

TERMS AND CONDITIONS GOVERNING THE GOLD ACCOUNT

These Terms and Conditions govern the Gold Account (hereinafter referred to as the **"Gold Account"** which may be named as stipulated by the Bank from time to time) opened or held with The National Bank of Ras Al Khaimah (P.S.C) (hereinafter referred to as **"the Bank"**). The Customer's signature(s) on the Application constitutes acceptance of these Terms and Conditions herein as amended from time to time and the Customer is bound by these Terms and Conditions in respect of the Gold Account. The terms and conditions governing the Designated Account with the Bank shall apply save where such terms and conditions are in conflict with these Terms and Conditions, in which event these Terms and Conditions will apply.

The headings in these Terms and Conditions are for convenience and shall be ignored in construing the Terms and Conditions. Unless the context otherwise requires, the singular shall include the plural and vice versa and the masculine gender shall include the feminine and neuter gender and vice versa. In the event of any inconsistency, conflict, ambiguity or discrepancy between the English text and any other non-English version of these Terms and Conditions, the English version shall prevail.

1. DEFINITIONS

Unless the context requires otherwise, the following terms and expressions shall have the meaning set out below:

'AED' means Arab Emirates Dirhams, the lawful currency of the UAE.

'Application' means the physical application or the application through RAKBANK Online Banking Services made by the Customer to open the Gold Account.

'Business Day' means a day (not being a Friday or Saturday) on which the Bank is open for general business in the UAE.

'Customer' means and includes either (i) one or more individual persons who have jointly or severally, opened and are maintaining the Gold Account with the Bank in his/her name as identified in the Application, or the authorized power of attorney holder of the Customer; or (ii) any sole proprietorship, partnership firm, limited liability company, any other legal entity licensed to do business in United Arab Emirates or a limited company (offshore) incorporated and that opened and maintains the Gold Account with the Bank in its name as identified in the Application.

'Designated Account' means the savings account or current account of the Customer described in clause 2.2.

'GRM' means metric gram which shall be the designated weight denomination of gold held in the Gold Account.

'RAKBANK Online Banking Services' means the internet banking service made available by the Bank.

'Statement of Account' means the Bank's periodic statement sent to the Customer, which includes particulars of the transactions conducted by the Customer during the period and debit or credit of the Customer's Gold Account.

'UAE' means United Arab Emirates.

'USD' means United States Dollars, the lawful currency of the United States of America.

2. ACCOUNT OPENING

2.1 To open a Gold Account, the Customer shall upon the Bank's request duly complete and execute an Application and provide the Bank such mandate (if any), specimen signature(s) and any other document(s) required by the Bank for the operation of the Gold Account.

2.2 Prior to opening a Gold Account, the Customer shall open a savings or current account or alternatively designate an existing savings or current account with the Bank (hereinafter referred to as "Designated Account") to facilitate payment for purchases, collection of sales proceeds and debiting of fees and charges under the Gold Account. The account name, authorized signatories and signing conditions of the Designated Account shall be identical to the Gold Account. The Bank may reject the Customer's application for a Gold Account without assigning any reason thereto, including the Customer's failure, refusal and/or omitting to open the Designated Account.

2.3 In the case of joint accounts opened by the Customer, all agreements, obligations,

powers, authorities and liabilities herein contained in these Terms and Conditions shall be deemed binding on the Customer, jointly and severally.

2.4 A Customer that is an individual must be aged twenty-one (21) years old or above to open a Gold Account.

3. OPERATION OF ACCOUNT

3.1 The Customer may from time to time purchase from and/or sell to the Bank gold under the Gold Account. Any balance of gold for the time being purchased by the Customer but not yet resold shall be recorded in the Gold Account as owing and due by the Bank and shall be dealt with according to these Terms and Conditions.

3.2 The gold held in the Gold Account represents an undivided and unallocated interest in gold with fineness of 999.9 which will be held by the Bank or its agents or any other third party in the name of the Bank on an unallocated basis. The prevailing selling/buying price so quoted shall be determined by the Bank in AED at the Bank's sole and absolute discretion taking into account all factors the Bank shall deem relevant including but not limited to the prevailing world and local market conditions for gold, the exchange rate between USD and AED and the fineness of the gold.

3.3 The price quoted at which each purchase order will be made, shall be the selling price as quoted by the Bank at the time of the placement of the purchase instruction on a per GRM basis. Similarly the price quoted at which each sale order will be made, shall be the buying price as quoted by the Bank at the time of the placement of the sale instruction on a per GRM basis.

3.4 The minimum initial purchase quantity required to open a new Gold Account shall be at such quantity as may be prescribed by the Bank from time to time. Subsequent purchase/sale transactions shall be at such quantities and limits as may be prescribed and notified by the Bank from time to time.

3.5 The Customer may purchase gold from or sell gold to the Bank at the Bank's prevailing price. The Bank reserves the right to widen the margin it charges if the price volatility in the gold market increases and shall not be liable for any failure or delay in meeting its obligations hereunder due to causes beyond its control such as being unable to obtain quotations from the gold market.

3.6 Each purchase/sale order shall be either (i) by written instruction in a branch of the Bank in such form as the Bank shall from time to time prescribe and shall only be accepted by the Bank in these circumstances on a Business Day within ordinary banking hours when the Bank is open to conduct banking transactions; or (ii) by electronic instruction via RAKBANK Online Banking Services in such form as the Bank shall from time to time prescribe. Such purchase/sale order(s) shall be irrevocable once received by the Bank. Where the instructions of the Customer are ambiguous or unclear or where the Bank has any doubt as to the authenticity of the instructions of the Customer, the Customer(s) agrees that the Bank shall not incur any liability by reason of omitting to act on such instructions.

3.7 The maximum amount of gold that can be sold by the Customer at any time shall be limited to the balance of the Gold Account and is subject to the minimum quantity of gold to be maintained in the Gold Account as prescribed by the Bank from time to time.

3.8 The Customer shall:

- make full payment for any gold purchased from the Bank and authorizes the Bank to debit the Designated Account and undertakes to maintain sufficient funds for this purpose. The Bank shall not be obliged to effect any purchase instruction if there are insufficient funds in the Designated Account; and
- ensure that any sale order shall be limited to the actual quantity of gold in the Gold Account. In the event that there is insufficient gold in the Gold Account,

the Bank may refuse to effect the sale instruction or to fulfil such order to a lesser amount equal to the value of the gold available after the costs of effecting the sale.

3.9 The Bank shall deposit proceeds of any sell order into the Designated Account or any other account nominated by the Customer that is acceptable to the Bank (in its absolute discretion) on the same Business Day that the sale transaction is settled.

3.10 The Bank's obligations to complete any sale or purchase transaction shall absolutely and conclusively be deemed to have discharged when gold has been purchased from or sold to the Customer and such transaction has been reflected in the Gold Account and Designated Account.

3.11 The operation of the Gold Account shall be restricted to purchases and sales of gold between the Bank and the Customer through the Gold Account. No physical gold may be delivered to the Bank for deposit into the Gold Account and the Bank shall not accept any such deposit. A Customer may transfer gold from its Gold Account to the Gold Account of any other customer of the Bank. No transfer of gold to any other third party or any other bank is allowed.

3.12 No debit/ATM card and no cheque book will be issued for the Gold Account.

3.13 The Bank may combine or consolidate the gold with those of other customers and/or hold it wherever or elsewhere in any manner it deems fit.

3.14 The Bank has the right to make adjustments to the Gold Account if any amount is erroneously credited into the Gold Account. If the Bank does not receive a written objection from the Customer to the contents of the statement of account within fifteen (15) days of the statement date, the Customer shall be deemed to have accepted the contents of such statement of account as true and accurate.

3.15 Statements of Account of Customers shall be provided at agreed intervals. Unless instructed by the Customer in writing to hold all correspondence, the Bank will send Statements of Account and advices to the Customer as specified in the mandate provided by the Customer and recorded in the Bank's records and the same will be deemed to have been received by Customer. The Customer should carefully check the transactions in the Statement of Account and any error or discrepancy must be notified in writing to the Bank within fifteen (15) days from the date on which the Statement of Account is sent to the Customer as per the mandate entered in the Bank's records. If the Customer gives no such notice, the Statement of Account will be deemed to be correct and the Customer may not thereafter raise any objection to such statement. If the Customer does not receive a Statement of Account for any period, it is the responsibility of the Customer to demand a Statement of Account from the bank within fifteen (15) days from the date on which that statement would normally have been sent. Any Statement of Account shall be final, conclusive and binding on the Customer for all purposes whatsoever including for purposes of legal proceedings.

4. DELIVERY OF PHYSICAL GOLD

4.1 The Customer may at any time request the Bank to convert all or part of the Customer's gold in its Gold Account into physical gold for collection at a branch nominated by the Bank. A request for collection must be made in one of the branches of the Bank specially nominated by the Bank for this purpose.

4.2 The Bank reserves the right to reject the collection request and is not obliged to set aside and/or allot/deliver any of the gold purchased in its physical form.

4.3 A Customer's request for collection shall be deemed valid only if there is sufficient gold in its Gold Account to meet the Customer's request and is for the minimum quantity and no greater than the maximum quantity

as may be prescribed by the Bank from time to time. Such request for collection shall be irrevocable once received by the Bank.

4.4 The Bank shall not be liable or responsible for any delay in delivery due to causes beyond its control, including, but not limited to, causes described in clause 13.

4.5 Gold shall always be collectible in the form of bars which comply with applicable law and international rules relating to good delivery and fineness, including, in all cases subject to availability at the time the collection request is made, good delivery bar forms in London or Dubai or such other form reasonably available.

4.6 The Bank will endeavour to execute a Customer's request for collection and have the physical gold available for collection by a Customer on the Business Day requested by the Customer which shall be no earlier than four (4) Business Days from the date of receiving a valid request for collection. The Bank shall notify the Customer when the physical gold is available for collection.

4.7 The Bank shall in no circumstances have any obligation to effect any Customer's request to collect gold, if in its opinion (i) such delivery would cause the Bank or any of its agents to be in breach of any applicable law, court order, regulation or rules to which they are subject, or (ii) the costs incurred by the Bank or its agents in making such delivery would be excessive, and the Bank has not had satisfactory confirmation that the Customer will reimburse the Bank for such costs of delivery, or (iii) delivery is not reasonably practicable for any reason.

4.8 The Customer acknowledges that the Bank reserves the right to charge storage fees on gold not collected within thirty (30) days of the date on which the Customer is notified of the gold being available for collection by the Customer ("Final Collection Date").

4.9 A Customer's request for collection shall not be settled until the Customer has arranged full payment of any collection costs incurred by the Bank including, but not limited to, taxes, shipping, insurance, handling, fabrication, packaging, or outstanding storage fees.

4.10 The collection request shall be deemed settled and the Bank's risk in respect of the Customer's physical gold shall cease when the Bank delivers the physical gold to the Customer or, in the case of a Customer that is an incorporated entity only, its authorised representative (per the Bank's records) and the Customer or its authorised representative signs a delivery receipt for the physical gold. Under no circumstances shall the Bank hold the physical gold as custodian beyond the Final Collection Date and no such services shall be rendered by the Bank.

4.11 Where the Customer fails to collect the physical gold by the Final Collection Date, the Bank may, and is irrevocably authorised by the Customer, to sell the physical gold in its possession after the Final Collection Date without any prior notice to the Customer upon such terms and conditions as the Bank shall deem fit and the net proceeds of such sale, after deducting the holding and sale costs shall be credited into the Designated Account. The Customer shall be liable for the payment of any holding or sale costs incurred by the Bank including, but not limited to, taxes, shipping, insurance, handling, or outstanding storage fees. The Customer expressly and irrevocably agrees that the judgment and discretion of the Bank in respect of the timing, price and terms of sale of the physical gold shall be final, binding and conclusive and shall not be questioned by the Customer on any account whatsoever.

4.12 Only the Customer or, in the case of a Customer that is an incorporated entity only, its authorised representative may request and collect physical gold and shall be required to provide proof of the Customer or the authorised representative's identity as the Bank may require and comply with such other requirements as deemed necessary by the Bank.

4.13 The Bank may amend the procedure in relation to the collection of gold or impose

such additional procedures in relation to its collection as the Bank from time to time considers appropriate. Any such refusal, amendment or additional procedures will be promptly notified to the Customer in accordance with clause 14 of these Terms and Conditions of under any other form of notification permitted under the terms and conditions governing the Designated Account, and will (unless otherwise specified) take effect immediately upon receipt of notification.

5. STANDING INSTRUCTIONS

The Bank will execute any standing instructions on behalf of the Customer in connection with the Gold Account when it receives duly signed written instruction(s) given by the Customer to the Bank without further instruction from or prior notification to the Customer to take the specified action on a specified date relating to the purchase of gold or any other action as pre-set by the Customer. The Customer's standing instructions will be acted upon only if there are sufficient clear funds available in the Designated Account on the particular specified dates.

6. CLOSURE OF Gold Account

6.1 The Customer may close a Gold Account by giving at least fifteen (15) days prior notice in writing to the Bank. The Bank may agree to close the Gold Account at the request of the Customer subject to adherence of the following matters:

- Request for closure must be made on the standard format provided by the Bank.
- Settlement/payment of all the direct/indirect liabilities due to the Bank in connection with the Gold Account.
- A request for closure must be made in writing and duly signed by the Customer at any of the branches of the Bank.

6.2 The Bank may, however, immediately at the instance of any court or administrative order or otherwise, close, freeze or suspend dealings on a Gold Account without notice to the Customer or without being liable for any breach of any duty it may owe to the Customer.

6.3 The Bank may at its own instance without giving any reason, close a Gold Account by giving a notice in writing to the Customer.

6.4 The Bank will close the Gold Account only after deduction of all the monies due to the Bank at the time of closing of such Gold Account. In the event that there is any gold in the Gold Account, the Customer hereby acknowledges and authorizes the Bank to sell the said gold in such manner and upon such terms and conditions as the Bank shall think fit. The net proceeds of the sale shall be credited into the Designated Account or any other account maintained by the Customer at the sole discretion of the Bank. The Customer expressly and irrevocably agrees that the judgment and discretion of the Bank in respect of the timing, price and terms of sale of the physical gold shall be final, binding and conclusive and shall not be questioned by the Customer on any account whatsoever.

7. BANK CHARGES

7.1 The Customer agrees to pay all fees and charges in connection with the Gold Account as determined by the Bank from time to time, which are subject to change at the Bank's discretion and are included in the Service and Price guide available at each branch of the Bank and on its website - www.rakbank.ae.

7.2 A conversion fee shall be levied for each instruction to convert gold in the Gold Account to physical gold. The fee charged shall be determined by the Bank at the point of the transaction.

7.3 The Customer shall ensure that there shall be sufficient funds in the Designated Account at all times and authorizes the Bank to debit the

account at any time with all amounts payable to the Bank.

7.4 The Customer shall be liable to pay all costs, charges, disbursements, fees and expenses (including but not limited to the Bank's legal fees) in connection with or incidental to the Gold Account as determined by the Bank from time to time, including but not limited to:

- the enforcement of or preservation of any right of the Bank under the Gold Account and/or its Designated Account;
- recording, amending and executing any standing instructions;
- collection, holding or sale costs incurred by the Bank or its agents or any other third party including, but not limited to, taxes, shipping, insurance, handling, fabrication, packaging or outstanding storage fees; or
- otherwise included in the Service and Price guide.

7.5 The Customer shall be liable to pay for any goods and services tax or other taxes or levies which is required by law to be paid to any body or authority whether in the UAE or any other jurisdiction incurred by the Bank in relation to the Gold Account and transactions undertaken by the Customer in connection with the Gold Account.

7.6 Any goods and services tax or other taxes or levies incurred by the Bank in relation to the use of the Gold Account and any other goods or services provided under the Gold Account shall be borne and charged to the Customer and in the event that the Bank shall effect payment on behalf of the Customer, the Customer shall be liable to reimburse the Bank for such amounts paid.

8. CUSTOMER'S ACKNOWLEDGEMENT

8.1 The Customer hereby expressly acknowledges and agrees that:

- the Gold Account:
 - does not represent a deposit of money and provides neither yield nor interest;
 - cannot be made subject to any pledge, charge, mortgage or be made the subject of any lien and/ or any other form of encumbrance or security save where the same is created in favour of the Bank; and
 - is subject to the laws of the UAE, including the regulations, circulars and notices issued by Central Bank of UAE, and the Customer shall accordingly ensure compliance at all times with all such regulations, circulars and notices and any amendments thereto and any other applicable UAE laws and regulations;
- it has no right to delivery of physical gold in the UAE or elsewhere unless it makes a request for collection pursuant to clause 4;
- it has the full legal capacity, rights, power and authority to enter into transactions for the purchase and sale of gold; and
- the Bank:
 - has no duty or liability to appropriate, set aside and/or allot any physical gold for or to the Customer and/or the Gold Account and the Customer shall have no right and at no time be entitled to demand and/or request such appropriation, setting aside and/ or allotment;
 - shall not be deemed to be a bailee or trustee of the Customer in relation to any or all of the gold for the time being due and owing by the Bank to the Customer in a Gold Account; and
 - may at any time, at its discretion, suspend operation of the Gold Account without any prior notice and without having to assign any reason whatsoever if the Bank suspects that the Gold Account is being used for any purposes contrary to law whatsoever.

9. INDEMNITY AND LIMITATION OF LIABILITY

9.1 The Customer hereby agrees to fully indemnify and hold harmless the Bank, its officers, employees or agents against any liability, damages, loss, charge, demand, proceedings, cost (including legal fees), or expense, which the Bank may suffer, pay or incur as a result of:

- the Bank, its officers, employees or agents acting upon or delaying or refraining from acting upon instructions of the Customer, including any standing instruction, or purporting to be from the Customer or which the Bank believes have not been issued by or for the Customer or in any way in connection with the Gold Account, as per these Terms and Conditions;
- in enforcing these Terms and Conditions and in recovering of any amounts due to the Bank or incurred by the Bank in any legal proceedings of any nature;
- any imposition of taxes under taxation laws or regulations of any country having jurisdiction or
- otherwise in performance of its rights or obligations under these Terms and Conditions.

9.2 The Bank shall not be responsible or liable for any loss, if any, in the sale of the Customer's physical gold when exercising its rights or obligations under these Terms and Conditions or for any loss or depreciation in value of the physical gold arising from or through any cause whatsoever including but not limited to the fluctuation of the price of gold and/or the fluctuation of any applicable exchange rate.

10. SET-OFF AND CONSOLIDATION RIGHTS

10.1 In addition to any general lien or any other right or remedy to which the Bank may be entitled, the Bank may at any time and from time to time, without notice or demand combine and/or consolidate all or any of the Customer's Gold Account and liabilities (in each case denominated in any currency) with the Bank in the UAE, whether singly or jointly with any other person or set off all the value standing to the credit of the Gold Accounts towards satisfaction of any of the Customer's liabilities (denominated in any currency) to the Bank in the UAE, whether as principal or surety, actual or contingent, primary or collateral, singly or jointly with any other person. The Bank may effect any necessary or related currency conversions at the Bank's own rate of exchange then prevailing.

10.2 The Bank may at any time without notice to the Customer and without obtaining the Customer's prior consent or concurrence, sell the gold, or any part thereof, in the Gold Account in such manner and upon such terms and conditions as the Bank shall deem fit, for the purposes of clause 10.1 and the proceeds of any such sale shall be utilised in or towards the repayment of any monies due and owing by the Customer. The Customer expressly and irrevocably agrees that the judgment and discretion of the Bank in respect of the timing, price and terms of sale of the gold shall be final, binding and conclusive, and shall not be questioned by the Customer on any account whatsoever.

11. BANK'S RIGHT TO EARMARK GOLD ACCOUNT AS SECURITY

In addition and without prejudice to clause 10, the Customer agrees that the Bank shall have the right and is irrevocably authorized by the Customer to withhold and/or earmark from time to time without the Customer's prior knowledge or consent, as much of the gold in the Gold Account as the Bank may in its sole and absolute discretion think fit, as security for the payment of any or all monies and/or liabilities owing or payable by the Customer to the Bank on any other account or accounts howsoever (whether actual or contingent, joint or several) if the Customer fails to pay to the Bank any amount due but unpaid by the Customer to the Bank as

demand, and/or pursuant to any court order or directive binding on the Bank.

12. NO ASSIGNMENT

The Bank may, without any prior notice to the Customer, at its own discretion assign the whole or any part of its rights and obligations under these Terms and Conditions. The obligations of the Customer under these Terms and Conditions and its rights, title, interests and benefits in the gold comprised therein may not be assigned in whole or in part, without obtaining prior written consent of the Bank.

13. SUSPENSION OF SALE AND PURCHASE

Notwithstanding any provisions to the contrary and/ or any express or implied duty or obligation on the Bank's part, it is hereby expressly agreed that the Bank shall be entitled not to accept any instruction for sale or purchase of gold and/or to quote any price at any time and to suspend operations of the Gold Account if as a result of force majeure, any calamity or conditions, industrial actions, computer breakdown or sabotage or any other reason, the Bank's customer records, accounts and/or services are not available or access to such records, accounts or services is hindered.

14. NOTICES

Save as otherwise provided in these Terms and Conditions, the Bank shall be considered to have discharged its responsibility to send any demand, circular, notice and/or any other documents and communication under these Terms and Conditions in the normal course by sending it in the name of the title of the Account to the Customer's address or by mobile banking notifications using short message services (SMS) to the Customer's mobile telephone or via electronic mail to the Customer's electronic mail ID or any other mode of communication as may be determined by the Bank in its sole discretion. Any communication so sent will be in English and made at the address, mobile telephone number or electronic mail ID specified as per Bank's records and will be deemed to have been received by the Customer on the date sent by the Bank.

15. VARIATIONS

The Customer is deemed to have read, understood and agreed to be bound by these Terms and Conditions. At any time, the Bank may change, add, amend, supersede or supplement any or all of the provisions of these Terms and Conditions. The Bank will notify all Customers in writing of any change/ amendment to these Terms and Conditions and such amendments will be effective from the date of such change as notified to all the Customers. However, such changes are deemed to be binding on the Customer whether or not the Customer has received specific notice in person of such amendments.

16. GOVERNING LAW AND JURISDICTION

The law governing these Terms and Conditions is that of the United Arab Emirates as applied in the Emirate of Ras Al Khaimah. In the event of any dispute arising in relation to the Gold Account or these Terms and Conditions, the Courts of Ras Al Khaimah will have jurisdiction provided that the Bank may, in its absolute discretion, bring proceedings in any other jurisdiction in which the Customer resides, has assets or conducts business inside or outside UAE.

