

**Documentation required**

**FOR RESIDENT RELATIONSHIP**

1. Valid colored passport copy and copy of UAE visa page .....
2. Valid colored copy of UAE Emirates Identity card .....
3. Address verification proof: (any one of the below)
  - (a) Recent (not older than 3 months) utility bill in the name of applicant .....
  - (b) Valid lease agreement or tenancy contract.....
4. If salaried, letter from employer confirming salary, job title and date of joining .....
5. Income proof (letter from employer with details / business ownership documents)....
6. Recent (last 3 months) bank statement confirming source of funds .....
7. Common Reporting Standard (CRS) self-certification form .....
8. Self-Certification of US Person Status form .....
9. Copy of a document confirming Tax Identification Number (TIN) .....
10. Signed Key Fact Statement (KFS) .....

**ACCOUNT CATEGORY**

Choose any one from below:

General

Salary / Enterprise (company name)

\_\_\_\_\_

\_\_\_\_\_

Linked to Business relationship?

Yes (if yes account no. / Company name)  No

\_\_\_\_\_

\_\_\_\_\_

**FOR NON-RESIDENT RELATIONSHIP**

1. Valid colored passport copy and with UAE entry stamp.....
2. Recent (not older than 3 months) utility bill in the name of applicant .....
3. Last 12 months bank statement confirming source of funds.....
4. Income proof (letter from employer with details / business ownership documents)....
5. If self-employed, details of ownership (any one: Incorporation Documents, Trade License, Balance Sheet, etc ).....
6. If salaried, letter from employer confirming salary, job title and date of joining .....
7. Common Reporting Standard (CRS) self-certification form .....
8. Self-Certification of US Person Status form .....
9. Copy of a document confirming Tax Identification Number (TIN) .....
10. W9 Form alongwith US Social Security Number or US Individual TIN to be provided to confirm TIN (applicable for US Persons i.e. Nationals/Citizens/ Residents/Green Card holders .....
11. Zero-rate VAT form .....
12. Signed Key Fact Statement (KFS) .....

**HBZ NETWORK**

Do you have any existing Banking relationship within the HBZ Group?

Canada  Hong Kong

Kenya  Pakistan

South Africa  Switzerland

UK

**PEOPLE OF DETERMINATION**

Yes  No

- Notes:**
1. I/We, understand and consent that the above requirements are subject to change without any prior notice and the Bank can ask for additional documents as necessary.
  2. All/Part of the documents submitted will need to be verified against originals.

\_\_\_\_\_

Applicant 1

\_\_\_\_\_

Applicant 2

**FOR OFFICE USE**

Completed by Branch \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date    /    /    /    /    /   

Checked by CAO:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date    /    /    /    /    /







**Part A : Terms & Conditions**

**Note:** *Habib Bank AG Zurich is also referred to as "HBZ Or the Bank" in the text below.*

1. The Customer acknowledges and agrees that no Account/s will be opened until all of the required documentation is submitted to Habib Bank AG Zurich (HBZ).
2. The Bank reserves the right to refuse or close the account at any time, if any information provided by the customer is found to be incorrect/misleading or for any other reason at the absolute and unfettered discretion of the Bank.
3. **Schedule of Charges**
  - i) The Customer acknowledges receipt of the "Schedule of Charges (SOC)" and understands that the fees and charges set out therein may be revised from time to time by Habib Bank AG Zurich. HBZ shall provide prior notice of such revision to the Customer.
  - ii) The Customer agrees that HBZ reserves the right to charge the Customer the Fees stated in the Schedule of Charges at such rate as applicable from time to time by debiting the Customer's Account for such Fees.
4. **Statement of Account**

Unless the Customer instructs in writing to the Bank otherwise, the Bank will provide statements every month, by post or electronically showing all amounts added to or taken from the Customer account since the previous statement. The Customer must check the statement carefully and inform the Bank within 30 days of the date of dispatch of the statement if the statement contains any discrepancies. Failure to notify the Bank of the discrepancy within the 30-day period will make the statement final and will be treated as conclusive evidence in respect of the period of time to which it relates.
5. **Cheque Book**
  - i) HBZ may issue a cheque book to enable the Customer to operate the Account. Such cheque book/s may only be issued to Customers who are resident in the UAE. Customers who are or who subsequently become non-residents of the UAE are not eligible for the issuance or utilization of cheque books.
  - ii) The Customer may request HBZ to issue a cheque book provided that the Customer shall pay all costs related to the issuance of such a cheque book. Cheque books issued by HBZ may be sent by regular mail and/or courier to the Customer or made available for collection by the Customer or his authorized representative from the branch at which the Account is maintained. If the Customer chooses to have cheque books delivered, he/she shall be liable for any loss or damage resulting from any failure or delay in the delivery of the cheque book to him/her.
  - iii) The Customer hereby agrees to keep the cheque book in safe custody and to avoid any misuse of or fraudulent actions using the cheques book by third parties. The Bank will not be responsible for encashment of any cheque stolen or otherwise improperly obtained from the cheque book issued to any account holder.
  - iv) In the event of loss or theft of the cheque book or an individual cheque(s), the Customer agrees that he shall promptly notify the competent authorities to obtain an order issued to HBZ to stop payment on any lost or stolen cheque(s).
  - v) The Customer acknowledges that he/she shall bear any loss and/or damage arising out of any payments made by HBZ on such lost cheques which prima facie comply with legal and/or customary banking requirements and regulations.
  - vi) HBZ shall have the right to refuse to pay the value of a cheque, drawing and payment orders drawn on the Account if the balance is not sufficient, even if the Customer has credit balance in any other accounts maintained with HBZ.
6. **Debit Card & PIN**
  - i) The Customer may collect the Debit Card from the Bank or at the risk of the Customer the Debit Card may be sent by post to the address notified by the Customer to the Bank. The Bank may at its discretion require that the Customer complete procedures in order to activate the Debit Card. Until such procedures have been completed, no transactions may be undertaken with the Debit Card. Upon receipt of an Debit Card, the Customer or authorized user shall sign the Debit Card.
  - ii) The Customer may utilize the Debit Card for cash withdrawals or for purchases (at merchant) or online within the daily and/or other limits set by the Customer or prescribed by HBZ at its sole discretion. HBZ may, at its sole discretion, change the daily cash withdrawal and purchase limit(s) with immediate effect.
  - iii) The Customer agrees that: a) The Customer shall set the PIN by either calling the Phone Banking service provided by the bank or via the HBZweb banking. b) The Customer shall not disclose the PIN to any person and shall take all possible care to prevent disclosure of the PIN by any person. c) The Customer shall be fully liable to the Bank for all transactions made with the PIN/OTP whether with or without the knowledge or authorization of the Customer.
  - d) The Customer shall take all reasonable precautions to prevent the loss or theft of the Debit Card.
7. **Joint Account**
  - i) HBZ may open account on the name of two or more Customers (Joint account), all the Account operation instruction shall be given to HBZ by the Customers (including without limitation withdrawal from the Account by the Joint Account holders or the authorized signatories of the Account) as specified in the Account opening documents. The Joint Account holder hereby accepts and ratify all the transactions carried out by HBZ pursuant to such instructions; ii) In the event of the demise of a Joint Account holder, the other Account holder must give a written notice to HBZ no later than ten days from the date of death or loss of capacity. HBZ shall from the date of advising it with death or loss of capacity suspend the withdrawal from the Account and apply what is stated in Commercial Transactions Law No. 50 of 2022 as amended from time to time.
8. **HBZ Web Service**
  - i) By using HBZweb Banking, the Customer has accepted and agreed to be bound by the Terms and Conditions governing the HBZweb Service;
  - ii) The Customer irrevocably and unconditionally accepts as binding any transaction and/or instruction made or given in connection via HBZ web service at the Customer's own risk and responsibility. HBZ's records of any transaction or instructions processed in connection with this shall constitute binding and conclusive evidence of such transaction or instruction for all purposes.
9. **Foreign Exchange:**

The Customer authorises the Bank to conduct any foreign exchange transactions the Bank may deem necessary to carry out the Instructions, and the Customer agrees to assume all risks associated with foreign exchange and currency conversion.

**FOR OFFICE USE**signature \_\_\_\_\_  
Verified by \_\_\_\_\_

**10. Tax Liability & U.S. Persons**

i) The Customer understands that it is the Customer's responsibility to seek legal and tax advice regarding the legal and tax consequences of transactions. If the Customer changes residence, citizenship, nationality or place of work, it is the Customer's responsibility to understand how transactions are affected by such change and comply with all applicable laws and regulations as and when such becomes applicable. The Customer understands that the Bank does not provide legal and tax advice and is not advising the Customer on the laws pertaining to the transactions; ii) The Customer agrees that if the Customer is, or becomes, a national, resident or taxpayer of the United States of America, the Customer will promptly notify HBZ of change of tax status. HBZ has the right to disclose to government authorities in the United States of America details of all transactions in the relationship without the Bank incurring any obligation or liability in respect of such disclosure or the accuracy thereof.

**11. Right to Set-off**

i) In addition The Customer agrees that HBZ reserved the right to charge the Customer the Fees stated in the Schedule of Charges at such rate as applicable from time to time by debiting the Customer's Account for such Fees. any right of set off conferred by the law to HBZ, the Customer agrees that HBZ may in its absolute discretion at any time and without notice, combined and consolidate all or any Accounts of the Customer with HBZ of whatsoever description and wherever located and whether in AED or any other currency and set-off and transfer any funds available to settle any of the Customer's obligations to HBZ; ii) All securities and property held by HBZ in the Customer's name, including time deposits, may be held as security for the payment of any amounts due to HBZ from the Customer.

**12. Confidentiality**

The Customer acknowledges and accepts the considerable risks of disclosure involved in carrying out transactions. In addition, the Customer is aware that secrecy is not guaranteed with the use of any form of electronic systems. The Customer acknowledges and accepts that all instructions provided by the Customer shall be processed based on such understanding and agreement between the Customer and the Bank. The Customer shall not under any circumstances whatsoever, hold the Bank and/or any third parties nominated by it to perform/ provide Services to be responsible or liable in the event that the Customer is unable to access Service and/or have his/her Instructions processed in a timely manner.

**13. Force Majeure**

The Bank shall not be liable for non-performance, error, interruption or delay in the provision of the Services or performance of its obligations if such non-performance is in whole or in part, directly or indirectly due to an event or cause beyond its reasonable control which includes without limitation-

- a) acts of God, nature, floods, lightning, fire, earthquakes and other natural disasters;
- b) judgments, legislation, acts, orders, directives, policies, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any court, governmental, parliamentary and/or regulatory authority imposed or to be imposed after the fact;
- c) power failure, acts of defaults of any telecommunications network operators or telecommunications carriers;
- d) acts of omission of any third party service provider or a party for whom the Bank is not responsible.

**14. Transactions posted in error**

HBZ reserves the right and the Customer does hereby authorize HBZ to debit the Customer's Account including the right to overdraw the Customer's Account with respect to any funds credited due to transaction posting error credited to the Customer's Account due to a computer system error, technical error or malfunction, human error, clearing system error or any other reason, without any liability and/or claim arising against HBZ and without a debit authority.

**15. Cooling-off Period**

When an agreement has been reached between the Bank and the Customer to avail a banking product, the Bank will offer the Customer a Cooling-Off Period after the signing of the contractual agreement during which time the Customer has the right to withdraw from the product. The standard Cooling-Off period wherever applicable is 5 business days.

**16. Account Closure**

i) Any account holder wishing to close the account must request the Bank in writing signed by the account holder(s) and surrender unused cheques and debit card, if any; ii) The Bank will always have the right, at its absolute and unfettered discretion, to close any account and terminate any type of relationship with the account holder/depositor at any time.

17. The Bank reserves the right to amend, delete or supplement or make changes in these Terms and Conditions / General Rules or withdraw any change in particular category of its accounts or service, either wholly or partially, including with limitations, the charges leviable in respect of any of them, at any time and from time to time at its sole and unfettered discretion. Such changes shall be effective from such date as specified by the Bank. The account holder hereby agrees to accept all of them and undertakes to abide by them.

**18. Governing Law & Jurisdiction**

- i. This Terms and Conditions thereof shall be governed by and construed in accordance with the laws of the UAE to the extent that they are not in contradiction with Islamic Shariah. Islamic Shariah is refers to ( in relation to Shariah compliant Banking Services) the following:
  - a. AAOIFI Shariah Standards,
  - b. resolutions, fatwas, regulations, and standards issued by the Higher Shariah Authority ("HSA's Resolutions"), and
  - c. resolutions and fatwas issued by ISSC of the Bank ("the Committee's Resolutions"), provided they do not contradict HSA's Resolutions.
- ii. The Customer and each Authorized User irrevocably waives any objection which it might now or hereafter have to the courts referred to in this clause being nominated as the forum to hear and determine any suit, action or proceeding and to settle any disputes which may arise out of or in connection with these Terms and Conditions made hereunder and agrees not to claim that any such court is not a convenient or appropriate forum.
- iii. Submission to the jurisdiction of the courts of the Emirate of Dubai, UAE shall not limit the right of the Bank to bring proceedings against the Customer or any Authorized User in any other court of competent jurisdiction nor shall taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

**FOR OFFICE USE**

signature \_\_\_\_\_  
 Verified by \_\_\_\_\_



