

TERMS AND CONDITIONS

Where the account is opened by more than one person "I", "Me" or "My" shall read as "We", "Us" or "Our". The Terms and Conditions shall bind each one individually or any one or more or all of them collectively and all agreements, obligations and liabilities of the joint customers are joint and several.

1. BANK ACCOUNTS

- 1.1 I authorize the Bank to act on signed instructions or documents drawn or accepted in accordance with the signing instructions given in the account opening form until such time as I shall give the Bank written notice to the contrary. For making payments of cheques, bills of exchange, promissory notes, standing orders, direct debits, issue of drafts, mail and telegraphic transfers, purchases and sales of securities and foreign currency and other instructions regarding such account(s) including for the closure of such account(s).
- 1.2 I understand that any funds received by the Bank on my behalf are to be credited to the relevant accounts unless the Bank receives written instructions from me to contrary.
- 1.3 I understand that the Bank acts only as my collecting agent and assumes no responsibility for the realization of any items deposited with the Bank for collection. Proceeds of cheques or other instrument deposited are not available for withdrawal until collected by the Bank. The Bank reserves the right to debit any account that may have been exceptionally credited with an item subsequently unpaid on collection. The Bank may refuse to accept for collection cheques drawn in favour of Third parties or if the Payee's Name is not identical to my name on the Bank's record. The Bank will not accept for credit to the Account any cheque or draft in favour of a Third Party crossed or denoted "A/c Payee" (or any words of similar effect). Any cancellation of any crossing or denoting above shall be null and void.
- 1.4 The Bank may also, in its absolute discretion, issue me with a Cheque Book. If a Cheque Book is issued, I undertake to be responsible for its safe custody at all times and I will immediately notify the Bank if this or, any of the cheques contained therein: is lost or stolen. I understand that the Bank may, in its absolute discretion, accept from me any stop cheque instruction (either orally or in writing) in cases where I have lost the relevant cheque or, in other circumstances in which it shall be allowed by law and agreed by the Bank. Should the Bank accept any instructions from me or from some other person purporting to be me, I hereby undertake to indemnify the Bank against any loss, damages, costs (including and legal costs) or demands incurred by it as a result of, or in connection therewith.
- 1.5 The Bank at its absolute discretion may return any cheque(s) issued by me against insufficient balances in my account. I understand that sufficient balance(s) must be maintained against any cheque issued by me as per Article 1 of Qatar Central Bank Circular 19/94 dated 08/09/1994 and any amendment thereof.
- 1.6 And I hereby declare my awareness of the legal consequences arising out of issuing Cheque(s) drawn on accounts with insufficient funds.
- 1.7 I will be liable for any overdraft or other facilities arising in connection with any of the above account(s) and I hereby authorize the Bank to debit any such account(s) with all or any interest (including compound interest), commission and other banking charges, cost and expenses, (including any Legal costs) incurred in connection therewith at such rates as may be determined by the Bank from time to time in its absolute discretion. I will also pay to the Bank any such amounts in the manner and at such times, as may be required by the Bank in its absolute discretion.
Any and all amounts credited to the above account(s) while any other overdraft or any other banking facilities in connection therewith is current shall firstly be applied by the Bank to reduce any interest (including compounding interest), payable until the interest is paid in full. Then and only then shall any such amounts so credited be applied to reduce the principal amount or any such overdraft or any other banking facilities.
- 1.8 The Bank shall always be entitled without notice to me to levy or impose all customary banking and other charges and expenses in respect of any of the above account(s) or in respect of any other banking facilities provided to me by the Bank and to debit the relevant account(s) in accordance with the Bank's normal banking procedures. Such charges are not refundable upon termination of any or all of my account(s).
- 1.9 I authorize the Bank to accept for safe keeping collection or, for any other purpose, any securities or other property deposited with the

Bank or received from me and to release or deliver or give up any of these against my written instructions.

- 1.10 I understand that any deposits or withdrawals in respect of any of the above accounts may be made at any of the Bank's Branches in Qatar subject to, the production of evidence of identification satisfactory to the Bank and to payment of any customary charges that may be levied by the Bank from time to time for this.
The rate of any interest payable on any account may be displayed by the Bank at its various branches in Qatar and further, I accept that this may be subject to change without notice to me. Interest on any account will be accrued, in arrears from day to day or, as otherwise determined by the Bank (in its absolute discretion) and be credited by the Bank to the relevant account(s).
 - 1.11 The Bank may, at its sole discretion, allow pre-mature withdrawal of fixed deposits. I accept that all such pre-mature withdrawals will be subject to levy of penalties and charges, as the Bank may determine and that these may be subject to change without notice to me.
I appreciate that there can be risks associated with any account(s) denominated in foreign currency. Accordingly, I accept that I am solely responsible for all such risks and any costs and expenses howsoever arising (including without limitation, those arising from any international or domestic legal or regulatory restriction(s) in respect of any such account(s)). Withdrawals or dealings of any such account(s) are also subject to the relevant currency being available at the Bank's relevant Branch. Conversion from one currency to another shall be at the rate of exchange as determined by the Bank (In its absolute discretion) from time to time.
 - 1.12 I understand that the Bank will send or deliver to me a statement of account(s) at least once a year (save in respect of any account that has, in the sole opinion of the Bank, been inactive for a period of one year or more, such statement of accounts will be sent or delivered by the Bank annually) or in each case at such intervals may be agreed between the Bank and me from time to time and I agree that I am solely responsible for promptly examining entries thereon and that I must give the Bank written notice (notwithstanding the provision of paragraph 4) within 14 days of the date of the relevant statement of any discrepancy that I believe exist between any such statement and my own records. In the absence of any such notice from me, I shall be deemed to have agreed and certified conclusively (for all purposes) the correctness of the relevant statement of the account.
 - 1.13 I authorize the Bank to respond, if it shall so choose, to any and all enquiries received from any other bankers concerning the above accounts without reference to me. For the avoidance of doubt any such response may include a Bank reference.
 - 1.14 I understand that I may close any of the above accounts by giving prior written notice to the Bank. The Bank may, however, either, at its own instance or, at the instance of any court or administrative order, or otherwise close, freeze or suspend dealing on any of the above accounts without prior notice to me or, without being liable for any breach of any duty it may owe to me.
 - 1.15 In relation to any dealings in respect to any of the above accounts, the Bank shall not be liable for any loss resulting from my death, incapacity or bankruptcy (or any other analogous event or proceeding) unless and until the Bank has received written notice of any such event together with such documentary evidence as the Bank may require. Further, the Bank shall not be liable to me for any loss, damage or delay attributable in whole in part to the action of any government or government agency or any other event outside the Bank's control (including without limitation, strikes, industrial action, equipment failure or interruption of power supplies) provided that the Bank shall in each case endeavor to give notice generally to its customer of any anticipated delays due to any of the above events by notice in its branches or otherwise.
- ### 2. INACTIVE, DORMANT AND UNCLAIMED ACCOUNTS
- 2.1 I hereby acknowledge that in accordance with Qatar Central Bank instructions, as amended from time to time, all my deposit accounts which do not involve any actual debit/credit transaction for the periods of time specified hereunder will be considered and placed under supervision:-
 - One (1) year for Current Accounts;
 - Two (2) years for Savings Accounts; and
 - Five (5) years for Time Deposit and Call Accounts.

The above accounts will be considered unclaimed if remained dormant for a total period of ten (10) years starting from the date at which the last transaction has been made, including investments which have matured and remained unclaimed.

2.2 I also acknowledge that the Bank will be entitled to settle any debit outstanding balances and then transfer all the remaining funds in my account to the account of the General Authority for Minor Affairs at Qatar Islamic Bank.

3. MINOR ACCOUNTS

3.1 I hereby acknowledge that pursuant to the effective laws in the State of Qatar and regulations of Qatar Central Bank Minor Accounts shall be opened and operated by the guardian of the minor only until such times the minor reaches eighteen (18) years of age (the "Maturity Age") at which point the guardian will no longer be allowed to operate the account which will be suspended until fresh account opening documents have been provided.

4. PERSONAL ACCOUNTS NOT TO BE USED FOR COMMERCIAL PURPOSES

4.1 I hereby acknowledge that I will not use my Personal Account for Commercial Purposes. In the event my Personal Account has been used for Commercial Purposes directly or indirectly, the Bank shall have the right to take the necessary action(s) in accordance with Qatar Central Bank Circular number 225/2007 and its amendments towards closing my Account.

5. AUTOMATED TELLER MACHINE (ATM) AND DEBIT CARD (the "CARD")

5.1 The Card is issued to me at the discretion of the Bank and will at all the times remain the property of the Bank. I will surrender the Card upon closure of the Account(s) or upon demand by the Bank at any time.

5.2 I will keep the Personal Identification Number (PIN) confidential at all times. Any use of the Card or PIN shall be deemed to be made by me. I will immediately notify the Bank in the event of loss or theft of the Card or any unauthorized acquisition of the PIN. I will remain responsible for all card transactions, effected by use of the Card, card number and PIN through Automated Teller machine (ATM), POS (Point of Sales) or any other source until such times as the Bank confirms that it has received notice of loss or theft from me.

5.3 The Bank's record of all Card transactions shall be conclusive and binding on me. The amount stated on any ATM screen or printed receipt or slip shall be subject to verification by the Bank.

5.4 I will indemnify the Bank and keep it indemnified for any loss, damage costs (including legal costs) claims or demands arising in connection with the use, loss or theft of any ATM Card issued to me or, resulting from any mechanical defect in or malfunction of, or insufficiency of funds in the ATM.

5.5 I understand that for the protection of customers and the Bank, all deposit envelopes will be opened in the presence of two Bank staff members. I also understand that cash deposited will be credited to the account by the next working day, that cheques deposited will be sent to clearing by the next working day and my account will be credited subject to realization. I further understand that instructions will be acted upon by the next working day. All deposits are accepted subject to verification by the Bank. The Bank's verification will be considered correct and will be deemed to be the amount deposited to me.

In view of mechanical card defects, the Bank may issue/replace my card in the absence of my written instructions as may deem necessary.

5.6 Without prejudice to any of the clauses in these Terms and Conditions, the Bank shall debit my account with the amount of any withdrawal/transfer, payment of telephone, water, electricity, bills/payments for goods and services at Point of Sales (POS) terminals and all such payments as affected by the use of Debit card within Qatar, Gulf Cooperation Countries or globally, along with the related bank charges.

5.7 The Bank reserves the right to limit the maximum/minimum amount which may be transacted each day by the use of the Debit Card and any such limits would also be subject to the availability of balance in my account. Similarly, I understood that the daily minimum/maximum transaction limits apply to all ATM's and may vary between different ATM's belonging to different Banks/networks/locations and the transactions made by use of a Card may be limited to minimum and maximum amounts in any specified period and to multiples of any amount as may be prescribed. The Bank will not be responsible for any loss or inconvenience that I may suffer due to the lack of uniformity in these limits, for transactions through different ATM's/networks/locations.

6. BANKING INSTRUCTIONS BY TELEX/FACSIMILE

6.1 Unless I instruct you in writing to the contrary (notwithstanding the provisions of paragraph 4) the Bank is authorized, but not obliged, to act on my banking instructions (including any instructions required by or given by me, in relation to these Terms & Conditions unless these Terms & Conditions otherwise expressly state to the contrary) transmitted through a telex or facsimile machine.

6.2 I shall release the Bank from and indemnify and hold the Bank harmless from and against all actions, suits proceedings, costs, claims, demands, charges, expenses, losses and liabilities however arising in consequences of, or in any way related to; the Bank having acted in good faith in accordance with my written facsimiles or telex instruction(s) notwithstanding that such instruction(s) as above may have been initiated or transmitted in error or fraudulently altered misunderstood or distorted in the lines of communication or transmission and my failure to forward all original copies of facsimile instruction(s) to the Bank within such period as the Bank may specify.

7. BANKING INSTRUCTIONS BY PHONE

7.1 I authorize the Bank in (its absolute discretion) to follow/act on my oral or touch tone instructions (including any instructions required by or, given by me, in relation to those Terms & Conditions unless these Terms & Conditions otherwise expressly state to the contrary.

7.2 I shall not reveal my Telephone Identification Number (TIN) to anyone. My oral instruction(s) identified by my correct bank Account Number and TIN shall be deemed to be proper. Accordingly, the Bank shall be entitled to rely on any such instructions. Should the Bank accept any such instruction from me, or from some other person purporting to be me I hereby agree to indemnify the Bank against any loss, damages, costs (including legal costs) or demands incurred by the Bank as a result of or in connection therewith. The Bank may in its absolute discretion require that written confirmation of my oral instruction(s) be received by it in such form and within such period as the bank may specify.

8. FOREIGN CURRENCY RISK DISCLOSURE

8.1 I hereby declare that I am fully aware of the risks of loss involved and that I will no way hold the Bank responsible for any loss which I may incur in connection therewith.

9. JOINT ACCOUNTS

9.1 All deposits made in Joint Account shall be deemed to be owned equally by me unless otherwise stipulated on the Account Opening Form. Persons authorized to operate joint account will be entitled to deposit and withdraw convertible currencies cheques, payment orders, drafts or other negotiable instruments. Such authorized persons will also have the right to draw, endorse and negotiate cheques, drafts or other negotiable instruments in favour of the bank in their capacity as authorized representatives.

9.2 We shall be fully liable in settling in full and to the satisfaction of the Bank, all dues or claims that may arise or any commitments, present or future by the action of those operating the account or for any reason causing the account to have been overdrawn.

9.3 We undertake to inform the Bank promptly in the event one of us dies, becoming incapacitated for any reasons whatsoever or becoming incompetent such that it would affect the normal operation of the account.

9.4 In the event of levying an attachment on the balance of us, such attachment shall be applied to the share of the person seized on the balance of the relevant account with effect from the day of notifying the Bank to the said attachment. The Bank shall seize withdrawal from us of any amount equivalent to the attached share, and consequently notify us within five days.

9.5 We authorize the Bank to exercise its right to set-off on their respective share.

9.6 In the event of death of one of us or the loss of our legal capacity, the other account holder(s) shall notify the Bank of such cases together with their intention to continue the joint account within a period not exceeding ten days from the death or loss of the legal capacity. The Bank shall then suspend withdrawal from the Joint Account until a successor is legally appointed.

10. BANKING FACILITIES

10.1 A facility may be made available for utilization by me based on the Bank's absolute discretion until such times as the Bank shall demand repayment. The Bank however reserves the right to review the

facility on any dates as it may notify me. In the case where the Facility is a loan, pending such demand or repayment by the Bank, any such facility shall be repayable by the Customer (without set-off or deduction) in the amounts and at all times set out in this application form provided that in the case of any amount due on a day other than the business day, such amount shall be due on the immediately preceding business day. If any deduction or withholding shall be required by law, the relevant payments will be increased by me to ensure that, after making the relevant deduction or withholding the Bank receives the net amount it would have received but for such deduction or withholding.

10.2 Interest on the facility shall accrue on the basis of a 360 day (365 days in the case where the facility is a loan) year on the daily outstanding balance of my account debited by the bank in respect of my utilization of the facility at the Bank's prevailing Lending rates. I accept that such lending rates are subject to fluctuation without notice. Interest (including any interest for late payment) shall be charged to my account on the last business day of each month. If I fail to pay to the bank any amounts due in respect of the Facility on the due date, then I shall pay the bank interest for late payment, at the rate of the Bank's then prevailing rates applicable for unarranged overdrafts, on all sums due.

10.3 All payments required to be made in respect of the Facility shall be made by me on their respective due dates and I hereby irrevocably authorize the Bank to debit any of my accounts with all amounts owing in respect of the Facility including interest (including of the late payment), charges and expenses (together the "Indebtedness") at such times as the same shall become or, be due and payable to make payment in full of such sums to the Bank provided that I shall remain liable and agree to make payment in full of such sums to the Bank provided that I shall remain liable and agree to make payment in full of all such sums to the Bank to the extent that the aggregate amount available in such accounts is insufficient on any day in which such amount is due and payable.

10.4 The Bank is authorized in its absolute discretion to open and maintain for the purposes of the Facility in addition to any loan/overdraft account(s), such further account(s) for the purposes of administering and recording payments by me and to combine and consolidate the balance shown on any loan/overdraft account. The combined balance so produce shall truly represent and be a binding statement of my liability (in respect of the facility) to the bank from time to time for all purposes.

If at any time, any provision hereof becomes illegal, invalid or unenforceable in any respect; neither the legality, validity nor enforceability of the remaining provisions shall be affected or impaired hereby.

11 SET-OFF AND CONSOLIDATION RIGHTS

11.1 The Bank may at any time and from time to time without notice combine all or any of my accounts and liabilities with it in Qatar (or elsewhere), whether singly or jointly with any person or set-off all or any monies standing to the credit of such accounts including my deposits with the bank (whether matured or not) towards satisfaction of any of my liabilities to the Bank in Qatar (or elsewhere), whether as principal or surety, actual or contingent, primary or collateral, singly or jointly with any other person, and the Bank may effect any necessary currency conversions at the Bank's own rate of exchange then prevailing.

12. MONEY LAUNDERING GUIDELINES

12.1 I agree that the Bank is required, to act in accordance and in compliance with Qatar Central Bank guidelines, instructions and/or regulations relating to money laundering prevention and terrorism financing. The Bank may take an action which in its sole and absolute discretion deemed appropriate in accordance with such regulations. Such action may include, without limitation, interception, reporting and investigation of any payment messages and other information or instructions sent to or on my behalf via the Bank's systems. I also agree that the Bank is authorized to place in a reserve - account all monies transferred to my account in the event that there is a suspicion that such transaction might involve a money laundering operation.

13. INDEMNITY

13.1 I also agree to fully indemnify the Bank against all costs and expenses (including legal fees) arising in any way in connection with the above accounts, these Terms & Conditions or, in enforcing these

Terms & Conditions and in recovering of any amounts due to the Bank or incurred by the bank in any legal proceedings of whatever nature.

14. WAIVER

14.1 No forbearance, neglect or waiver by the bank in the enforcement of any of these terms & Conditions shall prejudice the Bank's right thereafter to strictly enforce the same. No waiver by the bank shall be effective unless it is in writing.

15. VARIATIONS

15.1 The Bank may amend these Terms & Conditions at any time by not less than fourteen days notice to me specifying the effective date of amendment. If I use any banking facilities after the effective date of amendment, I shall be deemed to have notice of the amendment and to have decided to continue to use the banking facilities upon the revised Terms & Conditions. I further acknowledge that in the event of any changes being communicated to me, the Bank is not obliged to obtain my signature for receipt of such communication.

16. NOTICES

16.1 Save as otherwise provided in these Terms & Conditions, any demand or communication made by the Bank under these Terms & Conditions shall be in writing and made the address given by me (or such other address as I shall notify the Bank from time to time) and, if posted, shall be deemed to have been served on me on the date of posting.

16.2 The Bank may amend, add to, or delete any provision of these Terms and Conditions at its sole discretion, by posting notice of such changes in the banking hall of the Bank's premises in Qatar, or posting notice of such changes near its ATM machines in Qatar, and/or by any other reasonable means of notification of such changes, and I shall be bound by such changes immediately upon such posting or notification. If any such change is unacceptable, I shall promptly discontinue operating the Account(s) and/or utilizing the Service(s) and shall close the Account(s) and/or cancel the Service(s). Continuing with the operation of an Account or utilization of any Service after posting or notification of any such change shall be deemed to be agreement to such change in relation to that Account and/or Service.

17. DISCLOSURE OF INFORMATION

17.1 I hereby consent to the Bank, its officers and agents disclosing information or reporting by the Bank relating to me, my Account(s) and Service(s) and/or dealing relationship(s) with the Bank, including but not limited to details of facilities, any security taken, transactions undertaken and balances and positions with the Bank, to:

- (i) the head office of the Bank, any of its subsidiaries or subsidiaries of its holding company, affiliates, representative and branch offices in any jurisdiction (the "Permitted Parties");
- (ii) the agents and independent contractors of the Permitted Parties who are under a duty of confidentiality to the Permitted Parties;
- (iii) any actual or potential participant or sub-participant in relation to any of the Bank's rights and/or obligations under any agreement between us, or assignee, novatee or transferee (or any agent or adviser of any of the foregoing);
- (iv) any rating agency, insurer or insurance broker of, or direct or indirect provider of credit protection to any Permitted Party;
- (v) any court or tribunal or regulatory, supervisory, governmental or quasi-governmental authority with jurisdiction over the Permitted Parties.

17.2 The Bank shall have the right (but not the obligation) to outsource or sub-contract any part of its business, including its banking and credit card operations to such third party (including without limitation any party outside Qatar) and on such terms as the Bank deems fit in its sole discretion.

Such operations shall include without limitation cheque clearing, creation, maintenance and archiving of documents and records, card production and mailing, and insertion, letter shopping and mailing of security and user identification codes.

18. GOVERNING LAW

18.1 These Terms & Conditions shall be governed by and constructed in accordance with the prevailing civil laws of Qatar and I hereby irrevocably submit to the non-exclusive jurisdiction of the civil courts of Qatar. Such submission shall, however, not prejudice the rights of the Bank to bring proceedings against me in any other jurisdiction.

19. HOLD MAIL SERVICE

19.1 By applying for the Hold Mail Service I acknowledge I am responsible for the contents of the Mail even though I may not have received the Mail. I also indemnify the Bank for any loss it may suffer due to loss as a result of providing this Service to me. I agree that my ignorance of the contents of the Mail being held by the Bank is not, and will not, be a defence to the Bank's claims for all courts of Law whether before or after termination of my account relationship with the Bank.

20. GENERAL

20.1 In addition to these Terms and Conditions, I shall comply with all Terms and Conditions governing any Accounts (including without limitation account types specified in these Terms and Conditions), facilities or Services that may be opened by or provided or made available to me from time to time. In the event of any conflict, the specific terms and conditions governing the Accounts, facilities or Services shall prevail.

20.2 The Bank may from time to time provide information to me its services including but not limited to financial services or banking products available. Such information may be provided face to face or communicated by way of mail, electronic mail, telephone or short messaging service. I hereby agree and permit the Bank, its officers, employees, affiliates, associates, appointed telemarketers to provide such information.

20.3 Words importing the singular shall include the plural and vice versa; words importing any gender shall include all other genders as appropriate.

20.4 These Terms and Conditions are applicable to all Accounts (as defined herein) opened and maintained, and all or any of the Services utilised by me from time to time, whether before, at the time of or after these Terms and Conditions have been made available to me.

20.5 Each provision in these Terms and Conditions shall be read independently and shall not be construed to limit or restrict the effect of any other of these Terms and Conditions.

20.6 The headings in these Terms and Conditions are for ease of reference only and shall not be construed to limit or restrict the effect of any of these Terms and Conditions or to affect the interpretation or construction of any of these Terms and Conditions.

20.7 If any one or more of the provisions contained herein or any part thereof shall be deemed invalid, unlawful or unenforceable in any respect under any applicable law in any jurisdiction, the validity, legality and enforceability of the remaining provisions or part thereof contained herein shall not in any way be affected or impaired and these Terms and Conditions shall be construed as if such invalid, unlawful or unenforceable provision(s) or part thereof had never been contained herein.

20.8 Notwithstanding any other provisions contained herein, in the event that it shall appear to the Bank that it has or shall become unlawful or otherwise prohibited for the Bank to maintain or give effect to any of its obligations herein in any jurisdiction as a result of any applicable law or regulation or regulatory requirement (whether or not having the force of law) or any change therein or judicial decision thereto or the interpretation or administration or application thereof, the Bank shall notify me to that effect and I shall upon receipt of such notification repay the whole of all moneys owing to the Bank.

20.9 The Bank is entitled to waive compliance with any of these Terms and Conditions but such waiver shall not prejudice the Bank's right to enforce compliance with such Terms and Conditions on any other occasion.

21. DEFINITION

21.1 For the purposes of these Terms and conditions, the following words and expressions shall have the meanings set out below:

21.2 The Bank refers to Standard Chartered Bank, a company incorporated in England with limited liability by Royal Charter 1853 and having its principal office at 1, Aldermanbury Square, London EC2V 7SB, England and having its branch office at Abdullah bin Jassim Street Doha, State of Qatar and shall include its successors and assigns.

21.3 Terms and Conditions refers to the standard terms and conditions herein contained as varied, amended, supplemented or modified from time to time.

The Bank may alter these terms & Conditions from time to time without my prior approval, the Bank shall notify me about the amendments within 14 days in compliance with article 15 of these Terms & Conditions.