BANQUE BANORIENT FRANCE

INTERNET CORPORATE E-BANKING SERVICES AGREEMENT

This Agreement is a contract that establishes the rules which govern your electronic access to your accounts at BANQUE BANORIENT FRANCE by using Internet Banking; you accept all the terms and conditions of this Agreement.

I. PARTIES OF AGREEMENT

FIRST PARTY (THE BANK)

BANQUE BANORIENT FRANCE U.A.E. a branch of a Foreign Company registered and existing in accordance with the laws of the United Arab Emirates, (hereinafter referred to as "The **BANK**").

And

SECOND PARTY (THE CUSTOMER)

☐ Legal Entity: .....

Holder of Base Account Number ..... who have elected their address at .....

Or P.O. Box ..... And represented by Messrs. .....

(Hereinafter referred to as The **CUSTOMER**)

Or

☐ Mr /Mrs /Ms .....

Holder of Base Account Number ..... who have elected their address at .....

Or P. O. Box ..... (Hereinafter referred to as The **CUSTOMER**)

II. OBJECT OF THE AGREEMENT:

ART. 01: This Agreement sets out the rights and obligations of the **CUSTOMER** and the **BANK** in connection with BANQUE BANORIENT FRANCE INTERNET CORPORATE E-BANKING Service hereinafter named as "**INTERNET BANKING**" that The **BANK** places at The **CUSTOMER**'s disposal, upon the latter's request;
These contractual conditions are legally binding and complementary to The **BANK**'s General Terms and Conditions which are enforced and remain applicable including but not limited to the account opening terms and conditions;

III. DEFINITION OF AGREEMENT TERMS

ART. 02: The terms used below will mean:

a) **BANK** – **BANQUE BANORIENT FRANCE UAE**, the banking institution offering **INTERNET CORPORATE E-BANKING** access to the **CUSTOMER**;

b) **INTERNET CORPORATE E-BANKING**– Service offered by the **BANK** by means of which the **CUSTOMER** can remotely access and manage his banking accounts opened with the **BANK** and for which the **INTERNET CORPORATE E-BANKING** service has been activated; (Operations available through the **INTERNET CORPORATE E-BANKING** are listed in Annex A, but are subject to evolve)

c) **INTERNET** – The international computer network through which the **CUSTOMER** can reach the **BANK** network and have access to his accounts. **CUSTOMER** can access the **INTERNET** from any computing device like desktop computers, laptop computers, mobile phones and/or tablet PCs, through several communication means including telephone lines, satellites and/ or radio frequencies;

d) **INTERNET CORPORATE E-BANKING APPLICATION**– Banking application, installed at the **BANK,** that enable the **INTERNET BANKING**;

e) **CUSTOMER** – The legal entity who has accounts opened at the **BANK**, who requests to access and manage some or all of those accounts remotely through the **INTERNET** and who has been granted an access to the **INTERNET CORPORATE E-BANKING** by the mean of an electronic identification and authentication system;

f) **CUSTOMER LEGAL SIGNATORIES** – the persons who has the legal right to take decisions and sign papers on behalf of the **CUSTOMER** and who eventually have to sign this agreement and all the related forms;

g) **MAIN USER –**A special **USER** assigned and empowered by the **CUSTOMER** to release order(s) to the **BANK** on behalf of the **CUSTOMER** through the **INTERNET BANKING;**

h) **USER ID** – An identification code given by the **BANK** to the **MAIN USER** or by the **CUSTOMER** to other **USERs** created and managed internally by the **CUSTOMER**. The **USER ID** is used with the **PASSWORD** to identify and authenticate the **USER/MAIN USER** accessing the **INTERNET BANKING**;

i) **USER** – A physical person assigned and empowered by the **CUSTOMER** to manage his accounts through the **INTERNET BANKING. USER** can have different levels of authority, yet only one single **USER**, named the **MAIN USER** has the exclusive right to release orders to the **BANK**. Upon creation by the Main USER, the system will generate a password for the USER;

j) **PASSCODE** – A onetime generated code used under the **MAIN USER ID** to release orders to the **BANK** through **INTERNET BANKING**;

k) **PASSWORD** – A secret chain of characters generated by the system and delivered by the **BANK** to the **MAIN USER** or by the **CUSTOMER** to create other **USERs** and to define their authorities. The **PASSWORD** is used with the **USER ID** to identify and authenticate the **USER/MAIN USER** accessing the **INTERNET BANKING**. Upon the first connection to the **INTERNET BANKING**, the **USER/MAIN USER** is prompted to change his given **PASSWORD** to a one generated by himself;

l) **USER GUIDE** – A document given to the **USER** and representing how to access and use the **INTERNET BANKING**;

m) **INTERNET CORPORATE E-BANKING SUPPORT** – A service offered to the **CUSTOMER** by the **BANK**, and consisting of technical support and information on the **INTERNET BANKING**;

n) **OPERATION STATUS** – Status of the operation ordered by the **CUSTOMER/USER** at the moment the **CUSTOMER/USER** requests its verification in the **INTERNET BANKING**;

IV. GENERAL CONDITIONS

ART. 03: The purpose of the Agreement is to regulate, according to the legal provisions, rules, procedures and business terms and conditions of the **BANK**, the legal relations arising from the **CUSTOMER** performing, through **USERs**, banking operations using the **INTERNET CORPORATE E-BANKING** provided by the **BANK**;

ART. 04: Whenever the BANK needs to send information regarding the **INTERNET CORPORATE E-BANKING** to the **CUSTOMER** he shall do it using:

- ***Notification Message through the INTERNET CORPORATE E-BANKING*** for public Messages;
- ***Private Message through the INTERNET CORPORATE E-BANKING*** for personal Messages;

ART. 05: For any support **CUSTOMER/USER** may contact the **BANK** Customer Services during working hours by telephone on the following numbers:
- For Dubai Branch on **04- 2307230**
- For Sharjah Branch on **06- 5308361**
- Or approach one of the Bank's Branches when physical evidence need to be submitted;

ART. 06: In order to use the **INTERNET BANKING**, it is the **CUSTOMER**'s responsibility to acquire the adequate hardware equipment (computer with functional operating system, a web browser and an antivirus), the needed licenses and the **INTERNET** connection;

ART. 07: The **BANK** has no obligation regarding the installation, maintenance, restoration, or the setting of the **CUSTOMER** equipment needed for accessing the **INTERNET BANKING**;

ART. 08: The **BANK** is not responsible for possible errors that can occur when using the **INTERNET BANKING**, due to hardware and/or software malfunctioning or crashing (including those related to the **INTERNET** connection failure);

V. INTERNET CORPORATE E-BANKING SUBSCRIPTION

ART. 09: Whereby the **CUSTOMER** needs to manage his **BANK**'s accounts through the use of "Internet Banking" **or** entrust the **Bank** with specific transactions as per Annex "A" he must request the service by filling and signing the **INTERNET CORPORATE E-BANKING** Agreement (this document). The BANK reserves the right to accept or to refuse the request. Once the request is accepted, the access is activated by the **BANK, AUTHENTICATION ELEMENTS** delivered by the **BANK** to the **CUSTOMER** through a special secured process. After that, the **CUSTOMER** will be able to use the **INTERNET BANKING**;

ART. 10: The **CUSTOMER** declares that all information provided to the **BANK** and particularly that related to its legal entity data are accurate and real and are similar to the ones in the Bank customer database;

VI. FEES, COMMISSIONS, AND CHARGES

ART. 11: Currently, the initial setting of the **INTERNET CORPORATE E-BANKING** is free and there is no monthly subscription for its usage;

ART. 12: The banking operations performed by the **CUSTOMER**, through the **INTERNET BANKING**, will be charged according to **BANK**'s stipulated tariffs and which are available on the **BANK** website;

ART. 13: **CUSTOMER** agrees to pay the **BANK** all commissions and fees related to the use of the **INTERNET CORPORATE E-BANKING** and he undertakes to ensure that necessary funds are available in the account(s) to cover the value of those expenses on the due date thereof;

ART. 14: The **BANK** is entitled to revise his **INTERNET CORPORATE E-BANKING** tariffs whenever it is necessary. When the **INTERNET CORPORATE E-BANKING** tariffs change, **CUSTOMER** will be informed, through one of the means stated in ART. 04 of this agreement, and given a notice period of 30 days during which he can cancel his subscription. The **CUSTOMER** will not pay any proposed increase as long as he cancels his subscription during the notice period. Continuing to use the **INTERNET CORPORATE E-BANKING** after the notice period shall be conclusively deemed an acceptance of such changed fees and/or charges;

ART. 15: The **CUSTOMER** hereby authorizes the **BANK**, throughout the duration of this Agreement, to:

- Debit one of his current accounts on which the operation is performed, with any fees and commissions due to the **BANK**, in accordance with the **BANK**'s stipulated tariffs applied;
- To perform, on behalf of the **CUSTOMER**, any foreign exchange operations needed to complete the **CUSTOMER**'s **INTERNET CORPORATE E-BANKING** transaction, upon receipt by the Bank of his instructions, same day during working hours or the next working day if received after closing time, at the best available rate;

The signing of this Agreement represents the **CUSTOMER**'s express consent based on which the **BANK** is authorized to perform one of the above operations and expressly waives any claims or objections concerning any decision by the **BANK** in respect to such operations without any other consent from the **CUSTOMER** being needed to that effect;

VII. ACCESS AND USING THE INTERNET BANKING

ART. 16: An active **INTERNET CORPORATE E-BANKING CUSTOMER** will be able to perform all operations listed in Annex A. The **CUSTOMER** declares to understand that this list may evolve with time. New operations may be added and other may be removed. The **BANK** will inform the **CUSTOMER** about those changes as they become available using one of the means listed in ART. 04;

ART. 17: The **BANK** shall put at the **CUSTOMER** disposal the **USER GUIDE** of the **INTERNET BANKING which will be available on the Banks web page and on the Internet Banking under "Download Site Manual"**. The **USER GUIDE** is an essential part of the present Agreement, and it is agreed that the **BANK** has full right to unilaterally amend this guide as it deems necessary;

ART. 18: An active **INTERNET CORPORATE E-BANKING CUSTOMER** will be able to create new **USERS** and to manage their authority;

ART. 19: Each **USER** will be able to access the **CUSTOMER** accounts as authorized, yet only the **MAIN USER** created by the **BANK** can release orders to the **BANK**;

ART. 20: To access and manage the **CUSTOMER's** accounts through **INTERNET CORPORATE E-BANKING** a **USER** must confirm his/her identity by using his/her **USER ID** and **PASSWORD**. Yet to send an order to the **BANK**, the **CUSTOMER** must log into the **INTERNET CORPORATE EBANKING** using the **MAIN USER ID** and **PASSWORD**. When confirming the order the **INTERNET CORPORATE E-BANKING** will request an additional authentication element: the onetime generated **PASSCODE**

ART. 21: The **BANK** reserves the right to require at any time written confirmation from the **CUSTOMER** for a particular transmitted instruction. The confirmation should bear the **CUSTOMER** authorized signature. The **BANK** has the right to impose limits regarding the amount, type or number of Operations transmitted;

ART. 22: The **BANK** will provide a unique identifier to every operation requested through the **INTERNET BANKING**. The **CUSTOMER** agrees to be informed of the acceptance/rejection of requested **INTERNET CORPORATE E-BANKING** operations, by viewing their **OPERATION STATUS,** through the **INTERNET BANKING**;

ART. 23: The **CUSTOMER** acknowledges that the **BANK** has the sole authority to specify the types of accounts which are eligible for **INTERNET BANKING**. The **CUSTOMER** has also the option to request in writing and duly acknowledged by the Bank the exclusion of certain accounts from being accessed through the **INTERNET BANKING**;

ART. 24: In case of technical problems the **CUSTOMER/USER** may contact the **BANK** Customer Services as stipulated in ART. 05;

VIII. THE BANK RESPONSIBILITIES, RIGHTS, and LIABILITIES

ART. 25: The **BANK** will be responsible to activate the **CUSTOMER** access to the **INTERNET CORPORATE E-BANKING** and to give him the **AUTHENTICATION ELEMENTS**;

ART. 26: The **BANK** shall take reasonably practical steps to have the **INTERNET CORPORATE E-BANKING** available for use all the time;

ART. 27: The **BANK** will take reasonable steps to ensure that the systems in connection with the **INTERNET CORPORATE E-BANKING** are installed with adequate security designs and to manage the risks in operating the system taking into account all applicable laws; rules, regulations, and guidelines;

ART. 28: The **BANK** considers that any information sent by the **CUSTOMER** is confidential, and the **BANK** is compelled to use it within certain limits and only for providing the agreed services. However, the **BANK** can reveal some confidential **CUSTOMER** information when requested by authorized authorities according to the law;

ART. 29: The **BANK** undertakes to execute the orders received from the **MAIN USER** and in all currencies the same day, if operation is received during a working day before the predefined cutoff time, otherwise it will be executed the next working day;

ART. 30: The **BANK** may refuse to perform the operations ordered by the **CUSTOMER** through the **INTERNET CORPORATE E-BANKING** under the following situations: (i) the operations are suspicious, (ii) against the law, (iii) cannot be properly justified, (iv) absence of sufficient fund coverage in the account(s), (v) if the **CUSTOMER**'s account is blocked by a court order or for other legal reason, (vi) the data transmitted are inaccurate or incomplete, or (vii) on any other justifiable reasonable grounds. The **BANK** will not be responsible for any loss to the **CUSTOMER** that results from such refusal/delay;

ART. 31: The **BANK** reserves the right to suspend, discontinue or prohibit the use of the **INTERNET CORPORATE E-BANKING** by the **CUSTOMER/USER** at any time. The **BANK** will usually notify the **CUSTOMER** and give him a notice period of 30 days; however, the **BANK** may give a shorter notice period or no notice if it is considered necessary; for instance:

(1). If the **CUSTOMER** fails to perform its assumed obligations under this Agreement;
(2). For objectively warranted reasons, related to the security of the payment instrument;
(3). In case of suspicion of unauthorized use of such Service;
(4). In case of a payment instrument with a significant high risk of credit balance, the payer cannot fulfill his/her payment obligations toward the **BANK**;
(5). Upon the passing of an order for the appointment of a liquidator or receiver for the **CUSTOMER**;
(6). For any adverse change in **CUSTOMER**'s legal status which is unacceptable to the **BANK** for which the **BANK** has not received the required legal proofs;
(7). If **CUSTOMER** has informed the **BANK** that some elements of the authentication mechanism were jeopardized;
(8). When **USER** enters THREE consecutive wrong **USER ID/PASSWORD** information into the system; The **BANK** at its sole discretion may unblock/reactivate the **CUSTOMER**/**USER** access to the **INTERNET CORPORATE E-BANKING** once the aforementioned reasons cease to exist;

ART. 32: The **BANK** reserves the right to temporarily or permanently deactivate certain services provided by means of the **INTERNET BANKING**;

ART. 33: The **BANK** has the right to debit the **CUSTOMER**'s accounts for any commissions and expenses owed by the **CUSTOMER** to the **BANK** or to third parties as detailed in the **"FEES, COMMISSIONS, AND CHARGES"** section;

ART. 34: The **BANK** is not responsible for its failure to perform or for the inaccurate performance of the Operations when the **CUSTOMER** instructions include errors or omissions;

ART. 35: In the event the **BANK** is proven liable for any loss or damage to the **CUSTOMER** as a result of the latter use of the **INTERNET BANKING**, the **BANK** will be liable only for the direct loss or damage caused by its gross negligence or willful default. The **BANK** is not responsible for the lost profit of material damages or moral ones, suffered by the **CUSTOMER** and/or by the **USER**;

ART. 36: The **BANK** will not be liable for any loss or damage to the **CUSTOMER**/**USER** as a result of the **INTERNET CORPORATE E-BANKING** in the following situations:

a) When due to the **CUSTOMER**s' and/or **USERs**' negligence, elements of identification became known by other persons;
b) When through the **INTERNET BANKING**, the **BANK** receives erroneous data;
c) Where the **CUSTOMER**'s informational system has been accessed by unauthorized third parties or has been hacked;
d) When the **BANK** acts on an instruction which has been validly authenticated as coming from the **MAIN USER** but which in fact was given by somebody else;
e) Any incompatibility between the **USER**'s system and the **INTERNET BANKING**;
f) **CUSTOMER** relying on any financial information provided as part, or by means of the **INTERNET BANKING**;
g) Any misuse of the **USER**'s system by the **USER** or anyone else;
h) Any access to information about the **CUSTOMER** accounts which is obtained by third party as a result of the **INTERNET CORPORATE E-BANKING**(except when resulting from the **BANK**'s negligence or willful default);
i) For **CUSTOMER**'s inability to access and/or utilize the **INTERNET CORPORATE E-BANKING** Service due to any reason beyond the **BANK**'s control including any technical, communication, or network malfunctioning or breakdown;
j) If the equipment or software used by the **CUSTOMER**/**USER** (computer, modem, etc.) or the communication lines does not allow the connection to the **INTERNET BANKING**; or
k) When technical problems related to any equipment, software, communication lines or actions of third persons not controlled by the **BANK** are witnessed leading either to the Service being totally or partially unavailable or to instructions given via the Service not being acted upon promptly or at all;

ART. 37: The **BANK** shall not be held responsible for the security of the device needed by the **CUSTOMER** to use the **INTERNET CORPORATE EBANKING** and offers no assistance for the equipment and software used by **CUSTOMER**;

ART. 38: The **BANK** is not responsible for the accuracy or reliability of any information, instruction or message transmitted from the **CUSTOMER**/**USER** or third parties;

ART. 39: The **BANK** will be under no obligation to accept an instruction that is conditional or reversible or which requires to pay a third party sooner than would be able under the normal banking services. Furthermore, once the **CUSTOMER/USER** submits instructions or transactions through the service, the **BANK** shall be under no obligation to accept any amendment or cancellation of the transaction thereof;

IX. THE CUSTOMER *OBLIGATIONS*, RIGHTS, and LIABILITIES

ART. 40: The **CUSTOMER** agrees to take over and assume, starting from the date this Agreement is signed, all consequences and risks of performing transactions on the **INTERNET**- using the **INTERNET BANKING**;

ART. 41: **CUSTOMER** and/or **USERs** using the **INTERNET CORPORATE E-BANKING** has the following obligations:
a) To use the Service in accordance with the terms regulating the issuing and usage thereof;
b) To ensure that all security procedures advised by the **BANK** inclusive of this agreement is faithfully observed;
c) Not to use the service for any illegal or unauthorized purpose;

ART. 42: The **CUSTOMER** is responsible for the accuracy of the information transmitted to the **BANK** through the **INTERNET CORPORATE EBANKING** and for all the implications arising after the execution of the internal/external payment, pursuant to incorrect input of information;

ART. 43: Since the **MAIN USER ID** with all its security elements has been handed to the **CUSTOMER**, the **CUSTOMER** expressly acknowledges and agrees that the use of the **MAIN USER ID**, **PASSWORD** and Onetime generated **PASSCODE** to release orders to the **BANK** through the **INTERNET CORPORATE E-BANKING** represents full evidence and sufficient proof of the fact that the order came from the **CUSTOMER.**
The **CUSTOMER** assumes all risks and consequences resulting from any instruction transmitted through the **INTERNET CORPORATE EBANKING** by using the **MAIN USER ID**, **PASSWORD** and onetime **PASSCODE;**

ART. 44: To ensure that the **MAIN USER** alone is able to give instructions on **CUSTOMER** account(s), he/she undertakes to comply at all times with the following security guidelines:
a. Should keep and ensure the confidentiality of the **AUTHENTICATION ELEMENTS** which have been/or will be provided by the **BANK** and should never disclose them, not even to the BANK staff;
b. Should change the **PASSWORD** regularly and whenever the Service requires so;
c. Should not choose a **PASSWORD** that has been used before or a **PASSWORD** easy to guess (i.e., not based on telephone numbers, birthdays, car license plates, etc...);
d. Must not record the security elements in a way that could make them recognizable by someone else;
e. Must not allow anyone else to operate the Service on his/her behalf unless proper delegation is granted;
f. Must not leave the system unattended while logged on to the Service; and
g. Must comply with any other requirements designed to protect the security of the Service which is notified to him/her in the **USER GUIDE**, or in any other way;
h. Must make sure that any computer or other device which is used to access the **INTERNET CORPORATE E-BANKING** is free from and adequately protected against spyware, computer viruses and other invasive, destructive or disruptive components by using Anti-Virus, Anti-Spyware, Personal Firewall and Application Firewall;
i. Must apply the latest security patches on his operating system, browser and other applications installed on his computer or another device used to access the **INTERNET BANKING;**

j. Must comply with the security related instructions or recommendations issued from time to time by the **BANK**;

ART. 45: The **CUSTOMER** and all assigned **USERs** are informed that the **BANK** shall never ask for confidential information, such as **AUTHENTICATION ELEMENTS** by email or any other means. They are warned not to respond to any such request even if it appears to be originating from the **BANK**;

ART. 46: **CUSTOMER** is bound to immediately inform the **BANK**, through one of the means stated in ART. 05, about any of the following situations:

a) Modification in its legal status and representation (specially modification in the **LEGAL SIGNATORIES);**
b) Identification of any unauthorized transactions on his account(s);
c) Discovery of the loss, theft and/or unauthorized use of the Service thereof;
d) Errors or failures resulting from the **BANK** operating the account(s);
e) Existence of suspicions regarding **INTERNET CORPORATE E-BANKING** access being copied or elements of the authentication mechanism being partially or totally jeopardized;
f) Malfunctioning of the **INTERNET CORPORATE E-BANKING** service, including situation where the received **AUTHENTICATION ELEMENTS** are incorrect;
g) Any other inconsistencies and risk issues regarding the Service;

ART. 47: The **CUSTOMER** has the right to dispute in writing, within the deadlines established by the legal provisions in force, any performed operation specified in his account statement and that he considers inaccurate. Such claim will be analyzed by the **BANK** within 30 working days from the written dispute receipt date. The **CUSTOMER** and the **BANK** shall exhaust all means to resolve the conflict amicably;

ART. 48: The **CUSTOMER** shall accept that routine maintenance requirements, excessive load on the system, circumstances beyond the **BANK** control, etc. may render the **INTERNET CORPORATE E-BANKING** unavailable during normal operating hours;

ART. 49: The **CUSTOMER** expressly authorizes the **BANK** to process, store, transmit and consult the information regarding the personal data holding an identification function, the information related to the fraudulent activity in relation to the **BANK**, as well as the information regarding the inadvertencies noticed in the documents/declarations provided by any authorities, individual or legal entity or sent to any authorities, individuals or legal entities, with the purpose of being processed;

ART. 50: The account statement accompanied by supporting documents of account operations may be made available to the **CUSTOMER/USER**, and subject to charges as per the BANK's Terms and Conditions. The **CUSTOMER** is urged to check all bank statements of his/her accounts for any unauthorized or erroneous transactions;

ART. 51: The **CUSTOMER/USER** must not use the service to create an unauthorized overdraft on any of his/her accounts and must not rely on the operation of the service to prevent an unauthorized overdraft being created. In particular, the **CUSTOMER/USER** must remember that cheques deposited for clearing and other payment instructions might take time to clear and are not reflected immediately in the balances of the accounts;

ART. 52: The **CUSTOMER** shall be held liable for all losses and expenses related to any unauthorized operations if said losses are the result of frauds or of willful non-compliance or of gross negligence, regarding one or several of his/her obligations or of the obligations of the **USER**, under the law and this agreement, with its subsequent amendments and additions;

ART. 53: The **CUSTOMER** shall not bear any financial consequences as from the moment the **BANK** acknowledges the theft, loss or misuse of the security devices without the **CUSTOMER** knowledge, except when the said **CUSTOMER** acted fraudulently;

ART. 54: The **CUSTOMER/USER** has the obligation not to make any modification whatsoever to the **INTERNET CORPORATE E-BANKING APPLICATION**, not to use images, texts or pages of the application for other purposes than those written in this agreement. Also, it is rigorously forbidden for the **CUSTOMER/USER** to copy, multiply, publish and distribute elements of the application, without the written approval of the **BANK** regarding this matter;

ART. 55: If the **CUSTOMER/USER** access the **INTERNET CORPORATE E-BANKING** from a country outside the UAE, he/she is responsible to comply with the local laws of that country including but not limited to obtaining a license for importing/exporting the service media to that country;

ART. 56: The **CUSTOMER** shall be solely responsible to communicate to the **BANK,** on his letterhead duly signed, the list of beneficiaries' names; addresses; Bankers name and SWIFT address; account number or IBAN number. Any amendment/change to this list is the **CUSTOMER**'s obligation and must be advised to the **BANK**. The **CUSTOMER** must provide for each transfer complete details of the payment and failing to do so, the payment will not be processed by the **BANK**. The **BANK** will not be liable for non-payment or delay to the beneficiary at destination as a result of wrong or incomplete beneficiary details or any other missing information submitted by the **CUSTOMER**;

ART. 57: The **CUSTOMER** is held responsible for the manner in which third parties are using the service, whereby they were mandated at the **CUSTOMER** request and shall bear all losses arising from their actions. The **CUSTOMER** undertakes and guarantees that the **USER** shall

observe and comply with the provisions of this Agreement and of the **USER GUIDE**. If the **USER** fails to comply with the provisions of this Agreement and/or the **USER GUIDE**, the **CUSTOMER** shall be liable towards the **BANK** in that regards;

ART. 58: The **CUSTOMER** acknowledges that access to some of the banking products or services available through the **INTERNET CORPORATE EBANKING** may require additional processing within the **BANK** which may take time because of differences in time, business hours and business days between the place where the instruction or transaction is received and the place of accounts to be debited/credited;

ART. 59: The **CUSTOMER/USER** hereby undertakes not to disclose to third parties information related to this Agreement without the **BANK**'s express approval;

ART. 60: **CUSTOMER** agrees and undertakes to be bound by and to comply with any and all of this agreement's annex and by all **BANK**'s procedures, requirements, restrictions, instructions or any additional conditions pertaining to the access and use of the **INTERNET CORPORATE E-BANKING** as may be issued by the **BANK** from time to time and/or posted on the **INTERNET CORPORATE E-BANKING** website;

X. AMENDMENT AND TERMINATION OF THE AGREEMENT

ART. 61: This Agreement is concluded for an undetermined period of time;

ART. 62: The Agreement may be unilaterally cancelled by the **CUSTOMER**, with the observance of his/her obligation to send a written notification 30 days in advance. The **BANK** has the right to unilaterally cancel the agreement, without any justification, in compliance with the obligation of sending a notification 30 days in advance. The notification will be made by interested party with proof of delivery to the other party at the address mentioned in the preamble;

ART. 63: The Agreement is rightfully and immediately terminated without any notification obligation in the following cases (i) the **CUSTOMER**'s account(s) is (are) closed, irrespective of the reasons, (ii) if authorized by law causes, (iii) when the **BANK** is exposed to legal, reputational or operational risks, pursuant to the transactions performed by the **CUSTOMER**/**USER**; (iv) whenever with the parties' consent; (v) if the **CUSTOMER** fails to perform its assumed obligations under this Agreement; (vi) if the **CUSTOMER** notifies the **BANK** of any change in its status which is unacceptable to the **BANK**; (vii) when the **CUSTOMER** is declared under bankruptcy/insolvency; or (viii) the **CUSTOMER** notifies the **BANK** that due to some unforeseen reasons and the economical juncture or technical nature, it is impossible for him to continue fulfilling the obligations mentioned in the agreement;

ART. 64: The **CUSTOMER** may ask for the termination of the Agreement if the **BANK** does not begin performing the services (without any reasonable justification) or does not resume performing the services in the agreed time interval;

ART. 65: This Agreement will be rightfully terminated upon the **CUSTOMER** dissolution, liquidation or bankruptcy as supported by a notification addressed to the **BANK** by the legal representative thereof. In case of a change in **CUSTOMER** (Corporate) ownership/shareholders the agreement and the **INTERNET CORPORATE E-BANKING** will be blocked until all new legal documents are received by the **BANK** and an official letter is addressed to the **BANK** requesting the cancellation or the resumption of this service;

ART. 66: Until the date of the Agreement termination, irrespective of its cause, the **CUSTOMER** shall pay to the **BANK** all the amounts owed thereto up to that date; after the termination of the Agreement, the **CUSTOMER** shall remain liable for all his/her obligations and responsibilities related to this Agreement, undertaken throughout the Agreement duration.

XI. JURISDICTION

ART. 67: This agreement is governed and will be construed in accordance with the Laws of the Emirate of Dubai. Disputes arising from the interpretation or non-performance of the contractual obligations shall be amicably settled. If the disputes cannot be amicably settled, they shall be submitted for settlement to the competent courts of Dubai (Non- DIFC Courts);

ART. 68: Force majeure exonerates the responsibility of those invoking it. Force majeure represents all circumstances which occur after the signing of the Agreement and which are made up of unpredictable and undefeatable events. The party invoking force majeure shall have to inform the other party about it, in writing, within 5 days after the occurrence of said event;

ART. 69: This Agreement becomes in effect starting with the signing day and is valid until the existence of the **CUSTOMER**'s accounts or its earlier formal termination pursuant to the above articles;

XII. FINAL PROVISIONS

ART. 70: If anyone or part of the terms of this agreement proves to be legally unsound or unenforceable in any way under the laws of the applicable jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be in any way affected or impaired thereby;

ART. 71: If the **BANK** loosens up any of the terms of this agreement once, this may be on a temporary basis or as on a special case only. Such lessening will not affect the **BANK**'s right to enforce that term strictly at any other time. Furthermore, if the **BANK** fails to exercise or delays exercising its legal or contractual rights, this can never be interpreted as a waiver thereto;

ART. 72: If anyone or part of the terms of this agreement is unenforceable against one of the Signatories, this shall not in any way affect the enforceability of that term against the other signatories;

ART. 73: This Agreement has the following Annex A: List of **INTERNET CORPORATE E-BANKING** offered Operations; which forms an integral part of this Agreement.

ART. 74: This Agreement shall be completed with the provisions of the General Terms, Conditions, and Policies of the **BANK**. If the legal or technical regulations issued by the competent authorities shall impose additional obligations on the parties, besides those stated in this agreement, the parties reserve the right to renegotiate the Agreement in writing signed by both parties.

ART. 75: This Agreement was concluded in two originals, one for each Party, on the date mentioned below.

ART. 76: In my/our capacity as authorized signatory / ies of the **CUSTOMER**, I/we hereby request the **BANK** to link the requested online banking service with / to the below Contact Details :

Mobile number :

Email Address:

Regardless of the number of authorized signatories, limitation of the value of each transaction and provided authority Matrix, this request is on my/our full responsibility and subject to the terms and conditions of Internet Corporate EBanking Service agreement.

By signing below, I/we, the representative of the CUSTOMER(s) collectively/separately, confirm that I/we have read and fully understand the above Agreement and unconditionally accept all the terms included therein, which I/we undertake to entirely observe.

Date: / /

BANQUE BANORIENT FRANCE

CUSTOMER/ Legal Representative
(In Hand writing: Read & Approved & Date)

DISCLAIMER

CUSTOMER acknowledges that, due to its open nature, the **INTERNET** is not a completely secure means of communication and by choosing to communicate with the **BANK** through such means, he will be doing it under his sole and exclusive responsibility; therefore he also agrees to indemnify the **BANK** against all his dues resulting from the usage of the **INTERNET CORPORATE E-BANKING** and not to sue the **BANK** for any loss or damage that may be incurred as a result of using this service.

Annex A: List of Operations offered in the INTERNET CORPORATE E-BANKING

The following List details the Banking functions available to the CUSTOMER through the **INTERNET CORPORATE E-BANKING** at the time of the agreement signature:

1- To change Own Password;

2- To change Physical and Mailing Addresses;

3- To create and Manage Internal Corporate Users (Only one user will be capable of sending orders to the Bank, and this user can only be created at the Bank;

4- To make a balance Inquiry;

5- Currency Rate Inquiry;

6- To print the statement of his account(s);

7- To inquire on his Fixed Term Deposit;

8- To request for transfers from Account To Account (Own Accounts);

9- To Transfer funds from own account to a different beneficiary within the Bank;

10- To transfer funds from own account to another beneficiary outside the Bank;

11- To print the SWIFT messages for the outward transfers;

12- To make an Inquiry on status of transfer orders;

13- To create the predefined detailed list of his regular suppliers i.e.; name & address; Suppliers' banker & IBAN number;

14- To create an Import Letter Of Credit;

15- To amend an import Letter Of Credit;

16- To validate and release the Import Letter Of Credit;

17- To inquire on the Import Letter Of Credit Status;

18- To validate and release the prepared orders to the Bank;

19- To send messages to the Bank;

20- To receive Messages/notices from the Bank;

The BANK has the complete right to modify this list as agreed on in the INTERNET CORPORATE E-BANKING AGREEMENT.

All pages must be signed by the authorized signatories