

# General and Special Conditions for Opening Accounts with the Bank

# Arab Jordan Investment Bank

I hereby agree on the enforceability of the following terms and conditions on any account/accounts opened earlier or may be opened in the future upon my request and on any banking services provided by the Bank to me, to the extent that they do not conflict with contracts/special and general conditions of such contracts or services.

## Definitions:

- Bank: Arab Jordan Investment Bank including all of its branches and offices registered in the Hashemite Kingdom of Jordan and abroad.
- Account Number: the number that the Customer must use in full in his/her dealings with the Account, such number contains unified ID code for the Customer, the branch and the type of account.
- Account/accounts opened at the Bank in the name of the account holder in question, unless the context indicates otherwise.
- The plural terms include the singular terms and/or the dual and vice versa.

## Arabic and English language Condition

In the event of any discrepancy between the English and Arabic texts, the Arabic text shall prevail.

## First: The General Conditions for Opening the Account with the Bank

1. To open and operate the account, the age of the Customer should be at least 18 years of age at the time of opening.
2. The Customer is committed to provide adequate funds in the account to meet all withdrawal requirements at all times.
3. Withdrawals from the account must be made through cheques or payment orders or withdrawal/transfer applications using the forms approved by the Bank or by written letters that meet all legal requirements and signed by the Customer "according to signature specimen of the Customer/or the authorized signatory on his behalf saved with the Bank", and/or according to the Customer's written instructions made to the Bank regarding the powers and/or conditions of the signature of the Customer and/or his authorized signatory.
4. The Bank will not incur any liability in case it pays the value of any payment orders issued by the Customer in the form of commercial instruments in case they lack any of the mandatory data if they were holding the form of payment order.
5. The Bank may refrain from implementing the payment or transferring orders received indirectly (other than from the Customer personally). If a doubt emerged as to their validity and it may request a confirmation of issuance thereof from the account holder by the means it deems appropriate without any liability on the Bank for the delay or non-implementation.
6. The Customer's endorsement of any commercial instruments for depositing thereof in his/her debtor accounts shall be an endorsement without recourse unless explicitly stated that the value is for collection, and mentioning the Customer's account number shall not be a presumption that the endorsement is a procuration endorsement/for collection endorsement.
7. The signature specimens of Customer and/ or his authorized signatory kept by the Bank shall be considered legal and approved for all transactions belonging to the account.
8. The chosen Customer's address for serving any notice/notification or account statement or letter or otherwise shall be the address indicated in the account opening application form, and the Customer shall notify the Bank in writing of any modification happens thereto, otherwise, the address indicated in the application shall be considered as the approved address for the correspondence and the address of choice for all notifications. And the Customer gives a final irreversible approval, to the right of any person who is in the listed address to receive the mail and/or signing on the proof of relevant delivery and the Customer shall be deemed recipient of such mail if the delivery made to other person as mentioned above in his/her mailbox or to the listed address, and accordingly, the Customer releases the Bank from any liability of the Bank secrecy in connection with the foregoing. The Customer also authorizes the Bank to send statements and/or account transactions to the mobile phone and/or e-mail as stated in the subscription application or pursuant to any subsequent amendments communicated to the Bank, but the receiver shall make sure that the statement date precedes the receiving date and the date of sending of the mail.

## And according to the above, the Customer recognizes and shall commit to the following:

- 1- The Bank shall not be liable for any direct or indirect loss caused to the Customer resulting from the devices and/or electronic information or communication systems for any reason whatsoever and/or for any reason due to circumstances beyond the direct control of the Bank.
- 2- Despite the Bank's usage of all the possible means of protection, the Bank shall not be considered liable for any damage that might be caused to the Customer as a result of the opening up of public telecommunications networks of Internet network and/or any other parties practicing these businesses or any of the acts of piracy on the Internet networks and international telecommunication networks and any risks resulted, and the Customer shall be solely responsible for all risks that may result in such cases.
- 3- Customer agrees that sending the Bank statements and/or operations of the account by the Bank to the mobile phone and/or e-mail shall be considered a conclusive presumption of the Customer's receiving thereof and shall be effective upon him/her.
9. If the Customer chose, instead of sending notices or correspondence, or to return any documents or commercial instruments deposited by him/her, to keep them in his file at the Bank, the Customer shall be obliged to contact the Bank to receive them within one month from the date of depositing thereof, and the Bank shall not incur any responsibility in case of loss, damage or delay, and the Customer shall be deemed notified after the expiry of one week from the date of depositing in his file.
10. The Bank shall send the account statement to the Customer's address available with the Bank, and the account balance shall be deemed correct and approved by the Customer, unless a written objection received by the Bank from the Customer as to the accuracy thereof, within fifteen days from the date of sending the relevant account statement.
11. The Bank shall not be held liable for any losses resulting from the errors of mail or theft, or any other claim that may arise from sending account statements to the Customer, and in the case of sending account statements to the Customer through the mail at the latest address of the Customer kept at the Bank and have been returned by the mail, it is permissible for Bank to refrain from trying to send any additional correspondence to the Customer.
12. The Customer authorizes the Bank ultimately to conduct accounting entries necessary to carry out any Banking transaction in the name/upon the Customer's request, and/or meet any expenses/fees amounts due to the Bank against the Customer as a depositor and/or borrower and/or guarantor of anyone deals with the Bank, and to charge the value of these due expenses/amounts on any of the accounts opened in the name of the Customer at the Bank, without the need to obtain the Customer's consent.
13. The Customer authorizes the Bank according to the Bank's own discretion to pay any withdrawals made by the Customer in the form of checks or transfers or payment orders in case of having no sufficient funds to cover the value thereof in the Customer's current account through the guarantee of the other Customer deposits at the Bank.
14. The Bank may transfer payment received for the benefit of the Customer at any currency by depositing it to his account at the Bank and at the rate of exchange adopted by the Bank.

15. It is hereby agreed under these conditions that the Bank and/or its management and/or its representatives shall have the right to make any modification and/or correction and/or change in any statement/entry of the Bank's statements/entries and/or to reverse any entry of the Bank's entries in case of appearance and/or detection of any error or defect or malfunction or fault in the hardware or software or any of the Bank's electronic machines which does not consistent with the reality of the account and/or entry. The Customer authorizes the Bank ultimately to conduct necessary accounting entries, without having to get the consent of the Customer, to correct and/or reverse any accounting entries that have been implemented by error on/to any of the accounts opened in the name of the Customer at the Bank, and without bearing any factual and/or legal and/or Banking and/or accounting liability of any kind that may arise to this regard.
16. All accounts opened and to be opened in the future in the name of the Customer at any of the branches of the Bank in any currency shall guarantee each other, and the Customer authorizes the Bank ultimately to debit at any time from any of these accounts all amounts due and/or will become due on the Customer (time after time and on several times) in his/her capacity as a depositor and/or borrowers and/or debtor and/or guarantor and/or drawer or issuer of checks for anyone deals with the Bank without having to get the consent of the Customer.
17. In the event an open account at the Bank in the name of the Customer has been over drafted for a certain amount as a result of the withdrawal on the account with an amount exceeding the available balance in such account and/or as a result of debiting any amount to any of the accounts opened in the name of the Customer at the Bank, the over-drafted amount shall be considered a due and mature debt owed by the Customer to the Bank immediately, all together with interest, commissions and expenses incurred on the account statement as from the account statement date until full payment, in addition to attorney's fees, fees and lawsuits expenses that may arise as a cause of the collection of this debt.
18. The Customer confirms his/her full consent and full responsibility and without any reservation from his side, and without any liability on the Bank, the application of the provisions of the bounced checks unit instructions of the Central Bank of Jordan in the event of return of any of the checks drawn by the Customer at the Bank as a result of non-existence of insufficient balance and/or for any other reason. The Customer also acknowledges that he/she relieves the Bank from any liability or commitment to any party whatsoever, in case the inclusion of the Customer's name on the Customer lists of returning checks (defaulters to pay) at bounced checks unit at the Central Bank of Jordan pursuant to the provisions of the bounced checks unit instructions in case violating these instructions by the Customer.
19. Some accounts are subject to the requirements of the minimum balance and certain level of income.
20. The Bank reserves the right to impose a service charge in the event of any qualified balance on any account has fallen below the minimum required amount during the month as specified by the Central Bank of Jordan.
21. All fees related to your account (accounts) are listed in the tariff and fee schedule with us, and the Customer agrees that the tariff and fee schedule may be amended from time to time.
22. The Bank calculates credit interest on the lowest balance per month and shall be paid monthly or every six months for savings accounts and the interest on the term deposit is paid on the date of maturity of the deposit.
23. Customer acknowledges that there shall be no liability on the Bank for the adoption or rejection to accept any power of attorney on any of his/her accounts with the Bank, in case the Customer requests power of attorneys of any kind, he/she acknowledges that such power of attorneys are issued by him/her, and he/she must inform the Bank of any amendment or cancellation of any given power of attorney. The Customer shall not have the right of recourse against the Bank in any matters related to the power of attorney, and the use of the power of attorney shall be on the Customer's full responsibility and without any liability on the Bank towards any party whomsoever.
24. In the event that the Customer is a legal person, the Customer shall be also committed to provide the Bank with the following:
  - A copy of the law and/or bylaw and/or articles of association of the Customer.
  - A replica of the ID card for each of the authorized signatories of the Customer and the authorized persons for operating and managing the account.
  - The adopted specimen and conditions for each of the authorized signatories on behalf of the Customer and the authorized persons for operating and managing the account.
  - An official document and/or new or modified certificate of registration in the case of any amendment to the names of the authorized signatories of the Customer and/or the persons authorized to operate and manage the account, issued and certified by the competent official authorities and include the names of those who are hired instead of the authorized signatories of the Customer and/or authorized persons to operate and manage the account, immediately after any modification or change of the names of these authorized persons, and the Customer shall assume liability resulting from the failure to implement this requirement.
25. The Customer agrees to the Bank's revelation and disclosure of information relating to his/her account/accounts held at the Bank either in Jordan or abroad and/or his/her relationship with the Bank to the limits allowed by the laws, regulations and instructions in force and any amendments that may occur thereto.
26. The Customer agrees that the Bank may share the Customer's account/accounts information held with the Bank among credit advisor agencies including credit office operated by the banks organizing system and state judicial bodies (and to use the data and other information available by public recourses to verify the Customer's identity and capacity to have an account). In case the Customer submits an application for current account or credit facilities, the Bank shall have the right to use the date's details of such credit operations with the Bank and at such agencies to evaluate the Customer's ability to fulfill his/her financial obligations.
27. The Customer agrees that the Bank and/or other entity that provides services on behalf of the Bank may use the information, which may include processing the Customer's personal data.
28. If the Customer request transfer between his/her accounts or transfer to others accounts, he/she authorizes the Bank to conduct the transfer process at the price prevailing at the Bank at the time of the transfer if the currency of the debited account differs from the currency of the receiving account, and to debit any due expenses or commissions on the debited account without any liability on the Bank.
29. In case the Customer's request to withdraw large amounts of cash in local or foreign currency, the Bank shall have the right to postpone the implementation of the Customer's request to the time determined by it.
30. The Customer agrees that his/her data and information may be also processed for the purposes of compliance with applicable laws, including laws and regulations of anti-money laundering and counter-terrorism and the fight against crime, and this may require disclosure of Customer's data to governmental or regulatory authorities, whether domestic or Foreign or to any other person according to what the Bank considers appropriate for these purposes. In the event the Customer provides to the Bank false or incorrect information and fraud or money laundering process has been identified or suspected, data will be transferred to the hands of anti-forgery and money laundering entity. The Customer also undertakes to provide the Bank with the sources of cash deposits to be deposited to the account as may be requested by the Bank.
31. Data and information held by the Bank may be shared according to what the Bank deems appropriate and as provided in these conditions, but will not be disclosed to anyone outside the Bank except in the case of:
  - It was required from the Bank to disclose thereof under any law or regulatory instructions;

- The Banks have a general duty to disclose thereof or;
  - Disclosed thereof either under the express consent of the Customer or the proposed Customer's implicit approval according to what is provided upon the Customer's acceptance to these conditions.
32. The Customer shall have to report the income and other banking relationships: If the Customer is related to a state (for example, because the Customer has income or assets there or if the Customer is a resident or living permanently there), the Customer may be obliged, under the law, to report on his/her global income to the tax authority in such state. The Customer should get tax advice in the case the Customer has any doubt about the reporting obligations imposed on him/her.
33. The Bank will not be liable towards the Customer for any loss that the Customer may incur as a result of prohibiting the Bank, agents or correspondents from providing the Customer with any banking services or other services due to strikes, labor disputes or a malfunction in the hardware or equipment or any other reasons beyond the scope of the reasonable control of the Bank, including the events of force majeure, according to what is stated by the law.
34. The Customer agrees that the messages, including faxes and facsimile letters and telegrams and telexes, mini-movies (microfiche, etc.) , computer extracts , photographs and any means of communication or other documenting means adopted by the Bank in its files, records , registers , books and accounts to be regarded as of the means of legal evidences, and to be considered as a conclusive evidence toward him/her and the accuracy of their content and the Customer drops every right to object to them or any of them in any way.
35. In case of dealing with a currency other than the currency of the account, the Bank will transfer the amount based on the applicable exchange rate at the Bank and the Customer will be informed about the exchange rate and any fees imposed by the Bank.
36. The Customer acknowledges that he/she bears full responsibility of any financial and/or legal consequences in addition to any damages and/or losses incurred by him and/or by the Bank and/or by any third party that may arise from the use of electronic Banking service by him personally and/or by his/her authorized person and/or by a third party and/or any party whomsoever to carry out any transaction and/or to access any Banking service, and the Customer also acknowledges that the Bank records, registers and statements issued by the Bank are considered a conclusive and final evidence on the accuracy of all entries and transactions that take place on any of the accounts opened at the Bank in the name of the Customer and they are binding to the Customer who shall not be entitled to challenge the validity thereof for any reason.
37. The Customer acknowledges that he has to take all reasonable precautions to prevent fraudulent use of any of the cards and check books and security data (including the number of his/her personal identification or personal Banking numbers or passwords or other data that contain such data which allows the Customer to use our banking services over the Internet and/or credit card services) and the Customer bears full responsibility for any financial and/or legal consequences in addition to any damages and/or losses caused to him and/or to the Bank and/or any third party that may arise from the use of electronic Banking service by him personally and/or by the his/her authorized person and/or by a third party and/or any party whomsoever to carry out any transaction and/or to access any banking service.
38. In the case the Customer loses his/her ATM, purchase card, Bank statement account, checks book or his electronic services security data, or in the event of their theft and/or the Customer suspects that an un-authorized person used or attempted to use the same, the Customer must inform the Bank as soon as possible through calling our call center during official working hours on the number +96265003005 and to contact (EMP) company outside official working hours and in public holidays to report on matters relating to the cards on the number +96265008500 and for AJIB Prestige Customers on the number +96265003003 and then the Bank may ask you to confirm in writing in concern the loss or stolen data at the soonest appropriate time.
- 39. Contacting the Customer:**
- For the purposes of informing the Customer about the changes that may occur to these conditions or interest rates which apply to the Customer account and/ or to generally contact the Customer to inform him of the banking operations of the Customer's accounts and the products and services of the Bank and/ or contacting Customers regarding a service or operational reasons, the Bank will use the latest contact data provided by the Customer to the Bank (unless otherwise agreed), which includes the Customer's address and/or telephone/mobile phone numbers and/or e-mail, and, if the Customer is registered with the Bank's online Personal Banking services, the Bank may also contact the Customer using safe e-mails for these purposes.
  - The Customer shall make sure that the contact details he/she provides to the Bank are complete and accurate and that he/she will inform the Bank immediately of any changes thereto.
- 40. Contacting the Bank:**
- The Customer may contact the Bank by phone or by mail or by visiting the Bank in any of its branches or via the Internet at the Bank's web site [www.ajib.com](http://www.ajib.com).
  - Any written notice or request or other official correspondence by the Customer to the Bank, which is deemed appropriate to send it by hand delivery, shall be delivered to the Customer service representative at one of the Bank's branches or by registered mail to the branch manager at the mailing address of the Bank according to what is stated on the Bank's website [www.ajib.com](http://www.ajib.com) and such notices will be considered duly submitted in the case it was delivered by hand at time of delivery.
- 41. Monitoring and Recording Calls:**
- To make sure that the Bank will implement the Customer's instructions accurately and to help the Bank improve its services and for security purposes, the Customer agrees that the Bank may monitor and/or record his/her telephone calls with us and any records shall be the exclusive property of the Bank. The Bank shall determine the branch/branches in which this service will be available thereon.
- 42. How to Make a Complaint to the Bank:**
- If the Customer does not receive regular services that he/she expects, or if the Customer thinks that the Bank had made a mistake, the Customer must inform the Bank by providing any complaint or notice of the bank's services through contacting the customers' complaints handling unit at the Bank's Head Office through one of the following means:
  - Direct complaints phone: **+962 5507000 Extension 3895**
  - The e-mail: **shakawi@ajib.com**
  - Complaints and suggestions Box located in the Branch/Office
- And the Bank will conduct investigations into the incident. If necessary, the Bank will correct any error as soon as possible. The Bank also takes appropriate action to prevent their recurrence, if possible.

#### 43. Inactive Accounts / Non-Moving Accounts:

The Bank shall have the right to deem the account inactive in the case of lapse of six months for the account (current on demand) and two years for savings accounts and the term of three years for the term accounts, without making any transaction by the Customer on the account, taking into consideration the following:

- The Bank may offset between the inactive accounts and any debited account or outstanding obligations on the accounts' owners and the Bank shall suspend ATM cards and debit and credit cards belonging to the account.
- The credit transactions on the inactive accounts or cashing checks drawn on the Customer shall not be considered a reason to make an account active, with the exception of any action made by the Customer personally or by his/her representative through a power of attorney or a authorization certified by the Bank make for the purpose of to reactivating the account or to withdraw the balance.
- It is not allowed to accept any transaction to withdraw or transfer from the inactive account except in the presence of the Customer personally or his/her representative through a power of attorney or a certified authorization adopted by the Bank or the presence of the authorized signatory of the account in the case of a legal person.
- The calculation of interest or profit on the inactive accounts shall continue according to the contract in force on the date of considering the account as inactive.
- Sending periodical account statements and notices to the owners of the inactive accounts will continue.

#### 44. Breaching the Obligations:

Any breach or violation by the Customer to any of its obligations towards any account or other service provided by the Bank shall be deemed as a breach of all agreements with the Bank, and the Bank may cancel all or any of the Customer's facilities and may request full payment or to exercise any other means available to the Bank under these conditions or under any law valid in the Hashemite Kingdom of Jordan.

- In case that the Customer's account / accounts is in shortage, the Bank may use the funds available in any of the accounts to reduce or to repay any owed amounts (including any accounts related to credit cards and any joint accounts) whether those accounts were in the same currency or not, and then it is permissible for a Bank irrevocably to:
  1. Terminate the term of any term deposit applied to any of the Customer accounts at the Bank and the settlement of any interest payable by the Bank and/or;
  2. If the Customer requests transfer between accounts and the transfer to others accounts, he/she authorizes the Bank to conduct the transfer process at the transfer price prevailing at the Bank at the time of transfer if the currency of the debited account differs from the currency of the receiving account, and to charge any due expenses or commissions on the debited account without any liability on the Bank.

#### 45. Close the Account:

- The Bank shall have the right to close any of the Customer's accounts at any time and without any liability, in its absolute discretion, in cases where it appears to the Bank, that the Customer has violated any of the dealing conditions or the Banking customs, and did not take into account in his/her dealing the law and the principle of good faith in dealing or issued commercial papers or Bank drafts or pay orders without charge or conducted facade operations or for any other reasons estimated by the Bank.
- The Customer undertakes to provide all the documents required by the Bank during a period of time to be determined by the Bank, and in the absence of providing these documents the Bank shall have the right to close the account.
- The Bank shall have the right to close any of the Customer's accounts in the case of lapse of six months period without making any transactions thereto and the accounts were not having any debit or credit balances, and the Bank's rejection to accept any deposits or transfers received to the Customer's account after the closing thereof shall not impose any responsibility on the Bank.
- In case that the Bank closes the customer's account/accounts by itself, upon the Customer's request, upon expiration of the validity of using any of the cards or means delivered to the Customer, the customer's desire to stop the service or when the Bank decides to cancel the service, the customer shall be obliged to return any cards, check books or any means delivered to him/her by the bank. It is understood that closing the accounts shall not be subject to serving the customer with notification or the customer's approval of the balance resulting from the closure.

#### Second: The Special Conditions for Opening Accounts at the Bank Conditions of Opening Accounts for Non-Residents

1. The Customer acknowledges that he/she has been briefed with the laws and regulations in effect in the Hashemite the Kingdom of Jordan which govern the procedures of dealing with the accounts of non-residents and acknowledges that he/she has been briefed with the conditions of feeding these accounts and the terms of withdrawal and transfer from such accounts according to such laws, regulations and instructions, and undertakes to abide by them and by any amendments thereof.
2. The Bank shall have the right to change the nature and type of the account from a non-resident account to a resident account without referring to the Customer in the cases and dates that the Customer is no longer qualified as a non-resident according to the provisions of the laws, regulations and instructions in force in the Hashemite Kingdom of Jordan and their amendments, and/or in the case of the expiration of the Customer's residency outside the Hashemite Kingdom of Jordan or the Customer's failure to provide proof of his/her continued residency outside the Hashemite Kingdom of Jordan during the statutory period provided for under these laws, regulations and instructions.

#### The Special Conditions for Opening Accounts Residents in Foreign Currency

- The Customer acknowledges that he/she has been briefed with the laws and regulations in effect in the Hashemite the Kingdom of Jordan that govern dealing with accounts of residents in foreign currency, and acknowledges that he/she has been briefed with the conditions of feeding these accounts and the terms of withdrawal and transfer from such accounts according to such laws, regulations and instructions, and undertakes to abide by them and by any amendments thereof.

#### The Special Conditions for Opening Current Accounts and On-Demand Accounts:

1. The debit interest shall be added to the account at the end of each month in case that the account becomes overdrawn.
2. The withdrawal or transfer from the account may be either directly (on the counter), or by checks or eligible payment orders accepted by the Bank or the Bank cards or electronic banking services, or any other means provided by the bank.

3. The Bank shall have the right to close the account in the event of repeated withdrawal of checks by the customer on his/her account without having sufficient funds and/or for other reasons as determined by the Bank together with applying the instructions of the Bounced Checks Unit issued by the Central Bank in the event of the return of any check without being cashed.
4. The Customer undertakes not to draw checks except on the checks forms issued by the Bank and acknowledges that he/she was informed that the Bank will not accept to cash any check drawn thereon unless drawn on the form issued by the Bank for this purpose.
5. The Customer shall bear any responsibility that may result from the misuse of any of the check papers drawn on the account and/or drawing checks on any forms not issued by a Bank or his/her negligence to keep them in a safe place.
6. The Customer acknowledges that he is fully aware that the Bank may at its discretion destroy any checks or any other documents relating to the account after being photographed by microfilm (electronic archiving system with the Bank) and according to the applicable policies and procedures of the Bank and the banking customs applied.
7. The Customer is aware that the Bank is not obliged to cash any checks drawn by him/her if that makes the account overdrawn, and in this case the Bank is entitled to deduct and/or charge payable commissions for each returned check from the account.
8. The Customer acknowledges that the interest payable on Demand Accounts, shall be subject to change without prior notice.
9. The checks drawn on the account are valid for cashing during the determined legal period for presenting the check for settlement according to the laws, regulations and instructions in force in the Hashemite Kingdom of Jordan
10. In the event of loss or theft of checks of the Customer, or in case the Customer believes that somebody has signed one of the checks without a permission from the Customer, then the Customer should inform the Bank immediately.
11. The Customer may request an overdraft facility or increasing the current overdraft facility, and the Bank shall have the ultimate discretion for approval or rejection.
12. In case the Customer requests overdraft facilities, then the Customer authorizes the Bank to debit his/her account with fees and interest set forth in tariffs and fees schedule applied by the Bank.
13. The Customer shall be personally responsible for any money owed to the Bank whether originated from the Customer's own transactions or from the action of another person authorized by the Customer or through the use of credit and debit cards of the Bank.
14. In the case of availability of credit balance in any of the Customer's accounts at the Bank, the Bank shall be entitled to offset with the debited accounts even if the debited account is a joint account with others and even if the accounts are in foreign currencies.
15. The Bank shall have the right to charge interest at any time on Client's account which exceeds the withdrawals limit based on the amount that exceeds the withdrawals limit, and the Bank may continue to charge interest until the repayment of the credit balance.
16. The Bank will calculate interest on the outstanding balance owed by the Customer on daily basis which will be deducted from Customer's account.

## **The Special Conditions for Term and Investment Accounts**

1. The deposit term shall be calculated as of the date of collecting the deposit until the maturity date based on the daily balance, and the credit interest shall be deposited on the maturity date.
2. If the Customer does not provide the Bank with prior instructions on how to dispose of the balance of the deposit account at maturity, the Bank shall have the right to re-deposit thereof for a similar term and at then-prevailing interest.
3. In the event of receiving additional deposits during the term of the deposit, the Bank may accept such deposit in the original deposit account or to open a deposit sub-account at prevailing interest on the date of receiving thereof and for the period not exceeding the original deposit term.
4. The Customer shall not be entitled to withdraw any amount before the maturity date unless the Bank agrees thereon, and the authorization or power of attorney issued by the Customer, which includes phrases of withdrawals from the accounts and receipt of deposits, shall be considered sufficient for the agent or the authorized person to break the deposit and to authorize the attorney to acknowledge the veracity of the balance.
5. In case of the Bank's approval to enable the Customer to withdraw the deposit in whole or in part, prior to maturity, a debit interest (fine) shall be calculated according to the following formula:  
$$\left( \text{Withdrawn Amount} \times (\text{Maximum Offered Interest Rate for Similar Maturity} + 2\%) \times \text{Remaining Days Until the Maturity of the Deposit} \right) / 365$$
Provided that the Customer shall not lose any amount out of the locked deposit (for deposits in Jordanian dinars), and with respect to foreign currency deposits, a loss from the original amount of the deposit may result of breaking the deposit.
6. If the customer desire to deposit through incoming transfers, the transfer should contain the deposit account number.
7. The Customer must notify the Bank in writing in the event of his/her desire to lock any amount that he/she may deposit in the parallel current/savings account.
8. If the account is a fixed lock local currency/foreign currency account, it shall be subject to the conditions mentioned above, to the extent that they do not conflict with the following conditions:
  - 8.1 The Bank opens a fixed lock account to register the value of the deposit and the parallel current/saving account/accounts for the purpose of feeding the deposit and charging the interest.
  - 8.2 The interests shall be charged on maturity and the deposit will be re-locked along with its interest unless the customer requests otherwise, as a new deposit with the prevailing interest rates on the lock date against a notice to be served by the Bank to the Customer at his/her approved address.
- 8.3 the customer must notify the Bank in writing by at least five days before the date of maturity of the deposit in the event of his/her unwillingness to renew locking thereof or modifying the terms or value thereof.
9. The balance of the account must not be less than the limit set by the Bank for the purposes of calculating interest.

## **The Special Conditions for Opening Savings Accounts**

1. The withdrawals from the account shall be made by the Customer directly or through a power of attorney that includes authorizing the attorney to withdraw from the account in particular, or to withdraw from the customer's accounts in general, or through using cards or any means provided by the Bank and within the limits prescribed by the Bank for the value of withdrawals, and the Customer shall not have the right to issue checks or transfers on this account.
2. It is well known that withdrawals from a savings account is not permissible to be made by checks, but withdrawals may be made by payment orders issued by the Customer fulfilling all the legal requirements and signed by the customer according to the customer's specimen approved and kept with the Bank.
3. Credit interest shall be calculated on the minimum monthly balance, and will be added to the account on the dates to be determined by agreement with the Bank, taking into consideration that the Bank will not calculate interest if the balance was less than the determined limit for the saving accounts.
4. It is permissible to deposit in the account within the limits set by the Bank for deposits in cash or through commercial papers or incoming transfers.

5. The customer must check the accuracy of the amounts deposited, withdrawn or transactions that take place before signing any withdrawal or deposit document, and the Bank shall not be considered liable for any claim of an error or differences.
6. The balance should not be less than the minimum limit set by the Bank from time to time for saving accounts, and in such case, the Bank shall have the right not to calculate interest on the account.
7. In case of closing the account prior to the dates of adding credit interests, the interest shall be calculated on the basis of the lowest balance during the end of the month preceding the closing.
8. If the savings account is in a foreign currency, it shall be subject to the above conditions to the extent that they do not contradict with the following conditions:
  - 8.1 Interest shall be calculated on the lowest monthly balance and is added to the account balance on dates to be determined according to the policies and procedures of the Bank
  - 8.2 The customer may withdraw, with the consent of the Bank, from the account in the local currency against debiting the value from the account in the prevailing purchase price for currency exchange.

### **The Special Conditions for Opening Minors' Accounts:**

1. Accounts opened in the name of a minor shall be operated in his/her name and in his/her favor exclusively by his/her father or his/her legally appointed guardian (s) until the minor reaches 18 years of age.
2. It is not allowed to deal directly with the minor, where opening the minor account shall be made in the name of his/her father's tutelage or guardian's guardianship, according to the supporting documents.
3. In the case the account is in the name of the adult for the benefit of the minor or in the name of the minor under the guardianship of his/her father or of the guardian, then the guardian shall sign an acknowledgment of waiver of the account balance and its contents and of the account number to the minor when reaching age of adulthood.

### **The Special Conditions for Opening Joint Accounts**

The joint accounts shall be subject to general conditions of the accounts and the special conditions of the account type adopted by the Bank in addition to the written agreement conditions reached between the Bank and the account holders, to the extent that they do not contradict with the following conditions: -

1. The account shall be opened by the account holders jointly or by their attorney or by the attorney of any of them under a power of attorney that contains authorizing the attorney to open a joint account. The joint account holders' shares shall be equal, unless agreed otherwise in writing.
2. If the account holders chose to sign on the account individually, any of the account holders shall have full authority to act with the account and any sub-accounts completely and to obtain the banking services and electronic cards offered by the Bank according to the conditions set out to each of them or to request check books, issuance and endorsement and deposit thereof in the account.
3. Any amount deposited upon opening the account or to be deposited thereafter in the account shall be for the benefit of the account holders and shall remain their own property jointly as joint account holders.
4. The Bank at its discretion, in the absence of instructions otherwise, may deposit in the account any money belonging to the account holders (including the outcome of any loans and/or discounts that may be conducted by the Bank to the benefit of the account holders) which are in the possession of the Bank at any time.
5. Each of the account holders delegates and authorizes the Bank under these terms with the right to endorse all or any of the checks or bills of exchange or other instruments related to payment of money to them or to any of them for depositing in the account. In case the Bank receives any instrument/instruments not endorsed as mentioned above, the account holders delegate the Bank to endorse same and to deposit to the account on their behalf and at their own risk.
6. If the joint account balance became indebted to the benefit of the Bank for any reason, or the Bank approved to overdraft a joint account with the Bank's absolute discretion, the account holders shall be committed, jointly and severally, to pay the balance with the accrued interests, commissions and expenses on the higher limit of the prevailing rates on loans and facilities, and the Bank shall have the right of recourse to all account holders or any of them.

The credit balance available in the account is subject in whole or in part and at any time for withdrawal or transfer or any other disposition by a bill of exchange or any written request document (as applicable) by the authorized signatory of the account holders, without bearing any responsibility or obligation by the Bank towards anyone as a result of the use or disposition of those funds that have been withdrawn or transferred in any manner.
7. Joint account holders shall be bound to notify the Bank in writing in the event of the death or incapacity of one of them and they shall be jointly and severally liable for any transactions that take place after the death or incapacity. The account holders shall be jointly and severally liable towards the Bank for any obligation that may result on the joint account or any of its sub-accounts and the Bank shall have the right to take any legal action against the joint account Holders or any of them.
8. In the event of the death of any of the account holders, the Bank may continue from time to time to work under the powers of attorney and authorizations granted to him under these conditions until receipt of a written notice of the death from and/or on behalf of one of the account holders, and when the Bank receives such written notice, the account balance shall become equally owned by the living partners and the heirs of the deceased partner, unless there is an agreement between the Bank and the account holders on other percentage, where in such case the Bank can dispose of the balance on this basis, and the Bank shall not be held responsible in any way for any withdrawals or transfers or actions of whatever kind that are to be made to the account by the authorized signatory of the account holders between the date of death and the date of the Bank's receipt of the written notice of death.
9. The Bank shall have the right, without the need for serving any warning or notification, to close the joint account which shall be divided into multiple and independent accounts/each in the name of one of the account holders and the balance shall be distributed equally or in the percentage agreed upon by the joint account holders, unless there is agreement to the contrary, in the following cases, and as of the date that the Bank receives a written notice or communication and/or an official document proves the occurrence of any of:
  - The death of one of the account holders.
  - The existence of a dispute between the account holders or some of them. It is assumed that a dispute exist, in case of (objection by any of the account holders to any of the actions of any of the partners or his/her request to stop or freeze the account or to modify its conditions without the consent of the remaining account holders or the placing attachment on the funds of one of the account holders.
  - Bankruptcy of one of the account holders and the freezing of his/her balance.
  - Placing one of the account holders under guardianship or restricting his/her eligibility and freezing his/her account.
10. Account holders agree that the Bank is entitled at any time and at its discretion and without any notice to any of the account holders, to stick to the right of pledging and/or attaching the account balance, and to allocate this balance or any part of it to pay any amounts due or undue to the Bank by the account holders or any of them, and to set-off between the value of the debt and the corresponding value from the account balance.

11. The amendment of the signing powers on the account shall be made by the account holders jointly or by their delegated attorney by a power of attorney or authorization that includes such powers, any other amendments may be accepted from any of the account holders if the account conditions allow them to dispose of the account individually.

**General Terms:**

- The conditions set out above shall apply to all types of accounts that are opened in the name of the Customer at the Bank in addition to the special conditions of each of the accounts type.
  - The Bank reserves, according to its absolute discretion, the right to modify these conditions at any time it deems appropriate after serving a notice to the Customer before a reasonable period of time, and a notice of any amendments will be sent by any appropriate means (subject to circumstances) and such notice sent to the Customer constitutes a notification of the amendments and shall be valid as of the date mentioned there in. Any transaction to be made on the Customer's account or the use of any of the Customer's personal Banking services in connection with the Customer's account after the date on which any amendments to these conditions applies (as specified in the notification of the Bank) shall be deemed an acceptance by you without reservation to those amendments.
  - These conditions shall replace all former copies of the general terms and conditions of Bank accounts with us.
  - Customer's Signature on the personal Banking services application and/or Customer's continuous operating of his/her account and/or his/her continuous usage of any of the Bank's Personal Banking Services after receiving of a copy of these conditions (as amended from time to time) shall constitute acceptance by the Customer to these conditions.
  - The provisions of the laws, regulations and instructions in force at the Hashemite Kingdom of Jordan and their amendments shall apply on all types of accounts that are opened at the Bank in the name of the account holder.
  - In the event of any dispute between the Bank and the account holder, the courts of the city of Amman (Palace of Justice) and/or any other court determined by the Bank shall be competent to hear and to settle such a dispute.
- Customer's acknowledgement on the general and special conditions for the provision of personal Banking services.

**The Customer's acknowledgment regarding the General and Special Conditions for Opening Accounts with the Bank:**

I acknowledge that I have read and understood the General and Special Conditions for Opening Accounts with the Bank "conditions" and I agree to the obligations, liabilities and rights contained in these conditions.

**Customer's Name:** .....

**Customer's Signature:** .....

**Date:** .....