

First: General Terms and Conditions for All Types of Accounts for Al Ahli Bank of Kuwait:

In addition to the terms and conditions particular to each type of the accounts listed in the designated paragraph, and to other terms and conditions stipulating any other services, the following terms and conditions shall apply to all types of accounts:

1. The operation of the account shall be assigned to its holder (the Customer), his representative, his legal delegate or his proxy. No expiration of the capacity of operates the account shall be recognized by the Bank unless the Bank receives a written notification, thereof.
2. The Customer hereby authorizes the Bank to collect the amounts of the commercial papers and the other Banking transactions and to credit the net value, thereof, to his account with the Bank.
3. The Bank shall have the right to automatically deduct from the Customer's account all expenses related to maintaining the account, plus commissions as well as any amounts credited to his account by error. In addition to the commissions received by K-Net for using the card, as well as the commissions and charges approved by CBK.
4. **All Customer's accounts with the Bank, at present or in the future, shall be deemed securing each other, not with standing their nature, names or currencies, and the Bank shall have the right to enter a debit entry in the debit side of any such accounts, any amount due to the Bank from the Customer to settle the debited balance of the other accounts. The Bank shall also have the right to merge and unify any of the Customer's accounts into one account and to set-off between such accounts, and to transfer from one account to another, in order to settle the Bank's claims, without the need of requiring the Customer's prior consent. Further, all the Customer's deposits of commercial papers and securities, precious metals and others, or any of its branches, or subsidiaries inside or outside the State of Kuwait shall be deemed pledged in the Bank's favor to secure the fulfillment of all the Customer's obligations towards the Bank.**
5. The account statements which are sent by the Bank to the Customer, to the address kept with the Bank shall be deemed correct unless the Bank receives a written objection from the Customer within fifteen days from the date of dispatching the statement to him via regular mail; the Customer shall be deemed to have received the account statement if the same is not requested within fifteen days from the agreed date on which the same should have been sent to the Customer. The Bank shall not be held responsible for any damages resulted from mail services such as delay, loss of mail or disclosure of the confidentiality thereof as a result of the same or for any other reasons.
6. The Bank's books and entries shall be conclusive evidence to prove the rights and obligations of the Customer while dealing with the Bank, and the Customer may not object to the correctness thereof, by any means whatsoever, unless the Customer proves otherwise.
7. **The Bank shall have the right to charge interest to the debit account on daily basis. Such interest shall be calculated at the maximum contractual interest rate imposed by the Central Bank of Kuwait for debit balances in Kuwaiti Dinars and at the highest rate that the Bank applies on debit balances in foreign currencies. Nevertheless, the Bank shall have the right to request the Customer to settle the debited balance immediately.**
8. The Customer hereby authorizes the Bank to irrevocably exchange any information about him/her - within the limits of the law – his/her balances and assets with other Banks in accordance with the applicable banking systems, and without any responsibility on the bank or Ci-Net in this respect. The customer may request to cancel this authorization at any time.
9. The customer confirms that all transactions on Al Ahli Bank of Kuwait accounts are of legitimate activities without any suspicion of Money Laundering or Terrorism Financing.
10. The Customer declares his full responsibility and his knowledge of the consequences resulting from all deposit transactions which are credited to his account from any person or party, unless he objects to it within 15 days from the date of the statement incorporating such deposit or from the date of his knowledge of it by any other means whichever is earlier.
11. **The Bank shall have the right, at any time, to close the account without the need to state any reasons thereof, and the Customer shall be obliged, upon being notified thereof to deliver to the Bank the saving and cheques books as well as the credit cards, the ATM cards and the likes, and shall be obliged to pay the debit balance and all interests and other amounts becoming due. In all cases, the rate of interest, after closing the account, shall be the same and calculated by the same method used for the calculation of the contractual interest.**

12. The Customer's address specified in this application shall be the selected domicile for any correspondence or notifications to be sent to him/her from the Bank, unless the Bank receives a written notice from the Customer of his new address.
13. The Bank shall be entitled to amend these terms and conditions at any time. Upon the Bank's announcement of such amendment through its various customer communication channels or by any other means it deems appropriate, the amendment shall become effective after (30) days from the date of such announcement and the Customer shall be obligated hereof.
14. **It is agreed that in the event there is no movement on the account by the Customer or his attorney authorized to manage it for 12 consecutive months, then the account shall be dormant upon the expiry of this period The Bank from this time shall suspend the charge of interest and sending account statements without any liability on the part of the Bank in this regard. The fees and commissions shall be calculated on the dormant account as per Fees & Commissions list approved by Central Bank of Kuwait.**
15. It is agreed among all parties concerned that the Customer's account number consists of the first 10 digits, from left to right. The other three digits represent sub-accounts of the main account. They are entries made by the Bank for internal entry purposes. They include for example but not limited to the entries of the various types of facilities, the deposits, the foreign currencies accounts, fees, commissions and other Banking transactions. The Customer authorizes the Bank to open or close any of these sub-accounts of the main account. He/she also authorizes the Bank to enter the amounts, transfer them from a sub-account to another within the main account as deemed appropriate by the Bank and without obtaining the prior consent of the Customer.
16. The signature form of the Customer shall be valid by the Bank for all his/her transactions in all his/her accounts currently open or that will be opened in the future with the Bank including sub and additional accounts and any account that may be opened at any time through e-ahli online service, unless the Bank receives from the Customer – before opening any of such accounts –written instructions stating otherwise, and acceptable to the Bank as per the regulations applicable. The Customer declares that any sub or additional accounts to be opened at any time, including any account to be opened through ABK tele-Banking service or e-ahli online service, shall be subject to the current terms and conditions that regulate the accounts and amendments thereof.
17. The Customer shall pay the Bank all commissions, charges, expenses, compensations, and any other charges resulting from granting him/ her the banking facilities or using them. The Customer shall also pay the Bank the fees, commissions, and expenses listed in the fees and commissions list approved by the Central Bank of Kuwait and applicable throughout the bank. The Customer shall acknowledge that he/she has reviewed such list, has fully understood and become aware of its content, and further acknowledge having received a copy thereof for implementation and compliance. The Bank may occasionally amend the aforementioned fees and commissions, provided that the Customer is notified of the new fees and commissions at least (90) days prior to the effective date thereof, and after obtaining the necessary approvals from the competent authorities.
18. The Bank shall not resume any liability of any consequences resulted from such collection such as the decrease of credit balance of the account and the non-utilization by the Customer of the advantages of the Banking products accordingly. The Customer undertakes to pay the due interests, fees, commissions and expenses (As per CBK list of charges and fees) on their due dates free and clear of any taxes, duties, assessments or charges of whatsoever nature, reason or by whomsoever imposed, whether currently in effect or to be imposed in the future.
19. **The customer acknowledge and agrees dealing in electronic means and is subject to the provisions of law no. 20 of 2014, in addition the customer acknowledge that accounts opened through online account opening service may require the compliance with terms and conditions of account opening in the bank for example the documents required to open an account or minimum deposit amount, ABK has the right to freeze/close the account if these conditions are not fulfilled.**

Second: Specific Terms and Conditions for Current Accounts:

1. The Customer's withdrawals from the account shall be made by using the cheques prepared by the Bank which are delivered to the Customer, or by any other withdrawal document complying with the legal conditions acceptable to the Bank. Also, withdrawals can be made by ATM card or any other Banking card in accordance with the terms and conditions related thereto.

2. **The Customer is obliged to maintain the cheque books delivered to him/her and should inform the Bank if he/she loses the same or any of his/her cheques. The Customer shall also be solely responsible for all damages which may result from having the cheque book or any of his/her cheques kept with any of his/her followers or a third party.**
3. The Bank may refrain from paying any cheques drawn against deposited cheques under collection unless such deposited cheques have been actually collected.
4. **The client shall declare his absolute and final consent to comply with the instructions of the Central Bank of Kuwait in respect of closing all his cheque accounts and blacklisting his name in the list of clients whose accounts are closed because of returned cheques withdrawn from him or from any person authorized by him to that effect due to insufficient funds, should a maximum of three cheques with different numbers have been returned within one year due to insufficient funds, or if the bank finds illintentioned on the customer's part, resulting into non-clearance of the cheque, or if customer has one returned cheque for insufficient funds while customer is included in the returned cheques list of other banks. Furthermore, he shall declare his prior consent to any other measures that may be taken by the Bank in this regard. The Bank at its absolute discretion - may open another account for that client without any cheques in replacement of the account which had been closed. The credit facilities, which were previously granted to the closed account shall be debited to the new account, if any. The Customer shall bear all legal liabilities resulted from his issue of these checks and shall have no right to hold the Bank responsible for closing his account, blacklisting his name in the above mentioned list or any measures taken by the bank in this respect.**

Third: Specific Terms and Conditions for Saving Accounts:

1. Withdrawals from the account shall be made by the designated forms, the ATM cards or by any other instrument provided by the Bank in accordance with the rules and regulations applicable thereto.
2. The interest shall be calculated and credited to the account in accordance with the rules applicable at the Bank.
3. **No interest shall be calculated on any balance less than the stipulated minimum balance and shall vary according to the currency or the balance denomination.**
4. The Bank shall issue an account statement to be sent to the Customer via regular mail to his address kept with the Bank, such statement shall be subject to Paragraphs (5) and (6) of Item (First) of these terms and conditions.

Fourth: Specific Terms and Conditions of Fixed Term Deposit Accounts:

1. The interest on fixed term deposit shall be due on the maturity date in accordance with the rates, rules and regulations applicable at the Bank.
2. The term of the deposit shall be automatically extended for a similar period(s) without the need for notice or warning, unless the Bank receives written instructions from the Customer to the contrary.
3. The term deposit which credits the total due interest to the customer in advance upon opening, renews only the Principal amount without the interest paid to the customer at opening.
4. **In the event that the Customer requests to redeem the fixed term deposit prior to its due date, and the Bank agrees to this no interest shall become due on the full last interest period thereof.**
5. No withdrawal by means of cheques or any card can be made from the term deposit account, thereon.

Fifth: Terms and conditions for using ATM, (e-Ahli – Mobile Banking) and Tele-Banking Services:

1. ATM cards and the use of (e-Ahli and Mobile Banking) services and the Tele-Banking Services are all subject to ABK's approval. The Bank may at any time call off the use of the ATM card, its PIN and any other related service (e-Ahli and Mobile Banking) or to reject renewal of the same - at any time - without stating the reasons thereof and without any prior notification and the Bank shall not be held responsible of any consequences resulted from the same. The (e-Ahli and Mobile Banking) service shall be subject to change without any prior notice.
2. The Customer undertakes to keep his/her card, user's name and related PINs delivered to him/her. Since

the access to (e-Ahli and Mobile Banking) service is only possible by using the PIN of the Customer's ATM card, then the Customer shall declare that he/she bears all the consequences resulted from using PIN to obtain the services of ABK. The use of PIN for accessing such service shall be sufficient reason to hold the Customer responsible for bearing all the consequences of these transactions, even if such transactions are not done by the Customer himself. To assure this issue, the Customer may not argue the validity of the voice recording of his own or of another party as long as the transaction is made by using his/her PIN, unless the Customer notifies the Bank before conducting such transaction that he/she lost the PIN or such PIN is disclosed to another party. The Customer shall not be entitled to claim the voice recordings kept with the Bank after the expiry of the archiving period as per the policy applied by the Bank. He/she shall bear all the damages resulted from leaving his/her cards or PINs to be used by his dependants or third parties. He/she shall bear all the consequences resulted from disclosing, theft, loss or misuse of the card. The Customer shall not respond to any SMS or any e-mails received by him, which denoting as if they are issued by the Bank – requesting him/her to reply to requests, inquiries or updating his/her information/details of whatsoever type or content. In case of his/her reply to the same, then the Customer shall be fully responsible of all the losses resulted from his/her reply.

- 3. The Customer agrees to keep in his account(s) with the Bank sufficient funds to cover all withdrawals, transfers or transactions relating to the use of the card, the PIN or using the (e-Ahli and Mobile Banking) service and the Tele-Banking service through the user's name and the PIN; the amount of the withdrawals, transfers or transactions should not exceed the limit that is specified by the Bank for daily withdrawals and may not-in any time, for (e-Ahli and Mobile Banking) withdrawals or transfers or transactions, to exceed the credit balance of the Customer's account.**
4. All withdrawals, transfers and transactions effected by using the card, the PIN, the (e-Ahli and Mobile Banking) and the Tele-Banking service will be registered as applicable by the Bank to the Customer's account(s) designated in the application and to any other Customer's account(s) with the Bank; the Bank shall have the right to debit any of the Customer's credit accounts with the Bank towards settlement of the debit balance resulting from any transaction completed using the said service. Statements relating to withdrawals, transfers or transactions completed by the card, (e-Ahli and Mobile Banking) or TeleBanking will be considered conclusive evidence on the rights that the Customer owes to the Bank and the Customer agrees thereto.
5. The Bank will not be considered liable for any loss or damage that may result directly or indirectly as a result of a breakdown or damage of the ATM machines or rejection of the card by any of those machines or a POS, the same applies on (e-Ahli and Mobile Banking) and Tele-Banking which could reject the user's name and PIN.
6. In case of issuing additional cards or a user name and PIN for use by other joint persons on the same joint account, each one will be treated as jointly responsible to the Bank for paying all withdrawals, transfers and transactions that are completed on this account using any of the said cards or using any of the users' names and related PINs.
7. The Customer may use the card, the (e-Ahli and Mobile Banking) service or the Tele-Banking for obtaining other services that may be announced from time to time by the Bank against fees and commissions charged by the Bank; the Bank may cancel or change these services related fees and commissions.
8. The card may be cancelled at any time in case it is retained in any of the ATM machines; the (e-Ahli and Mobile Banking) and the Tele-Banking Services may also be canceled in case of losing the user's name and the PIN; the Bank in this case may issue a new card and a new user's name and new PIN against additional charges.
9. The bank shall have the right to set aside the funds transferred to or from the customer's account if such funds are suspected to be money laundering or terrorist financing in accordance with the terms of the law and the discretion of the bank, without any liability on the part of the bank.

Sixth: Terms and Conditions for Banking Transfers:

- 1. The customer agrees that the bank shall not be responsible for any delay or abstention or completion of the transfer as a result of insufficient funds or error or missing information in the transfer application or transfer order, or in completed data, or imposition of any restrictions on transfers or if the amount withheld or confiscated by local authorities or other state authorities or if there is any suspicion that money laundering or terrorist financing is involved or for any other reason beyond the control of the bank.**

2. In the event the Customer agrees to pay the expenses for the corresponding Banks, the Bank shall calculate estimate expenses for such Banks and the Customer shall be bound to pay any other additional expenses claimed by the corresponding Banks.
3. In case the amount of the transfer has not been paid, the determination of the amount which the Customer can claim for a refund shall be the average purchase price of the currency used by the Bank on the same day the transfer has taken place. The Customer cannot claim the refund of the amount of the transfer unless he returns to the Bank what he has received in terms of Bank cheques or other documents issued by it, and after the Bank has received a final notification from its corresponding Bank that the amount of the transfer has not been paid and that the original instructions relating thereto have been cancelled.
4. It is hereby agreed that the Bank and its correspondent Banks shall not be responsible for any consequences resulting from any conflict, delay, oversight, or telegraphic error in the transfer instructions or technical, and the Customer agrees that the Bank and its correspondent Banks shall not be responsible whatsoever if the payment of the amount is delayed in order to obtain the required confirmation for the correctness of names and statements of the transfer order or payment instructions. The Customer shall compensate the Bank and its correspondent Banks for any loss resulting there from; and in all circumstances, the Bank shall not be responsible for any loss resulting from the execution of the transfer or from any error or negligence on the part of any corresponding Bank.
5. In the event the Customer requests a cash transfer to be made between Banks inside Kuwait or UAE the Customer declares his full knowledge that such transfer is based only on the principle of the verifications of the IBAN number of the beneficiary, and the Customer accordingly, releases each of the Bank and the Bank of the beneficiary from any liability towards either of them for verifying the name of the beneficiary or his account number in order to complete this transfer.
6. **The customer declares that he/she has authorized the Bank - a non-reversible / irrevocable authorization - even after his/her death to re-transfer any amount deposited in his/her account by mistake, in the following cases: (A) If it becomes evident to the Bank that the customer is not the intended person as a beneficiary of the transfer order. In that case, the amount shall be transferred back to the account of the concerned beneficiary in the transfer order or to the account of the transfer applicant, as the Bank deems appropriate. (B) If the transfer is made to the customer's account from one of the State's ministries or one of the public authorities or institutions, and that ministry, authority or institution has issued instructions to the Bank to retrieve the amounts previously transferred, as long as those instructions include evidence that the customer is not entitled to the sums previously transferred to his/her account. The transfer shall be within the limits of the credit balance available in the account as on the date of re-transfer, without prejudice to the Bank's right to record the entire amount to be recovered on the debit side of the customer's account even if this results in overdraft. For this purpose, the Bank may carry out the necessary entries on the account**

Seventh: Other Terms and Conditions:

1. **The Customer declares that the address specified in this application shall be the selected domicile for all correspondence related to his accounts with the Bank, and for all disputes or lawsuits arise from such accounts before all grades of litigation and for all the compulsory execution measures. All correspondence, legal or court notifications to be sent to him from the Bank to this address by mail, fax, registered or first class mail shall be true, valid and effective for all legal consequences. The selected domicile of the customer shall be the location which is legally specified for notifying the customer officially and for sending all correspondence to him in terms of all his accounts with the Bank. Any change of this domicile, post office box number, or fax number shall be effective from the date of receiving a notification of such change by a registered mail delivered to the Bank.**
2. The Bank shall maintain the confidentiality of the Customer's information, data, and documents. The Customer hereby agrees that the Bank may, without any liability over the bank, disclose to official authorities or competent entities, within the limits of the law, any information, data, or documents requested by such authorities and related to the Customer's accounts held with the Bank, the transactions conducted on such accounts, or any acts or procedures associated with such accounts or transactions. The Bank is also entitled to submit such information, data, or documents in connection with any lawsuit, claim, or dispute arising in relation to any of the aforementioned accounts or transactions.
3. In the event of a conflict between the Arabic and English texts of these terms and conditions, the Arabic text shall prevail.

4. I agree that Al Ahli Bank of Kuwait KSCP to obtain the data recorded in my civil ID, my work address and any amendments thereto from the Public Authority for Civil Information without any liability to the Authority.
5. The First Degree Family relatives include: Father, Mother, Husband, Wife and Child.

Eighth: Politically Exposed Person (PEP):

- (a) Any natural person, whether as customer or beneficial owner, who is or was entrusted with a prominent public function in the State of Kuwait or in a foreign country. Or any person who is or has been entrusted with a prominent function in an international organization. This term also includes up to second degree family members and close associates (partners, counselors and legal representatives). The First degree family members include (father, mother, husband, wife and children) and the Second degree includes (grandfather, grandmother, brother, sister, grandson and granddaughter).
- (b) This definition also includes: Senior Governmental Officials (Heads of State and Government, Ministers, Governors, Heads of Governmental and Public entities and their Deputies), High Ranking/Senior Politicians (Parliament Chairman, Members of Parliament and Senior Management Positions in an International Organization: such as 'Directors, Deputy Directors, Board Members'), Senior Military (who holds Major General rank and above), Senior Executives Officers (Executives of state-owned companies and their deputies), Ambassadors - High Ranking Diplomats (Ambassador and Consul inside and outside Kuwait), Senior Ranking Judicial (President of the Court :Partial, Elementary, Appeal, Discrimination and Constitutional, General Attorney, Public Prosecutor and their deputies), Political Party officials (Heads of parties in all countries), Royal Family Members (with Government and Public Positions).

Ninth: FATCA & CRS:

- I acknowledge that the information contained in this form and information regarding the Account Holder and any Reportable Account(s) may be provided to the tax authorities of the country in which this account(s) is/are maintained and exchanged with tax authorities of another country or countries in which the Account Holder may be tax resident pursuant to intergovernmental agreements to exchange financial account information/ (FATCA and Common Reporting Standard).
- I certify that I am the Account Holder (or am authorized to sign for the Account Holder) of all the account(s) to which this form relates.
- I declare that all statements made in this declaration are to the best of my knowledge and belief, correct and complete.
- I undertake to advise Al Ahli Bank Of Kuwait within 30 days of any change in circumstances which affects the tax residency status of the individual identified in this form or causes the information contained herein to become incorrect, and to provide Al Ahli Bank Of Kuwait with a suitably updated self-certification and Declaration within 90 days of such change in circumstances.
- **I agree to provide a copy of this form, or use and disclose the information mentioned above to any third party, or any competent authority responsible for the institution FATCA / Common Reporting Standard compliance.**
- **I understand and agree that on specific request from any relevant tax authorities or any party authorized to audit or conduct a similar control for tax purposes, the information contained in this form and/or a copy of this form can be disclose to such tax authorities or such party.**

Tenth: Applicable Law and Jurisdiction:

Any dispute that may arise in respect, hereof, shall be subject to the Kuwaiti Law and to the jurisdiction of the Kuwaiti Courts, and the Customer, hereby, confirms his submission to the jurisdiction of the Kuwaiti Courts of the Governorate of the Capital of the State of Kuwait.

I hereby declare that I am the actual beneficiary of this account. I confirm that the information and details stated herein are true. I have read and understood them. I have received a copy of the terms and conditions of the account and I am aware of the contents thereof. Therefore, I comply with all contents thereof, I have also received a copy of the bank's fee and commission list.