

# Terms & Conditions For Company Accounts

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## 1. The terms and conditions, operation of the Account

- 1- These Terms and Conditions («these Terms and Conditions») shall apply to and govern every business account including any subsequent account or accounts («the Account») opened by a banking customer («the Customer») with Mashreqbank PSC Kuwait Branch («the Bank») pursuant to an account opening form or in any other acceptable manner and are binding on the Customer and the Bank. The signature by or on behalf of the Customer to the Account opening form shall be deemed to constitute the agreement and acceptance of the Customer to these Terms and Conditions and create a binding agreement between the Customer and the Bank, as these Terms and Conditions are varied from time to time. The signature on the Account opening form shall also be deemed to be a signing by the Customer on all the pages of these Terms and Conditions thus, constituting acknowledgment and acceptance as the provisions of each page of this document. The Customer (s) therefore may not contest the contents hereof on the grounds of lack of initials or signature(s).
- 2- Within forty eight hours of the Account being opened and the Account number being notified to the Customer, the Customer shall fund the Account so that it may be activated by the Bank.
- 3- The Bank will provide branch services for the Account and act on instructions properly issued by the Customer during normal business hours for the banks in the State of Kuwait («business days»). Customers are advised that time limits and deadlines are applied from time to time for the provision of different services and products by the Bank.
- 4- If any service other than that specified in the Account opening terms, conditions and forms is offered by the Bank, a separate form and agreement may be required to activate the service, and accordingly such service will be governed with these Terms and Conditions as supplemented or amended by the terms and conditions specified in the separate agreement. If there is any inconsistency between the terms and conditions, the agreement for the specific service or product shall prevail.
- 5- The Customer (and its principals where applicable) expressly agrees to abide by these Terms and Conditions as amended from time to time by other terms and conditions which may come into effect and undertakes to regularly provide the Bank with:
  - (a) all renewed/updated and other documents and information reasonably required by the Bank or which are material in respect of the Customer, its business, revenues, its legal or regulatory status including the issue of necessary visas, licenses and permits or in relation to any Account or any banking service or banking product, or required by the Bank to keep the relationship regularized and to confirm the ongoing validity of the entity or account holder; and
  - (b) when required by the Bank, all necessary or requisite documents in respect of the Customer's commercial and banking transactions connected to or involving the Account.
- 6- The Bank may at its discretion and at any time replace, amend or supplement these Terms and Conditions by notice in writing to that effect sent to the Customer and in the absence of any written objection by the Customer received by the Bank within fifteen days the Customer shall be deemed to have accepted and agreed to such variation.
- 7- The Bank may at its discretion waive compliance with any of these Terms and Conditions but no such waiver shall prejudice or be construed as a waiver of its rights and benefits otherwise arising under these Terms and Conditions including the right to fully enforce them at a future date.

## 2. Authority and change of Authority

- 1- The Customer shall by notice in writing and in a form acceptable to the Bank appoint a designated person or persons through whom it shall issue all instructions and other communications and otherwise deal with the Bank. The Bank will at its sole discretion accept the authority of the person or persons so designated.
- 2- The Bank may rely on the authority of each person or persons so designated (in a form acceptable to the Bank) by the Customer to issue instructions and communications or otherwise deal with the Bank until the Bank receives written notice or other notice advising to the contrary from the Customer, its board of directors or other authority or representative acceptable to the Bank.
- 3- Any change of authority or mandate will be effective once the Bank has received a valid notification of change and has had reasonable time to register such change of authority or mandate.

## 3. Communications

- 1- Each of the Customer and the Bank will comply with certain agreed security procedures (the " Protocols"), designed to verify and authenticate the communications between them such as instructions, notification, enquiries and advices (each a "Communication").
- 2- When determining the authority or identity of the person issuing a Communication, the Bank need only comply with the Protocols. Errors or omissions made by the Customer in such Communication or the duplication of any Communication is solely the responsibility of the Customer and the Bank shall not have any liability in this regard.
- 3- The Bank may act on a Communication on the basis only of an account number provided notwithstanding that the title of the account may also be provided.
  - 4- The Bank may act on a Communication if it reasonably believes that it contains sufficient information and may in its discretion decide not to act on a Communication where it reasonably doubts its authenticity or compliance with the Protocols. Where the Bank decides not to act on a Communication received, it will immediately notify the Customer of such decision through such means as its disposal including telephone, facsimile, or letter. 5- Where the Customer seeks to withdraw or vary any communication to the Bank, the Bank will make reasonable endeavor to implement such request without any liability for omission or failure to do same.
- 6- The Bank may in its sole and unfettered discretion offer or make available to the Customer banking services by facsimile, email, internet communications, telephone or mobile telephony including SMS and in such case the Customer may be required to enter into a separate agreement with the Bank prior to utilizing such services. The provisions of the separate agreement shall supplement and in the case of inconsistency prevail over these Terms and Conditions. The Customer accepts that such communications carry a risk and that such risk or any losses occurring are solely the responsibility of the Customer. Where the Bank acts on any Customer Communication sent by telephone, telex, facsimile, or by hand, then subject to the Bank's compliance with the Protocols, the Customer will indemnify the Bank against all loss or damage incurred by the Bank in acting on such communication.
- 7- Any notice, instructions or other communication given by the Customer to the Bank shall be given or confirmed in writing and deemed to be validly given or served when acknowledged by an appropriate officer of the Bank. The Customer shall provide originals of all applications and other documents that are, in the sole opinion of the Bank, required or necessary to be provided for any transactions that are initiated by such communications. Where the Bank at its sole discretion and at the request of the Customer, acts on instructions by telephone, facsimile or such instructions shall be immediately confirmed in writing, duly signed by the Customer stating: "CONFIRMATION OF INSTRUCTIONS-DUPLICATION TO BE AVOIDED". The Customer shall remain liable in respect of such instructions or other communications notwithstanding that the Bank does not receive the written confirmation.
- 8- Where the Bank's forms or Bank's stationary are prescribed for particular instructions, communications or procedures the Customer is requested to abide by such set forms or stationary. If the Bank receives instructions or communications from the Customer in forms or stationary other than that prescribed, the Bank may accept the same at its sole discretion and once accepted shall be deemed to have been received in the Bank's forms or stationary as appropriate, subject to these Terms and Conditions, and any other applicable provisions and procedures of the Bank had the prescribed forms been used. In honoring or acting on such instructions or communications the Bank shall not be in any manner liable or accept responsibility for the same.

#### **4. Deposits & Withdrawals**

- 1- The Bank may make any debit to an Account even if this results in or increase a debit balance.
- 2- The Bank shall credit the Customer with sums which may be paid in or transferred for such purpose by the Customer or by any third party for the benefit of the Customer. Proceeds of deposits or credits will generally not be available for withdrawal by the Customer until cleared funds are received by the Bank. 3- Cheques and other instruments drawn to the order of the Customer or to a bearer will be accepted for collection but may not be drawn against unless cleared. The Bank reserves the right to debit the Customer with the value of any returned cheques together with the costs and charges applicable to returned cheques.
- 4- The Bank reserves the sole right to credit an account before the funds have cleared. In such case, it may also reverse any debit or credit thus made if the funds do not clear in the ordinary course of time.
- 5- In the event of any erroneous debit or credit to the Account the Bank reserves the right to unilaterally reverse such entry or otherwise rectify the effects of such entry without any liability for any losses or damages thereby incurred.
- 6- In accepting items for deposit or credit the Bank only acts as the Customer's collecting agent and assumes no responsibility for the realization of the same. The Bank may route and handle items for collection in accordance with its normal practice.
- 7- Withdrawals may only be made by the channels permitted by the Bank from time to time which include but are not limited to cheques, ATM machine facilities, written orders to pay or transfers against cleared funds in the Account or within an agreed overdraft limit.
- 8- In the absence of an overdraft facility or special arrangements with the Bank, the Bank shall not honour any cheques, bills of exchange, promissory notes or other orders for the payment of money issued by the Customer if it creates a debit balance. If such payment instruments are honoured for any reason by the Bank, the Customer shall repay the amount overdrawn together with interest at the Bank's overdraft rate and Bank's prevailing charges on demand. The Bank shall have no responsibility or liability to the Customer in the event that it refuses to honour such payment.
- 9- If the total amount of debits to an account exceeds the available credit, the Bank shall decide which debits it will make and in which order. Any credit extended by reason of permitting the Account to result in a debit balance will be treated as an overdraft and such credit may be cancelled at any time at the Bank's discretion.
- 10- The Bank may at any time cancel any extension of credit. The Customer will transfer to the Bank on closure of an Account and otherwise on demand from the Bank, sufficient immediately available funds to cover any debit balance on an Account or any other extension of credit and any interest, fees and other amounts owed by the Customer to the Bank.

#### **5. Telegraphic Transfers, Demand Drafts and Manager's Cheques**

- 1- The Customer accepts that value for incoming and outgoing payment instruments to him or a third party will be given net of costs, banking charges and fees, taxes and exchange losses.
- 2- The Bank may at its discretion, negotiate the purchase of a payment or collection instrument previously issued by it. Any such transaction will be affected at the buying rate determined by it.
- 3- The Bank may make any currency conversions at its spot rate of exchange for the relevant currencies at the time of conversion.

#### **6. Cheques and Payment Instruments**

- 1- Cheque books will be issued for current accounts and any other eligible accounts at the Bank's discretion and subject to payment of the Bank's current charges. No cheque book will however be issued to the Customer in relation to savings accounts. The Customer will make every reasonable effort to avoid any fraud, theft or misuse or dishonor of cheques and payment instruments and will promptly notify the Bank in writing of any theft or loss of such cheques or payment instruments.
- 2- On closure of the Account the Customer shall promptly return all unused cheques, payment instruments and related materials.
- 3- If cheques(s) issued by the Customer have to be returned unpaid on account of inadequate funds the Bank may close the Account pursuant to the applicable Kuwaiti laws and the instructions of the Central Bank of Kuwait. In such event the Customer will return to the Bank, the cheque books related to the Account. The Customer understands that the Bank may be obliged to report details of accounts with returned cheques to the Central Bank of Kuwait and other relevant authorities.
- 4- Where cheques drawn in favour of the Customer are returned, the Bank may at its option, return such cheque(s) to the Customer through ordinary or registered mail to the last given address of the Customer without any liability for any losses due to postal errors, thefts or otherwise.
- 5- The Customer acknowledges his absolute and irrevocable agreement to comply with the instructions of the Central Bank of Kuwait with respect to closing a cheque account and adding the name to the list of customers whose accounts have been closed due to the return of three cheques in one year for reasons of insufficient funds whether drawn by him or his lawful representatives. The Bank may at its own discretion open a non chequing account for the Customer and transfer the outstanding balance be it in credit or debit to this new account. The Customer will bear all the legal responsibility resulting from issuing cheques on the accounts that are closed due to the return of cheques and shall have no recourse on the Bank for closing the accounts, adding the names to the list of closed accounts or any other steps taken by the Bank.
- 6- Stop payment instruction will not be accepted by the Bank, except in the event of loss or theft of a cheque or bankruptcy of the holder. The acceptance of the stop payment instruction by the Bank shall be at the complete responsibility of the Customer for whatever reason it might be, including legal costs, fees, penalties, etc. In the case of stop payment for loss of a blank cheque or cheque book, the Customer may be required by the Bank to close the Account and open a new Account. Stop payment instruction will only be accepted in writing on the Bank's forms containing conditions for stop payment. The Bank may accept stop payment instructions on a request by letter from the Customer accompanied by a police report provided the Customer subsequently confirms this request by signing the Bank's stop payment form and the Bank shall not be held liable for and shall be indemnified by the Customer against any consequences in the meantime.

#### **7. Loss in Transit**

The Bank shall not be liable for any loss of or damage to any cheques or any other commercial instrument or Bank document while the same is in transit from the Bank to the Customer or from the Customer to the Bank.

#### **8. Statements and Advices**

The Bank shall send to the Customer at monthly or other agreed intervals a statement of Account showing the entries made in the Account since the last statement and specifying the balance in the Account. The Customer will notify the Bank in writing of any incorrect entry in a statement or advice promptly and in any case within thirty (30) days from the date on which the statement or advice is sent to the Customer. If the Bank does not receive an objection in writing to the statement within the specified time period, the Customer shall be deemed to have confirmed the correctness of the Account, manifest errors and omissions excepted.

#### **9. Interest Fees and Other Amounts**

The Bank may charge interest on any debit balance at the rate of interest notified to the Customer. Unless otherwise agreed such fees, rates of interest and charges may be revised from time to time by the Bank on giving seven (7) days prior written notice of such change or changes.

The Bank reserves the right to debit the Customer's Account or accounts without reference to the Customer with all expenses, fees including ledger fees, interest, commissions, taxes, postage and other expenses paid or incurred on behalf of the Customer or arising out of the banking services and facilities provided to the Customer and in respect of any dealing between the Bank and the Customer, including any legal and other costs incurred in taking and realizing any security. The charges for the banking services and facilities shall be based on the charges or tariffs of the Bank prevailing or otherwise in force from time to time, unless otherwise agreed.

## 10- Internet Banking

Where the Bank at its discretion offers and the Customer accepts the options of banking with the Bank through the internet, the Customer acknowledges that whilst every reasonable effort will be made by the Bank to make such banking secure and accurate, electronic transmission can be intercepted, corrupted or fail to be delivered and accordingly the Bank is unable to accept responsibility for the use of internet banking services. The Customer therefore accepts the sole responsibility for the risks and any consequences in terms of costs, claims and ineffectiveness thereby incurred. The Bank and the Customer acknowledge that internet banking in respect of the Account will unless the Bank otherwise decides require a separate agreement, as well as separate mandates and specific operational instructions for the Kuwait branch banking and the internet banking. Any change in mandates or operational instructions will therefore require instructions to both the Kuwait branch and internet banking centre before they can be effective. The terms of any separate agreement for internet banking services shall apply in addition to these Terms and Conditions and prevail in the event of inconsistency.

## 11- Discharge of the Bank's Obligations

- 1- The Bank will make every effort to comply with and exceed the performance standards and practices established by the reputable banks in Kuwait and discharge its obligations diligently and efficiently with customer satisfaction being the paramount objective. In so doing the Bank may use the methods, systems, equipment software, banking intermediaries, network relationships and programmers it deems to be the most suited and optimum for its purposes and customer satisfaction objective. The Bank's performance at any time will therefore be dependent on such supporting systems, equipment and arrangements particularly in respect of reimbursement, documentary collection and letter of credit related services and governed by international banking standards, guidelines and procedures set by global standards bodies such as the International Chamber of Commerce.
- 2- No claim may at any time be made nor shall either party have any liability for any indirect, incidental or consequential loss or damages (including loss of profit), even if advised of or being aware of the possibility of such loss or damages.
- 3- Payments in respect of an account, letter of credit or confirmation shall be made in the currency in which that account, letter of credit or confirmation is denominated. The rights and obligations of the Bank and the Customer in respect of any account, letter of credit or confirmation shall be governed by the laws and regulations of the country or territory in which the account is held or such letter of credit or confirmation is issued and will be enforceable only against the branch, subsidiary or affiliate of the Bank where the account is held or such letter of credit or confirmation is issued.
- 4- Where the Bank opens or confirms a letter of credit at the request of or for the Customer, the Customer's obligation to pay arises on substantially conforming documents.
- 5- Force majeure event for the purposes of these Terms and Conditions shall mean any event due to any cause beyond the reasonable control of the relevant party, such as restrictions on convertibility or transferability, requisitions, involuntary transfers, unavailability of any banking arrangements or system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government. Where the Bank or its performance is prevented, hindered or delayed by a force majeure event; its obligations will be suspended for as long as the force majeure event continues.
- 6- Should the performance by the Bank or the Customer of any or its obligations with respect to any account or banking activity result in the breach of any law, regulation or other lawful requirement of any relevant governmental or other authority then such party shall be entitled to decline to discharge such obligation without any liability for such non-performance.

## 12. Addresses and Receipt of Communications

- 1- For the purposes of any dealings with the Customer, the Bank shall rely on the address stipulated in the Account opening form or the most recent statements for the relevant Account, unless a change is validly and effectively communicated to the Bank. Any change in the address shall be notified by the Customer to the Bank in writing. The Bank shall give effect to the revised address once such notification has actually been received and the Bank's records updated accordingly. In the event of failure to notify the Bank of any change of address the Bank shall incur no responsibility or liability for any losses resulting.
- 2- Any communication which may be addressed to the Customer at such address shall be deemed to have been received by the Customer four days after the date of mailing the same. When such communication is sent by facsimile to a facsimile number given by the Customer to the Bank for that purpose in the Account opening form or by a subsequent valid update or notification, the communication shall be deemed to have been received immediately after completion of transmission regardless of when and if it was actually received.
- 3- The Bank shall not incur any liability or responsibility for any delays or loss of any mail sent to the Customer at the address provided.
- 4- Written notices by the Customer shall be effective if delivered to the Bank's address on the most recent statement for the relevant Account (or at any other address it may provide by written notice for this purpose).
- 5- Notices shall be in English unless otherwise agreed.

## 13. Customer Information

- a- Whilst every effort will be made by the Bank to treat Customer information as highly confidential, the Customer acknowledges and agrees to the Bank disclosing or sharing of Customer information to and between a) the branches, subsidiaries, representative offices, affiliates and agents of the Bank; b) third parties selected by any of them, wherever situated, for confidential use including any data processing, statistical and risks analysis purposes; and c) any relevant law, court, regulator or legal process to which any of them is subject to.
- b- In addition to the above, the Customer acknowledges and authorizes the Bank to inquire and investigate the Customer's balances and assets with other local banks, investment companies and official state entities and the Credit Information Network Company ("Ci-Net") in accordance with current applicable banking practices without any responsibility on the part of the Bank.

## 14. Closing an Account: Termination

- 1- Subject to these Terms and Conditions, either party may close an Account at any time and without assigning any reason.
- 2- The Customer shall ensure that at all times, the Account is in credit in an amount not less than the required minimum balance. When the Account does not meet the minimum required balance, the Bank may either impose a service charge or terminate the Account. Without prejudice to the other provisions of these Terms and Conditions, the Bank is entitled by giving written notice to the Customer to close an Account if there is no credit balance in the Account for a period of one month.
- 3- When an Account is closed and subject to these Terms and Conditions, the Bank will pay to the Customer any final cleared funds standing to the credit of the Account and any interest due as at the time the Account is closed, and the Customer shall return to the Bank all related information, money owed and equipment supplied by the Bank within seven days.
- 4- The Bank may by notice in writing and solely at its own unfettered discretion close an Account and any such closure shall be binding upon the Customer. The closure shall be effective as of the date stipulated in the notice notwithstanding that the Customer had inadvertently not received the said notice. The Customer irrevocably agrees and waives any right, whether legal or otherwise, that it/they may have to challenge the Bank's right or decision to close an Account.

## 15. Bank's Books and Records

- 1- Extracts or statements from the Bank's books, records and accounts, duly certified by an authorized officer of the Bank, including any computer and electronic printouts and telephone recordings shall be final and conclusive evidence against the Customer as to the accuracy thereof in any dispute, differences or legal proceedings or otherwise.
- 2- The Customer agrees to relinquish any legal or contractual entitlement to have the Bank's books, accounts and records audited or inspected or to require that such books, accounts or records be produced physically by any court or person. The Customer agrees to accept as genuine and binding duly authorized signatures of any of the Bank's documents and transactions.
- 3- The Customer recognizes and accepts that the Bank's records are contained on microfilm and other information repositories and confirms and agrees that all documents, recordings and communications produced, are legal and genuine instruments, constituting conclusive evidence as against the Customer. The Customer agrees not to exercise any legal rights or entitlement to object to such evidence.
- 4- The Customer acknowledges that the Bank maintains telephonic and electronic monitoring and recording of communications with customers for the purposes of records, service quality, training and security. The parties agree to such recordings and records being produced in evidence in the course of any proceedings concerning the relationship of the Customer and the Bank.

## 16. General

- 1- The Bank may in its unfettered discretion and without being obliged to give any prior notice or disclose any reason therefore restrict, curtail, suspend or cancel the operation of an Account or the provision of any or all types of banking services or facilities. In exercising such discretion the Bank shall not be subject to or incur any liability for any claims, losses, disruption or inconvenience which may be caused.
- 2- The rights and obligations of each party under the Terms and Conditions may not be assigned without the written consent of the other which when requested shall be forthcoming unless withheld or delayed for good reason. The Bank may however, without the Customer's consent, assign or transfer the Account and all its rights and obligations in respect thereof to a branch, subsidiary or affiliate where it would be without detriment to the provision of services to the Customer or if required by the Bank's corporate or operational restructuring.
- 3- The illegibility, invalidity or unenforceability of any provision of these Terms and Conditions shall not prejudice the remainder of the Terms and Conditions which shall remain in full force and effect.
- 4- The Bank may at its discretion waive compliance with any of these Terms and Conditions but no such waiver shall prejudice or curtail the Bank's rights and benefits under the Terms and Conditions generally, including the right to enforce the waived term or condition at a future date.
- 5- Amounts deposited by the Customer or held in the Customer's name cannot be assigned or charged by the Customer to any other person or entity by way of security without the Bank's consent.

## 17. Overdrafts and Balances

The Customer shall not be entitled to overdraw an account without the Bank's consent. Where the Bank permits or authorizes the Customer to overdraw an account interest will be chargeable on such overdraft at the Bank's prevailing overdraft rate calculated on a daily basis and added to the principal amount every month. The interest rate may be varied by the Bank from time to time at the Bank's discretion. The Bank shall be entitled to levy charges for unauthorized overdrafts and overdrafts exceeding limits. The Customer shall also pay to the Bank such charges and expenses as may be incurred by the Bank in arranging, approving or permitting and administering any such overdraft. The balance of any such overdraft and accrued interest shall be repayable by the Customer to the Bank immediately upon demand.

## 18. Legitimate Funds

- 1- The Customer accepts that banks in Kuwait have statutory and regulatory obligations imposed on them with regard to ascertaining the source and nature of their customer's funds. Accordingly, the Customer as with other customers, agrees and consents to the Bank being at liberty in the discharge of such obligations to report any confirmed or suspected money laundering or other suspicious or illegal transactions in or related to the Customer's Account (s) to the relevant authorities, and where necessary to take such action as may be necessary the Bank's representatives believe the funds to have been obtained other than through lawful means and transactions.
- 2- Where the Customer or its agents or servants present to the Bank any counterfeit currency notes of any description whether advertently or inadvertently such currency notes shall be retained and forfeited by the Bank. Any such counterfeit currency received will be fully disclosed and reported to the Central Bank of Kuwait and other Kuwaiti lawful authorities notwithstanding that such action may be contrary to the Customer's express instructions and no liability on the part of the Bank shall thereby arise whether in respect of Customer confidentiality or otherwise.

## 19. Provisions Regarding Specific Accounts

### 1- Current Accounts

- a) Current account facilities are only available to businesses resident or registered in Kuwait and the denomination of current accounts may be restricted to Kuwaiti Dinars only or the other specified currencies subject to the Bank's prevailing policy. In exceptional circumstances or events and subject to the requisite regulatory approvals being obtained by the Bank, the Bank may in its sole discretion open a current account for a non resident Customer.
- b) All current accounts shall be non interest bearing unless the Bank decides otherwise.

### 2- Savings Accounts

Subject to any minimum balance requirements, the amount of interest on any savings account will be computed monthly on the minimum monthly balance in the Customer's savings account and credited at such periodic intervals as the Bank shall decide. The interest rate shall be the Bank's prevailing rate for savings accounts.

### 3- Other Accounts

Customers may be offered other accounts which will be governed by the Bank's terms and conditions for such accounts from time to time which will be applicable in addition to these Terms and Conditions.

### 4- Fixed Deposit

- a) When a Fixed Deposit is opened for a specified period of time, the Bank will issue a confirmation advice stating the principal sum, the term and the rate of interest payable. The Fixed Deposit will be subject to the minimum balance limit determined by the Bank from time to time. Interest will be paid on maturity and withdrawals may be made only on the maturity date of the relevant deposit unless otherwise agreed.
- b) Instructions for renewal or withdrawal of Fixed Deposit must be received by the Bank no later than two business days prior to the maturity date. If the Bank does not receive instructions, then the deposit and any other interest earned will be automatically rolled over for a similar period.
- c) Where the Customer withdraws a Fixed Deposit early this will be subject to the payment of such fee, penalty and/or charge as the Bank deems appropriate in the circumstances and subject to the prevailing provisions of the Bank regarding such withdrawals. The Customer acknowledges that the Bank may at its discretion and from time to time vary the provisions applicable to early withdrawal of Fixed Deposits including but not limited to the interest rate and the basis of calculation of the interest rate applicable from time to time.

## 20. Foreign Currency Account

If an Account is denominated in foreign currency withdrawals and cash deposits may only be made in the local currency and such Account will be subject to the local and national laws and regulations. All transmission costs, service charges and any other charges and expenses whatsoever of any kind relating to withdrawals from the Account will be paid by the Customer in full without deduction or set off immediately upon demand. The Bank's spot rate of exchange from time to time shall prevail unless the Bank in its discretion decides otherwise.

## 21. Revolving Credit Facility

The Bank may at its sole discretion offer or make available a revolving credit facility to the Customer if the Customer satisfies the Bank's requirements as determined by the Bank in its sole discretion. If the Customer obtains a revolving credit facility then unless agreed otherwise in writing, the Customer shall repay any amount outstanding under the facility to the Bank on demand with interest at the rate determined by the Bank. The Customer shall also pay the annual service fee for the right to use the revolving credit facility.

## 22. Joint Accounts

The Customer agrees that the title of a Customer's Account will not give any person any right to the benefit of any particular current, savings, call, fixed or other account and that the Account opening form or related documentation will determine whether the particular current, savings, call, fixed or other Account is single or joint.

## 23. Other Interest Earning Accounts

In the case of any other interest earning accounts, instructions for the withdrawal of monies shall be received by the Bank by no later than the time and the date the Bank specifies for this purpose. Interest earned will be credited to the Account at intervals specified by the Bank for this purpose. Interest will accrue on a 360 day year basis. And the rate of interest may be changed and/or modified by the Bank at any time without prior notice to the Customer.

## 24. Set off & Consolidation

- a- The Bank may at any time and without notice to the Customer combine or consolidate all or any of the Customer's accounts and set off or transfer any sum or sums outstanding to the credit of one or more of such Accounts or any other asset of the Customer in the Bank's custody or control in or towards satisfaction of any of the Customer's liabilities to the Bank on any other account or in any other respect whether such liabilities be actual or contingent, primary or collateral, several or joint. The combinations, consolidation, set off and transfers referred to may be made on one or more occasions and at the discretion of the Bank. Any exercise of its rights under these provisions shall not prejudice any security held by the Bank.
- b- The Customer shall present to the Bank a statement on all the accounts to which he is a party, which are opened now or in the future, as well as the accounts of individual companies in which he is a joint partner and accounts of shareholding companies in which his ownership is more than %50 of its capital or over which he has control. This is in addition to the various other personal or corporate accounts which are guaranteed by him or to which he is connected by economic or legal means so that any financial difficulties facing such accounts, shall affect his capability to fulfill his financial obligations towards the Bank and he is bound to provide the Bank with any amendments which might affect this statement during the validity of this Agreement or any extension thereof, for any reason whatsoever.
- c- All accounts, of any kind whatsoever, opened in the name of the Customer which will be opened in the future with the Bank or at any of its branches, subsidiaries and affiliates in or outside Kuwait, shall guarantee on another regardless of their names. The Bank shall have the right to consolidate all or some of these accounts and to deduct any debit balances in any account from the credit balance of other accounts, or freeze the credit balances in any of these accounts, until the Customer settles all its liabilities towards the Bank. The Customer hereby authorize the Bank to affect the necessary set-off, debit any credit account, effect entries, settlements and transfers in any account(s) opened or to be opened in the name of the Customer in any of the Bank's branches, subsidiaries and affiliates in or outside Kuwait.
- d- All monies, financial and commercial papers, precious metals, goods, assets, securities and other rights of any nature which are or will be deposited in the future in the name of the Customer's name at the Bank or at any of its branches, subsidiaries and affiliates in or outside Kuwait, shall be deemed charged in favor of the Bank and shall serve as collateral for all the Customer's liabilities and obligations towards the Bank without the need for notice or warning or any special declaration in relation thereto. The Bank shall have the right to collect its dues from the aforesaid monies by direct set-off, firstly and in priority to any other creditor without the need for notice or warning or any other legal formalities. The Customer undertake to sign and execute all transfers, assignments of rights, mortgages, powers of attorney and any other documents requested by the Bank to establish and secure the Bank's rights under this Agreement. The Customer further authorize the Bank to sign on his/its behalf and to take whatever other measures it deems necessary to secure its rights under the said documents.

## 25. Opening of Additional Accounts and Provisions of Additional Products

The Bank may from time to time open any further Account/s in any currency in the name of the Customer where the Customer makes a request to that effect or if the Bank deems it necessary and advantageous for operational or legal reasons to control, monitor, segregate and/or separate some transactions from others. Such accounts when opened shall be governed by these Terms and Conditions and the Bank shall be deemed to have the lawful authority to open and maintain such accounts for so long as it may think fit without requiring additional Account opening forms to be executed by the Customer, who will be deemed to have accepted the same. The Bank may at its discretion and at such time as it deems fit close any accounts which have been thus opened.

## 26. Death of a Signatory

Subject to compliance with the mandate of the Customer from time to time if any signatory (other than a sole proprietor) dies then:

- 1- If withdrawal is by one or more signature from a set of signatories the other signatories may continue to operate the account; and
- 2- If withdrawal is by joint signatures the surviving signatory may continue to operate the account.

Provided also that the operation of an Account shall in such event be subject to the Bank being satisfied that it may lawfully permit such continued operation.

## 27. Law, Jurisdiction and Immunity

- 1- The operation of the Account and these Terms and Conditions are governed by the laws of Kuwait.
- 2- Any dispute or difference between the Bank and the Customer arising in respect of or touching upon the Account, any funds therein or these Terms and Conditions will be submitted to resolution by the Kuwaiti courts.
- 3- Each of the Customer and the Bank waives any right it may have to immunity from legal proceedings or execution.

## 28. Acceptance of these Terms and Conditions

The Customer confirms that it or its duly authorized representative have read these Terms and Conditions set out as above and understood and accepted the same.

## 29. Worth to note that Banking secrecy will be waived in case of:

Central Bank of Kuwait, ministry of interior, ministry of justice, KwFIU