

## 1. Interpretation

These Country Conditions apply between the Customer and the Bank in the UAE. These Country Conditions supplement the General Part and form part of the Harmonised Business Conditions. Terms not defined in these Country Conditions shall have the same meaning as in the General Part of the Harmonised Business Conditions. In the event of conflict between these Country Conditions and the General Part, the former terms shall prevail.

## 2. Interest and Default Interest

### 2.1. Interest

- (a) The Bank will only credit interest to an Account, which is agreed with the Customer to be interest bearing.
- (b) The Bank may debit interest payable by the Customer from any Account.
- (c) The Bank will credit or may debit (as the case may be) interest to or from an Account with such frequency and at such rates:
  - (i) as are agreed between the Bank and the Customer; or
  - (ii) in the absence of agreement, as the Bank notifies to the Customer by Communication from time to time. The Customer shall be deemed to agree to such frequency or rates 15 days after receipt or deemed receipt by the Customer of the Communication.
- (d) The Bank reserves the right, and shall be entitled, to impose charges on credit balances in accordance with any applicable UAE Central Bank regulations (as amended, replaced or supplemented from time to time) in such manner as the Bank in its absolute discretion thinks fit.

### 2.2. Default Interest

If the Customer fails to pay any amount payable by it under the Harmonised Business Conditions, it shall on demand by the Bank pay interest on the overdue amount from the due date up to the date of actual payment at such a rate as:

- (a) is previously agreed between the Bank and the Customer; or
- (b) in the absence of agreement, such rate as the Bank may notify to the Customer by Communication from time to time.

## 3. Foreign Currency

If the Account opened by the Bank is in a currency other than UAE Dirhams (“Dirhams”) (such other currency being a “foreign currency”) and subject to clause 5 below:

- (a) (notwithstanding that the Account is maintained at the branch of the Bank in the UAE where it is opened and shall be treated for all purposes as being so maintained) any such foreign currency deposited into the Account will, together with other foreign currency of the same country deposited by other customers with the Bank, be placed with a bank (the “**Foreign Bank**”) in the country involved, in the name of the Bank, but at the risk of the Customer;
- (b) the Bank shall only be obliged to repay any amount in foreign currency in the Account by placing the credit amount at the disposal of the Customer with the Foreign Bank or purchasing from the Customer the credit amount in foreign currency at the then prevailing spot rate of exchange of the Bank (as conclusively determined by the Bank) for purchasing the foreign currency with Dirhams or such currency as may then be in local circulation;
- (c) if by operation of law the Bank is obliged to effect cash payment in foreign currency other than Dirhams to or at the direction of the Customer, such obligation shall be conditional upon the availability of such foreign currency bank notes;
- (d) if for any reason the Bank is unable to deliver any foreign currency bank notes, its obligations shall be discharged by the tender of an equivalent amount (as conclusively determined by the Bank) in Dirhams or in such currency as may then be in local circulation; and
- (e) for the avoidance of doubt, the Bank shall be entitled to exercise all its rights of set off, combination or lien to or against the credit amount in foreign currency of the Account and nothing contained in this clause shall be treated as constituting any restrictions or waiver thereof.
- (f) The Bank may refuse to effect any transaction on any Account if the transaction is denominated in a currency, which is not acceptable to the Bank.
- (g) The Bank may refuse to accept transactions on any Account in a currency other than the currency in which such Account is denominated.
- (h) The Customer must discharge each of its payment obligations to the Bank in the currency in which the obligation is denominated. The Customer irrevocably waives all rights it may have under law to make payments in any currency other than the currency in which the obligation is denominated.
- (i) The Customer authorises the Bank to conduct such currency exchanges and debit the Customer’s Accounts with the fees incurred in making such currency exchanges as are necessary for the purposes of these terms. Without limitation, the Bank may effect such currency exchanges where it effects a set off under these terms and where it accepts a transaction in breach of this clause.
- (j) If an Account is denominated in a foreign currency, the Customer shall bear any loss incurred as a result of any variation in the rate of exchange. In addition, the Customer shall bear, in accordance with the proportion its foreign currency deposit bears to the Bank’s foreign deposits in that currency, any loss, cost or liability the Bank incurs in respect of those foreign currency deposits as the result of any change of law or regulatory practice, change of banking practice, force majeure or market disruption.

#### 4. Foreign Exchange

The Bank is authorised to enter into any foreign exchange contract necessary to facilitate transactions in any of the Customer's Account(s) at the rate prevailing at the time any exchange needs to be effected. Where a payment order is denominated in a foreign currency the Bank may use its absolute discretion in executing that payment order.

#### 5. Exchange Control Laws and Regulations

The rights and obligations of the Customer and the Bank in respect of the Customer's Accounts are subject to the exchange control laws and regulations of the UAE. The Customer agrees to provide the Bank with all information required by the Bank to comply with those laws in connection with the transactions or Accounts of the Customer.

#### 6. Account

##### 6.1. Deposits

- (a) The Customer may, upon presenting the duly completed deposit slips issued by the Bank and any other documents or authorisations the Bank may require, make deposits to the credit of the Account. Deposits funded by cheques or drafts may be accepted at the sole discretion of the Bank.
- (b) Deposits paid to the Bank for credit to an Account must be acknowledged by a receipt issued by an authorised employee of the Bank and the Bank shall not be liable to account for deposits where no such receipt is issued.

##### 6.2. Use of Cheques

- (a) Subject to paragraph (b) below, after the opening of the Account by the Customer who is resident in the UAE, the Bank will provide the Customer who is resident in the UAE with a cheque book with duly numbered cheque forms in respect of each Account which must be used by the Customer to draw cheques on that Account. The Customer who is resident in the UAE may only apply for further cheque books by submitting to the Bank the requisition form contained in the Customer's cheque book duly completed with the relevant information.
- (b) The Bank may refuse to provide a cheque book or cheques for the Account (i) if the Account is not or may not be eligible for a cheque book under the laws of the UAE or the regulations or directions of the Central Bank of the UAE or otherwise or (ii) in its sole discretion.
- (c) If the Customer requests further cheque books but the requisition form in the Customer's cheque book has been lost, stolen or damaged, the Bank may require such evidence of the loss or theft and such indemnities as the Bank may deem necessary in the circumstances of the case, but the Bank is not required or obliged to issue further cheque books. If such requisition form is later found or returned, the Customer shall forthwith present it to the Bank.
- (d) All alterations and deletions on cheques must be verified by countersigning by the Authorised Signatories.
- (e) The Customer must complete its cheques in accordance with commercial banking practice and in accordance with UAE laws. The Bank is entitled to assume that all cheques are properly drawn.
- (f) The Customer shall at all times and immediately upon the Bank's request provide the Bank with any information the Bank may require in determining whether any cheque drawn on the Bank by the Customer should be honoured. However, the Bank is not obliged to seek the Customer's assistance under this clause in any case.
- (g) The Customer shall keep any cheque book under lock and key at all times.

##### 6.3. Stop Payment Orders

- (a) The Customer may only order the Bank to stop payment on a cheque on the ground that a cheque is lost or stolen. The Bank may require the Customer to immediately provide details of the loss or theft of the cheque and the Customer shall on request of the Bank immediately disclose such information to the Bank, and give the Bank an indemnity in the form requested by the Bank.
- (b) Notwithstanding paragraph (a) above the Bank is not obliged to effect an order to stop payment unless the Bank receives written notice (prior to the Bank having made payment of such cheque) on the Bank's then current form specifying the cheque's number, the date of the cheque, the payee's name and the amount of the cheque. Such form must be signed by the Authorised Signatory.
- (c) The Bank must give notice to the Customer of the dishonour of any cheque drawn by the Customer in the statement which is issued to the Customer after the Bank refuses to pay on the cheque.
- (d) The Customer may not overdraw any Account, even temporarily, without prior written approval of the Bank.

##### 6.4. Withdrawals

- (a) The Customer may, on presenting a deposit or withdrawal slip and any other documents or authorisations as are required by the Bank, make deposits to the credit of or withdrawals from the Account.
- (b) The documents which the Bank may require under paragraph (a) may include all documents as are required by the Bank to prove the identity of the Customer.
- (c) Withdrawals are permitted only against presentation of orders acceptable to the Bank duly signed by Authorised Signatories.

##### 6.5. Statements of Account

- (a) The Bank will issue a statement of account to the Customer at such intervals as may be determined by the Bank from time to time.
- (b) The Customer must carefully examine all statements of account provided by the Bank and advise the Bank within 30 days

from the date of the applicable statement of account of any matter contained therein with which the Customer disagrees. In the absence of any advice from the Customer within the time period stipulated in this clause, the statement of account will be deemed to be correct in all respects, except in respect of any manifest error.

## **7. Execution and Delivery of Communications**

- (a) The Bank may (but shall not be obliged to) suspend the execution of any Communication given by telephone (whether or not it was given pursuant to telephone banking services and even though the requisite identification code has been provided in the relevant cases) telegraph, telex or facsimile until receipt of a written confirmation by the Customer.
- (b) If any proceedings are commenced against the Customer in relation to its insolvency, bankruptcy or dissolution (or any comparable event), or in respect of legislation directed at the staying of creditors' claims, the Bank shall not be obliged to execute or process any Payment Order but may, in its absolute discretion (subject to applicable law): (i) execute a Payment Order, whether in whole or in part; and/or (ii) execute Payment Orders in whatever order it sees fit.
- (c) Notwithstanding anything in the General Part, each Communication from the Bank shall, without prejudice to any other mode of delivery, be deemed to have been delivered to the Customer if served on the Customer (or its receiver, judicial manager or liquidator) personally or by post to the Customer's last recorded address with the Bank or last known registered office or place of business. Further, such Communication shall be deemed to have been delivered on the day it was delivered personally or (if sent by post) four days following the posting (for Customers in the UAE) notwithstanding that it may be returned through the post office undelivered. Any Communication from the Customer to the Bank is effective only upon actual receipt by the Bank.

## **8. Discharge of Liability and Transfer of Accounts**

- (a) The Bank may discharge its entire liability with respect to any Account by mailing, at the risk and expense of the Customer, to the Customer a draft or cheque in the currency or currencies of such Account without recourse to the Bank as drawer, payable to the Customer's order in the amount of the then credit balance in such Account together with such other documents, if any, as may be necessary to transfer to the Customer such claims as the Bank may have on such funds or against any placement bank. With respect to external placements, the amounts paid to the Customer shall be net of the Bank's placement fees.
- (b) The Bank may at any time by notice to the Customer close the Account with effect from the date of delivery of the notice to the Customer without having to provide justification for such closure. Upon such closure the Bank will discharge the Bank's liability to the Customer by remitting all funds standing to the credit of the Account (after deducting any amounts (actual or contingent) due to the Bank by the Customer) to such account of the Customer as the Customer may notify the Bank in writing or by cheque in favour of the Customer to the address of the Customer appearing in the Bank's records or otherwise as the Customer may direct. Any cheque may be delivered by prepaid post or by such other means as the Bank may determine in its discretion. If there is a debit balance in the Account, the Customer shall immediately pay the Bank, the amount due from the Customer upon receipt of the Bank's advice of the closure of the Account.
- (c) If the Customer wishes to close the Account, the Bank must be given seven days' written notice, signed by an Authorised Signatory expressly instructing the Bank to close the Account.
- (d) If the Bank is permitted to close any Account, the Bank may, but is not obliged to, instead of closing such Account, transfer all monies standing to the credit of that Account to another branch of the Bank.

## **9. Payment**

All payments made by the Customer in relation to any Account shall be made in the currency of the Account in which the payment is due in immediately available funds on the due date. All payments by the Customer shall be made without set off or counterclaim. If the Customer or the Bank (or any person on behalf of either of them) is required by law to make any deduction or withholding on account of any tax (other than tax on the overall net income of the Bank) from any such payment, the Customer shall pay such additional amounts as shall be necessary to ensure that the Bank receives on the due date and retains (free from any liability in respect of any such deduction or withholding) a net sum equal to what it would have received and so retained had no such deduction or withholding been required or made.

## **10. Overdraft**

No Account(s) may be overdrawn, even temporarily, except by prior written arrangement with the Bank and such arrangement shall be subject to the Harmonised Business Conditions. The rate of interest chargeable in respect of any overdraft shall be as determined by the Bank from time to time and interest shall be calculated on a daily basis with monthly rests.

## **11. Fraud and Money Laundering**

- (a) The Bank may at the time, without any liability and without giving any reasons to the Customer, refuse to execute any order where the Bank suspects that any fraud or illegality is involved.
- (b) The Customer acknowledges that the Bank is subject to the anti-money laundering laws and regulations of the UAE and the internal policy of the Bank. The Customer agrees to provide any information requested by the Bank for the purposes of complying with any such laws, regulations and policy in respect of the transactions and/or the Accounts.

## 12. Limited Recourse

Only the UAE branch of the Bank has any liability in respect of the Account and no other branch, division or part of the Bank shall have any liability for the Account. Instructions in respect of the Account may only be made to and acted on by the UAE branch of the Bank. Any amount standing to the credit of the Account is a liability of and payable exclusively by the UAE branch of the Bank.

## 13. Trade Licence

The Customer shall provide the Bank each year immediately upon its renewal with a copy of its current trade or professional licence, as appropriate, together with either its Chamber of Commerce Certificate or a certificate (in form and substance acceptable to the Bank) confirming that the Customer is resident or domiciled in the UAE for UAE purposes.

## 14. Charges and Costs

The Bank may from time to time debit the amount of its costs and charges in respect of the banking services and facilities provided for hereunder to any account of the Customer opened hereunder or otherwise agreed. Such costs and charges can be levied in accordance with the Bank's then current schedule of charges.

## 15. Disclosure of Information

In addition to the matters set out in clause 6 of the General Part, the Customer expressly agrees that the Bank may disclose information about the Customer, its accounts and transactions, to a transferee of the Bank's rights and obligations under the Harmonised Business Conditions.

## 16. Assignment

The Bank shall be entitled at any time, without the need for further consent from the Customer, to assign the whole or any part of its rights or obligations under the Harmonised Business Conditions, with or without notice to the Customer.

## 17. Variation of General Terms

The Bank may at any time vary, amend or supplement these Country Conditions with effect from the date on which notice of such variation, amendment or waiver is delivered to the Customer, unless otherwise stated in such notice.

## 18. Customer Deposits

All obligations of The Royal Bank of Scotland in respect of any deposit held or received by its branch in the UAE including any repayment in whole or in part thereof shall be subject at all times to all applicable laws and regulations in the UAE and any repayment will only be made at the branch in the UAE where the account with The Royal Bank of Scotland is maintained.

## 19. Waiver of Immunity

The Customer irrevocably waives, to the fullest extent permitted by applicable law, any immunity it has on the grounds of sovereignty in respect of itself or its assets. The Customer waives protest, presentment and notice of dishonour of any order, and waives the right to interpose any counterclaim or set off against the Bank.

## 20. Application of Law

The General Part is subject to the laws of the UAE and the laws of the specific Emirate in which the Account is held.

## 21. Law and Jurisdiction

- (a) The Harmonised Business Conditions are governed by UAE law and by the laws of the specific Emirate in which the Account is held.
- (b) The Bank and the Customer submit to the non-exclusive jurisdiction of the courts of the Emirate in which the Account is held in the UAE.