

## MASTER TERMS AND CONDITIONS FOR ISLAMIC FINANCING FOR CORPORATE CUSTOMERS

### SECTION A: GENERAL TERMS

#### 1. INTRODUCTION

- 1.1 We are Ajman Bank PJSC (“we”, “us”, “our” or the “**Bank**”). We are licensed and regulated by the Central Bank. Our registered office address is P.O. Box 7770, Ajman, UAE.
- 1.2 We conduct our activities in compliance with principles of Islamic Shari’ah as determined by guidelines, standards and resolutions of the HSA and Fatwas and resolutions issued by the ISSC.
- 1.3 These Master Terms and Conditions for Islamic Financing For Corporate Customers (“**Master Terms**”) govern the relationship between us and any legal entity who avails any Finance from us (the “**Customer**” or the “**Company**”).
- 1.4 These Master Terms are split into **General Terms** and **Product Terms**. The General Terms apply to each Finance the Customer avails from us. The Product Terms apply as follows:

Section	Who it applies to
Section B: Product Terms - Product Terms - Auto Finance (Murabaha)	Any Customer who avails Murabaha Auto Finance.
Section C: Product Terms - Ijarah Finance	Any Customer who avails Ijarah Finance (including Ijarah Property Finance (Single Drawdown), Forward Ijarah Property Finance, Ijarah Property Finance (Multiple Drawdown) and Ijarah Asset Finance)
Section D: Product Terms - Commodity Murabaha Facility	Any Customer who avails Commodity Murabaha Facility (Standard), Commodity Murabaha Facility (Long Form and Short Form) and/or Commodity Murabaha Facility (DMCC)

The Customer should read, understand, and familiarise itself with the General Terms and the Product Terms that are applicable to each Finance the Customer avails from us.

- 1.5 In addition to these Master Terms, each Finance will be subject to the terms and conditions of the relevant Finance Documents.
- 1.6 These Master Terms (including, for the avoidance of doubt, the relevant Product Terms applicable to the Finance the Customer avails from us) and the relevant Finance Document will be binding on the Customer and its, successors, permitted assigns, permitted transferees and legal representatives.

## 2. KEY WORDS

The meaning of key words used in these Master Terms and the other Finance Documents is explained at the end of these Master Terms in Section E (Interpretation and Key Words). The meaning of certain key words is also explained in the other Finance Documents.

## 3. FINANCE

3.1 If the Customer's request for Finance is approved by us, we shall make available to the Customer the Finance subject to and upon the terms of these Master Terms, the FOL(s) and the other relevant Finance Documents.

3.2 Each Finance may be utilised by the Customer:

- (a) solely for the Approved Purpose;
- (b) in the Approved Currency; and
- (c) up to the Approved Finance Amount.

3.3 We may, upon the Customer's request, but at our sole discretion, approve for any Approved Finance Amount to be increased, decreased, interchanged, or cancelled. If the Customer has requested for any Approved Finance Amount to be increased or interchanged, we may, at our sole discretion, accept or reject such request. Where permitted by Applicable Law, we will endeavour to provide our reasons for any such rejection.

3.4 We are not obliged to monitor or verify how any Finance is utilised by the Customer. However, the utilisation of each Finance must comply with the principles and provisions of Shari'ah. If any Finance is utilised for any purpose which is not compliant with the principles and provisions of Shari'ah, it shall constitute an Event of Default.

3.5 Unless otherwise specified in the Finance Documents or agreed in writing by us, the Customer may not re-utilise any part of a Finance which has been settled.

## 4. AVAILABILITY

4.1 We are under no obligation to make any Finance available to the Customer and any utilisation will be subject to our satisfaction and continuing compliance by the Customer with the requirements of these Master Terms and the relevant Finance Documents.

4.2 If a Finance is made available to the Customer, it shall be available for drawdown or utilisation in accordance with the terms and conditions stated in these Master Terms and the relevant Finance Documents.

4.3 We reserve the right, at our sole discretion, to terminate any Finance, or (subject to the terms of the relevant Finance Documents and to the provisions of paragraph 4.4 below) amend, cancel, or suspend one or more of the Finances or any part thereof at any time by issuance of sixty (60) days prior written notice to the Customer.

4.4 Any or all of the Finances may be changed, amended, terminated and/or cancelled with immediate effect following our mutual agreement in writing (but subject to the terms of the relevant Finance Documents).

4.5 Without prejudice to our rights under paragraph 4.3 and 4.4 above and subject to the terms of the relevant Finance Documents, the parameters for granting each Finance may be reviewed from time

to time by us. Each Finance is subject to review by us on the review date stated in the FOL for that Finance or at any other time that we may determine (each a “**Review Date**”). Following a Review Date, we may, at our sole discretion, maintain, reduce or decide to offer an increase in the limit of the Finance or vary the terms of a Finance. If the Customer agrees to increase the limit of the Finance or we require any variation to the terms of a Finance, we will issue a revised FOL to the Customer. The Customer may accept or reject the revised FOL at its sole discretion. For the avoidance of doubt, the existing FOL shall continue to remain valid if the Customer has rejected the revised FOL or until the revised FOL is accepted by the Customer (as the case may be). If the Customer does not accept the revised FOL, we may, at our absolute discretion, terminate any existing Finance by giving the Customer not less than sixty (60) days’ prior written notice (or such other period as we may agree with the Customer), and on expiry of such notice period, all amounts outstanding and payable under the terminated Finance shall become immediately due and payable. The Customer shall remain liable to us for all of the Customer’s outstanding liabilities (whether actual or contingent) under the Finance Documents before, on or after such review.

- 4.6 Subject to any other provision of the Finance Documents and without prejudice to any of our rights thereunder, each Finance is provided on an uncommitted basis. Accordingly, we shall be entitled, at our sole discretion and with immediate effect, to:
- (a) suspend and/or cancel any part of any Finance;
  - (b) request additional security in respect of any Finance;
  - (c) demand immediate payment of any part of any Finance, together with any accrued profit, rental and all other amounts payable in connection therewith;
  - (d) enforce any security granted by the Customer or any other person in respect of the Customer’s obligations under the Finance Documents; and/or
  - (e) exercise any of our rights under the Finance Documents.

## 5. CONDITIONS PRECEDENT

Without prejudice to paragraph 4 above, the Customer shall not be entitled to drawdown or request utilisation of any Finance unless we have received, in form and substance satisfactory to us, all of the documents and other evidence set out in the FOL(s), any Product Terms, any Finance Document and the following documents and evidence:

### 5.1 Obligors

Each Obligor shall provide a copy of:

- (a) its constitutional documents (including any amendments thereto);
- (b) its valid trade or commercial license;
- (c) the resolution of the board of directors or shareholders (as appropriate) of such Obligor;
  - (i) approving the terms of, and the transactions contemplated by, the Finance Documents to which it is a party and resolving that it shall execute, deliver and perform the Finance Documents to which it is a party;
  - (ii) authorising a specified person or persons to execute the Finance Documents to which it is a party on its behalf and any powers of attorney to be provided by it; and

- (iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by it under or in connection with the Finance Documents to which it is a party;
- (d) a specimen of the signature (and passport or Emirates identity card copy) of each person authorised by the resolution referred to in paragraph (c) above;
- (e) a certificate of such Obligor (signed by an authorised signatory):
  - (i) confirming that no limit on such Obligor's powers will be exceeded as a result of the borrowing, grant of Security or giving of guarantees or indemnities contemplated by the Finance Documents to which it is a party; and
  - (ii) certifying that each copy document relating to it specified in this Clause 5 is correct, complete and in full force and effect as at a date no earlier than the date of these Master Terms.

## 5.2 Finance Documents and Other Documents and Evidences

- (a) a duly executed copy of our standard UAE Funds Transfer System and EI Etihad Credit Bureau consent forms;
- (b) the Finance Documents, including the FOL(s) and any Guarantee duly executed by all parties to it;
- (c) our standard account opening documentation (including "know your customer", FATCA, or similar forms) duly executed by the Customer;
- (d) the Security Documents, if any, duly executed by the parties thereto together with all documents, notices (and acknowledgements thereof) or other evidence required to be delivered thereunder;
- (e) evidence that all steps required to be taken in any applicable jurisdiction for the perfection and registration of the Security Documents have been taken and that Security created under the Security Documents has been duly created and perfected;
- (f) a certified search report, where applicable, evidencing that no Security exists over the assets which are the subject of the Security under the Security Documents;
- (g) a certificate signed by an authorised signatory of the Customer confirming that: (i) the representations and warranties set out in these Master Terms, the FOL(s) and the other Finance Documents continue to be valid, correct and true; (ii) no Event of Default has occurred; (iii) the Obligors are in full compliance with the terms of the Finance Documents to which they are a party; (iv) the condition precedent set out in these Master Terms, the FOL(s) and any other Finance Document have been satisfied;
- (h) if required by us, a legal opinion from a legal adviser approved by us;
- (i) evidence of payment of all fees, charges, commissions, and other monies then due and payable to us under or in connection with the Finance Documents and the other documents referred to therein including, without limitation, the expenses for registration, filing and perfection of the Security Documents and any other applicable Finance Documents; and
- (j) such approvals, certificates, documents, agreements and legal opinions and other regulatory approvals notified by us to the Customer.

## 6. JOINT AND SEVERAL LIABILITY

- 6.1 If any Finance is granted to more than one Customer, then, notwithstanding anything to the contrary in the Finance Documents, the liability of each Customer to us shall be joint and several, regardless of the manner or amount in which proceeds of any Finance are used, allocated, shared, or disbursed by or amongst the Customers.
- 6.2 In the event of insolvency restructuring, preventative settlement, amalgamation, dissolution, or occurrence of any similar event, in respect of any Obligor, each other Obligor is obligated to notify us within three (3) calendar days after the occurrence of such event.

## 7. REPRESENTATIONS AND WARRANTIES

The Customer make the following representations and warranties to us:

### 7.1 Status

Each Obligor:

- (a) is duly incorporated, validly existing and in good standing under the law of its jurisdiction of organisation and every other jurisdiction in which such Obligor conducts business and operations;
- (b) has the power to own its assets and carry on its business as it is being conducted in a Shari'ah compliant manner.

### 7.2 Binding obligations

The obligations expressed to be assumed by each Obligor under the Finance Documents to which such Obligor is a party are legal, valid, binding and enforceable obligations and each Security Document creates the security interests which that Security Document purports to create and those security interests are valid and effective.

### 7.3 Non-conflict with other obligations

The entry into and performance by an Obligor of, and the transactions contemplated by, the Finance Documents and the granting of the Security pursuant to the Security Documents do not and will not conflict with:

- (a) the constitutional documents of an Obligor;
- (b) any law or regulation or judicial or official order applicable to that Obligor; or
- (c) any agreement or instrument binding upon that Obligor or any of that Obligors' assets or constitute a default or termination event (however described) under any such agreement or instrument.

### 7.4 Power and authority

- (a) Each Obligor has the power and corporate capacity to enter into, perform and deliver, and has taken all necessary action to authorise that Obligor's entry into, performance and delivery of, the Finance Documents to which that Obligor is a party and the transactions contemplated by those Finance Documents.

- (b) No limit on an Obligor's powers will be exceeded as a result of obtaining financing, grant of Security or giving of guarantees or indemnities contemplated by the Finance Documents to which that Obligor is a party.

#### 7.5 **Validity and admissibility in evidence**

- (a) All Authorisations and any other acts, omissions or conditions required by an Obligor:
  - (i) to enable such Obligor to lawfully enter into, exercise such Obligor's rights and comply with such Obligor's obligations in the Finance Documents to which that Obligor is a party; and
  - (ii) to make the Finance Documents, to which that Obligor is a party, admissible in evidence in its jurisdiction of organisation and every other jurisdiction in which such Obligor conducts business and operations,have been obtained, effected, done, fulfilled or performed and are in full force and effect.
- (b) All Authorisations necessary for the conduct by an Obligor of its business, trade and ordinary activities have been obtained or effected and are in full force and effect.

#### 7.6 **Governing law and enforcement**

- (a) The choice of the law stated to be the governing law of each Finance Document will be recognised and enforced in the jurisdiction of incorporation or operation (as applicable) of each Obligor.
- (b) Any judgment obtained in relation to a Finance Document in the jurisdiction of the stated governing law of that Finance Document will be recognised and enforced in the jurisdiction of incorporation or operation (as applicable) of each Obligor.
- (c) The Obligor's agreement not to claim any immunity to which the Obligor or any of the Obligor's assets may be entitled will be enforced and recognised in its jurisdiction of incorporation and every other jurisdiction in which the Obligor conducts business and operations.

#### 7.7 **Insolvency**

- (a) No Obligor has taken any action nor any other step or legal proceedings been started or threatened against any Obligor for voluntary or involuntary insolvency, winding-up, dissolution, liquidation, administration, re-organisation or restructuring, preventative settlement, or for the appointment of a receiver, administrator, administrative receiver, trustee, or similar officer over any or all of its assets or revenues or any other creditors' process of equivalent nature.
- (b) No Obligor has admitted its inability to pay such Obligor's debts and no Obligor has suspended, or threatened to suspend, making payments on any of such Obligor's debts.

#### 7.8 **Disclaimer Regarding Advice**

Neither Obligor has and will not rely on any representation, statement or information made by us as to accounting, legal, regulatory and/or tax advice and will seek its own accounting, legal, regulatory and/or tax advice.

#### 7.9 **Ownership of assets**

Each Obligor is the legal and beneficial owner of, and has good title to, all of such Obligor's assets and save as disclosed to us in writing prior to entering into the Finance Documents, no Security exists over such assets, except for the Existing Security.

#### 7.10 **Shareholding**

- (a) The shareholding in the Customer is as set forth in the FOL and no other person has any legal or beneficial title, actual or contingent right or option to subscribe for, purchase, otherwise acquire or require the transfer of any share (or any other interest in the share capital of the Customer) or any other commitment or claim of any nature in relation to any share (or any other interest in the share capital of the Customer).
- (b) The Customer is legally owned and controlled in full by its shareholders as at the date of these Master Terms.

#### 7.11 **Private and commercial acts**

The execution by the Obligors of the Finance Documents constitute, and the exercise by the Obligors of their rights and performance of their obligations under the Finance Documents will constitute, private and commercial acts done and performed for private and commercial purposes.

#### 7.12 **Anti-corruption law**

Each Obligor has conducted its business in compliance with applicable anti-corruption laws and has instituted and maintained policies and procedures designed to promote and achieve compliance with such laws.

#### 7.13 **Insurance**

The Customer has in full force and effect that is adequate to cover and insure fully against all risks to which the Customer and its assets are normally exposed in the operation of its business; and all information submitted by the Customer to obtain such insurance was, and remains, true, accurate and complete in all respects.

#### 7.14 **Unrestricted obligations**

No Obligor knows of any matter or thing which may in any way prevent or restrict such Obligor from entering into or fulfilling such Obligor's obligations under the Finance Documents to which that Obligor is a party.

#### 7.15 **Information**

All information, in written or electronic format, supplied by any Obligor to us in connection with the Finances and the Finance Documents was, at the time it was supplied:

- (a) complete, true, and accurate in all material respects; and
- (b) not misleading in any material respect, nor rendered misleading by a failure to disclose other information, except to the extent that it was amended, superseded or updated by more recent information supplied by an Obligor to us.

#### 7.16 Financial Statements

Each set of financial statements delivered to the us by the Customer was prepared in accordance with consistently applied accounting principles, standards and practices generally accepted in the Customer's (and if applicable, the other Obligor's) jurisdiction of incorporation, and presents a true and fair view of the Customer's (and if applicable, the other Obligor's) financial condition and operations during the relevant accounting period and were approved by the Customer's (and if applicable, the other Obligor's) directors.

#### 7.17 Pari passu ranking

Each Obligor's payment obligations under the Finance Documents to which that Obligor is a party ranks at least *pari passu* with the claims of all of such Obligor's other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law.

#### 7.18 Shari'ah compliance

After having reviewed the Finance Documents for the purposes of their permissibility under Shari'ah and, to the extent any Obligor has considered this necessary, taken independent advice from advisors specialised in Shari'ah, the Obligor is satisfied that the provisions of each Finance Document to which they are a party do not contravene Shari'ah. Therefore, the Customer shall not (and shall procure no other Obligor) contest on the Shari'ah non-compliance of any Finance Document.

#### 7.19 Ranking

The Security created or to be created pursuant to the Security Documents has or will have first ranking priority and is not and will not be subject to any prior ranking or *pari passu* ranking Security.

#### 7.20 Additional representations and warranties

All representations and warranties stated (if any) in any Finance Documents are true and accurate.

#### 7.21 No breach of laws or agreement

- (a) Save as disclosed to us in writing prior to entering into the Finance Documents, all Obligor is in compliance with all provisions of Applicable Law including any laws in respect of their respective businesses.
- (b) The Obligor is not in breach or default under any agreement to which they are a party which might have a Material Adverse Change.

#### 7.22 No proceedings

Save as disclosed to us in writing prior to entering into the Finance Documents, no litigation, arbitration, proceedings of any court or governmental authority are presently pending or, to the best of the Customer's knowledge having made due and careful enquiry, threatened against any Obligor, any of their directors, or any of the assets of any Obligor and no Obligor is in default under any injunction, decree or other regulation of any court or other governmental authority.

#### 7.23 Immunity

In any proceedings taken against any Obligor in relation to the Finance Documents to which such Obligor is a party, such Obligor will not be entitled to claim immunity from suit, execution, attachment or other legal process.

#### 7.24 Sanctions

- (a) Neither any Obligor, nor any of their Affiliates or joint ventures (as applicable), nor any persons acting on their behalf (including their respective directors, officers or employees), to the Customer's knowledge (having made due and careful enquiry):
  - (i) is in breach of Sanctions;
  - (ii) is a Restricted Party; or
  - (iii) has received notice of or is aware of any claim, action, suit, proceeding or investigation against it with respect to any Sanctions.
- (b) Neither any Obligor, any of their Affiliates or joint ventures (as applicable), nor any persons acting on any of their behalf (including their respective directors, officers or employees), have, to the Customer's knowledge (having made due and careful enquiry), received notice of or is aware of any claim, action, suit, proceeding or investigation commenced against it by any Sanctions Authority with respect to Sanctions.
- (c) The proceeds of any utilisation, monies or services or other transaction contemplated by or provided under the Finance Documents shall not be used:
  - (i) either directly or indirectly for the benefit of any Restricted Party; or
  - (ii) in any manner that would result in the Customer or us or any of our Affiliates or agents being in breach of any Sanctions (if and to the extent applicable to them) or becoming a Restricted Party.

#### 7.25 No filing or stamp taxes

Other than in respect of the Security Documents or otherwise set out in any Finance Document, it is not necessary that the Finance Documents be filed, recorded or enrolled with any court or other authority in any jurisdiction or that any stamp, registration, notarial or similar taxes or fees be paid on or in relation to the Finance Documents or the transactions contemplated by the Finance Documents.

#### 7.26 Tax

- (a) No deduction for, or on account of Tax is required from any payment that any Obligor may make under the Finance Documents.
- (b) Each Obligor is resident for Tax purposes only in its jurisdiction of incorporation or residence (as applicable).

#### 7.27 Licensing

- (a) It is not necessary under the laws of the jurisdiction of the Customer's incorporation or operation (as applicable):
  - (i) in order to enable the Bank to enforce its rights under any Finance Document; or
  - (ii) by reason of the execution of any Finance Document or the performance by it of its obligations under any Finance Document,

that the Bank should be licensed, qualified or otherwise entitled to carry on business in the Customer's jurisdiction of incorporation or operation (as applicable).

- (b) The Bank is not and will not be deemed to be resident, domiciled or carrying on business in the Customer's jurisdiction of incorporation or operation (as applicable) by reason only of the execution, performance and/or enforcement of any Finance Document.
- (c) The entry into and performance of the Finance Documents by any Obligor will not result in a Material Adverse Change.

#### 7.28 **Repetition**

The representations and warranties from paragraphs 7.1 to 7.26 are made by the Customer on the date of execution of these Master Terms by the Customer and are deemed to be made by the Customer (by reference to the facts and circumstances then existing) on: (a) the dates set out in the FOL(s), the Product Terms and the other Finance Documents; (b) the date on which the Customer execute a Finance Document; and (c) each day a payment is made by the Customer to us under or pursuant to any Finance Document.

### 8. **GENERAL UNDERTAKINGS**

The undertakings in this paragraph 8 shall remain in force for so long as any amount remains outstanding under any Finance Document. The Customer undertake to us as follows:

#### 8.1 **Observance**

The Customer shall and shall cause each of the other Obligors to:

- (a) fully observe, comply with and perform all obligations, covenants, and undertakings under the Finance Documents; and
- (b) ensure that all the representations and warranties under any Finance Documents continue valid and true during their respective terms.

#### 8.2 **Authorisations**

The Customer shall (and shall procure that each other Obligor shall) obtain, comply with, and do all that is necessary to maintain in full force and effect any Authorisation required under any applicable law or regulation to:

- (a) enable the Customer (and them) to perform the Customer's (and theirs) obligations under the Finance Documents; and
- (b) ensure the legality, validity, enforceability or admissibility in evidence of the Finance Documents in all relevant jurisdictions of incorporation and operation;
- (c) carry on its (and their) business.

#### 8.3 **Compliance with Laws**

The Customer shall and shall cause each of the other Obligors to comply in all respects with all laws to which the Customer (and them) may be subject, failure to comply would result in a Material Adverse Change.

#### 8.4 **Access**

- (a) The Customer shall, upon the Bank's request, provide the Bank and any person authorised by the Bank immediate access to books and records of the Customer, any other Obligor and any other member of the Group, as the Bank may from time to time require.
- (b) The Customer shall permit the Bank and any person authorised by the Bank to have, at all reasonable times during normal business hours and on reasonable notice, access to its property, premises, accounting books and records and to its officers.

#### 8.5 Negative Pledge

- (a) The Customer shall not create, or permit to subsist, any Security over any of the Customer's assets, except any Security in our favor under the Security Documents.
- (b) The Customer shall ensure that no Security Provider creates, or permits to subsist, any Security over any assets of that Security Provider which are subject to Security in our favor under or pursuant to the Security Documents.
- (c) The Customer shall not:
  - (i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor;
  - (ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
  - (iii) enter into any arrangement under which money or the benefit of a bank account or other account may be applied, set-off or made subject to a combination of accounts;
  - (iv) enter into any other preferential arrangement having a similar effect,  
in circumstances where the arrangement or transaction is entered into primarily as a method of raising Indebtedness or financing the acquisition of an asset.
- (d) Paragraphs (a), (b) and (c) shall not apply to:
  - (i) Permitted Encumbrance;
  - (ii) any Existing Security;
  - (iii) any netting or set-off arrangement entered into in the ordinary course of its financing arrangements for the purpose of netting debit and credit balances; or
  - (iv) any lien arising by operation of law and in the ordinary course of business.

#### 8.6 Disposals

- (a) The Customer shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any asset other than in the normal course of its business.
- (b) Paragraph (a) above does not apply to Permitted Disposals or any sale, lease, transfer or other disposal:
  - (i) of assets in the normal course of the Customer's business;

- (ii) of assets (other than shares, businesses, real property and intellectual property) in exchange for other assets comparable or superior as to type, value and quality; or
- (iii) otherwise expressly permitted by any Finance Document or approved in writing by the Bank.

#### 8.7 Financial indebtedness

The Customer shall not incur or permit to be outstanding any Financial Indebtedness, except for:

- (a) Permitted Indebtedness;
- (b) any Financial Indebtedness incurred under or pursuant to the Finance Documents; or
- (c) Financial Indebtedness otherwise approved in writing by us.

#### 8.8 Financing and guarantees

- (a) The Customer shall not be the creditor in respect of any finance or any form of credit to any person.
- (b) The Customer shall not give or allow to be outstanding any guarantee or indemnity to or for the benefit of any person in respect of any obligation of any other person or enter into any document under which it assumes any liability of any other person other than any guarantee or indemnity given under the Finance Documents.
- (c) Paragraph (a) and (b) above does not apply to:
  - (i) Permitted Credit and Guarantees;
  - (ii) any credit allowed in the ordinary course of business of the Customer;
  - (iii) the endorsement of negotiable instruments in the ordinary course of business of the Customer; or
  - (iv) any performance or similar bond guaranteeing performance by it under any contract entered into in the ordinary course of business of the Customer.

#### 8.9 Merger

- (a) The Customer shall not enter into any amalgamation, demerger, merger or corporate reconstruction.
- (b) Paragraph (a) above does not apply to any sale, lease, transfer or other disposal permitted pursuant to paragraph 8.6 (*Disposals*).

#### 8.10 Change of business and ownership

- (a) The Customer shall procure that no substantial change is made to the general nature of the business of any Obligor or any other member of the Group from that carried on at the date of these Master Terms.
- (b) The Customer shall ensure that there will be no change to the Customer's constitution or ownership or shareholding, whether by sale or admission or resignation by a partner /

shareholder, or change of name, or material change of senior management or any other material change, without prior written approval of the Bank.

#### 8.11 Anti-Corruption Laws

- (a) The Customer shall not directly or indirectly use the proceeds of any Finance for any purpose which would breach any anti-corruption laws applicable to it.
- (b) The Customer shall (and shall ensure that each other Obligor shall):
  - (i) conduct their businesses in compliance with anti-corruption laws;
  - (ii) maintain policies and procedures designed to promote and achieve compliance with such laws; and
  - (iii) ensure that it will not at any time offer, promise, pay or arrange for payment or giving of a bribe or any benefit, advantage or anything of value to any public official, individual, entity or any other third party in exchange for an improper advantage in any form either directly or indirectly, for the purposes of the performance of its obligations herein.

#### 8.12 Arm's length basis

The Customer shall not (and shall procure that no other Obligor shall) enter into any transaction with any person except on arm's length terms and for full market value.

#### 8.13 Event of Default

- (a) The Customer shall (and shall ensure each other Obligor shall) notify us of any Event of Default (and the steps, if any, being taken to remedy it) promptly on the Customer (or any other Obligor) becoming aware of its occurrence.
- (b) The Customer shall, promptly on request by us, supply a certificate certifying that no Event of Default is continuing (or, if an Event of Default is continuing, specifying the Event of Default and the steps, if any, being taken to remedy it).

#### 8.14 Taxation

The Customer shall (and shall ensure each other Obligor shall) pay and discharge all Taxes payable by the Customer (and them) within the time period allowed without incurring penalties unless and only to the extent that:

- (a) such payment is being contested in good faith; and
- (b) such payment can be lawfully withheld and failure to pay those Taxes does not have or is not reasonably likely to have a Material Adverse Change.

#### 8.15 Pari passu ranking

The Customer shall (and shall ensure that each other Obligor shall) ensure that at all times any unsecured and unsubordinated claims of the Bank against it under the Finance Documents rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors except those creditors whose claims are mandatorily preferred by laws.

#### 8.16 Preservation of assets

The Customer shall maintain in good working order and condition (ordinary wear and tear excepted) all of its assets necessary in the conduct of its business.

#### 8.17 Sanctions

- (a) The Customer shall not permit or authorise any other person to, directly or indirectly, use, finance, make payments of, contribute or otherwise make available, all or any part of the proceeds of any Finance or other transaction(s) contemplated by the Finance Documents to fund any trade, business or other activities:
  - (i) relating to, involving or for the benefit of any Restricted Party; and/or
  - (ii) in any other manner that would reasonably be expected to result in the Customer, any other Obligor or us being in breach of any Sanctions (if and to the extent applicable to either of them) or becoming a Restricted Party.
- (b) The Customer shall not (and ensure that no other Obligor shall) make any payment under any Finance Document with any amount received, directly or indirectly, from any Restricted Party or the subject of any Sanctions.
- (c) The Customer shall (and shall ensure each other Obligor shall) promptly upon becoming aware, provide to us the details of any claim, proceeding, formal notice or investigation with respect to Sanctions relating to any Obligor or any of officer or director of any Obligor (if applicable).
- (d) The Customer shall (and shall ensure each Obligor shall) comply in all respects with Sanctions.

#### 8.18 Shari'ah compliant Insurance (Takaful)

- (a) The Customer shall insure all the Customer's insurable assets to the satisfaction of the Bank against all insurable risks to which the Customer and the Customer's assets are normally exposed in the operation of the Customer's business.
- (b) The Customer shall punctually pay the premium/contributions due for such policies and, if required by the Bank, cause the interest of the Bank to be noted on the policies of Shari'ah compliant insurance ("Takaful"). The Bank shall have the right to debit the Customer's account with any amounts payable in respect of any insurance, Takaful or property valuation report, as and when such payments are required.

#### 8.19 Information

- (a) The Customer shall, promptly on the Bank's request, provide to the Bank constitutional documents of any Obligor and each other member of the Group, including any variation of such documents.
- (b) The Customer shall furnish or cause to be furnished to us such reports and information we shall reasonably request. We shall have the right to furnish such information to our Affiliates, regulators, service providers, consultants, credit and collection agencies, potential transferees, assignees, sub-participants of our exposure to the Customer and other third parties with a legitimate interest in the information including national and international lending agencies.
- (c) The Customer shall promptly inform us of any change in the information or documents provided to us at the time of submitting an application for a Finance.

- (d) The Customer shall, upon on a reasonable prior notice from us and its working hours, allow and authorise the Bank and its representatives, including engineers, technical consultants, and other appointed officials, to visit, inspection and access any relevant site, premises, office, warehouse, or facility of the Customer or any other location where any good or assets financed, leased, imported or purchased through the Bank or proceeds of a Finance are kept or stored. The Customer shall also promptly provide all documents and information and al assistance as reasonably requested by the Bank in this regard.
- (e) The Customer shall give notice of the occurrence or non-occurrence of any event that is reasonably likely to have a Material Adverse Change promptly on becoming aware of the occurrence or non-occurrence of the event.
- (f) The Customer shall pay to us all applicable fees, costs, charges and expenses in connection with the provision of a Finance to the Customer. Details of such fees, costs, charges and expenses are set out in the relevant FOL or our Tariff of Charges.
- (g) The Customer shall (and shall ensure each other Obligor shall) give notice to us of the occurrence of any event that is reasonably likely to have a Material Adverse Change promptly on the Customer (or them) becoming aware of the occurrence of that event.
- (h) The Customer shall (and shall ensure each other Obligor shall), promptly upon the receipt of any order, judgment, attachment, or other legal proceedings or order directing the Customer or any other Obligor to become a party to any proceedings by or before any court, regulator, committee or arbitrator, or upon the occurrence of any other event, which might have a Material Adverse Change, notify us and provide such other information as requested by us.
- (i) The Customer shall deliver to the Bank such information concerning the Customer's business and financial affairs as the Bank may reasonably request at any time, and without further demand will deliver to the Bank the Customer's:
  - (i) annual audited financial statements (including balance sheet and profit and loss account) prepared in accordance with IFRS consistently applied and audited by an auditor acceptable to the Bank within ninety (90) days of the end of each financial year; and
  - (ii) half-yearly management accounts and signed by its chief finance officer and a director or other representative of the Customer within ninety (90) days of the end of each financial half-year.
- (j) The Customer shall co-operate with and assist the Bank, as and when the Bank decides to exercise its right to approach the Customer's auditor(s) to seek any clarification or further information about the Customer's financial statements and affairs. The Customer hereby confirms and acknowledges the right of the Bank to approach the Customer's auditor(s) for the aforementioned purpose and hereby authorises the Bank to do so. The Bank will keep the Customer informed of any correspondence with the Customer's auditor(s).
- (k) If we are obliged for any reason to comply with "know your customer" or similar identification procedures in circumstances where the necessary information is not already available to us, the Customer shall, promptly on our request, supply such documentation and other evidence as is reasonably requested by us.

## 8.20 Shari'ah compliance

- (a) The Customer shall not (and shall ensure that no other Obligor shall) raise any objection as to matters of compliance with Shari'ah in respect or otherwise in relation to any of the provisions of any Finance Document after such Finance Document has been duly executed.
- (b) The Customer acknowledges and agrees any terminology used in any of the Finance Documents which is not manifestly compliant with Shari'ah principles (as determined by the ISSC in accordance with the HSA guidelines and the Shari'ah Standards) shall not affect the Shari'ah compliance of any of Finance Documents or any Finance, and such terminology shall be construed in such context as assisting with the interpretation and meaning of the relevant provisions only.

#### 8.21 Purpose

The Customer shall utilise the Finances made available to the Customer solely for the relevant Approved Purpose.

#### 8.22 Further Assurance

- (a) The Customer shall (and shall ensure that the other Obligors shall) promptly execute and deliver any and all further agreements, documents, instruments and other writings that we may reasonably request to perfect and/or cure (in line with Shari'ah guidelines) any defect in the execution and delivery of any Finance Document and/or any related documentation or more fully to describe particular aspects of the agreements set forth or intended to be set forth in any Finance Document and/or related documentation.
- (b) The Customer shall bear, and immediately on our demand reimburse us, any and all actual costs and charges, government levies, duties and fees (including but not limited to fee for legal consultants and other advisors) in connection with the Finance, irrespective of whether or not the Customer has signed any Finance Document.

### 9. SECURITY

- 9.1 As security for the Customer's obligations under any of the Finance Documents and the fulfilment of all of the Customer's obligations under any of the Finance Documents the Customer shall (or, as applicable, procure the Security Provider(s) shall) execute and deliver and maintain in effect the Security constituted or to be constituted under each of the Security Documents.
- 9.2 If, in our sole opinion, any Security provided to us pursuant to any Security Document proves to be inadequate or loses its value or is destroyed or is the subject of a sale, lease, condemnation, seizure, taking, appropriation or any similar event, we shall be entitled to demand additional Security satisfactory to us and if any additional Security is demanded by us, the Customer shall provide (or procure) the additional Security within five (5) Business Days of the date of our demand.
- 9.3 The Customer shall (and shall ensure each other Security Provider shall), at the Customer's (or their) own cost, in relation to any Security Document, promptly do all such acts, make any filing or registration of or sign, seal, notarise, execute and/or deliver such instruments or other documents as may be required under any applicable laws (as we may require (acting reasonably)) and in such form as we may require (acting reasonably):
  - (a) to create, perfect and/or protect the Security intended to be created under or evidenced by the Security Documents;
  - (b) to maintain the Security thereby intended to be created or the ranking intended to be created by the Security Documents;

- (c) to protect and maintain the exercise of any and all rights, powers, authorities and discretions intended to be vested in us by or in accordance with the Security Documents;
- (d) to execute and/or acknowledges any assignment and/or transfer of our rights and/or obligations under the Security Documents which has been undertaken in accordance with the Finance Documents; and/or
- (e) following the delivery to the Customer of a notice pursuant to Clause 10.16, to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security Documents,

including, without limitation, entering into such new Security Documents and taking all such other acts as the Bank (acting reasonably) may specify.

## 10. EVENTS OF DEFAULT AND TERMINATION

Each of the events or circumstances set out in this paragraph 10 is an Event of Default (save for paragraph 10.16).

### 10.1 Non-payment

The Customer or any other Obligor does not pay on the due date any amount payable pursuant to a Finance Document at the place and in the currency in which it is expressed to be payable.

### 10.2 Misrepresentation

Any representation, warranty or statement made or deemed to be made by the Customer or any Obligor in the Finance Documents or any other document delivered by or on the Customer's (or any other Obligor's) behalf under or in connection with any Finance Document is or proves to have been incorrect, untrue, incomplete, or misleading when made or when deemed to have been repeated or the Customer fails to disclose any material information to us.

### 10.3 Other obligations

The Customer or any other Obligor fails to perform or observe any of their obligations, covenants (including any financial covenants), undertakings or agreements in any Finance Document or other agreement or document executed or given in connection with the Finance Documents.

### 10.4 Cross default

- (a) Any Financial Indebtedness of any Obligor is not paid when due nor within any originally applicable grace period;
- (b) Any Financial Indebtedness of any Obligor is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (howsoever described);
- (c) Any commitment for any Financial Indebtedness of any Obligor is cancelled or suspended by a creditor of any Obligor as a result of an event of default (howsoever described);
- (d) Any Security granted by the Customer or any other Obligor in respect of any obligation is enforced by a creditor of any Obligor or becomes capable of being enforced; or

- (e) Any creditor of any Obligor becomes entitled to declare any Financial Indebtedness of any Obligor due and payable prior to its specified maturity as a result of an event of default (howsoever described).
- (f) No Event of Default will occur under this paragraph 10.4 if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness falling within paragraphs (a) to (e) above is less than the Cross Default Threshold (or its equivalent in any other currency or currencies).

#### 10.5 Insolvency

- (a) Any Obligor:
  - (i) suspends payment of any obligation owed by that Obligor or is unable, or admits inability, to pay such obligations as they fall due; or
  - (ii) is deemed to, or is declared to, be unable to pay any obligations owed by that Obligor; or
  - (iii) begins negotiations with any creditor due to financial difficulties with a view to the readjustment or rescheduling of any indebtedness of that Obligor; or
  - (iv) proposes or enters into preventative composition or other composition or arrangement for the benefit of creditors generally or any class of creditors; or
  - (v) becomes insolvent, or fails to comply with a statutory demand under any applicable laws;
- (b) The value of the assets of any member of the Group is less than its liabilities (taking into account contingent and prospective liabilities).
- (c) A moratorium is declared in respect of any indebtedness of any member of the Group.

#### 10.6 Insolvency Proceedings

- (a) Any action, proceedings, procedure or step is taken for:
  - (i) the suspension of payments, winding up, dissolution, administration or reorganisation (using a voluntary arrangement, scheme of arrangement, restructuring or otherwise) of any member of the Group;
  - (ii) a composition, compromise, assignment or arrangement with any creditor of any member of the Group;
  - (iii) enforcement of any Security over any assets of any Obligor; or
  - (iv) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any member of the Group or any of its assets.
- (b) Any event occurs in relation to any Obligor that is analogous to those set out in paragraph (a) above.

- (c) An event or circumstance referred to in this paragraph 10.6 shall not apply to any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within sixty (60) days of commencement or, if earlier, the date on which it is advertised.

#### 10.7 Creditors Process

An administrative order or a judgment is issued by a competent court or authority within any jurisdiction against any Obligor or an order or judgment is issued for the attachment of assets of any Obligor, or an order or judgment is issued which results in a Material Adverse Change in the assets or financial condition of any Obligor and which judgment, order or attachment is not discharged or released within thirty (30) days.

#### 10.8 Cessation of business

An Obligor suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business except as a result of any disposal allowed under the Finance Documents or takes steps to dissolve, liquidate, or restructure its operations.

#### 10.9 Unlawfulness and invalidity

- (a) It is or becomes unlawful for any Obligor to perform any of their obligations under the Finance Documents.
- (b) Any obligation of an Obligor under any Finance Documents is not or ceases to be legal, valid, binding or enforceable.
- (c) Any Finance Document ceases to be in full force and effect, or any Security created or expressed to be created or evidenced by the Security Documents ceases to be legal, valid, binding, enforceable or effective or is alleged by a party to it (other than us) to be ineffective.

#### 10.10 Expropriation

The authority or ability of any Obligor to conduct its business is limited or wholly or substantially curtailed by any seizure, expropriation, nationalisation, compulsory acquisition, intervention, restriction or other action by or on behalf of any governmental, regulatory or other authority in relation to any Obligor or any of its assets or the shares in any Obligor and such event (taking into account any compensation or payment received in respect thereof) has or in the reasonable opinion of the Bank is reasonably expected to have a Material Adverse Change.

#### 10.11 Authorisation

Any Authorisation necessary to enable the Customer to conduct its business or to comply with its obligations under any Finance Document is revoked.

#### 10.12 Litigation

Any litigation, arbitration, administrative, governmental, regulatory or other investigation, proceeding or dispute is commenced or threatened, or any judgment or order of a court, arbitral body or agency is made:

- (a) in relation to the Finance Documents or the transactions contemplated in the Finance Documents; or
- (b) otherwise against any Obligor, or any assets of any Obligor,

which (in each case) if adversely determined has or could have a Material Adverse Change.

10.13 Material Adverse Change

Any event or circumstance occurs which we reasonably believe has or is reasonably likely to have a Material Adverse Change.

10.14 Credit Rating

The Customer's credit rating is downgraded by two or more levels by any major rating agency or, in case the Customer merges with or into a different entity (where approved by the Bank), the resulting entity's credit rating is lower by two or more levels than the Customer's credit rating.

10.15 Change in legislation

There is a material change in any relevant legislation, any regulation, industry practice or jurisprudence which, in the opinion of the Bank, renders the continuation of any Finance Document burdensome for the Bank, notably by decreasing the Bank's profit margins or increasing the Bank's regulatory obligations, credit risk or costs, in each case as determined by the Bank.

10.16 Acceleration

At any time after the occurrence of an Event of Default which is continuing, without prejudice to our rights and remedies under Applicable Law and the Finance Documents, we may by written notice to the Customer:

- (a) declare all or any of the Finances made available to the Customer as terminated, whereupon the availability of the Finances shall terminate immediately;
- (b) subject to the terms of the relevant Finance Document, declare the amounts outstanding pursuant to any Finance Document to be immediately due and payable, whereupon they shall become immediately due and payable;
- (c) sell, transfer or dispose of any collateral under a Security Document and any of the Customer's assets to which we hold title under any Finance or Finance Documents at a price we deem appropriate in our sole discretion;
- (d) exercise our rights, remedies, powers or discretions under any Finance Document and any other agreement;
- (e) take any other action permitted by Applicable Law or any other Finance Document; and/or
- (f) date and encash any cheque submitted by the Customer to us and apply the proceeds against the Customer's obligations under the Finance Documents.

11. **SET-OFF**

We may at our sole and absolute discretion at any time and without notice to the Customer apply any:

- (a) sum standing to the credit of the Customer's bank accounts (including the Accounts) whether held with us, our branches, Affiliates or any other entity within our group, or any of the Customer's funds received by us (in each case, of whatsoever description, whether held singly or jointly, wherever located and in whatever currency such accounts be denominated); and/or

- (b) of the Customer's other assets in our, any of our Affiliate's or any other entity within our group's custody or control including but not limited to Shari'ah compliant securities, Sukuk, collateral, shares, shipping documents, banknotes, coins, gold or other valuables and property of whatsoever nature,

in or towards the discharge of any of the Liabilities due to us (whether such obligations are actual or contingent, primary or collateral and joint or several). For the purposes of any set-off, the Bank may convert a currency to another current at the prevailing spot rate of exchange.

## 12. ILLEGALITY

12.1 We may require the Customer to settle any Finance, if:

- (a) any law or regulation is introduced or changed, or there is any change in the way any court or regulatory authority interprets or applies any law or regulation;
- (b) it is necessary to comply with any direction, request, or requirement (whether or not having the force of law) from any monetary agency, central bank, or governmental or regulatory authority; or
- (c) any judgment, order or direction of any court, tribunal, or authority binding on us, makes it unlawful for us to:
  - (i) make any Finance, or allow any Finance to remain outstanding; or
  - (ii) fund or maintain any Finance or allow any Finance to remain outstanding.

12.2 To require settlement under paragraph 12.1, we shall give a notice to the Customer demanding settlement and notify the Customer of the date by which the settlement is to be made. Such date shall either be:

- (a) the next payment date specified in the relevant Finance Documents; or
- (b) a date that we notify the Customer to be the last date for payment under any law, regulation, regulatory requirement, request, judgment, order, or direction specified in paragraph 12.1.

12.3 Any settlement shall be made by the Customer together with all other amounts due and outstanding under these Master Terms and other Finance Documents.

12.4 On the date of the notice given to the Customer in accordance with this paragraph 12, the Finance will no longer be available to the Customer for drawdown or utilisation.

## 13. PAYMENTS

13.1 The Customer shall (and shall procure that all other Obligor shall) make all payments due to us, or demanded by us, under any Finance Document, free and clear of any withholding, set off, counterclaim or deduction, in accordance with the terms of these Master Terms and the relevant Finance Documents.

13.2 Except as expressly stated otherwise in the relevant Finance Documents or required by us in writing, the Customer shall (and shall procure that all other Obligor shall) make payments relating to a Finance in the Approved Currency of that Finance.

13.3 In the event all or any part of any sum due and payable by the Customer under the terms of any Finance Document is not paid ("**Unpaid Sum**") on the due date (the "**Due Date**"), the Customer

- commits to donate on demand by the Bank in addition to such sum or part thereof an additional amount (the “**Commitment to Donation Amount**”) which shall be calculated at the Commitment to Donation Rate specified in the FOL over and above the relevant Applicable Rate specified in the FOL on the Unpaid Sum (or such other amount as notified to the Customer by the Bank). The Commitment to Donation Amount shall be calculated from period beginning on the Due Date and ending on the date upon which the Unpaid Sum is paid in full.
- 13.4 For the purpose of “Commitment to Donation Amount”, the Customer shall be considered a procrastinator until the Customer proves otherwise to the satisfaction of the Bank.
- 13.5 The Commitment to Donation Amount received by the Bank shall be used to pay any actual costs (not to include any opportunity cost or funding costs) incurred by the Bank as a result of the delay in payment of the Unpaid Sum and the remaining amount shall be donated, on behalf of the Customer, to a charity or charities, under the supervision of the ISSC.
- 13.6 All payments due to us under any Finance Document, except as expressly stated otherwise in that Finance Document, shall be made so that each such payment is received by us in cleared funds on or before 10:00 a.m. on the day on which such payment is due to be paid.
- 13.7 Except as expressly stated otherwise in a Finance Document, if we receive a payment insufficient to discharge all the amounts then due and payable by the Customer under a Finance Document, we shall apply that payment towards the Customer’s obligations under that Finance Document in the following order of precedence: (a) firstly, in or towards payment pro rata of any unpaid, fees, costs and expenses under the Finance Documents; (ii) secondly, in or towards payment pro rata of any accrued profit and Variable Rental or any other amounts constituting Rental Payment (other than Fixed Rental) due but unpaid under the Finance Documents; (iii) thirdly, in or towards payment pro rata of any accrued Cost Price and Fixed Rental due but unpaid under the Finance Documents; (iv) fourthly, in or towards payment pro rata of any accrued actual costs and expenses related to the Commitment to Donation Amount due but unpaid under the Finance Documents; (v) fifthly, in or towards payment pro rata of any accrued Commitment to Donation Amount due but unpaid under the Finance Documents; and (vi) sixthly, in or towards payment pro rata of any other sum due but unpaid under the Finance Documents.
- 13.8 We may vary the order set out in paragraph 13.7 at any time in our sole discretion.
- 13.9 A cheque shall be an acceptable form of payment of any amounts due in accordance with the Finance Documents. Any payment by cheque shall only be considered as having been received by us upon the proceeds of such cheque being credited to the relevant account. We may charge the Customer a fee for any cheque presented by the Customer (or on the Customer’s behalf) and which is returned unpaid.
- 13.10 Without prejudice to our rights under paragraph 11 (*Set-off*), the Customer may make elect to make payment of any amounts due under the Finance Documents by way of direct debit from an account maintained with us. The amount to be debited on the payment date shall be the amount specified by the Customer at the time of applying for relevant Finance or the amount specified by the Customer in writing or through instructions given to us. If there are insufficient funds in the account specified by the Customer at the time the direct debit is effected, the Customer authorises us to overdraw that account for the required amount so as to make the direct debit payment.
- 13.11 We may at any time without notice to the Customer debit any Account in settlement of an amount due and payable by the Customer or any other Obligor under the Finance Documents. The Customer irrevocably authorises us to debit any of its Accounts maintained with us for settlement of such amounts (including any fees, costs and expenses in relation to registration of any Finance

Document with the Emirates Integrated Registries Company as and when such fees or charges are incurred).

- 13.12 The payment of any Commitment to Donation Amount is not applicable to the extent that the Customer is insolvent.
- 13.13 Save as set out in a Finance Document, if a payment under any Finance Document is due on a day which is not a Business Day, the due date for that payment shall instead be the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if the next Business Day falls in the succeeding calendar month).
- 13.14 Following the submission of a request by the Customer, we may, in our sole and absolute discretion, agree to defer the payment by the Customer of all or part of any amount payable by the Customer under the Finance Documents. If we agree to the Customer's request, a fee calculated in accordance with our Tariff of Charges will be payable by the Customer. In case of early settlement of a Finance, if any payments in relation to that Finance had been deferred by us on the Customer's request, all such deferred amounts shall be payable on the date of early settlement of that Finance.
- 13.15 The Customer should understand that failure to make any payments in relation to a Finance could result in a negative credit rating and affect the Customer's ability to obtain financing in the future.

#### **14. EARLY SETTLEMENT**

- 14.1 Unless otherwise provided in the Finance Documents, the Customer may, by giving us not less than five (5) Business Days prior notice (or such shorter period as we may agree) make any early settlement in whole or any part of any Finance (but, if in part, being an amount that reduces the amount of the Finance by a minimum amount notified by us).
- 14.2 Any early settlement of any Finance in whole or any part will be subject to payment of early settlement fees set out in our Tariff of Charges.
- 14.3 Unless otherwise agreed by us in writing or specified in the Finance Documents, any notice of early settlement shall be irrevocable and any such early settlement shall be made together with all amounts outstanding under the relevant Finance Documents.
- 14.4 In the event that the Customer makes an early settlement in accordance with this paragraph 14, where applicable to a Finance, we may, in our sole and absolute discretion, award a rebate to the Customer in respect of any profit payable by the Customer in respect of that Finance. If we award such a rebate, we shall refund the Customer of the amount of the rebate and the basis upon which such amount was calculated.

#### **15. INCREASED COSTS**

- 15.1 Subject to paragraph 15.4, the Customer shall, in accordance with the terms of the relevant Finance Documents, pay for our account the amount of any Increased Costs incurred by us as a result of:
  - (a) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation including any new reserve requirements or change in capital adequacy norms;
  - (b) compliance with any law or regulation made or issued, or which is received by, or notified to us;
  - (c) changes in Tax related regulations; or

(d) changes in the Shari'ah Standards.

15.2 In these Master Terms, “**Increased Costs**” means:

- (a) a reduction in the rate of return from the Finance or under a Finance Document or in our overall capital;
- (b) an additional or increased cost; or
- (c) a reduction of any amount due and payable under any Finance Document,

which is incurred or suffered by us to the extent that it is attributable to us having entered into our commitment or funding or performing our obligations under any Finance Document.

15.3 If we intend to make a claim pursuant to paragraph 15.1, we shall promptly notify the Customer of the event giving rise to such claim and provide a certificate confirming and detailing the calculation of the amount of our Increased Costs.

15.4 Paragraph 15.1 does not apply to the extent any Increased Cost is:

- (a) compensated by paragraph 17; or
- (b) attributable to the breach by us of any law or regulation.

## 16. TAXES

16.1 The Customer will (and shall ensure each other Obligor will) make all payments due to us or demanded by us under the Finance Document without any Tax Deduction unless a Tax Deduction is required by law.

16.2 Promptly upon becoming aware that the Customer or any other Obligor must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) the Customer shall (and shall procure that the other Obligors shall) notify us accordingly.

16.3 If the Customer (or any other Obligor) are obliged by law to make any Tax Deduction, the Customer will (or procure that the relevant Obligor will) pay to us in the same manner and at the same time additional amounts to ensure that we receive a net amount equal to the full amount which we would have received if no such Tax Deduction had been required. The Customer shall deliver to us on demand a certificate of deduction or other evidence satisfactory to us that any amount withheld or deducted has been paid to the proper authority.

16.4 All amounts expressed to be payable under the Finance Documents by the Customer and any other Obligor shall be deemed to be exclusive of any Indirect Tax. If any Indirect Tax is chargeable on any supply made by us to the Customer or any other Obligor in connection with any Finance Document, the Customer shall (and shall procure that the relevant Obligor shall) also pay to us (in addition to and at the same time as paying the consideration for such supply) an amount equal to the amount of the Indirect Tax.

16.5 Where a Finance Document requires the Customer or any other Obligor to reimburse or indemnify us for any fee, cost, expense or any other amount, the Customer shall reimburse or indemnify (as the case may be) us for the full amount of such fee, cost, expense or other amount, including such part thereof as represents Indirect Tax.

## 17. INDEMNIFICATION

- 17.1 The Customer shall within three (3) Business Days of demand, indemnify us and each of our directors, officers, employees and duly appointed representatives and agents (together, the “**Compensated Persons**”) against any actual cost, loss or liability (excluding opportunity cost and loss) properly and directly incurred by us as a result of:
- (a) entry by us into any Finance Document or any other agreement or contract relating thereto;
  - (b) the provision by us of any Finance to the Customer;
  - (c) the occurrence of any Event of Default;
  - (d) a failure by any Obligor to pay any amount due under a Finance Document on its due date;
  - (e) any default by any Obligor in the performance of any of the obligations expressed to be assumed by such Obligor in the Finance Documents to which such Obligor is a party or any other agreement or contract relating thereto;
  - (f) funding, or making arrangements to fund, our participation in, or entering, or making arrangements to enter, into transactions under, a Finance requested by the Customer but not made by reason of the operation of any one or more of the provisions of the Finance Documents (other than by reason of our default or negligence);
  - (g) the exercise by us of any of the rights, powers, discretions, authorities and remedies vested in us under or by the Finance Documents;
  - (h) acting or relying on any notice, request, or instruction from any Obligor which we reasonably believe to be genuine, correct and appropriately authorised; or
  - (i) the taking, holding, protection or enforcement of Security under the Security Documents.
- 17.2 If we are or will be subject to any liability, or required to make any payment, for or on account of Tax in relation to a sum received or receivable (or any sum deemed for the purposes of Tax to be received or receivable) under a Finance Document, the Customer shall, within three (3) Business Days of demand by us, pay to us an amount equal to the actual loss, liability or cost which we determine will be or has been (directly or indirectly) suffered for or on account of Tax by us in respect of a Finance Document.
- 17.3 Paragraph 17.2 shall not apply:
- (a) with respect to any Tax assessed on us under the law of the UAE, if that Tax is imposed on or calculated by reference to the net income received or receivable (but not any sum deemed to be received or receivable) by us; or
  - (b) to the extent a loss, liability or cost is compensated for by an increased payment under paragraph 15.
- 17.4 If any sum due from any Obligor under the Finance Documents (a “**Sum**”), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the “**First Currency**”) in which that Sum is payable into another currency (the “**Second Currency**”) for the purpose of:
- (a) making or filing a claim or proof against that Obligor; or

- (b) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

the Customer shall as an independent obligation, within three (3) Business Days of demand, indemnify us against any actual cost, loss or liability properly and directly arising out of or as a result of the conversion including any discrepancy between: (i) the spot rate of exchange used to convert that Sum from the First Currency into the Second Currency; and (ii) the spot rate or rates of exchange available to that person at the time of its receipt of that Sum.

- 17.5 The Customer shall pay and, within three (3) Business Days of demand, indemnify us against any actual cost, loss or liability that we incur in relation to all stamp duty, registration and other similar Taxes payable in respect of any Finance Document.
- 17.6 The Customer's indemnification obligations under these Master Terms shall survive the termination of any Finance Document (including these Master Terms) and shall constitute as the Customer's separate and independent obligation.
- 17.7 The Customer's obligations under any Finance Document to indemnify us shall not apply to the extent arising due to our fraud, gross negligence or wilful misconduct as finally and judicially proven.

## 18. VAT

- 18.1 All amounts expressed to be payable under any Finance Document by any Obligor to us which (in whole or in part) constitute the consideration for any supply for VAT purposes are deemed to be exclusive of any VAT which is chargeable on that supply, and, accordingly, subject to paragraph 18.2 below, if VAT is or becomes chargeable on any supply made by the Bank to any Obligor under a Finance Document and the Bank is required to account to the relevant tax authority for the VAT, that Obligor must pay to the Bank (in addition to and at the same time as paying any other consideration for such supply) an amount equal to the amount of the VAT.
- 18.2 Where a Finance Document requires any Obligor to reimburse or indemnify the Bank for any cost or expense, that Obligor shall reimburse or indemnify (as the case may be) the Bank for the full amount of such cost or expense, including such part thereof as represents VAT, save to the extent that the Bank reasonably determines that it is entitled to credit or repayment in respect of such VAT from the relevant tax authority.
- 18.3 In relation to any supply made by the Bank to any Obligor under a Finance Document, if requested by the Bank, that Obligor must promptly provide the Bank with details of its VAT registration and such other information as is reasonably requested in connection with the Bank's VAT reporting requirements in relation to such supply.

## 19. COSTS AND EXPENSES

### 19.1 Transaction expenses

The Customer shall within three (3) Business Days of receipt of demand from us pay us the amount of all reasonable actual costs and expenses (including reasonable legal fees) properly incurred by us in connection with the negotiation, preparation, printing, execution and perfection of:

- (a) the Finance Documents, any other documents referred to in the Finance Documents and the Security created pursuant to the Security Documents (including any fees, costs and expenses in relation to registration of any Finance Document with the Emirates Integrated Registries Company); and

- (b) any other Finance Documents entered into after the date of execution of these Master Terms.

#### 19.2 Amendment costs

If any Obligor requests an amendment, waiver, or consent, the Customer shall, within three (3) Business Days of receipt of demand from us, reimburse us for the amount of all reasonable actual costs and expenses (including reasonable legal fees) properly incurred by us in responding to, evaluating, negotiating or complying with that request or requirement.

#### 19.3 Enforcement costs

The Customer shall, within three (3) Business Days of demand from us, pay to us the amount of all actual costs and expenses (including legal fees) incurred by us in connection with the enforcement of, or the preservation of any rights under, any Finance Document or the Security created under the Security Documents and with any proceedings instituted by or against us as a consequence of it entering into any Finance Document, taking or holding the Security, or enforcing our rights thereunder or in respect thereof.

### 20. NOTICES

- 20.1 Each notice, or other communication required to be given under any Finance Document shall, subject to paragraph 20.2, be in writing, delivered personally or sent by ordinary mail or email.
- 20.2 In respect of any notification or communication to the Customer or any other Obligor, we may use the Notification Channels or such other form of notification as determined by us from time to time.
- 20.3 The address and email (and the department or officer, if any, for whose attention the communication is to be made) of the Bank and the Obligors for any communication or document to be made or delivered under or in connection with the Finance Documents is that identified in the Finance Document (and if not identified, in the case of the Obligors, the address of that Obligor in our records) or any substitute address or email or department or officer as an Obligor may notify us or we may notify any Obligor by not less than five (5) Business Days' notice.
- 20.4 Any notice or other communication that we give to the Customer or any other Obligor shall be deemed to have been received by the Customer or that Obligor:
  - (a) if sent by email, on the day it is transmitted/sent;
  - (b) if given by hand, on the day of actual delivery; and
  - (c) if posted by registered mail, five (5) Business Days after the day it was sent by registered mail.
- 20.5 Any communication, notice or document to be made or delivered to us will be effective only when actually received by us and then only if it is expressly marked for the attention of the department or officer identified by us (or any substitute department or officer as we shall specify for this purpose).
- 20.6 Any notice given under or in connection with any Finance Document must, unless otherwise required by us, be in English.
- 20.7 All other documents provided under or in connection with any Finance Document must be:
  - (a) in English; or

- (b) if not in English, and if so, required by us, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

20.8 We are authorised to act without further enquiry upon any instruction or communication received by us by email which we reasonably believes in good faith to be an instruction or communication given or made by any Obligor or any person authorised by any Obligor to give instructions or make other communications by email on their behalf and is entitled to treat any such instruction or communication as fully authorised by and binding upon the relevant Obligor regardless of the circumstances prevailing at the time such instruction or communication is given or made. The Customer shall defend indemnify and hold us and our officers, directors, employees, representatives, and agents harmless on demand from and against any actual cost, claim, loss, expense (including legal fees) or liability which any of them may reasonably incur or sustain by reason of having acted upon any such instruction or communication.

## 21. CALCULATIONS AND CERTIFICATES

### 21.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with a Finance Document, the entries made in the accounts maintained by us are *prima facie* evidence of the matters to which they relate.

### 21.2 Certificates and determinations

Any certification or determination by us of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

### 21.3 Calculations

Any calculation made by us in connection with any Finance Document shall, in the absence of manifest error, be conclusive and binding on all Obligors.

### 21.4 Statement of Account

Any notice or communication by us to the Customer through any Notification Channel or any statement of accounts sent to the Customer by us, or made available online or otherwise, showing the details of any transaction or any amounts outstanding and payable by the Customer is, in the absence of manifest error, conclusive evidence of the transaction and/or the outstanding and payable amounts. Any dispute in relation to thereto must be notified to us within thirty (30) days, failing which it shall be deemed that the Customer has accepted all transactions and amounts outstanding and payable by the Customer to us as notified to the Customer through any Notification Channel or any statement of account.

## 22. PARTIAL INVALIDITY

If, at any time, any provision of any Finance Document is or becomes illegal, invalid, or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of any other Finance Document nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

## **23. REMEDIES AND WAIVERS**

No failure to exercise, nor any delay in exercising, on our part, any right or remedy under a Finance Document shall operate as a waiver of any such right or remedy or constitute an election to affirm any of the Finance Documents. No election to affirm any Finance Document on our part shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in each Finance Document are cumulative and not exclusive of any rights or remedies provided by law.

## **24. AMENDMENT**

Any amendment to a Finance Document shall be in writing and signed by, or on behalf of, us and the Obligor party to that Finance Document.

## **25. ASSIGNMENTS AND TRANSFERS**

25.1 We may, without the prior written consent of any Obligor, at any time assign any of our rights under the Finance Documents or transfer all of our rights or obligations under the Finance Documents or grant a sub-participation to any person or to another bank or financial institution.

25.2 The Customer shall not (and procure no other Obligor shall) assign any of the Customer's (and their) rights under the Finance Documents or transfer any of the Customer's (and their) rights or obligations under the Finance Documents without our prior written consent in writing.

25.3 Any assignment or transfer pursuant to this paragraph 25 shall be in accordance with Shari'ah Standards.

## **26. FATCA**

### **26.1 FATCA Information**

(a) Subject to paragraph (c) below, the Customer shall, within three (3) Business Days of a reasonable request by the Bank

(i) confirm to the Bank whether it is a:

(A) a FATCA Exempt Party; or

(B) not a FATCA Exempt Party;

(ii) supply to the Bank such forms, documentation and other information relating to its status under FATCA as the Bank reasonably requests for the purposes of its compliance with FATCA; and

(iii) supply to the Bank such forms, documentation and other information relating to its status as the Bank reasonably requests for the purposes of its compliance with any other law, regulation, or exchange of information regime.

(b) If the Customer confirms to the Bank pursuant to paragraph (a)(i) above that it is a FATCA Exempt Party and it subsequently becomes aware that it is not or has ceased to be a FATCA Exempt Party, the Customer shall notify the Bank promptly.

- (c) Paragraph (a) above shall not oblige the Bank to do anything which would or might in its reasonable opinion constitute a breach of any law or regulation, any fiduciary duty, or any duty of confidentiality.
- (d) If the Customer fails to confirm whether or not it is a FATCA Exempt Party or to supply forms, documentation or other information requested in accordance with paragraph (a)(i) or (ii) above (including, for the avoidance of doubt, where paragraph (c) above applies), then the Customer shall be treated for the purposes of the Finance Documents (and payments under them) as if it is not a FATCA Exempt Party until such time as the Customer provides the requested confirmation, forms, documentation or other information.

## 26.2 FATCA Deduction

The Bank may make any FATCA Deduction it is required to make by FATCA, and any payment required in connection with that FATCA Deduction, and the Customer shall be required to increase any payment in respect of which it makes such a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction. The Customer shall promptly, upon becoming aware that it must make a FATCA Deduction (or that there is any change in the rate or the basis of such FATCA Deduction), notify the Bank to whom it is making the payment.

## 27. COUNTERPARTS

A Finance Document may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of that Finance Document.

## 28. MISCELLANEOUS

- 28.1 If any of the Finance Documents have been prepared in Arabic and English and where there is a discrepancy between the Arabic and the English texts, and to the extent permissible by law, the English text shall prevail.
- 28.2 If any transaction under any Finance Document involves the conversion of one currency into another, unless otherwise agreed, we shall make such conversions at our then prevailing spot rate of exchange for purchasing or selling the relevant currency, as the case may be, on the date of the exchange.
- 28.3 As per the ongoing regulatory requirements of the Central Bank, we are obliged to comply with the Shari'ah Standards. The Customer irrevocably agrees to forego any rights and remedies that are not compliant with the Shari'ah Standards that would have been available had the Shari'ah Standards not been complied with.
- 28.4 The Customer agrees that (unless otherwise agreed by us in writing), there shall be no return payable by us in respect of any cash collateral posted by the Customer in connection with a Finance Document ("Cash Collateral") and the Cash Collateral shall be held in a non-pay out account.
- 28.5 The Customer hereby authorise us to destroy any and all security cheques, applications and other documents provided to us in connection with the Finance(s) if the Customer fail to collect them within ten (10) days from the date of full settlement of the Finance(s) or the date notified by us to the Customer.

## 29. CONFIDENTIALITY

- 29.1 The terms and conditions of the Finance Documents and any confidential information received in connection with the Finance Documents are and shall remain confidential.

- 29.2 The Customer may disclose these Master Terms and the other Finance Documents to the Customer's attorneys, accountants, and financial advisors (subject to any such recipient first agreeing to keep the contents of these Master Terms and the other Finance Documents confidential). The Customer agrees to be responsible and liable for any breach by any such recipient of the prohibition on disclosure set out in this paragraph 29.
- 29.3 We are entitled and irrevocably authorised to disclose and furnish any confidential information relating to the Customer, any other Obligor, the Finance Documents, the Finance, including the financial information of any Obligor, to:
- (a) to any of our Affiliates and any of our or their officers, directors, employees, professional advisers, auditors and/or partners as we shall consider appropriate if any person to whom the confidential information is to be given pursuant to this paragraph (a) is informed in writing of its confidential nature and that some or all of such confidential information may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by requirements of confidentiality in relation to the confidential information;
  - (b) to any person:
    - (i) to (or through) whom we assign or transfer (or may potentially assign or transfer) all or any of our rights and/or obligations under one or more Finance Documents and to any of that person's Affiliates and professional advisers;
    - (ii) with (or through) whom we enter into (or may potentially enter into), whether directly or indirectly, any sub-participation in relation to, or any other transaction under which payments are to be made or may be made by reference to, one or more Finance Documents and/or one or more Obligors and to any of that person's Affiliates and professional advisers;
    - (iii) appointed by us or by a person to whom paragraph (b)(i) or (b)(ii) above applies to receive communications, notices, information or documents delivered pursuant to the Finance Documents on our behalf;
    - (iv) who invests in or otherwise finances (or may potentially invest in or otherwise finance), directly or indirectly, any transaction referred to in paragraph (b)(i) or (b)(ii) above;
    - (v) to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any Applicable Law or regulation;
    - (vi) to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes;
    - (vii) to whom information is required to be disclosed in connection with any insurance;
    - (viii) who is a party to a Finance Document;
    - (ix) with the Customer's consent; or
    - (x) any third party with a legitimate interest in the information,

in each case, such confidential information as we shall consider appropriate if, in relation to paragraphs (b)(i) to (iv) and paragraphs b (vii) and (x), the person to whom the confidential information is to be given has entered into a confidentiality agreement with us or such person is subject to professional obligations to maintain the confidentiality of the information;

- (c) any service providers and debt collection agencies provided that such recipient has entered into a confidentiality agreement with us or such person is subject to professional obligations to maintain the confidentiality of the information;
- (d) any person appointed by us or by a person to whom paragraph (b)(i) or (ii) above applies to provide administration or settlement services in respect of one or more of the Finance Documents, such information as may be required to be disclosed to enable such service provider to provide any of the services referred to in this paragraph (e) provided that such recipient has entered into a confidentiality agreement with us or such person is subject to professional obligations to maintain the confidentiality of the information;
- (e) to any rating agency (including its professional advisers) such confidential information as may be required to be disclosed to enable such rating agency to carry out its normal rating activities in relation to the Finance Documents and/or any Obligor if the rating agency to whom the confidential information is to be given is informed of its confidential nature and that some or all of such confidential information may be price-sensitive information; and
- (f) to any person in accordance with paragraph 30.

29.4 The Customer acknowledges that we may at any time make enquiries about the Customer and/or any other Obligor and request any information relating to the Customer and/or any other Obligor that we consider appropriate from the Central Bank, any financial institution, credit bureau or reference agency (including the Al Etihad Credit Bureau) or any other source that we consider necessary, to assess the Customer's and/or any other Obligor's ability to meet the Customer's and their commitments under the Finance Documents or otherwise. The Customer (and shall procure each other Obligor) authorise us (and our Affiliates and service providers acting on our behalf) to make such enquiries and obtain such information.

29.5 Full details on how we may use the Customer's information, are set out in our privacy policy available on the Website (as updated from time to time).

29.6 We will process all personal data and other information relating to the Customer and any Obligor in accordance with applicable data protection laws and our privacy policy available on the Website (as updated from time to time). The Customer acknowledges and agrees that such processing may include the collection, storage, use, disclosure and transfer of information (including cross-border transfers where permitted by law) for the purposes of performing our obligations under the Finance Documents, complying with applicable laws and regulations, and maintaining our legitimate business and risk management operations

### 30. CREDIT BUREAU CONSENT

30.1 In order to comply with Applicable Law and for purposes of managing the Customer's account(s) with us and the transactions contemplated under the Finance Documents, the Customer hereby irrevocably and unconditionally agree, consent and authorise us and any of our authorised representatives, agents or third-party service providers, at our sole and absolute discretion, to:

- (a) collect, seek, obtain, confirm and keep updated all information relating to the Customer and any other relevant persons ("**Relevant Persons**"), details of the Customer's accounts,

statements, loans, finances, current and previous credit card, borrowing transactions, repayment history and default (if any) (collectively, the “**Information**”); and

- (b) disclose and exchange the Information with any government and/or quasi government authority and/or credit information entities, including but not limited to the AI Etihad Credit Bureau, any governmental or regulatory authority or any other third party.

30.2 The Customer hereby undertake to regularly provide us with the requested Information above and keep any Information up to date.

30.3 The Customer also hereby irrevocably and unconditionally consent to and authorises us (or any of its authorised representatives, agents or third-party service providers) to collect, seek, obtain, confirm all information relating to any and all invoices in connection with the Finances (“**Invoice Information**”) and to disclose, share and/or upload such Invoice Information in any relevant database.

### 31. APPLICABLE RATE

31.1 The Applicable Rate will be notified to the Customer in the FOL(s) or any other Finance Document.

31.2 The Applicable Rate will either be fixed for the period stated in the Finance Documents or variable meaning it will be based on a benchmark rate plus a margin (or a combination of both).

31.3 If the Customer has a Finance where the Applicable Rate is based on a benchmark rate, the Applicable Rate may vary from time to time as a result of fluctuations in such benchmark rate.

31.4 Any variation or change by us of the Applicable Rate will be notified to the Customer (through any Notification Channels utilised by us) and be conclusive and binding on the Customer and all other Obligors.

### 32. CHANGES TO THESE MASTER TERMS AND TARIFF OF CHARGES

We may, at any time, at our sole discretion, amend, modify, vary, or replace these Master Terms our Tariff of Charges by issuance of a sixty (60) days prior notice to the Customer via any of the Notification Channels.

### 33. GOVERNING LAW AND JURISDICTION

33.1 These Master Terms, including any non-contractual obligations arising out of or in connection with them, will be governed by the Governing Laws, save in each case to the extent that any such laws conflict with the principles of Shari'ah as set out in the latest publication of the Shari'ah Standards by AAOIFI and resolutions, directives and guidelines of the HSA, as determined and interpreted by the Internal Shari'ah Supervision Committee of the Bank.

33.2 The Customer and we agree that:

- (a) the courts of the Applicable Jurisdiction have exclusive jurisdiction to settle any dispute arising out of or in connection with these Master Terms (including a dispute relating to the existence, validity or termination of these Master Terms or any non-contractual obligation arising out of or in connection with these Master Terms) (“**Dispute**”);
- (b) the courts of the Applicable Jurisdiction are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary; and

- (c) paragraphs (a) and (b) above are for our benefit only. As a result, we shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, we may take concurrent proceedings in any number of jurisdictions.

#### 34. WAIVER OF IMMUNITY

The Customer irrevocably waives generally all immunity the Customer or the Customer's assets or revenues may otherwise have in any jurisdiction in relation to any proceedings arising out of or in connection with the Finance Documents, including immunity in respect of:

- (a) the giving of any relief by way of injunction or order for specific performance or for the recovery of assets or revenues; and
- (b) the issue of any process against the Customer's assets or revenues for the enforcement of a judgment or, in an action in rem, for the arrest, detention or sale of any of the Customer's assets and revenues.

#### 35. WAIVER OF INTEREST

The Customer and we recognise and agree that the principle of the payment of interest is prohibited under Shari'ah and accordingly, to the extent that any legal system would (but for the provisions of this paragraph) impose (whether by contract or by statute) any obligation to pay interest, the Customer and us hereby irrevocably and unconditionally expressly waive and reject any entitlement to recover interest from each other.

## SECTION B: PRODUCT TERMS - AUTO FINANCE (MURABAHA)

This Section applies only to Murabaha auto Finance. Key words used in this Section are explained at the end of these Master Terms in Section E (Interpretation and Key Words) and in the Finance Documents relating to the Murabaha auto Finance.

### 1. TERMS APPLICABLE TO SALE OF VEHICLE

- (a) The Company acknowledges and agrees that each Purchase Offer and Promise to Purchase is irrevocable and that the Company shall not be entitled to revoke any Purchase Offer and Promise to Purchase under any circumstances. The Company shall indemnify us for any actual costs and expenses (excluding any opportunity cost, cost of funding, penalty, interest or an amount similar to interest or penalty owed to or for us) incurred by us as a result of a breach by the Company of this paragraph.
- (b) The Company shall pay the Security Margin to us, or if required by us, to the supplier / dealer of the Vehicle on our behalf, at the same time the Company sends a Purchase Offer and Promise to Purchase to us or on such other date as notified by us to the Company.
- (c) In the event that we have purchased the Vehicle in pursuance of the Company's Purchase Offer and Promise to Purchase and the Company does not purchase the Vehicle from us, if we incur any loss, we shall be entitled to retain any Security Margin paid by the Company to the extent of that loss and return the balance Security Margin (if any) to the Company. We shall also have the right (but not the obligation) to sell the Vehicle(s) to any third party. Where the proceeds of such sale exceeds the Sale Price, the excess shall be retained by us.
- (d) The Company agrees that before taking delivery of the Vehicle, the Company will inspect the Vehicle and satisfy itself as to the following:
  - (i) the descriptions and conditions of the Vehicle or any part thereof;
  - (ii) the merchantability, durability, suitability or fitness of the Vehicle or any part thereof for the intended purpose;
  - (iii) the quality of the material or workmanship of the Vehicle or any part thereof;
  - (iv) the conformity of the Vehicle or any part thereof to the provisions and specifications contained in the Purchase Offer and Promise to Purchase; and
  - (v) all other matters concerning any item of the Vehicle or any part thereof.
- (e) On taking delivery of the Vehicle, the Company shall promptly issue a receipt confirmation in our favor.
- (f) Title to and risk in the Vehicle shall immediately pass to the Company immediately on execution of the Vehicle Murabaha Agreement by the Company and us, together with all rights and obligations relating to the Vehicle. The Company acknowledges that upon transfer of the title to the Vehicle to the Company, the Company shall:

- (i) be deemed and considered to have accepted the Vehicle unconditionally and without any reservations; and
  - (ii) have no remedy or claim against us in relation to the quality or condition of the Vehicle. The Company waives any claims that it may have against us in relation to the Vehicle.
- (g) The Company will obtain such title to the Vehicle as we have received from the supplier / dealer of the Vehicle and we shall not be deemed to give any warranty or representation whatsoever whether arising by implication, by statute or otherwise and any such warranties or representations are hereby expressly excluded to the fullest extent permitted by law.
- (h) The Company agrees that our liability for any internal, external and/or latent defects in relation to the Vehicle are hereby expressly excluded to the fullest extent permitted by law.
- (i) The Company acknowledges and agrees that the Vehicle purchased by the Company from us under the Vehicle Murabaha Agreement are sold on an “as is, where is” basis and in their existing state, condition, and location, with all faults, subject to all applicable laws from time to time.
- (j) On the date of execution of the Vehicle Murabaha Agreement by the Company and us, we will transfer to the Company all of the warranties (if any) received by us from the supplier / dealer of the Vehicle together with the right to enforce such warranties during the warranty period against the supplier / dealer of the Vehicle.
- (k) The Company shall ensure that the Vehicle remains mortgaged in our favor until such time all amounts under the Finance Documents relating to the Murabaha auto Finance have been paid in full.
- (l) Once all amounts outstanding the Finance Documents relating to the Murabaha auto Finance have been paid in full, we shall, at the Company’s cost, release the mortgage over the Vehicle as soon as reasonably practicable.
- (m) In the event the Vehicle is subject to a total loss, the Company agrees to promptly notify us and provide the following documents in order for us to, at the Company’s cost, release the mortgage over the vehicle:
- (i) accident report from the relevant authority or any such other authorities as notified by us; and
  - (ii) a letter from the insurer confirming that the Vehicle is subject to a total loss and undertaking to pay us the full outstanding amount of the Sale Price, based on the liability letter to be issued by us to the insurer.

## 2. POST DATED CHEQUES

If any post-dated cheques have been provided by the Company to us in respect of any installment of the Sale Price, the Company acknowledges and confirms knowing that the amount of such post-dated cheques may be higher than the amount of the Sale Price and that the Company understands that if we encash such post-dated cheques, after deducting all amounts payable by the Company under the Finance Documents, any excess amount will be refunded back to the Company.

## 3. ADDITIONAL EVENTS OF DEFAULT

If:

- (a) the Company disputes, rejects or revokes any Promise to Purchase; or
- (b) the Vehicle is, at any time, outside the UAE, without our prior consent,

it shall be considered as an Event of Default.

#### 4. ADDITIONAL TERMS

- (a) With effect from the date the Company enters into a Vehicle Murabaha Agreement and until such time any amount is outstanding under the Finance Documents relating to the Murabaha auto Finance, the Company shall ensure that its primary operating account (or such other account as agreed with the Bank) is maintained with the Bank and that all revenues and receipts related to its operations are deposited in such account.
- (b) The Company acknowledges and agrees that we have the right, without providing any prior notice to the Company, to block any of its accounts maintained with us or any of our Affiliates or any credit balance therein in accordance with Clause 11 (Set-Off) of the Master Terms in the event of non-fulfilment by the Company of any term or condition pertaining to any finance facility extended by us to the Company and that we shall have the right to use the blocked funds for settlement of any of the Company's liabilities with us, on any account whatsoever.

## SECTION C: PRODUCT TERMS -FINANCE (IJARAH)

This Section applies only to Ijarah Finance. Key words used in this Section are explained at the end of these Master Terms in Section E (Interpretation and Key Words) and in the Finance Documents relating to the Ijarah Finance. In the case of Ijarah Property Finance (Multiple Drawdowns), these terms apply to each drawdown and to the Leased Asset (or relevant share thereof) financed under that drawdown, in addition to any other provisions in the Transaction Documents relevant to the finance.

### 1. PAYMENT OBLIGATIONS

1.1 Except as otherwise provided in the Lease Agreement, the Company's obligation to pay the Rental Payments in accordance with the Lease Agreement is absolute and unconditional notwithstanding:

- (a) any set-off, counterclaim, recoupment, defence or other right which the Company may have against us or any other person for any reason whatsoever;
- (b) any breach by the Company of any warranty, representation, covenant or undertaking contained in the Lease Agreement or otherwise;
- (c) any defect in our title to the Leased Asset or the quality of the Leased Asset or its merchantability, design, operation or the fitness for purpose;
- (d) an Event of Default occurring;
- (e) the occurrence of any Partial Loss which has occurred as a result of the Company's negligence, wilful misconduct, default or breach by the Company of its obligations under the Finance Documents relating to the Ijarah Finance;
- (f) any interruption or cessation in use, operation or possession of the Leased Asset or any part thereof for whatever reason or cause, unless such is caused by our wilful misconduct or gross negligence; or
- (g) any other matter or circumstance howsoever arising including any defect in execution of the Lease Agreement or any other Finance Document or any provision of the Lease Agreement or any other Finance Document relating to the Ijarah Finance being held to be unenforceable unless such is caused by our gross negligence or wilful misconduct.

### 2. TERMS OF THE LEASE

#### 2.1 Disclaimer of Warranties

Except as expressly provided in the Lease Agreement no warranty, condition, undertaking or term, express or implied, statutory or otherwise as to the supply or performance of the Leased Asset is given or assumed by us and all such warranties, conditions, undertakings and terms are hereby excluded to the fullest extent permitted by law.

#### 2.2 Exclusion of Liability

Except where due to our wilful misconduct or the gross negligence:

- (a) the Company waives any right to a claim (including claims in respect of incidental or consequential damage) or expense caused by the Leased Asset or by loss of use of the Leased Asset by the Company for any reason; and
- (b) we shall not be liable for:

- (i) any defects, either patent or latent, in the Leased Asset or any part thereof;
- (ii) any direct or indirect damage to person or property resulting from such defects: or
- (iii) loss of use of the Leased Asset or interruption to the Company's business, loss of profit, or any consequential or indirect losses caused by such loss of use.

### 2.3 Warranty claims and Indemnity

- (a) For so long as the Company is in possession of the Leased Asset, we hereby authorise the Company to uphold and maintain all of our rights and powers under any warranties or guarantees in respect of the Leased Asset, including (but not limited to) vendor's, manufacturer's, supplier's and dealer's warranties.
- (b) The Company shall indemnify us against actual loss, liabilities, claims, proceedings and damages incurred directly by us directly resulting from any action taken by the Company in accordance with the authority granted in paragraph (a) above (other than as a result of our wilful misconduct or gross negligence).

### 2.4 Quiet Enjoyment

Provided that no Event of Default has occurred, we will not interfere with the Company's quiet use, possession and enjoyment of the Leased Asset for the duration of the Lease Term.

### 2.5 Ownership of Leased Asset

- (a) Subject to the terms of the Finance Documents relating to the Ijarah Finance we will retain our rights, title and interest in the Leased Asset (including any replacement part, alteration, modification or addition made to it during the Lease Term) until such time as the Leased Asset is transferred to the Company in accordance with the terms of the Sale Undertaking or the Purchase Undertaking (as the case may be).
- (b) The Company shall not do anything (or, so far as it is able, permit anything to be done) which may affect or imperil our right, title and ownership of the Leased Asset.
- (c) The Company shall reasonably, and to our satisfaction, take all actions necessary and required under the laws of any relevant jurisdiction to protect our title in the Leased Asset, including the obtaining of any requisite license or permit and, if necessary, the filing of the Lease Agreement with any competent authority or other instrumentality, including, but not limited to, filing of the Lease Agreement with any competent authority or other instrumentality in accordance with Federal Decree Law No. 32 of 2023 on Finance Leases.

### 2.6 Inspection

The Company must allow us to, on giving a one (1) Business Day prior notice, to view and inspect the Leased Asset on a Business Day.

### 2.7 Improvements and Alterations to the Leased Asset

- (a) The Company shall be permitted to make any additions, improvements, substitutions, or alterations, save for structural alterations, to the Leased Asset and to the extent such alteration, modification, substitution, or addition does not cause the Company to be in breach of any covenant of the Lease Agreement or any other Finance Document relating to the Ijarah Finance.

- (b) If the Company makes additions, substitutions, or alterations to the Leased Asset in breach of the provisions of paragraph (a) above, the Company shall, promptly upon being required to do so by us, remove the same and reinstate the Leased Asset to its original state at the Company's cost and expense.
- (c) Any additions, improvements, substitutions, or alterations made to the Leased Asset shall be deemed to form part of the Leased Asset. However, the Company may at its cost remove any such additions, improvements or alterations and return the Leased Asset to its original condition if, in our reasonable opinion, the removal does not materially affect the operation or materially diminish the value or utility of the Leased Asset.
- (d) The Company must not remove fixtures or fittings from the Leased Asset if their removal is likely to diminish the Leased Asset's value, unless replaced with fixtures and fittings of comparable or better quality.

### **3. MAINTENANCE AND INSURANCE**

#### **3.1 Maintenance and Structural Repair**

- (a) We shall be primarily liable for:
  - (i) procuring the performance of all Major Maintenance and Structural Repair; and
  - (ii) obtaining and maintaining suitable Shari'ah compliant insurance cover in respect of the Leased Asset.
- (b) The Company acknowledges that we may sub-contract our obligations referred to in paragraph (a) above to the Service Agent in accordance with the Service Agency Agreement and, to the extent that those obligations are sub-contracted to the Service Agent in accordance with the Service Agency Agreement, the Company agrees that we shall not be liable for any failure by the Service Agent to perform and discharge the Service Agent's obligations in accordance with the Service Agency Agreement.
- (c) For the avoidance of doubt, to the extent that a Partial Loss arises as a result of the Company's default or negligence, then during the performance of Major Maintenance and Structural Repair, Rental Payments shall continue to be payable by the Company.

#### **3.2 Ordinary Maintenance and Repair**

- (a) The Company shall at all times during the Lease Term:
  - (i) conduct regular inspections of the Leased Asset and conduct Ordinary Maintenance and Repair;
  - (ii) keep the Leased Asset in good repair, condition and working order (subject to fair wear and tear), properly serviced and maintained;
  - (iii) ensure that maintenance of the Leased Asset is carried out by persons suitably qualified and competent to carry out such maintenance and are not prohibited by law from carrying out such work in respect of the Leased Asset;
  - (iv) take all reasonable action to keep the Leased Asset free from any expropriation, attachment, sequestration or execution of any legal process affecting the Leased Asset;

- (v) ensure that complete and current records are kept of all maintenance carried out on the Leased Asset;
  - (vi) obtain all necessary Authorisations and serve all necessary notices for or in connection with, or incidental to the use of, the Leased Asset;
  - (vii) in relation to any Ijarah Property Finance, replace, as necessary, any fixtures, fittings, equipment, or operational components (including mechanical, electrical, and plumbing systems) of the Leased Asset with items supplied or recommended by the original manufacturer, contractor, or supplier, or of equivalent or superior quality and value, and pay all repair and operation expenses, provided that the Company shall not have nor be deemed to have any authority to (A) pledge our credit; or (B) to create any Security in respect of or over the Leased Asset; and
  - (viii) in relation to any Ijarah Asset Finance, replace all consumable parts with parts supplied or recommended by the manufacturers of the Leased Asset or with parts of equal quality and value.
- (b) If an Event of Default has occurred and is continuing and the Company fails to effect the repairs or replacements it is required to carry out under paragraph (a) above, we will be entitled, but will not be bound, upon notice to the Company to take possession of the Leased Asset for the purpose of having those repairs or replacements effected and the Company will pay to us the full cost of those repairs and replacements within five (5) Business Days of the submission to the Company of reasonable evidence in writing of such relevant costs.

#### 4. LOSS

##### 4.1 Notification

The Company must notify us promptly and in any event within fifteen (15) days of the Company becoming aware of the need for any Major Maintenance and Structural Repair, destruction, Partial Loss or Total Loss of the Leased Asset.

##### 4.2 Partial Loss

- (a) If a Partial Loss occurs, we will procure all Major Maintenance and Structural Repair unless the Partial Loss is caused by the Company or occurred as a result of the misuse of the Leased Asset or negligence by the Company, in which case the Company will procure all Major Maintenance and Structural Repair at the Company's own cost.
- (b) The Company acknowledges that we may sub-contract our obligations referred to in paragraph (a) above to the Service Agent in accordance with the Service Agency Agreement and, to the extent that those obligations are sub-contracted to the Service Agent in accordance with the Service Agency Agreement, the Company agrees that we shall not be liable for any failure by the Service Agent to perform and discharge the Service Agent's obligations in accordance with the Service Agency Agreement.

##### 4.3 Total Loss

- (a) Without prejudice to any right or remedy we may have under any Finance Document or by law, if a Total Loss occurs, the lease of the Leased Asset shall terminate and:

- (i) the Company shall have no further obligation to pay Rental Payments except for any Rental Payments which have accrued but are unpaid as of the date on which the Total Loss occurred;
  - (ii) we will be entitled to insurance proceeds payable as a result of the Total Loss in respect of the Leased Asset. If the insurance proceeds are in surplus of the aggregate of: (A) the Outstanding Fixed Rental; and (B) the aggregate of: (1) the total Variable Rental; and (2) Supplemental Rental, due but unpaid, we shall pay such surplus to the Company, provided that the Company has fulfilled all of its other payment obligations to us under the Finance Documents.
- (b) If the Total Loss was caused by the Company or occurred as a result of the misuse of the Leased Asset or negligence by the Company, the Company shall indemnify us in respect of any actual loss or liability suffered or incurred by us and not compensated for by any applicable insurance proceeds.

#### 4.4 Other Damage

In respect of any damage to the Leased Asset other than that described in paragraph 4.3 above, the Company must continue to pay the Rental Payments.

### 5. PROPRIETORSHIP TAXES

- (a) We shall be obliged to procure the payment of any Proprietorship Taxes, fees and charges relating to the ownership of the Leased Asset.
- (b) The Company acknowledges that we may sub-contract our obligations referred to in paragraph (a) above to the Service Agent in accordance with the Service Agency Agreement and, to the extent that those obligations are sub-contracted to the Service Agent in accordance with the Service Agency Agreement, the Company agrees that we shall not be liable for any failure by the Service Agent to perform and discharge the Service Agent's obligations in accordance with the Service Agency Agreement.

### 6. REPRESENTATIONS AND WARRANTIES

The Company shall be deemed to have made the representations and warranties set out in these Master Terms and the FOL relating to the Ijarah Finance (by reference to the facts and circumstances then existing) on: (a) the date of the Lease Agreement; (b) the Lease Effective Date; (c) the first day of each Lease Period; and on (d) each day any Rental Payment is made by the Company to us.

### 7. INDEMNIFICATION

7.1 The Company shall within three (3) days of written demand fully reimburse, compensate, indemnify and hold harmless us and each of our directors, officers, delegates, agents and duly appointed representatives (the "Compensated Persons") for any and all obligations, liabilities, actual losses, costs, expenses, fees (including legal fees and expenses incurred in connection with any enforcement of the Finance Documents relating to the Ijarah Finance or otherwise), damages, penalties, demands, actions and judgments of every kind and nature imposed on, incurred by, or asserted against any of the Compensated Persons arising out of or in connection with:

- (a) the lease, usage or operation of the Leased Asset;
- (b) any claims, encumbrances, Security, liens or legal processes arising out of any act or omission of the Company in any way connected with the Leased Asset;

- (c) any general public liability (in contract or otherwise) for loss, damage, injury or death occurring on, or caused directly or indirectly by or due to the usage of, any part of the Leased Asset;
- (d) the breach by the Company of any of its obligations under the Finance Documents relating to the Ijarah Finance (as applicable), the Company's negligence or the Company's misconduct; or
- (e) the Company rejecting a Renewal Notice or a Replacement Schedule of Payments (as defined in the relevant Lease Agreement),

in each case, other than where such losses are as a result of the fraud, gross negligence or willful misconduct of such Compensated Person or are otherwise compensated for under any other term of a Finance Document.

- 7.2 In the event that a Total Loss occurs and the Company (as our Service Agent) has failed to comply with its obligations under Clause 5 of the Service Agency Agreement, the Company shall indemnify us and within three (3) Business Days of our demand and pay to us any and all actual loss, liabilities, and damages incurred or suffered by us as a result of such failure, in an amount equal to the Required Insurance Amount (as defined in the relevant service agency agreement).

## **8. SET OFF**

The Company and us agree that the Service Agent Fee (as defined therein) and the Services Charge Amount to be paid in accordance with Clause 2.2 and Clause 6.1 of the Service Agency Agreement shall be netted off against the Supplemental Rental payable by the Company under the Lease Agreement, Sale Undertaking and/or Purchase Undertaking.

## **9. VALUATIONS**

- (a) We shall be entitled to obtain a valuation of the Leased Asset at any time we deem necessary. All costs in relation to the valuation will be payable by the Company.
- (b) The Company shall promptly provide all necessary assistance to us and the relevant valuer in connection with the preparation of any valuation of the Leased Assets, including providing access to the Leased Asset.
- (c) If the Company obtains any valuation of the Leased Asset, the Company shall promptly supply to us a copy of such valuation.

## **10. ADDITIONAL UNDERTAKINGS**

- (a) Save as expressly permitted by us, the Company must not sub-lease any Leased Asset.
- (b) The Company must ensure that the Leased Asset is used only for its designated purpose and in compliance with Applicable Law, and must refrain from actions that could materially affect the Leased Asset's value or our interests therein.
- (c) In relation to any Ijarah Property Finance, the Company shall, if requested by us, ensure that the title deed in respect of the relevant Leased Asset is delivered to and remains in our custody until all of the Company's obligations in respect of the Ijarah Property Finance have been satisfied in full.
- (d) If requested by us, the Company shall ensure that any registration documents, title certificates, or other evidence of ownership in respect of the Leased Asset under an Ijarah

Asset Finance (including vehicle registration cards, chassis certificates, or equipment titles) are delivered to and remain in our custody until all of the Company's obligations in respect of the Ijarah Asset Finance have been satisfied in full.

**11. FINANCE TO VALUE RATIO**

The Company shall ensure that the Finance to Value Ratio (as set out in the FOL) in respect of the Ijarah Finance (as applicable) does not, at any time, exceed the level agreed with us failing which, the Company shall: (a) settle part of the Ijarah Finance (as applicable); or (b) provide additional security to us in form and substance satisfactory to us, in each case, to ensure that the Finance to Value Ratio does not exceed the level agreed with us.

**12. ADDITIONAL EVENTS OF DEFAULT**

In relation to an Ijarah Asset Finance, if the Leased Asset is at any time, outside the UAE, without our prior consent, it shall be considered as an Event of Default.

## SECTION D: PRODUCT TERMS - COMMODITY MURABAHA FACILITIES

This Section applies only to Commodity Murabaha Finance. Key words used in this Section are explained at the end of these Master Terms in Section E (Interpretation and Key Words) and in the Finance Documents relating to the Commodity Murabaha Finance.

### 1. LME MURABAHA AND DMCC MURABAHA

#### (a) REPRESENTATIONS AND WARRANTIES

The Company shall be deemed to have made the representations and warranties set out in these Master Terms (by reference to the facts and circumstances then existing) on (as applicable): (a) each Murabaha Effective Date; (b) each Commencement Date; and (c) each DMCC Murabaha Effective Date.

#### (b) ADDITIONAL EVENTS OF DEFAULT

If the Company:

- (i) dispute, rejects or revokes any Transaction Request, DMCC Transaction Request, DMCC Promise to Purchase, Murabaha Purchase Acceptance, DMCC Murabaha Purchase Acceptance, DMCC Buyer Sale Offer, any DMCC Purchaser Acceptance or any Broker Documentation; or
- (ii) terminate or, without our prior consent, agrees to any amendments to the Agency Agreement or the DMCC Agency Agreement,

it shall be considered as an Event of Default.

#### (c) ADDITIONAL TERMS

Where the Company has obtained the Commodity Murabaha Finance to settle its liabilities with another bank of financial institution (“Existing Creditor”):

- (i) the Company irrevocably and unconditionally authorises us:
  - (A) to debit its account with us to prepare a manager cheque and/or guarantee letter for the settlement of its liabilities as per the liability letter(s) issued by the Existing Creditor;
  - (B) to collect original clearance letter from the Existing Creditor post settlement of its liabilities;
- (ii) the Company represents, on the date we make payment to the Existing Creditor, that it is fully aware of the amounts paid by us to the Existing Creditor and undertake to us to pay any shortfall to the Existing Creditor against the settlement of its current liabilities, including credit card(s);
- (iii) the Company acknowledges and agrees that we will not be held responsible for any disputes or discrepancies and that the Company will be responsible for clearing the due amounts (if any) to obtain the clearance letter from the Existing Creditor; and

- (iv) the Company shall be liable to pay to us all relevant charges, fees and accrued profit if the settlement of liabilities with its Existing Creditor is not completed due to any reason whatsoever post preparation of the settlement cheque by us.

## 2. LME MURABAHA - ROLE OF AGENT

- (a) The Company represents, warrants and confirms to us on the date the Company enters into the Master Commodity Murabaha Agreement and the Agency Agreement that, by way of entering into the Agency Agreement, the Company has appointed the Agent as its agent to act on its behalf and to perform the agency services set out therein and in relation to each Transaction, has duly authorised the Agent to, amongst other things act, for and on behalf of the Company, to sell the Commodities to a Broker B and enter into On-sale Transactions and/or related Broker Documentation on the Company's behalf.
- (b) In relation to each On-Sale Transaction, the Company authorises us and/or the Agent, as applicable, to credit the proceeds of the sale of the Commodities to the Broker B to the Company's account maintained with us or as otherwise instructed by the Company.

## 3. DMCC MURABAHA

### (a) ROLE OF THE AGENT

- (i) The Company represents, warrants and confirms to us on the date of the DMCC Master Commodity Murabaha Agreement and the DMCC Agency Agreement that, by way of entering into the DMCC Agency Agreement, the Company has appointed the DMCC Agent as the Company's agent to act on the Company's behalf and to perform the DMCC Agency Services and have duly authorised the DMCC Agent to, amongst other things:
  - (A) issue a DMCC Promise to Purchase to us;
  - (B) receive, for and on the Company's behalf, each DMCC Murabaha Purchase Offer from us;
  - (C) issue, for and on the Company's behalf, each DMCC Murabaha Purchase Acceptance to us;
  - (D) act, for and on the Company's behalf, as buyer in each DMCC Murabaha Contract on the DMCC System; and
  - (E) act, for and on the Company's behalf, as seller in any DMCC On-sale Transaction and accordingly to issue each DMCC Buyer Sale Offer to a DMCC Purchaser and receive from each DMCC Purchaser a DMCC Purchaser Acceptance.
- (ii) In relation to each DMCC On-Sale Transaction, the Company authorises us and/or the DMCC Agent, as applicable, to credit the proceeds of the sale of the Commodities to the DMCC Purchaser to the Company's account maintained with us or as otherwise instructed by the Company.

(b) **TERMS APPLICABLE TO DMCC TRANSACTIONS**

(i) **Constructive Possession and Transfer of Title and Risk**

- (A) The Company acknowledges that it will receive only the constructive possession of the Commodities purchased from us and that the Commodities will be available in the registered warehouse(s) of the DMCC Supplier in the DMCC. If the Company requires physical delivery of such Commodities, all costs, Taxes, expenses and fees in relation to physical delivery of the Commodities to the Company (including, but not limited to, transportation and insurance charges), as notified by us to the Company, shall be on the Company's account and shall be payable by the Company to us on the date notified by us.
- (B) Provided that the Company has notified us at the time of entering into a DMCC Murabaha Contract and subject to making the relevant arrangements with the DMCC Supplier, at any time prior to conclusion of a DMCC On-Sale Transaction, the Company shall be entitled to inspect the Commodities subject of a DMCC Murabaha Contract.
- (C) On request, the Company will be provided with the documents evidencing the Company's ownership and constructive possession of the Commodities, in the form prescribed by the DMCC.
- (D) The Company agrees that before taking delivery of the Commodities, the Company will inspect the Commodities and satisfy itself as to the following:
- (1) the descriptions and conditions of the Commodities or any part thereof;
  - (2) the merchantability, durability, suitability or fitness of the Commodities or any part thereof for the intended purpose;
  - (3) the quality of the material or workmanship of the Commodities or any part thereof;
  - (4) the conformity of the Commodities or any part thereof to the provisions and specifications contained in the DMCC Promise to Purchase; or
  - (5) all other matters concerning any item of the Commodities or any part thereof.
- (E) Title to and risk in the Commodities shall immediately pass to the Company under the relevant DMCC Murabaha Contract on the DMCC Murabaha Effective Date of that DMCC Murabaha Contract, together with all rights and obligations relating to those Commodities. The Company acknowledges that upon transfer of the title to the relevant Commodities to the Company, the Company shall:
- (1) be deemed and considered to have accepted such Commodities unconditionally and without any reservations; and

(2) have no remedy or claim against us in relation to the quality or condition of such Commodities. The Company waives any claims that it may have against us in relation to such Commodities.

(ii) Transfer of Warranties

- (A) The Company will obtain such title to the Commodities as we have received from the relevant DMCC Supplier and we shall not be deemed to give any warranty or representation whatsoever whether arising by implication, by statute or otherwise and any such warranties or representations are hereby expressly excluded to the fullest extent permitted by law.
- (B) The Company agrees that our liability for any internal, external and/or latent defects in relation to the Commodities are hereby expressly excluded to the fullest extent permitted by law.
- (C) The Company acknowledges and agrees that the relevant Commodities purchased by the Company from us under a DMCC Murabaha Contact are sold on an "as is, where is" basis and in their existing state, condition, and location, with all faults, subject to all applicable laws from time to time.
- (D) On each DMCC Murabaha Effective Date, we transfer to the Company all of the warranties (if any) received by us from the DMCC Supplier of the Commodities together with the right to enforce such warranties during the warranty period against the DMCC Supplier.

## SECTION E: INTERPRETATION AND KEY WORDS

### 1. MEANING OF KEY WORDS

**AAOIFI** means the Accounting and Auditing Organization for Islamic Financial Institutions, an international, non-profit standard-setting body established in Bahrain that issues Shari'a, accounting, auditing, governance, and ethics standards for Islamic financial institutions, as amended or replaced from time to time.

**Account** means and includes any and all accounts of any Obligor held with us or any of our Affiliates, howsoever presented or branded.

**Affiliate** means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

**Agency Agreement** means, in relation to a Commodity Murabaha Finance, the agency agreement dated on or about the date of the Master Commodity Murabaha Agreement of that Commodity Murabaha Finance between the Customer and the Agent.

**Agent** means, in relation to a Commodity Murabaha Finance, the entity appointed by the Customer under the relevant Agency Agreement (as may be JBS Trading SA, a company incorporated under the laws of Switzerland, of 1, Chemin Auguste Piccard, 1071 Chexbres, Switzerland, acting as agent for a Customer or any other agent approved by us from time to time).

**Applicable Emirate** means if the Customer is:

- (a) a company incorporated in the UAE, the Emirate of the Customer's incorporation; or
- (b) not a company incorporated in the UAE, the Emirate of Ajman.

**Applicable Jurisdiction** means, in relation to a Finance, the jurisdiction specified as such in the FOL which shall determine the courts having jurisdiction in respect of that Finance and the related Finance Documents.

**Applicable Law** means any applicable law (including but not limited to any laws and regulations issued by the Central Bank or any other regulator of the UAE), regulation, ordinance, rule, decree, voluntary code, directive, sanction regime, judgment or court order issued by a court having jurisdiction in the UAE, agreement between us and any government and regulatory authority, or agreement or treaty between government and regulatory authorities (in each case, whether local, foreign or international).

**Applicable Rate** means, in respect of a Finance, the rate specified as such in the FOL(s) or in a Finance Document, as may be revised from time to time.

**Approved Currency** means, in respect of a Finance, the currency in which that Finance is denominated, as specified in the FOL or the Finance Agreement, in each case relating to that Finance.

**Approved Finance Amount** means, in respect of a Finance, the finance limit specified for that Finance in the FOL or the Finance Agreement, in each case relating to that Finance.

**Approved Purpose** means, in respect of a Finance, the purpose for which that Finance can be utilised by the Customer, as specified in the FOL or the Finance Agreement, in each case relating to that Finance.

**Asset Purchase Agreement** means:

- (a) in relation to an Ijarah Finance (other than a Forward Ijarah Property Finance, and Ijarah Property Finance (Multiple Drawdown)), the asset purchase agreement or master procurement agreement, as applicable, dated on or about the date of the Lease Agreement for that Ijarah Finance entered into by the Customer and us;
- (b) in relation to an Ijarah Property Finance (Multiple Drawdown), the master asset purchase agreement, or master procurement agreement, as applicable, dated on or about the date of the Master Lease Agreement for that Ijarah Finance entered into by the Customer and us; and
- (c) in relation to a Forward Ijarah Property Finance, the Purchase Istisna Agreement.

**Authorisation** means an authorisation, consent, approval, resolution, license, exemption, filing, notarisation or registration.

**Bank** means Ajman Bank PJSC and its successors and legal assigns.

**Broker** means the LME broker appointed by us to execute purchase and sale transactions of Commodities under standard LME procedures and includes Broker A and Broker B.

**Broker A** means DD&Co or any other LME-registered broker as selected by us.

**Broker B** means Condor Trade Limited or any other LME-registered broker as selected by us.

**Broker Documentation** means any commodity purchase agreement, commodity on-sale agreement, settlement deed, settlement instructions, fee letter, confirmation, contract note, warrant or other document issued by the Broker evidencing the purchase or sale of Commodities in the LME market.

**Business Day** means a day (other than a Saturday or Sunday) on which banks are open for general business in the UAE.

**Commodity Murabaha Finance** means either a Commodity Murabaha Finance (Standard), or Commodity Murabaha Finance (Long Form and Short Form) or Commodity Murabaha Finance (DMCC).

**Central Bank** means the UAE Central Bank.

**Commencement Date** means:

- (a) in relation to a Commodity Murabaha Finance, the date on which we have acquired title to, and possession of, the relevant Commodities from the relevant Broker, as notified by us to the Customer;
- (b) in relation to a Forward Ijarah Property Finance, the date on which the fully constructed/manufactured Leased Asset is delivered and accepted under the Forward Lease Agreement

**Commitment to Donation Amount** has the meaning given to it in Clause 13.3.

**Commitment to Donation Rate** in relation to a Finance has the meaning given to it in the FOL or in the Finance Agreement, in relation to that Finance.

**Commodities** means, in relation to a Commodity Murabaha Finance, has the meaning given to it in the applicable Master Commodity Murabaha Agreement or the DMCC Master Commodity Murabaha Agreement.

**Conventional Financial Indebtedness** means any indebtedness (other than Shari'ah Compliant Financial Indebtedness) for or in respect of:

- (a) moneys borrowed or accepted under any transaction;
- (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with IFRS, be treated as on a balance sheet;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (f) any amount raised under any other transaction (including any forward sale or purchase agreement) of a type not referred to in any other paragraph of this definition having the commercial effect of a financing;
- (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that derivative transaction, that amount) shall be taken into account);
- (h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;
- (i) the amount of any liability under an advance or deferred purchase agreement if one of the primary reasons behind the entry into the agreement is to raise finance; and
- (j) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (i) above.

**Cost Price** means, in relation to Commodity Murabaha Finance (DMCC), the cost price of the Commodities specified in Schedule 2 to the DMCC Master Commodity Murabaha Agreement, and in relation any other Commodity Murabaha Finance, the cost price of the Commodities (including any applicable taxes) specified in the relevant Murabaha Purchase Offer or a Periodic Murabaha Contract, as applicable.

**Cross Default Threshold** in relation to a Finance, has the meaning given to it in the most recent FOL or the Finance Agreement, in each case relating to that Finance.

**Deposit** means, in relation to a Finance, the amount of deposit paid or payable by the Customer to us, in the amount set out in the FOL or the Finance Agreement, in each case relating to that Finance.

**DMCC** means the Dubai Multi Commodities Centre, an entity established in the Emirate of Dubai, UAE.

**DMCC Agent**, means, in relation to a Commodity Murabaha Finance (DMCC), Back Office FZ LLC, a company incorporated in the UAE and having its registered office located at P.O. Box No.84921, Dubai, UAE.

**DMCC Agency Agreement** means, in relation to a Commodity Murabaha Finance (DMCC), the agency agreement dated on or about the date of the DMCC Master Commodity Murabaha Agreement of that Commodity Murabaha Finance (DMCC) between the Customer and the DMCC Agent.

**DMCC Agency Services** in relation to a Commodity Murabaha Finance (DMCC) has the meaning given to it in the DMCC Agency Agreement of that Commodity Murabaha Finance (DMCC).

**DMCC Buyer Sale Offer** means, in relation to any DMCC On-sale Transaction, a written notice sent by the DMCC Agent for and on the Customer's behalf to the DMCC Purchaser, substantially in the form prescribed by the DMCC or a form provided by us.

**DMCC Master Commodity Murabaha Agreement** means, in relation to a Commodity Murabaha Finance (DMCC), the master commodity murabaha agreement entered into between the Customer and us.

**DMCC Murabaha Contract** means, in relation to any DMCC Transaction, a contract agreed between the Customer and us which is constituted by the issue of a DMCC Murabaha Purchase Offer and a DMCC Murabaha Purchase Acceptance.

**DMCC Murabaha Effective Date** means, in relation to any DMCC Transaction, the date on which we receive the relevant DMCC Murabaha Purchase Acceptance.

**DMCC Murabaha Increased Costs** means, in relation to each DMCC Transaction, the amount of any Increased Costs claimed by us, as calculated by us in our sole and absolute discretion.

**DMCC Murabaha Purchase Acceptance** means, in relation to any DMCC Transaction, a written notice sent by the DMCC Agent for and on the Customer's behalf to us in accordance with the DMCC Master Commodity Murabaha Agreement, substantially in the form prescribed by the DMCC or a form acceptable to us.

**DMCC Murabaha Purchase Offer** means, in relation to any DMCC Transaction, a written notice sent by us to the DMCC Agent in accordance with the DMCC Master Commodity Murabaha Agreement, substantially in the form prescribed by the DMCC or a form acceptable to us.

**DMCC On-sale Transaction** means an agreement between the Customer (acting through the DMCC Agent) and a DMCC Purchaser for the spot purchase of the Commodity subject to a DMCC Murabaha Contract constituted by the issue of a DMCC Buyer Sale Offer and a DMCC Purchaser Acceptance.

**DMCC Promise to Purchase** means, in relation to any DMCC Transaction, the promise issued by the Customer to us, through the DMCC Agent, substantially in the form prescribed by the DMCC or a form acceptable to us.

**DMCC Purchase Transaction** means, in relation to a Commodity Murabaha Finance (DMCC), an agreement between us and a DMCC Supplier for the spot purchase of the Commodities constituted by the issue of a purchase offer and purchase acceptance, substantially in the form prescribed by the DMCC or a form acceptable to us.

**DMCC Purchaser** means, in relation to any DMCC On-sale Transaction, any eligible member of the DMCC selected by the DMCC Agent who purchases the Commodities subject to a Murabaha Contract from the Customer (through the DMCC Agent).

**DMCC Purchaser Acceptance** means, in relation to any DMCC On-sale Transaction, a written notice sent by DMCC Purchaser to the DMCC Agent, substantially in the form prescribed by the DMCC or a form provided by us.

**DMCC Supplier** means, in relation to any DMCC Transaction, the registered supplier in the DMCC of the relevant Commodities.

**DMCC System** has the meaning given to it in preamble (B) to the DMCC Master Commodity Murabaha Agreement.

**DMCC Transaction** means, in relation to a Commodity Murabaha Finance (DMCC), a transaction for the sale of the Commodities by us to the Customer entered into pursuant to the DMCC Master Commodity Murabaha Agreement and on the terms agreed in the relevant DMCC Murabaha Contract.

**DMCC Transaction Request** in relation to a Commodity Murabaha Finance (DMCC) has the meaning given to it in the DMCC Master Commodity Murabaha Agreement.

**EIBOR** means:

- (a) the applicable EIBOR Screen Rate for the relevant period at 11.00 a.m. two (2) Business Days prior to the commencement of the relevant period; or
- (b) if no EIBOR Screen Rate is available for the relevant period, the rate determined by us subject to ISSC approval.

**EIBOR Screen Rate** means the UAE Interbank Dirham Offered Rate for the relevant period displayed on the appropriate page of Thomson Reuters screen. If the relevant page is replaced or the service ceases to be available, we may specify another page or service displaying the appropriate rate.

**Exercise Notice** means a notice issued by us to the Customer under a Purchase Undertaking requiring the Customer to purchase the Commodities under a Periodic Murabaha Contract

**Existing Security** means any Security arising under:

- (c) any Security created or outstanding with the Bank's prior written consent;
- (d) any liens in the ordinary course of trading, as long as the amounts in respect of those liens are not overdue for payment; or
- (e) any normal title retention arrangements of a supplier's standard conditions of supply of goods acquired by the Customer in the ordinary course of its business.

**Event of Default** means any event or circumstance specified as such in paragraph 10, in the Product Terms and in any other Finance Document.

**FATCA** means the USA's Foreign Account Tax Compliance Act.

**FATCA Deduction** means a deduction or withholding from a payment under a Finance Document as required by FATCA.

**FATCA Exempt Party** means a Party that is entitled to receive payments free from any FATCA Deduction.

**Final Lease Period** means, in relation to an Ijarah Finance, the Lease Period ending on the Final Maturity Date.

**Final Maturity Date** in relation to a Finance has the meaning given to it in the FOL or the Finance Agreement, in each case relating to that Finance.

**Finance Agreements** means, in respect of a Finance, our standard form agreements in relation to that Finance set out in the FOL(s) and “**Finance Agreement**” shall mean any one of the Finance Agreements, as the context requires.

**Finances** means the Shari'ah compliant financing set out in the FOL and in the Finance Agreement to be made available to the Customer pursuant to these Master Terms and the other relevant Finance Documents and “**Finance**” shall mean any one of the Finances, as the context requires.

**Finance Documents** means:

- (a) these Master Terms;
- (b) the FOL(s);
- (c) the Finance Agreements;
- (d) any Transaction Documents;
- (e) any Security Documents;
- (f) any Guarantee;
- (g) any application submitted by the Customer with us in relation to any Finance;
- (h) any other document designated as such by the Customer and us.

**Financial Indebtedness** means Conventional Financial Indebtedness and Shari'ah Compliant Financial Indebtedness.

**First Lease Period** means:

- (a) in relation to an Ijarah Finance (except Ijarah Property Finance (Multiple Drawdown) and a Forward Ijarah Property Finance): the period commencing on the Lease Effective Date and ending on the First Rental Payment Date;
- (b) in relation to a Forward Ijarah Property Finance, the period commencing on the Commencement Date (being the date of delivery and acceptance of the fully constructed or completed Leased Asset under the Forward Lease Agreement) and ending on the First Rental Payment Date as specified in the Forward Lease Agreement or the FOL;
- (c) in relation to Ijarah Property Finance (Multiple Drawdown), the period commencing on the start date of a Lease Contract and ending on the First Rental Payment Date specified in that Lease Contract.

**Fixed Rental** in relation to an Ijarah Finance has the meaning given to it in the Lease Agreement of that Ijarah Finance.

**First Rental Payment Date** in relation to an Ijarah Finance has the same meaning given to it in the FOL relating to that Ijarah Finance and in relation to Ijarah Property Finance (Multiple Drawdown), the date specified as the First Rental Payment Date in the relevant Lease Contract executed under the Master Lease Agreement.

**Fixed Rental Payment Date** means:

- (a) in relation to an Ijarah Finance (except Ijarah Property Finance (Multiple Drawdown)):
  - (i) the First Rental Payment Date; and
  - (ii) each date determined in accordance with the section titled "Payment Dates" in the FOL relating to that Ijarah Finance thereafter up to (and including) the Final Maturity Date;
- (b) and in relation to Ijarah Property Finance (Multiple Drawdown), each date specified in the relevant Lease Contract executed under the Master Lease Agreement for payment of Fixed Rental in respect of that specific Leased Asset.

**FOL** means each facility offer letter (including any amendments thereto) issued by us to the Customer and accepted by the Customer from time to time setting out, amongst other things the commercial terms upon which the Finance(s) may be made available to the Customer.

**Forward Ijarah Property Finance** means a Finance provided by us pursuant to which we agree to procure, construct or otherwise acquire a property or asset (the Leased Asset) in accordance with a Purchase Istisna Agreement or other procurement arrangement, and to lease the Leased Asset to the Customer under a Forward Lease Agreement, in each case on the terms set out in the relevant FOL, Lease Agreement, and other Finance Documents relating to that Finance.

**Forward Lease Agreement** means, in relation to a Forward Ijarah Property Finance, the lease agreement entered into between the Customer and the Bank pursuant to which the Bank agrees to lease to the Customer the relevant Leased Asset upon completion, delivery, and acceptance of such Leased Asset under the Purchase Istisna Agreement, on the terms set out therein and in the relevant FOL and other Finance Documents relating to that Finance.

**General Terms** means the terms and conditions set out in Section A (General Terms) and Section E (Interpretation and Key Words) of these Master Terms.

**Governing Law** means, in relation to each Finance Document, the laws specified as the governing law in the FOL applicable to that Finance Document.

**Group** means the Customer, any Security Provider, any Guarantor and their respective Subsidiaries.

**Guarantor(s)** means, in relation to a Finance, a person(s), if any, named as such in the FOL or the Finance Agreement, in each case relating to that Finance relating to that Finance.

**Guarantee** means the guarantee as applicable entered into between the Guarantor and us or provided by a Guarantor to us, in a form acceptable to us.

**Holding Company** means, in relation to a person, any other person in respect of which it is a Subsidiary.

**HSA** means the Higher Shar'iah Authority.

**IFRS** means International Financial Reporting Standards adopted by the International Accounting Standards Board from time to time.

**Increased Costs Component** in relation to an Ijarah Finance has the meaning given to it in the Lease Agreement of that Ijarah Finance.

**Indirect Tax** means any tax levied on supplies of goods and/or services, consumption tax, value added tax or any Tax of a similar nature.

**Ijarah Asset Finance** means a financing arrangement provided by us to the Customer under which we acquire an asset and lease it to the Customer in accordance with the principles of Islamic Shari'ah, including without limitation, any vehicle, equipment, or other movable asset financed under an Ijarah structure.

**Ijarah Finance** means any Finance provided by the Bank pursuant to which the Bank leases a Leased Asset to the Customer, and includes any Ijarah Property Finance (Single Drawdown), Forward Ijarah Property Finance, Ijarah Property Finance (Multiple Drawdown) and Ijarah Asset Finance.

**Ijarah Property Finance** means an Ijarah Finance provided by the Bank for the purpose of financing the acquisition, construction, or development of real property and includes any Ijarah Property Finance (Single Drawdown), Forward Ijarah Property Finance and Ijarah Property Finance (Multiple Drawdown).

**Ijarah Property Finance (Multiple Drawdown)** means an Ijarah Finance made available by us to the Customer pursuant to which we agree to acquire and lease to the Customer, from time to time, multiple Leased Assets or portions thereof under separate Lease Contracts executed pursuant to a Master Lease Agreement.

**ISSC** means our Internal Shari'ah Supervision Committee.

**Lease Agreement** means, in relation to an Ijarah Finance, the lease agreement entered into between the Customer and us, and further:

- (a) in relation to a Forward Ijarah Property Finance, includes the Forward Lease Agreement; and
- (b) in relation to an Ijarah Property Finance (Multiple Drawdown), means the Master Lease Agreement together with the relevant Lease Contract(s).

**Lease Contract** means, in relation to an Ijarah Property Finance (Multiple Drawdown), each individual lease contract entered into between the Customer and us under the Master Lease Agreement.

**Lease Effective Date** means, in relation to an Ijarah Finance, (a) the date of the relevant Lease Agreement, or (b) such other date as may be specified as the lease commencement date therein or (c) the actual date of Ijarah Finance booking under the Lessee account maintained with the Bank, along with an email notification to Lessee.

**Lease Period** means in relation to an Ijarah Finance (other than an Ijarah Property Finance (Multiple Drawdown)):

- (a) the First Lease Period; and

- (b) each period falling at the Lease Period Duration intervals thereafter up to (and including) the Final Lease Period,

and for Ijarah Property Finance (Multiple Drawdown), each period specified in the relevant Lease Contract executed under the Master Lease Agreement, commencing on the Start Date and ending on the corresponding Rental Payment Date, and thereafter each subsequent period determined in accordance with that Lease Contract, up to (and including) the Final Lease Period for that Lease Contract.

**Lease Period Duration**, in relation to an Ijarah Finance, has the meaning given to it in the FOL relating to that Ijarah Finance.

**Lease Term** means, in relation to an Ijarah Finance, the term of the lease commencing from the Lease Effective Date (an in the case of Ijarah Property Finance (Multiple Drawdown), the Start Date of the first Lease Contract) and ending on the earlier of:

- (a) Final Maturity Date (or the Maturity Date under the relevant Lease Contract, in the case of an Ijarah Property Finance (Multiple Drawdown));
- (b) the date on which ownership to the relevant Leased Asset is transferred in full to the Customer; and
- (c) the occurrence of a Total Loss.

**Leased Asset(s)** in relation to an Ijarah Finance, has the meaning given to it in the Lease Agreement for that Ijarah Finance.

**LME** means the London Metal Exchange.

**Long Murabaha Contract** means in relation to a Commodity Murabaha Finance (Long Form and Short Form), a murabaha contract entered into under the Master Commodity Murabaha Agreement by exchange of a Murabaha Purchase Offer and a Murabaha Purchase Acceptance.

**Liabilities** means all present and future indebtedness, liabilities and obligations including (without limitation) any obligations owed by the Customer and any other Obligor at any time to us under or in connection the Finance Documents (both actual and contingent and whether incurred solely or jointly or as principal or surety or in any other capacity including all applicable profit, rent, commission, fees and charges).

**Master Commodity Murabaha Agreement** means, in relation to a Commodity Murabaha Finance (Standard) and Master Commodity Murabaha Agreement (Long Form and Short Form), the master commodity Murabaha agreement entered into between the Customer and us.

**Major Maintenance and Structural Repair** means, in relation to an Ijarah Finance, all structural maintenance and repairs, including doing such acts or things and taking such steps to ensure that the Leased Asset(s) suffer no damage, loss or diminution in value (excluding Ordinary Maintenance and Repair) without which, in our opinion, the Leased Asset(s) could not be reasonably and properly used by the Customer in the ordinary course of use.

**Master Lease Agreement** means, in relation to an Ijarah Property Finance (Multiple Drawdown), the master lease agreement to be entered into between the Customer and us, which sets out the common terms governing all Lease Contracts to be executed thereunder in respect of each Leased Asset financed under that Ijarah Finance.

**Material Adverse Change** means, in our reasonable opinion, a material adverse effect on or material adverse change in:

- (a) the financial condition, assets or prospects of any Obligor; or
- (b) the ability of any Obligor to perform and comply with that Obligor's obligations under any Finance Document to which that Obligor is a party; or
- (c) the validity or enforceability of, or the effectiveness of, any Finance Document or our rights or remedies of under any Finance Document; or
- (d) the validity or enforceability of, or the effectiveness or ranking of, any Security Document or our rights or remedies of under any Security Document.

**Maturity Date** means: (a) in relation to an Ijarah Property Finance (Multiple Drawdown), the date specified as the "Maturity Date" in the relevant Lease Contract (or the FOL for that Lease Contract), being the date on which all amounts then due under that Lease Contract fall due (unless accelerated or extended in accordance with the Finance Documents); and (b) in relation to a Commodity Murabaha Finance (including the Long-Form/Short-Form structure), the date specified as the "Maturity Date" in the relevant FOL or Murabaha Contract

**Murabaha Auto Finance** means a Shari'ah-compliant finance provided by us for the purchase of a vehicle,

**Murabaha Contract** means (a) for a Commodity Murabaha Finance (Standard), the contract constituted by the issue of a Murabaha Purchase Offer and a Murabaha Purchase Acceptance; and (b) for a Commodity Murabaha Finance (Long-Form/ Short-Form), each Long Murabaha Contract and each Periodic Murabaha Contract.

**Murabaha Effective Date** means, in relation to any Transaction, the date on which we receive the relevant Murabaha Purchase Acceptance (or, in the case of a Periodic Murabaha Contract, the effective date specified in the corresponding Exercise Notice).

**Murabaha Increased Costs** means, in relation to each Transaction, the amount of any Increased Costs claimed by us, as calculated by us in our sole and absolute discretion.

**Murabaha Purchase Acceptance** means, in relation to any Transaction, a written notice sent by the Agent for and on the Customer's behalf to us in accordance with Clause 3.3 of the Master Commodity Murabaha Agreement, in the form acceptable to us.

**Murabaha Purchase Offer** means, in relation to any Transaction, a written notice sent by us to the Agent in accordance with Clause 3.3 of the Master Commodity Murabaha Agreement, in a form acceptable to us.

**Notification Channels** means any notification channel used by us, including without limitation displays at our branches, telephone, SMS, email, Website, mobile application notification, letter and any other electronic methods of communication used by us from time to time.

**Obligor** means the Customer, a Guarantor or a Security Provider.

**On-sale Transaction** means a spot sale by the Customer (acting through the Agent) of the Commodities to Broker B in the LME market in accordance with the relevant Broker Documentation.

**Ordinary Maintenance and Repair** means, in relation to an Ijarah Finance, all repairs, replacements, acts, maintenance, and upkeep works required for the general use and operation of the Leased

Asset or to keep, repair, maintain and preserve the Leased Asset in good order, state, and condition (excluding Major Maintenance and Structural Repair).

**Outstanding Fixed Rental** means, in relation to an Ijarah Finance, at any time, the Approved Finance Amount, less the aggregate of all amounts in respect of Fixed Rental paid by the Customer to us after the Lease Effective Date (or in relation to an Ijarah Property Finance (Multiple Drawdown), the start date of the first Lease Contract) under the Lease Agreement, the Sale Undertaking and the Purchase Undertaking, in each case relating to that Ijarah Finance.

**Party** means us or the Customer.

**Partial Loss** means, in relation to an Ijarah Finance, any loss, destruction of or damage to the relevant Leased Asset(s) which is not a Total Loss, and which requires Major Maintenance and Structural Repair.

**Periodic Murabaha Contract** means in relation to a Commodity Murabaha Finance (Long Form and Short Form), an independent murabaha contract entered into pursuant to a Purchase Undertaking following delivery of an Exercise Notice, on the terms set out in the Master Commodity Murabaha Agreement and the Exercise Notice.

**Permitted Credit and Guarantees** in relation to a Finance, has the meaning given to it in the most recent FOL or the Finance Agreement, in each case relating to that Finance.

**Permitted Disposal** in relation to a Finance, has the meaning given to it in the most recent FOL or the Finance Agreement, in each case relating to that Finance.

**Permitted Encumbrance** in relation to a Finance, has the meaning given to it in the most recent FOL or the Finance Agreement, in each case relating to that Finance.

**Permitted Indebtedness** has the meaning given to it in the most recent FOL or the Finance Agreement, in each case relating to that Finance.

**Product Terms** means the terms and conditions set out in Section B (Product Terms - Auto Finance (Murabaha)), Section C (Product Terms - Ijarah Finance), Section C (Product Terms - Commodity Murabaha Facility) applicable to a Finance, as set out in Clause 1.4 of Section A (General Terms) of these Master Terms.

**Profit Period** has the meaning given to the term in the FOL and the Finance Agreements.

**Promise to Lease** means, in relation to an Ijarah Finance, the promise issued by the Customer to us on or about the date of the Lease Agreement for that Ijarah Finance.

**Proprietorship Taxes** means, in relation to a Leased Asset, any Taxes imposed, charged or levied against a proprietor of such Leased Asset, and excluding any Taxes that are imposed, charged or levied against a lessee or a tenant.

**Purchase Istisna Agreement** means, in relation to a Forward Ijarah Property Finance, the agreement entered into or to be entered between us (as purchaser) and the Customer (as seller) pursuant to which the Customer undertakes to construct, manufacture or procure the construction or manufacture of the relevant Leased Asset.

**Purchase Offer and Promise to Purchase** means, in relation to a Murabaha auto Finance, the purchase offer and promise to purchase issued by the Customer in our favor on or about the date of the Vehicle Murabaha Agreement for that Murabaha auto Finance.

**Purchase Transaction** means, in relation to a Commodity Murabaha Finance, an agreement between us and Broker A for the spot purchase of the Commodities in accordance with the relevant Broker Documentation.

**Purchase Undertaking** means, (a) in relation to an Ijarah Finance, the purchase undertaking dated on or about the date of the Lease Agreement for that Ijarah Finance entered into by the Customer in our favour; and (b) in relation to a Commodity Murabaha Finance (Long-Form or Short-Form), the purchase undertaking executed by the Customer in our favour pursuant to which the Customer irrevocably undertakes to purchase the Commodities from us upon exercise by us through an Exercise Notice.

**Rental Payment** means, in relation to an Ijarah Finance, the total amount of rent payable by the Customer to the Bank in respect of a Lease Period, comprising (as applicable):

- (a) Fixed Rental;
- (b) Variable Rental;
- (c) Supplemental Rental; and
- (d) any Increased Costs Component,

in each case determined in accordance with the Lease Agreement (or, in the case of an Ijarah Property Finance (Multiple Drawdown), the relevant Lease Contract executed under the Master Lease Agreement).

**Rental Payment Date** means, in relation to an Ijarah Finance:

- (e) in relation to any Fixed Rental of a Rental Payment, a Fixed Rental Payment Date (and, in the case of an Ijarah Property Finance (Multiple Drawdown), each payment date specified for Fixed Rental in the relevant Lease Contract executed under the Master Lease Agreement);
- (f) in relation to any Variable Rental of a Rental Payment, the last day of the Lease Period to which that Variable Rental relates;
- (g) in relation to any Supplemental Rental of a Rental Payment, the last day of the Lease Period to which that Supplemental Rental relates; and
- (h) in relation to any Increased Costs Component of a Rental Payment, the first day of the Lease Period immediately following the Lease Period to which that Increased Costs Component relates.

**Restricted Party** means a person that is:

- (a) listed on any Sanctions List;
- (b) at least 50% owned or otherwise controlled (as such term is used and applied in the relevant Sanctions) by, or (to the Customer's knowledge) acting on behalf, or at the direction, of any persons that are listed on any Sanctions List; or
- (c) otherwise, a target of Sanctions ("**target of Sanctions**" signifying a person with whom a US person or other national of a Sanctions Authority would be prohibited or restricted by law from engaging in trade, business or other activities).

**Sale Price** means, in relation to a Murabaha auto Finance the sale price set out in Schedule 1 of the Vehicle Murabaha Agreement for that Murabaha auto Finance and in relation to a Commodity Murabaha Finance, the meaning given to that term in the relevant Master Commodity Murabaha Agreement.

**Sale Undertaking** means, in relation to an Ijarah Finance, the sale undertaking dated on or about the date of the Lease Agreement for that Ijarah Finance entered into by us in the Customer's favor.

**Sanctions** means any economic, trade or financial sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by a Sanctions Authority.

**Sanctions Authorities** means the United States of America, the United Nations, the European Union, the United Kingdom, the UAE or the respective governmental institutions and agencies of any of the foregoing, including, without limitation the Office of Foreign Asset Control of the US Department of the Treasury ("OFAC"), the United States Departments of State and Commerce and His Majesty's Treasury.

**Sanctions List** means the "Specially Designated Nationals and Blocked Persons" Sectoral Sanctions Identifications and Foreign Sanctions Evaders lists maintained by OFAC, the Consolidated List of Financial Sanctions Targets (Asset Freeze Targets and the Investments Ban Lists) maintained by His Majesty's Treasury, or any similar lists maintained by, or public announcement of Sanctions designation made by, any of the Sanctions Authorities, each as amended, supplemented or substituted from time to time.

**Security** means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment as security, title retention or any other type of arrangement that has a similar effect to any such security.

**Security Documents** means, in relation to a Finance:

- (a) the security documents listed in the FOL or the Finance Agreement, in each case relating to that Finance relating to that Finance;
- (b) any document evidencing or creating Security over any asset to secure any obligation of any Obligor to us; and
- (c) any other document designated as such by the Customer and us or by any Security Provider and us.

**Security Margin** means, in relation to a Murabaha Auto Finance, the security margin payable or paid by the Customer to us in an amount set out in the Vehicle Murabaha Agreement for that Murabaha auto Finance.

**Security Provider** means any person providing or granting any Security in our favor pursuant to the Security Documents.

**Service Agent** in relation to an Ijarah Finance has the meaning given to it in the Service Agency Agreement of that Ijarah Finance.

**Service Agency Agreement** means, in relation to an Ijarah Finance, the service agency agreement dated on or about the date of the Lease Agreement of that Ijarah Finance between the Service Agent and us.

**Services Charge Amount** in relation to an Ijarah Finance has the meaning given to it in the Service Agency Agreement of that Ijarah Finance.

**Services Charge Amount Payment Date** means, in relation to an Ijarah Finance, a Rental Payment Date on which the Supplemental Rental of the Rental Payment is due.

**Services End Date** means, in relation to an Ijarah Finance, the date on which all amounts payable to us in respect of the relevant Leased Asset(s) under the Finance Documents of that Ijarah Finance have been paid in full.

**Services Period** means, in relation to an Ijarah Finance, the period commencing on the date of the Service Agency Agreement (or, in the case of Ijarah Property Finance (Multiple Drawdown), the date of the relevant Lease Contract executed under the Lease Agreement) and ending on the Services End Date.

**Shari'ah** means the rules, principles and parameters of Islamic law.

**Shari'ah Compliant Financial Indebtedness** means any financial obligation for or in respect of:

- (a) financing obtaining or accepted under any Shari'ah compliant transaction;
- (b) any amount raised by acceptance under any acceptance financing facility or dematerialised equivalent;
- (c) any amount raised pursuant to any note purchase facility or the issue of Sukuk, Shari'ah compliant notes, Shari'ah compliant stock finance or any similar instrument;
- (d) the amount of any liability in respect of any lease or Shari'ah compliant hire purchase contract which would, in accordance with IFRS, be treated as on a balance sheet;
- (e) any amount raised under any other transaction (including any Shari'ah compliant forward Waad for sale or purchase) of a type not referred to in any other paragraph of this definition having the commercial effect of a financing;
- (f) any Shari'ah compliant derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any Shari'ah compliant derivative transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that derivative transaction, that amount) shall be taken into account);
- (g) any counter-indemnity obligation in respect of a guarantee, indemnity, Sukuk, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;
- (h) the amount of any liability under an advance or deferred purchase agreement if one of the primary reasons behind the entry into the agreement is to raise finance; and
- (i) the amount of any liability in respect of any guarantee or for any of the items referred to in paragraphs (a) to (h) above.

**Shari'ah Standards** the latest publication of the written set of Shari'ah principles and guidelines related to financial transactions published by AAOIFI as interpreted by HSA and our ISSC.

**SOFR** means the secured overnight financing rate (SOFR) administered by the Federal Reserve Bank of New York (or any other person which takes over the administration of that rate) published by the Federal Reserve Bank of New York (or any other person which takes over the publication of that rate).

**Start Date** means, in respect of a Lease Contract under an Ijarah Property Finance (Multiple Drawdown), the date of that Lease Contract.

**Subsidiary** means an entity of which a person has direct or indirect control.

**Supplemental Rental** means, in relation to a Lease Period of an Ijarah Finance, the Services Charge Amount incurred during the immediately preceding Lease Period of that Ijarah Finance (or, in the case of an Ijarah Property Finance (Multiple Drawdown), in respect of the relevant Leased Asset under the applicable Lease Contract executed pursuant to the Master Lease Agreement).

**Tariff of Charges** means our standard tariff of charges, available at our Website and in our branches, or otherwise available on request, as amended, supplemented or substituted from time to time.

**Tax Deduction** means a deduction or withholding for or on account of Tax from a payment under a Finance Document.

**Taxes** means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any related charges).

**Term SOFR** means the term SOFR reference rate administered by CME Group Benchmark Administration Limited (or any other person which takes over the administration of that rate) for the relevant period published by CME Group Benchmark Administration Limited (or any other person which takes over the publication of that rate).

**Transaction** means, in relation to a Commodity Murabaha Finance, (a) for a Commodity Murabaha Finance (Standard), a transaction for the sale of the Commodities by us to the Customer under a Murabaha Contract; and (b) for a Commodity Murabaha Finance (Long-Form/Short-Form), each Long Murabaha Contract and each Periodic Murabaha Contract entered into pursuant to the Master Commodity Murabaha Agreement and the Purchase Undertaking.

**Transaction Documents** means, in relation to a Finance, the transaction documents identified in the FOL or the Finance Agreement, in each case relating to that Finance.

**Transaction Request** in relation to a Commodity Murabaha Finance has the meaning given to in the Master Commodity Murabaha Agreement.

**Title Agency Agreement** means, in relation to an Ijarah Finance, the title agency agreement dated on or about the date of the Lease Agreement for that Ijarah Finance entered into by the Customer and us.

**Total Loss** means, in relation to an Ijarah Finance, the total loss or destruction of, or damage to the whole of the Leased Asset(s) or any event or occurrence that renders the whole of the Leased Asset(s) permanently unfit for any economic use and the repair or remedial work in respect thereof is wholly uneconomical.

**UAE** means United Arab Emirates.

**Variable Rental** in relation to an Ijarah Finance has the meaning given to it in the Lease Agreement of that Ijarah Finance.

**VAT** means:

- (a) any value added tax imposed in compliance with the federal laws of the United Arab Emirates; and

- (b) any other tax of a similar nature, whether imposed in the United Arab Emirates in substitution for, or levied in addition to, such tax referred to in paragraph (a) above, or imposed elsewhere.

**Vehicle** means, in relation to a Murabaha auto Finance, has the meaning given to it in the Vehicle Murabaha Agreement for that Murabaha auto Finance.

**Vehicle Murabaha Agreement** means, in relation to a Murabaha auto Finance, the vehicle murabaha agreement entered into between the Customer and us.

**Website** means our website accessible at [www.ajmanbank.ae](http://www.ajmanbank.ae).

## 2. CONSTRUCTION

- (a) Unless a contrary indication appears, any reference in these Master Terms or any Finance Document to:
- (i) the "Bank", the "Customer", any "Security Provider", any "Guarantor", any "Obligor", any "Party", the "Purchaser", the "Seller", the "Buyer" or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under the Finance Documents;
  - (ii) "assets" includes businesses, undertakings, securities, properties, revenues or rights of every description and whether present or future, actual or contingent;
  - (iii) a "Finance Document", a "Transaction Document" or any other agreement or instrument is a reference to that Finance Document or Transaction Document or other agreement or instrument as amended, novated, supplemented, extended or restated;
  - (iv) "indebtedness" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
  - (v) a "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);
  - (vi) a "law" includes any law, statute, constitution, decree, judgment, treaty, regulation, rule, byelaws, order, other legislative measure, directive, requirement, request or guideline (having the force of law) of any government, supranational, local government, court, statutory or regulatory or self-regulatory or similar body or authority;
  - (vii) a "regulation" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
  - (viii) a provision of law is a reference to that provision as amended or re-enacted from time to time;
  - (ix) Paragraph is to a paragraph of these Master Terms unless the context requires otherwise;

- (x) Section is to a section of these Master Terms unless the context requires otherwise;
  - (xi) "including" shall be construed as meaning "including, without limitation";
  - (xii) words in the singular include the plural and vice versa;
  - (xiii) one gender includes a reference to the other genders; and
  - (xiv) a time of day is a reference to UAE time.
- (b) Section, Clause and Paragraph headings are for ease of reference only.
  - (c) Unless a contrary indication appears, a term used in any other Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in these Master Terms.
  - (d) An Event of Default is "**continuing**" if it has not been remedied or waived.
  - (e) In relation to each Finance, the provision of each Finance Agreement shall be read and construed in conjunction with the provisions of these Master Terms and the FOL relating to that Finance.
  - (f) In relation to a Finance, where there is any inconsistency between:
    - (i) the terms of these Master Terms and the terms of the FOL relating to that Finance, the terms of the FOL shall prevail;
    - (ii) the terms of these Master Terms and any Finance Agreement relating to that Finance, the terms of that Finance Agreement shall prevail; or
    - (iii) the terms of any Finance Agreement and the terms of the FOL, in each case relating to that Finance, the terms of the FOL shall prevail.

### 3. CURRENCY SYMBOLS AND DEFINITIONS

"AED" and "Dirhams" denote the lawful currency of the UAE.

"USD" and "Dollars" denote the lawful currency of the United States of America.

### 4. THIRD PARTY RIGHTS

- (a) Unless expressly provided to the contrary in a Finance Document a person who is not a Party to a Finance Document has no right to enforce or to enjoy the benefit of any term of these Master Terms or any Finance Document.
- (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party to a Finance Document is not required to rescind or vary these Master Terms or any Finance Document at any time.

### DECLARATION

We have read and fully understand these Master Terms (including the relevant Product Terms) and their application to any Finance availed by us from the Bank and we agree to comply with and be bound by them.



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For and on behalf of [●]

By

Authorised signatory's name:

Title:

Date: