

## TERMS AND CONDITIONS FOR PHYSICAL ACCEPTANCE FORMS

**in relation to the mandatory cash offer by Emirates NBD Bank P.J.S.C. to acquire up to 100% of the issued and paid up ordinary shares of Emirates Islamic Bank P.J.S.C. for cash consideration of AED 11.95 per Emirates Islamic Bank P.J.S.C share**

**Emirates NBD Bank P.J.S.C. currently owns 99.8923% of Emirates Islamic Bank P.J.S.C., and it is entitled to make a mandatory acquisition of the remaining 0.1077% in Emirates Islamic Bank P.J.S.C. in accordance with Article (11) of the M&A Rules, Article 299(2) of the Commercial Companies Law and Article (14 bis) of the Articles of Association**

### PROCEDURE FOR ACCEPTANCE OF THE OFFER

- Unless otherwise stated or defined in these Terms and Conditions, all terms used in these Terms and Conditions are the same as those used or defined in the Offer Document.
- To accept the Offer, use a physical Acceptance Form and follow the instructions and notes for guidance set out in these Terms and Conditions or submit an Electronic Acceptance Form available to [EIB@EmiratesNBD.com](mailto:EIB@EmiratesNBD.com).
- Holders of EIB Shares must either sign a physical Acceptance Form to accept the Offer or submit an Electronic Acceptance Form.
- Holders of EIB Shares cannot submit an Electronic Acceptance Form or an Acceptance Form in respect of EIB Shares which are pledged or subject to any form of security (including those EIB Shares subject to court order and/or in margin accounts of brokers). Prior to submit an Electronic Acceptance Form or an Acceptance Form in respect of EIB Shares which are pledged or subject to any form of security (including those EIB Shares subject to court order and/or in margin accounts of brokers) you must contact the bank, broker or any third party in whose favour the EIB Shares have been pledged or any other security or attachment (including court order) has been granted and obtain the release from such pledge or any other security or attachment.
- The information in these Terms and Conditions, together with the Offer Document, may help to answer queries you may have about the Acceptance Form and the procedure for responding to the Offer. Please read these Terms and Conditions and the Offer Document carefully before completing an Acceptance Form.
- Please return a physical Acceptance Form or submit an Electronic Acceptance Form, duly completed and signed as soon as possible and, in any event, so as to be received by hand or by electronic submission at [EIB@EmiratesNBD.com](mailto:EIB@EmiratesNBD.com) to the Receiving Bank by no later than 3:00PM on 27 March 2025.
- The Offer is subject to the Condition Precedent set out in the Offer Document dated 27 February 2025.

If you have any questions relating to the procedure for acceptance of the Offer, please contact the Receiving Bank on +971 4 316 0050 between 9:00AM and 5:00PM from Monday to Friday. The Receiving Bank cannot provide advice on the merits of the Offer nor give any financial, legal or tax advice.

**THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.** If you are in any doubt as to the action you should take, you should seek your own independent financial advice immediately from your professional adviser or other independent financial adviser who is licensed by the UAE Securities and Commodities Authority (the "SCA").

The Offer Document (and copies of the Acceptance Form and of these Terms and Conditions) will be available on EIB's website at <https://www.emiratesislamic.ae/en/tender-offer> during the Offer Period.

The Offer is open for acceptance by EIB Shareholders starting from 27 February 2025, for those EIB Shareholders who are registered as such as at the close of trading of the EIB Shares on the DFM on 26 February 2025. The procedure for accepting the Offer is set out below. These Terms and Conditions should be read in conjunction with the Offer Document.

To accept the Offer, you must as soon as possible, (i) complete and return either the English language or the Arabic language version of a physical Acceptance Form in accordance with the instructions set out below, or (ii) submit an Electronic Acceptance Form, in either case as soon as possible but in any event so as to be received by electronic submission at [EIB@EmiratesNBD.com](mailto:EIB@EmiratesNBD.com) or by hand to the Receiving Bank no later than 3:00PM on 27 March 2025. The list of branches of the Receiving Bank where EIB Shareholders may submit Acceptance Forms has been included in paragraph 7 below.

By completing and lodging a physical Acceptance Form or an Electronic Acceptance Form you agree that you may be blocked from trading by the DFM in respect of those EIB Shares for which you have accepted the Offer.

Following the Offer Closing Date, the Offeror may (in its discretion) continue to receive acceptances from EIB Shareholders who have not accepted the Offer by the Offer Closing Date.

**IF YOU ARE IN ANY DOUBT AS TO THE ACTION YOU SHOULD TAKE, YOU SHOULD SEEK YOUR OWN PERSONAL INDEPENDENT FINANCIAL ADVICE IMMEDIATELY FROM YOUR PROFESSIONAL ADVISER OR OTHER APPROPRIATE INDEPENDENT FINANCIAL ADVISER WHO IS LICENSED BY SCA.**

ACCEPTANCE FORMS AND COPIES OF THE OFFER DOCUMENT ARE AVAILABLE AT <https://www.emiratesislamic.ae/en/tender-offer>

In order to be effective, a physical Acceptance Form must, except as described below, be signed personally by the registered holder. A company may execute an Acceptance Form in accordance with its constitutional documents and applicable laws and regulations. By completing and signing an Acceptance Form, the relevant registered holder is deemed to accept the Offer in relation to the EIB Shares indicated on the Acceptance Form.

**1. If you have sold or transferred, or wish to sell or transfer, EIB Shares**

If you have sold or otherwise transferred all of your EIB Shares (as applicable) please send the Offer Document together with the accompanying documents at once to the purchaser or transferee or to the stockbroker, bank or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee. However, the Offer Document is not being published or distributed, and should not be forwarded or transmitted in or into or to, any Restricted Jurisdiction. If you have sold or otherwise transferred part only of your holding of EIB Shares, you should retain these documents.

By lodging either (i) an Electronic Acceptance Form or (ii) an Acceptance Form, you are authorising the Receiving Bank and the Dubai CSD to block the indicated EIB Shares until the date of payment of the consideration. If you transfer any or all of your EIB Shares to a third party after submitting either (i) an Electronic Acceptance Form or (ii) an Acceptance Form but prior to the EIB Shares being blocked, your Electronic Acceptance Form or Acceptance Form in respect of such transferred EIB Shares will be deemed invalid and you will not have accepted the Offer in respect of such transferred EIB Shares.

**2. If the sole shareholder has died**

The personal representative(s) or the prospective personal representative(s) should approach Dubai CSD at the DFM as soon as possible to update the relevant DFM register and to transfer the EIB Shares from the name of the deceased investor to the relevant heir(s) before such heir(s) can accept the Offer. Once the DFM's register is updated, the personal representative(s) or prospective personal representative(s) should sign the Acceptance Form in accordance with its terms.

**3. If the Acceptance Form is signed under a power of attorney**

The completed Acceptance Form must be accompanied by the original power of attorney (or a notarised (and, if applicable, a legalised and protocolised) copy thereof).

**4. If any of your EIB Shares are pledged or subject to any form of security (including those EIB Shares subject to court order and in margin accounts of brokers)**

Prior to submit an Electronic Acceptance Form or an Acceptance Form in respect of EIB Shares which are pledged or subject to any form of security (including those EIB Shares subject to court order and/or in margin accounts of brokers) you must contact the bank, broker or any third party in whose favour the EIB Shares have been pledged or any other security or attachment (including court order) has been granted and obtain the release from such pledge or any other security or attachment.

**5. If you want to submit electronically**

EIB Shareholders may submit an Electronic Acceptance Form electronically to [EIB@EmiratesNBD.com](mailto:EIB@EmiratesNBD.com). An Electronic Acceptance Form is effective upon submission to [EIB@EmiratesNBD.com](mailto:EIB@EmiratesNBD.com).

**6. Warranties**

By signing the Acceptance Form, you (as an EIB Shareholder or on behalf of an EIB Shareholder) hereby accept all the undertakings, representations, warranties and agreements to and with the Offeror set out below (so as to bind him/her, his/her personal representatives, heirs, successors and assigns):

- (a) that the acceptance shall constitute, in respect of the number of EIB Shares to which the relevant acceptance relates:
  - (i) an acceptance of the Offer on and subject to the terms and conditions set out or referred to herein, in the Offer Document and the Acceptance Form;
  - (ii) an undertaking to execute any further documents and give any further assurances which may be required to enable the Offeror to obtain the full benefits of the terms of the Offer Document and the Acceptance Form and/or to perfect any authorities expressed to be given thereunder (including, for the avoidance of doubt, any documentation required for the purposes of the Offeror's compliance with its "know your customer" requirements and procedures);
  - (iii) a representation and warranty that you are the legal and / or beneficial owner of such EIB Shares or, if you are not, that you are irrevocably and unconditionally entitled to transfer such shares and that the entire beneficial interest therein will be acquired under the Offer; and
  - (iv) if you are accepting this Offer on behalf of a registered holder(s), a representation and warranty that you are duly authorized by the registered holder(s) to accept this Offer on his/her behalf;
- (b) that the EIB Shares in respect of which the Offer is accepted or deemed to be accepted are sold free from all liens, equities, charges, encumbrances, equitable interests, rights of pre-emption and other third party rights of any nature whatsoever and together with all rights attaching thereto from the record date and thereafter. Until Offer Closing Date, the EIB Shareholders shall retain voting rights and the right to receive and retain in full all dividends (if any) (but excluding extraordinary dividends and other distributions such as return of value (whether by reduction of share capital or share premium account or otherwise)) declared, made or paid in respect of the EIB Shares made, on or after the date of the Offer Document;

- (c) that you have not received or sent copies or originals of this document or any other document relating to the Offer, in, into or from a Restricted Jurisdiction and you have not otherwise utilised in connection with the Offer, directly or indirectly, the use of the mail or any means or instrumentality (including, without limitation, facsimile transmission, electronic mail or telephone) of interstate or foreign commerce of, or any facilities of a national securities exchange of, a Restricted Jurisdiction at the time of the input and settlement of the relevant acceptance(s); and in respect of the EIB Shares to which an acceptance relates, you are not an agent or fiduciary acting on a non-discretionary basis for a principal, unless you are an authorised employee of such principal or such principal has given all instructions with respect to the Offer from outside a Restricted Jurisdiction;
- (d) that you have not taken or omitted to take any action which will or may result in the Offeror or any other person acting in breach of any legal or regulatory requirements of any territory in connection with the Offer or your acceptance thereof;
- (e) that, if you accept the Offer, you will do all such acts and things in your control as shall be necessary or expedient to vest the aforesaid EIB Shares in the Offeror or its nominee(s) or such other persons as the Offeror may decide;
- (f) that you agree to ratify each and every act or thing which may be done or effected by the Offeror or the directors of the Offeror or their respective agents, or EIB or its agents, as the case may be, in the exercise of any of your powers and/or authorities under this paragraph 6 in relation to your EIB Shares (as relevant);
- (g) that you submit, in relation to all matters arising out of or in connection with the Offer and the acceptance, to the jurisdiction of the Courts of Dubai and you agree that nothing shall limit the rights of the Offeror to bring any action, suit or proceeding arising out of or in connection with the Offer and acceptance in any other matter permitted by law or in any court of competent jurisdiction;
- (h) that if any part of this paragraph 6 shall be unenforceable or invalid or shall not operate so as to afford the Offeror or any director of the Offeror or their respective agents the benefit or authority expressed to be given therein, you shall with all practicable speed do all such acts and things and execute all such documents in your control that may be required to enable the Offeror and/or any director of the Offeror and/or any of their respective agents to secure the full benefits of this document and the Acceptance Form; and
- (i) subject to the Offer becoming unconditional in all respects, that the execution of the Acceptance Form and its delivery constitutes the appointment of the Offeror as your agent or attorney with an instruction to the attorney to:
- complete and execute all or any form(s) of transfer and/or other document in the attorney's discretion in relation to the EIB Shares referred to in paragraph 6(a) of these Terms and Conditions in favour of the Offeror or as the Offeror may direct;
  - deliver such form(s) of transfer and/or other documentation at the attorney's discretion relating to such EIB Shares within six months of the Offer becoming unconditional in all respects; and
  - execute all such other documents and do all such other acts and things as may in the opinion of the attorney be necessary or expedient for the purpose of, or in connection with, the acceptance of the Offer pursuant to the Acceptance Form and to vest the EIB Shares in the Offeror or as the Offeror may direct.

## 7. Receiving Bank

EIB Shareholders wishing to accept the Offer may submit a completed Acceptance Form to the below branches of the Receiving Bank.

Area	Branch	Address	Timing
Dubai	Deira Branch	Ground Floor, new Emirates NBD Building at Abra Rd, Deira, Dubai	Monday to Thursday (8:00 AM - 3:00 PM)
			Friday (8:00 AM - 12:00 PM)
			Saturday (8:00 AM - 3:00 PM)
Dubai	Jumeirah Branch	Emirates NBD Building, Al Wasl Rd Intersection, Umm Suquiem 3, Jumeirah, Dubai	Monday to Thursday (8:00 AM - 3:00 PM)
			Friday (8:00 AM - 3:00 PM)
			Saturday (8:00 AM - 3:00 PM)

Abu Dhabi	Abu Dhabi Main Branch	Ground Floor, Al Neem Building, Shaikh Khalifa street, Abu Dhabi	Monday to Thursday (8:00 AM - 3:00 PM)
			Friday (8:00 AM - 3:00 PM)
Ajman	Ajman Branch	Emirates NBD Building, Sheikh Rashid Bin Humaid St, Al Sawan, Ajman	Monday to Thursday (8:00 AM - 3:00 PM)
			Friday (8:00 AM - 12:00 PM)
			Saturday (8:00 AM - 3:00 PM)