

TERMS AND CONDITIONS OF ISLAMIC NAYA PAKISTAN CERTIFICATES (INPC) FINANCE

By signing the Facility Letter (as defined below) issued by Dubai Islamic Bank PJSC (the **Bank**), regulated by the Central Bank of UAE, the Customer agrees to be bound by the following Terms and Conditions (hereinafter to be referred as the **Terms** or the **Terms and Conditions**) which may be amended from time to time.

These Terms are structured in three parts as follows:

PART 1: Definitions and Interpretation

PART 2: Facility Terms

PART 3: General Terms

PART 1: DEFINITIONS AND INTERPRETATION

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms, unless the context otherwise requires and except as otherwise defined herein, the following words shall have the following meanings:

AAOIFI	means the accounting and auditing organization of Islamic financial institutions.
Agency Agreement	means any agency agreement entered into between the Customer and the Agent appointing the Agent as agent of the Customer in relation to the purchase and on-sale of Commodities that are the subject of a Murabaha Facility.
Agent	means (a) Back Office FZ LLC or any other person licensed to trade on the DMCC Tradeflow (Islamic) under a duly executed Agency Agreement; or (b) any person agreed to in writing between the Customer and the Bank.
Applicable Period	means the period set out in the Facility Letter opposite the heading Applicable Period.
Authorisation	means an authorisation, consent, approval, resolution, permit, license, exemption, filing, notarisation or registration.
Bank	means Dubai Islamic Bank PJSC, its subsidiaries, successor or permitted assigns.
Business Day	means a day (other than a Friday or Saturday) on which banks are open for general business in the UAE.
Collateral	means any Sharia compliant securities including Shares, Sukuk, Mutual Funds (including Exchange Traded Funds - ETF), Structured Products or any other investments either listed and tradeable on a stock exchange or Over the Counter Market and would include money held as Cash or Deposit in custody of the Bank.
Commodities	means the Sharia compliant commodities which are the subject of a Murabaha Facility and which may comprise of the following goods available on the DMCC Tradeflow (Islamic): (a) any metal (excluding gold or silver but including metals from the platinum group) dealt with on the DMCC Tradeflow (Islamic) and conforming with the quality standards applicable rules; or (b) such other commodities as may be specified by the Bank.
Cost Price	means: (a) all amounts payable by the Bank to supplier for the purchase of Commodities which are the subject of the Murabaha Facility; or
Customer	shall mean the customer identified in the Facility Letter.
Customer Rate	means the aggregate percentage rate set out in the Facility Letter opposite the heading Applicable Customer Rate.
Day Count Fraction	means, in relation to any period of time, A/B where: (a) A is the number of days in the period of time; and (b) B is 365 (or, in any case where the practice in the Relevant Market differs, in accordance with that market practice).
Deferred Payment Amount	means in respect of the Sale Price, an amount payable by the Customer to the Bank on the relevant Deferred Payment Date (s) as specified in the relevant Facility Documentation.
Deferred Payment Date	means the date(s) on which the Sale Price shall be payable in relation to the Murabaha Facility.

Deposit	means the initial deposit amount of the Pledged Account and any further amount which may be credited to the Pledged Account during the Security Period and pledged by the Customer pursuant to the Pledge Agreement and these Terms, and all profit related thereto.
Dirhams or AED	means the lawful currency for the time being of the UAE.
Disruption Event	means either or both of: (a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with any facility under the Facility Documentation (or otherwise in order for the transactions contemplated by the Facility Documentation to be carried out) which disruption is not caused by, and is beyond the control of, the Bank; or (b) the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the treasury or payments operations of the Bank preventing it: (i) from performing its payment obligations under the Facility Documentation; or (ii) from communicating with the Customer in accordance with the terms of the Facility Documentation, and which (in either such case) is not caused by, and is beyond the control of, the Bank.
DMCC Tradeflow (Islamic)	means the Sharia compliant trade flow platform which is the infrastructure provided by Dubai Multi Commodities Center, Dubai, UAE to facilitate the commodity transactions and includes the software system, processes and procedures.
Dollar or USD	means the lawful currency for the time being of the USA.
Donation Amount	shall have the same meaning as ascribed to such term in Clause 14.3 of these Terms.
Dubai	means the Emirate of Dubai.
Event of Default	means an event specified as such in Clause 11.
Facility	means the Sharia compliant Murabaha Facility provided by the Bank to the Customer pursuant to the Facility Documentation and as specified under the Facility Letter.
Facility Letter	means the Facility Letter issued by the Bank to the Customer in relation to any Facility as may be amended or renewed from time to time at the sole discretion of the Bank.
Facility Documentation	means: (a) these Terms and Conditions; (b) the Facility Letter; (c) the Murabaha Facility Documentation; (d) the Pledge Agreement; (e) any other document designated as such by the Bank.
Final Maturity Date	means in relation to the Facility, the earlier of: (a) the date set out in the Facility Letter opposite the heading Final Maturity Date; or (b) the date on which the Facility has been terminated in accordance with the Facility Documentation.
Financial Indebtedness	means any financial obligations on the customer including obligation or amount of liability in respect of a guarantee, indemnity, bond or letter of credit or any other instrument issued by a bank or financial institution.
Guarantee	means, in relation to the Facility any document entered into pursuant to which a person guarantees or purports to guarantee the obligations of an Obligor under any Facility Documentation.
Guarantor	means, in relation to the Facility, any person who is or becomes party to a Guarantee.
ISIN	means International Securities Identification Number. It is a 12-character alpha numeric code used to uniquely identify a security.
ISSC	means the internal Sharia supervision committee of the Bank.
Legal Reservations	means any legal principle, rule or law that may have the effect of preventing the enforcement of a legal right.
Material Adverse Effect	means a material adverse effect on: (a) the ability of the Customer to perform its obligations under a Facility Documentation; (b) the validity or enforceability of any Facility Documentation; or (c) any right or remedy of the Bank in respect of a Facility Documentation.

Murabaha Facility	means the Murabaha facility made available to the Customer under the Murabaha Facility Documentation in accordance with the provisions of these Terms.
Murabaha Facility Documentation	means the following documentation in relation to the Murabaha Facility: (a) Promise to Purchase (including the Appendix thereto), substantially in the form set out in Schedule 1 - Part 1; (b) Murabaha Confirmation Notice, substantially in the form set out in Schedule 1 - Part 2.
Murabaha Transaction	means the sale and purchase of the Commodities (by way of Murabaha) between the Bank and the Customer (duly represented by the Agent) concluded on the DMCC Tradeflow (Islamic) and as confirmed in Murabaha Confirmation Notice.
Murabaha Transaction Sale Date	means the date of the Murabaha Transaction, which is provided in Appendix to the Promise to Purchase.
Obligor	means any of: (a) the Customer; (b) any Guarantor; and (c) any person who is or becomes party to a document evidencing or creating, or purporting to evidence or create a Pledge over or in respect of any asset of any Obligor to secure any obligation of any Obligor to the Bank under any Facility Documentation.
Outstanding Amount	means any outstanding and due amount not paid by the Customer or any of the Obligors under any of the Facility Documentation.
Party	means a party to the Facility Documentation.
Payment Schedule	means the schedule on the basis of which the Sale Price shall be paid on the Deferred Payment Dates.
Pledge	means the pledge over Pledged Assets created pursuant to each Pledge Agreement.
Pledge Agreement	means the agreement or agreements (if more than one) between the Customer and the Bank for pledging the Pledged Assets in accordance with these Terms and the Facility Documentation, substantially in the form set out in Schedule 2 of these Terms.
Pledged Accounts	means the Deposit and all right, title, benefit and interest of the Customer, whether present or future, proprietary, contractual or otherwise, arising out of or in relation to the Deposit.
Pledged Assets	means Sukuk, Mutual funds, Shares, Pledged Accounts or any other pledged assets as per the Pledge Agreement.
Profit Amount	means, in relation to a Murabaha Facility the Cost Price multiplied by: (a) the Customer Rate; and (b) the Day Count Fraction for the Applicable Period.
Sale	means purchase of the Commodities (by way of Murabaha), by the Customer (acting through his Agent), from the Bank on the Murabaha Transaction Sale Date.
Sale Price	means the aggregate of Cost Price and the Profit Amount set out under the Promise to Purchase; or
Security Document	means the Pledge Agreement and any other documents in favour of the Bank as security for the obligations of the Customer under the Facility Documentation each in the form and substance satisfactory to the Bank.
Security Period	means the period commencing with the date of the earliest Facility Documentation and terminating on the date when all the moneys (of whatever nature) which the Customer (whether alone or with any other person) presently is, or at any time becomes, actually or contingently liable to pay at the Bank under or in connection with the Facility Documentation have been paid or discharged in full.
Specified Time	means a day and time determined in accordance with the Bank's applicable cut-off times or such other time as may be agreed between the Customer and the Bank.
Tax	means any tax, value added tax (VAT), levy imposed, duty or other charge or withholding of a similar nature.
Tax Deduction	means a deduction or withholding for or on account of Tax from a payment under a Facility Documentation.
UAE	means the United Arab Emirates.

- 1.2 Third party rights
 - (a) Unless expressly provided to the contrary in a Facility Documentation, a person who is not a Party has no right under Article 252 of Federal Law No. 5 of 1985 regarding civil transactions (as amended by Federal Law No. 1 of 1987) to enforce or to enjoy the benefit of any term of the Facility Documentation.
 - (b) Notwithstanding any term of any Facility Documentation, the consent of any person who is not a party to a Facility Documentation is not required to rescind or vary that Facility Documentation at any time.
- 1.3 Except where the context otherwise requires, words denoting the singular shall include the plural and vice versa, words denoting a gender shall include every gender and reference to persons shall include bodies corporate and unincorporated.
- 1.4 References to Clauses are references to Clauses herein.
- 1.5 Clause headings are inserted for convenience only and shall not affect the construction of these Terms.
- 1.6 Any reference herein to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to such statute or statutory provision as same may have been or may from time to time be amended, modified, extended, consolidated, re-enacted or replaced.
- 1.7 References herein to any other agreements and documents shall be construed as a reference to such agreements or documents as amended, supplemented or restated, novated or replaced from time to time.
- 1.8 Except as otherwise stated, references to times shall mean references to Dubai or UAE time.
- 1.9 To the extent they relate to the subject matter of, and do not conflict with these Terms, the Bank's Banking Services General Terms and Conditions are incorporated herein by reference and the Customer hereby confirms having read the Banking Services General Terms and Conditions and that they are unconditionally accepted to form part of these Terms.

PART 2: FACILITY TERMS AND CONDITIONS

2. PROVISIONS PERTAINING TO THE FACILITY

The Bank shall offer the Facility to the Customer in the form of Murabaha Facility which will be indicated in the Facility Letter.

3. PROVISIONS PERTAINING TO THE MURABAHA FACILITY

In addition to the other relevant provisions of these Terms and Conditions, the following provisions shall specifically apply with respect to the Murabaha Facility.

3.1 PROMISE TO PURCHASE

3.1.1 PROMISE

- (a) If the Customer intends to avail the Facility, the Customer may issue a Promise to Purchase, whereby the Customer shall promise to purchase the Commodities (by way of Murabaha), acting through its Agent from the Bank on the Murabaha Transaction Sale Date, upon the Bank acquiring the title to and the possession of the Commodities.
- (b) The Bank relying on the Promise to Purchase may purchase the Commodities and after getting the possession ask the Customer to purchase the same from the Bank on Murabaha basis.

3.1.2 PROMISE TO PURCHASE EXERCISE AND MURABAHA SALE

- (a) Upon getting the possession of the Commodities, the Bank shall be entitled to exercise its right under the Promise to Purchase (the **Exercise**) by issuing the exercise notice, substantially in the form attached to the Promise to Purchase (the **Exercise Notice**). Upon Exercise, the Customer shall be obliged to enter into the relevant Murabaha Transaction, through the Agent, on the DMCC Tradeflow (Islamic), the details of which shall be subsequently confirmed pursuant to the Murabaha Confirmation Notice.
- (b) The Customer shall bear all ownership risks after assuming the title and taking the actual or constructive possession to the Commodities under the Murabaha Transaction.

3.1.3 CUSTOMER DEFAULT

- (a) If the Customer withdraws from executing the Murabaha Transaction before the Bank acquires the Commodities, the Customer shall bear actual losses, if any, incurred by the Bank till that date. The Customer undertakes to pay the actual losses to the Bank arising out of its withdrawal from the Promise to Purchase.
- (b) If the Customer refuses to purchase the Commodities after the Bank acquires the Commodities, the Bank is entitled to sell the same in the market and get the cost thereof. If the sale proceeds exceed the Bank's entitlement, such excess will be the sole right of the Bank in its capacity as the owner of the Commodities. If the sale proceeds were lesser than the Bank's entitlement, the Bank has the right to revert to the Customer for any shortfall.
- (c) If the Customer refuses to receive the Commodities, or documents relating to the Commodities, after the Commodities have been purchased by it pursuant to the Murabaha Transaction, the Customer hereby gives the

right to the Bank to sell the Commodities and receive the sale proceeds and to get the Sale Price and to revert to the Customer for any shortfall.

- (d) Upon an Event of Default occurring, the Bank shall be entitled to accelerate all outstanding payments on future Deferred Payment Dates and oblige the Customer to pay the entire outstanding Sale Price (along with Donation Amount, if any) immediately.

3.2 MURABAHA CONFIRMATION NOTICE

3.2.1 Murabaha Confirmation Notice

The Parties confirm that under the Murabaha Transaction:

- (a) the Bank sold the Commodities (by way of Murabaha) and the Customer purchased the Commodities on the Murabaha Transaction Sale Date for the consideration of the Sale Price, free from all liens, charges and encumbrances and other rights exercisable by third parties created by or through or as a result of any action or inaction of the Bank but otherwise on an 'as is, where is' basis.
- (b) the title, rights, interests, delivery and possession to the Commodities, together with its associated rights and obligations, passed to the Customer on the Murabaha Transaction Sale Date.

3.2.2 CONSIDERATION

- (a) The Parties agree that under the Murabaha Transaction, the Customer is liable to pay the Sale Price to the Bank in immediately available funds on instalment basis on the Deferred Payment Dates as per the Payment Schedule set out under the Murabaha Confirmation Notice.
- (b) If the Customer fails to pay on a Deferred Payment Date, the Bank shall have the right to enforce all or part of the Pledge without any notice to the Customer.

3.3 PROVISIONS PERTAINING TO THE SERVICE AGENCY FACILITY

In addition to the other relevant provisions of these Terms and Conditions, the following provisions shall specifically apply with respect to the Service Agency Facility.

4. PLEDGE TERMS

4.1 Continuing Security

The security created under each Pledge:

- (a) is a continuing security, notwithstanding intermediate payments, settlement of accounts or any other matter or thing;
- (b) is in addition to and not to be merged in any other security, guarantee, agreement or right which the Bank may at any time have; and
- (c) will remain in full force and effect until the execution by the Bank of a final release of the relevant Pledge.

4.2 Unconditionality of Security

- (a) Each Pledge and the security created under that Pledge shall not be discharged, nor shall the obligations of the Customer be affected, by:
 - (i) any time, indulgence or waiver at any time given to the Customer or another person; or
 - (ii) any amendment to a related document or to any other security, guarantee or agreement; or
 - (iii) the existence, validity or enforcement of, or failure to enforce, or the release of any person or property from, or the failure of a person to execute or otherwise be bound by, any related document or other security, guarantee or agreement for whatever reason; or
 - (iv) anything else whatsoever.
- (b) The Bank is under no liability to the Customer in relation to any of these matters, even if the Customer's rights are prejudiced as a result.

4.3 Further Assurance

At the request of the Bank, the Customer shall, at its own cost, promptly execute and deliver to the Bank all assignments, transfers, securities and other agreements and documents, and do anything else which the Bank may reasonably require to:

- (a) secure to the Bank the full benefit of its rights under each Pledge;
- (b) perfect and maintain the validity, effectiveness and priority of the security created by each Pledge and intended to be created by the Account Pledge; and
- (c) better assure, convey, grant, assign, transfer, preserve, protect and confirm the rights to the Bank granted or subsequently intended to be granted to the Bank under each Pledge or under any other instrument executed in connection with that Pledge.

4.4 Nature of Pledged Assets

The Customer covenants with the Bank that:

- (a) the terms of each Pledge and the security created by it apply to Pledged Assets in existence at the date of the relevant Pledge and which will come into existence during the Security Period; and
- (b) it will not at any time, in any manner or way seek to rely on the non-existence of any part of the Pledged Assets at the date of the relevant Pledge as releasing the Customer from the performance in whole or in part from any of its liabilities or obligations arising out of the Pledge or any other agreement touching or concerning the Pledged Assets.

4.5 Return of Pledged Assets

At the end of the relevant Security Period, and as soon as reasonably practicable thereafter and at the request and cost of the Customer, the Bank shall (but subject to the rights and claims of any person having prior rights thereto) execute such deeds and do all such things and acts as may be necessary to return possession and control of the Pledged Assets still in the possession of the Bank to the Customer, and release or otherwise discharge the Customer from any further performance of the relevant Pledge.

4.6 Avoidance of Payments

Any return to the Customer's possession and control of any Pledged Asset, settlement or discharge pursuant to Clause 4.5 will be conditional upon no payment or security to the Bank by the Customer or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any provision or enactment relating to bankruptcy, insolvency, administration or liquidation for the time being in force and if such condition is not satisfied, the Bank will be entitled to recover from the Customer on demand the value of such security or the amount of any such payment as if such settlement or discharge had not occurred.

4.7 The Account

Where applicable, the Customer hereby agrees and confirms with the Bank that unless agreed in writing by the Bank, the Customer may not withdraw any moneys from any Pledged Account.

4.8 Power of Attorney

- (a) The Customer, by way of security and in order to secure the performance of the Customer's obligations under each Pledge, irrevocably and unconditionally appoints the Bank (acting through any of its Authorised officers) to be the Customer's attorney for the duration of the Security Period and on behalf and in Customer's name or otherwise to execute and do all such assurances, acts and things which the Customer is requested by the Bank to do under the terms and conditions of each Pledge including but not limited to:
 - (i) those matters referred to in Clauses 4.3; and
 - (ii) anything relating to the operation of the Accounts in accordance with the Facility Documentation.
- (b) The Bank may at any time and from time to time delegate, by power of attorney or by any other lawful means, to any person or persons all or any of the rights which are for the time being exercisable by the Bank under a Pledge in relation to the Pledged Assets. Any such delegation may be made upon such terms and subject to such restrictions as the Bank may think fit. The Bank will not be in any way liable or responsible to the Customer for any loss or damage arising from any act, default, omission or misconduct on the part of any such delegate other than as may be due to its gross negligence or wilful default.

4.9 General

- (a) The Customer ratifies, and confirms and agrees to ratify and confirm whatever the Bank or any delegate may lawfully do or purport to do in exercise of any of the rights referred to in this Clause 4.
- (b) The Bank or any of its delegates shall have no duty to account to the Customer in respect of the Pledged Assets.
- (c) The Bank or any of its delegates shall not be liable for any losses (including loss of profits) arising out of or in connection with the exercise or purported exercise in good faith of any of the rights pursuant to a Pledge nor for any omission of any nature whatsoever in connection with all or any of the Pledged Assets other than, in the case of the Bank, as may be due to its gross negligence or wilful default of the Bank.
- (d) No person dealing with the Bank or its delegate shall be bound to see or inquire whether the right of the Bank to exercise any of its powers has arisen or become exercisable or be concerned with notice to the contrary, or be concerned to see whether any such delegation by the Bank shall have lapsed for any reason or been revoked.

PART 3: GENERAL TERMS

5. COSTS AND EXPENSES

5.1 Ongoing costs

If:

- (a) An Event of Default occurs; or
- (b) the Bank considers it necessary or expedient; or
- (c) the Bank is requested by any Obligor to undertake duties which the Bank and the Customer agree to be of an exceptional nature or outside the scope of the normal duties of the Bank under the Facility Documentation,

the Customer must pay to the Bank any additional remuneration which may be agreed between them or determined by the competent UAE court in case of disagreement.

5.2 Enforcement costs

The Customer must, within three (3) Business Days of demand, pay to the Bank the amount of all actual costs (excluding any opportunity costs or costs of funding) and expenses (including legal fees) incurred by the Bank in connection with:

- (a) the enforcement of, or the preservation of any rights under, any Facility Documentation; or
- (b) any proceedings instituted by or against the Bank as a consequence of it entering into a Facility Documentation.

5.3 Commodity Trading costs

The Customer must, in relation to any Facility, pay to the Bank the amount of any fees, expenses and other actual costs of any broker or exchange incurred in connection with any of the transactions contemplated by the Facility Documentation on behalf of the Customer. However the cost of the transactions contemplated by or on behalf of the Bank shall be borne by the Bank and which may be added to the Murabaha cost under the relevant Facility Documentation.

6. TAXES

6.1 Tax gross-up

All amounts expressed to be payable under a Facility Documentation by any Obligor to the Bank, shall be made without any deduction or withholding for or on account of any Tax. If any deduction or withholding is required by any applicable law to be made by the Customer, the amount for the payment in respect of which the Tax Deduction is required to be made shall be increased to the amount (after the Tax Deduction) equal to the payment which would have been due if no Tax Deduction is required.

6.2 Tax indemnity

The Customer must, within three (3) Business Days of demand by the Bank, pay to the Bank an amount equal to any actual loss, liability (including any tax liability incurred, including but not limited to, VAT, as applicable), or cost (excluding any opportunity costs or costs of funding) which the Bank determines will be or has been suffered (directly or indirectly) for or on account of Tax by the Bank in respect of a payment received or receivable (or any payment deemed to be received or receivable) under a Facility Documentation.

6.3 Value added taxes

- (a) All amounts expressed to be payable under a Facility Documentation by any Obligor to the Bank which (in whole or in part) constitute the consideration for any supply for VAT purposes are deemed to be exclusive of any VAT which is chargeable on that supply, and accordingly, if VAT is or becomes chargeable on any supply made by the Bank to any Obligor under a Facility Documentation, and the Bank is required to account to the relevant taxing authority for the VAT, that Obligor must pay to the Bank (in addition to and at the same time as paying the consideration for such supply) an amount equal to the amount of the VAT (and the Bank must promptly provide an appropriate VAT invoice to that Obligor).
- (b) Where a Facility Documentation requires any Obligor to reimburse or indemnify the Bank for any actual cost or expense, that Obligor must reimburse and indemnify (as the case may be) the Bank for the full amount of such actual cost (excluding any opportunity cost or cost of funding) or expense, including that part which represents VAT, except to the extent that the Bank reasonably determines that it is entitled to credit or repayment from the relevant taxing authority.
- (c) Any reference in this Clause 6.3 to any Obligor will, at any time when that Obligor is treated as a member of a group for VAT purposes, include (where appropriate and unless the context otherwise requires) a reference to the representative member of that group at that time.
- (d) In relation to any supply made by the Bank to any Obligor under a Facility Documentation, if reasonably requested by the Bank, that Obligor must promptly provide the Bank with details of that Obligor's VAT registration and such other information as is reasonably requested in connection with the Bank's VAT reporting requirements in relation to such supply.

7. INDEMNITIES

7.1 General indemnity

The Customer will indemnify the Bank on demand and hold it harmless from and against all claims, suits, actions, costs and expenses, taxes, liabilities, losses and damages (excluding any opportunity cost or cost of funding) relating to or arising out of or in connection with the Facility Documentation.

7.2 Currency indemnity

The Customer must, as an independent obligation, indemnify the Bank against any actual cost (excluding any opportunity cost or cost of funding), loss or liability which the Bank incurs arising out of or as a result of:

- (a) the Bank receiving an amount in respect of an Obligor's liability under the Facility Documentation; or
- (b) that liability being converted into a claim, proof, judgement or order, in a currency other than the currency in which the amount is expressed to be payable under the relevant Facility Documentation.

8. REPRESENTATIONS AND WARRANTIES

8.1 Representations

The representations and warranties set out herein are (i) made by the Customer on the date of the Facility Letter and any amendment thereto and (ii) deemed to be made by the Customer by reference to the facts and circumstances then existing for the time until the Final Maturity Date.

8.2 Binding obligations

The obligations expressed to be assumed by the Customer in each Facility Documentation are legal, valid, binding and enforceable obligations.

8.3 Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, the Facility Documentation do not and will not conflict with any law or regulation applicable to it.

8.4 Power and authority

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Facility Documentation to which it is a party and the transactions contemplated by those Facility Documentation.

8.5 Validity and admissibility in evidence

All Authorisations required or desirable to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Facility Documentation have been obtained or effected and are in full force and effect.

8.6 No default

- (a) No Event of Default is continuing or might reasonably be expected to result from the entry into any Finance Contract or the entry into of, or the performance of any transaction contemplated by, any Facility Documentation.
- (b) No other event or circumstance is continuing which constitutes a default under any other agreement or instrument which is binding on it or to which its' assets are subject to an extent or in a manner which might have a Material Adverse Effect.

8.7 No misleading information

- (a) Any factual written information provided by it was true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated to be given.
- (b) Nothing has occurred or been omitted from the information provided and no information has been given or withheld that results in the information provided being untrue or misleading in any material respect.

8.8 Pari passu ranking

Its payment obligations under the Facility Documentation rank at least on equal footing with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law.

8.9 No proceedings pending or threatened

No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, might reasonably be expected to have a Material Adverse Effect has or have (to the best of its knowledge and belief) been started or threatened against it.

8.10 Immunity

- (a) The entry into by it of each Facility Documentation to which it is a party constitutes, and the exercise by it of its rights and performance of its obligations under each Facility Documentation to which it is a party will constitute, private and commercial acts performed for private and commercial purposes.
- (b) Subject to the Legal Reservations, it will not be entitled to claim for itself or any of its assets immunity from suit, execution, attachment or other legal process in any proceedings taken in any of its Relevant jurisdictions in relation to any Facility Documentation to which it is a party.

8.11 No adverse consequences

- (a) It is not necessary under the laws of its Relevant jurisdictions:
 - (i) in order to enable the Bank to enforce its rights under any Facility Documentation; or
 - (ii) by reason only of the entry into by it of any Facility Documentation or the performance by it of its obligations under any Facility Documentation,
 that the Bank should be licensed, qualified or otherwise entitled to carry on business in that relevant jurisdiction.
- (b) The Bank is not, nor will be deemed to be, resident, domiciled or carrying on business in any of its relevant jurisdictions by reason only of the entry into, performance and/or enforcement of any Facility Documentation.

8.12 Anti-corruption law

It has conducted its dealings in compliance with applicable anti-corruption laws.

8.13 Sharia compliance

- (a) It has not relied on any representation or any written declaration, fatwa, opinion or other documents made by the Bank as to the Sharia compliance of the Facility Documentation or the transactions contemplated by the Facility Documentation and has made its own independent assessment as to whether such transactions are compliant with the Sharia.
- (b) It is satisfied as to the Sharia compliance of the Facility Documentation and the transactions contemplated by the Facility Documentation.

8.14 Times for making representations

The representations and warranties set out in this Clause 8 are:

- (a) made by the Customer on the date of the Facility Letter; and
- (b) deemed to be made by the Customer by reference to the facts and circumstances then existing on the date of each amendment to the Facility Letter (as the case may be).

9. INFORMATION UNDERTAKINGS

9.1 Information - miscellaneous

The Customer must supply to the Bank:

- (a) promptly upon becoming aware of them, the details of any litigation, arbitration or administrative proceedings which are current, threatened or pending against the Customer and which have or might, if adversely determined, have a Material Adverse Effect; and
- (b) promptly on request, such further information regarding the Customer's financial condition and, or Pledged Assets as the Bank may reasonably request.

9.2 Notification of Event of Default

- (a) The Customer must notify the Bank in writing of any Event of Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence.
- (b) Promptly upon request by the Bank, the Customer must supply to the Bank a certificate signed by the Customer certifying that no Event of Default is continuing (or, if an Event of Default is continuing, specifying the Event of Default and the steps, if any, being taken to remedy it).

10. GENERAL UNDERTAKINGS

10.1 General

The Customer agrees to be bound by the undertakings set out in this Clause 10 and, where an undertaking is expressed to apply to other Obligors, the Customer must ensure that those Obligors perform that undertaking.

10.2 Authorisations

The Customer must promptly:

- (a) obtain, comply with and do all that is necessary to maintain in full force and effect; and
- (b) supply certified copies to the Bank of,
 - any Authorisation required under any applicable law or regulation to enable it to perform its obligations under the Facility Documentation and to ensure the legality, validity, enforceability or admissibility in evidence in each relevant jurisdiction of any Facility Documentation.

10.3 Obligors

The Customer must ensure that each Obligor (if any) enters into a Guarantee or provides a Pledge by entering into a Security Document, in each case on the terms and in form and substance satisfactory to the Bank.

10.4 Notarization/Legalisation

Any documents executed outside UAE are to be duly notarized / legalised and attested by the Ministry of Foreign Affairs & International Cooperation, UAE.

11. EVENTS OF DEFAULT

11.1 Events of Default

Each of the events or circumstances set out in this Clause 11 is an Event of Default depending on the nature of the facilities as detailed in the below sub-clauses..

11.2 Non-payment

- (a) An Obligor does not pay on the due date any amount payable pursuant to a Facility Documentation in the manner and at the place and in the currency in which it is expressed to be payable unless:
 - (i) its failure to pay is caused by:
 - (A) administrative or technical error; or
 - (B) a Disruption Event; and
 - (ii) payment is made within three (3) Business Days of the due date.

11.3 Other obligations

- (a) An Obligor does not comply with any provision of the Facility Documentation including but not limited to the requirement of providing additional Collateral or Pledge as required by the Bank from time to time (other than those referred to in Clause 11.2).
- (b) No Event of Default under paragraph (a) above will occur if the failure to comply is capable of remedy and is remedied within five (5) Business Days of the Bank giving notice to the Customer or the Obligor becoming aware of the failure to comply.

11.4 Misrepresentation

Any representation, warranty or statement made or deemed to be made by any Obligor in the Facility Documentation or in any other document delivered by or on behalf of any Obligor under or in connection with any Facility Documentation is or proves to have been incorrect or misleading in any material respect when made or deemed to be made, unless the circumstances giving rise to the representation, warranty or statement being incorrect or misleading:

- (a) are capable of remedy; and
- (b) are remedied within fourteen (14) days of the earlier of:
 - (i) the Bank giving notice to the Customer of the representation, warranty or statement being incorrect or misleading; and
 - (ii) any Obligor becoming aware of the representation, warranty or statement being incorrect or misleading.

11.5 Cross-default

- (a) Any Financial Indebtedness of any Obligor is not paid when due (after the expiry of any originally applicable grace period).
- (b) Any Financial Indebtedness of any Obligor is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (howsoever described).
- (c) Any commitment for any Financial Indebtedness of any Obligor is cancelled or suspended by a creditor of the Obligor as a result of an event of default (howsoever described).
- (d) Any creditor of any Obligor becomes entitled to declare any Financial Indebtedness of the Obligor due and payable prior to its specified maturity as a result of an event of default (howsoever described).

11.6 Insolvency

The Customer becomes, declares or otherwise files for bankruptcy or the Customer dies or becomes mentally incapacitated.

11.7 Unlawfulness

- (a) It is or becomes unlawful for any Obligor to perform any of its obligations under the Facility Documentation.
- (b) Any Facility Documentation is not effective in accordance with its terms or is alleged by any Obligor to be ineffective in accordance with its terms for any reason.

11.8 Repudiation

Any Obligor (or any other relevant party) rescinds or repudiates a Facility Documentation or evidences an intention to rescind or repudiate a Facility Documentation.

11.9 Material adverse change

Any event or series of events occurs which, in the opinion of the Bank, has or is reasonably likely to have a Material Adverse Effect.

11.10 Acceleration

- (a) If an Event of Default is continuing, the Bank may, by notice to the Customer:
 - (i) cancel any or all of the facilities under the Facility Documentation; and/or,
 - (ii) declare that all or part of any amounts outstanding under the Facility Documentation be immediately due and payable, whereupon they shall become immediately due and payable; and/or

- (iii) exercise all of its rights under the Facility Documentation.
- (b) Further, the Bank may irrevocably and unconditionally
 - i) assign the Customer's account to any of its authorized collection agents situated either locally or internationally to follow up and recover the due and outstanding amounts (inclusive of profit, fees and any other associated charges) along with filing of legal proceedings either inside or outside the country.
 - ii) provide such collection agents with any necessary financial information about the Customer's account including confidential documents related to the Customer's Facility or any account(s) held with the Bank.
 - iii) may visit the premises of the Customer, either directly or through its authorized agents, for follow up of the overdue and outstanding amount against the Facilities availed from the Bank.
- (c) Any notice given under this Clause will take effect in accordance with its terms.

12. CHANGES TO THE PARTIES

12.1 Assignments and transfers by the Obligors

No Obligor may assign or transfer any of its rights and obligations under the Facility Documentation without the prior written consent of the Bank.

12.2 Assignments and transfers by Bank

The Bank shall be entitled to assign or transfer any of its rights and obligations under the Facility Documentation without the prior written consent of the Customer.

13. ROLE OF THE BANK

Notwithstanding any other provision of any Facility Documentation to the contrary, the Bank is not obliged to do or omit to do anything (including disclosing any information) if it would or might, in its reasonable opinion, constitute a breach of any law or regulation or a breach of a fiduciary duty or a duty of confidentiality or be otherwise actionable by any person, and the Bank may do anything which, in its opinion, is necessary or desirable to comply with any law or regulation.

14. PAYMENTS

14.1 Payments to the Bank

- (a) On each date on which an Obligor is required to make a payment under a Facility Documentation, that Obligor must make the payment available to the Bank (unless a contrary indication appears in a Facility Documentation) for value on the due date at the time and in such funds specified by the Bank as being customary at the time for settlement of transactions in the relevant currency in the place of payment.
- (b) Payment must be made to such account in the principal financial centre of the country of that currency with such bank as the Bank specifies.

14.2 No set-off or counterclaim

All payments made by an Obligor under the Facility Documentation will be calculated and made without (and free and clear of any deduction for) set-off or counterclaim.

14.3 Donation Amount

The Parties agree as follows:

- (a) In the event of Customer's failure to pay any Outstanding Amount under any of the Facility Documentation, the Customer shall undertake to donate an amount, which shall be equal to the product of the (i) Outstanding Amount, (ii) 2% per annum plus the Profit; (iii) number of days for which the Outstanding Amount was not paid divided by 365, in relation to such Outstanding Amount to a charity designated by the Bank (the **Donation Amount**).
- (b) The Customer agrees that a notice for payment of the Donation Amount issued by the Bank to the Customer shall constitute an obligation on the Customer to immediately pay such Donation Amount in accordance with this Clause. If the Customer fails to make the payment of the Donation Amount, then the Bank shall be entitled to deduct such Donation Amount from the Customer account held with the Bank.
- (c) The Donation Amount collected from the Customer shall be routed to the designated charity through the Bank (on behalf of the Customer) under the supervision of its ISSC after deducting of its actual collection expenses (attributable to the subject transaction) as per the approved policy by the Bank's ISSC.
- (d) For the purpose of this Clause and subject to the provision of the notice under the sub-clause above, the Customer shall be considered a procrastinator by the Bank until the Customer proves otherwise.

14.4 Debit Authorisation

In order to effectuate the timely payment of any of the Customer's payment obligations when due under the facility Documentation (the **Due Payments**), the Customer hereby irrevocably authorises and directs the Bank, at the Bank's option, to debit, or cause or instruct the debit of, the amount of the Due Payments from any of the accounts maintained by the Customer with the Bank. This debit authorisation shall not affect the obligation of the Customer to pay the Due Payments in full on their respective due payment dates if the Bank has decided not to exercise its right of debit set out in this Clause.

15. SET-OFF

The Bank may set off any matured obligation due from an Obligor under the Facility Documentation (to the extent beneficially owned by the Bank) against any obligation owed by the Bank to the Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Bank may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

16. NOTICES

16.1 Communications in writing

Unless otherwise provided for in these Terms, or as agreed by the Parties, any communication to be made under or in connection with the Facility Documentation must be made in writing and, unless otherwise stated, may be made by fax, electronic mail or letter.

16.2 Addresses

- (a) The contact details of the Customer and the Bank for any communication to be made or delivered under or in connection with the Facility Documentation are those set out in the Facility Letter.
- (b) Any Party may change its contact details by giving five (5) Business Days' notice to the other Party.

16.3 Delivery

- (a) Except as provided below, any communication made or delivered by one Party to another under or in connection with the Facility Documentation will only be effective:
 - (i) if by way of fax, when received in legible form; or
 - (ii) if by way of letter, when it has been left at the relevant address or five (5) Business Days after being deposited with a courier or registered post in an envelope addressed to it at that address,and, if a particular department or officer is specified as part of its address details provided under Clause 16.2, if addressed to that department or officer.
- (b) Any communication to be made or delivered to the Bank will be effective only when actually received by the Bank.
- (c) Any communication which would otherwise become effective on a non-working day or after business hours in the place of receipt will be deemed only to become effective on the next working day in that place.

16.4 Electronic communication

- (a) Any communication to be made between any of the Parties under or in connection with the Facility Documentation may be made by electronic mail or other electronic means, if these Terms provide for the use of the electronic means for specific correspondence and the Parties:
 - (i) agree that, unless and until notified to the contrary, this is to be an accepted form of communication;
 - (ii) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and
 - (iii) notify each other of any change to their electronic mail address or any other such information supplied by them.
- (b) For the purposes of the Facility Documentation, an electronic communication will be treated as being in writing.
- (c) Any electronic communication made between the Parties will be effective only when actually received in readable form and in the case of any electronic communication made by a Party to the Bank only if it is addressed in such a manner as the Bank may specify for this purpose.
- (d) Any electronic communication which would otherwise become effective on a non-working day or after business hours in the place in which the Party to whom the relevant communication is sent or made available has its address for the purpose of these Terms will be deemed only to become effective on the next working day in that place.

17. CALCULATIONS AND CERTIFICATES

17.1 Accounts

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

17.2 Certificates and determinations

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

18. PARTIAL INVALIDITY

If, at any time, any term of a Facility Documentation is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction that will not affect:

- 18.1 the legality, validity or enforceability in that jurisdiction of any other term of the Facility Documentation; or
- 18.2 the legality, validity or enforceability in other jurisdictions of that or any other term of the Facility Documentation.
- 19. AMENDMENTS**
- 19.1 The Facility Documentation, may be amended, changed, waived, discharged, terminated or otherwise modified only with the mutual written agreement of the Parties.
- 19.2 No Guarantee or Security Documents may be amended, changed, waived, discharged, terminated or otherwise modified without the consent of the Guarantor or Obligor party to it.
- 20. COUNTERPARTS**
- Each Facility Documentation may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of the Facility Documentation.
- 21. GOVERNING LAW**
- These Terms, and any non-contractual obligations arising out of or in connection herewith, are governed by and construed in accordance with the laws of the Emirate of Dubai and the applicable federal laws of the UAE to the extent these are not inconsistent with Sharia rules and principles as set out in the Sharia Standards published by AAOIFI, and in case of inconsistency the principles of Sharia shall prevail as interpreted by the ISSC of the Bank.

22. ENFORCEMENT

22.1 Jurisdiction

Unless specifically provided in a Facility Documentation, the competent UAE court has exclusive jurisdiction to settle any dispute arising out of or in connection with any Facility Documentation (including a dispute relating to the existence, validity or termination of any Facility Documentation or any non-contractual obligation arising out of or in connection with any Facility Documentation) (a Dispute).

22.2 Waiver of Immunity

The Customer irrevocably and unconditionally:

- (a) agrees not to claim any immunity from proceedings brought by the Bank against it in relation to a Facility Documentation and to ensure that no such claim is made on its behalf; and
- (b) consents generally to the giving of any relief or the issue of any process in connection with those proceedings; and
- (c) waives all rights of immunity in respect of it or its assets.

Acknowledgement

I, the Customer(s), do hereby acknowledge and confirm that I have read and understood all the above Terms and Conditions as provided herein, including the Schedules that are attached herewith.

WARNINGS:

- INPC Finance could result in partial or, in extreme cases, total loss of your own contribution for the investment in INPC underlying the Finance.
- At maturity, you will have to make payment for all your obligations under Finance even if the proceeds from INPC investment are not received.
- Failure to meet your payments obligations on time may negatively affect your credit rating, which will limit your ability to access financing in the future.

Customer Name: _____ Signature: _____

Date: DD / MM / YYYY

Received by:

RM Name: _____ Signature _____

Date: DD / MM / YYYY

For general queries,

Please contact your Relationship Manager OR
 Call on: +971 4 609 2222
 Email: Contactus@dib.ae
 Visit: www.dib.ae