

**mashreqMATRIX Internet Banking Services Agreement**

This mashreqMATRIX Internet Banking Services Agreement (the "**Agreement**") is made and entered into between:

**Mashreqbank psc**, P.O. Box 173, Doha, Qatar. (hereinafter the "**Bank**")

and

The Customer: \_\_\_\_\_

having its address at: \_\_\_\_\_

(hereinafter the "**Customer**")

**WHEREAS** the Customer has requested the Bank to provide certain internet banking services and the Bank has agreed to provide such services to the Customer.

**NOW, THEREFORE, THIS AGREEMENT WITNESSES AS FOLLOWS:**

**1. Definitions**

Where the context so permits, the following expressions mean:

<b>Accounts</b>	mean all present and future account or accounts of the Customer with the Bank in relation to which the Customer is availing the Services, including Virtual Accounts in the event that the Customer has opted for Virtual Account Service.
<b>Account Deletion Form</b>	means the form that the Customer is required to execute and submit to the Bank specifying the details of any existing Accounts to be deleted from mashreqMATRIX.
<b>Administrator</b>	means the person or persons authorised by the Customer to modify the Entitled Rights, to block access to the Services to a User and to perform such other customary administrative actions as required from time to time.
<b>Authoriser</b>	means the duly authorised signatory of the Customer who is entitled to authorise online transactions via mashreqMATRIX, in line with the Entitled Rights, on behalf of the Customer.
<b>Business Day</b>	means a day on which the Bank is open for business in Qatar.
<b>Checker</b>	means the person or persons appointed by the Customer to vet and authorize the transactions, prior to authorization by the Authorisers.
<b>Customer Fees</b>	mean the fees charged by the Bank for providing the Services to the Customer, details of which are specified in the Pricing Letter or in the commercial proposal provided by the Bank to the Customer.
<b>Enquiry User</b>	means the person or persons appointed by the Customer to perform various Non-Financial Services pursuant to this Agreement and having viewing rights and access to various Accounts and reports available through mashreqMATRIX in line with the Entitled Rights.
<b>Entitled Rights</b>	means the specific profile created by the Bank, based on the Customer's instructions as given in the relevant Forms, defining the operational parameters within which any User can operate. In case of Users created by the Administrator (Enquiry User or Initiator), the Entitled Rights are defined by the Administrator.
<b>Electronic Signature Card</b>	means the electronic device given to the User by the Bank to generate a digital signature to be used to access mashreqMATRIX and/or for approving online transactions initiated via mashreqMATRIX.
<b>Financial Services</b>	has its meaning ascribed to it in clause 2.2.1 of this Agreement.
<b>Financial User</b>	means the person or persons appointed by the Customer to participate in online transactions via mashreqMATRIX, in line with the Entitled Rights and includes any Authoriser, Checker and/or the Initiator.
<b>Host to Host Integration</b>	means the automated two-way data transfer channel for the provision of high volume Services and provides secure host to host integration between the Customer's Systems infrastructure with that of the Bank.
<b>Host to Host Supplement</b>	means the terms and conditions which the Bank may implement from time to time and which shall apply to the Customer availing of the Services through Host to Host Integration.
<b>Forms</b>	mean Account Deletion Form, International Delivery Indemnity, mashreqMATRIX Profile Form, Password Reset Form, Re-synchronisation Form, Services Level Start-Up Form, Re-issuance Form, User Deletion Form, and Form for Delivery. 'Form' means any one of them.
<b>Form for Delivery</b>	means the form which the Customer is required to execute and submit to the Bank pursuant which the Bank shall deliver Electronic Signature Card, the Login ID or Password to an authorised person other than the User.
<b>Initiator</b>	means the person or persons appointed by the Customer to initiate transactions, in line with the Entitled Rights.

<b>Instructions</b>	mean the instructions given by any User under the Services, including instructions given for a non-Host to Host Integration well as Host to Host Integration provided it is specifically mentioned in the Host to Host Supplement.
<b>International Delivery Indemnity</b>	means the form that the Customer is required to execute and submit to the Bank pursuant to which the Bank shall send the Electronic Signature Card, the Login ID and Password and/or pin mailer through courier to the Customer and/or a User and the Customer shall agree to provide indemnity for such courier.
<b>Law</b>	means the applicable laws of Qatar as amended from time to time and includes any rules and, regulations, policies, executive decisions issued by Qatar Central Bank or any other applicable regulatory or judicial body.
<b>Login ID</b>	means a User's profile name registered with the Bank for using mashreqMATRIX.
<b>mashreqMATRIX</b>	means the brand name of the Bank's corporate e-delivery channel for the Services
<b>mashreqMATRIX Profile Form</b>	means the form titled as the 'Service Level Start-up Form', that the Customer with the Bank is required to execute and submit to the Bank specifying the details of any new User to whom access to mashreqMATRIX is to be granted, or to modify any existing profile details or to add any new Account(s) or products to mashreqMATRIX.
<b>mashreqMATRIX Addendums</b>	means, where applicable, the addendums entered into by group companies and sister concerns of the Customer agreeing to be bound by the same terms and conditions as agreed under this Agreement.
<b>New User</b>	means a user who has been appointed as a User pursuant to execution of the User Profile Maintenance Form.
<b>Non- Financial Services</b>	has its meaning ascribed to it in clause 2.2.2 of this Agreement.
<b>Non-financial User</b>	means the person or persons appointed by the Customer who are not entitled (non-signatories) to authorize financial transactions and includes an Enquiry User and an Administrator.
<b>Pricing Letter</b>	means the pricing letter setting out the fees and other pricing terms relating to the provision of Services.
<b>Password</b>	means any confidential password, phrase, code or number, memorable data, or any other identification of any kind either issued by the Bank to the Customer or adopted by the Customer and which may be used either alone or with any username to access or facilitate access to mashreqMATRIX, the Bank's website and the Services or to activate the Electronic Signature Card and /or the Soft Token or to approve/effect the Instructions.
<b>Password Reset Form</b>	means the form that the Customer is required to execute and submit to the Bank requesting that the password for logging on to mashreqMATRIX is reset.
<b>Re-issuance Form</b>	means the form that the Customer is required to execute and submit to the Bank pursuant to which the Bank shall re-issue a new Electronic Signature Card and / or Soft Token, as the case may be.
<b>Representatives</b>	means the Bank, its affiliates and any branches located in different places, its and their employees, agents, services providers, officers, directors, professional advisors, insurers and other representatives.
<b>Re-synchronisation Form</b>	means the form that the Customer is required to execute and submit to the Bank requesting that the Electronic Signature Card is reset.
<b>Services</b>	means the Financial and Non-Financial Services provided to the Customer with respect to the Accounts through mashreqMATRIX pursuant to this Agreement and the Supplementary Terms and Conditions.
<b>Services Level Start-Up Form</b>	means the form (format of which is attached hereto as Schedule 1) which contains the service-level requirements of the Customer, specifying the details and the Entitled Rights of each User.
<b>Supplementary Terms and Conditions</b>	means the terms and conditions applicable to various additional services that may be provided by the Bank to Customer via mashreqMATRIX, including the Host to Host Supplement and the Virtual Account Supplement, which shall be treated to be a part of this Agreement.
<b>Systems</b>	has the meaning assigned to it in clause 8.1.
<b>Soft Token</b>	means the online application which a User downloads on to its electronic device by following Bank's instructions to generate a digital signature to be used to access to mashreqMATRIX and/or for approving online transactions initiated via mashreqMATRIX.
<b>Users</b>	mean any Financial User and Non-Financial User including a New User and 'User' means any of the above.
<b>User Deletion Form</b>	means the form that the Customer is required to execute and submit to the Bank requesting the deletion of a particular User from mashreqMATRIX.
<b>User Profile Maintenance Form</b>	means the form that the Customer is required to execute and submit to the Bank requesting for addition of a New User or adding a new Service.
<b>Virtual Accounts</b>	means specific unique virtual accounts opened for & owned by the Customer with the Bank for identifying their individual buyers / payers and will have Customer and payer information and which are linked to the main account of the Customer with the Bank. Customer information is used to identify the physical account number which can be used for actual accounting purpose whereas the payer information is used for the receivables management and to facilitate reconciliation and match off with outstanding invoices.
<b>Virtual Account Services</b>	means the service of opening multiple virtual accounts for the Customer by the Bank for individual customers/buyers of the Customer.
<b>Virtual Account Supplement</b>	means the terms and conditions which the Bank may implement from time to time and which shall apply to the Customer availing of the Virtual Account Services

**VAT** means any value added tax, consumption tax and any other tax of a similar nature.

## 2. Access and Use of the Services

- 2.1 The Bank has agreed to provide to the Customer the use of the Services and access to mashreqMATRIX in accordance with the terms and conditions of this Agreement, the Bank's internal policies and in accordance with the Law.
- 2.2 The Services provided by the Bank under this Agreement shall consist of:
- 2.2.1 Financial Services: services which include Instructions given via mashreqMATRIX or changes advised which, if accepted by the Bank, have or may have an impact on the operation and/or balances of the Accounts; and/or
- 2.2.2 Non-Financial Services: services which include making enquiries, initiating requests to download statements and other activities.
- 2.3 Access to and continued use of the Services shall be granted:
- 2.3.1 only through the Bank's website,
- 2.3.2 shall be permitted after completion of all relevant Forms, to each Account of the Customer that is specified in the Service Level Start-Up Form, including its Virtual Accounts (if applicable) and/or in the mashreqMATRIX Profile Form; and
- 2.3.3 upon compliance, to the satisfaction of the Bank, of all processes and procedures including any security procedures by the Customer and the Users as may be specified by the Bank from time to time.
- 2.4 The Bank may offer the Services through various channels including but not limited to the Host to Host Integration. A Customer opting for Host to Host Integration shall make the selection in the Service Level Start-Up Form and shall be subject to the Host to Host Supplement.
- 2.5 Service Level Start-Up Form:
- 2.5.1 The Customer is required to complete and submit the Service Level Start-Up Form simultaneously with the execution of this Agreement specifying the service level requirements of the Customer with respect to the Service.
- 2.5.2 The Customer hereby authorises the Bank to set up mashreqMATRIX for it relying on the information specified in the Service Level Start-Up Form submitted to the Bank.
- 2.5.3 Unless this Agreement expressly provides for the submission of a different Form, each time there is a change with respect to any information specified in the Service Level Start-Up Form or any other Form or in any service level requirement of the Customer, the Customer shall, immediately, submit the relevant Form duly completed and executed specifying the new service level requirements or the new information of the Customer. Each such completed Form shall be submitted to the Bank as per the details given in clause 15.5 (Notices).
- 2.5.4 Any change to mashreqMATRIX pursuant to a newly submitted Form shall be effected by the Bank within a reasonable time frame of receipt of such form and any pending transactions initiated prior to the submission of the new Form shall be completed as per the then existing service levels.
- 2.5.5 It is the responsibility of the Customer to ensure that the information and/or service level requirements relating to mashreqMATRIX is updated at all times and the Bank shall not be liable for any loss or damage that may arise as a result of the Customer's delay or failure to comply with its undertaking hereunder. The Bank shall continue to act as per the information specified in the relevant Form last provided by the Customer with respect to such information contained therein.
- 2.6 The Bank may, at any time, refuse access to or use of the Services or any part thereof or to the various channels used by the Bank for providing the Services including Host to Host Integration for any period of time and may choose to withdraw, suspend or restrict the Services. Provision of Services may also be interrupted on account of planned maintenance of the Bank's software or hardware systems or for reasons beyond the control of the Bank and the Bank shall provide the Customer, to the extent technically practical, advance notice, either by publication on mashreqMATRIX or through alternate means of communication, of such withdrawal, suspension, restriction or interruption.
- 2.7 Bank shall use reasonable endeavors to mitigate the periods of such interruptions and the recovery time objective has been defined by it internally.

## 3. Electronic Signature Card and Password

- 3.1 Pursuant to the execution of this Agreement and all relevant Forms, each User shall be provided with a separate Login ID, Password, Electronic Signature Card and/or Soft Token in order to access and use the Services. The Customer may reset the Password for accessing mashreqMATRIX by using the Password Reset Form. The Customer may use the Re-synchronisation Form in order to re-set the Password for the Electronic Signature Card or for the Soft Token. The Customer may use the Reissuance Form for the issuance of a new Electronic Signature Card or a new Soft Token.
- 3.2 The Bank hereby grants the Customer and each User a non-exclusive, non-transferable license to use the Electronic Signature Card and/or Soft Token. Title to and rights in the Electronic Signature Card and/or Soft Token belongs to the Bank and, except for the specific rights granted to the Customer and each User by this license, neither the Customer nor any User will acquire any rights whatsoever to the Electronic Signature Card and /or Soft Token which will remain the property of the Bank.
- 3.3 The Customer is required to notify the Bank immediately if the Electronic Signature Card and/or Soft Token are lost, damaged or fails to function correctly and while the Bank shall, within a reasonable timeframe, provide the Customer with a replacement in accordance with the terms of this Agreement.
- 3.4 The one-time Password to use the Electronic Signature Card and/or Soft Token shall be generated by accessing mashreqMATRIX using the Login ID and Password issued to the User.
- 3.5 The Parties also understand that the availability of Soft Token is dependent on the device used by the User to access the Soft Token, the telecommunications service provider used by the User and any other service provider used by the Bank to provide the Services. The Bank shall not be liable to the Customer, any User or any third party for failure to use the Soft Token as a result of a failure, of the User's device or to meet the specifications required for Soft token or inability of the User to access Soft Token through any particular network provided by a service provider.

- 3.6. The Customer agrees to comply with the below procedure in order to receive the Electronic Signature Card, Soft Token, and/or the pin mailers containing the Login ID and the Password:
- 3.6.1 The Bank shall send the Electronic Signature Card and/or the pin-mailer containing Login ID and the Password by courier to the User's address as specified in this Agreement or in the Service Level Startup Form, User Profile Maintenance Form or otherwise provided to the Bank by the Customer in writing. The Customer hereby authorises the Bank to send the Electronic Signature Card and/ or the pin mailer containing the Login ID and the Password, to the registered address of the User. The Bank has explained the risks and consequence of sending the Electronic Signature Card and /or the pin mailers containing the Login Id and the Password via courier and having fully understood the risks and consequences of the same, the Customer hereby authorises and instructs the Bank, to dispatch by courier, at its sole risk and liability, the Electronic Signature Card and /or the pin mailer containing the Login Id and the Password, to the address of the User as registered with the Bank. The Customer hereby undertakes to the Bank that it shall (and shall procure that each User shall) take all necessary steps and measures to ensure that the courier is received only by the relevant User. To the extent the Electronic Signature Card and/or the pin-mailer containing the Login ID and the Password are to be sent to a person other than the relevant User as per the direction of that User, the Customer would additionally have to submit, the Form for Delivery.
- 3.6.2 If the Customer opts for Soft Token, the Bank shall send the link to the registered email of the relevant User, as specified in the Service Level Start-up Form or in the User Profile Maintenance Form or in the mashreqMATRIX specimen signature card or as communicated to the Bank from time to time, which such User shall use to download and activate the Soft Token on to his electronic device using a secure internet connection.
- 3.6.3 The Customer undertakes that it shall take all necessary steps and measures to ensure that the Electronic Signature Card, Soft Token and/or the pin mailer are received by the relevant User or a duly authorised representative of the relevant User and the Bank shall not be responsible to monitor if the Electronic Signature Card and/or the Soft Token and/or the pin mailer containing the Login ID and the Password has been duly delivered. The responsibility of the Bank shall be complete upon dispatch of the Electronic Signature Card, and/or the pin mailer to the concerned person. The Bank shall not be liable in any manner whatsoever for any loss or damage to, or delay in delivery of, the Electronic Signature Card/ or pin mailer or the Login ID or the Password after it has been dispatched to the Customer in the manner specified herein. However, for UAE based Users, the mashreqMATRIX profile remains blocked and is only activated upon the User receiving its Login ID and password and validating it with its signature through the Electronic Signature Card.
- 3.6.4 Upon a User based out of UAE, receiving the Electronic Signature Card and /or Soft Token and/or the pin mailer containing the Login ID and the Password, such User shall send an email to the Bank, confirming receipt of the Electronic Signature Card, Soft Token and/or the pin-mailer, from the email id registered with the Bank. Upon receipt of confirmation from the registered email id of a User based out of UAE, the Bank shall activate mashreqMATRIX profile for that particular User.
- 3.6.5 The Customer shall (and shall confirm that any User shall) take reasonable care of the Electronic Signature Card, Login ID and the Password so that it is not stolen, lost, damaged or faulty. The Customer shall be responsible for informing the Bank regarding any tampering with Electronic Signature Card, Login ID and Password and shall indemnify the Bank against any cost, expenses or losses suffered by the Bank due to such tampering. The procedure for Login ID/ Password reset or replacing the Electronic Signature Card and/or Soft Token is available on the Bank's website.
- 3.7. The Customer releases, waives, relinquishes the Bank from any liability or responsibility for any loss or damages that the Customer may suffer as a result of the Bank acting pursuant to this clause 3.
- 3.8. In connection with the Bank activating mashreqMATRIX for the Customer relying on the confirmation email from the Customer in accordance to clause 3.6 above, the Customer hereby:
- 3.8.1 authorises the Bank to rely upon, accept and act on the email confirmation received from the registered email address of the Customer/User, notwithstanding any error or misunderstanding or lack of clarity in the terms of such communication and without inquiry on the Bank's part as to the authority or identity of the person and regardless of the circumstances prevailing at the time of transmission of such email communication,
- 3.8.2 represents that no person shall have access to the Customer's Systems or the User, as the case may be other than the Customer's authorized signatories or the User, as the case may be and the Customer shall take all necessary care to enforce this undertaking and shall be responsible and liable for any misuse of the Customer's Systems or any computer systems by unauthorized persons. Without prejudice to the preceding sentence, it is understood that once an email instruction is received by the Bank from the registered email addresses of the Customer/User it shall assume that it is sent by the Customer/User.
- 3.8.3 If for any reason, an email instruction has been sent as a result of a misuse of the Customer's Systems/ User's computer systems or otherwise has been sent by an unauthorized person or subsequently it transpires that the email confirmation was not sent by the Customer/ User, then the Bank will not be responsible for acting on the basis of, or relying on, such an email and the Customer shall be responsible and liable for any losses or damages arising out of or in connection thereto,
- 3.8.4 the Bank will not be held liable for any irregularity, delay, mistake or omission which may occur in the transmission of an email instruction for activation of the profile of the User,
- 3.8.5 the Bank is hereby irrevocably authorized to rely on the email instruction which the Bank reasonably believes to be genuine, true and accurate and the Bank shall bear no liability for acting upon the same and the Bank is entitled to treat such email instruction as fully authorized and binding on the Customer and the Bank is entitled (but not bound) to take such steps in connection with or in reliance upon such communication as the Bank may in its sole and absolute discretion deem appropriate,
- 3.8.6 If for any reason, the Bank is held responsible or found responsible/liable, for acting under the email instruction from the Customer/ User, by any third party, the Customer agrees and undertakes to protect, defend, hold harmless, indemnify and keep the Bank and/ or its Representatives fully indemnified from and against any and all claims, losses, damages, liabilities, obligations, demands, penalties, actions, causes of action, proceedings, judgment suits, cost and expenses of any kind and nature whatsoever and howsoever arising which are imposed or that maybe imposed, incurred, asserted or suffered as a result of or arising directly or indirectly out of the Bank's relying upon and acting in compliance with the Customer's/ User's email instruction,
- 3.8.7 In addition to the above, the Customer agrees to irrevocably waive, release, discharge, and relinquish the Bank from any and all claims, obligations, rights, whatsoever and howsoever arising that the Customer may have against the Bank in relation to any such email instruction.
- 3.9. The Customer is solely responsible for ensuring that its Systems which any authorised representative/ User accesses and uses for the Services is suitable for such use and is functioning properly. The Bank accepts no liability if the Customer suffers any loss or damage because an item of the Customer's System/ User's equipment or the software is unsuitable for the Services, not updated or not functioning properly.

#### 4. Instructions given under mashreqMATRIX

- 4.1 The Customer irrevocably authorizes the Bank to accept and act upon the Instructions given by any User with respect to the relevant Services in relation to any of the Accounts.

- 4.2 The Bank's obligation to act upon the Instructions shall arise:
- 4.2.1 provided that the Customer provides the Bank with all requisite information required to initiate and complete the Instructions;
  - 4.2.2 upon the Customer and the User complying with the terms of this Agreement, the relevant Supplementary Terms and Conditions (if applicable) and any other instruction of the Bank.
- 4.3 The Customer undertakes on its behalf and on behalf of each User to be bound by, and comply with, the instructions given by the Bank regarding security procedures and other compliance procedures with regard to the Services.
- 4.4 The Customer may at any time restrict and/or cancel access to or use of the Services by any User in whichever manner it deems necessary, and shall inform the Bank, in the manner specified in this Agreement, of such restriction and/or cancellation as soon as practically possible and shall obtain the Bank's acknowledgement of receipt of such information. In the event the Customer wishes to add a New User, the Customer shall submit the request by issuing a duly executed User Profile Maintenance Form. If the Customer wishes to remove a User from using mashreqMATRIX, the Customer shall submit the User Deletion Form.
- 4.5 The Customer shall solely be responsible and liable for all actions taken or purportedly taken by it or by any User under this Agreement.
- 4.6 The Customer is responsible for the accuracy and completeness of the Instructions and for ensuring that such Instructions will achieve its intended purpose. The Bank is not liable for any loss or delay where the contents of an Instruction are inaccurate, incomplete or unclear.
- 4.7 If the Customer requests the Bank to cancel or modify any Instruction, the Bank will make all reasonable efforts to comply with the request. However, the Bank shall not be liable for any failure to cancel or modify an Instruction if such a request is received at a time or under circumstances that renders the Bank unable to comply with the Customer's request. Any cancellation/modification may be done post the transaction has been completed by the Bank sending a cancellation and/or amendment message to the beneficiary bank who has received the payment on the basis of the Instruction.
- 4.8 The Bank may keep records of electronic or other written Instructions received in respect of the Services for as long as the Bank considers appropriate.
- 4.9 The Bank's books and records shall be final and conclusive evidence of the correctness of any transaction or the details of, or in any, Account.

## 5. Security

- 5.1 The Customer undertakes that is shall, and shall procure that each User shall:
- 5.1.1 treat the Entitled Rights, documentation or any other information related to the Services, and/or security procedures that the Bank may choose to adopt, as strictly confidential and agrees to be liable for any breach by any User of the provisions of this clause,
  - 5.1.2 immediately inform the Bank in writing and obtain the Bank's acknowledgement of receipt hereof, if the Customer and/or any User knows or suspects that someone else has gained access to the Bank's website, its Systems or mashreqMATRIX or has knowledge of the Login ID, Password, Entitled Rights, documentation or other information related to the Services, and/or any other security procedure that the Bank may choose to adopt, failing which the Bank shall continue to provide the Services and treat any user of the Services as an User under this Agreement,
  - 5.1.3 limit access to the Services and to its Systems to properly authorized persons through the use of security procedures advised by the Bank and setup, maintain and regularly review the security arrangement concerning access to, and use of, the Services and Systems; in particular the access to, and control of, the Password and/ or the Electronic Signature Card,
  - 5.1.4 comply with the Laws with respect to the Services.
- 5.2 All technology based devices and methods of electronic authentication for the security and integrity of electronic data and electronic communication transmission and identification may be subject to change, at the sole discretion of the Bank.
- 5.3 The Bank shall be entitled to alter, amend or replace any or all of the security procedures, form or level of encryption used by the Bank to protect the confidentiality of information and all other matters related to or in connection with the delivery of the Services by the Bank or use of the Services by the Customer.
- 5.4 In the event of such alteration or amendment, the Bank will inform the Customer of the amended or altered procedure to be complied with by the Customer to facilitate the delivery and use of the Services under such amended or altered procedure by the Bank.
- 5.5 The Customer shall be responsible for:
- 5.5.1 requiring the Administrator to immediately block the User profile of a User on mashreqMATRIX, if it wishes to prevent such User from availing of the Services. The Customer shall also promptly notify the Bank of such block and obtain Bank's confirmation of receipt of such notice in the manner specified hereunder, and
  - 5.5.2 retrieving the Electronic Signature Card from a User who has been granted one, whose access to mashreqMATRIX has been terminated/ suspended.
- 5.6 The Customer understands that provision of Services using various channels are susceptible to unlawful accesses or distortions as a result of viruses, trojans, bombs, time-locks or any other data or code which has the ability to corrupt or affect the provision of Services or the Systems of either the Customer or the Bank. The Bank does not make any representation or warranty that any data sent / received or transaction processed as part of the Services or the Systems used for providing the Services is free from viruses, trojans, bombs, time-locks, or any other data or code which has the ability to corrupt or affect the provision of Services or the Systems of either the Customer or the Bank.
- 5.7 The Customer agrees to abide by the security procedures and advices provided by the Bank from time to time.
- 5.8 While every effort will be made by the Bank to secure its Systems and ensure that the provision of Services remain safe and free from unlawful access or distortion, the Bank may not be able to fully prevent each unauthorized access or distortion, and the Customer hereby acknowledges and agrees that the Bank shall not be held liable or responsible for any loss, harm or damages suffered by it as a result thereof.

## 6. Representations and Warranties

The Customer hereby represents that:

- 6.1 it is duly organized and validly existing under the laws of the jurisdiction of its incorporation,
- 6.2 it has the power, to enter into, and perform its obligations under, this Agreement which constitutes its legally valid, binding and enforceable obligations;
- 6.3 this Agreement and availing the Services hereunder does not conflict in any material respect with:
  - 6.3.1 any applicable Law or any official or judicial order or control; or
  - 6.3.2 its constitutional documents.
- 6.4 The Customer has taken all necessary action and has all necessary authority to enter into and execute this Agreement, any Supplementary Terms and Conditions and the Service Level Start-up Form. The person(s) who sign below on behalf of the Customer have/has been duly authorised to sign this Agreement and all relevant Forms on behalf of the Customer and such authorisations are in accordance with the applicable constitutional documents of the Customer.

## 7. Privacy Policy and Confidentiality

- 7.1 The Bank recognizes the importance of protecting the Customer's information and any and all other information supplied by the Customer to the Bank pursuant to this Agreement (the "**Confidential Information**") and undertakes to follow and comply with its internal operating procedures designed to prevent misuse of Confidential Information.
- 7.2 The Bank undertakes not to sell or provide Confidential Information to any third party during the term of this Agreement.
- 7.3 Notwithstanding the above undertakings, the Customer hereby authorises the Bank to share the Confidential Information (i) with its Representatives, or (ii) pursuant to the requirements of any legal, regulatory or judicial authority.
- 7.4 The Customer hereby agrees to keep all information received from the Bank with respect to the Services including the terms of this Agreement, confidential and shall not disclose any such information to any person for any reason whatsoever except when required to comply with the Law.

## 8. Intellectual Property

- 8.1 The provision of the Services using various channels involves the use of various softwares, hardwares and systems (the "**Systems**") that are protected by intellectual property either belonging to the Customer, the Bank or third parties.
- 8.2 The Customer and the Bank hereby warrant and undertake that:
  - 8.2.1 the ownership in the Systems used by it for the purposes hereof vests with it and if not, the Customer has been granted a license by the owner of the relevant System to use the System; and
  - 8.2.2 the use of the Systems does not breach the intellectual property rights of any person.

## 9. Liability and Indemnity

- 9.1 The Bank and its Representatives shall only be liable for any loss, damage, cost or expense suffered by the Customer caused as a direct result of its or their gross negligence or willful default. Neither the Bank nor its Representatives are liable for any other direct or indirect loss or damage suffered or incurred by the Customer irrespective of whether the Bank or its Representatives had been advised of the possibility of such loss or damage or arising from a breach of this Agreement. In any event the total aggregate liability of the Bank and its Representatives for any and all loss, damage, cost or expense shall be limited to the Customer Fees paid by the Customer for the immediately preceding calendar year in which the loss or damage has incurred.
- 9.2 The Customer shall be liable for (i) any action taken by any User under this Agreement and for Instructions issued by a person to whom information relating to the Entitled Rights and use of the Services has been disclosed by the Customer, its employees or agents, and (ii) compliance with, the terms of this Agreement and, any other instruction given to the Customer by the Bank from time to time with respect to the Services, and for any loss, damage, liability, cost and expenses that the Bank may suffer as a result of the Customer breach of this Agreement and failure by the Customer to comply with the requirements of the Bank or the terms of this Agreement.
- 9.3 The Customer hereby agrees and undertakes to protect, defend, hold harmless, indemnify and keep the Bank fully indemnified of, from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, actions, causes of action, costs and expenses of any kind and nature whatsoever that may be imposed on or asserted against or incurred or suffered or sustained by the Bank or its Representatives directly or indirectly as a result of or in consequence of the (i) Bank's compliance with the Instructions, (ii) the use of the Services by the Customer, or (iii) any breach of the terms of this Agreement by the Customer.
- 9.4 The Customer also fully and irrevocably waives, releases, discharges and relinquishes the Bank from any and all claims, obligations and rights that the Customer may have against the Bank under the law or otherwise.
- 9.5 The Bank does not warrant that the information available through the Services is accurate, sufficient or error free or that such information is current and up to date at the time it is accessed.

## 10. Fees

- 10.1 The Bank is entitled to charge the Customer Fees as specified in the Pricing Letter or in the commercial proposal provided by the Bank to the Customer that the Bank and the Customer shall execute simultaneously with the execution of this Agreement.
- 10.2 The Customer Fees and any other costs shall be recovered from the Customer by debiting the account of the Customer specified in the Service Level Start-Up Form.

## 11. Termination

- 11.1 The Bank may terminate the Customer's use of the Services by seven (7) Business Days prior written notice to the Customer.
- 11.2 The Customer may terminate this Agreement by giving thirty (30) days prior written notice to the Bank.
- 11.3 The Bank may further terminate the provision of Services with immediate effect:
  - 11.3.1 If the Customer ceases to maintain an Account with the Bank,
  - 11.3.2 If the Customer breaches any term of this Agreement,
  - 11.3.3 If the Customer's relationship with the Bank is terminated,
  - 11.3.4 If the Customer passes a resolution for its winding-up or a court of competent jurisdiction makes an order for the Customer's winding-up or dissolution,
  - 11.3.5 upon the passing of an order for the appointment of a liquidator or receiver for the Customer, or
  - 11.3.6 If the Customer enters into an arrangement or composition with its creditors generally or applies to a court of competent jurisdiction for protection from its creditors generally.
- 11.4 Upon termination, of this Agreement, for whatsoever reason, the Customer shall ensure that the Electronic Signature Card given to it under this Agreement is handed back to the Bank.
- 11.5 Continuing to provide the Services under this Agreement when the Customer is in breach of this Agreement, irrespective of whether the Bank has knowledge of such breach, shall not be considered as a waiver of any of the Bank's rights under this Agreement.

## 12. Taxation

- 12.1 All taxes, charges or liabilities which the Customer may incur in any jurisdiction, is the responsibility of the Customer alone. If the Bank is required by any competent revenue authority to make a deduction or has to withhold an amount payable by the Bank to the Customer, the Bank will not be liable to the Customer for the loss suffered as a result of such deduction or withholding.
- 12.2 The Customer agrees to indemnify the Bank if a competent revenue authority requires the Bank to make a payment in respect of any tax amount which the Customer failed to pay.
- 12.3 "VAT" means any value added tax, consumption tax and any other tax of a similar nature.
  - a) All amounts expressed to be payable under a Finance Document by any Party to the Lender which (in whole or in part) constitute the consideration for any supply for VAT purposes are deemed to be exclusive of any VAT which is chargeable on that supply, and accordingly, if VAT is or becomes chargeable on any supply made by the Lender to any Party under a Finance Document and the Lender is required to account to the relevant tax authority for the VAT, that Party must pay to the Lender (in addition to and at the same time as paying any other consideration for such supply) an amount equal to the amount of that VAT (and the Lender must promptly provide an appropriate VAT invoice to that Party).
  - b) Where a Finance Document requires any Party to reimburse or indemnify the Lender for any cost or expense, that Party shall reimburse or indemnify (as the case may be) the Lender for the full amount of such cost or expense, including such part thereof as represents VAT, save to the extent that the Lender reasonably determines that it is entitled to credit or repayment in respect of such VAT from the relevant tax authority.

## 13. Mobile Banking

- 13.1 The Bank may provide mobile banking services ("**Mobile Banking**") to Customers that have registered for mashreqMATRIX.
- 13.2 The Customer acknowledges that Mobile Banking may be provided through third party service providers and the Customer may not be able to access all the functionalities and services through Mobile Banking that are available on mashreqMATRIX and the terminologies or webpage may be different for mashreqMATRIX and for Mobile Banking. The Customer may be required to follow different instructions in order access the Accounts through Mobile Banking. The range of Mobile Banking may be expanded or amended in the future and any such added/amended Services will be governed by this Agreement and such additional terms and conditions as are applicable for such Service or feature.
- 13.3 In order to use Mobile Banking, the User should possess a mobile phone or a handheld device that has telecommunication service ability and internet accessing facility and the mobile number should be registered with the Bank ("**Mobile Device**").
- 13.4 Mobile Banking services offered to the Customer may vary depending on the type of Mobile Device used and the telecommunications service provider used by the Customer ("**Service Provider**"). Mobile Banking may not be available through all Service Providers and some Mobile Devices may not support Mobile Banking. The technical specifications that need to be complied with in order to download and register for Mobile Banking may vary depending on the specifications of the Mobile Device and requirements of the Service Provider, either of which may be updated from time to time. The Customer further understands that Service Providers and other service providers impose fees, restrictions and other limitations which may have an impact on the Customer's use of Mobile Banking and agrees to be responsible for such fees, restrictions and limitations.
- 13.5 Before using Mobile Banking, each User has to download the Mobile Banking application onto the Mobile Device using a secure internet connection. The Users may have to register themselves for Mobile Banking and provide personal information as requested by the Bank. It is the User's responsibility to ensure that the information provided to the Bank is accurate, complete and current and to notify the Bank immediately if there is

any error or change in this information. Please note that the Customer may not be able to avail of the Services if the Bank is unable to verify the information provided to it.

- 13.6 By registering for Mobile Banking, the Customer and each User accepts the use of cookies by the Bank and permits the Bank to use any information which is obtained from the cookies for the purpose of providing the Services. If a User wishes to access location related Services, he is deemed to have consented to the Bank and its service providers accessing, collecting, processing and transmitting the User's location data. Access to location related Services is further subject to terms and conditions of the service providers (such as Google) that provide location data services to the User.
- 13.7 The Customer and each User is advised to exercise extreme caution while using Mobile Banking and to use good judgment and discretion when obtaining or transmitting information through Mobile Banking. The Customer understands that communications sent through Mobile Banking may not be encrypted and may contain personal or confidential information about the Customer and /or the User. The use of Mobile Banking is subject to several technical and other limitations including limitations from the Service Provider or any other service provider used to provide the Services. The Customer agrees and confirms that the Bank is not at fault for any loss of data, delayed delivery, non-delivery, mis-delivery, change in settings or other technical difficulties and interruptions that may result from the use of Mobile Banking. The Bank does not assume, and the Customer hereby releases the Bank from, any responsibility for the timeliness, deletion or mis-delivery of any of any user data, failure to store user data, communications or personalised settings in connections with the Customer's use of Mobile Banking. The Customer further agrees and confirms that it will not hold the Bank liable for any losses caused by the Customer's failure to properly use Mobile Banking or their Mobile Device, or for any losses resulting from loss or stolen Mobile Device.
- 13.8 The Bank hereby reserves its right to refuse to make any transaction that the Customer may request through Mobile Banking for any reason whatsoever. The Customer grants the Bank the right to:
- 13.8.1 access the Accounts linked to Mobile Banking to effect the various instructions issued to the Bank by a User,
  - 13.8.2 to disclose Customer information in the Bank's possession to any service provider or any third party, in order to provide the Service, and
  - 13.8.3 record various transaction details of the Customer. The Customer hereby agrees that books and records of the Bank shall be conclusive proof of the accuracy and genuineness of any transactions.
- 13.9 The Customer and each User agrees to promptly notify the Bank in the event it suspects that the security information related to an Account or to Mobile Banking has been breached. Failure to do so may delay in the Bank's action to protect the Customer and any loss or damage caused as a result of such breach would be the Customer's responsibility.
- 13.10 The Customer expressly understands and agrees that the use of Mobile Banking is at their sole risk and responsibility. Mobile Banking is provided on an "as is" and "as available" basis. Any material downloaded or otherwise obtained through the use of Mobile Banking is obtained at the Customer's own discretion and risk, and the Bank is not responsible for any damage to the Customer's Mobile Device or data or any other loss or damage that results from the download of any such material, whether due to any computer virus or otherwise. Mashreq makes no representation or warranty as to the completeness, accuracy, reliability, or currency of any third party information or data that the Customer may have obtained through the use of Mobile Banking.

## 14. eDropBox

Subject to my/our compliance and completion of all applicable documentary requirements advised by Mashreqbank PSC ("Mashreq"/ "Bank"), any request by me/us for any banking transaction/service instruction sent through Bank's online banking application i.e. mashreqMATRIX shall be a valid request and binding on and enforceable against me/us. Further I/we agree that I/we shall, in addition to these terms and conditions, I/me will remain subject to Bank's standard terms and conditions of mashreqMATRIX Internet Banking Services Agreement.

In consideration of Bank's acceding to my/our request and my/our agreeing to accept and act upon instructions by mashreqMATRIX eDropBox transactions, I/we hereby confirm, agree and undertake the following: -

- 14.1 While it is not mandatory for us to send the original instruction to the Bank, should we choose to forward the original to the Bank, it will be boldly marked with the following: -  
"Submitted through mashreqMATRIX eDropBox on ..... "Avoid duplication". The instructions transmitted by mashreqMATRIX eDropBox will be treated as confirmed instructions from my/our end.
- 14.2 The copies emanating from the mashreqMATRIX eDropBox is fully binding on me/us.
- 14.3 The Bank shall not be held liable in any manner whatsoever for any irregularity, delay, mistake or omission which may occur in the transmission of mashreqMATRIX eDropBox instructions, or for the non-receipt of or misinterpretation of the mashreqMATRIX eDropBox instructions.
- 14.4 You are hereby irrevocably authorized to rely on mashreqMATRIX eDropBox instructions as genuine, true and accurate reproduction of the original instructions and you shall bear no liability for acting thereupon and you are entitled to treat each mashreqMATRIX eDropBox authorization/instructions as fully authorized and binding on us and you are entitled (but no bound) to take such steps in connection with or in reliance upon such communication as you may in your sole and absolute discretion, deem appropriate.
- 14.5 The Bank may at its own discretion decide to undertake call back checks to the authorized person on the telephone numbers updated in the bank records in order to confirm the authenticity of my/our mashreqMATRIX eDropBox instructions.
- 14.6 I/we undertake to inform the Bank from time to time should any of the designated persons resign, cease to be authorized to provide the required confirmations to the Bank due to transfer or any other reason, or should any of the designated telephone numbers change. It is understood that the Bank will attempt to contact these persons in the order provided above, and failing to make contact with any of them may, at its own discretion, decide to disregard the mashreqMATRIX eDropBox transaction instructions at my/our risk and responsibility till it is able to satisfy itself that the instructions are genuine.
- 14.7 I/we hereby agree and undertake to protect, defend, hold harmless, indemnify and keep the Bank and its shareholders, directors, officers and employees fully indemnified of, from and against any and all claims, loss, damages, liability, obligations, demands, penalties actions, causes of action, proceedings, judgments suits, costs and expenses of any kind or nature whatsoever and howsoever arising which are imposed or that may be imposed on incurred or that may be incurred, asserted or which may asserted against suffered or that may be suffered by the Bank or be required to be paid by reason of or as a result of or arising directly or indirectly out of Bank's compliance with our aforesaid request and authorizations, instructions.



- 14.8 In addition to the above, I/we hereby fully, irrevocably and forever waive, release, discharge and relieve the Bank from any and all claims, obligations and rights whatsoever and howsoever arising, that I/we may have against the Bank (if any) which arises or may arise as a result of or based on any existing laws, rules, regulations as we request and authorize the Bank to act as stated above and induce the Bank to accept my/our transactions requests and authorization / instructions through mashreqMATRIX eDropBox
- 14.9 Without prejudice to the rights as above or otherwise and notwithstanding any other provision to the contrary in this document, the Bank shall have the absolute right and discretion, for any reason whatsoever, to act or not to act upon the mashreqMATRIX eDropBox instructions.

## 15. Miscellaneous

### 15.1 Force Majeure:

The Bank shall not be liable for any delay in, or failure to, provide the Services as a result of factors outside its reasonable control including without limitation any act of God, act of government or regulatory authority, war, fire, flood, explosion, terrorism, riot or civil commotion, or non-availability, non-functioning or malfunctioning of internet services provider(s), broadcast telecommunications or other network systems or services (each a Force Majeure Event). Either party may terminate this Agreement immediately, without incurring any liability, if such Force Majeure Event continues for a period of fifteen (15) days, by providing written notice to the other party.

### 15.2 Waiver:

Failure or delay on the part of the Bank to exercise any power, right or remedy under this Agreement shall not operate as a waiver thereof, nor shall any partial exercise by the Bank of any power, right or remedy prevent any other alternative exercise thereof or the exercise of any other power, right or remedy. The remedies provided in this Agreement are cumulative and are not exclusive of any remedies provided by law.

### 15.3 Full Agreement:

This Agreement along with any Supplementary Terms and Conditions contain the entire agreement between the parties hereto with respect to the use of mashreqMATRIX and supersedes all previous agreements, communications, writings or discussions on the subject. The Supplementary Terms and Conditions shall be treated as a part of this Agreement in the event the Service to which the Supplementary Terms and Conditions apply have been availed by the Customer. The terms contained herein are in addition to any terms and conditions contained in any account related agreement (the "Account Agreements") signed between the Customer and the Bank. In case of a conflict between the provisions of this Agreement and those in any Account Agreement, provisions of this Agreement will prevail, with respect to the Services. Issues which are not covered by this Agreement but covered by the Account Agreements will be governed by the provisions of the Account Agreements.

### 15.4 Alteration:

- 15.4.1 The Bank reserves the right to revise or alter any of the terms of this Agreement. The Bank will in the event of such an amendment, notify the Customer by sending a notice specifying the details of the amendment / alteration. The Customer hereby agrees to execute any document that the Bank may require in order to reflect any amendment pertaining to the Services or this Agreement.
- 15.4.2 Any amendments recommended by the Customer and agreed to by the Bank shall be binding and effective only upon the Bank and the Customer entering into an amendment agreement reflecting the amended terms.

### 15.5 Notices

15.5.1 Any notices served sent by either party to the other party under this Agreement shall be:

- (a) in writing; and
- (b) served in any manner as given below:
  - (i) personal delivery (including courier) – receipt shall be deemed upon delivery as evidenced by the acknowledgement of receipt,
  - (ii) registered post - receipt shall be deemed on the date of the certificate of receipt if posted by registered airmail,
  - (iii) facsimile transmission – receipt shall be deemed following dispatch, or
  - (iv) email – upon it being sent by the delivering party. It is hereby clarified that communication by email shall be used for operational purposes only and for activation of mashreqMATRIX by the Users as per clause 3.6 above

15.5.2 Any notice sent by the Bank to the Customer shall be sent at the details specified in the Service Level Start-up Form or as per such other details as the Customer may give for the purposes of service of notices under this Agreement

15.5.3 Any notice sent by the Customer to the Bank shall be sent to the Bank at the address of the Bank as mentioned in the nomenclature clause and shall be addressed to: Manager, Transaction Banking, Mashreqbank psc, P.O. Box 173, Doha, Qatar.

15.5.4 No notice or other communication shall be deemed to have been given by the Customer to the Bank unless and until the same has in fact been received by the Bank.

15.5.5 The Bank may also communicate with the Customer using any form of communication that the Bank may choose including by publishing notifications and other communications on the Customer' webpage of mashreqMATRIX (which communication could include amendments to the terms of this Agreement). The Customer agrees to read and understand each of these communications and notifications and acknowledges that once these notifications are delivered to the Customer's webpage of mashreqMATRIX, the Customer is deemed to have read them and is deemed to be legally bound by the terms of the notifications.

### 15.6 Forms:

Depending on the change that the Customer wishes to effect, the Customer agrees to execute the relevant Form and submit the same to the Bank. Any change to be effected pursuant to a duly executed Form shall be effected by the Bank within a reasonable time frame of receipt of the Form.

### 15.7 MashreqMATRIX Addendums

The group companies and sister concerns of the Customer may agree to be bound by the terms and conditions of this Agreement and the information provided pursuant to this Agreement by entering into mashreqMATRIX Addendum applicable to it, which shall form an integral part of this Agreement.

**15.8 Severability:**

In the event any one or more of the provisions of this Agreement is held to be unenforceable under the Laws, the validity, legality and enforceability of the remaining provisions (or any remaining part of such provision or provisions) shall not be in any way affected or impaired thereby.

**15.9 Non Assignment:**

This Agreement and the rights and obligations hereunder may not be assigned by the Customer without the prior written consent of the other. The Bank may assign its rights and obligations under this Agreement by notice to the Customer. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. Nothing contained in this Agreement is intended to confer upon any person other than the parties hereto and their respective successors and assigns any rights and remedies under or by reason of this Agreement.

**15.10 Third Party rights:**

Persons who are not a party to this Agreement have no right to enforce any term of this Agreement. Notwithstanding the previous sentence, any Representative may enforce this Agreement against the Customer subject to and in accordance with this Agreement and the Laws. The parties do not require the consent of any person not a party to this Agreement to rescind or vary this Agreement at any time.

**15.11 Governing Law and Jurisdiction:**

This Agreement shall be governed by and construed pursuant to the Laws of Qatar. The courts of Qatar shall have jurisdiction over any disputes arising under this Agreement.

**Schedule 1 - Services Level Start-Up Form**

This Services Level Start-Up Form forms an integral part of the mashreqMATRIX Agreement.<sup>1</sup>

**A)** Please indicate below which of your accounts you wish to access through mashreqMATRIX:

Account Number	Account Number	Account Number	Account Number

**B)** Please specify the account from which you authorise us to debit the Customer Fees for the Services

**C)** Please indicate below the OPTIONAL services required:

<input type="checkbox"/>	Pre-approved Beneficiary Library (This requires a Maker and an approver to maintain the beneficiary library)
<input type="checkbox"/>	Data File Encryption
<input type="checkbox"/>	Host to Host Integration (please indicate below the authorization option, in case Host to Host Integration is selected)
<input type="checkbox"/>	Pre-authorized Payments
<input type="checkbox"/>	Post-authorization - Authorization Required on mashreqMATRIX

**D) mashreqMATRIX User Profile<sup>2</sup>**

Please list the Usernames of **each** of the persons you wish to nominate as USERS for mashreqMATRIX<sup>3 4 5</sup>

**User Profile 1**

**User Profile 2**

<b>User Name - Full Name in CAPITAL letters</b>	<b>User Name - Full Name in CAPITAL letters</b>
<b>Mobile Number</b>	<b>Mobile Number</b>
<b>Email</b>	<b>Email</b>
<b>Signature</b>	<b>Signature</b>
<b>Profile Roles:</b> Please select ADM ENQ CHK INI AUTH <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<b>Profile Roles:</b> Please select ADM ENQ CHK INI AUTH <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Please note that user cannot have "CHK" and "AUTH" Roles simultaneously	Please note that user cannot have "CHK" and "AUTH" Roles simultaneously
<b>ADM:</b> Administrator <b>INI:</b> Transaction Initiator	<b>ADM:</b> Administrator <b>INI:</b> Transaction Initiator
<b>ENQ:</b> Enquiry <b>AUTH:</b> Signatory / Authorizer	<b>ENQ:</b> Enquiry <b>AUTH:</b> Signatory / Authorizer
<b>CHK:</b> Transaction Checker	<b>CHK:</b> Transaction Checker
<b>Enquiry Profile:</b> Please select OTH PMT TRD COL LIQ FTG <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<b>Enquiry Profile:</b> Please select OTH PMT TRD COL LIQ FTG <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<b>Transaction Profile Services:</b> Please select products & services: REM A2A ECQ CSH PRL GUT ISS SET VRA COL DDS eDB <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<b>Transaction Profile Services:</b> Please select products & services: REM A2A ECQ CSH PRL GUT ISS SET VRA COL DDS eDB <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<b>Other Services:</b> Please select <b>Electronic Signature Token:</b> TDP PDC CHQ PBL REL PRM CCS                      Please select <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Soft Hard	<b>Other Services:</b> Please select <b>Electronic Signature Token:</b> TDP PDC CHQ PBL REL PRM CCS                      Please select <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Soft Hard

<sup>1</sup> Customer needs to sign and stamp all the pages of the Agreement and this Service Level Start-Up Form. Strike out the unused sections on each page.

<sup>2</sup> Ensure that all the fields in the User Profile Section are filled in block letters and is factually correct.

<sup>3</sup> Approving rights of each Authorizer user will be as per the signing mandate available with the Bank at the time of online access. It is Customer's responsibility to advise the Bank immediately in case of any change in the signing mandate.

<sup>4</sup> If the Customer selects 'E.Cheque' and opts to have the e-cheques printed at the Customer's premises, the Customer shall ensure that the MICR line is printed on the e-cheque stationery provided by the Bank by using (i) MICR ink in the printer(s) &/or using MICR Ink printers and (ii) MICR font which should be installed in the Customer's computer from which the printing will be done. Customer shall be responsible to keep the e-cheque stationery provided by the Bank in safe custody.

<sup>5</sup> The Customer shall additionally be subject to the terms and conditions applicable for the relevant service opted by it in this Form.



User Profile 3

User Profile 4

User Name - Full Name in CAPITAL letters Mobile Number Email Signature <b>Profile Roles:</b> Please select ADM ENQ CHK INI AUTH <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Please note that user cannot have "CHK" and "AUTH" Roles simultaneously ADM: Administrator                      INI: Transaction Initiator ENQ: Enquiry                                      AUTH: Signatory / Authorizer CHK: Transaction Checker	User Name - Full Name in CAPITAL letters Mobile Number Email Signature <b>Profile Roles:</b> Please select ADM ENQ CHK INI AUTH <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Please note that user cannot have "CHK" and "AUTH" Roles simultaneously ADM: Administrator                      INI: Transaction Initiator ENQ: Enquiry                                      AUTH: Signatory / Authorizer CHK: Transaction Checker
<b>Enquiry Profile:</b> Please select OTH PMT TRD COL LIQ FTG <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<b>Enquiry Profile:</b> Please select OTH PMT TRD COL LIQ FTG <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<b>Transaction Profile Services:</b> Please select products & services: REM A2A ECQ CSH PRL GUT ISS SET VRA COL DDS eDB <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<b>Transaction Profile Services:</b> Please select products & services: REM A2A ECQ CSH PRL GUT ISS SET VRA COL DDS eDB <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<b>Other Services:</b> Please select <b>Electronic Signature Token:</b> TDP PDC CHQ PBL REL PRM CCS                      Please select <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Soft <input type="checkbox"/> Hard	<b>Other Services:</b> Please select <b>Electronic Signature Token:</b> TDP PDC CHQ PBL REL PRM CCS                      Please select <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Soft <input type="checkbox"/> Hard

User Profile 5

User Profile 6

User Name - Full Name in CAPITAL letters Mobile Number Email Signature <b>Profile Roles:</b> Please select ADM ENQ CHK INI AUTH <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Please note that user cannot have "CHK" and "AUTH" Roles simultaneously ADM: Administrator                      INI: Transaction Initiator ENQ: Enquiry                                      AUTH: Signatory / Authorizer CHK: Transaction Checker	User Name - Full Name in CAPITAL letters Mobile Number Email Signature <b>Profile Roles:</b> Please select ADM ENQ CHK INI AUTH <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Please note that user cannot have "CHK" and "AUTH" Roles simultaneously ADM: Administrator                      INI: Transaction Initiator ENQ: Enquiry                                      AUTH: Signatory / Authorizer CHK: Transaction Checker
<b>Enquiry Profile:</b> Please select OTH PMT TRD COL LIQ FTG <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<b>Enquiry Profile:</b> Please select OTH PMT TRD COL LIQ FTG <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<b>Transaction Profile Services:</b> Please select products & services: REM A2A ECQ CSH PRL GUT ISS SET VRA COL DDS eDB <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<b>Transaction Profile Services:</b> Please select products & services: REM A2A ECQ CSH PRL GUT ISS SET VRA COL DDS eDB <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<b>Other Services:</b> Please select <b>Electronic Signature Token:</b> TDP PDC CHQ PBL REL PRM CCS                      Please select <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Soft <input type="checkbox"/> Hard	<b>Other Services:</b> Please select <b>Electronic Signature Token:</b> TDP PDC CHQ PBL REL PRM CCS                      Please select <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Soft <input type="checkbox"/> Hard

User Profile 7

User Profile 8

<p>User Name - Full Name in CAPITAL letters</p> <p>Mobile Number</p> <p>Email</p> <p>Signature</p> <p><b>Profile Roles:</b> Please select ADM ENQ CHK INI AUTH <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>Please note that user cannot have "CHK" and "AUTH" Roles simultaneously</p> <p>ADM: Administrator                      INI: Transaction Initiator ENQ: Enquiry                                      AUTH: Signatory / Authorizer CHK: Transaction Checker</p> <p><b>Enquiry Profile:</b> Please select OTH PMT TRD COL LIQ FTG <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p><b>Transaction Profile Services:</b> Please select products &amp; services: REM A2A ECQ CSH PRL GUT ISS SET VRA COL DDS eDB <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p><b>Other Services:</b> Please select                      <b>Electronic Signature Token:</b> TDP PDC CHQ PBL REL PRM CCS                      Please select <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>                      <input type="checkbox"/> Soft <input type="checkbox"/> Hard</p>	<p>User Name - Full Name in CAPITAL letters</p> <p>Mobile Number</p> <p>Email</p> <p>Signature</p> <p><b>Profile Roles:</b> Please select ADM ENQ CHK INI AUTH <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>Please note that user cannot have "CHK" and "AUTH" Roles simultaneously</p> <p>ADM: Administrator                      INI: Transaction Initiator ENQ: Enquiry                                      AUTH: Signatory / Authorizer CHK: Transaction Checker</p> <p><b>Enquiry Profile:</b> Please select OTH PMT TRD COL LIQ FTG <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p><b>Transaction Profile Services:</b> Please select products &amp; services: REM A2A ECQ CSH PRL GUT ISS SET VRA COL DDS eDB <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p><b>Other Services:</b> Please select                      <b>Electronic Signature Token:</b> TDP PDC CHQ PBL REL PRM CCS                      Please select <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>                      <input type="checkbox"/> Soft <input type="checkbox"/> Hard</p>
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E) Permitted Accounts for each User Profile

User Profile	Permitted Accounts
User Profile 1	All accounts as per Section 'A' or mention specifically otherwise
User Profile 2	All accounts as per Section 'A' or mention specifically otherwise
User Profile 3	All accounts as per Section 'A' or mention specifically otherwise
User Profile 4	All accounts as per Section 'A' or mention specifically otherwise
User Profile 5	All accounts as per Section 'A' or mention specifically otherwise
User Profile 6	All accounts as per Section 'A' or mention specifically otherwise
User Profile 7	All accounts as per Section 'A' or mention specifically otherwise
User Profile 8	All accounts as per Section 'A' or mention specifically otherwise

Definitions - User Profiles			
<b>Enquiry Profile</b>			
1. OTH: Other Services (i.e. Account Statements & various reports, SWIFT copies and Advices)	2. PMT: Payments	3. TRD: Trade (Imports, Exports and Guarantees)	4. COL: Collections Reports
5. LIQ: Liquidity Reports	6. FTG: Factoring Reports		
<b>Transactional Profile</b>			
7. REM: Remittance: Domestic & Cross Border Funds Transfer, Amendments, PO, DD, Standing Instructions, Stop Payment	8. A2A: Account to Account Transfer - Self & Other Mashreq Accounts	09. ECQ: Electronic Cheque	10. CSH: Cashless Cash
12. GUT: Govt & Utility Payments	13. ISS: Issuance & Amendment of LC/LG, Issuance of Shipping Guarantee, Open & Advance Payment TR Request	14. SET: Bills Settlement LC/Coll, TR Settlements, Acceptance of Discrepancies under LC	11. PRL: Payroll
16. COL: Collections File Upload, PDC Withdrawal / Extension of Due Date	17. DDS: Direct Debit Services	18. eDB: eDropBox: Electronic Submission of Documents for various types of Transactions. Requires Maker & Checker workflow (minimum 2 users)	15. VRA: Virtual Account Opening, Closing, Recon.
<b>Other Services</b>			
19. TDP: Term Deposit Booking & Early Settlement	20. PDC: Post Dated Cheque Withdrawal / Due Date Extension Request	21. CHQ: Cheque Book Request - Standard & Customized	22. PBL: Pre-approved Beneficiary Library Creation
23. REL: Manual Transaction Release Post Authorization	24. PRM: Payroll Records Masking	25. CCS: Corporate Cheque Scanning	

F) Courier Address for PIN Mailer and/or Electronic Signature Card Delivery: -

G) Special Instructions, if any: -

**Agreement Authorisation**

The Customer has taken all necessary action and has all necessary authority to enter into and execute the Agreement and this Form. The person(s) who sign below on behalf of the Customer have/have been duly authorised to sign the Agreement and this Form on behalf of the Customer and such authorisations are in accordance with the applicable constitutional documents of the Customer. Once executed, this Form shall be deemed to be a part of the Agreement.

**Signed and stamped on behalf of the Customer by:**

Full Name in BLOCK letters

Job Title

Signature of Authorised Representative

**Signed and stamped on behalf of the Customer by:**

Full Name in BLOCK letters

Job Title

Signature of Authorised Representative