### Customer Details

**Customer Name:**

**Account No.:**

**Base No.:**

**Branch:**

### Overdraft Facility Details

**Amount:**

**Purpose:**

**Purpose Details:**

- Personal Expenses
- Working Capital
- Real Estate
- Loan Repayment
- Other Purpose

**Purpose Details:**

### Leverage Facility Details

**Customer Equity:**

**Processing Fees:**

**Interest Rate:**

### Collateral Details

**Collateral Name:**

**Amount:**

**Collateral Value:**

**Loan to Value Ratio (LTV):**

**OD Value:**

**Current Collateral Value:**

**Loan to New Value Ratio:**

**Revised OD Value:**

### Important Disclosures

**Episode of the mukhtesem and the value:**

If the “margin call” is not met and/or the value of the collateral falls further it leads to a “sell call” situation and requires the bank to liquidate the pledged / lien marked collateral.

Examples of a "margin call" and "sell call" is illustrated for illustration purposes. Please note that the actual "margin call" and "sell call" will depend on market conditions and/or the bank’s judgment.

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**Table:**

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<th>Percentage</th>
<th>Collateral Value</th>
<th>OD Value</th>
<th>Current Collateral Value</th>
<th>New Loan to Value Ratio</th>
<th>Revised OD Value</th>
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</tbody>
</table>
OVERDRAFT FACILITIES AGREEMENT

This agreement is made on this day ……........................................................................................................................................... between:

First: …………….............................................................................. Bank ………............................................................................................ branch,

Second: ……………........................................................................… Passport No …………...............................… ID No …………..............................,

Whereas the Borrower has applied to obtain banking facilities from the Bank, referred to hereinafter as "Facilities"

Whereas the Bank has agreed to provide the Borrower with the requested banking facilities in accordance with the terms and conditions provided for in this Agreement;

The two parties have agreed as follows:

The Details of the Facilities
The maximum limit of the overdraft is AED…………………………........................... The interest rate is ……..............…..........…% per annum

Payment of the Facilities
The Facilities are granted for an unspecified period, however, the Bank shall have the right to nullify the Facilities or reduce the same at any time at its absolute discretion and request the Borrower to fully settle the Facilities and the interests on the date determined by the Bank provided the Borrower has been given thirty day notice for such cancellation or reduction.

Securities
The Facilities has been granted against the following securities.

1     ……………...........................................................................................................................................................................................……………………
2      ……………...........................................................................................................................................................................................……………………
3      ……………...........................................................................................................................................................................................……………………

Article (1) Use of the Facilities
It is not permitted to withdraw any part of the Facilities without completing all the securities and documentation set out in earlier paragraphs.

Article (2) - Interests, Commissions and Fees
1. The interest shall be calculated on the daily balance of the used and unpaid amounts of the Facilities from the date of withdrawal based on actual number of days lapsed and a 365  day year, to be debited to the account at the end of each month.

2. The Bank shall have the right, from time to time, at its own discretion, and in light of the market prevailing interest rates, to amend the interest rate upon notifying the Borrower about the same in writing. The amended interest rate shall be applicable on the facilities after the lapses of sixty days from the date of the notice without the need to obtain the approval of the Borrower.

3. The Bank will charge the commissions, fees, and expenses incurred on the facilities as per the instructions of the Central Bank of the United Arab Emirates as may be amended from time to time.

Article (3) Governing Law
The laws of the United Arab Emirates shall apply to this Agreement and all disputes relating hereto.

CUSTOMER DECLARATION

Customer Name: ________________________________
Signature & Date: ______________________________

OVERDRAFT FACILITIES AGREEMENT

Article (4) Governing Law
The laws of the United Arab Emirates shall apply to this Agreement and all disputes relating hereto.

Customer Name: ________________________________
Signature & Date: ______________________________

Article (5) Governing Law
The laws of the United Arab Emirates shall apply to this Agreement and all disputes relating hereto.

Customer Name: ________________________________
Signature & Date: ______________________________

Article (6) Governing Law
The laws of the United Arab Emirates shall apply to this Agreement and all disputes relating hereto.

Customer Name: ________________________________
Signature & Date: ______________________________

Article (7) Governing Law
The laws of the United Arab Emirates shall apply to this Agreement and all disputes relating hereto.

Customer Name: ________________________________
Signature & Date: ______________________________
Article (3) – Events of Default

The facilities shall be cancelled and become immediately due and payable (in addition to the interests, commissions, and any other fees) without having to give any notification or any court ruling and without prejudice to any other rights of the Bank according to this Agreement or in accordance with the law in the event of occurrence of any of the listed below cases:

1. If the Borrower is terminated for any reason and/or the monthly salary of the Borrower or any part thereof is transferred to another institution without the prior written consent of the Bank if the facilities have been granted against salary assignment.

2. If the Borrower violated any of its undertakings or obligations agreed upon in this Agreement.

3. If, at any time, the information or documents submitted by the Borrower to the Bank are incorrect or any acknowledgment or undertaking submitted by him or procured for in this Agreement are invalid.

4. If the Bank notices that there are grounds which could lead to the invalidity of the Borrower and/or any of his guarantors, as permissible under the Central Bank’s prevailing regulations, to fulfill his obligations towards the Bank.

5. The death of the Borrower or his leaving the country permanently.

Article (4) General Provisions

1. All accounts of any kind or name currently opened or will be opened in the future in whatever currency in the name of the Borrower with the Bank or any of its branches shall be securing each other and the Bank may set off any amounts due to the Bank from the Borrower from any funds pertaining to the Borrower with Bank or any of its branches.

2. If any amount falls due in a non-business day, the payment shall be made on the following business day. The business day means any day in which banks operating in the United Arab Emirates (UAE) are open for dealing.

3. The Bank’s books and records shall be final and conclusive evidence as regards all matters relating to the Borrower’s indebtedness unless proved otherwise according to the applicable laws.

4. Without prejudice to the applicable laws, the non-exercise of the Bank of any of its rights or delay in the exercise shall not detract from it, nor considered as a waiver for realization of the terms and conditions set out in this Agreement.

5. If the Bank does not receive a written objection against the Facilities account statement sent to the Borrower within thirty days from the date of sending the same by regular mail, it shall be considered as an acknowledgment and consent from the Borrower about the validity of the information set out in the statement.

6. The Bank shall have the right to delegate advocates and collection agents (inside the UAE or abroad) to follow up the collection of any amounts due to the Bank from the Borrower. The Borrower authorizes the Bank to provide them with any information or documents relating to the accounts of the Borrower. The advocates and collection agents shall have the right to take any appropriate action on behalf of the Bank for the purpose of carrying out their missions which includes contacting the Borrower.

7. In the event the facilities is granted to more than one borrower, the borrowers shall jointly and severally responsible for the payment of all obligations under the Facilities. The Bank shall have the right, at its absolute discretion, to claim from any of them singly or jointly as it deems appropriate.

8. The Borrower may not assign or transfer to third parties any of his rights or obligations under this Agreement without obtaining the prior written consent of the Bank. The Borrower agrees that the Bank shall have the right to assign or transfer any of its rights under this Agreement in addition to mortgage, guarantees, or any other securities to any authority without having to obtain the Borrower consent on such assignment or transfer.

9. This Agreement is made in two original sets both Arabic and English and in the event of any contradiction between the two texts, the text written in Arabic language shall prevail. Each party will retain the original set after its execution.

Article (5) Life insurance

The Borrower agrees that the Bank may obtain, but not be obligated to do so, a life insurance policy and disability insurance. The proceeds of such policy shall be used only to settle the Facilities and the remaining facilities, if any, in addition to the interests and any other amounts due shall be paid by the Borrower or his heir, as the case may be. The Borrower undertakes to pay the insurance premium monthly unless he wishes to pay the insurance expenses fully in advance provided the insurance policy has been taken with his consent.

Article (6) Applicable law and competent courts

This Agreement is subject to and shall be construed pursuant to the applicable laws of the United Arab Emirates and the applicable law of the Emirate in which the loan account is opened as the case may be. In the event of any dispute arising in relation to this Agreement, the courts of the Emirate in which the loan account is opened shall have jurisdiction provided that the Bank may, if it deems appropriate, bring proceedings in any other jurisdiction, inside or outside the United Arab Emirates.

Article (7) Notices and Correspondences

All notices and correspondences between the parties to this Agreement shall be made valid and binding when in writing and addressed to the addresses mentioned at the beginning of this Agreement and by registered mail or hand delivery with acknowledgment of receipt except any of the two parties notify the other party in writing about the change of address.

Article (8) Authority and validity of the Agreement

This Agreement shall be valid, executed with all its terms and conditions, and binding among the parties and their successors from date of signing and remain valid till the payment of all the Borrower liabilities towards the Bank.

SUPPLEMENTAL TERMS AND CONDITIONS

In addition to the Initial Terms and Conditions and the Samba General Terms and Conditions and Brochure Agreement, the Borrower and the Bank have agreed that the following supplemental terms and conditions shall apply to this Agreement (the "Supplemental Terms and Conditions"). In the event of any conflict between the Initial Terms and Conditions and the Supplemental Terms and Conditions, the Initial Terms and Conditions shall prevail.

1. DEFINITIONS

*Calibrr* means the Borrower’s assets listed above under the section titled "the Recourse" and any additional cash in bank accounts, deposits, mutual funds, fixed income receivables, market linked investment products, private pension products and any other product, as the case may be, which the Borrower provides to the Bank as collateral from time to time and which is acceptable to the Bank (in its absolute discretion) as collateral and against which the Bank is willing to make Facilities available.

*TVF Rate* means the ratio of the total amount of the available Facilities to the value of the Collateral at time to time.

*Outstanding liabilities* has the meaning given to it in Article 3 of the Supplemental Terms and Conditions.

2. USE OF THE FACILITIES / FACILITIES AMOUNT

The maximum amount of the Facilities may not exceed the lesser of:

(i) The Assigned Limit; and

(ii) The Recourse.

Shurooq and the Acrobat Corporation

Shurooq and the Acrobat Corporation are pleased to inform the public that they have entered into an agreement with Samba for the purpose of providing all necessary facilities related to the project. This agreement is in line with the policies and procedures of the parties concerned. The parties have agreed to work together to ensure the successful implementation of the project. The agreement is subject to the supervision and guidance of the concerned authorities. The parties are committed to ensuring that the project is carried out in a transparent and accountable manner. The agreement is also subject to the provisions of the relevant laws and regulations. The parties are committed to ensuring that the project is carried out in a manner that benefits all stakeholders. The agreement is subject to the supervision and guidance of the concerned authorities. The parties are committed to ensuring that the project is carried out in a manner that benefits all stakeholders.
3. DEPARTMENT OF OUTSTANDING LIABILITIES

3.1 The Borrower shall repay the Facilities in accordance with the provisions specified in the section titled "Payment of the Facilities" above along with any accrued interest, costs, charges, and other expenses relating thereto (the "Outstanding Liabilities") within thirty days after the Bank provides a notice to the Borrower requiring repayment thereof.

3.2 The Borrower confirms and agrees that the Bank shall have the absolute right to, from time to time, re-decide the applicable rate of interest for the Facilities as it deems expedient.

3.3 The interest calculated in accordance with Article 3.2 of the term limits and conditions above shall be added to the outstanding balance (including the outstanding interest, interest already accrued, costs, expenses and charges) of the Facilities

4. COLLATERAL

4.1 The Bank shall have absolute right over the Collateral. The Borrower shall not change any term of the Collateral or reverse or dispose of the whole or part of the Collateral or create or permit to sub disappear any security over any Collateral for so long as the Facilities exist.

4.2 All income earned on the Collateral shall be credited to the account under which the Collateral is held and shall be pledged to the Bank as a continuing security for the payment and discharge by the Borrower to the Bank of the Outstanding Liabilities.

4.3 The Borrower shall promptly do all such acts as exercise all such duties and the Bank may specify in such form as the Bank may require in favour of the Bank to create, perfect or maintain any security conveyed or intended to be conveyed to the Bank pursuant to this Agreement.

5. CONDITIONS

5.1 The Borrower shall not close any of its accounts which have been pledged as part of the Collateral until the Outstanding Liabilities are fully paid and the Borrower to the Bank.

5.2 In case there is a decrease in the value of Collateral, non-payment of interest or other charges or increase in the Outstanding Liabilities amount and the LTV Ratio becomes greater than the Target LTV Ratio, the Borrower shall provide additional Collaterals under the same circumstances as provided under the facilities with the prescribed terms and conditions. As such, after the execution of the outstanding additional Collaterals under the repayment at the Facilities, the LTV Ratio shall be less than or equal to the Target LTV Ratio (Margin Cap).

5.3 The Borrower shall comply with all the rules and regulations, any amended or re-issued from time to time, governing the operation of the accounts, the forms of the overdraft facilities, and any other products.

6. REPRESENTATIONS

6.1 The Borrower shall indemnify the Bank for any and all claims, liabilities, costs, fees, charges, losses and expenses arising out of or in relation to this Agreement, the Facilities and the Collateral, including the issue that the Bank may incur after the liquidation of the Collateral due to fluctuations in the value of the Collateral, foreign currency movements and sudden popularity changes of the Collateral. The Borrower agrees and acknowledges that the indemnification described herein must cause the Borrower to rescind losses greater than the original value of the Collateral.

6.2 Notwithstanding anything contained in this Agreement, the Bank shall have no lien on any assets at the Borrower on the Bank’s control and shall have the right to combine any of the Borrower’s accounts for the recovery of the Outstanding Liabilities.

7. EVENTS OF DEFAULT

7.1 In addition to the rights set out in Article 3 of the initial terms and conditions above, the Bank shall have the right to (i) cancel the facilities, wherever they shall be immediately cancelable, (ii) declare that all or part of the Outstanding Liabilities, the Intangible Liabilities and any property or things whereupon the Outstanding Liabilities may be realized immediately and payable, (iii) liquidate any Collateral the Bank has provided to the Borrower and the Bank’s debts, charges, costs, expenses, losses, and damages and other costs incurred with the Borrower without notice to the Borrower, in case any of the events or circumstances specified above in this Clause occurs.

7.2 The Borrower does not pay the due or any unpaid payments pursuant to this Agreement at the place and in the currency in which it is expressed to be payable.

7.3 Any representation or statement made or deemed to be made by the Borrower in relation to this Agreement and in relation to the opening and operating its accounts with the Bank or any other document delivered or on behalf of the Borrower under any connection with this Agreement is not proven to have been made or misstated in any respect when made or deemed to be made.

7.4 There is permanent suspension of the Borrower’s commercial business or loss of the Borrower’s legal capacity or legal status.

7.5 The Borrower becomes insolvent.

7.6 becomes bankrupt.

7.7 is capable or unable to pay its debts as they fall due;

7.8 suspends making payments on any of its debts;

7.9 is incurred bankrupt or is the object of a reorganization or a restructuring of any of its indebtedness.

7.10 The Borrower fails to meet a Margin Call, as defined in Article 4.2 above, and the value of the collateral falls further leading to a "call" situation, as illustrated in the section titled "Important Decisions" in the overdraft leverage application form.

7.11 Any of the Collateral is subject to attachment, seizure or lien or by a third party.

7.12 It becomes unlawful for the Borrower to comply with any of its obligations under this Agreement or the security over the Collateral ceases to be effective.

7.13 Any obligations of the Borrower under this Agreement cease to be legal, valid and binding.

7.14 This Agreement ceases to be full in force and effect.

7.15 The Borrower rescinds or proposes to rescind the agreement to rescind this Agreement.

Bank Signature

Date: ____________________________

(Borrower Signature)

Date: ____________________________

August 2020

Samba Financial Group, P.O Box 6038, Dubai, United Arab Emirates. Tel: +971 4 709 1111, Fax: +971 4 709 1122, www.samba.ae. Foreign Branches of Samba Financial Group Saudi Arabia in UAE are under the supervision and oversight of the Central Bank of UAE.

سمايب العالمية، P.O Box 6038، دبي، الإمارات العربية المتحدة. تلف号码: +971 4 709 1111، فاكس: +971 4 709 1122، www.samba.ae. فروع سامبا المالية في السعودية في الإمارات العربية المتحدة تحت إشراف ومراقبة البنك المركزي العربي السعودي.

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