

SPECIAL FEATURES ACCOUNTS

The Customer hereby agrees to the below Special Features -
Accounts: Phrasing/Wording

> Reference to these Special Features – Accounts shall be understood to be reference to the terms and conditions contained in the Customer's completed application form of the Account and any terms and conditions stated in any application of any other Services.

> These Special Features – Accounts and their amendments constitute an integral part of the Account opening documents and relevant Banking Service documentations offered by the Bank to the Customer.

- a) Upon closure of the customer's nominated account prior to receiving the profits due, if the profit amount due is AED 100 or less, the Bank shall, on behalf of the customer, credit any profits due on the Customer's Investment Account(s) being closed, into the Bank's Charity Account directly.

First – Special Terms And Conditions

a) Investment "Super" Savings Account

- 1) Investment Super Savings Account is a Savings Account.
- 2) The Customer can avail these benefits by opening an Investment Super Savings Account for Skywards or Investment Super Savings Account for Etihad Guest or open both accounts separately to receive Skywards/Etihad Guest Miles (as applicable).
- 3) The Customer can only receive Skywards miles on the Investment Super Savings Account for Skywards and Etihad Guest miles on the Investment Super Savings Account for Etihad Guest.
- 4) The benefits provided with the Emirates Islamic Accounts are provided purely at the discretion of the Bank and the Bank may withdraw the offer/services at any time. Furthermore, the Bank takes no responsibility for any liabilities incurred by the Customer on account of these or any benefits/services provided with the Bank Accounts.
- 5) You agree to refer to Emirates Airline, Skywards Terms & Conditions and Etihad Airways, Etihad Guest Terms & Conditions (as applicable) as communicated by Emirates Airline, Skywards and Etihad Airways, Etihad Guest and that the Bank bears no responsibility for the same or any liabilities to the customer or any other entity arising on account of the same.
- 6) The "Super" Savings Account operating, and distinguishing ratios may be changed by the Bank and will be notified to the Customer in accordance with applicable law and also displayed on the Bank's website and its branches.
- 7) Available in AED, only for individual customers for single or joint operation. Any account found being used for business purposes will be disqualified at Bank's discretion.
- 8) Skywards/Etihad Guest Miles (as applicable) are earned based on quarterly average balances or salary transfer and credited every quarter subject to Emirates Skywards / Etihad Guest number being provided by the Customer. However, in joint accounts, Skywards / Etihad Guest Miles (as applicable) will be credited to a single Skywards / Etihad Guest number.
- 9) Customers will be awarded Skywards/Etihad Guest Miles based either on the salary transfer criteria or the balance-based criteria, whichever is higher.
- 10) In addition to the clauses mentioned above, terms and conditions pertaining to Investment Savings Accounts will apply on Investment Super Savings Account.

b) Escrow Account

- 1) Escrow Account: is the bank account of real estate project in which the amounts received from off-plan units buyers or the project financier will be deposited. Escrow Account may either be Current or Deposit account(s) and they shall be additionally governed by the Escrow Agreement.
- 2) Bank reserves the right to levy an Escrow fee for handling and maintenance of Escrow Account.

c) Investment Term Deposit Account:

- 1) Profit on the deposit amount shall be due in the last day of each calendar quarter, and will be credited to the Customer's payable Account or paid as per instructions of the Customer, at the time of profit distribution i.e. maximum within forty five days of the quarter.
- 2) Profit on deposits where their maturity date is either during the month/quarter shall be paid on subsequent calendar quarter end at the time of profit distribution.
- 3) The Depositor may not draw the whole or a part of his/her/their deposit before its expiry. In special cases the management of the Bank may allow to draw the whole or a part of the deposit, and the management has the right to decide about the treatment of the deposit in such cases as set out in the account documentation.
- 4) Upon renewal of the Investment Term Deposit contract, the percentage of the realized net profit from the unrestricted Mudaraba Investment pool that the Bank shall charge as its Mudarib fee shall be subject to change as to be fixed by the Bank from time to time and will be notified to the Customer in accordance with applicable law and also be displayed on the Bank's website and its branches.
- 5) Except for the Investment Term Deposit in UAE Dirham, the Bank is not bound to repay deposits in the same currency deposited, but undertakes payment by issuing a Demand Draft or Transfer of the same currency deposited at the exchange rate prevailing as on the day of repayment of the said deposit.
- 6) The minimum limit for accepting the Investment Term Deposit or equivalent to that in other currencies shall be defined by the Bank from time to time.
- 7) The minimum term for the Investment Term Deposit will be three months.
- 8) The Bank shall issue acknowledgement of receipt/renewal of the Investment Term Deposit to the customer stating the amount deposited in customer's favour.
- 9) Bank as "Mudarib" reserves the right to deduct, if required, a certain percentage of the shares of both, the depositors and the shareholders, from the net profit in the joint investment pool for purpose of stabilization of profits. Such funds shall be deducted held and disbursed only upon instruction and prior approval of the Profit Equalization Committee of the Bank.
- 10) Terminating the unrestricted investment accounts (Investment Term Deposit Account) before maturity

First: The account holder of an unrestricted investment account (Investment Term Deposit Account all maturities) is not entitled to withdraw the amount in the account before maturity. However, in exceptional cases, the Bank may approve the premature withdrawal,

in which case, the account holder is no longer entitled to any profits and has to return all profit amounts paid to him/her in the periods preceding the date of termination of this account. The Bank may, at its own discretion, grant the account holder profits at same rate of profit paid to the investment savings account holders for every completed calendar month and in accordance with the same policy adopted for these accounts. The Bank reserves its right to change this policy whenever appropriate by notification to the Customer, in accordance with applicable law.

Second: With respect to the “**flexi**” nine months unrestricted investment account (investment Term Deposit Account), and in the case where the Bank allows the account holder to withdraw its investment amount before maturity, the treatment is as follows:

Termination before completion of three months: the account holder will be granted profits at same rate of profit paid to the investment savings account holders and as described in paragraph “**First**” above.

Termination after completion of three months or more: the account holder will be granted profit at same rate of profit paid to the account holders of three months unrestricted Investment Accounts/Investment Term Deposit Account – based on the quarterly profits paid – for every completed three months, and will be granted profits for the completed calendar months of the remaining period (less than three months) at same rate of profit paid to the investment savings account holders and as described in paragraph “**First**” above.

d) Special Investment Deposit Account

- 1) Special Investment Deposit Account is where the Depositor (Rabb al Maal) authorises the Bank (Mudarib) to invest deposit according to the unrestricted Mudaraba agreement under the principles of Islamic Shariah.
- 2) Special Investment Deposit Accounts shall be subject to the minimum average balance requirement, as decided by the management of the Bank and set out in the account documentation if the average minimum balance during a calendar quarter falls below this minimum average balance requirement, then the account shall not be entitled for payment of profit for that calendar quarter.
- 3) Drawings from Special Investment Deposit Account shall be made through Cheques issued by the Bank, written instructions or ATM Card.
- 4) Deposits in the account shall be accepted in all branches or the Bank by cash, cheques drawn on Bank's branches or Local banks, or through the Bank's ATMs/Cash Deposit Machines only. Transfers between accounts may be performed.
- 5) Funds of the Special Investment Deposit Account shall be invested according to unrestricted Mudaraba basis in the joint investing pool between the depositors and the shareholders.
- 6) At the time of account opening, the percentage of the realized net profit which the Bank shall be entitled to as Mudarib shall be as notified to the Customer in accordance with the applicable law and displayed on the Bank's website and/or displayed at the head office and its branches. If the business considerations required changing these percentages, the management of the Bank will announce this change by notification to the Customer in accordance with applicable law and also displayed on Bank's website and its

branches.

- 7) As agreed, Mudarib shall bear any loss attributable to negligence or violation of Mudaraba terms.
- 8) The percentage of the realized net profit which the Bank shall be entitled to as Mudarib shall be determined by the Bank's management and as notified to the Customer in accordance with applicable law and also displayed on the Bank's website and its branches.
- 9) The investment period in Special Investment Deposit Accounts is one calendar quarter (Three Gregorian months).
- 10) Profits of Special investment Deposit Account shall be credited to the same Account within forty five (45) days of the following quarter, unless the Customer has requested otherwise, and the Customer authorises the Bank to invest the realized profits since the credit date with the same investment terms and conditions of Special Investment Deposit Accounts.
- 11) Bank as "**Mudarib**" reserves the right to deduct, if required, a certain percentage of the shares of both, the depositors and the shareholders, from the net profit in the joint investment pool for purpose of stabilization of profits. Such funds shall be deducted, held and disbursed only upon instruction and prior approval of the Profit Equalization Committee of the Bank.

e) Child Savings Account

Child Savings Account is a Mudarabah-based Savings Account. All terms and conditions pertaining to Investment Savings Accounts will apply on Child Savings Account.

Child Savings Account might be assigned different operating and distinguishing ratios at bank's by notification in accordance with applicable law compared to ratios assigned to Investment Savings Account. Child Savings Account features are mentioned on emiratesislamic.ae and are subject to change at bank's discretion.

f) Value Accounts:

- 1) Definition: Value Account is an investment Account where deposits are invested as per Mudaraba which is a form of Islamic partnership where funds will be provided by one party known as Rab-al-Mal with effort and management of the fund by the Mudarib. Profits are distributed as agreed upon.
- 2) Value Account shall be subject to the minimum balance requirement as set out in the account documentation or as otherwise notified by the Bank and if the balance in the Account, on any day during the month falls below this minimum balance requirement then the entire balance in the Account shall not participate in the investment during the month.
- 3) Drawings from Value Account shall be made through ATM/debit cards. Deposits in the Account shall be accepted in all branches of the Bank by cash through the Banks ATMs/ cash deposit machines only. Transfers between Accounts may be performed and pay orders/demand drafts may be issued.
- 4) The Bank shall not issue a cheque book to Value Account holders.

- 5) The Bank may at its discretion restrict/limit the number of drawings (withdrawals), permissible during a calendar month on this Account, and in case the number of withdrawals exceed the number of transactions as set by the Bank Fee Schedule, The Bank may levy a service charge for each transaction exceeding this limit as set out in the Bank Fee Schedule. And the Bank may even decide that entire balance for that month shall not participate in the joint common Mudaraba investment pool.
- 6) The Bank as Mudarib according to the unrestricted Mudaraba provisions will invest the funds in the Value Accounts if the minimum monthly balance available in the Account.
- 7) Funds of the Value Account shall be invested according to unrestricted Mudaraba basis in the joint investing pool between the depositors and the shareholders. The Bank shall invest the Value Accounts balances, and the net profits from the joint investment pool shall be distributed between depositors and shareholders according to their respective shares. The Bank as Mudarib shall be entitled to a percentage of the realized net profit. At the time of Account opening the percentage of the realized net profit which the Bank shall be entitled to as Mudarib shall be notified to the Customer in accordance with the applicable law and also displayed on the Bank's website and its branches. As agreed, Mudarib shall bear any loss attributable to negligence or violation of Mudaraba terms. If the business considerations required changing these percentages, the management of the Bank will announce this change, which shall be notified to the Customer in accordance with the applicable law and also displayed on the Banks' website and its branches.
- 8) The percentage of the realized net profit (if any), which the Bank shall be entitled to as Mudarib shall be determined by the Bank's management and as notified to the Customer in accordance with applicable law and also displayed on the Bank's website and its branches.
- 9) The investment period in Value Accounts is one calendar quarter (Three Gregorian months). Commencing from the 1st day of the month, unless the whole or part of the balance is drawn whenever he/she desires. In all such cases the he/she shall be subject to the profits for the period prior to the withdrawal date, and will not earn profits of the month where the whole balance was drawn.
- 10) Profits of Value Account shall be credited to the same Account within forty five days of the following quarter, unless the Customer has requested otherwise, and the Customer authorises the Bank to invest the realized profits since the credit date with the same investment terms and conditions of Value Account.
- 11) Bank as "Mudarib" reserves the right to deduct, if required, a certain percentage of the shares of both, the depositors and the shareholders, in the joint investment pool for purpose of stabilization of profits. Such funds shall be deducted, held and disbursed only upon instruction and prior approval of the Profit Equalization Committee of the Bank.
- 12) The Value Account operating and distinguishing ratios may be changed by the Bank at its and will be notified to the Customer in accordance with applicable law and also displayed on the Bank's website and its branches. Higher balances in Value Accounts may be assigned higher weightage in operating and distinguishing ratio by the Bank for higher profit share for the Value Account holder from the Pool.

i) **High Value Salary Account:**

- 1) Definition: High Value Salary Account is a type of value Account which is an investment Account where deposits are invested as per Mudaraba which is a form of Islamic partnership where funds will be provided by one party known as Rab-al-Mal with effort and management of the funds by the Mudarib. Profits are distributed as agreed upon.
- 2) High Value Salary Account shall be subject to the minimum balance requirement and minimum salary transfer requirement as disclosed in the account documentation and if the balance in the Account, on any day during the month falls below this minimum balance requirement or if the Salary is not transferred in the month then the Bank reserves the right that entire balance in the Account shall not participate in the investment during the month.
- 3) Drawings from High Value Salary Account shall be made through ATM/Debit Cards. Deposits in the Account shall be accepted in all branches of the Bank by cash or through the Banks ATMs/cash deposit machines only.
- 4) The Bank shall not issue a cheque book to High Value Salary Account holders.
- 5) The Bank may at its discretion restrict/limit the number of drawings (withdrawals), permissible during a calendar month on this Account, and in case the number of withdrawals exceed the number of transactions as set out in the Bank Fee Schedule, The Bank may levy a service charge for each transaction exceeding this limit as set out in the Bank Fee Schedule. And the Bank may even decide that entire balance for that month shall not participate in the joint common Mudaraba investment pool. The limits will be set out in the Bank Fee Schedule, in accordance with applicable law.
- 6) The Bank as Mudarib according to the unrestricted Mudaraba provisions will invest the funds in the High Value Salary Accounts if the minimum monthly balance available in the Account.
- 7) Funds of the Value Account shall be invested according to unrestricted Mudaraba basis in the joint investing pool between the depositors and the shareholders of the Bank. The Bank shall invest the High Value Salary Accounts balances, and the net profits from the joint investment pool shall be distributed between depositors and shareholders according to their respective shares. The Bank as Mudarib shall be entitled to a percentage of the realized net profit. The percentage of the realized net profit which the Bank shall be entitled to as Mudarib shall be notified to the Customer in accordance with applicable law and also displayed on the Banks' website and its branches. As agreed, Mudarib shall bear any loss attributable to negligence or violation of Mudaraba terms. If the business considerations require changing these percentages, the management of the Bank will announce this change, which shall be notified to the Customer in accordance with applicable law and also displayed on the Banks' website and its branches.
- 8) The percentage of the realized net profit which the Bank shall be entitled to as Mudarib shall be determined by the Bank's management and as notified to the Customer in accordance with applicable law and also displayed on the Bank's website and its branches. The investment period in High Value Salary Accounts is

one calendar quarter (Three Gregorian months). Commencing from the 1st day of the month, unless the whole or part of the balance is drawn whenever he/she desires. In all such cases he/she shall be subject to the profits for the period prior to the withdrawal date, and will not earn profits of the month where the whole balance was drawn.

- 9) Profits of High Value Salary Account shall be credited to the same Account within forty five days of the following quarter, unless the Customer has requested otherwise, and the Customer authorises the Bank to invest the realized profits since the credit date with the same investment terms and conditions of High Value Salary Account.
- 10) Bank as “Mudarib” reserves the right to deduct, if required, a certain percentage of the shares of both, the depositors and the shareholders in the joint investment pool for purpose of stabilization of profits. Such funds shall be deducted, held and disbursed only upon instruction and prior approval of the Profit Equalization Committee of the Bank.
- 11) The High Value Salary Account operating and distinguishing ratios may be changed by the Bank and will be notified to the Customer in accordance with applicable law and also displayed on the Bank’s website and its branches. Higher weightage in operating and distinguishing ratio might be assigned to High Value Salary Account so that higher profit share may be assigned to High Value Salary Account subject to the Account holder transferring his Salary. Otherwise Value Account based weightage would be applicable.

j) Kunooz Millionaire Account

- 1) Definition: Kunooz Millionaire Account is an investment Account where deposits are invested as per Mudaraba and qualified depositors are entitled to be part of prize draw. Kunooz is Mudaraba based Account which is a form of Islamic partnership where funds will be provided by one party known as Rab-al-Mal with effort and management of the funds by the Mudarib. Profits are distributed as agreed upon.
- 2) Kunooz Millionaire Account holders can win gifts/prizes based on their balances in their Kunooz Millionaire Accounts.
- 3) Winners of Gifts/Prizes are selected through lucky draw.
- 4) Bank has the right to change the terms and conditions for lucky draw and/or the gifts/prizes associated with the draw including but not limited to prize frequency and prize value by notification to the Customer, in accordance with applicable law. The terms and conditions specific to Kunooz Millionaire Account are mentioned separately and are available on the Bank’s website.
- 5) Kunooz depositor does not pay any fee for entering lucky draw but he/she needs to comply with conditions as given for prize winners.
- 6) Kunooz Millionaire Account shall be subject to the minimum balance requirement as decided by the management of the Bank and if the balance in the Account, on any day during the month, falls below this minimum balance requirement then the entire balance in the Account shall not participate in the investment during the month.
- 7) The Bank shall not issue a cheque book to Kunooz Millionaire Account holders. ATM/Debit Card shall be issued to the Kunooz Millionaire Account holders to enable them to utilise the ATM/debit card services.

- 8) The cash withdrawal slips available at the Bank must be used in making all withdrawals from the Account.
- 9) The Bank may at its discretion restrict/limit the number of drawings (withdrawals), permissible during a calendar month on this Account, and in case the number of withdrawals exceed the number of transactions as set out in the Bank Fee Schedule, The Bank may levy a service charge for each transaction exceeding this limit as set out in the Bank Fee Schedule. And the Bank may even decide that entire balance for that month shall not participate in the joint common Mudaraba investment pool. The limits will be set out in the Bank Fee Schedule or as may be notified to the Customer in accordance with applicable law.
- 10) The Bank should be informed immediately upon the loss/theft of the ATM/Debit Card. The Customer shall bear all consequences occurring in the period between the loss/theft and the time the Bank is officially notified.
- 11) The Bank as Mudarib according to the unrestricted Mudaraba provisions will invest the funds in the Kunooz Millionaire Accounts if the minimum monthly balance is available in the Account.
- 12) Funds of the Kunooz Millionaire Account shall be invested according to unrestricted Mudaraba basis in the joint investing pool between the depositors and the shareholders of the Bank. The Bank shall invest the Kunooz Millionaire Accounts balances, and the net profits from the joint investment pool shall be distributed between depositors and shareholders according to their respective shares. The Bank as Mudarib shall be entitled to a percentage of the realized net profit. At the time of Account opening, the percentage of the realized net profit which the Bank shall be entitled to as Mudarib shall be notified/displayed at the head office and its branches. As agreed, Mudarib shall bear any loss attributable to negligence or violation of Mudaraba terms. If the business considerations require changing these percentages, the management of the Bank will announce this change, which shall be notified in accordance with applicable law.
- 13) The percentage of the realized net profit Which the Bank shall be entitled to as Mudarib shall be determined by the Bank's management and as notified to the Customer in accordance with applicable law and also displayed on the Bank's website and its branches.
- 14) The investment period in Kunooz Millionaire Accounts is one calendar quarter (Three Gregorian months). Commencing from the 1st day of the month, unless the whole or part of the balance is drawn whenever he/she desires. In all such cases he/she shall be subject to the profits for the period prior to the withdrawal date, and will not earn profits of the month where the whole balance was drawn.
- 15) Profits of Kunooz Millionaire Account shall be credited to the same Account within forty five days of the following quarter, unless the Customer has requested otherwise, and the Customer authorises the Bank to invest the realized profits since the credit date with the same investment terms and conditions of Kunooz Millionaire Account.
- 16) Bank as "Mudarib" reserves the right to deduct, if required, a certain percentage of the shares of both, the depositors and the shareholders in the joint investment pool for purpose of stabilization of profits. Such funds shall be deducted, held and disbursed only upon instruction and prior approval of the Profit Equalization Committee of the Bank.
- 17) The Kunooz Millionaire Account operating and distinguishing ratios may be changed by the Bank and will be notified to the Customer in

accordance with applicable law and also displayed on the Bank's website and its branches as.

- 18) By applying for Credit Card/Personal Finance/Vehicle Finance/Home Finance/Account opening, the Bank (Subject to the Bank's policies as amended from time to time) will open a Kunooz Millionaire Account (Kunooz Millionaire Account) in the name of the Customer. In the event that the Customer's Credit Card/Personal Finance/Vehicle Finance/ Home Finance/Account opening request is declined, the Customer may still enjoy benefits of Kunooz Account for free for first three months, after which the Customer would be required to maintain AED 3000/- balance in the account otherwise the relevant monthly account charges will apply. If The Customer's Kunooz Millionaire Account has a zero balance at the end of the three month period the Bank will close the Customer's Kunooz Millionaire Account and all the relevant services associated with it.

k. StockTradingAccount – NR:

Definition: Stock Trading Account – NR is a Wakala based Savings Account

1) Profit Calculation

- 1.1. The Daily Expected Profit shall be equal to the Daily Investment Amount multiplied by the Daily Expected Profit Rate.
- 1.2. The Investment slabs shall be "AED 3,000 and above".
- 1.3. Subject to Clause 1.4, the Profit Accrual Period for the Account is one Calendar Quarter.
- 1.4. The Expected Profit shall not accrue for whole of the relevant Calendar Quarter if the minimum balance is not maintained.
- 1.5. The Expected Profits arising from the Account shall be credited to the Account no later than the 28th day of the month following the Calendar Quarter for which the profit is being distributed (Profit Distribution Date).
- 1.6. No profits are paid out on accounts held in any currency other than AED and USD.

2) Other Conditions

- 2.1. All terms and conditions of Wakala Account shall be applicable to the Stock Trading Account – NR.
- 2.2. No cheque book or an ATM/Debit Card will be issued to Stock Trading Account – NR holders.
- 2.3. No utility or credit card payments or standing instruction can be set up on the Stock Trading Account – NR.

l. SecuritiesTradingAccount For Finance Against Securities:

Definition: Securities Trading Account For Finance Against Securities is a Wakala Savings Account opened for the Bank's Wealth Management customers who avail finance facilities against pledge of their marketable securities (Cash, deposits, Gold certificates, Sukuk, Structured products, funds etc.).

1) Profit Calculation

- 1.1 The Daily Expected Profit could be equal to the Daily Investment Amount multiplied by the Daily Expected Profit Rate.
- 1.2 The Investment slabs shall be "AED 3,000 and above".
- 1.3 Subject to Clause 1.4, the Profit Accrual Period for the Account is one Calendar Quarter.
- 1.4 The Expected Profit shall not accrue for whole of the relevant Calendar Quarter if the Minimum Balance is not maintained.

- 1.5 Expected Profits arising from the Account shall be credited to the Account no later than the 28th day of the month following the Quarter for which the profit is being distributed (Profit Distribution Date).
- 1.6 No profit is paid out on accounts held in any currency other than AED and USD.

2) Other Conditions

- 2.1 The credit balance in Securities Trading Account For Finance Against Securities forms part of the security against the financing availed by the Customer.
- 2.2 All terms and conditions of Wakala Account shall be applicable to the Securities Trading Account For Finance Against Securities.
- 2.3 No cheque book or an ATM/Debit Card will be issued to holders of the Securities Trading Account For Finance Against Securities.
- 2.4 No utility or credit card payments or standing instruction can be set up on the Securities Trading Account For Finance Against Securities.
- 2.5 The Securities Trading Account For Finance Against Securities can be debited with explicit approval from the Wealth Management Department of the Bank.
- 2.6 No funds withdrawal or debits transactions are allowed on the Securities Trading Account For Finance Against Securities through online/mobile/POS/ATM and CDM channels.

m. Securities Trading Account For Finance Against Shares

Definition: Securities Trading Account For Finance Against Securities is a Wakala based Savings Account opened for the Bank's Wealth Management customers who avail finance facilities against pledge of their marketable securities (Kept under custody of Emirates NBD securities or any other broker/agent assigned by the Bank or with the DFM/ADX (Dubai Financial Markets/Abu Dhabi Securities Exchange)).

1) Profit Calculation

- 1.1 The Daily Expected Profit could be equal to the Daily Investment Amount multiplied by the Daily Expected Profit Rate.
- 1.2 The Investment slabs shall be "AED 3,000 and above".
- 1.3 Subject to Clause 1.4, the Profit Accrual Period for the Account is one Calendar Quarter.
- 1.4 The Expected Profit shall not accrue for whole of the relevant Calendar Quarter if the Minimum Balance is not maintained.
- 1.5 Realized Profits (if any) arising from the Account shall be credited to the Account no later than the 28th day of the month following the Quarter for which the profit is being distributed (Profit Distribution Date).
- 1.6 No profit is paid out on accounts held in any currency other than AED and USD.

2) Other Conditions

- 2.1 The credit balance in Securities Trading Account For Finance Against Securities forms part of the security against the financing availed by the Customer.
- 2.2 All terms and conditions of Wakala Account shall be applicable to the Securities Trading Account For Finance Against

Securities.

- 2.3 No cheque book or an ATM/Debit Card will be issued to holders of the Securities Trading Account For Finance Against Securities.
- 2.4 No utility or credit card payments or standing instruction can be set up on the Securities Trading Account For Finance Against Securities.
- 2.5 The Securities Trading Account For Finance Against Securities can be debited with explicit approval from the Wealth Management Department of the Bank.
- 2.6 No funds withdrawal or debits transactions are allowed on the Securities Trading Account For Finance Against Securities through online/mobile/POS/ATM and CDM channels.

n. Custody Cash Account:

Definition: Custody Cash Account is a Wakala based Savings Account

1) Profit Calculation

- 1.1. The Daily Expected Profit shall be equal to the Daily Investment Amount multiplied by the Daily Expected Profit Rate.
- 1.2. The Investment slabs shall be "AED 3,000 and above".
- 1.3. Subject to Clause 1.4, the Profit Accrual Period for the Account is one Calendar Quarter.
- 1.4. The Expected Profit shall not accrue for whole of the relevant Calendar Quarter if the minimum balance is not maintained.
- 1.5. The Expected Profits arising from the Account shall be credited to the Account no later than the 28th day of the month following the Calendar Quarter for which the profit is being distributed (Profit Distribution Date).
- 1.6. No profits are paid out on accounts held in any currency other than AED and USD.

2) Other Conditions

- 2.1. All terms and conditions of Wakala Account shall be applicable to the Custody Cash Account.
- 2.2. No cheque book or an ATM/Debit Card will be issued to Custody Cash Account holders.
- 2.3. No utility or credit card payments or standing instruction can be set up on the Custody Cash Account.

o. Emarati Family Savings Account:

Definition: Emarati Family Savings Account is a Wakala Savings Account

1) Profit Calculation

- 1.1 The Daily Expected Profit shall be equal to the Daily Investment Amount multiplied by the Daily Expected Profit Rate.
- 1.2 The Investment slabs shall be "AED 3,000 and above".
- 1.3 Subject to Clause 1.4, the Profit Accrual Period for the Account is one Calendar Month.
- 1.4 The Expected Profit shall not accrue for whole of the relevant Calendar Month if the Minimum Balance is not maintained.
- 1.5 Realized Profits arising from the Account (if any) shall be credited to the Account no later than the 28th day of the month following the Month for which the profit is being distributed (Profit Distribution Date).
- 1.6 Profit will be paid based on the average balances held in the Emirati Family Savings Accounts of all family members. The profit Emirates Islamic Bank (P.J.S.C.) is licensed by the Central Bank of the UAE.

will be credited to each Emirati Family Saving Account based on the average balances maintained in their respective accounts.

Second – Profit Equalization Reserves

a) DEFINITIONS AND INTERPRETATION

The below clauses in this section shall be applicable to all accounts based on Mudaraba and Wakala.

Definitions: In these Special Features – Accounts, the following terms shall have the following meanings:

“Investment Deposit Account” means the deposit Account (Term Deposit Account) based on Mudarabah opened and maintained by the Customer with the Bank for a pre-specified period.

“Investment Risk Reserve” means the aggregated amounts that are deducted from the profit share of the depositors (after deducting the Mudarib share/ Agent (Wakil) fee/ and after allocating the Mudarib’s profit share) in order to maintain a certain level of reserve to cushion against future losses incurred by the depositors. (for avoidance of doubt, this includes the shareholders’ funds being part of the Common Pool).

“Profit Equalization Reserve” means the aggregated amounts that are deducted from the profit of the Common pool maintained by the bank (prior deducting the Mudarib share and Agent (Wakil) fee) in order to maintain a certain level of return on investment for the depositors and the bank.

“TAKHARUJ” means the sale of the depositors’ common share in the assets of Common Pool (i.e. general pool), Profit Equalization Reserves, Investment Risk Reserves, profit (if any), provisions and others, and the amount received by the depositors from the Common Pool shall be considered as the return of Takharuj.

“Weightings” means weightings or weights on which the Mudarabah Accounts Holders and Wakala Accounts Holders Share in the Profit is distributed among the Mudarabah Accounts holders.

Third – Investment and Allocation of Profits

The Mudarabah Accounts Holders and Wakala Account Holders authorize the Bank, to retain, if required, a certain percentage of the Mudarabah Accounts Holders Profit of the realized profits (if any), due to be allocated to in the Investment Risk Reserves but shall not exceed certain percentage of such share as the percentage applied and declared by the Bank, if any, upon approval by the Bank’s Profit Equalization Committee on the same, for the purposes of protecting against the future loss for which the Bank shall not be liable and maintaining the stability and sustainability

of the regular allocation of the profits on the Mudarabah Accounts Holders as per the market rates in the future under the following controls:

The balance of the Investment Risk Reserves, shall always remain the right of the Mudarabah Accounts Holders and Wakala Account Holders owning the Mudarabah and Wakala accounts, as respectively relevant to such accounts, in the Bank at any time and the Bank shall not have the right to deduct for itself any amount of this balance, and at the liquidation of the Bank the said reserve balance shall be allocated to the Mudarabah and Wakala Accounts Holder existing at that time. If anything remained thereof, it shall be dispensed in charities under the supervision of the Internal Shariah Supervision Committee.

Upon the allocation of the Investment Risk Reserves or any part thereof to the Mudarabah and Wakala accounts holders, such allocation shall be made according to the Weightings or on pro rata basis or in any other manner as may have been agreed between the Bank and the Customer at the Account opening date, any accounts or category shall not receive more than what it deserves in accordance with that.

To facilitate the matter, it is allowable to establish a sub Investment Risk Reserve for each kind, type or category of the Mudarabah and Wakala accounts according to the aforesaid rules.

The Mudarabah and Wakala Accounts Holders shall authorize the Bank to invest The Investment Risk Reserve balances in the banks' Common Pool under the same Terms and Conditions

The Accounts Holders shall authorize the Bank, to retain, if required, part of the Profit of the (Common pool Profits) of the realized profits (if any), due to be allocated to the Accounts Holders and the Bank in the Profit Equalization Reserves but shall not exceed certain percentage of such profits which shall be the percentage applied and declared by the Bank, if any, upon approval by the Bank's Internal Shariah Supervision Committee on the same, for the purposes of maintaining the stability and sustainability of the regular allocation of the profits on the Accounts Holders as per the market rates in the future under the following roles:

1. At all times, the balance of the Profit Equalization Reserves shall remain the right of the Accounts Holders owning the Mudarabah and Wakala Accounts and the Bank. The Bank shall not be the sole owner of such Profit Equalization Reserves, and in case of liquidation of the Bank, the said reserve account shall be allocated to the Accounts Holders existing at that time. If anything remained thereof, it shall be dispensed in charities as should be determined by the Internal Shariah Supervision Committee.
2. The Accounts Holders shall authorize the Bank to invest Profit

Equalization Reserves balances in the banks Common Pool under the same Terms and Conditions

3. Upon the allocation of the Profit Equalization Reserves or any part thereof to the Mudarabah and Wakala Accounts Holders, such allocation shall be made as per the Mudrabah and Wakala Profit allocation principles.
4. The Accounts Holders shall authorize the Bank to pay the Zakat of the Investment Risk Reserves balance and their respective share in the Profit Equalization Reserves balance and dispense the same as may be determined by the Internal Shariah Supervision Committee.

The Bank is not bound to accept the closure of the Investment Deposit Account liquidation and withdrawal of the deposit request from the Customer before the expiry of the Investment Period. In special cases the Bank may allow withdrawal of the deposit prior to the expiry of the investment period in consideration of Takharuj amount to then be agreed upon as may be accepted by the Bank. If the deposit profit was calculated for the month(s) preceding the month in which Takharuj is made and has not yet paid to the Customer, the same shall be paid to the Customer at the time of Takharuj except for such amounts due to the Customer in the Investment Risk Reserves or in the Profit Equalization Reserves as the same shall be included in the Takharuj.