

TERMS & CONDITIONS FOR CURRENT, CALL, SAVINGS AND FIXED DEPOSITS - PERSONAL ACCOUNTS

1. Withdrawals may be made only against an available balance (see Para 2 d below) or in case of Current Account, within an agreed overdraft limit, in cash, against cheques/ withdrawal slips which should be drawn on forms approved by the Bank and against written orders to pay or transfer. Withdrawals may also be made by an ATM Debit or other Credit Cards or any other Electronic Banking facility granted to the Customer against relevant terms and conditions stipulated therein.
 - a. The Bank shall credit the Customer's Account with sums deposited by the Customer and the Bank shall also credit the Customer's Account with any amount paid in or transferred by any third party for the benefit of the Customer.
 - b. Cheques and other instruments drawn to the order of Customer or to bearer will be accepted for collection and credit to his/her account but may not be drawn against until cleared. The Bank reserves the right to debit the Customer's Account with the value of any returned cheque for any reason whatsoever.
 - c. When a cheque or a withdrawal slip drawn on one branch of the Bank is presented for payment at another branch of the Bank, the Bank shall have the right in its entire discretion to pay the cheque or withdrawal slip presented or to not to pay without being obliged to furnish justifications.
 - d. For the purpose of these conditions the term "available balance" in the Account means the amount standing to the credit of the Account less any cheques or other payable orders deposited which are drawn on other banks and which have not been cleared (uncleared funds) and funds put on hold by the Bank by exercise of its right of first priority lien or by orders of the Court/Statutory Bodies (blocked funds).
 - e. Cheques will not be issued on Call Accounts. Withdrawals from Call Account will be allowed only against Customer's written instruction(s) and subject to available balance in the Account.
2. The Bank shall send to the Customer, at the address last given by the Customer, upon request or at one/three/six month intervals, unless otherwise agreed, a Statement of Account showing entries made in the Account since the last statement and specifying the balance in the Account. If the Bank does not receive an objection to the statement within fifteen days from the date of sending the same, the Customer shall be deemed to have confirmed the correctness of the Account, errors and omissions excepted, and shall thereafter have no right to claim that it is incorrect.
3. The Bank may at any time in its discretion stop operation of an Account, whether it is in debit or in credit, by notifying the Customer in writing and the Customer shall thereupon repay the amount of any debit balance and for current accounts, any interest or other charges and expenses accrued thereon.
4. The Bank may at any time and without notice to the Customer combine or consolidate all or any of the Customer's Accounts at any of its branches and set off or transfer any sum or sums standing to the credit of any one or more of such Accounts or any amount received by the Bank or any other asset in the Bank's custody and control in or towards satisfaction of any Customer's liabilities or debts to the Bank on any other account or for any reason whether such liabilities be actual or contingent, primary or collateral, several or joint. The combinations, consolidation, set-off and transfers referred to in this Clause may be made on one or more occasions and at any time at the Bank's absolute discretion. The exercise or non-exercise of its right under this Clause shall not affect any right to security held by the Bank.
5. The Bank has the right without reference to the Customer to debit the Customer's Account with all expenses, fees, including ledger fees, interest, commissions, taxes and stamp duties, postage, telex, telephone and other expenses paid or incurred on behalf of the Customer or arising out of any dealings between the Bank and the Customer or by the Bank and third parties pursuant to the Customers' instructions, the Bank has also the right to recover such fees, the Bank may deem necessary to maintain the Account(s) such as fees on deficiency in maintaining minimum balances and fees on holding dormant accounts.
6. The Bank's books, records and entries shall, in the absence of manifest errors, form conclusive evidence in any dispute between the Customer and the Bank.
7. The Bank shall not be responsible for any loss of or damage to any cheque or any other instrument or document including cards and electronic data files while the same is in transmission from the Bank to the Customer or from the Customer to the Bank or during any collection or similar process. Any letter, advice, statement or other communication mailed to the Customer at the address given is presumed to be duly received by the Customer if and when mailed to the address maintained in the Bank's registers.
8. The Bank and the Customer submit to the jurisdiction of the Courts of Kuwait but without prejudice to the Bank's general right to take proceedings, where necessary, in any other jurisdiction.
9. If a Customer maintains an Account with the Bank denominated in any currency other than Kuwaiti Dinars (KWD), the following conditions will also apply:
 - a. Any amount withdrawn by the Customer shall be paid in the currency in which the Account is denominated. The withdrawal may be made in cash, by Demand Draft, Transfer or any other means as required by the Customer subject to deduction of commission and/or charges as per Bank Tariff as applicable. Withdrawals in Cash in foreign currency require prior written notice from the Customer. The notice period will be determined by the Bank at the time of withdrawal and the relative amounts will not earn interest for that period. Foreign currency exchange rates will be determined by the Bank.
 - b. The Bank shall have no responsibility for or liability to the Account Holder for any diminution due to taxes or imposts or depreciation in the value of funds credited to the Account.
 - c. The Bank shall have absolute discretion, upon providing a fifteen days' notice to the Account holder(s), to discharge of its entire liability with respect to the Account, or may close the Account, whereby it shall mail to the Account holder(s), at the address last recorded with the Bank, a Bankers' draft in the amount of the then credit balance of the Account and in the currency in which the Account was denominated payable to the Account holder(s) without recourse on the Bank as drawer of the draft.
 - d. The dealings in the funds by the Bank in accordance with the Customers' instructions and/or the provisions of this Agreement shall be a full and complete discharge for the Bank from all liabilities and obligations with respect to the balance of the Account and interest accrued thereon.
10. The Bank reserves the right to amend or add to these general conditions at any time by notifying the Customer in writing by means of any communication as desired by the Bank.
11. The Customer shall maintain such minimum balance in the Account as the Bank may prescribe from time to time. Such amount will be advised by a notice displayed at the Bank premises or through the Bank's website.

12. The Customer may close his/her account at any time by withdrawing the entire balance. The Customer should submit "Application For Closing of Account" form duly completed.
13. In the case of the demise of the Account Holder, the heirs or other persons entitled to receive the property of the deceased Account Holder must establish their rights in accordance with the laws in force.
14. The Bank reserves the right to close any Account without assigning a reason. This will not constitute any obligation on the part of the Bank who will inform Account Holder(s) of such action.
15. Accounts for minors may be opened and operated by their father or legally appointed guardian following the Bank's internal requirements/ Central Bank regulations/ local laws as applicable.
16. The Bank shall have the right to freeze credit balances in any of the Accounts in the name of the Customer or any associated Account pursuant to the law or on receipt of a court order to this effect.
17. The Customer explicitly understands and undertakes that he is the sole beneficiary of the Account or any other accounts that may be opened in the future in his name and that it will not be used in any money laundering and financing terrorism transactions. The Bank may, if the contrary is established, take necessary means and procedure stipulated in Anti Money Laundering and Combating Financing Terrorism (AML and CFT) Law No 106/2013 without any responsibility on the Bank therefor. The Bank also may set aside any funds transferred to the Account immediately on the rise of suspicions involving Money Laundering operations, to its full discretion of the Bank and without holding any responsibility therefore.
18. The Bank reserves the right to rectify any erroneous credits to the Customer's account without pre-advance to the Customer,
19. Disclosure of Information
 - a. The Customer acknowledges that the Bank is authorized to respond to any other banks enquiries relating to the Customer's status without any responsibility or commitment on the part of the Bank or its officers by confidentially supplying the required information, without the Customer's prior approval or notice.
 - b. The Bank is authorized to respond to inquiries of authorities other than banks, under the following special circumstances under compulsion of law; in the national interest and if and when required by local authorities.

Current Accounts Only

20. The Customer must ensure the safekeeping of all cheque forms issued by the Bank and immediately notify the Bank in writing in the event of any loss. If the Customer closes the Account all un-issued cheque book/leaves should be returned to any of the Bank's branches against a written receipt. If the Bank does not receive such notice or the un-issued cheque book leaves at the time of Account closure, the Customer will be solely held responsible for any loss resulting from the misuse of such lost or stolen cheque forms.
21. In the event of the Bank granting the Customer overdraft facilities to an extent and for a period which the Bank in its sole discretion may decide, the Customer undertakes to pay interest on such overdraft at the rate specified by the Bank from time to time. Interest shall be calculated daily basis and compounded monthly. Such interest will be calculated at the maximum contractual interest rate imposed by the Central Bank on the date the overdraft or facilities are granted, and or the highest rate determined and announced in the future by the Central Bank of Kuwait whichever is higher. The Bank has the full right at any time, with notice to the Customer by appropriate means, to change the rate of interest as determined and announced by the Central Bank of Kuwait and in all circumstances the applicable rate is deemed and agreed to have the binding force of a contractual agreement between the Bank and the Customer.
22. Credit balances in Current Accounts shall not earn interest for the Customer. Credit balances in Call Account shall earn interest at the rate determined and announced by the Bank and shall be calculated on the available credit balance on daily basis and paid every three months.
23. The Customer must settle immediately all Accounts in debit together with interest charges, commissions and other expenses upon demand by the Bank for such repayment for whatever reason even if such facility was allowed by the Bank without prior arrangement or specific agreement of the Customer.
24. The Bank is authorized to debit the Account with all expenses and disbursements incurred in recovering amounts owing to it including all legal costs and expenses and costs related to taking, realizing and executing any security and any other expenses.
25. Stop Payment instructions will not be accepted by the Bank except in the event of loss or theft of a cheque or bankruptcy of the holder. The acceptance of a stop payment instruction by the Bank shall be at the complete responsibility of the Customer for whatever reason it might be, including legal costs, fees, penalties, etc. In the case of stop payment for loss of a blank cheque or cheque book, the Customer may be required by the Bank to close the Account and open a new Account. Stop payment instruction will only be accepted in writing on the Bank's forms containing conditions for stop payment. The Bank may accept stop payment instructions on a request by letter from the Customer provided the Customer subsequently confirms this request by signing the Bank's stop payment form, and the Bank shall not be held liable for and shall be indemnified by the Customer against any consequences in the meantime.
26. While issuing cheques to the third parties, it is the Customer's obligation to ensure that cheques are issued against available balance in the Account. The Customer acknowledges his absolute and irrevocable agreement to comply with the instructions of the Central Bank of Kuwait with respect to closing a cheque account and adding the name to the list of customers whose accounts have been closed due to return of three cheques in one year for reasons of insufficient funds whether drawn by him or his lawful representatives. The Bank may at its own discretion open a non checking account for the Customer and transfer the outstanding balance be it in credit or debit to this new account. The Customer will bear all the legal responsibility resulting from issuing cheques on the accounts that are closed due to return of cheques and shall have no recourse on the Bank for closing the accounts, adding the names to the list of closed accounts or any other steps taken by the Bank.
27. For each cheque that is returned by the Bank due to insufficient funds, the Account will be debited with related charges as prescribed by the Bank.

Savings Accounts Only

28. The Bank recognizes no owner of a Savings Account balance other than the person in whose name the Account has been opened.
29. The Bank should be informed promptly of any change of address of the Customer.
30. Account Holders must present themselves in person to make any withdrawals from the Account and may appoint an authorization on the Bank's "Power of Attorney Form" or by a Power of Attorney attested by a Notary Public.
31. Cheque Books will not be issued to Savings Account(s). The withdrawal form supplied by the Bank must be completed and presented when withdrawal is to be made at the Branch counter.
32. Withdrawals may be made as frequently as required subject to the minimum balance being retained in the Account.
33. Interest
 - a. Interest at the rate to be determined from time to time by the Bank will be calculated on the monthly minimum balance available in the Account during the month.
 - b. The Bank reserves the right to change the rate of interest. Details of any changes will be exhibited on the Notice Board of the Bank.
 - c. If the minimum balance in the Account during the month falls below the limit prescribed by the Bank, no interest will be paid and the Account will be charged for monthly maintenance, if applicable.
 - d. Interest earned will be credited to the Savings Account six months that is every June and December. In the case where the Account holder wishes to close the Account, then, the interest to be credited will be calculated upto the end of the full calendar month preceding the date of the Account closure.
 - e. An Account Holder who does not wish to receive interest must advise the Bank accordingly in writing.

Fixed Deposits Only

34. Each deposit made on, after or renewed subsequent to the date appearing on the face hereof is subject to the condition of this agreement herein below.
35. Within reasonable time after the commencement of the original period or renewal, the Bank shall mail by ordinary post addressed to the depositor's last known address a Fixed Deposit Advice with the details of principal amount of deposit and other applicable terms of deposit.
36. If the deposit is not to remain for an additional period, no interest shall be paid on the deposit balance for any period beyond the expiration of the original deposit period or immediately preceding additional deposit period, as the case may be.
37. On the death or loss of legal capacity of either/ any of the account holder(s), the other(s) must duly notify the bank within period 10days of the death or loss of legal capacity. The Bank, shall suspend withdrawal from the joint account from the date of being notified until a successor is appointed. The acceptability of the document evidencing appointment of the successor(s) will be under the sole discretion of the Bank
38. Unless otherwise agreed by the Bank, foreign currency deposit withdrawal may only be made at the expiration of the original or any additional deposit period and if so agreed to by the Bank; each withdrawal made by the depositor will be subject to the terms and conditions governing such withdrawal as are established by the Bank at the time of withdrawal.
39. The Bank, if requested by the customer, shall pay out in the currency in which the account is denominated. The withdrawal may be made in cash, by demand Draft, Swift Transfer or any other means as required by the customer subject to deduction of commission and/or charges per bank tariff as applicable. Withdrawal in cash will require prior written notice from the customer and are subject to prevailing AML and CFT regulation. The notice period will be determined by the bank at the time of withdrawal and the relative amount will not earn interest during the notice period. Foreign Currency exchange rates are determined by the Bank
40. The Bank shall have no responsibility for or liability to the account holder for any diminution due to taxes or imposts or depreciation in the value of funds credited to the account.
41. The Bank may at any time at its discretion, after providing 15 days notice, discharge entire liability with respect to the account, by mailing to the account holder at the address on record at the bank, a draft in the currency of the account at the banks foreign exchange rate prevailing at the time without recourse to the bank as drawer, payable to the order of the account holder in the amount of then the credit balance of the account.
42. The disposal of the funds by the banking accordance with the customer instruction and the provisions of this agreement shall discharge the Bank from all obligations in respect of the account balance or interest thereon.

Joint Accounts Only

43. For Personal Joint Accounts the following mandate to be filled in (*delete and/or fill as necessary):
 - a. We (the "Customers"), authorise you to honour all drawings and to carry out all other instructions related to this Account signed by *BOTH/ ALL/ANY of us and to debit such Account(s) any Bill of Exchange or Promissory Notes so accepted or so made by us as mentioned hereinabove, regardless whether such honouring, execution of instructions or debiting may cause such Account(s) to be overdrawn or any overdraft thereon to be increased. The Bank has the right to refuse to allow any such overdraft or increase of overdraft; and we agree that any liability towards you incurred by us on such Account(s) shall be joint and several.
 - b. We, also without in any way limiting the foregoing general request and authority hereinabove mentioned, authorise you at the request of "BOTH/ALL/ANY of us to make any advance to us by way of loan or overdraft or discount or in any manner howsoever with or without security; and we undertake that any liability or obligation to you incurred by us in respect of any such advance shall be joint and several.
 - c. We, also without in any way limiting the foregoing general request and authority aforementioned, authorise you to deliver and hand over anything received by or deposited with you by way of security or for safe custody or collection or any other purpose whatsoever on our Account(s) against the written receipt or instruction of "BOTH/ALL/ANY of us.
 - d. Upon the death or loss of legal capacity of Either/Any of us the other (s) party must duly notify the Bank in writing and within a maximum period of ten days from the date of death or loss of legal capacity. The Bank shall suspend withdrawals from the joint Account as from the date

of being notified until a successor is appointed. The acceptability of the document evidencing appointment of the successor(s) will be under the sole discretion of the Bank.

Additionally:

The share of the joint Account holders are deemed to be equal, unless stated and agreed to otherwise otherwise. The Bank, without prior notice shall take the following action in case:

- If the Bank receives a notification from one of the joint Account holders stating thereby that he has a dispute /disagreement with any holder of this Account, the Bank will close the Account(s).
- If an attachment is issued against any of the joint Account holders regardless of the reason, the Account will be frozen.
- If one of the joint Account holders is declared bankrupt, the Account will be frozen.

Overdraft Protection, Automatic Transfer Only

44. Instructions relative to Overdraft Protection and Automatic Transfer(s) (if requested) will continue to be executed until these are revoked by the Customer in writing. The Bank will not be held responsible if these instructions are not executed due to the failure of the computer system or any other reasons which are beyond the control of the Bank. For Automatic Transfer(s) the Customer shall ensure that adequate cleared funds are made available in the Account on the appointed dates. The Customer shall agree that the Bank will not be responsible for any delays or non-execution of the Customer's instruction(s) for want of adequate cleared funds in the Account. All the Bank's charges will be debited to Customer's Account under advice to the Customer.

Telephone Banking Only

45. The Bank shall not be liable in any way if instruction entered via Telephone Banking system is not accepted or is rejected due to any reason.

Nbad Retail On Line Banking

46. Customer shall use the NBAD Retail Online Banking, in terms of its usage and the customers are required to follow these terms and conditions strictly. Please refer to Retail Online terms and conditions issued separately.

Nbad Visa Electron Debit Cards

47. Please provide Me/ US with NBAD Card(s) and Personal Identification Numbers (PIN). I/We agree and accept to be bound by the following terms and conditions of use as may be amended from time to time. I/We hereby authorize the Bank to debit the named Account(s) for all amounts arising from the use of Principal and/or Supplementary Card(s) issued and/or any sum(s) deemed appropriate by the Bank.

48. DEFINITIONS

- (i) "Bank" means National Bank of Abu Dhabi (NBAD), its successor(s) and/or assignee(s);
- (ii) "Card/s" means the NBAD Visa Electron Debit Cards;
- (iii) "Principal Cardholder" means a person maintaining a "Cardholder Account" (as defined below) and for whose use a Card is issued by the Bank;
- (iv) "Supplementary Cardholder" means a Cardholder nominated by the Principal Cardholder under condition 52 below;
- (v) "Cardholder" means the Principal Cardholder or a Supplementary Cardholder for whose use a Card is issued by the Bank.
- (vi) "Cardholder's Account" means the Current and/or Savings Account maintained by the Principal Cardholder with the Bank.
- (vii) "PIN" means Personal Identification Number issued to the Cardholder.

49. The Cards issued by the Bank are strictly for ELECTRONIC USE ONLY. Accordingly, these Cards should be used by the Cardholder only at designated Automated Teller Machines (ATMs) and Electronic Point of Sale Terminals (POSTs)

50. Mail Order, Telephone Order, Internet transactions and other transactions of a similar nature where the Card is not present and/or magnetic stripe is not read in full are strictly prohibited.

51. The Bank shall not be responsible for any loss or damage, financial or otherwise, which a Cardholder may sustain as a result of unauthorized use of the Card as stated in this paragraph. However, the Bank reserves the right to debit the Cardholder's Account with the value of all such non-electronic transactions.

52. The Bank may issue Supplementary Card(s) to person(s) specified by the Principal Cardholder. However, the Principal Cardholder will be irrevocably, unconditionally, and fully liable for all amounts which may arise from the use of the Supplementary Card(s) or Card number(s).

53. The Card shall remain, at all times, the property of the Bank. On request, all or any Cards, issued for use on the Cardholder's Account must be returned to the Bank or to any other person acting for the Bank.

54. Cash deposits made through the Bank's ATMs (as and when the facility made available) will be credited to the Cardholder's Account on the following working day subject to physical counting and verification by the Bank. Cheques deposited will be credited to the Cardholder's Account upon actual realization by the Bank of the funds representing the amounts of the cheques.

55. The amount of any ATM and/or POS transaction in a currency other than KWD will be converted at the rate of exchange as determined by the Bank on the date when the ATM or POS transaction is debited to the Cardholder's Account. In addition, cash withdrawal, balance enquiry and other permitted transactions at Non-NBAD ATMs and/or POS terminals shall be charged a transaction based fee which shall be determined by the Bank from time to time.

56. The Bank may, at any time, without prior notice, cancel or suspend the right to use the Card or refuse to renew or reissue or replace any Card, without affecting the Cardholder's obligations set out in these Terms and Conditions which shall remain in force until all liabilities of the Card have been finally, fully and satisfactorily settled.

57. The Card must be signed by the Cardholder immediately upon receipt and may only be used:
 - (i) By the Cardholder only.
 - (ii) Subject to the Terms and Conditions prevailing and applicable at the time of use.
 - (iii) Within the available balance in the Cardholder's Account.
 - (iv) Subject to the right of the Bank, in its absolute discretion and without prior notice, at any time to withdraw the right to use the Card for, or to refuse any request for authorization of any particular Card payment or cash withdrawal and to communicate any such withdrawal or refusal to any third party.
58. The Bank shall debit the Cardholder's Account with the amount of all cash withdrawals, transfers, direct debits, payments for goods and services at the Bank or any other Point of Sale Terminals (POSTs) and any other payments effected by the use of the Card along with the related Bank charges. If however, for any reason the Cardholder's Account is overdrawn as a result of the use of the Card, the Cardholder is responsible for repayment of such debt together with interest, charges and commission, on first demand by the Bank.
59. The Bank shall not be liable if the Card is not honoured by a third party or if for any reason, the Automated Teller Machine or Point of Sale Terminal fails to accept the Card. Further, the Bank shall not be responsible for goods and/or services purchased by the Cardholder on the Card and in all circumstances, the Cardholder must accept all debits arising as a result of the use of the Card.
60. The Card and related PIN are issued to the Cardholder at his/her own risk, and the Bank shall bear no liability whatsoever for any loss/damage arising from the use of the Card and/or related PIN.
61. The Cardholder must keep the PIN secret and exercise all possible care to ensure the safety of the Card to prevent misuse. If the Card or PIN are lost or stolen, the Cardholder must immediately notify his/her Account holding Branch followed by a notice thereto in writing to block the Card and subsequently request for a replacement Card and/or PIN, as the case may be.
62. The Bank has the right, without reverting back to the Cardholder, to increase or decrease the maximum ATM withdrawals amount, number of ATM withdrawals permitted and/or the maximum Payment Card Transactions amount and number of transactions permitted.
63. The Cardholder shall at all times remain liable for any transaction made by the use of the Card and shall indemnify the Bank for any loss/damage howsoever caused by the unauthorized use of the Card or related PIN. The Bank's record of card transactions shall be conclusive and binding for all purposes, particularly for the purpose of legal evidence.
64. The Cardholder must verify all Card transactions appearing in the Cardholder's Account Statement. In case of any discrepancy (ies) or dispute (s), the Cardholder must notify the Bank in writing within two weeks from the statement date, failing which, all Card transactions will be as confirmed to be correct.
65. The Bank reserves the right to amend these Terms and Conditions without reference to the Cardholder. Subject to the requirements of law, notification of any such amendment shall be given to the Cardholder by the Bank either in writing or by publication thereof by such means as the Bank may select and the amendment so notified, shall be considered as binding on the Cardholder.

Tax Authorities Requirements

66. The Bank may be required by law, regulation or by agreement with tax authorities, to report certain information about customers (or its direct and indirect owners or its trustees and beneficiaries in case of legal persons) and about the Customer's relationship with the Bank, including information about the Customer's accounts and other banking products related to the accounts:
 - a. to the tax authorities in the country where the Bank maintains accounts for the Customer, which may then pass that information to the tax authorities in another country where the Customer may be subject to tax; or
 - b. directly to the tax authorities in other countries (such as the United States) where the Bank reasonably thinks or is required to presume the Customer is subject to tax.
67. Where the Bank is required to report information about the Customer and his accounts and/or the Customer's relationship with the Bank, this information includes (but is not limited to) the account number, the amount of interest paid or credited to the account, the account balance, the Customer's name, address, country of residence and social security number or tax identification number. In addition, the Bank may need the Customer to provide further information, documents or certifications about the Customer's identity, tax residence and nationality.
68. To comply with its obligations the Bank may centralise the processing of customer information in another country. The Bank may also use carefully selected agents or sub-contractors that have adequate protections for keeping its customers' data secure and operate under a strict duty of confidentiality to the Bank.
69. By signing these Terms and Conditions, the Customer confirms and agrees that (notwithstanding any other provision in the Terms and Conditions):
 - a. the Customer will provide additional information or documents that the Bank needs from the Customer and that the Customer waives any confidentiality rights applicable under data protection, bank secrecy or similar laws in respect of all information the Bank holds or obtains from the Customer which the Bank needs to disclose to comply with its obligations;
 - b. the Customer permits disclosure of such information to the tax authorities referred to above and their agents and the agents or sub-contractors engaged for the purpose of centralising the processing of customer information in another country;
 - c. if the Customer does not provide the Bank with information or documents the Bank needs, the Bank may withhold a proportion of the available balance, including interest, paid to the Customer as required by any tax authority, close the account and/or terminate the banking facilities of the Customer or transfer the account and/or banking facilities to an affiliate of the Bank;
 - d. if the Customer asks the Bank to make a payment to an account based at a financial institution which does not participate or comply with the relevant tax legislation, the Bank may be required, and the Customer authorises the Bank, to withhold certain amounts from the payment and the Bank will inform the Customer if this is the case;
 - e. the Bank may transfer the Customer's data to another country or countries for processing by and on behalf of the Bank and use agents and sub-contractors to process the Customer's data to comply with the Bank obligations;

- f. the Bank will not be liable to the Customer for any loss the Customer may suffer as a result of complying with legislation or agreements with tax authorities in accordance with this provision unless that loss is caused by the Banks gross negligence, wilful default or fraud; and
- g. the Customer's consent on the above mentioned arrangements will override any inconsistent term or consent provided by the Customer under any agreement with the Bank, whether before or after the date of signing these Terms and Conditions, notwithstanding any term governing the variation of an earlier agreement with the Bank.

70. These Terms and Conditions shall be construed and governed by the laws for the time being in force in the State of Kuwait.

Note: The Customer should refer to the Bank for clarification of any terms used in the form which are not fully understood, and the Bank will not be held responsible if the Customer does not obtain sufficient clarification prior to signing.

The above Terms and Conditions has been agreed to and accepted.

Signature of the account holder.