

Overdraft Terms and Conditions

January 2007

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1. The borrower hereby undertakes to pay the Bank on first demand all the sums due plus interest, expenses and any other charges which may be levied in accordance with the Bank's requirements and standing regulations in force from time to time.

The Bank has the option to claim settlement of all the borrower's liabilities to the Bank and to modify or cancel overdraft facilities granted to the borrower, at its discretion (and whether for breach of the terms and conditions hereof or otherwise) without any obligation to state reasons or justification for such measures by delivery of written notice to the borrower. Provided that the borrower has not utilised the overdraft facilities, the borrower may cancel such facilities on giving the Bank 30 days written notice.

The borrower acknowledges that the Bank has the right to institute legal proceedings for recovery of the debt and that any legal costs, court fees and lawyers' fees incurred shall be added to the borrower's indebtedness.

Should the borrower leave the United Arab Emirates with the intention of taking up residence elsewhere, the borrower undertakes to inform the Bank in advance and to repay any advances outstanding before departure.

2. The bank may charge interest on any overdrawn account in the borrower's name at the current prevailing rate on the daily balances outstanding or at such other rate as the Bank may at any time advise in the manner set out in article 7 below.

Interest calculated in the manner customary in the Bank may be debited to the borrower's account each month or at such intervals as the Bank may at its sole discretion decide. Furthermore it is agreed that the Bank may charge a commitment fee which may be debited to the borrower's account proportionally immediately or any other fee at such other rate as

the Bank may at any time advise in the manner set out in article 7 below. Any commission, expenses or charges due or incurred in respect of these or any other credit facilities extended to the borrower or of any transaction of any kind carried out at the borrower's order or on the borrower's behalf whether or not by written order may be debited to the borrower's account in the manner customary in the Bank.

3. All amounts of interest, commission expenses or charges debited to the borrower's account shall become part of the borrower's liability to the Bank and if the debiting of such amounts to the borrower's account causes the limit or such other limit as may be fixed at the discretion of the Bank to be exceeded, the borrower undertakes to repay the excess immediately.
4. No interest shall be due to the borrower in respect of any credit balances during the period of these facilities except as may be agreed from time to time in writing in respect of specific sums or accounts.
5. The Bank may refuse to honour any drawings which if honoured would cause the account(s) to exceed the authorised limit(s). The Bank has no obligation to inform the borrower that such drawings have been refused. No extension, waiver or indulgence granted by the Bank or any of its officers shall prejudice the rights of the Bank hereunder. In the event of the authorised limit being exceeded, the borrower acknowledges that any excess is subject to the terms of this agreement.
6. The borrower agrees that any item credited by the Bank to the borrower's account(s) including items drawn payable at the Bank are subject to clearance through the normal channels. Until such items are cleared, the Bank is entitled to exclude the value of items so credited to the purposes of calculating the overdrawn balance(s).

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7. Any claim, summons, advice or notice relating to these overdraft facilities which the Bank may desire to convey to the borrower shall be deemed to have been duly given to the borrower if given in writing by post to the address of the borrower last known to the Bank. Notice of changes in interest rates and/or fees may also be given by announcement inserted in the local press and/or displayed on the Bank's premises.
 8. The borrower undertakes to check carefully all statements of account received from the Bank. If within one month of the date of dispatch of a statement of account to the borrower's address as it appears in the records of the Bank no objection has been received from the borrower, then the balance shown therein will be considered correct and the fact that no communication has been received from the borrower will be interpreted as a confirmation of the correctness of the account and the borrower may not raise any objection in respect of any such statement of account.

The borrower acknowledges that should the borrower not receive a statement of account for any period it is solely and entirely the responsibility of the borrower to demand a statement from the Bank.

9. The borrower hereby acknowledge and concedes that the Bank's books and accounts shall be sole evidence of the sum due or which the borrower is bound to pay in respect of these overdraft facilities and the borrower also specifically waives any right to challenge the correctness of these records except as set out in article 8 above.
10. The borrower shall if the Bank may at any time so require place as collateral security with the Bank and to its order all monies, shares, bonds and other valuable documents that now or may in the future be deposited with the Bank in the name of the

borrower. These shall be regarded as security for the settlement of the total amounts owned by the borrower to the Bank under these or other banking facilities including interest charges and expenses.

11. The borrower further agrees that the Bank shall have a lien and right of set off (or similar right) over any of his/her/their property rights and interest which are in the Bank's custody and control, which rights may be exercised by the Bank and the Bank may at any time and without notice combine and consolidate all or any of the accounts held in the borrower's name irrespective of the titles they come under, and/or set off against any overdrawn accounts all or any monies whatsoever and whether on current account, savings account or deposit account and in whatsoever currency which the Bank may at any time hold to the borrower's account at any of its offices.
12. No delay or omission of the Bank in exercising or enforcing (whether wholly or in part only) any right or remedy hereunder shall impair such right or remedy of the Bank and shall not be construed as a waiver of such right or remedy.
13. This agreement shall be construed and take effect in accordance with the laws of United Arab Emirates and proceedings shall be brought in any of the courts of the United Arab Emirates provided always that the Bank may if it so desires take proceedings in the courts of any other country or jurisdiction if it thinks fit in which event the laws applicable to such courts shall apply and the borrower shall agree to submit to such other courts and such other laws.

In the event of the overdraft facilities being granted or continuing to be granted to more than one borrower, each borrower undertakes to be jointly and severally liable to the Bank in respect of all monies due.