

**DATED**

**MASHREQBANK PSC**

as Bank

and

as Customer

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**MASTER AGREEMENT FOR GLOBAL  
TRANSACTION BANKING WITH  
CORPORATE CUSTOMERS**

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**THIS AGREEMENT** is made on

**BETWEEN**

(1) MASHREQBANK PSC, a public shareholding company incorporated under the laws of United Arab Emirates with its address at P.O. Box 1250, Dubai, United Arab Emirates (the **Bank**); and

(2)

a company duly incorporated under the laws of

with company registration number

and with its address at

(the Customer) on behalf of itself and its Affiliates.

**IT IS AGREED** as follows:

**1. INTRODUCTION**

1.1 By entry into this Master Agreement, the Bank offers to the Customer certain trade finance and cash management services under its Global Transaction Banking service.

1.2 Capitalised terms referred to in this Master Agreement but not defined in this Master Agreement shall have the same meanings as given to them in the general terms and conditions for Global Transaction Banking (the **GTCs**), unless otherwise specified.

1.3 This Master Agreement incorporates:

- (a) the terms set out in the Bank's GTCs, including its schedules as may be amended by the Bank from time to time;
- (b) the pricing and other terms set out in the Offer Document as may be amended by the Bank from time to time;
- (c) one or more Product Schedules as entered into by the Bank and the Customer from time to time pursuant to this Master Agreement;
- (d) one or more Country Schedules as entered into by the Bank and the Customer from time to time pursuant to this Master Agreement; and
- (e) the Channels Documentation as may be amended by the Bank from time to time,

(the Master Agreement and the above documents shall be collectively termed the **Agreement**).

1.4 The Parties enter into an agreement for each Service in reliance upon the fact that the Agreement documents detailed in Clause 1.3 form a single agreement between the Parties and that the Parties would not otherwise be entering into an agreement for the Service.

1.5 The Bank and the Customer shall be deemed to have entered into an agreement for the Service(s) upon due execution of the documents detailed in Clause 1.3(a)(c), whereupon they shall be legally bound by the terms therein.

1.6 The Parties acknowledge and agree that by signing this Master Agreement they are agreeing to the GTC's and its Schedule 1 ("Corporate Online Banking Services Terms and Conditions")

1.7 This Master Agreement may be executed in counterparts, each of which when executed and delivered shall constitute an original Master Agreement.

- 1.8 For the purposes of clause 17 (Notices) of the General Terms and Conditions, notices or communications to the Parties shall be given at the following addresses:

(a) To: Customer

Attention :

Address :

Email :

(b) To: The Bank: Mashreqbank PSC

Attention :

Address : Mashreqbank Global HQ, Umniyati Street, Dubai, United Arab Emirates

Email :

2. **APPLICABLE LAW AND JURISDICTION**

- 2.1 Any disputes or claims arising out of or in connection with this Master Agreement and the other documents constituting the Agreement or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with the laws of the UAE as applicable in the Emirate of Dubai.
- 2.2 The Parties irrevocably agree that for the benefit of the Bank the courts of Dubai have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims) and that the Customer shall not seek to initiate legal proceedings in the courts of any other jurisdiction.
- 2.3 Nothing in Clause 2.2, shall limit the right of the Bank to initiate legal proceedings in any other courts in any other competent jurisdiction.
- 2.4 The taking of proceedings in any one or more jurisdictions by the Bank in accordance with Clause 2.3 shall not preclude the taking of proceedings by the Bank in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

3. **ONBOARDING DOCUMENTS**

- 3.1 The Customer undertakes to satisfy the onboard requirements as set out in **Schedule 1** of this Master Agreement (the Onboarding Requirements) and understands that any agreement between the Bank and the Customer under or in connection with the Master Agreement shall not be deemed as valid, and the Bank shall not provide any of the Services, until the Bank has confirmed to the Customer that all of the Onboarding Requirements in **Schedule 1** have been completed to the Bank's satisfaction.

**Executed by the Customer:**

SIGNED for and behalf of

Date

a company incorporated in

(a) Signature of Authorised Signatory

acting by (a)

(b) Signature of Authorised Signatory

and (b)

who in accordance with the laws of that  
territory [is/are] acting under the authority of  
that company

**Executed by the Bank:**

SIGNED for and behalf of

Date

a company incorporated in

(a) Signature of Authorised Signatory

**Dubai**

acting by (a)

(b) Signature of Authorised Signatory

and (b)

who in accordance with the laws of that  
territory [is/are] acting under the authority of  
that company

## SCHEDULE 1 ONBOARDING REQUIREMENTS

### 1. Corporate Documents

The Customer shall provide:

- (a) If required, a copy or copies, certified by the chairman or secretary of the relevant meeting, of a resolution of the board of directors or general meeting of the Customer and in form and substance satisfactory to the Bank:
  - (i) approving the terms of, and the transactions contemplated by, the Schedules to which it is a party and approving the execution, delivery and performance of the transaction documents to which it is a party;
  - (ii) authorising a specified person or persons to execute the Schedules to which it is a party on its behalf; and
  - (iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all other documents and notices to be signed and/or despatched by it under or in connection with the Schedules to which it is a party; and
- (b) a copy of Customer's up-to-date constitutional documents, including the Customer's certificate of incorporation, memorandum of association and articles of association (or equivalent).

### 2. [ANY OTHER ONBOARDING REQUIREMENTS REQUIRED ]

SCHEDULE 2

AFFILIATES

1. The Customer enters into the Agreement on behalf of the Customer and its Affiliates, as listed below, and as may be amended from time to time:

Customer Affiliate	Address	Authorised Signatory
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