash Management Services

Terms and Conditions

United Arab Emirates (UAE) Customers

Cash Management Services

These Terms and Conditions as hereinafter stipulated and the Application Form shall govern the Cash Management Services provided by Abu Dhabi Islamic Bank P.J.S.C of P.O.Box.313, Abu Dhabi, United Arab Emirates ("ADIB or the Bank"), and the Customer.

General Definitions

"**Account**" means the bank account of the Customer with ADIB, for the deposit of the Cash collected by ADIB under the terms hereof, as governed under the terms of the Banking Services Agreement including Customer's current account and/or investment account (s) as selected by the Customer subject to its sole discretion;

"**AED**" means the lawful currency of the United Arab Emirates.

"**Application Form**" means the application form which shall be signed and submitted by the Customer to ADIB to avail the Cash Management Services subject to these Terms and Conditions.

"**Authorised Person**" means any person authorised by the Customer to act on its behalf in the performance of an act, discretion or duty under these Terms and Conditions (including for the avoidance of doubt, any officer or employee or agent of such person);

"**Administrator**" means the Customer's employee or agent empowered or enabled by the Customer with either sole or dual authority to appoint Users.

"**ADIB Authorised Persons**" means for purpose of the Cash Management Services, the persons advised by ADIB to the Customer under the terms hereof and who carry identification cards issued by ADIB, its agents or sub-contractors. For the avoidance of doubt, such persons may be ADIB employees or the employees of sub-contractors engaged by ADIB;

"**Banking Services Agreement**" means the agreement between ADIB and the Customer in respect of the banking services and accounts.

"**Business Day (s)**" shall mean any day on which banks in the UAE are open for general business, excluding Fridays and public holidays;

"**Customer**" means the customer whose name and other particulars are mentioned under the Application Form.

"**Customer Associate**" means a member, subsidiary, affiliate, associate or undertaking of the Customer.

"**Cash Management Services**" refer to the cash management services described and governed by these Terms and Conditions.

"**Collection and/or Delivery Services**" means the service of collecting Notes, Coins and/or Cheques from the Customer's site (a) at the frequency stated for each Customer's site in the Application Form and depositing the collected Cash into the Account. Also the service of delivering Notes, Coins and/or Cheques and/or any other financial instruments to the Customers as may be agreed between the Customer and ADIB from time to time;

"**Customer Instructions**" mean any instruction given by the Customer to ADIB in connection with the Cash Management Services in accordance with these Terms and Conditions

"**Cash**" means the Notes and Coins collected from the Customer's location for depositing into the Customer's account with ADIB;

"**Cash Receipt**" means a receipt issued by ADIB, its agents or subcontractors evidencing the collection of Notes and Coins from the Customer's location;

"**Cheques**" means dirham cheques, post dated cheques (PDC) and other payable cheques to the Customer within the meaning of the Federal Law Number (18) of Year 1993 concerning Commercial Transactions;

"**Coins**" means the cash AED coin only receipts from the Customer's location;

"**CBUAE**" means the Central Bank of United Arab Emirates;

"**CBUAE Regulations**" mean the regulations issued by the CBUAE in respect of the subject matter hereof and as such regulations may be amended from time to time including without limitation: the regulation published on 31 December 2015 in respect of the Image Cheque Clearing System for Corporate Cheque Scanning, Version 2016-2016-001.

"**Clearing Service(s)**" means providing the Customer with the service of scanning Cheques at the Customer sites through ICCS Corporate.

"**Direct Debit Service (DDS)**" means the direct debit service introduced and operated by CBUAE to enable automatic debiting of accounts by third party upon request;

"**Direct Debit Authority (DDA)**" means a direct debit authority mandate regulated by CBUAE, pursuant to which the Customer authorises the Sponsoring Bank to debit an amount from an account in accordance with the terms of such direct debit authority as herein contained and the relevant regulations issued by CBUAE;

"**Credits**" means a deposit or a credit made by cash or electronic transfer from Payers to the Master Account segregated under the Virtual Accounts;

"**Mandated Turnaround Times**" means the time period specified by CBUAE to process certain actions under the DDS;

"**E-Channel(s)**" means ADIB's electronic banking systems described hereunder, accessed via the portal or such other access point, which ADIB may authorise the Customer and any User to access and use from time to time in accordance with these Terms and Conditions.

"**E-Channels Services**" means any electronic banking or related services supplied via an E-channel and ancillary services that ADIB provides, procures or make available to the Customer from time to time including any online services related or supplemental thereto, as may be further described hereunder and in the Application Form.

"**Fees**" mean the fees payable to the Bank by the Customer in consideration of the Cash Management Services as more particularly described in the Schedule of Charges in ADIB's website and ADIB's branches.

"**First Collection**" means the first round of collection of Cash from the Customer's location within ADIB banking hours on ADIB banking days;

"**H2H E-Channel**" ADIB's relevant Host to Host (H2H) related system accessed via such access point as ADIB may notify the Customer from time to time.

"**Islamic Shari'a**" means the provisions of Islamic law derived from the Holy Qur'an, Prophetic Tradition «Sunnah», or binding authority of the dicta and decisions of the Prophet Mohammed (peace be upon him), ijma, or "consensus" of the community of Islamic scholars, and the qiyas, or analogical deductions as well as other Islamic law evidence, as may be determined or deduced by ADIB's **Internal Shari'a Supervisory Committee**.

"**Instructions**" means documentation, operating instructions or reference guidelines relating to Cash Management Services and the use thereof issued by ADIB or a third party in any written form whether physical or electronic.

"**Institution**" means any member of the ADIB group of companies (other than ADIB) and any third party institution providing the E-Channel Services. "ICCS Corporate" means Image Cheque Clearing System which is an application that enables customers in UAE to provide their clearing banks with scanned image of the Cheque (s) from their premises as part and as a first step of the clearing process;

"**Internal Shari'a Supervisory Committee**" means ADIB's Internal Shari'a Supervisory Committee.

"**Materials**" means any content, tools or other materials (other than software) made available to the Customer for the purpose of making use of Cash Management Services.

"**Master Account**" means the master account designated by the Customer subject to its sole discretion which shall be linked to the Virtual Accounts by incorporating reference thereto;

"**Nominated SWIFT Registered Member**" means, where applicable, a SWIFT Registered Member who (subject to ADIB's consent) is appointed by the Customer in accordance with the terms hereof to send or receive SWIFT Messages, or perform other functions, in connection herewith.

"**Notes**" means the currency cash notes receipts from the Customer's site(s) which comprises of AED only;

"**Originator**" means the Customer who wishes to become Direct Debit originator;

"**OIC**" means originator identification code which is a unique code allocated to the Originator after accepting the application by a sponsoring bank;

"**Originator Indemnity**" means the indemnity provided by the Originator in favor of ADIB, and in the form specified by the CBUAE;

"**Originator Registration Request Form**" means the form stipulated by CBUAE to register the Originator with Direct Debit which must be submitted to the identified Sponsoring Bank;

"**Pouches**" means the tamper-proof pouches to be used for collection of Cash;

"**Payers**" means the persons from whom the Customer shall receive payments into the Master Account;

"**RMA**" relationship management application authorization is a SWIFT service that enables SWIFT users to control the traffic they accept from other SWIFT users.

"**SCORE**" means the standardized corporate environment administered by SWIFT, being a closed user group which caters for financial messaging between corporates and financial institutions.

"**Seals**" means the tamper-proof plastic security stamps with pre-printed serial numbers to be used to seal the Pouches to enhance safe custody and security and seal or sealed shall be interpreted accordingly;

"**Second Collection**" means (a) the second or any subsequent collection of Cash from any Site of the Customer; or (b) any collection of Cash not during ADIB banking days or after ADIB banking hours (without obligation on the part of ADIB);

"**Security Procedures**" means the facilities and procedures used to control the operation of each of the Cash Management Services either by ADIB or third party.

"**Software**" means any software made available for the use of the Customer.

"**Scanner**" means the ICCS Corporate scanner procured by the Customer and facilitated by ADIB to be used to provide a true copy of original Cheque (s) to ADIB pursuant to the terms hereof to enable the Customer to use the Clearing Services.

"**Schedule of Charges**" means the relevant schedule/tariff board available at ADIB branches and/or on its website relating to Fees and other service charges payable by the Customer to ADIB in respect of various transaction(s) including the Cash Management Services and the E-Channels Services.

"**Security Company**" means in connection with the Clearing Services, a company contracted by ADIB to perform pick-up and delivery of physical Cheques to ADIB as per agreed guidelines.

"**Security Token Device(s)**" means the physical device used by the Users for authorizing transactions.

"**Sponsoring Bank**" means a sponsoring bank that accepts the Customer request to become Direct Debit Originator, in this case ADIB.

"**SWIFT Instructions**" means the content of any SWIFT Message received by ADIB from the Customer (or the Nominated SWIFT Registered Member) including any actual or purported advice, request, payment instruction or communication addressed to ADIB.

"**SWIFT Services**" has the meaning ascribed to them herein below.

"**SWIFT**" means the Society for Worldwide Interbank Financial Telecommunication, a Belgian co-operative society of Avenue Adele 1, B-1310 La Hulpe, Belgium which facilitates the exchange of electronic messages via the SWIFT network.

"**SWIFT Agreement**" means any agreement between SWIFT and ADIB and/or as the case may be, SWIFT and the Customer (or the Nominated SWIFT Registered Member) in relation to the SWIFT Services including the SWIFT Documentation.

"**SWIFT Documentation**" means the SWIFT terms, conditions, guides and procedures applicable to the sending and receiving of SWIFT Messages within the SWIFT Services, as incorporated into the Customer's (or the Nominated SWIFT Registered Member's) SWIFT Agreement or notified to the Customer (or the Nominated SWIFT Registered Member) by SWIFT or ADIB.

"**SWIFT Message**" means an electronic communication sent using the SWIFT Messaging Services.

"**SWIFT Messaging Services**" means SWIFT's messaging services, including the SWIFT Net FIN messaging services and the SWIFT Net, File Act services.

"**SWIFT Registered Member**" means an entity that has registered with SWIFT as either a corporate and who is therefore duly bound as a party to a SWIFT Agreement and meets all eligibility criteria specified or referred to in that SWIFT Agreement or the SWIFT Documentation.

"**SWIFT Services Bureau**" means a user or non-user organization that has been admitted under the indirect connectivity program as an authorised service bureau to provide services to users regarding the day-to-day operation of their SWIFT connection. Within the context of the SWIFT Services, the SWIFT Services Bureau may assist the Customer (or the Nominated SWIFT Registered Member) at the Customer's request to access the SWIFT network.

"**Terms and Conditions**" mean as hereinafter stipulated, the general terms and conditions and the specific terms and conditions as hereinafter contained.

"**UAE**" means the United Arab Emirates.

"**User(s)**" means any of the Customer's employees, agents, Administrators or any other individual(s) authorised by the Customer, whom from time to time are/is appointed to use the Cash Management Services.

"**Users Terms**" means the terms governing the E-Channels Services as hereinafter contained.

"**Virtual Accounts**" means virtual sub-accounts linked with the Master Account of the Customer which will be distinguished by a unique number or reference assigned specifically to each specific Payer.

"**VAT**" means value added tax imposed on the supply of goods or services under the UAE Federal Decree-Law No. 8 of 2017 and the related executive regulations.

Interpretation

Unless the context requires otherwise, the following rules shall apply:

- a. Where two or more persons constitute the expression the "Customer", all covenants, agreements, undertakings, stipulations, obligations, conditions and other provisions hereof and their liability herein shall be deemed to be made by and be binding and applicable respectively on them jointly and each of them severally and shall also be binding on and applicable to their personal representatives successors and/or assigns jointly and severally.
- b. Reference to any person shall include any corporation, firm, partnership, society, association, statutory body and agency, whether local or foreign.
- c. The clauses and other headings herein are for ease of reference only and shall not affect the interpretation of any provision hereof.
- d. Reference to a statutory provision includes reference to any modification, consolidation or re-enactment of it for the time being in force, and all statutory instruments or orders made pursuant to it.
- e. Words importing the singular meaning shall where the context so requires include the plural and vice-versa. f. Words importing any gender shall include all genders.
- f. Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- g. References to "month" shall mean references to a Gregorian month.

General Terms and Conditions

1. Provision of Services

Subject to these Terms and Conditions, the relevant laws and regulations and the requirements of ADIB from time to time, ADIB hereby agrees to make reasonable efforts to render to the Customer and the Customer hereby agrees to avail from ADIB, the Cash Management Services accordingly, in consideration of, inter alia, the Customer's compliance of its obligations herein and the payment of the applicable Fees and all other payments hereof.

2. Eligibility and Adjustments

Notwithstanding any terms to the contrary, ADIB shall have the sole right to decide the mode and manner of providing the Cash Management Services and/or to decide the eligibility of the Customers to avail certain Cash Management Services at any time and /or to decide any changes or modifications thereto in accordance with these Terms and Conditions.

3. Authorised Person(s)

The Customer shall furnish ADIB with a full and accurate list of Authorised Person(s) appointed by the Customer, who is/are authorised to give Customer Instructions to ADIB along with the relevant authorizations. The Customer authorises ADIB to circulate the Authorised Persons' signature and facsimile to any branch of ADIB. The Customer undertakes to inform ADIB immediately regarding any changes (if any), in the specimen facsimile signatures of Authorised Person(s) and also furnish the alternate specimen facsimile signatures of additional/alternate Authorised Persons to ADIB prior to requesting for circulation amongst its branches.

4. Security Procedures

The Customer shall comply with the Security Procedures and any other reasonable instructions ADIB may issue to the Customer in respect of the Cash Management Services. Notwithstanding the foregoing, it is the Customer's responsibility to set up, maintain and regularly review the security arrangements concerning the Customer's access to and use of the associated computing and system requirements for the Cash Management Services to determine the adequacy thereof or any other matter or thing. The Customer must notify ADIB as soon as reasonably possible upon becoming aware of any actual or attempted unauthorised access to the Cash Management Services or any unauthorised transaction or attempt to execute an unauthorised transaction. The Customer shall be responsible for all the acts of the Users of the Cash Management Services, being the Customer's authorised representatives who shall always be aware of all security matters in relation to the use of any Software and/or Materials and these Terms and Conditions and that they shall obtain all appropriate authorisations required before using the Cash Management Services and are permitted to act on behalf of the Customer.

5. Customer Instructions

ADIB may treat all apparently valid Customer Instructions authorised by the Customer even if made fraudulently and even if they conflict with the terms of any other instructions or mandates given by the Customer at any time. ADIB shall be under no obligation to check the authenticity of Customer Instructions or the authority of the person or persons giving them. Notwithstanding the foregoing and without liability on the part of ADIB, it is the Customer's responsibility to ensure at all times the accuracy and completeness of and proper and lawful authorization of the Customer Instructions and that the same have been transmitted correctly. ADIB shall be entitled to debit the Customer's accounts with actual costs or expenses ADIB may have paid or actually incurred in accordance with a Customer Instruction, that is without obligations on the part of ADIB to make payments of any amounts required to implement the Customer Instructions which shall be the responsibility of the Customer at all times.

6. Dealings with Institutions

The Customer appoints ADIB as the Customer's agent on its behalf to request any institution to supply any information about the Customer or the Customer's accounts and /or to issue instructions to third parties to give effect to a Customer Instruction as the Customer's agent. ADIB is hereby authorised to delegate any powers conferred to it, further to third parties in performance of the Cash Management services. In any event, neither ADIB nor any other member of the ADIB group of companies shall be liable for any loss, damage, delay or failure to perform, caused by the acts or omissions of any such third parties or agents whether selected by ADIB or the Customer or for any reason whatsoever beyond ADIB's control and any liability on the part of ADIB in connection hereto (if any) shall be subject to Clause 19.13. .

7. Software and Materials

Unless otherwise expressly agreed in writing, title to and all rights in the Software and the Materials belong to ADIB or its licensors and, except for the specific rights granted by ADIB herein, the Customer will acquire no rights whatsoever in relation thereto. The Customer acknowledges that the use of certain Software and Materials may be subject to additional restrictions and obligation on the part of the Customer, such restrictions and obligations shall be integral part for the use the Software and the Materials which the Customer shall comply with and the Customer shall be deemed to have accepted any such additional terms upon any User using any such Software or Materials. The Customer undertakes not to alter, reverse engineer, copy, publish or impart to any third party any Software or Materials.

8. Possibility of Error

The Customer acknowledges to ADIB that the error in any information related to the Cash Management Services is possible and therefore ADIB does not warrant that the information is accurate, complete or error-free, nor that the information on ADIB's computer system is current and up-to-date at the time it is accessed. The Customer must verify the correctness of the information with ADIB and in case of error ADIB sole obligation is to take reasonable steps to correct the defective part of the information to the extent possible and in case of software error, to correct the defective part thereof and/or retransmit or reprocess the Customer Instruction, at no additional cost to the Customer.

9. Termination

Either party may terminate the Cash Management Services in whole or in part on not less than (30) thirty Business Days' written notice to the other party or with immediate effect by written notice to the other if the other party; (a) commits a material breach which is not remedied within (14) fourteen Business Days of a written notice requiring remedy; or (b) becomes insolvent under the laws of any applicable jurisdiction. Termination will not affect the rights and remedies of either party accrued and due until the date of termination nor will it affect any provisions hereof which by their nature shall survive termination. Upon termination for any reason of any part hereof for which Software or Materials were supplied, any such Software or Materials license terminates. From time to time, ADIB may suspend some or all the Cash Management Services for routine, non-routine or emergency maintenance or for any other reason where ADIB reasonably considers necessary. If the Customer is affected due to this suspension, ADIB should compensate the Customer on pro-rata basis for any periodic fees on the services suspended in proportion to the period during which services were not available to the Customer. In the event of such a suspension, ADIB will provide the Customer, within a reasonable period, notice prior to the suspension and in case of emergency such notice shall not be required. For the purpose of clarity, suspension under this clause shall mean stopping of services by ADIB to the customer continuously for more than 24 hours except for the cases whereby certain actions are required to be taken by ADIB to protect Customer(s) such as disabling Customer's access to the Cash Management Services in cases of fraud or security breach.

10. Tax

All Fees and payments in respect of the Cash Management Services charged by ADIB are exclusive of value added tax, sales tax or any other tax applicable in any relevant jurisdiction including any taxes applicable in the United Arab Emirates and the Customer shall pay all taxes of any nature whatsoever.

11. Sub-Contracting

The Customer irrevocably agrees that ADIB may transfer or sub-contract the provision of any part of the Cash Management Services provided to the Customer to any third party in part or in whole without the need for the Customer's knowledge or consent which shall hereby be deemed to be granted by the Customer to ADIB.

12. Rules and Principles of Islamic Shari'a and Customer Undertaking

The Customer acknowledges and agrees that the rules and principles of the Islamic Shari'a as per the Shari'a standards of the Accounting and Auditing Organization for Islamic Financial Institutions shall be integral and inseparable hereof. The Customer hereby undertakes that it shall not utilize any of the Cash Management Services mentioned under these Terms and Conditions nor it shall give any Customer Instructions or use any of the rights and benefits hereunder for any purpose that is not in conformity with the Islamic Shari'a. If ADIB finds out that any of the Customer Instructions, utilization, access or use thereof has been for any purpose that is non-compliant with Islamic Shari'a, then without prejudice to any other rights, ADIB shall be entitled to reject the relevant

Cash Management Services use, and access thereof and not carry out the Customer Instructions. Notwithstanding any terms to the contrary, the Bank will not be liable to the Customer for any loss, damage or expense thereby incurred or sustained. For the purpose of clarity, ADIB shall not be liable to process any Customer Instructions which includes payment or receipt of interest or any amounts in the nature of interest.

13. Waiver of immunity

To the extent that the Customer may in any jurisdiction can claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to itself or its assets such immunity (whether or not claimed), the Customer hereby irrevocably agrees not to claim and hereby irrevocably waives such immunity to the full extent permitted by the laws of such jurisdiction.

14. Confidentiality

ADIB may need to share, store or transmit information about the Customer and the Users within ADIB or ADIB group or with any institution, agent or third party used by ADIB for the purpose of providing the Cash Management Services in particular or providing professional services or other in general, any such act will be done on a confidential basis and ADIB will endeavor to maintain confidentiality of such information within the ADIB or ADIB group of companies unless: (a) otherwise required by any law or request of any public authority; or (b) where disclosure is required for the purposes of preventing crime; or (c) ADIB deem disclosure necessary to give effect to a Customer Instruction or any other obligation ADIB is required to perform. Nothing in this Clause shall apply when ADIB discloses confidential information to a third party as a result of ADIB exercising its rights and powers granted herein whether express or implied. The Customer must keep confidential all information about the Cash Management Services and access to and use of systems and facilities thereof.

15. Limited Warranties

Save for reasons beyond ADIB's control or other reason attributable to third parties, ADIB will use reasonable efforts so that the Cash Management Services will perform in substantial conformity to the description hereof. To the extent permitted by law and Shari'a, this is the only performance warranty made by ADIB in respect to the Cash Management Services. ADIB shall have no liability for breach of any implied terms including, without limitation, those as to satisfactory quality, merchant ability or fitness for any particular purpose except in the cases of negligence or misconduct from ADIB in accordance with Clause 19.13 excluding in any and all circumstances any opportunity loss, loss of profit or any payment in the nature of interest whatsoever.

16. Severability

If any provision(s) hereof shall be held and finally determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions thereof shall not be affected and remain in full force and effect.

17. Order of Precedence

These Terms and Conditions shall be read in conjunction with and in addition to the terms of the Banking Services Agreement.

18. Governing Law and Jurisdiction and Force Majeure

18.1 These Terms and Conditions shall be governed by and construed in accordance with the Federal laws of the UAE and any other local laws as may be applicable to the extent that such laws do not contradict with the rules and principles of the Islamic Shari'a as set out in the Shari'a Standards issued by the Accounting and Auditing Organization for the Islamic Financial Institutions (AAOIFI) as interpreted by the Internal Shari'a Supervisory Committee; in case of contradiction, the rules and principles of Islamic Shari'a shall prevail, and the Customer hereby irrevocably submits to the exclusive jurisdiction of the courts in the UAE to hear and determine any suit, action or proceeding and to settle any disputes which may arise out of or in connection with these Terms and Conditions in accordance with the provisions of law. Submission to the jurisdiction of the courts of UAE shall not limit the right of ADIB to bring proceedings against the Customer in any other court of relevant jurisdiction.

18.2 Force Majeure and Other Rights

Neither party nor any member of ADIB Group will be liable for any loss (including loss of profit), damage, delay or failure in performing any of its duties relating hereto caused in whole or in part by the action of any government or governmental agency, natural disasters, law or regulation (or any change in the interpretation thereof), injunction, currency restriction, sanction, exchange control, industrial action (whether involving its staff or not), war, terrorist action, equipment failure, or interruption to power supplies or anything else beyond its reasonable control. ADIB and other members of ADIB Group are required to act in accordance with the laws and regulations operating in various jurisdictions which relate to the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities which may be subject to sanctions. ADIB may take, and may instruct other members of ADIB Group to take, any action which it, in its sole and absolute discretion, considers appropriate to act in accordance with all such laws and regulations. Such action may include but is not limited to the interception and investigation of any payment messages and other information or Customer Instructions sent to or by the Customer or on its behalf via ADIB's systems or any E-Channel or any other member of the ADIB Group's systems or E-Channels; and making further enquiries as to whether a name which might refer to a sanctioned person or entity actually refers to that person or entity. Notwithstanding any provision, neither ADIB nor any other member of ADIB Group will be liable for loss (whether direct, consequential or loss of profit, data or damage suffered by any party arising out of any delay or failure by ADIB or any other member of ADIB Group in performing any of its duties hereunder or other obligations caused in whole or in part by any steps which any of them, in their sole and absolute discretion, considers appropriate to act in accordance with all such laws and regulations or the exercise of any of the ADIB's or any other member of ADIB Group's rights under this clause. In certain circumstances, the action which ADIB or any other member thereof may take may prevent or cause a delay in the processing of certain information. Subject to the overriding requirements of any applicable laws and regulations, ADIB will endeavor to notify the Customer of the existence of such circumstances as soon as is reasonably practicable.

19. Miscellaneous

19.1 These Terms and Conditions form the entire agreement between the parties concerning the supply and use of the Cash Management Services. It supersedes any pre-existing agreements, communications, representations and discussions between ADIB and the Customer relating to the Cash Management Services.

19.2 Communications via e-mail, the internet, Short Message Service (SMS), or any other similar methods entail risks, the Customer acknowledges such risks and that any such communications may be intercepted, monitored, amended or otherwise interfered with by third parties. ADIB shall not be responsible or liable to the Customer or any third party in the event of any such occurrence in relation to any communication between ADIB and the Customer (or which appears to have been made on the Customer's behalf), or any communication the Customer asks ADIB to enter into with any third party.

19.3 The Customer agrees to pay the Fees and other tariffs (where applicable) for providing the Cash Management Services and ADIB is entitled to debit the Customer's accounts wherever they are situated and wherever they are opened, with the amount of any such due Fees and/or tariffs. The Fees and other tariffs and their frequency and dates of payment for providing the Cash Management Services may be changed by giving the Customer prior notice of 30 days after which the revised Fees and tariffs shall be applicable and Customer's use of any of the Cash Management Services thereafter shall be deemed to be its acceptance of the revised Fees.

19.4 Each party shall take all reasonable precautions to ensure that communications through electronic means are not affected by computer viruses, Trojan horse programs (such as key loggers) and other harmful programs or components.

19.5 The rights of ADIB hereunder (a) may be exercised as often as necessary; (b) are cumulative and not exclusive of its rights under any applicable law; and (c) may be waived specifically and only in writing. Any delay in the exercise or non-exercise of any such right is not a waiver of that right.

19.6 ADIB may make modifications which are required due to or in connection with changes in the Cash Management Services, the E-Channels Services, changes in any laws and/or regulations or any other modifications required by ADIB. In the event that ADIB makes changes relating thereto, ADIB shall update these Terms and Conditions and post the same on the ADIB's internet home page and send a notice of the same to the Customer of reasonable period of time not to exceed in any and all cases (60) Calendar days but notwithstanding the foregoing if such changes by their nature require immediate implementation thereof as the Bank may see fit at its sole discretion (acting reasonably) then such notice shall be with immediate effect notification and/or publication. In the event that the Customer continues to use the Cash Management Services after receipt of said notification or publication as aforementioned, then the Customer shall be deemed to have accepted and be bound by said changes and/or variations and waive any right of contestation in respect thereof. The amended Terms and Conditions shall be enforceable only for the future transactions and/or Cash Management Services taking place after the amended Terms and Conditions are effective and shall not be applicable back value dated.

19.7 Certain jurisdictions or services may have particular contractual, legal or regulatory requirements that require the Customer to agree to supplementary terms. Where such supplementary terms are necessary, ADIB will provide those terms in writing and any other relevant documentation, in the event that the Customer continues to use the Cash Management Services after receipt of such supplementary terms the Customer shall be deemed to have accepted and be bound by the same and waive any right of contestation in respect thereof.

19.8 The Customer shall ensure the authenticity, reliability, validity, accuracy and completion of any information, details, contents, materials, communications or documents required from the Customer to provide the Cash Management Services and in case of any discrepancy therein, the Customer shall be solely responsible for any loss and/or damage suffered or liability, non-payment, wrong payment or delayed payment caused directly or indirectly as a result of such discrepancy.

19.9 It is hereby understood and agreed between the Parties hereto that the liability of the Bank hereunder for any and all causes whatsoever shall be limited to the actual loss incurred by the Customer in relation to the Cash Management Service in respect of which such liability arose and in accordance with Clause 19.13 excluding any opportunity loss, loss of profit or any amounts in the nature of interest or any other indirect losses.

19.10 For purpose of convenience and great clarity, these Terms and Conditions are intended to apply when the Customer avails the Cash Management Services, if the Customer elects to avail certain Cash Management Services then only the relevant general and specific provisions related thereto will apply and if the Customer elects not to avail certain Cash Management Services then the specific provisions related thereto will not apply. Availment of the Cash Management Services and relevance to the subject matters hereof shall determine whether or not certain provisions hereof shall apply.

19.11 Access to trade transactions applications or certain functionalities through E-Channels for letter of guarantees, documentary letter of credit or other similar or related functionalities doesn't render the Customer to be eligible to use them unless, amongst other conditions, the Customer signs and agrees to be bound by all related application forms and the trade terms and conditions which shall govern the contractual arrangement in respect thereof between the Customer and ADIB as a prerequisite step and prior condition to use the trade related applications and other related facilities, the Customer shall be required to sign and agree to be bound by such terms and conditions.

19.12 Unless otherwise specifically stated herein for designated mode of communications such as by using the E-Channels and/or the SWIFT Services and/or ADIB's official website, all notices, demands or other communications required to be given or made hereunder shall be in writing and delivered personally or sent by prepaid registered post, courier or facsimile transmission or email addressed to the intended recipient thereof at its address or facsimile number or email address given using the communications particulars in the Application Form or to such address or facsimile number as any party may from time to time notify to the other. Any change in the communications particulars of a party shall be provided in writing to the other within 7 (Seven) days of such change. The Customer acknowledges that sending Customer Instructions or any other communications by the internet in general, facsimile and/or electronic means is not a secure means of sending Customer Instruction or any other communications and that the Customer is aware of the risks involved in sending and using such modes, including the risk that such communication may, be fraudulently or mistakenly written, altered or sent and may not be received in whole or in part by the intended recipient.

19.13 The Bank and/or any other member of the ADIB Group shall not be liable for any loss or damage which the Customer suffer or incur unless such loss or damage, has been caused as a result of ADIB's or the other ADIB Group Member's negligence or misconduct in respect of the subject matter hereof or breach of the Terms and Conditions, and that such direct loss or damage shall be the actual loss or damage sustained excluding any opportunity loss, cost of fund and/or any payment in the nature of interest.

19.14 If the Customer accesses or uses an E-Channel or the Cash Management Services actually or purportedly on behalf of a Customer Associate, or otherwise act in any way on behalf of such Customer Associate, the Customer shall ensure that it has appropriate authorization from the relevant Customer Associate to act on its behalf by requesting the Customer Associate to send its authorization to ADIB in a form of proper authorization letter acceptable to the Bank and the Customer agree on behalf of the Customer Associate that these Terms and Conditions shall apply between ADIB and the Customer Associate (as if it were the Customer) in relation to such access or use of such E-Channel or the Cash Management Services.

19.15 Online Functionalities Terms and Conditions;

19.15.1 In order to use certain Cash Management Services, the Customer will need to have access to certain functionalities made available to them online and for the purpose of clarity such functionalities shall mean the functionalities that ADIB makes available through the internet network to enable the electronic receipt and transmission of information and Customer Instructions which in addition to these Terms and Conditions shall be subject to the terms of the Banking Services Agreement and any other requirements contained in the relevant documentation hereinafter referred to (the "Online Functionalities or Services")

19.15.2 ADIB reserves the right to require any further documentation and/or information prior to making Online Functionalities available. The use of the Online Functionalities shall be conditional upon proper completion of the registration process of the Customer and that the purpose thereof shall be for the Customer's own personal use.

19.15.3 The Customer hereby agrees to irrevocably authorise ADIB to accept or decline Customer Instructions given to ADIB by way of Online Functionalities and/or E-Channels Services and acknowledge and agree that it will be bound by such Customer Instructions.

19.15.4 The Customer agrees that payment requests submitted to ADIB cannot and shall not be treated as evidence of ADIB having paid or agreed to pay the sum so requested.

19.15.5 The Customer agrees that the period of working time in a Business Day is the same as the ADIB's normal business hours. All requests received after the cut-off time or on an official bank holiday in the United Arab Emirates will be deemed to have been received on the following Business Day.

19.15.6 It is understood and agreed by the Customer that any transaction will be completed by ADIB as and when the related process is successfully concluded, provided all requirements (if any) are met.

19.15.7 The Customer agrees that ADIB shall not be held liable for any loss or damage whatsoever arising from any erroneous input of information and/or wrongful Customer Instructions.

19.15.8 The Customer shall ensure that its relevant account has sufficient balance before conducting any transactions.

19.15.9 The Customer hereby acknowledges and agrees that ADIB's books, entries and registers shall be deemed final and conclusive evidence of the correctness of any transaction made hereunder unless the Customer proves them otherwise.

19.15.10 Notwithstanding the foregoing, ADIB reserves the right not to honor payment requests that ADIB reasonably believes to be unlawful, fraudulent, erroneous or in conflict with these Terms and Conditions.

19.15.11 ADIB reserves the right to at any time and without providing the Customer with prior notice, combine, consolidate, or set off the Customer's account (s) so as to satisfy any liabilities owed and due by the Customer to ADIB but without obligation to do so. Said combinations, consolidations, set-off and/or transfers may be made as and when required against any due liabilities and at the absolute discretion of ADIB and in case of accounts and/or transactions involving different currencies, currency conversion shall be carried out by ADIB in accordance with the Clause «Currency Exchange (FX)» under these Terms and Conditions.

19.15.12 ADIB shall have the right to debit the Customer's account (s) for transactions made hereunder in accordance with the Schedule of Charges.

19.15.13 It is the Customer's responsibility to ensure the confidentiality and protection for all its sensitive information such as its username and password and to regularly change the password so as to ensure its security and confidentiality.

19.15.14 The Customer shall solely be responsible for ensuring that suitability of the hardware and software used by the Customer for the Online Functionalities and the Cash Management Services and that they are functioning properly, which includes without limitation, ensuring at all times the availability of sufficient storage space for downloading of relevant data to disc and or sufficient paper for printouts. Under no circumstance will ADIB be liable for any loss or damage incurred or suffered by the Customer as a result of any unsuitability, incompatibility, and malfunction or otherwise arising therefrom.

19.15.15 The Customer acknowledges and agrees that nothing herein constitute an undertaking by and or imposes an obligation whatsoever on ADIB to continue providing the Online Functionalities at all times or during any particular hours, in its present form or under current ADIB requirements, and that ADIB may in its sole discretion withdraw, suspend or restrict the same.

19.15.16 ADIB may record and shall have the right to keep record of the Customer electronic or other written communications for as long as ADIB considers appropriate.

19.15.17 The Customer agrees that any and all communications sent by ADIB or the Customer by means of the Online Functionalities, shall be deemed valid and authentic and will be given the same legal effect as written and executed hardcopy communications.

19.15.18 ADIB shall under no circumstances be liable for any third party links nor the contents of and the consequences of acting upon the contents of another linked website.

19.15.19 The Customer shall ensure that the Users agree to be bound by and observe these terms for the Online Functionalities. The Customer shall ensure that the Users comply with the requirements of any functionalities including the Help functionality located thereon and hereby agree that the persons nominated in relevant section of the Application Form entitled «Administrators» are appointed as the initial System Administrators and may appoint Users and further Administrators from time to time. Without prejudice to the foregoing, ADIB may assist the Customer in setting up the Users as and when such action is made available by ADIB upon request to do so by the Customer subject to these Terms and Conditions.

19.15.20 The Bank is providing a feature of service request (s) which the Customer may initiate via the E-Channels (the "Service Requests"). The Service Requests will be acted upon by the Bank subject to these Terms and Conditions, the Banking Service Agreement and any other legal and other requirements reasonably required by the Bank. The Bank may charge the Customer for the Service Requests upon providing the service(s) requested as per the relevant charge(s) mentioned in the Schedule of Charges.

20. Specific Terms for E-Channels Services

20.1 For the purpose of clarity hereof, ADIB Direct is branded trademark created and owned by ADIB which shall mean the Cash Management Services as contained in this Section (ADIB Direct) under this Clause 20 which subject to Customer's compliance with the instructions and procedures set out herein and/or as may otherwise be required by ADIB from time to time, ADIB will use reasonable efforts to make such E-Channels Services available to the Customer. Such E-Channels Services will be subject to any notifications or any restrictions that may be received by ADIB relating to any such Users and other matters from time to time relating thereto.

20.2 The Customer shall communicate with ADIB via the Customer's Users. The Customer shall ensure its Users only use the E-Channels and the E-Channels Services in accordance with the terms hereof and agree to be bound by and observe them.

- a. From time to time ADIB may require or may offer to the Customer, enhancements, improvements and upgrades to the existing E-Channels and/or the E-Channels Services or new E-Channels or E-Channels Services. ADIB will provide to the Customer in writing through email, letter, online message or any other similar communication channels any terms related thereto prior to making them available to the Customer, which shall form an integral part of the terms hereof. If the Customer's consent to receiving such new E-Channels or E-Channels Services is not contested in (30) calendar days, then the Customer's (or any of its Users') access to or use thereof shall be deemed to constitute the Customer's acceptance of any such applicable terms.
- b. The Customer may subsequently request and authorise ADIB to provide or withdraw E-Channels Services in respect of accounts opened at any time with ADIB or an Institution in writing signed by a duly authorised person or person(s), or, where applicable, via a Customer Instruction submitted to ADIB by the authorised Users of the Customer.
- c. Certain E-Channels for accounts viewing and conducting transactions may only be accessed by specified Users. The Customer shall provide a list of all such specified Users for accounts viewing and conducting transactions to ADIB. ADIB will make available Security Token Devices for use by such specified Users to access and use the relevant E-Channels.
- d. The Customer authorises and instructs ADIB to provide access to the Trade Services capability on the E-Channel to view subject to Clause 19.11.

21. Corporate Mobile Banking Service

ADIB Corporate Mobile Banking Service (including smart watch), allows the Customer to access account information, make payments to existing payees, and approve payments and other functionalities as provided for therein and accessed via mobile/tablet portal and it is offered as a convenient and supplemental service to ADIB's E-Channel Services and it is not intended to replace access to E-Channel. By enrolling in the E-Channel, the Customer agrees to be bound by all the relevant terms and conditions including these Terms and Conditions ("ADIB Corporate Mobile Banking Service") and in relation thereto, the Customer hereby agrees as follows:

- a. Currently, ADIB charges no fees to enroll in or use ADIB Corporate Mobile Banking Service. However, ADIB may charge fees set forth in the appropriate agreements, disclosures or Schedule of Charges for the same.
- b. Delays or failures in the Customer's ability to access ADIB Corporate Mobile Banking Service or in the Customer's transmission or receipt of any text or other messages may occur, as access and messaging are subject to effective transmission from the network provider and processing by the Customer's mobile device, as well as delays and interruptions in the internet.
- c. The Customer acknowledges that the use of the ADIB Corporate Mobile Banking Service is at its own responsibility and it is the owner or authorised user of the mobile device used to receive ADIB Corporate Mobile Banking Service.
- d. The Customer acknowledges and agrees that ADIB will not be responsible for any damage, loss or consequential damage which the Customer may suffer from as a result of: (i) any malfunction or defect in the hardware used by the Customer (which includes the mobile device); (ii) any defect in the software used by the Customer to gain access to the ADIB Corporate Mobile Banking Service; (iii) unlawful or unauthorised access by another person(s); (iii) any other circumstances not reasonably within ADIB's control and not due to its negligence or misconduct.

22. Other Payment Types

The Customer will be able to make certain payment types as and when such payment types are available subject to these Terms and Conditions and any applicable requirement (if any) including without limitation: transfer within own account payments, domestic payments (in AED), international payments, utility bill payments, standing instructions, within ADIB payments, card payments, salary Non-WPS, pension payments (GPSSA). These types of payments shall be subject to the Banking Service Agreement and these Terms and Conditions. The Customer understands and acknowledges that ADIB is in no way liable for the accuracy, maturity and validity for the any payment made or for contractual relationship to which such payments relates except as otherwise provided for herein in accordance with Clause 19.13.

23. Currency Exchange (FX)

- a. As and when instructed or authorised by the Customer hereunder for cross-currency transactions, the Customer will be deemed to have appointed ADIB as its agent to purchase the required foreign currency from a third party (s) or from its own sources at the rate(s) not more than the Prevailing Exchange Rate of ADIB for the required currency at the time of the transaction and for the purpose of greater clarity, Prevailing Exchange Rate of ADIB means the spot exchange rate of the relevant currency in force at ADIB as provided in its branches and/or website or a fixed rate of exchange agreed between the Parties which should not be changed once accepted by the Parties except by mutual consent (the "Prevailing Exchange Rate"). If ADIB purchases the required currency from a third party at a rate less than the Prevailing Exchange Rate or the agreed fixed rate, then unless the Parties agreed to the contrary, the difference shall be incentive for ADIB under the agency. The Customer agrees that if the Customer authorises a transaction to be as current dated after the cut-off times, the transaction execution may take place the next Business Day and the Customer authorises ADIB to convert the currency at the time of the transaction execution as per the then Prevailing Exchange Rate or the agreed fixed rate. The Customer agrees that the transaction may fall in queue due to bank's compliance policy or regulatory requirements or issues or any administration related checks and once it is cleared, ADIB may proceed with the transaction and hence the Prevailing Exchange Rate at the time of the transaction or the agreed fixed rate will be utilized.

- b. Single Debit Multiple Credit (SDMC) Transactions: In cases of transactions involving single debit on the Account with multiple credits to different beneficiaries, ADIB will purchase the required foreign currency(ies) in conformity with clause 23 (a) (Currency Exchange (FX)) and pay the relevant amounts to respective beneficiaries. However, if due to any mandatory reasons such as regulatory, administrative or exchange controls or resections, payment to any of the beneficiaries is rejected, ADIB will convert the relevant amount to the currency of the Account as per the available Prevailing Exchange Rate of ADIB for the required currency at the time of the conversion and credit back the amount to the Account accordingly.

24. Specific Terms for Wages Protection System

These specific terms shall govern the services made available by ADIB as hereinafter described which facilitate the use of the Wages Protection System (WPS) introduced by the CBUAE and Ministry of Labor of the UAE for making the payment of salaries/wages payments to employees in private sector in accordance with the Ministerial Decree number (788) of year 2009 in compliance with the CBUAE's system and requirements (the "WPS/WPS System"). The Customer hereby appoints ADIB for distribution of salary to the Customer's Employees through the WPS as and when instructed by the Customer.

25. Bank's and Customer's Obligations.

The Customer agrees to execute/provide all necessary documentation (as requested by ADIB from time to time) in form and substance acceptable to ADIB in order to make payment of salaries through WPS. All documents submitted by the Customer must be authenticated by the Customer's authorised signatory and duly stamped including the following documents;

- a. Physical documents required for registration in WPS System for the first time is the Cash Management Application Form which contains the WPS Registration Information.
- b. The soft file (SIF) shall be uploaded through the E-Channel in the required format of CBUAE or the Bank. The Customer shall ensure to upload the SIF on the relevant E-Channel only once in order to prevent any duplication. ADIB will return the file in case the file is not in specified format, notifying the Customer on the E-channel.
- c. Upon receipt of the SIF, ADIB will validate the SIF by checking the total amount payable as indicated in the SIF against the amount available in the Customer's Account. The Customer shall be obligated to ensure that an amount equal to the appropriate amount mentioned in the SIF and applicable Fees (if any) is available in its Account prior to the date the SIF is received by ADIB.
- d. Upon validation of the SIF, ADIB will secure the funds by debiting the Customer's account and will process the request along with the SIF through the WPS.
- e. If the SIF is rejected by the WPS, ADIB shall forthwith notify the Customer. It shall be the sole responsibility of the Customer to correct the errors and provide ADIB with an accurate SIF for further processing.
- f. If the Customer wishes to request refund of an amount transferred erroneously to ADIB account, the Customer must submit a written request to ADIB.
- g. Upon receipt by ADIB of funds from CBUAE, ADIB shall credit the Customer's account with the same amount.
- h. ADIB will credit the payment to employee accounts automatically based on payment file received from the Customer.
- i. ADIB will not check the correctness or authenticity of the SIF and the credit will be done automatically based on the employee IBAN.
- j. ADIB will not be responsible if it is not able to credit to the employees account due to any reason whatsoever such as the account is closed or invalid or for any other reason beyond its control.
- k. In case there is a negative acknowledgement received by ADIB from CBUAE, ADIB will not process the request and will refund the relevant amount to the Customer account automatically by providing the reasons. Similarly, ADIB will not be responsible if other banks do not credit the accounts of respective account holders.
- l. The Customer may initiate refund request only if it has sent the initial SIF to ADIB. Accordingly, ADIB will not accept requests of refunds if the salary payment requests were made through another bank.
- m. All refund requests should be made in format prescribed by the CBUAE.
- n. ADIB will only credit the refund to the Customer upon receiving funds from CBUAE.
- o. ADIB will not be responsible for any delay in receipt of refund from CBUAE.
- p. Charges for sending SIF or refund will be applied as per the Schedule of Charges.
- q. Charges will be applied as per ADIB's Schedule of Charges.

26. Specific Terms for Direct Debit Service.

The Customer shall request the Bank to sponsor the Customer and then initiate the Direct Debit Service by providing the Originator Registration Request Form and Originator Indemnity form, provided by the Bank as per CBUAE, which has to be filled by the Originator in favor of ADIB. The Originator must have a registered office in the UAE and a bank account with ADIB.

- a. ADIB will conduct Originator conformity review to understand the extent of conformity of processes and procedures that the Originator will adopt and to ensure full conformity to the DDS rules and ADIB will provide the Customer with the OIC which the Customer will be using on all DDA forms and files sent to ADIB for processing.
- b. ADIB will carry out DDA setup, DDA responses, DDA amendment requests, DDA cancellation requests, DDA payment stop requests, and claims with respect to unauthorised payments as specified by the CBUAE and within the Mandated Turnaround Times and process the Originator's application to become an Originator in the DDS, acting in the Originator name and, if appropriate, submit a request to the CBUAE for an OIC to be assigned to the Originator.

- c. Process Direct Debit responses and, where appropriate credit the Originator DDS account and as appropriate, requests for amendments to the Originator details as Originator which shall be submitted in writing.
- d. The Customer undertakes at all times to:
- i. comply and be bound with the DDS rules and terms of the Originator Indemnity;
 - ii. submit all relevant notifications to ADIB using the forms specified by the DDS rules without changing such forms;
 - iii. take all actions within the time limits specified by the Mandated Turnaround Times; and
 - iv. strictly comply with the DDS rules stated in the DDS rulebook issued by the CBUAE with regards to the provision of advance notices and the initiation of collections under the DDS;
 - v. inform ADIB using the appropriate forms of any changes in the Originator details or any other changes to the information provided by the Originator;
 - vi. inform ADIB of any facts or situations that might sensibly affect the good faith determination of providing the Direct Debit Service;
 - vii. provide to ADIB any information, documents or evidence as required from time to time;
 - viii. inform ADIB of any fraudulent or improper use of the DDS;
 - ix. ensure safe custody of documents and retain proper and accessible archive or records of payers for the period required by applicable UAE law.
- e. ADIB shall be entitled to charge the Fees for providing the Direct Debit Service which shall be as per the standard Schedule of Charges.
- f. To the extent applicable to ADIB as Sponsoring Bank, the terms of the Originator Indemnity are hereby incorporated by reference into and shall constitute terms applicable to and binding upon the Customer hereunder.
- g. ADIB shall not be liable for any losses the Customer incurs for any partial or non-performance of the Sponsoring Bank service by reason of anything beyond its control, including without limitation, any breakdown, delay malfunction or failure of transmission, communication or computer facilities, or the failure by any third party to perform its obligations.

27. Specific Terms for Virtual Accounts.

Once the Customer designates the Master Account for Deposit (s) in the Application Form or otherwise, subject to the availability of funds, Credits made to the Virtual Accounts linked to the Master Accounts will be automatically credited to the relevant Master Account and in consideration of the Virtual Accounts and making this facility available to the Customer by ADIB, ADIB shall be entitled to charge the relevant Fees set out under the Schedule of Charges.

- a. Under no circumstances ADIB shall be liable for the sufficiency of the Credits or for the timely payment thereof from the Payers or any other matter or thing between the Customer and the Payers.
- b. From time to time or at the request of the Customer or otherwise as per the frequency agreed between the Customer and ADIB, ADIB will as soon as reasonably possible, send master account statements showing the Credits made by reference to the Virtual Accounts.
- c. ADIB will be crediting payments by a Payer into the relevant Master Account and recording the Virtual Account number stipulated in each such payment in the account statement of the relevant Master Account.
- d. Where any Virtual Account or Master Account falls under any of the following paragraphs, the Bank shall not be obligated to process the Deposit;
 - i. The Virtual Account or Master Account is suspended or closed or;
 - ii. occurrence of any legal issue;
 - iii. due to any other reason at to the sole discretion of the Bank.

ADIB CONNECT

28. Specific Terms for Host to Host.

28.1. For the purpose of clarity hereof, ADIB Connect is branded trademark created and owned by ADIB which shall mean the Cash Management Services as contained in this Section (ADIB Connect) under this Clause 28 and in order for the Customer to use, the Customer shall have access to the H2H E-Channel however, the Customer must provide all necessary information for ADIB or ADIB's service provider to configure and set-up the H2H E-Channel and prepare and configure the required hardware and/or the Customer's local network (in accordance with the requirements as set out in the relevant user guides and provide any other network, electrical and other connections, fittings and facilities and resources as ADIB or ADIB's service provider require and comply with any reasonable instructions related thereto.

28.2. ADIB shall not be liable or responsible for any acknowledgement(s) forwarded by ADIB advising that ADIB has received a Customer Instruction from the Customer via the H2H E-Channel and for any acknowledgement(s) for which no Customer Instructions were sent or for any error, inaccuracy or incompleteness thereof.

28.3. ADIB requires the Customer to have its own internal security procedures in place to protect access to the H2H E-Channel and E-Channel Services. The Customer must keep username and password secure and secret at all times and ensure that no unauthorised use is made or attempted on these credentials and must monitor the security of its systems and access to and use of the H2H E-Channel in the manner reasonably expected.

29. Swift For Corporate

29.1 Subject to the terms hereof, the provision of the SWIFT Services shall comprise of the following activities on the Customer's own account as follows:

29.1.1 the sending of SWIFT Messages by ADIB to the SWIFT network for onward transmission to the Customer, including the provision of Information by ADIB through those SWIFT Messages;

29.1.2 the receipt by ADIB of SWIFT Messages from the Customer, including the receipt of payment Instructions from the Customer in those SWIFT Messages and ADIB processing those SWIFT Messages (including payment Instructions).

29.2 for greater clarity, the SWIFT Services shall not include any of the following:

- a. the set-up and provision of SWIFT membership, joining the SWIFT network or schemes, SWIFT network security, the provision of the SWIFT Messaging Services or the facilities necessary to access and use them;
- b. the use of SCORE by the Customer to exchange SWIFT Messages with persons other than ADIB;
- c. the exchange of SWIFT Messages between the Customer and ADIB under any other service which shall not constitute Swift Services that is the subject matter of this Agreement; or
- d. the setup or maintenance of the link between the Customer and the Nominated Swift Registered Member and any other matter or thing this not expressly contained herein.

29.3 The Bank will use reasonable efforts to supply the SWIFT Services by: (i) processing SWIFT Messages (including SWIFT Messages which contain payment Instructions) received from the Customer, through one of the available network and schemes; and (ii) providing Information to the Customer in relation thereto. The Customer shall provide ADIB with all necessary details related hereto including the following:

- a. the type of the scheme that shall be used to enable the provision of the SWIFT Services;
- b. the SWIFT Messaging Services that shall be used to transmit SWIFT Messages under the Swift Services;
- c. the SWIFT Message types that shall be used under the SWIFT Services, including the types of payment Instruction that the Customer may transmit; d. the type of Information that shall be provided by ADIB under the SWIFT Services; and
- d. the bank account(s) maintained by the Customer and/or, where applicable, a Third Party, which are to be used in connection with the SWIFT Services.

29.4 ADIB shall not be obliged to provide the SWIFT Service unless and until each of the following conditions have been satisfied:

- a. the Customer is a SWIFT Registered Member, and;
- b. the completion of any documentation or applications by the Customer in accordance with ADIB's requirements. c. Any other requirement or condition required by ADIB.

29.5 Obligations of the Customer

- a. The Customer shall at its own cost access the SWIFT Service using its own equipment. The Customer shall at all times be and remain responsible for ensuring that such equipment is compatible with the relevant requirements for access to and use thereof.
- b. The Customer shall at all times have in place, and regularly and thoroughly review and test, the appropriate technical platform, software and capabilities necessary for the Customer to access and use the SWIFT Messaging Services and the SWIFT Service.
- c. The Customer shall , comply with the SWIFT Agreement, the SWIFT Documentation, related user guides and all other Instructions and recommendations provided by SWIFT, and reasonable Instructions and recommendations provided by ADIB to the Customer from time to time in relation to the use of the SWIFT Messaging Services and the SWIFT Service.
- d. The Customer shall promptly provide ADIB with such Information as it reasonably requests to assist ADIB in the performance of its obligations under these Terms and Conditions and any SWIFT Agreement.

e. The Customer shall not:

- i. use the SWIFT Service in a way or for a purpose not duly authorised;
- ii. use the SWIFT Service in contravention of any applicable law or regulation within or outside the United Arab Emirates or any rules, standards or guidelines issued by SWIFT;
- iii. use any software or other tool or take or permit any third party to take any action which may compromise the security and control of access to the SWIFT Service by the Customer; iv. use the Service other than for the Customer's business purposes;
- v. permit any third party to use the SWIFT Service or seek to gain or permit any third party to gain unauthorised access to any system or network of ADIB or its agents or sub-contractors; or
- vi. transmit or upload any material that contains viruses, or any other harmful programs which may interfere with or disrupt the SWIFT Service or any network connected thereto.

29.6 As soon as is reasonably practicable, the Customer shall notify ADIB of (i) any failure of any part of the SWIFT Service; (ii) any error in any part of the SWIFT Service; (iii) any error affecting any data accessible through the SWIFT Service; or (v) any programming error or defect or corruption of any part of the SWIFT Service. Thereafter, the Customer shall promptly assist ADIB in implementing any necessary remedial steps.

29.7 Access to SWIFT Service

Notwithstanding any terms to the contrary, ADIB reserves the right at any time to suspend the SWIFT Service or access thereto for such period or periods as it considers reasonably appropriate by notice to the Customer if: (a) suspension is necessary for the purpose of (routine or emergency) maintenance or enhancement thereof; (b) for technical reasons, provision of the SWIFT Service is beyond its control; (c) there are reasonable grounds to suspect a compromise of security or any unauthorised or fraudulent use of the SWIFT Service; or (d) if the Customer breaches any of its obligations hereunder. Unless to do so would compromise reasonable security measures or is otherwise unlawful, in any case where ADIB suspends the SWIFT Service or access thereto under this Agreement it shall give its reasons therefore in its notice to the Customer. If ADIB is unable to give the Customer prior notice in respect of any of the foregoing it will do so as soon as practicable thereafter. When the reasons for suspension have ceased to prevail, ADIB shall notify the Customer that the supply of the SWIFT Service has been resumed and shall take such other action as is appropriate in pursuance thereof.

29.8 Customer's Transactions and Instructions

- a. ADIB shall have no responsibility or liability for any loss to the Customer where the Customer submits (or purports to submit) a SWIFT Message through the SWIFT network but such SWIFT Message is not successfully received by ADIB.
- b. The Customer provides data, information, Customer Instructions and SWIFT Messages at the Customer's own risk. The Customer shall ensure that all data transmitted to ADIB for or in connection with the SWIFT Service is correct and shall immediately inform ADIB of any errors, discrepancies or omissions.
- c. All information and data provided to the Customer by ADIB or by any third party operator appointed by ADIB must be checked by the Customer immediately on receipt. If any such Information or data is incorrect or omits anything it should include, the Customer should inform the Customer's relationship manager immediately.
- d. The Customer shall be responsible for the content, accuracy and completeness of all Customer Instructions included in any SWIFT Message issued by it through the SWIFT Service. The Customer shall indemnify ADIB against any claims for any actual damages, costs and expenses which may be incurred or sustained by ADIB arising out of compliance therewith, including any actions, claims, demands, costs and expenses arising out of any claim or allegation that material comprised in the Customer Instructions or otherwise provided by the Customer infringes any applicable laws, regulations or third party rights including intellectual property rights.
- e. Receipt by ADIB of any Customer Instruction or SWIFT Message issued or purporting to be issued by the Customer will constitute full and unconditional authority to ADIB to carry out or act upon that Customer Instruction or SWIFT Message (including, in the case of a payment Instruction, debiting the Account specified in that Customer Instruction), and ADIB shall not be bound to enquire as to the authenticity of any such Customer Instruction or SWIFT Message unless ADIB has received prior, express and proper notification from the Customer stating otherwise.
- f. ADIB may decline to act or delay acting on any Customer Instruction where it is reasonable to do so, even if ADIB has informed the Customer that it will in general accept that type of Instruction. For example, ADIB may do this if:
 - i. the Customer is in breach of these Terms and Conditions or any applicable law or ADIB reasonably suspects that the Customer is in breach of these Terms and Conditions or any applicable law;
 - ii. there are insufficient funds in the account specified in the Customer Instruction;
 - iii. no Account is specified in the Customer Instruction;
 - iv. the type of account specified in the Customer Instruction is unsuitable for the Customer Instruction;
 - v. the SWIFT Message containing the Customer Instruction does not meet the requirements of the SWIFT Documentation or otherwise appears not to have been prepared or sent in accordance with these Terms and Conditions;
 - vi. ADIB reasonably suspects that the SWIFT Message containing the Customer Instruction may not:
 - (A) fully and accurately reflect an advice, request, Instruction or communication that the Customer intended to give to ADIB; or
 - (B) have been given in accordance with the Customer's authorization procedures;

- vii. ADIB has reasonable grounds to suspect fraudulent activity on the part of the Customer () or any of the Third Parties; or viii. for any other reasonable reason as ADIB shall in its discretion decide.
9. If ADIB elects to treat a Customer Instruction as ineffective, ADIB shall promptly notify the Customer in the manner agreed between the Customer and ADIB from time to time, giving its reasons therefore and (if appropriate) the procedure for rectifying any errors.
10. If ADIB has acted upon a Customer Instruction but the Customer Instruction is subsequently found to have been incorrect, ADIB shall not be liable for any loss, damage or expense whatsoever incurred as a consequence thereof. The Customer shall fully indemnify ADIB against all actual losses, costs, claims, damages and expenses which may be sustained or incurred by ADIB as a result of incorrect information or Customer Instructions received from the Customer provided that ADIB is notified promptly of any incorrect Customer Instruction.
11. In the event that the Customer considers that an account has been wrongly debited by ADIB as a result of an unauthorised payment instruction, the Customer shall notify ADIB in writing as soon as practicable thereafter (and in any event within and not later than seven (7) Business Days).
12. ADIB shall have no liability to the Customer or any third party in respect of any unauthorised transaction due to an error on the part of the Customer, including where the Customer (or any of their employees or agents or third party contractors) has acted fraudulently or has otherwise failed to comply with these Terms and Conditions, either deliberately or with negligence. In such circumstances, the Customer shall indemnify ADIB in respect of any actual loss, costs, claims, charges or expenses which it may actually incur or that may be raised against it as a result of processing such unauthorised transaction.
13. Notwithstanding anything to the contrary in these Terms and Conditions, express or implied, ADIB may decide not to carry out Customer Instructions or delay the carrying out of Customer Instructions if ADIB in its absolute discretion considers that to do so will assist it to comply with applicable money laundering laws or regulations or economic or trade sanctions or embargoes (in which case ADIB may not be able to inform the Customer of the reasons for its decision) or if it reasonably believes that by following such Customer Instructions it would infringe any applicable law or regulation. ADIB will not be liable to the Customer for any loss, damage or expense thereby incurred or sustained.

ADIB OFFICE BANKING

29.14 Specific Terms for Collection and Delivery Services (Bulk Cash and Cheques)

29.14.1 For the purpose of clarity hereof, ADIB InOffice is branded trademark created and owned by ADIB which shall mean the Cash Management Services as contained in this Section (ADIB InOffice) under this Clause 29.14 and, subject to the Customer honoring its obligations herein including the payment of the applicable Fees, ADIB agrees to provide the Collection and Delivery Services to the Customer, and the Customer agrees hereby to avail the Services from ADIB at each Customer's site, at agreed times, and in number of collections described in the Application Form by ADIB Authorised Persons who will collect sealed container or Pouches and deposit into the Customer's account the actual amount of Notes and Coins counted by its agent or at its counters and subject to the terms hereof and issue a Cash Receipt for Notes and Coins collected and the Customer shall only deal with ADIB Authorised Persons and ADIB will provide a list of their names and other particulars to the Customer.

29.14.2 The Customer shall only issue instructions to ADIB and not issue instructions to or direct any sub-contractor of ADIB. ADIB will provide to the Customer Pouches for collection of the Cash and Seals for sealing the Pouches and pre-printed blank Cash Receipts. All collected Pouches will be deposited into the Account as soon as reasonably practicable.

29.14.3 The Customer shall ensure that all sealed Pouches are ready at the Customer sites for collection by ADIB. In particular it shall count and place Coins according to their denomination in the Pouches, count and bundle the Notes according to their denomination, secure each bundle with a paper band (using one paper band for each denomination), write the monetary sum of the Notes on the paper bands and sign thereon and place the bundles in the sealed Pouches and complete and sign a Cash Receipt accurately for each Pouch and ensure that no more than AED 100,000 (one hundred thousand United Arab Emirates Dirhams) inserted into each pouch.

29.14.4 The Customer and ADIB Authorised Persons shall together check that the Pouches are correctly sealed, addressed, and that the Pouch or Seal is not damaged/tampered, complete the official receipt as having received sealed Pouches, not write any values on the Pouch. The same procedure should be carried out for Cheques collection.

29.14.5 Upon arrival of and in the presence of ADIB Authorised Persons at the Customer's Site, the Customer shall, retain the original Cash Receipt and the book copy of each Cash Receipt, place one signed copy of each Cash Receipt in its corresponding Pouch, seal each Pouch with a Seal; and give the remaining copy of each Cash Receipt to Authorised Persons.

29.14.6 ADIB shall credit the Account with the sum of actual amount of the valid Notes and Coins counted at ADIB's counters or by its agent. ADIB shall not be responsible for and shall not account to the Customer for any shortfall between the amount stated for Notes and Coins on the Cash Receipt and the amount counted by ADIB or its agent/sub-contractor unless the same is determined to have solely and actually resulted from ADIB's or its agent/sub contractor negligence or misconduct.

29.14.7 ADIB will endeavor to send to the Customer computer generated deposit slips evidencing deposit of the Pouch collected into the Account and account statement in electronic and hard copy format of the Account. It is the Customer's responsibility to reconcile the daily account statements and deposit slips with the original Cash Receipts signed and delivered to each Customer site by ADIB and report any discrepancy to ADIB immediately in writing within (1) Business Day otherwise ADIB shall have the right to consider the information contained therein to be correct, binding on the Customer and conclusive evidence.

29.14.8 The Collection and Delivery Services shall only be in United Arab Emirate's local currency (i.e. AED). No foreign currency will be covered or collected from Customer's location(s).

29.14.9 Account and other banking services to be provided to the Customer by ADIB shall be governed by the Banking Services Agreement as amended from time to time.

29.14.10 ADIB'S fee for providing the Collection and Delivery Services to Customer will be as per the latest applicable Schedule of Charges as declared by ADIB from time to time.

29.15 Specific Terms for Image Cheque Clearing Services ("ICCS")

29.15.1 Subject to the Customer honoring its obligations herein, ADIB shall provide the Clearing Services to the Customer subject to and in accordance with the terms and conditions herein contained.

29.15.2 Carry out all steps and all other obligations required under the CBUAE Regulations and prior to scanning the Cheques in the ICCS Corporate the Customer shall provide details stated in the Cheques. It is the responsibility of the Customer to ensure:

- a. the accuracy and completeness of any details or information required in connection therewith;
- b. Validation of the security and image technical features concerning the Cheques as currently mandated by CBUAE and authenticity, genuineness, and integrity thereof.
- c. Clear and complete images input into ICCS Corporate;
- d. Mentioning the credit account on the back of the Cheque and the beneficiary name or Customer name and the signature on the Cheque (s) shall be verified by the Customer.

29.15.3 The Customer should make sure that the Scanner endorses the Cheque (s) with a unique string placed on the rear of the Cheque (s) and it is Customer responsibility to make sure scanning process is successful by complying with the CBUAE Regulations, terms hereof and by placing the Cheque items in the Scanner and specifying the account number, batch type details and all other related details (if any).

29.15.4 The Customer shall carry out data validation including checking account number and routing number of the Cheque items and entering the Cheque amount in the respective fields and in case of any data correction it is the Customer responsibility to perform the correction and any delay or consequences caused by any discrepancy arising therefrom shall be the sole responsibility of the Customer.

29.15.5 It is a condition precedent to perform the services by ADIB that the Customer shall provide the physical and original Cheques through Security Company

as per ADIB's requirements. For same day clearing or otherwise as soon as clearance is possible, the Customer shall scan, approve and provide the physical Cheques by 8:00 AM during Business Days only. ADIB reserves the right to reverse any credit entries from the Customer's account in the event of non-receipt of the physical Cheque(s) processed through ICCS Corporate and in case of non- receipt, the Customer shall be personally liable for all consequences and damages that may be sustained by ADIB as result thereof and it shall indemnify and hold ADIB harmless against all such damages and liabilities.

29.15.6 The Customer agrees that any Scanner provided by ADIB will be through a reseller agreement (unless agreed otherwise with the Customer) with the actual manufacturer with no responsibility or liability to ADIB. ADIB will not be responsible for any service or maintenance issue in relation to a Scanner.

29.15.7 ADIB shall have the right and without any liability whatsoever to reject or return the Cheques for any reasons whatsoever as ADIB may reasonably think fit including for example but without limitation:

- a. In the event of non-compliance with terms hereof or CBUAE Regulations.
- b. Any mismatch between the scanned images and the physical Cheques discrepancy in the images and/or physical Cheques in any way, shape or form. c. Non compliance with the process flow under CBUAE Regulations and the terms herein.
- d. The name of the beneficiary/payee name does not match with the deposit account name.
- e. The amount in words does not match with the amount in number. f. It is unsigned.
- g. It is soiled, smudged, defaced or torn and is no longer deemed acceptable for clearing.
- h. It is stale-dated in accordance with CBUAE.
- i. It appears to have been forged and counterfeited.
- j. It is no longer acceptable for clearing.
- k. It appears to have been altered and no countersignature is present.

29.15.8 ADIB shall have the right to reverse any transaction for which it has not received the original Cheque(s) or is of the view that it is a fake Cheque(s) alongwith all fees, charges, profits and any claim resulting from such transaction.

29.15.9 ADIB fees for providing the Clearing Services to the Customer will be as per the standard Schedule of Charges. ADIB may from time to time increase or decrease the fees upon prior written notice to the Customer, and the new fee (s) shall be applicable on any new transactions.

29.15.10 For greater clarity, it is understood and agreed between ADIB and the Customer that the clearance and settlement of the Cheques and all the matters related thereto shall be governed by and subject to the Banking Services Agreement agreed between the two parties.

29.15.11 The Customer hereby acknowledges that it has received adequate education and training and hereby declares that it has understood clearly the CBUAE Regulations and the terms herein including training and education on how to examine and validate the security and technical features of the Cheques and the images thereof.

29.16 Specific Terms for Smart Cash Deposit Machine ("SCDM")

These special terms for Smart Cash Deposit Machine ("SCDM") shall apply to cash collection service which shall be in accordance with the service levels set out below, at the times and at the location (s) agreed between ADIB and the Customer whereby in consideration of the applicable Fees, ADIB will arrange for the supply of the SCDM to the Customer on a leasehold basis by an appointed service provider who will install the SCDMs at such premises and provide the Software that will enable the SCDMs to function and provide all items of a disposable nature including (without limitation) sealed bags, stamps, printing papers, required for effective operation of the SCDMs. The Customer shall ensure that its employees follow the service levels below and not allow anyone other than ADIB (or service providers authorised by ADIB) to carry out any maintenance service to the SCDMs. ADIB being the lessor of the SCDM shall be responsible for any Major Maintenance of the SCDM that is required to keep the SCDM in a condition necessary to provide the contractual benefits of the SCDM to the Customer except in cases of negligence from the Customer in which case Customer shall be responsible. Customer shall be responsible for minor maintenance of SCDM. The Fees charged by ADIB to the Customer for the SCDM will be inclusive of the rental of SCDM and any services related to SCDM. Major Maintenance means maintenance and repair without which the SCDM could not be used in the ordinary course of use to its full potential as agreed between the Bank and Customer.

29.16.1 Actions by Customer's Authorised Representative (CAR)

- a. Customer's Authorised Representative ("CAR") will enter his/her unique username and password on the screen of SCDM or will use the Cash deposit card issued in his/her name.
- b. CAR will deposit the Cash in SCDM.
- c. CAR will receive the rejected and counterfeit notes in the rejection note area.
- d. CAR will insert cheques in separate sealed bag(s), scan them on the barcode scanner of SCDM and insert these bags in SCDM.
- e. On completion of the transaction, CAR shall receive the receipt from the printer.
- f. CAR should ensure that ADIB Authorised Persons are on the latest updated representative ID list.
- g. CAR will check the names and identities of ADIB Authorised Persons. ADIB Authorised Persons will be in uniform and always be in pair. In case of any doubt CAR will call ADIB to verify and confirm the identity of the personnel collecting the cash and shall not allow them to operate the SCDMs until such clarification is received to its satisfaction. ADIB shall take no responsibility for any Cash delivered to persons other than Authorised Persons.
- h. After necessary confirmations, the CAR will let the ADIB Authorised Persons enter the area where SCDM is installed.

29.16.2 Actions by ADIB Authorised Persons:

- a. ADIB Authorised Persons will arrive at the Customer's premises.
- b. After the necessary confirmation of ADIB Authorised Persons authorization by the CAR, ADIB Authorised Persons will be allowed to enter the area where SCDM is placed.
- c. ADIB Authorised Persons will log in the operational mode and press "Open the Door" option. The SCDM will seal the cash bag automatically inside the locked door.
- d. ADIB Authorised Persons will open the door after the SCDM gives instructions after sealing of the cash bag and take out the sealed bag from SCDM and take two receipts printed automatically mentioning details of total transactions.
- e. ADIB Authorised Persons will also take out Cheques sealed bag(s) from SCDM.
- f. ADIB Authorised Persons will check the condition of the sealed bag(s), if its Seals are intact and necessary details i.e. bar code number is mentioned on the sealed bag.
- g. ADIB Authorised Persons shall scan the sealed bag for collection and shall select the option of 'onward location' on the Hand Held Terminal (the "HHT"). The ADIB Authorised Persons shall enter the value of Cash on the HHT as per clearing receipt of SCDM and shall select OK on the HHT. ADIB Authorised Persons will print Electronic Valuable Handling Receipt (the "EVHR") and hand over to CAR.
- h. ADIB Authorised Persons will use the "Register" option to register the new Cash Bag and after scanning on the barcode, ADIB Authorised Persons will place the new Cash Bag in the bag slot.
- i. After placing the Cash Bag, ADIB Authorised Persons will close the door and inform CAR that the SCDM is ready for depositing Cash.
- j. In case SCDM is offline, ADIB Authorised Persons shall visit Customer premises, check internet connection & if required, inform Customer to take necessary action for correcting internet availability issue.
- k. ADIB Authorised Persons will routinely carry out maintenance activity to ensure SCDM is working appropriately.

29.17 Specific Terms for Post Dated Cheque(s) (PDC's) Warehousing

Subject to these terms, agreed particulars and payment of the applicable Fees, ADIB may offer to provide warehousing facility for PDC's to the Customer which thereafter will be processed for collection according to, amongst others, the following terms and conditions;

1. the Customer shall, furnish to ADIB, the names and specimen signatures of its authorised representatives who shall be empowered to act on behalf of and bind the Customer and provide the Customer Instructions to ADIB.
2. Notwithstanding any provisions to the contrary, ADIB shall have the right to accept or reject any PDC'S at any time and for any reasons whatsoever or no reasons.
3. The Customer shall ensure that the PDCs delivered for warehousing are genuine cheques, validly issued and complete in all material details, and originally payable to the Customer. In all cases ADIB may accept PDC'S which are "Account Payee" only payable in favour of the Customer and the Customer shall ensure that bearer's cheques are not delivered to ADIB.
4. Along with the original PDCs, the Customer shall deliver to ADIB a duly verified and signed by authorised signatory a list which includes such details as total number of PDCs delivered, each PDCs date, amount and all other details relating thereto as may be required by ADIB from time to time. To avoid any discrepancy between the details of the list and the actual PDC'S received by ADIB, the Customer shall obtain an acknowledgement of receipt from ADIB on each copy of the PDC'S.
5. The Customer shall be obligated to pay all fees of this service in advance and any associated costs and expenses and hereby irrevocably grant ADIB the right of set-off, on the deposits, funds or other property of the Customer at ADIB from any account under the name of the Customer to the extent of all outstanding dues, whatsoever, arising as a result of or in connection herewith.

29.18 Specific Terms for Printing of Instruments

The Customer will be able to use the E-Channels for the initiation of individual or bulk payment upload and printing of Cheques, demand drafts and pay orders (the "Instruments"). The Customer shall complete any required forms (if any) or steps as may be requested by ADIB including without limitation: any requirements and supplemental terms or conditions (if any) and payment of the applicable fees and charges according to the Schedule of Charges.

1. When the Customer is provided the facility to print cheques at its premises, the Customer undertakes to use Positive Pay Services as hereafter stipulated, for greater clarity the Customer may not be permitted to use the facility to print Instruments unless the Customer uses Positive Pay Services and provide to ADIB with full and an accurate list of the details of the cheques issued. Notwithstanding the foregoing, ADIB shall not be responsible and it shall have the right but without obligation to process the cheques without the aforementioned list at the Customer's risk and responsibility. Notwithstanding the aforementioned, pay orders and demand drafts may only be printed at Bank's side.
2. The Customer shall at all times be fully responsible for and shall strictly;
 - a. comply with the requirements of the laws and regulations issued by the CBUAE in respect of the Instruments, and;
 - b. ensure that its signature will give legal effect and will be genuine, identical or substantially similar to specimen signature (s) at ADIB, and;
 - c. verify the information used when printing the Instruments properly and make sure that any particulars mentioned therein are true, complete and accurate, and;
 - d. at the Customer's own risk and responsibility, ensure the safety of the pre-printed stationary in its custody. In the event of the said stationary kept in its

e. ensure that the Instruments printed comply with the CBUAE's requirements, and security feature requirements as provided for by the CBUAE.

29.18.3 The Customer hereby declares to ADIB that the Customer shall be liable for all its wrongful acts and shall not hold ADIB liable for any damages arising therefrom. The Customer shall fully indemnify and hold harmless ADIB and its directors, officers, agents and employees against all actual losses, damages, claims, liabilities, costs and expenses which they may respectively suffer or incur arising out of or in connection herewith.

29.18.4 The Customer shall forthwith cease to use Instruments printing if ADIB at its sole discretion decides to withdraw the said facility to the Customer and informs the Customer accordingly. The Customer shall thereupon return all the unused stationary to ADIB within three Business Days of the receipt of the written communication from ADIB calling upon the Customer to do so and shall further certify in writing to ADIB the same.

29.18.5 The Bank will supply the Customer with Instruments stationary each of which is preprinted on separate A4 sized sheets or such other sizes as the Bank may from time to time deems fit.

29.18.6 The Customer shall keep the stationary for the Instruments which is pre-printed safe and secure and prevent unauthorised access or use thereof. The Customer must inform the Bank immediately if the pre-printed stationary of the Instruments are lost, replicated or misused.

29.18.7 The Customer shall obtain the equipment necessary for the printing of Instruments that are permitted to be printed at Customer's premises under these Terms and Conditions directly from their own means and at its sole cost and expense and for the purpose of clarity hereof, equipment means the latest electronic laser printer required for printing the said Instruments at the Customer's premises. The Customer shall be responsible for ensuring that the said equipment is not lost, replicated or misused, and it must be kept and secured in the Customer's safe custody.

29.18.8 To the fullest legal extent, the Bank shall not be liable for any losses, damages, costs, expenses, claims or demands suffered or incurred by the Customer or any other third party due to forgery, fraudulent transactions, operational failures, faults, errors or any other causes arising reasons beyond its control.

29.18.9 The Customer shall, in respect of hereof, ensure that the relevant account used to fund the Customer Instruments shall, contain sufficient funds to cover the Instruments and the relevant fees and charges.

29.18.10 Subject to the payment of the applicable Fees according to the Schedule of Charges, the Customer may request in writing to ADIB and ADIB may agree to print the Instruments at ADIB's premises provided the Instruments are initiated through the E-Channel. ADIB shall not be responsible or liable for damages;

- a. If the payment is not affected due to damage or mutilation of the Instrument;
- b. if the payment is made to person (s) other than payees or bonafide endorser unless it is promptly notified in writing to the relevant branch of ADIB that issued the Instrument and instructed to take precautionary measures;
- c. If the payment is stopped or funds withheld by action of any authority for any reason or cause whatsoever.

29.18.11 Instruments that are not presented within the validity and after 24 Calendar months from the date of sending a notice to the available address of the Customer will be transferred to Charity A/C as per the Bank's policy.

29.18.12 ADIB shall have the right to debit the Customers account (s) with the applicable Fees and the value of the Instruments (s).

29.18.13 Notwithstanding any terms to the contrary, ADIB shall have the right and without any liability on its part not to print any Instruments (s) if the relevant account does not contain sufficient funds to cover the value of the Instruments and the applicable Fees or for any legal or other reason at the sole discretion of ADIB.

29.18.14 It is the Customer's sole responsibility to ensure, amongst other things, that the Instruments will be;

- i. properly and duly executed according to the relevant laws and regulations.
- ii. contain correct, full and accurate details.
- iii. duly signed and sealed and constitute legally created obligation on the part of the Customer.
- iv. handed over to the beneficiaries if and only when the relevant account (s) on which such Instruments are drawn have sufficient funds.

29.19 Positive Pay Services. For the purpose of clarity hereof, positive pay means the service in which the Customer will provide ADIB with full and an accurate list of cheques issued and withdrawn on the Customer's account which is held with ADIB and ADIB will compare the details and verify the consistency with such list accordingly within a reasonable duration before such cheques will be become payable and;

- a. ADIB will display from time to time statues report of the Instruments to the Customer online.
- b. In case of any apparent mismatch or discrepancy, ADIB will inform the Customer and the Customer shall forthwith correct such mismatch or discrepancy and or provide ADIB with its confirmation and decision.
- c. The Customer shall indemnify ADIB and hold it harmless against any actual loss or damage ADIB may actually suffer due to reasons attributable to the acts of the Customer including its decisions and any invalid, inaccurate or incomplete information in connection hereto.
- d. Notwithstanding any terms to the contrary but subject to Clause e below, ADIB may treat all issued cheques as validly issued and properly payable so long as such cheques are in conformity with the applicable laws and regulations and the Banking Services Agreement which shall apply to honouring the cheques generally.
- e. The purpose of using Positive Pay information file as contained herein is to, inter alia, eliminate the risks associated with payment of cheques such as forged, altered, and counterfeited cheques whereby issued cheques will be matched against positive pay information file uploaded by the Customer. Accordingly the Customer understands the risks associated with failure to provide such file, in the manner and within the period specified herein and the Customer agrees that payment of cheques without validation or information file is at the Customer's our own risk and responsibility including any cheques which are presented Over-the-counter at ADIB Branches

ADIB LIQUIDITY

29.20 Liquidity Management (Sweeps)

29.21 For the purpose of clarity hereof, ADIB Liquidity is branded trademark created and owned by ADIB which means liquidity management sweep services as part of the Cash Management Services under this Clause 29.20 (Liquidity Management) which, can be accessed through ADIB's E-Channels whereby the Customer can regularly issue Customer Instructions related to sweeping whereby funds are moved from certain account (s) to other accounts and conduct debit and credit transactions between certain accounts based on the parameters and setup as chosen by the Customer and made available by ADIB through E – Channel(s) subject to these Terms and Conditions and any related requirements by ADIB, hereinafter referred to as (the "Liquidity Management Service").

29.22 The Customer shall ensure that its personnel act in good faith at all times when using this Liquidity Management Service and not misuse or abuse it.

29.23 The Customer shall be responsible for the accuracy and completeness of its instructions and safeguarding the security and integrity of this Liquidity Management Service by ensuring that only Authorised Users have access to it and that Authorised Users' security credentials and Security Token Devices are safeguarded at all times.

29.24 The Customer may, at any time, in writing request ADIB to add or remove any account including any accounts of participant applicants subject to such account being authorised participant account by all relevant parties.

29.25 The Customer is responsible to ensure that sufficient balances are available in the participant accounts to abide by the different sweeping parameters setup for the participant accounts.

29.26 If and when cross-currency sweeps are available for use, the Customer acknowledges and understands that it is solely responsible for any currency fluctuation or exposure as a result of such sweeps and that the currency conversion shall be subject to the clause "Currency Exchange (FX)" above.

29.27 The Customer shall be responsible as prime obligor for any debit balance, and any fees, commissions, Tax or other charges related thereto as a result of any sweeping instructions.

29.28 ADIB is not obligated to deem any debit or credit transaction on a participant account to be made before such debit or credit has in fact been successfully completed in a participant account. In the case of sweeping structures with participant accounts in more than one currency, the base currency used for the calculation of final balance shall be AED unless otherwise agreed by ADIB. The conversion of any participant account balances into the base currency equivalent shall be at Prevailing Exchange Rate or a fixed rate of exchange agreed by ADIB with the Customer.

29.29 The Customer is responsible to ensure that it does not set up or give sweep instructions on accounts over which it does not have the authority to do so.

29.30 The Customer is responsible to ensure that it does not set up or give sweep instructions for facilitating any activity prohibited by Islamic Shari'a such as interest-based lending or borrowing or paying any amounts in the nature of interest.

29.31 The Customer undertakes not to use the Liquidity Management Service:

- a. in a way or for a purpose not authorised or intended by ADIB.
- b. in contravention of any applicable law or regulation.
- c. for a purpose other than for the Customer's business purposes;
- d. nor permit any third party to use it or seek to gain or permit any third party to gain unauthorised access to any system or network of ADIB.
- e. Transmit or upload any material that contains viruses, Trojan horses, worms, time bombs or any other harmful programs which may interfere with or disrupt the Liquidity Management Service or any network connected thereto.

29.32 The terms and conditions under the Banking Service Agreement shall apply in absence of any express provisions contained herein.

Cash Management Services

Terms and Conditions

For Iraq Customers

GOVERNING

Cash Management Services

These Terms and Conditions as hereinafter stipulated and the Application Form shall govern the Cash Management Services provided by Abu Dhabi Islamic Bank - Iraq branch, P.Karada Kharig - Dist. 909 - Baghdad -Iraq P.O. Box 3237 Tel: (6004-4446001 770 (964+ ("ADIB Iraq or the Bank"), and the Customer.

General Definitions

"Account" means the bank account of the Customer with ADIB, for the deposit of the Cash collected by ADIB under the terms hereof, as governed under the terms of the Banking Services Agreement including Customer's current account and/or investment account (s) as selected by the Customer subject to its sole discretion;

"IQD" means the lawful currency of the Iraq Republic of Iraq.

"Agreement" means these Terms and Conditions, the Application Form, the Schedule (s) appended hereto or to the Application Form (if any), the Instructions, any supplementary documents or terms for the provision of the services provided to the Customer in writing as such terms and documents may be amended or modified and notified to the Customer in writing from time to time in accordance with the provisions of these Terms and Conditions.

"Application Form" means the application form which shall be signed and submitted by the Customer to ADIB to avail the Cash Management Services subject to these Terms and Conditions.

"Authorized Person" means any person authorized by the Customer to act on its behalf in the performance of an act, discretion or duty under these Terms and Conditions (including for the avoidance of doubt, any officer or employee or agent of such person);

"Administrator" means the Customer's employee or agent empowered or enabled by the Customer with either sole or dual authority to appoint Users.

"H2H" ADIB's relevant Host to Host (H2H) related system accessed via such access point as ADIB-Iraq branch may notify the Customer from time to time.

"Islamic Shari'a" means the provisions of Islamic law derived from the Holy Qur'an, Prophetic Tradition «Sunnah», or binding authority of the dicta and decisions of the Prophet Mohammed (peace be upon him), imam, or "consensus" of the community of Islamic scholars, and the qiyas, or analogical deductions as well as other Islamic law evidence, as may be determined or deduced by ADIB's Internal Shari'a Supervisory Committee.

"ADIB Group" means the Bank, its subsidiaries, affiliates and any of their branches.

"Banking Services Agreement" means the agreement between ADIB Iraq branch and the Customer in respect of the banking services and accounts.

"Business Day (s)" shall mean any day on which banks in the Republic of Iraq are open for general business, excluding Fridays and public holidays;

"Customer" means the customer whose name and other particulars are mentioned under the Application Form.

"Customer Associate" means a member, subsidiary, affiliate, or associate of the Customer.

"Cash Management Services" refer to the cash management services as described and governed under these Terms and Conditions.

"Customer Instructions" mean any instruction given by the Customer to ADIB Iraq branch in connection with the Cash Management Services in accordance with these Terms and Conditions.

"CBI" means the Central Bank of the Republic of Iraq;

"CBI Regulations" mean the regulations issued by the CBI

"ADIB-Direct(s)" means ADIB's Iraq branch electronic banking systems described hereunder, accessed via the portal or such other access point, which ADIB may authorize the Customer and any User to access and use from time to time in accordance with these Terms and Conditions.

"ADIB-Direct Services" means any electronic banking or related services supplied via ADIB I Direct and ancillary services that ADIB Iraq- provides, procures or make available to the Customer from time to time including any online services related or supplemental thereto, as may be further described hereunder and in the Application Form.

"Fees" mean the fees payable to the Bank by the Customer in consideration of the Cash Management Services as more particularly described in the Schedule of Charges in ADIB-Iraq website and/or ADIB-Iraq branches.

"Instructions" means documentation, operating instructions or reference guidelines relating to Cash Management Services and the use thereof issued by ADIB-Group or a third party in any written form whether physical or electronic.

"Institution" mean any member of the ADIB group of companies (other than ADIB-Iraq Branch) and any third party institution providing certain Cash Management Services.

"Internal Shari'a Supervisory Committee" means ADIB's Internal Shari'a Supervisory Committee.

"Materials" means any content, tools or other materials (other than software) made available to the Customer for the purpose of making use of Cash Management Services.

"Nominated SWIFT Registered Member" means, where applicable, a SWIFT Registered Member who (subject to ADIB's consent) is appointed by the Customer in accordance with the terms hereof to send or receive SWIFT Messages, or perform other functions, in connection herewith.

"Security Procedures" means the facilities and procedures used to control the operation of each of the Cash Management Services either by ADIB or third party.

"SWIFT Registered Member" means an entity that has registered with SWIFT as either a corporate and who is therefore duly bound as a party to a SWIFT Agreement and meets all eligibility criteria specified or referred to in that SWIFT Agreement or the SWIFT Documentation.

"SWIFT Services Bureau" means a user or non-user organization that has been admitted under the indirect connectivity program as an authorized service bureau to provide services to users regarding the day-to-day operation of their SWIFT connection. Within the context of the SWIFT Services, the SWIFT Services Bureau may assist the Customer (or the Nominated SWIFT Registered Member) at the Customer's request to access the SWIFT network.

"E-Channel(s)" means ADIB's electronic banking systems described hereunder, accessed via the portal or such other access point, which ADIB may authorize the Customer and any User to access and use from time to time in accordance with these Terms and Conditions.

"E-Channels Services" means any electronic banking or related services supplied via an E-channel and ancillary services that ADIB provides, procures or make available to the Customer from time to time including any online services related or supplemental thereto, as may be further described hereunder and in the Application Form.

"Software" means any software made available for the use of the Customer.

"Schedule of Charges" means the relevant schedule/tariff board available at ADIB Iraq branch and/or on its website relating to Fees and other service charges payable by the Customer to ADIB Iraq branch in respect of various transaction(s) including the Cash Management Services and E-Channels Services.

"Security Token Device(s)" means the physical device used by the Users for authorizing transactions.

"SWIFT Instructions" means the content of any SWIFT Message received by ADIB from the Customer (or the Nominated SWIFT Registered Member) including any actual or purported advice, request, payment instruction or communication addressed to ADIB.

"SWIFT Services" has the meaning ascribed to them herein below.

"SWIFT" means the Society for Worldwide Interbank Financial Telecommunication, a Belgian co-operative society of Avenue Adele 1, B-1310 La Hulpe, Belgium which facilitates the exchange of electronic messages via the SWIFT network.

"SWIFT Agreement" means any agreement between SWIFT and ADIB and/or as the case may be, SWIFT and the Customer (or the Nominated SWIFT Registered Member) in relation to the SWIFT Services including the SWIFT Documentation.

"SWIFT Documentation" means the SWIFT terms, conditions, guides and procedures applicable to the sending and receiving of SWIFT Messages within the SWIFT Services, as incorporated into the Customer's (or the Nominated SWIFT Registered Member's) SWIFT Agreement or notified to the Customer (or the Nominated SWIFT Registered Member) by SWIFT or ADIB.

"SWIFT Message" means an electronic communication sent using the SWIFT Messaging Services.

"SWIFT Messaging Services" means SWIFT messaging services, including the SWIFT Net FIN messaging services and the SWIFT Net, File Act services.

"User(s)" means any of the Customer's employees, agents, Administrators or any other individual(s) authorized by the Customer, whom from time to time are/is

appointed to use the Cash Management Services.

"Users Terms" means the terms governing the E-Channels Services as hereinafter contained.

Interpretation

Unless the context requires otherwise, the following rules shall apply:

- a. Where two or more persons constitute the expression the "Customer", all covenants, agreements, undertakings, stipulations, obligations, conditions and other provisions hereof and their liability herein shall be deemed to be made by and be binding and applicable respectively on them jointly and each of them severally and shall also be binding on and applicable to their successors and permitted assigns.
- b. Reference to any person shall include any corporation, firm, partnership, society, association, statutory body and agency, whether local or foreign.
- c. The clauses and other headings herein are for ease of reference only and shall not affect the interpretation of any provision hereof.
- d. Reference to a statutory provision includes reference to any modification, consolidation or re-enactment of it for the time being in force, and all statutory instruments or orders made pursuant to it.
- e. Words importing the singular meaning shall where the context so requires include the plural and vice-versa.
- f. f. Words importing any gender shall include all genders.
- g. f. Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- h. References to "month" shall mean references to a Gregorian month.

General Terms and Conditions

1. Provision of Services

Subject to these Terms and Conditions, the relevant laws and regulations and the requirements of ADIB Iraq from time to time, ADIB hereby agrees to make reasonable efforts to render to the Customer and the Customer hereby agrees to avail from ADIB, the Cash Management Services accordingly, in consideration of, inter alia, the Customer's compliance of its obligations herein and the payment of the applicable Fees and all other payments hereof.

2. Eligibility and Adjustments

Notwithstanding any terms to the contrary, ADIB Iraq shall have the sole right to decide the mode and manner of providing the Cash Management Services and/ or to decide the eligibility of the Customers to avail certain Cash Management Services at any time and /or to decide any changes or modifications thereto in accordance with these Terms and Conditions.

3. Authorized Person(s)

The Customer shall furnish ADIB with a full and accurate list of Authorized Person(s) appointed by the Customer, who is/are authorized to give Customer Instructions to ADIB along with the relevant authorizations. The Customer authorizes ADIB to circulate the Authorized Persons' signature and facsimile to any branch of ADIB. The Customer undertakes to inform ADIB immediately regarding any changes (if any), in the specimen facsimile signatures of Authorized Person(s) and also furnish the alternate specimen facsimile signatures of additional/alternate Authorized Persons to ADIB prior to requesting for circulation amongst its branches.

4. Security Procedures

The Customer shall comply with the Security Procedures and any other reasonable instructions ADIB may issue to the Customer in respect of the Cash Management Services. Notwithstanding the foregoing, it is the Customer's responsibility to set up, maintain and regularly review the security arrangements concerning the Customer's access to and use of the associated computing and system requirements for the Cash Management Services to determine the adequacy thereof or any other matter or thing. The Customer must notify ADIB as soon as reasonably possible upon becoming aware of any actual or attempted unauthorized access to the Cash Management Services or any unauthorized transaction or attempt to execute an unauthorized transaction. The Customer shall be responsible for all the acts of the Users of the Cash Management Services, being the Customer's authorized representatives who shall always be aware of all security matters in relation to the use of any Software and/or Materials and these Terms and Conditions and that they shall obtain all appropriate authorizations required before using the Cash Management Services and are permitted to act on behalf of the Customer.

5. Customer Instructions

ADIB may treat all apparently valid Customer Instructions authorized by the Customer even if made fraudulently and even if they conflict with the terms of any other instructions or mandates given by the Customer at any time. ADIB shall be under no obligation to check the authenticity of Customer Instructions or the authority of the person or persons giving them. Notwithstanding the foregoing and without liability on the part of ADIB, it is the Customer's responsibility to ensure at all times the accuracy and completeness of and proper and lawful authorization of the Customer Instructions and that the same have been transmitted correctly. ADIB shall be entitled to debit the Customer's accounts with actual costs or expenses ADIB may have paid or actually incurred in accordance with a Customer Instruction, that is without obligations on the part of ADIB to make payments of any amounts required to implement the Customer Instructions which shall be the responsibility of the Customer at all times.

6. Dealings with Institutions

The Customer appoints ADIB as the Customer's agent on its behalf to request any institution to supply any information about the Customer or the Customer's accounts and /or to issue instructions to third parties to give effect to a Customer Instruction as the Customer's agent. ADIB is hereby authorized to delegate any powers conferred to it, further to third parties in performance of the Cash Management services. In any event, neither ADIB nor any other member of the ADIB group of companies shall be liable for any loss, damage, delay or failure to perform, caused by the acts or omissions of any such third parties or agents whether selected by ADIB

7. Possibility of Error

The Customer acknowledges to ADIB that the error in any information related to the Cash Management Services is possible and therefore ADIB does not warrant that the information is accurate, complete or error-free, nor that the information on ADIB's computer system is current and up-to-date at the time it is accessed. The Customer must verify the correctness of the information with ADIB and in case of error ADIB sole obligation is to take reasonable steps to correct the defective part of the information to the extent possible and in case of software error, to correct the defective part thereof and/or retransmit or reprocess the Customer Instruction, at no additional cost to the Customer.

8. Termination

Either party may terminate the Cash Management Services in whole or in part on not less than (30) thirty Business Days written notice to the other party or with immediate effect by written notice to the other if the other party; (a) commits a material breach which is not remedied within (14) fourteen Business Days of a written notice requiring remedy; or (b) becomes insolvent under the laws of any applicable jurisdiction. Termination will not affect the rights and remedies of both party accrued and due until the date of termination nor will it affect any provisions hereof which by their nature shall survive termination.

Upon termination for any reason of any part hereof for which Software or Materials were supplied, any such Software or Materials license terminates. From time to time, ADIB may suspend some or all the Cash Management Services for routine, non-routine or emergency maintenance or for any other reason where ADIB reasonably considers necessary. If the Customer is affected due to this suspension, ADIB should compensate the Customer on pro-rata basis for any periodic fees on the services suspended in proportion to the period during which services were not available to the Customer. In the event of such a suspension, ADIB will provide the Customer, within a reasonable period, notice prior to the suspension and in case of emergency such notice shall not be required. For the purpose of clarity, suspension under this clause shall mean stopping of services by ADIB to the Customer continuously for more than 24 hours except for the cases whereby certain actions are required to be taken by ADIB to protect Customer(s) such as disabling Customer's access to the Cash Management Services in cases of fraud or security breach.

9. Tax

All Fees and payments in respect of the Cash Management Services charged by ADIB Iraq are exclusive of value added tax, sales tax or any other tax applicable in any relevant jurisdiction including any taxes applicable in Iraq and the Customer shall pay all taxes of any nature whatsoever.

10. Sub-Contracting

The Customer irrevocably agrees that ADIB Iraq may transfer or sub-contract the provision of any part of the Cash Management Services provided to the Customer to any third party in part or in whole without the need for the Customer's knowledge or consent which shall hereby be deemed to be granted by the Customer to ADIB.

11. Software and Materials

Unless otherwise expressly agreed in writing, title to and all rights in the Software and the Materials belong to ADIB or its licensors and, except for the specific rights granted by ADIB herein, the Customer will acquire no rights whatsoever in relation thereto. The Customer acknowledges that the use of certain Software and Materials may be subject to additional restrictions and obligation on the part of the Customer, such restrictions and obligations shall be integral part for the use the Software and the Materials which the Customer shall comply with and the Customer shall be deemed to have accepted any such additional terms upon any User using any such Software or Materials. The Customer undertakes not to alter, reverse engineer, copy, publish or impart to any third party any Software or Materials.

12. Rules and Principles of Islamic Shari'a and Customer Undertaking

The Customer acknowledges and agrees that the rules and principles of the Islamic Shari'a as per the Shari'a standards of the Accounting and Auditing Organization for Islamic Financial Institutions shall be integral and inseparable hereof. The Customer hereby undertakes that it shall not utilize any of the Cash Management Services mentioned under these Terms and Conditions nor it shall give any Customer Instructions or use any of the rights and benefits hereunder for any purpose that is not in conformity with the Islamic Shari'a. If ADIB finds out that any of the Customer Instructions, utilization, access or use thereof has been for any purpose that is non-compliant with Islamic Shari'a, then without prejudice to any other rights, ADIB shall be entitled to reject the relevant Cash Management Services use, and access thereof and not carry out the Customer Instructions. Notwithstanding any terms to the contrary, the Bank will not be liable to the Customer for any loss, damage or expense thereby incurred or sustained. For the purpose of clarity, ADIB shall not be liable to process any Customer Instructions which includes payment or receipt of interest or any amounts in the nature of interest.

13. Waiver of immunity

To the extent that the Customer may in any jurisdiction can claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to itself or its assets such immunity (whether or not claimed), the Customer hereby irrevocably agrees not to claim and hereby irrevocably waives such immunity to the full extent permitted by the laws of such jurisdiction.

14. Confidentiality

ADIB may need to share, store or transmit information about the Customer and the Users within ADIB or ADIB group or with any institution, agent or third party used by ADIB for the purpose of providing the Cash Management Services in particular or providing professional services or other in general, any such act will be done on a confidential basis and ADIB will endeavor to maintain confidentiality of such information within the ADIB or ADIB group of companies unless: (a) otherwise required by any law or request of any public authority; or (b) where disclosure is required for the purposes of preventing crime; or (c) ADIB deem disclosure necessary to give effect to a Customer Instruction or any other obligation ADIB is required to perform. Nothing in this Clause shall apply when ADIB discloses confidential information to a third party as a result of ADIB exercising its rights and powers granted herein whether express or implied. The Customer must keep confidential all information about the Cash Management Services and access to and use of systems and facilities thereof.

15. Limited Warranties

Save for reasons beyond ADIB's control or other reason attributable to third parties, ADIB will use reasonable efforts so that the Cash Management Services will perform in substantial conformity to the description hereof. To the extent permitted by law and Shari'a, this is the only performance warranty made by ADIB in respect to the Cash Management Services. ADIB shall have no liability for breach of any implied terms including, without limitation, those as to satisfactory quality, merchant ability or fitness for any particular purpose except in the cases of negligence or misconduct from ADIB in accordance with terms hereof to the extent by applicable law excluding in any and all circumstances any opportunity loss, loss of profit or any payment in the nature of interest whatsoever.

16. Severability

If any provision(s) hereof shall be held and finally determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions thereof shall not be affected and remain in full force and effect.

17. Order of Precedence

These Terms and Conditions shall be read in conjunction with and in addition to the terms of the Banking Services Agreement.

18. Governing Law, Jurisdiction and Force Majeure

18.1 Neither party nor any member of ADIB Group will be liable for any loss (including loss of profit), damage, delay or failure in performing any of its duties relating hereto caused in whole or in part by the action of any government or governmental agency, natural disasters, law or regulation (or any change in the interpretation thereof), injunction, currency restriction, sanction, exchange control, industrial action (whether involving its staff or not), war, terrorist action, equipment failure, or interruption to power supplies or anything else beyond its reasonable control. ADIB and other members of ADIB Group are required to act in accordance with the laws and regulations operating in various jurisdictions which relate to the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities which may be subject to sanctions. ADIB may take, and may instruct other members of ADIB Group to take, any action which it, in its sole and absolute discretion, considers appropriate to act in accordance with all such laws and regulations. Such action may include but is not limited to the interception and investigation of any payment messages and other information or Customer Instructions sent to or by the Customer or on its behalf via ADIB's systems or any E-Channel or any other member of the ADIB Group's systems or E-Channels; and making further enquiries as to whether a name which might refer to a sanctioned person or entity actually refers to that person or entity. Notwithstanding any provision, neither ADIB nor any other member of ADIB Group will be liable for loss (whether direct, consequential or loss of profit, data or damage suffered by any party arising out of any delay or failure by ADIB or any other member of ADIB Group in performing any of its duties hereunder or other obligations caused in whole or in part by any steps which any of them, in their sole and absolute discretion, considers appropriate to act in accordance with all such laws and regulations or the exercise of any of the ADIB's or any other member of ADIB Group's rights under this clause. In certain circumstances, the action which ADIB or any other member thereof may take may prevent or cause a delay in the processing of certain information. Subject to the overriding requirements of any applicable laws and regulations, ADIB will endeavor to notify the Customer of the existence of such circumstances as soon as is reasonably practicable.

18.2 These Terms and Conditions shall be governed by and construed in accordance with the laws as applicable in the Republic of Iraq to the extent that such laws do not contradict with the rules and principles of the Islamic Shari'a as set out in the Shari'a Standards issued by the Accounting and Auditing Organization for the Islamic Financial Institutions (AAOIFI) as interpreted by the Internal Shari'a Supervisory Committee; in case of contradiction, the rules and principles of Islamic Shari'a shall prevail, and the Customer hereby irrevocably submits to the exclusive jurisdiction of the courts in the Republic of Iraq to hear and determine any suit, action or proceeding and to settle any disputes which may arise out of or in connection with these Terms and Conditions in accordance with the provisions of law.

19. Miscellaneous

19.1 These Terms and Conditions form the entire agreement between the parties concerning the supply and use of the Cash Management Services. It supersedes any pre-existing agreements, communications, representations and discussions between ADIB and the Customer relating to the Cash Management Services.

19.2 Communications via e-mail, the internet, Short Message Service (SMS), or any other similar methods entail risks, the Customer acknowledges such risks and that any such communications may be intercepted, monitored, amended or otherwise interfered with by third parties. ADIB shall not be responsible or liable to the Customer or any third party in the event of any such occurrence in relation to any communication between ADIB and the Customer (or which appears to have been made on the Customer's behalf), or any communication the Customer asks ADIB to enter into with any third party.

19.3 The Customer agrees to pay the Fees and other tariffs (where applicable) for providing the Cash Management Services and ADIB is entitled to debit the Customer's accounts wherever they are situated and wherever they are opened, with the amount of any such due Fees and/or tariffs. The Fees and other tariffs and their frequency and dates of payment for providing the Cash Management Services may be changed by giving the Customer prior notice of 30 days after which the revised Fees and tariffs shall be applicable and Customer's use of any of the Cash Management Services thereafter shall be deemed to be its acceptance of the revised Fees..

19.4 Each party shall take all reasonable precautions to ensure that communications through electronic means are not affected by computer viruses, Trojan horse programs (such as key loggers) and other harmful programs or components.

19.5 The rights of ADIB hereunder (a) may be exercised as often as necessary; (b) are cumulative and not exclusive of its rights under any applicable law; and (c) may be waived specifically and only in writing. Any delay in the exercise or non-exercise of any such right is not a waiver of that right.

19.6 ADIB may make modifications which are required due to or in connection with changes in the Cash Management Services, the E-Channels Services, changes in any laws and/or regulations or any other modifications required by ADIB. In the event that ADIB makes changes relating thereto, ADIB shall update these Terms and Conditions and post the same on the ADIB's internet home page and send a notice of the same to the Customer of reasonable period of time not to exceed in any and all cases (60) Calendar days but notwithstanding the foregoing if such changes by their nature require immediate implementation thereof as the Bank may see fit at its sole discretion (acting reasonably) then such notice shall be with immediate effect notification and/or publication. In the event that the Customer continues to use the Cash Management Services after receipt of said notification or publication as aforementioned, then the Customer shall be deemed to have accepted and be bound by said changes and/or variations and waive any right of contestation in respect thereof. The amended Terms and Conditions shall be enforceable only for the future transactions and/or Cash Management Services taking place after the amended Terms and Conditions are effective and shall not be applicable back value dated.

19.7 Certain jurisdictions or services may have particular contractual, legal or regulatory requirements that require the Customer to agree to supplementary terms. Where such supplementary terms are necessary, ADIB will provide those terms in writing and any other relevant documentation, in the event that the Customer continues to use the Cash Management Services after receipt of such supplementary terms the Customer shall be deemed to have accepted and be bound by the same and waive any right of contestation in respect thereof.

19.8 The Customer shall ensure the authenticity, reliability, validity, accuracy and completion of any information, details, contents, materials, communications or documents required from the Customer to provide the Cash Management Services and in case of any discrepancy therein, the Customer shall be solely responsible for any loss and/or damage suffered or liability, non-payment, wrong payment or delayed payment caused directly or indirectly as a result of such discrepancy.

19.9 It is hereby understood and agreed between the Parties hereto that the liability of the Bank hereunder for any and all causes whatsoever shall be limited to the actual loss incurred by the Customer in relation to the Cash Management Service in respect of which such liability arose and in accordance with relevant provisions hereof excluding any opportunity loss, loss of profit or any amounts in the nature of interest or any other indirect losses.

19.10 Access to trade transactions applications or certain functionalities through E-Channels for letter of guarantees, documentary letter of credit or other similar or related functionalities doesn't render the Customer to be eligible to use them unless, amongst other conditions, the Customer signs and agrees to be bound by all related application forms and the trade terms and conditions which shall govern the contractual arrangement in respect thereof between the Customer and ADIB as a prerequisite step and prior condition to use the trade related applications and other related facilities, the Customer shall be required to sign and agree to be bound by such terms and conditions.

19.11 Unless otherwise specifically stated herein for designated mode of communications such as by using the E-Channels and/or the SWIFT Services and/or ADIB's official website, all notices, demands or other communications required to be given or made hereunder shall be in writing and delivered personally or sent by prepaid registered post, courier or facsimile transmission or email addressed to the intended recipient thereof at its address or facsimile number or email address given using the communications particulars in the Application Form or to such address or facsimile number as any party may from time to time notify to the other. Any change in the communications particulars of a party shall be provided in writing to the other within 7 (Seven) days of such change. The Customer acknowledges that sending Customer Instructions or any other communications by the internet in general, facsimile and/or electronic means is not a secure means of sending Customer Instruction or any other communications and that the Customer is aware of the risks involved in sending and using such modes, including the risk that such communication may, be fraudulently or mistakenly written, altered or sent and may not be received in whole or in part by the intended recipient.

19.12 The Bank and/or any other member of the ADIB Group shall not be liable for any loss or damage which the Customer suffer or incur unless such loss or damage, has been caused as a result of ADIB's or the other ADIB Group Member's negligence or misconduct in respect of the subject matter hereof or breach of the Terms and Conditions, and that such direct loss or damage shall be the actual loss or damage sustained excluding any opportunity loss, cost of fund and/or any payment in the nature of interest.

19.13 If the Customer accesses or uses an E-Channel or the Cash Management Services actually or purportedly on behalf of a Customer Associate, or otherwise act in any way on behalf of such Customer Associate, the Customer shall ensure that it has appropriate authorization from the relevant Customer Associate to act on its behalf by requesting the Customer Associate to send its authorization to ADIB in a form of proper authorization letter acceptable to the Bank and the Customer agree on behalf of the Customer Associate that these Terms and Conditions shall apply between ADIB and the Customer Associate (as if it were the Customer) in relation to such access or use of such E-Channel or the Cash Management Services.

19.14 Online Functionalities Terms and Conditions;

19.14.1 In order to use certain Cash Management Services, the Customer will need to have access to certain functionalities made available to them online and for the purpose of clarity such functionalities shall mean the functionalities that ADIB makes available through the internet network to enable the electronic receipt and transmission of information and Customer Instructions which in addition to these Terms and Conditions shall be subject to the terms of the Banking Services Agreement and any other requirements contained in the relevant documentation hereinafter referred to (the "Online Functionalities or Services")

19.14.2 ADIB reserves the right to require any further documentation and/or information prior to making Online Functionalities available. The use of the Online Functionalities shall be conditional upon proper completion of the registration process of the Customer and that the purpose thereof shall be for the Customer's own personal use.

19.14.3 The Customer hereby agrees to irrevocably authorize ADIB to accept or decline Customer Instructions given to ADIB by way of Online Functionalities and/ or ADIB-Direct Services and acknowledge and agree that it will be bound by such Customer Instructions.

19.14.4 The Customer agrees that payment requests submitted to ADIB cannot and shall not be treated as evidence of ADIB having paid or agreed to pay the sum so requested.

19.14.5 The Customer agrees that the period of working time in a Business Day is the same as the ADIB's normal business hours. All requests received after the cut-off time or on an official bank holiday in the Iraq will be deemed to have been received on the following Business Day.

19.14.6 It is understood and agreed by the Customer that any transaction will be completed by ADIB as and when the related process is successfully concluded, provided all requirements (if any) are met.

19.14.7 The Customer agrees that ADIB shall not be held liable for any loss or damage whatsoever arising from any erroneous input of information and/or wrongful Customer Instructions.

19.14.8 The Customer shall ensure that its relevant account has sufficient balance before conducting any transactions.

19.14.9 The Customer hereby acknowledges and agrees that ADIB's books, entries and registers shall be deemed final and conclusive evidence of the correctness of any transaction made hereunder unless the Customer proves them otherwise.

19.14.10 notwithstanding the foregoing, ADIB reserves the right not to honor payment requests that ADIB reasonably believes to be unlawful, fraudulent, erroneous

or in conflict with these Terms and Conditions.

19.14.11 ADIB reserves the right to at any time and without providing the Customer with prior notice, combine, consolidate, or set off the Customer's account (s) so as to satisfy any liabilities owed and due by the Customer to ADIB but without obligation to do so. Said combinations, consolidations, set-off and/or transfers may be made as and when required against any due liabilities and at the absolute discretion of ADIB and in case of accounts and/or transactions involving different currencies, currency conversion shall be carried out by ADIB in accordance with the Clause «Currency Exchange (FX)» under these Terms and Conditions.

19.14.12 ADIB shall have the right to debit the Customer's account (s) for transactions made hereunder in accordance with the Schedule of Charges.

19.14.13 It is the Customer's responsibility to ensure the confidentiality and protection for all its sensitive information such as its username and password and to regularly change the password so as to ensure its security and confidentiality.

19.14.14 The Customer shall solely be responsible for ensuring that suitability of the hardware and software used by the Customer for the Online Functionalities and the Cash Management Services and that they are functioning properly, which includes without limitation, ensuring at all times the availability of sufficient storage space for downloading of relevant data to disc and or sufficient paper for printouts. Under no circumstance will ADIB be liable for any loss or damage incurred or suffered by the Customer as a result of any unsuitability, incompatibility, and malfunction or otherwise arising therefrom.

19.14.15 The Customer acknowledges and agrees that nothing herein constitute an undertaking by and or imposes an obligation whatsoever on ADIB to continue providing the Online Functionalities at all times or during any particular hours, in its present form or under current ADIB requirements, and that ADIB may in its sole discretion withdraw, suspend or restrict the same.

19.14.16 ADIB may record and shall have the right to keep record of the Customer electronic or other written communications for as long as ADIB considers appropriate.

19.14.17 The Customer agrees that any and all communications sent by ADIB or the Customer by means of the Online Functionalities, shall be deemed valid and authentic and will be given the same legal effect as written and executed hardcopy communications.

19.14.18 ADIB shall under no circumstances be liable for any third party links nor the contents of and the consequences of acting upon the contents of another linked website.

19.14.19 The Customer shall ensure that the Users agree to be bound by and observe these terms for the Online Functionalities. The Customer shall ensure that the Users comply with the requirements of any functionality including the Help functionality located thereon and hereby agree that the persons nominated in relevant section of the Application Form entitled as Administrators are appointed as the initial System Administrators and may appoint Users and further Administrators from time to time. Without prejudice to the foregoing, ADIB may assist the Customer in setting up the Users as and when such action is made available by ADIB upon request to do so by the Customer subject to these Terms and Conditions.

19.14.20 The Bank is providing a feature of service request (s) which the Customer may initiate via the ADIB-Direct (the "Service Requests"). The Service Requests will be acted upon by the Bank subject to these Terms and Conditions, the Banking Service Agreement and any other legal and other requirements reasonably required by the Bank. The Bank may charge the Customer for the Service Requests upon providing the service(s) requested as per the relevant charge(s) mentioned in the Schedule of Charges. ADIB DIRECT- E-CHANNELS SERVICES

20. Specific Terms for E-Channels Services

20.1 For the purpose of clarity hereof, ADIB Direct is branded trademark created and owned by ADIB which shall mean the Cash Management Services as contained in this Section (ADIB Direct) under this Clause 20 which subject to Customer's compliance with the instructions and procedures set out herein and/or as may otherwise be required by ADIB from time to time, ADIB will use reasonable efforts to make such E-Channels Services available to the Customer. Such E-Channels Services will be subject to any notifications or any restrictions that may be received by ADIB relating to any such Users and other matters from time to time relating thereto.

20.2 The Customer shall communicate with ADIB via the Customer's Users. The Customer shall ensure its Users only use the E-Channels and the E-Channels Services in accordance with the terms hereof and agree to be bound by and observe them.

a) From time to time ADIB may require or may offer to the Customer, enhancements, improvements and upgrades to the existing E-Channels and/or the E-Channels Services or new E-Channels or E-Channels Services. ADIB will provide to the Customer in writing through email, letter, online message or any other similar communication channels any terms related thereto prior to making them available to the Customer, which shall form an integral part of the terms hereof. If the Customer's consent to receiving such new E-Channels or E-Channels Services is not contested in (30) calendar days, then the Customer's (or any of its Users) access to or use thereof shall be deemed to constitute the Customer's acceptance of any such applicable terms.

b) The Customer may subsequently request and authorize ADIB to provide or withdraw E-Channels Services in respect of accounts opened at any time with ADIB or an Institution in writing signed by a duly authorized person or person(s), or, where applicable, via a Customer Instruction submitted to ADIB by the authorized Users of the Customer.

c) Certain E-Channels for accounts viewing and conducting transactions may only be accessed by specified Users. The Customer shall provide a list of all such specified Users for accounts viewing and conducting transactions to ADIB. ADIB will make available Security Token Devices for use by such specified Users to access and use the relevant E-Channels.

d) The Customer authorizes and instructs ADIB to provide access to the Trade Services capability on the E-Channel to view subject to Clause 19.11.

a. The Customer authorizes and instructs ADIB to provide access to the Trade Services capability on E-Channels Services to view subject to Clause 19.10.

21. Corporate Mobile Banking Service

ADIB Corporate Mobile Banking Service (including smart watch), allows the Customer to access account information, make payments to existing payees, and approve payments and other functionalities as provided for therein and accessed via mobile/tablet portal and it is offered as a convenient and supplemental service to ADIB's E-Channel Services and it is not intended to replace access to E-Channel. By enrolling in the E-Channel, the Customer agrees to be bound by all the relevant terms and conditions including these Terms and Conditions ("ADIB Corporate Mobile Banking Service") and in relation thereto, the Customer hereby agrees as follows:

a) Currently, ADIB charges no fees to enroll in or use ADIB Corporate Mobile Banking Service. However, ADIB may charge fees set forth in the appropriate agreements, disclosures or Schedule of Charges for the same.

b) Delays or failures in the Customer's ability to access ADIB Corporate Mobile Banking Service or in the Customer's transmission or receipt of any text or other messages may occur, as access and messaging are subject to effective transmission from the network provider and processing by the Customer's mobile device, as well as delays and interruptions in the internet.

c) The Customer acknowledges that the use of the ADIB Corporate Mobile Banking Service is at its own responsibility and it is the owner or authorized user of the mobile device used to receive ADIB Corporate Mobile Banking Service.

d) The Customer acknowledges and agrees that ADIB will not be responsible for any damage, loss or consequential damage which the Customer may suffer from as a result of: (i) any malfunction or defect in the hardware used by the Customer (which includes the mobile device); (ii) any defect in the software used by the Customer to gain access to the ADIB Corporate Mobile Banking Service; (iii) unlawful or unauthorized access by another person(s); (iii) any other circumstances not reasonably within ADIB's control and not due to its gross negligence or misconduct.

22. Other Payment Types

The Customer will be able to make certain payment types as and when such payment types are available subject to these Terms and Conditions and any applicable requirement (if any) including without limitation: transfer within own account payments, domestic payments (in IQD & USD), international payments, utility bill payments, standing instructions, within ADIB payments, salary, pension payments (GPSSA). These types of payments shall be subject to the Banking Service Agreement and these Terms and Conditions. The Customer understands and acknowledges that ADIB is in no way liable for the accuracy, maturity and validity for the any payment made or for contractual relationship to which such payments relates except as otherwise provided for herein in accordance with Clause 19.13.

23. Currency Exchange (FX)

As and when instructed or authorized by the Customer hereunder for cross-currency transactions, the Customer will be deemed to have appointed ADIB as its agent to purchase the required foreign currency from a third party (s) or from its own sources at the rate(s) not more than the Prevailing Exchange Rate of ADIB for the required currency at the time of the transaction and for the purpose of greater clarity, Prevailing Exchange Rate of ADIB means the spot exchange rate of the relevant currency in force at ADIB as provided in its branches and/or website or a fixed rate of exchange agreed between the Parties which should not be changed once accepted by the Parties except by mutual consent (the "Prevailing Exchange Rate"). If ADIB purchases the required currency from a third party at a rate less than the Prevailing Exchange Rate or the agreed fixed rate, then unless the Parties agreed to the contrary, the difference shall be incentive for ADIB under the agency. The Customer agrees that if the Customer authorizes a transaction to be as current dated after the cut-off times, the transaction execution may take place the next Business Day and the Customer authorizes ADIB to convert the currency at the time of the transaction execution as per the then Prevailing Exchange Rate or the agreed fixed rate. The Customer agrees that the transaction may fall in queue due to bank's compliance policy or regulatory requirements or issues or any administration related checks and once it is cleared, ADIB may proceed with the transaction and hence the Prevailing Exchange Rate at the time of the transaction or the agreed fixed rate will be utilized.

a. **Single Debit Multiple Credit (SDMC) Transactions:** In cases of transactions involving single debit on the Account with multiple credits to different beneficiaries, ADIB will purchase the required foreign currency (ies) in conformity with clause 23 (a) (Currency Exchange (FX)) and pay the relevant amounts to respective beneficiaries. However, if due to any mandatory reasons such as regulatory, administrative or exchange controls or resections, payment to any of the beneficiaries is rejected, ADIB will convert the relevant amount to the currency of the Account as per the available Prevailing Exchange Rate of ADIB for the required currency at the time of the conversion and credit back the amount to the Account accordingly.

ADIB CONNECT

24. Specific Terms for Host to Host.

24.1. For the purpose of clarity hereof, ADIB Connect is branded trademark created and owned by ADIB which shall mean the Cash Management Services as contained in this Section (ADIB Connect) under this Clause 28 and in order for the Customer to use, the Customer shall have access to the H2H E-Channel however, the Customer must provide all necessary information for ADIB or ADIB's service provider to configure and set-up the H2H E-Channel and prepare and configure the required hardware and/or the Customer's local network (in accordance with the requirements as set out in the relevant user guides and provide any other network, electrical and other connections, fittings and facilities and resources as ADIB or ADIB's service provider require and comply with any reasonable instructions related thereto.

24.2. ADIB shall not be liable or responsible for any acknowledgement(s) forwarded by ADIB advising that ADIB has received a Customer Instruction from the Customer via the H2H E-Channel and for any acknowledgement(s) for which no Customer Instructions were sent or for any error, inaccuracy or incompleteness thereof.

24.3. ADIB requires the Customer to have its own internal security procedures in place to protect access to the H2H E-Channel and E-Channel Services. The Customer must keep username and password secure and secret at all times and ensure that no unauthorized use is made or attempted on these credentials and must monitor the security of its systems and access to and use of the H2H E-Channel in the manner reasonably expected.

25. Swift For Corporate

25.1. Subject to the terms hereof, the provision of the SWIFT Services shall comprise of the following activities on the Customer's own account as follows:

25.1.1. the sending of SWIFT Messages by ADIB to the SWIFT network for onward transmission to the Customer, including the provision of Information by ADIB through those SWIFT Messages;

25.1.2. the receipt by ADIB of SWIFT Messages from the Customer, including the receipt of payment Instructions from the Customer in those SWIFT Messages and ADIB processing those SWIFT Messages (including payment Instructions).

25.2. for greater clarity, the SWIFT Services shall not include any of the following:

- a) the set-up and provision of SWIFT membership, joining the SWIFT network or schemes, SWIFT network security, the provision of the SWIFT Messaging Services or the facilities necessary to access and use them;
- b) The use of SCORE by the Customer to exchange SWIFT Messages with persons other than ADIB;
- c) the exchange of SWIFT Messages between the Customer and ADIB under any other service which shall not constitute Swift Services that is the subject matter of this Agreement; or
- d) The setup or maintenance of the link between the Customer and the Nominated Swift Registered Member and any other matter or thing this not expressly contained herein.

25.3. The Bank will use reasonable efforts to supply the SWIFT Services by: (i) processing SWIFT Messages (including SWIFT Messages which contain payment Instructions) received from the Customer, through one of the available network and schemes; and (ii) providing Information to the Customer in relation thereto. The Customer shall provide ADIB with all necessary details related hereto including the following:

- a) The type of the scheme that shall be used to enable the provision of the SWIFT Services;
- b) The SWIFT Messaging Services that shall be used to transmit SWIFT Messages under the Swift Services;
- c) The SWIFT Message types that shall be used under the SWIFT Services, including the types of payment Instruction that the Customer may transmit;
- d) The type of Information that shall be provided by ADIB under the SWIFT Services; and
- e) The bank account(s) maintained by the Customer and/or, where applicable, a Third Party, which are to be used in connection with the SWIFT Services.

25.4 ADIB shall not be obliged to provide the SWIFT Service unless and until each of the following conditions have been satisfied:

- a) The Customer is a SWIFT Registered Member, and;
- b) The completion of any documentation or applications by the Customer in accordance with ADIB's requirements.
- c) Any other requirement or condition required by ADIB.

25.5 Obligations of the Customer

a) The Customer shall at its own cost access the SWIFT Service using its own equipment. The Customer shall at all times be and remain responsible for ensuring that such equipment is compatible with the relevant requirements for access to and use thereof.

b) The Customer shall at all times have in place, and regularly and thoroughly review and test, the appropriate technical platform, software and capabilities necessary for the Customer to access and use the SWIFT Messaging Services and the SWIFT Service.

c) The Customer shall, comply with the SWIFT Agreement, the SWIFT Documentation, related user guides and all other Instructions and recommendations provided by SWIFT, and reasonable Instructions and recommendations provided by ADIB to the Customer from time to time in relation to the use of the SWIFT Messaging Services and the SWIFT Service.

d) The Customer shall promptly provide ADIB with such Information as it reasonably requests to assist ADIB in the performance of its obligations under these Terms and Conditions and any SWIFT Agreement.

e) The Customer shall not:

- i. use the SWIFT Service in a way or for a purpose not duly authorized;
- ii. Use the SWIFT Service in contravention of any applicable law or regulation within or outside the Republic of Iraq or any rules, standards or guidelines issued by SWIFT;
- iii. Use any software or other tool or take or permit any third party to take any action which may compromise the security and control of access to the SWIFT Service by the Customer;
- iv. Use the Service other than for the Customer's business purposes;
- v. permit any third party to use the SWIFT Service or seek to gain or permit any third party to gain unauthorized access to any system or network of ADIB or its agents or sub-contractors; or
- vi. Transmit or upload any material that contains viruses, or any other harmful programs which may interfere with or disrupt the SWIFT Service or any network connected thereto.

25.6 As soon as is reasonably practicable, the Customer shall notify ADIB of (i) any failure of any part of the SWIFT Service; (ii) any error in any part of the SWIFT Service; (iii) any error affecting any data accessible through the SWIFT Service; or (v) any programming error or defect or corruption of any part of the SWIFT Service. Thereafter, the Customer shall promptly assist ADIB in implementing any necessary remedial steps.

25.7 Access to SWIFT Service

Notwithstanding any terms to the contrary, ADIB reserves the right at any time to suspend the SWIFT Service or access thereto for such period or periods as it considers reasonably appropriate by notice to the Customer if: (a) suspension is necessary for the purpose of (routine or emergency) maintenance or enhancement thereof; (b) for technical reasons, provision of the SWIFT Service is beyond its control; (c) there are reasonable grounds to suspect a compromise of security or any unauthorized or fraudulent use of the SWIFT Service; or (d) if the Customer breaches any of its obligations hereunder. Unless to do so would compromise reasonable security measures or is otherwise unlawful, in any case where ADIB suspends the SWIFT Service or access thereto under this Agreement it shall give its reasons therefore in its notice to the Customer. If ADIB is unable to give the Customer prior notices in respect of any of the foregoing it will do so as soon as practicable thereafter. When the reasons for suspension have ceased to prevail, ADIB shall notify the Customer that the supply of the SWIFT Service has been resumed and shall take such other action as is appropriate in pursuance thereof.

25.8 Customer's Transactions and Instructions

a) ADIB shall have no responsibility or liability for any loss to the Customer where the Customer submits (or purports to submit) a SWIFT Message through the SWIFT network but such SWIFT Message is not successfully received by ADIB.

b) The Customer provides data, information, Customer Instructions and SWIFT Messages at the Customer's own risk. The Customer shall ensure that all data transmitted to ADIB for or in connection with the SWIFT Service is correct and shall immediately inform ADIB of any errors, discrepancies or omissions.

c) All information and data provided to the Customer by ADIB or by any third party operator appointed by ADIB must be checked by the Customer immediately on receipt. If any such Information or data is incorrect or omits anything it should include, the Customer should inform the Customer's relationship manager immediately.

d) The Customer shall be responsible for the content, accuracy and completeness of all Customer Instructions included in any SWIFT Message issued by it through the SWIFT Service. The Customer shall indemnify ADIB against any claims for any actual damages, costs and expenses which may be incurred or sustained by ADIB arising out of compliance therewith, including any actions, claims, demands, costs and expenses arising out of any claim or allegation that material comprised in the Customer Instructions or otherwise provided by the Customer infringes any applicable laws, regulations or third party rights including intellectual property rights.

e) Receipt by ADIB of any Customer Instruction or SWIFT Message issued or purporting to be issued by the Customer will constitute full and unconditional authority to ADIB to carry out or act upon that Customer Instruction or SWIFT Message (including, in the case of a payment Instruction, debiting the Account specified in that Customer Instruction), and ADIB shall not be bound to enquire as to the authenticity of any such Customer Instruction or SWIFT Message unless ADIB has received prior, express and proper notification from the Customer stating otherwise.

f) ADIB may decline to act or delay acting on any Customer Instruction where it is reasonable to do so, even if ADIB has informed the Customer that it will in general accept that type of Instruction. For example, ADIB may do this if:

i. the Customer is in breach of these Terms and Conditions or any applicable law or ADIB reasonably suspects that the Customer is in breach of these Terms and Conditions or any applicable law;

ii. there are insufficient funds in the account specified in the Customer Instruction;

iii. no account is specified in the Customer Instruction;

iv. the type of account specified in the Customer Instruction is unsuitable for the Customer Instruction;

v. the SWIFT Message containing the Customer Instruction does not meet the requirements of the SWIFT Documentation or otherwise appears not to have been prepared or sent in accordance with these Terms and Conditions;

vi. ADIB reasonably suspects that the SWIFT Message containing the Customer Instruction may not: (A) fully and accurately reflect an advice, request, Instruction or communication that the Customer intended to give to ADIB; or (B) have been given in accordance with the Customer's authorization procedures;

vii. ADIB has reasonable grounds to suspect fraudulent activity on the part of the Customer () or any of the Third Parties; or

viii. for any other reasonable reason as ADIB shall, acting reasonably, in its discretion decide.

25.9 If ADIB elects to treat a Customer Instruction as ineffective, ADIB shall promptly notify the Customer in the manner agreed between the Customer and ADIB from time to time, giving its reasons therefore and (if appropriate) the procedure for rectifying any errors.

25.10 If ADIB has acted upon a Customer Instruction but the Customer Instruction is subsequently found to have been incorrect, ADIB shall not be liable for any loss, damage or expense whatsoever incurred as a consequence thereof. The Customer shall fully indemnify ADIB against all actual losses, costs, claims, damages and expenses which may be sustained or incurred by ADIB as a result of incorrect information or Customer Instructions received from the Customer provided that ADIB is notified promptly of any incorrect Customer Instruction.

25.11 In the event that the Customer considers that an account has been wrongly debited by ADIB as a result of an unauthorized payment instruction, the Customer shall notify ADIB in writing as soon as practicable thereafter (and in any event within and not later than seven (7) Business Days).

25.12 ADIB shall have no liability to the Customer or any third party in respect of any unauthorized transaction due to an error on the part of the Customer, including where the Customer (or any of their employees or agents or third party contractors) has acted fraudulently or has otherwise failed to comply with these Terms and Conditions, either deliberately or with negligence. In such circumstances, the Customer shall indemnify ADIB in respect of any actual loss, costs, claims, charges or expenses which it may actually incur or that may be raised against it as a result of processing such unauthorized transaction.

25.13 Notwithstanding anything to the contrary in these Terms and Conditions, express or implied, ADIB may decide not to carry out Customer Instructions or delay the carrying out of Customer Instructions if ADIB in its absolute discretion considers that to do so will assist it to comply with applicable money laundering laws or regulations or economic or trade sanctions or embargoes (in which case ADIB may not be able to inform the Customer of the reasons for its decision) or if it reasonably believes that by following such Customer Instructions it would infringe any applicable law or regulation. ADIB will not be liable to the Customer for any loss, damage or expense thereby incurred or sustained.

ADIB LIQUIDITY

26 Liquidity Management (Sweeps)

26.1 For the purpose of clarity hereof, ADIB Liquidity is branded trademark created and owned by ADIB which means liquidity management sweep services as part of the Cash Management Services under this Clause 25.20 (Liquidity Management) which, can be accessed through ADIB's ADIB-Direct whereby the Customer can regularly issue Customer Instructions related to sweeping whereby funds are moved from certain account (s) to other accounts and conduct debit and credit transactions between certain accounts based on the parameters and setup as chosen by the Customer and made available by ADIB through E – Channel(s) subject to these Terms and Conditions and any related requirements by ADIB, hereinafter referred to as (the "Liquidity Management Service").

26.2 The Customer shall ensure that its personnel act in good faith at all times when using this Liquidity Management Service and not misuse or abuse it.

26.3 The Customer shall be responsible for the accuracy and completeness of its instructions and safeguarding the security and integrity of this Liquidity Management Service by ensuring that only Authorized Users have access to it and that Authorized Users' security credentials and Security Token Devices are safeguarded at all times.

26.4 The Customer may, at any time, in writing request ADIB to add or remove any account including any accounts of participant applicants subject to such account being authorized participant account by all relevant parties.

26.5 The Customer is responsible to ensure that sufficient balances are available in the participant accounts to abide by the different sweeping parameters setup for the participant accounts.

26.6 If and when cross-currency sweeps are available for use, the Customer acknowledges and understands that it is solely responsible for any currency fluctuation or exposure as a result of such sweeps and that the currency conversion shall be subject to the clause "Currency Exchange (FX)" above.

26.7 The Customer shall be responsible as prime obligor for any debit balance, and any fees, commissions, Tax or other charges related thereto as a result of any sweeping instructions.

26.8 ADIB is not obligated to deem any debit or credit transaction on a participant account to be made before such debit or credit has in fact been successfully completed in a participant account. In the case of sweeping structures with participant accounts in more than one currency, the base currency used for the calculation of final balance shall be IQD unless otherwise agreed by ADIB. The conversion of any participant account balances into the base currency equivalent shall be at Prevailing Exchange Rate or a fixed rate of exchange agreed by ADIB with the Customer.

29.9 The Customer is responsible to ensure that it does not set up or give sweep instructions on accounts over which it does not have the authority to do so.

30 The Customer is responsible to ensure that it does not set up or give sweep instructions for facilitating any activity prohibited by Islamic Shari'a such as interest based lending or borrowing or paying any amounts in the nature of interest.

30.1 The Customer undertakes not to use the Liquidity Management Service:

- a. in a way or for a purpose not authorized or intended by ADIB.
- b. in contravention of any applicable law or regulation.
- c. for a purpose other than for the Customer's business purposes;
- d. nor permit any third party to use it or seek to gain or permit any third party to gain unauthorized access to any system or network of ADIB.
- e. Transmit or upload any material that contains viruses, Trojan horses, worms, time bombs or any other harmful programs which may interfere with or disrupt the Liquidity Management Service or any network connected thereto.

30.2 The terms and conditions under the Banking Service Agreement shall apply in absence of any express provisions contained herein.