

Business Telephone Banking Registration Form

*(One form should be
completed for each user)*

E. Third Party Beneficiary Details

If you have chosen to make payments to a third party, please provide the following details on a separate sheet.

1. Beneficiary's name and address
2. Beneficiary's bank details
3. Currency
4. Payment details
5. Maximum daily limit for the beneficiary

F. Declaration

To be signed by the authorised signatories of the company who have unlimited transaction and delegation authority and authority to sign binding agreements.

1. I/We confirm that the information given in this form is correct and complete, and authorise you to confirm this from any source you may choose.
2. I/We have read and understood the Bank's General Terms and Conditions (for the operation of accounts, Electronic Banking Services and Business Telephone Banking) and agree to be governed by them.
3. I/We hereby authorise the Bank to accept telephone instructions from the above Business Telephone Banking Service User to operate all the accounts under the above customer number on this enrolment form.

Signed by the authorised Business Telephone Banking User

Full Name in Block Letters

Title

X

Authorised Business Telephone Banking User

Signed for and on behalf of the company

(1) _____
Full Name in Block Letters

Title

X

Authorised Signature

(2) _____
Full Name in Block Letters

Title

X

Authorised Signature

(3) _____
Full Name in Block Letters

Title

X

Authorised Signature

Company Resolution to be provided as follows if the authorised signatories have no powers as specified in section 'F'.

At a meeting of the board of directors of _____ held in _____ on the _____ day of _____ with the required quorum being present, the following was resolved:

(a) Mr. _____ is empowered to handle all banking matters of _____ including but not limited to opening, operating and closing bank accounts, delegating powers to any other person(s) to carry out day to day operations of the bank accounts through any of the distribution channels, provided by the Bank execution of binding agreements/ indemnities required by the bank etc.

(b) Mr. _____ is authorised to enter into and to use any electronic distribution channel offered by the Bank from time to time and is empowered to sign the relevant agreements/ authorisation forms.

There being no further business the Chairman declared the meeting closed.

Signed with Company Seal:

Director

Director

(To be signed by majority of the directors or the majority shareholder)

Terms and Conditions for Business Telephone Banking

1. General

The customer shall be bound by the General Terms and Conditions for the Operation of Accounts and Electronic Banking Services governing the types of accounts in connection with the Service and in case of conflict between the said General Terms and Conditions and these Terms and Conditions, the latter shall prevail.

2. Definitions

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

"Company" means properly constituted limited liability company / public / private joint stock company / partnership / proprietorship under the laws in the Emirates where the company is incorporated.

"Customer" means the authorised person(s) of the Company who has (have) signed the Bank's Account Opening Form.

"Account" means the Business Account established by the Company.

"Business Telephone Banking Service" means the telephone banking service offered by the Bank to the Company. This service is available to all business account holders.

"Authorised Business Telephone Banking Service User" means the person who is authorised by the Company to operate the Account by telephone.

"Personal Identification Number" means the code number for the time being, established for the Authorised Business Telephone Banking Service User for the purpose of identification of the Authorised Business Telephone Banking Service User in giving instructions to the Bank by telephone.

"Credit Account" means any account maintained with the Bank for the time being, designated for the purpose of receiving deposit of funds in relation to the Business Telephone Banking Service.

"Debit Account" means any account maintained with the Bank for the time being, designated for the purpose of making withdrawal of funds in relation to the Business Telephone Banking Service.

3. Service Scope

The Bank will from time to time specify the scope and features of the Business Telephone Banking Service and may modify, expand or reduce the same at any time and from time to time with or without notice. Where such notice shall, in the sole discretion of the Bank, be given, such notice may be made in such manner and by such means of communication as the Bank shall deem fit, including without limitation, the use of direct mailing materials, advertisement or branch display.

4. Limitation on Liability and Indemnity

The Bank is authorised to act on the instruction of the Company given by the Authorised Business Telephone Banking Service User by telephone ("telephone instructions") and the Customer agrees that:

(a) the Bank is authorised to act on any telephone instructions which the Bank in its sole discretion believes emanate from the Company and/or Authorised Business Telephone Banking Service User by the use of the Personal Identification Number ("the PIN") assigned to the Authorised Business Telephone Service User by the Bank and any number(s) substituted by the Authorised Business Telephone Banking Service User for that purpose and the Bank shall not be liable for acting in good faith in accordance with telephone instructions which emanate from unauthorised individuals and the Bank shall not be under any duty to verify the identity of the person or persons giving telephone instructions purportedly in the name of the Authorised Business Telephone Banking Service User;

(b) the Authorised Business Telephone Banking Service User shall undertake to keep the PIN strictly confidential at all times and the Company and/or Authorised Business Telephone Banking Service User shall report to the Bank immediately upon loss of the PIN or becoming aware that the PIN has fallen into the hands of any unauthorised party;

(c) the Customer shall ensure that there are sufficient funds or pre-arranged credit facilities in the Company account(s) for the purpose of the telephone or other instructions and the Bank shall not be liable for any consequence arising out of the Bank's failure to carry out such instructions due to inadequacy of funds and/or credit facilities provided always that if the Bank shall at its sole discretion decide to carry out the instructions notwithstanding such inadequacy, the Bank may do so without seeking prior approval from or notice to, the Company. The Company shall be responsible for the resulting overdraft, advance or credit thereby created;

(d) any exchange rate or interest rate quoted by the Bank in response to a telephone instruction is for reference only and shall not be binding on the Bank unless confirmed by the Bank for the purpose of a transaction. Such confirmed exchange rate or interest rate, if accepted by the Authorised Business Telephone Banking Service User through the Business Telephone Banking Service, shall be absolutely binding on the Company notwithstanding that a different exchange rate or interest rate might have been quoted by the Bank at the relevant time through other means of communications;

(e) the Bank shall not be liable to the Company for any failure to carry out any telephone instructions which is attributable, wholly or in part, to any cause beyond the Bank's control including any equipment malfunction or failure and under no circumstances shall the Bank be responsible to the Company for any indirect or consequential losses arising out of or in connection with the carrying out or otherwise of the Authorised Business Telephone Banking Service User's telephone instructions;

(f) the Company shall keep the Bank indemnified at all times against all actions, proceedings, claims, losses, damages, costs and expenses which may be brought against the Bank, or suffered, or incurred by the Bank and which shall have arisen either directly or indirectly out of, or in connection with the Bank accepting telephone instructions and acting or failing to act thereon unless due to the wilful default of the Bank. Such indemnity shall continue notwithstanding the termination of the account relationship;

(g) the Authorised Business Telephone Banking Service User's right to give telephone instructions pursuant to the Terms and Conditions herein shall at all times be subject to the discretion of the Bank and that the Bank may at any time revoke such right without prior notice;

(h) all Authorised Business Telephone Banking Service Users shall be entitled to use the Business Telephone Banking Service singly irrespective of their signing authority under the mandates for either or all of the Account, the Debit Account(s) and the Credit Account(s);

(i) The Company shall notify the holders of the Credit Account(s) or such other account(s) not designated as Credit Account(s) but to which the Customer has transferred money using the Business Telephone Banking Service. The Bank shall not be responsible to the Customer or any other person for giving any such notice;

(j) if there is more than one Customer, then under the provisions herein

- (i) the liabilities and obligation of each of them shall be several,
- (ii) references to the Customer shall be construed, as the context requires, to any or each of them,
- (iii) each of them shall be bound even though any other customer or any person intended to be bound hereby is not, and
- (iv) the Bank shall be entitled to deal separately with a Customer on any matter, including the discharge of any liability to any extent, without affecting the liability of any other Customer, and

(k) the Customer understands and acknowledges that telephone instructions may not necessarily be processed by the Bank immediately, or on the same day of the giving of such telephone instructions due to system constraint or the banking procedures of the Bank. The Customer agrees that the Bank shall not be held responsible to the Customer or any other person for effecting such telephone instructions at a later time and the Bank's decision as to when to effect the said telephone instructions shall be final and binding on the Customer.

5. Fees

The Bank reserves the right to impose service fees and/or other charges from time to time as the Bank in its absolute discretion thinks fit.

6. Governing Law

These Terms and Conditions shall be governed by, and construed in accordance with, the Federal laws of the United Arab Emirates as applied by the Courts of the Emirates in which the Company branch is operating.