

International  
Banking

# Dubai International Financial Centre Terms





These Dubai International Financial Centre (“**DIFC**”) terms apply to International Banking clients of the DIFC branch of Barclays Bank PLC (“**Barclays DIFC**”). They form an agreement between you and Barclays DIFC (the “**Agreement**”). This Agreement constitutes a client agreement for the purposes of the Conduct of Business Module of the Dubai Financial Services Authority (“**DFSA**”) Rulebook and will come into force on the later of (i) when you sign it and return a copy to Barclays DIFC or (ii) when we send you a letter to confirm your client classification under the DFSA Rules.

## Part 1 – DIFC General Terms

### 1. General

- 1.1 Barclays Bank PLC (DIFC Branch) is an authorised firm regulated by the DFSA. Barclays DIFC is based at the Gate Village, Level 6, Building No. 10, PO Box 506674, Dubai International Financial Centre, Dubai, United Arab Emirates (Tel: +971 (0)4 365 2900 / Fax: +971 (0)4 365 2999).
- 1.2 Barclays Bank PLC (DIFC Branch) is authorised by the DFSA to undertake, amongst other things, the business of: Advising on Financial Products; Arranging Deals in Investments, Arranging Custody, Providing Trust Services, Dealing in Investments as Principal, Dealing in Investments as Agent, Arranging Credit and Advising on Credit and Carrying on Authorised Financial Services with or for Retail Clients (each capitalised term has the meaning given to it in the DFSA Rules) and any other services we are permitted to provide that fall within the scope of our licence from the DFSA (the “**Authorisations**”). These Authorisations may change from time to time.
- 1.3 In this Agreement, “**DFSA Rules**” means the subsidiary legislation made under the DIFC Regulatory Law 2004 by the Board of Directors of the DFSA or any other law applicable in the DIFC which is administered by the DFSA.

### 2. Client classification

- 2.1 DFSA Rules require us to classify you to ensure that you receive an appropriate level of regulatory protection.
- 2.2 Barclays DIFC has an endorsement from the DFSA to carry on Financial Services with or for Retail Clients and therefore will classify you as a Retail Client in relation to all Financial Services you receive from the International Banking division of Barclays DIFC (each capitalised term has the meaning given to it in the DFSA Rules).

### 3. Services from other Barclays Group entities

- 3.1 In addition to the services you receive from Barclays DIFC, you will also receive services from Barclays entities in one or more other locations outside the DIFC where your account or accounts are held and/or transactions processed. Such entities shall be those referred to in any application form or agreement you enter into with a member of the Barclays Group from time to time (the “**Designated Barclays Group Entity**”). “**Barclays Group**” means Barclays Bank PLC or any person or entity controlled by or under common control with Barclays Bank PLC.
- 3.2 The services you receive from the Designated Barclays Group Entity will be subject to the laws and regulations which are applicable to the Designated Barclays Group Entity in the jurisdiction of the Designated Barclays Group Entity and to the regulation and oversight of the regulatory authorities relevant to the Designated Barclays Group Entity in that location. The services you receive from the Designated Barclays Group Entity will not be subject to the DFSA Rules and the DFSA will not have oversight or jurisdiction over these services.
- 3.3 You will be subject to separate terms governing the Designated Barclays Group Entity’s provision of services to you. The terms applicable to your relationship with the Designated Barclays Group Entity will apply to any rights and obligations between you and the Designated Barclays Group Entity and any dispute between you and the Designated Barclays Group Entity will be subject to the jurisdiction of the courts in the relevant location or as otherwise specified in the relevant application form or terms. Barclays DIFC is not liable for the acts or omissions of the Designated Barclays Group Entity and the Designated Barclays Group Entity is not liable for the acts or omissions of Barclays DIFC. The Designated Barclays Group Entity may provide you with execution and custody services, and/or to the extent applicable, investment advisory and/or discretionary investment management services and such services will be provided to you pursuant to legal terms you separately execute with the Designated Barclays Group Entity. As a consequence, securities may be held in a jurisdiction outside the DIFC and the market practices, insolvency and legal regime applicable in that jurisdiction may differ from the regime applicable in the DIFC.
- 3.4 By signing this Agreement you also appoint Barclays DIFC as an intermediary (for the purposes of carrying out the services permitted by the Authorisations) in respect of your relationship with each Designated Barclays Group Entity to provide the services at paragraph 1.1(c) of Part 2 of this Agreement. Subject to paragraph 3.5 of Part 1 of this Agreement below, you may appoint Barclays DIFC as such an intermediary for more than one Designated Barclays Group Entity, for example, where you receive services from or have accounts with Barclays in more than one location. Where this is the case, you will have a separate relationship governed by separate terms with each Designated Barclays Group Entity. If there is any inconsistency between the provisions of this Agreement and the terms applicable to your relationship with a Designated Group Entity, this Agreement will take precedence in relation to the services provided by Barclays DIFC.
- 3.5 Barclays DIFC is not an intermediary or otherwise authorised to provide services in respect of other accounts or relationships with Barclays Bank PLC.

- 3.6 You hereby agree to communicate with the Designated Barclays Group Entity primarily through us. You authorise us to transmit messages and orders/instructions (including orders/instructions given verbally, by telephone or through any other means permitted by this Agreement) addressed to the Designated Barclays Group Entity. You agree that the Designated Barclays Group Entity may also communicate orally, in writing, or by any other means of communication with you through us.
- 3.7 Barclays DIFC and/or its representatives are not agents or representatives of the Designated Barclays Group Entity unless we notify you otherwise in relation to a specific product or service.

#### 4. Amendments to the terms

We may amend the terms of this Agreement at any time. You will be advised of such amendments, and they will be deemed to have been approved by you if we do not receive an objection to the proposed amendments within 14 calendar days of the notification.

#### 5. Time zones/public holidays

- 5.1 You acknowledge that for all services contemplated by this Agreement, the working days, public holidays and time zones applicable will be the working days, public holidays and time zones applicable in the DIFC. Our usual business hours in the DIFC are Sunday to Thursday 9am – 5pm and our offices are not open on a Friday or Saturday or on any public holiday in the DIFC.
- 5.2 We are not obliged to deal with instructions you give us outside our usual business hours or on a day when our offices in the DIFC are not open. We will deal with your instructions on the next day that is a working day in the DIFC, however, execution of those instructions will be subject to the working days, public holidays and time zones in the location of the Designated Barclays Group Entity or other Barclays Group entity executing the instructions or receiving your request for a transaction.

#### 6. Applicable law and place of jurisdiction

- 6.1 The provision of services to you by Barclays DIFC will be governed by and construed in accordance with the laws of England and Wales. The exclusive place of jurisdiction for any disputes arising out of and/or in connection with this Agreement will be the courts of the DIFC.
- 6.2 However, we reserve the right to take legal action against you before the courts of the country in which you are resident or before any other competent authority.

#### 7. Joint accounts

- 7.1 Unless otherwise agreed in writing, we will consider all joint account holders as authorised to provide instructions and orders, receive notices and to operate your account(s) with the Designated Barclays Group Entity on behalf of the other joint account holders.
- 7.2 On the death (or, as applicable, dissolution) of any one or more joint account holders, this Agreement will not terminate and, subject to the mandatory application of applicable laws of succession, we may treat the survivor(s) as the only party (or parties) to the Agreement, provided that we reserve the right to act on the instructions of the authorised personal representative of any such person who has died or a liquidator on our receiving proof of their authority.

#### 8. In the event of death

If you die, this Agreement will continue until terminated by, or us giving notice to, your validly appointed personal representative. Your estate must provide us with such information as we may reasonably require to confirm your death and the appointment of the personal representative. Upon your death, the Designated Barclays Group Entity will act in accordance with the terms and conditions governing your relationship with them in respect of your assets and liabilities with the Designated Barclays Group Entity.

#### 9. How we can contact you

- 9.1 We will contact you by post, telephone, courier, fax or electronically (being any form of message by any type of telecommunication, digital or IT device, this could include the internet, email, text message or communications using online tools we make available to you), and we may make a personal visit to you, in each case using the details you have given us. We may also provide information on our website where we consider it appropriate to do so or give it to you in person. We may leave messages for you to contact us on an answering machine, or with the person answering the telephone the telephone, unless you tell us not to. We may record or monitor telephone calls and Electronic communications for the purposes of training, checking instructions, verifying your identity and ensuring that we are meeting our service standards and regulatory requirements. These recordings may be used as evidence if there is a dispute. Copies of recordings that we make of conversations with you (by telephone or by electronic communication or meeting minutes) will be available on request for a period of five years and, where requested by the DFSA or any other competent authority, for a period of up to six years.

- 9.2 Unless you tell us not to, we may send correspondence by email, in which case we will assume you received it on the next day that is a working day in the DIFC. If we send correspondence by post or courier, we will assume it has been received by you (a) not later than four DIFC working days after sending, if sent to an address in the UAE; or (b) not later than ten DIFC working days after sending, if sent internationally.
- 9.3 You authorise and consent to us using your information to inform you by post, telephone, text, email and other digital methods, including for example via our ATMs, mobile applications or online banking services (and any new methods that may become available in the future) about products and services (including those of others) which may be of interest to you – these are marketing messages. You can ask us to stop or start sending you marketing messages at any time.
- 9.4 In the event of suspected or actual fraud or security threats to your Account, we will use SMS, telephone, post or another secure procedure to contact you. When we contact you, we will verify your identity for security purposes and let you know the details.

## 10. Contacting us

- 10.1 You can contact us through your usual contact or by post, courier or telephone using the contact details we give you.
- 10.2 We may also agree that you can contact us electronically. We will tell you what methods of communication you can use to contact us and for what purpose.

## 11. Security of communications

There is no guarantee that all means of communication between us will be secure, virus free or successfully delivered. We are not liable to you, and you accept responsibility if, due to circumstances beyond our reasonable control, communications are intercepted, delayed, corrupted, not received or received by someone else. If we think this has happened, we will try to contact you.

## 12. Your instructions

- 12.1 We may only receive instructions for your Account (as defined in paragraph 1.1 (c) of Part 2 of this Agreement) in a meeting, by courier, email or by fax or phone on the numbers which we will give you for this purpose. We will tell you about any limitations and we may, for example, require you to set up security procedures or take other steps before you are able to give us instructions in certain ways.
- 12.2 We will only accept instructions or orders from those persons authorised to operate your account with the Designated Barclays Group Entity in accordance with this Agreement and the legal terms applicable to the Designated Barclays Group Entity. Where more than one person has been authorised to provide instructions or orders on your behalf, we may assume that each such person can exercise such authority alone, unless you provide written instructions to the contrary.
- 12.3 We will treat an instruction as genuine if we believe in good faith that the instruction is from you or your authorised person (for example, because it appears to contain your signature or has followed your security procedures or is received from the most recent email address specified by you or your authorised person) and there are no circumstances that we are aware of that cast doubt on the person giving the instruction. We will take reasonable steps to notify you if we are in doubt as to the authenticity of any instruction.
- 12.4 Unless we agree otherwise, we will transmit your instructions to the Designated Barclays Group Entity when we receive them, or if received outside our usual business hours, on the next day that is a working day in the DIFC. We will not generally acknowledge receipt of your instructions other than by transmitting them to the Designated Barclays Group Entity for execution.
- 12.5 You may need us to act on an instruction before a deadline, for example, before a subscription period expires. Where that is the case, you must ensure that you allow reasonable time for us to process your instruction and communicate it to relevant third parties, taking into account that we may require written instructions in some circumstances. We will not be liable for any failure to meet a deadline where clear instructions are not received from you within a reasonable time before the deadline.

## 13. English language

English will be the official language for all communications between us and you, although we may also communicate with you in other languages. Any communication we send to you will be in English. By signing this Agreement you confirm that you can read and understand the English language and that if you are in doubt as to the meaning of the English language in any document we provide to you, you will seek independent advice.

## 14. Fees and Charges

- 14.1 Details of the fees and charges payable to the Designated Barclays Group Entity may be found in the tariffs provided by the Designated Barclays Group Entity. Unless otherwise agreed with you, Barclays DIFC will not charge for its services.
- 14.2 We may charge you VAT or other sales taxes where regulatory or legal requirements require us to do so.

## 15. Client complaints

- 15.1 During your relationship with us, you may wish to make a complaint in respect of Barclays DIFC. We have procedures for handling your complaints fairly and promptly and a copy of such complaint handling procedures is available upon request free of charge.
- 15.2 If you have a complaint, you may inform your usual contact or relationship manager in person, in writing, by email, or by telephone. Alternatively, you may use the general contact details available at [barclays.com/international](http://barclays.com/international).
- 15.3 We will try to resolve your complaint as quickly as possible and to your complete satisfaction. If we are unable to satisfactorily address your complaint, you may be able to refer your complaint to the DFSA for independent assessment. Should you wish to contact them you can do so in writing using the details below:
- Dubai Financial Services Authority  
Level 13, The Gate  
PO Box 75850  
Dubai, UAE  
Website: <http://www.dfsa.ae>
- 15.4 Depending on the nature of your complaint, you may also have the option to refer your complaint to other relevant regulators or complaint handling bodies. We will provide appropriate contact details of such regulator or other body upon resolution of your complaint or upon request.
- 15.5 If you cannot resolve your complaint through the above process you may be able to take civil action.

## 16. Termination of DIFC Services

- 16.1 This Agreement and the provision of the DIFC Services (as such term is defined in Part 2) may be terminated by either party giving thirty (30) days written notice to the other party of such termination.
- 16.2 Notice of termination of this Agreement shall not affect the rights obtained and duties incurred prior to the effective date of such termination.
- 16.3 Unless separately terminated by you or the Designated Barclays Group Entity under the legal terms applicable between you and the Designated Barclays Group Entity, your separate relationship with the Designated Barclays Group Entity will continue following termination of this Agreement.

# Part 2 – DIFC Service terms

The terms in this section apply to the services that we provide to you under this Agreement from Barclays DIFC. Each capitalised term used in this section which is not otherwise defined has the meaning set out in the DFSA Rules.

## 1. DIFC services

- 1.1 We will offer the following services (“**DIFC Services**”) to you on the terms set out in this Agreement and in this section (we will not offer services other than those detailed below or otherwise agreed in writing):
- (a) advising you on (i) transactions involving Financial Products, including buying, selling or holding Financial Products or exercising your rights in relation to Financial Products and (ii) entering into a Credit Facility;
  - (b) making arrangements for you to buy, sell, subscribe for or underwrite an Investment or to borrow money by way of a Credit Facility;
  - (c) providing general day to day coordination and support in respect of your relationship with the Designated Barclays Group Entity where your account(s) are held (the “**Account**”), including specifically:
    - (i) to receive and/or accept instructions or orders from you to purchase, transfer and/or sell, without limitation, any securities, commodities, options, currencies or assets or undertake any other investments on your behalf as an intermediary between you and the Designated Barclays Group Entity and to arrange for execution of such instruction or orders by transmitting such instructions or orders to the Designated Barclays Group Entity or to third party brokers appointed by the Designated Barclays Group Entity for this purpose for execution and to open and service custody accounts;
    - (ii) to transmit any other instructions or orders in relation to the Account including, without limitation, instructions with respect to Credit Facilities;
    - (iii) to receive information or notifications of whatever nature from the Designated Barclays Group Entity in your name and for your Account other than information or notifications which the Designated Barclays Group Entity may elect to send directly to you; and
    - (iv) to obtain from you and from the Designated Barclays Group Entity, and to retain at our location, all information and records pertaining to the Account or to other matters relating to our relationship;

- (d) provision of information on investments or markets, such as research recommendations, market trends or investment analysis. Where we do provide research recommendations, market trends, or investment analysis:
    - (i) this will not be assessed as suitable for you and you must not regard it as a personal recommendation or advice to you individually. If you decide to make an investment based on our research and market information this will be treated as non-advised (execution only) transaction;
    - (ii) Barclays DIFC gives no representation, warranty or guarantee as to the accuracy or completeness of such information;
    - (iii) other than to the extent that the information is freely available in the public domain, you must keep the information confidential and only disclose it to your professional advisers if they are under a similar duty to keep it confidential;
    - (iv) we are not obliged to consider investment research we have given to you when giving advice or arranging transactions for you; and
    - (v) we are not obliged to provide this to you before or at the same time as it is made available to our staff, other clients or other people, and other clients and Barclays Group companies may have already acted upon any research and market information by the time you receive it; and
  - (e) such other services as we are authorised to offer to you in or from the DIFC from time to time.
- 1.2 Barclays DIFC will not execute transactions on your behalf. Accordingly, Barclays DIFC does not owe you a duty of best execution.
- 1.3 Barclays DIFC may from time to time pass on confirmation statements or trade advices setting out the details of transactions executed for you by the Designated Barclays Group Entity in our capacity as an intermediary between you and the Designated Barclays Group Entity, however, the Designated Barclays Group entity remains responsible for notifying you of transactions executed by the Designated Barclays Group Entity on your behalf.
- 1.4 The DIFC Services will be provided by our employees based in the DIFC.
- 1.5 The DIFC Services, including advisory services, will be provided to you by Barclays DIFC pursuant to this Agreement, and, unless otherwise notified to or agreed with you, the Designated Barclays Group Entity shall not provide you with advisory or discretionary investment management services.
- 1.6 All investments will be held on your behalf in the Account and the Designated Barclays Group Entity remains the primary provider of execution, settlement and custody services. Barclays DIFC does not have any control or authority over your Safe Custody Investments.
- 1.7 In providing the DIFC Services, Barclays DIFC does not hold or control Client Money and Client Investments or provide Custody on behalf of its clients. Accordingly, the rules and protections conferred by the Safe Custody Provisions in respect of an Authorised Firm which provides Custody or controls Client Money and Client Investments shall not apply. Where Barclays DIFC Arranges Custody on your behalf pursuant to this Agreement, your Safe Custody Investment will be held in a jurisdiction outside the DIFC and the market practices, insolvency and legal regime applicable in that jurisdiction may differ from the regime applicable in the DIFC.

## 2. Advisory Services

- 2.1 The following provisions will apply where we provide advisory services to you.
- 2.2 Our advice will be based on your risk appetite, investment objectives and financial situation. Before you make investments, we will discuss and agree with you your investment objectives and investment strategy.
- 2.3 We will consider the suitability of investments for you when giving advice or making a recommendation, however, all decisions whether to invest in, hold or dispose of any asset or investment or incur any liabilities are your decisions and we will only arrange transactions as you instruct. If you decide to go ahead, we will recommend and discuss any action we think you should take and, with your agreement, arrange the relevant solutions and provide a letter setting out our recommendations. You can choose to invest against our advice on an execution-only basis and you have the right to decline to follow our advice.
- 2.4 We are able to advise you on a specific range of transactions and investments which will depend on any limitations that we may tell you about.
- 2.5 Unless otherwise agreed, where we provide advice on transactions involving Investments, such advice will be on a one-off basis. One-off advice means that, in every case, we will give you advice in relation to a particular Investment that is appropriate to your circumstances at the time it is given and no further advice will be given unless you approach us. If you decide to go ahead with that particular investment, we will not review the transaction you have entered into or the advice we have provided to you in order to ensure its ongoing suitability for your circumstances. You will be responsible for seeking advice on that particular investment in the future should your circumstances change or if you otherwise require it. For example, you may wish to obtain advice in relation to new investments or you may wish to increase your holdings in existing investments. In each case, please approach your relationship manager in the first instance. Any advice given in relation to new investments or increased holdings will also be of a one-off nature.

- 2.6 Unless otherwise agreed, we have no on-going obligation to advise you on or monitor any investments in your portfolio with the Designated Barclays Group Entity or that you intend to purchase, or review the advice we have provided to you to ensure its ongoing suitability for your circumstances. Where we agree to advise you, our advice may be subject to legal and regulatory restrictions in certain jurisdictions.
- 2.7 In providing advice, Barclays DIFC is not obliged to take account of any cash or other assets which you hold with any other party outside your investment portfolio with the Designated Barclays Group Entity. Our advisory services are limited to providing advice solely on the availability and suitability of the investments themselves, in light of your investment objectives.
- 2.8 We are not responsible for the impact of any taxes, for example, capital gains tax, income tax, inheritance tax or other taxes when recommending specific transactions. As a consequence, transactions we recommend may result in a tax liability for you. You have sole responsibility for management of your tax and legal affairs including making any applicable filings and payments and complying with legal and regulatory requirements you are subject to. We will not provide you with tax or legal advice. We recommend you obtain independent tax and legal advice tailored to your individual circumstances.
- 2.9 DFSA Rules require us to consider the suitability of a financial product or service when making a recommendation to you. However, once we have given you advice, we are not responsible for the subsequent performance of your investments made on the basis of that advice or recommendation.

### 3. Execution-only transactions

- 3.1 Where we receive your instructions for transmission to the Designated Barclays Group Entity in circumstances where we have not advised you on the transaction or where you have not accepted all or part of our advice in relation to a transaction, we will receive your instructions on an execution-only basis. This means that:
  - (a) we are not obliged to ensure that the transaction is suitable for you;
  - (b) you will not benefit from any protection under the DFSA Rules relating to the suitability of the transaction for you;
  - (c) you must ensure that you have obtained appropriate information to enable you to make an independent assessment of each and every transaction;
  - (d) any such transactions entered into by you are based on your own judgment and not on any representations, trading suggestions, recommendations, research or information you may have received from us or any of our representatives; and
  - (e) we do not hold out any of our employees, agents or members of the Barclays Group as having any authority to provide any representations, trading suggestions, recommendations, research or information to you. We will not be liable for any Losses (defined below) you might incur if you rely on such information.

### 4. Our obligations when providing DIFC Services

- 4.1 Unless we notify you otherwise, our responsibility in relation to any instructions or orders received from you will be limited to transmitting such instructions or orders to the Designated Barclays Group Entity with which you have a separate relationship governed by the terms applicable to that Designated Barclays Group Entity.
- 4.2 You acknowledge that we will receive instructions or orders from you solely as an intermediary in respect of your relationship with the Designated Barclays Group Entity and the receipt of an instruction or order by us will in no way prejudice our right, or the right of the Designated Barclays Group Entity, to reject such instruction or order on the basis that it is not signed correctly, does not correspond with the rules and regulations of the relevant exchanges, exceeds any applicable credit balance of your Account or in any other way is in breach of the terms of your agreement for the operation of your Account with the Designated Barclays Group Entity.
- 4.3 We are under no obligation to pass on instructions or orders by the same medium as they were received.
- 4.4 You will be responsible for monitoring investments in your Account.
- 4.5 We are not liable to you for any losses, costs, expenses, damages or liabilities (together, "Losses") unless directly caused by our gross negligence, wilful misconduct or fraud.
- 4.6 You further acknowledge and agree that, except as set out in paragraph 4.5 above, we will not be responsible for any Losses suffered by you as a result of:
  - (a) any advice or recommendation given under this section (including, without limitation, any adverse tax consequence);
  - (b) the receipt and passing on of any instructions or orders in respect of any investment (including, without limitation, losses arising from delays, losses, errors, mutilation, duplication or similar occurrences in the transmission or transportation of instructions or orders); or
  - (c) our:
    - (i) acting in good faith in respect of an instruction or order given or purported to be given by you;
    - (ii) not investigating an instruction or order which we believe to be genuine but which is not;

- (iii) not following an instruction or order where we reasonably believe that if it was followed it would be in breach of a relevant law, regulation or rule;
  - (iv) not passing on or giving effect to an instruction or order prior to its actual receipt;
  - (v) giving effect to an instruction or order which is revoked after giving rise to binding rights or obligations; or
  - (vi) being unable to pass on as requested or, in respect of another member of the Barclays Group, execute, an instruction or order.
- 4.7 Nothing in this section nor any advice or recommendation given to you by us nor the acceptance of any instructions or orders to undertake investments on your behalf will give rise to any fiduciary or equitable duties on our part which would require us or any other member of the Barclays Group to accept responsibilities more extensive than those set out in this section or applicable law or regulation.
- 4.8 We may apply limits to transactions of certain types or amounts from time to time. We will advise you of these limits, and any changes we make to them. Where possible, we will do this before the limits or changes come into effect, but in no circumstances shall we or the Designated Barclays Group Entity be liable to you for not doing so.
- 4.9 Nothing in this Agreement will exclude or limit any duty or liability:
- (a) we may have to you under applicable regulatory requirements; or
  - (b) that applicable law does not allow to be excluded or limited.
- 4.10 Certain countries have local securities and/or banking regulations that may prohibit you from using some or all of our services. We are unable to provide services to you in these countries. It is your responsibility to inform yourself about and observe any applicable laws. Furthermore, you must ensure you keep us updated of any changes in your status or personal information. Some services may no longer be available if your status or country of residence changes.

## 5. Disclosure of your information

- 5.1 Barclays is committed to protecting your personal data. We will use your information for a number of different purposes, for example, to manage your account(s), to provide our products and services to you and others and to meet our legal and regulatory obligations. We may also share your information with our trusted third parties for these purposes. For more detailed information on how and why we use your information, including the rights in relation to your personal data, and our legal grounds for using it, please go to [privatebank.barclays.com/control-your-data](https://privatebank.barclays.com/control-your-data). Full details on how we use your personal information are available in the full privacy notice on our website [home.barclays.com/international-terms](https://home.barclays.com/international-terms) or in hard copy from your usual contact. Changes may be made to that full privacy notice, where permitted or required by applicable law.
- 5.2 Certain Designated Barclays Group Entities are located in jurisdictions with banking secrecy or privacy regulations. Accordingly, if you have an Account with such a Designated Barclays Group Entity you will be required to sign an additional document in favour of Barclays DIFC to enable Barclays DIFC to service your Account. By signing such a document, which is provided to you separately, you have waived your rights to such banking secrecy and accordingly you have authorised the relevant Designated Barclays Group Entity to share information related to your Account (which may contain or consist of personal data, including sensitive data) with Barclays DIFC. Accordingly, Barclays DIFC will process and transmit such information as set out in the full privacy notice.

## 6. FATCA

- 6.1 If you, any person with whom you have a joint account, or any of your owners or interest holders are subject to tax or reporting in another country (or we have reason to believe or are required to presume that this might be the case), we, and other companies in the Barclays Group, may be required by legislation, regulation, intergovernmental agreement or agreement with tax authorities in that country (such as a Foreign Financial Institution Agreement with the IRS created under United States FATCA legislation) to report on an ongoing basis certain information about you and your Account on an individual or aggregate basis: (i) to a relevant tax authority, which may then pass that information to the tax authorities where you are subject to tax; or (ii) directly to the tax authorities in that country (such as the United States). If you are not an individual, we may also have to report information about your direct and indirect shareholders or other owners or interest holders and, if you are a trust, your beneficiaries, settlors or trustees (together, your “**Associated Persons**”).
- 6.2 To comply with our obligations under FATCA (as defined below), we may need to review certain information we hold about you or your Associated Persons or additional documents we obtain from you or your Associated Persons, such as certifications about your identity, tax residence, nationality and status. We may centralise this review process in another country and we may also use carefully selected agents or sub-contractors that have adequate protections for keeping your information secure and operate under a strict duty of confidentiality to us.
- 6.3 You agree and consent to the processing, use and maintenance by us, any Barclays Group company or our agents or sub-contractors of any authorisations, waivers, forms, documentation and other information relating to your status under FATCA and that of any of your Associated Persons (if applicable) (the “**FATCA Information**”) and the disclosure, transfer and reporting of such FATCA Information to any relevant tax authority, any delegate or other person making payments to you (together, a “**Recipient**”), to the extent that we or any Barclays Group company reasonably determine that such

processing, use, maintenance, disclosure, transfer or reporting is necessary or helpful to facilitate compliance with FATCA by you, us, any Barclays Group company, any delegate or other person making payments to you.

- 6.4 You agree that we or any Barclays Group company may transfer any FATCA Information to a Recipient where such Recipient's place of business may be in a jurisdiction outside of your or your Associated Person's jurisdiction of residence or place of business or outside of the jurisdiction in which the FATCA Information may be collected, stored or processed. You agree that, where necessary, you have obtained the consent of your Associated Persons, third parties, employees, directors, officers, owners and any other individuals referred to in the FATCA Information as applicable to the processing, use, maintenance, disclosure, transfer and reporting of any such FATCA Information and for the purposes for which the information will be processed and that we are not responsible or accountable for the consequences of any occasion where such consent has failed to be obtained.
- 6.5 You agree and consent to, and waive any rights to limit or prevent, the disclosure to tax authorities, under applicable data protection, privacy or similar laws or regulations in respect of the FATCA Information, we report to comply with our obligations under applicable laws and agreements with tax authorities.
- 6.6 You agree and consent to, and waive any rights to limit or prevent, the disclosure to tax authorities, under applicable data protection, privacy or similar laws or regulations in respect of the FATCA Information, we report to comply with our obligations under applicable laws and agreements with tax authorities.
- 6.7 If you do not provide us with information or documents we need or do not provide a waiver of confidentiality rights where needed, we may (i) end our contractual or other relationship with you by giving you written notice; and/or (ii) transfer the relationship to an affiliate of Barclays in another jurisdiction (and, for the avoidance of doubt, you shall be deemed to have given consent to any such transfer).
- 6.8 To the greatest extent permitted by applicable law, we will not be liable to you for any loss you may suffer as a result of our complying with legislation or agreements with tax authorities in accordance with this paragraph 6 of Part 2 of this Agreement unless that loss is caused by our wilful default of this paragraph 6 of Part 2 of this Agreement or fraud. Your agreement and consent given pursuant to this paragraph 6 of Part 2 of this Agreement will override any inconsistent term or consent provided by you under any agreement with us to the extent it provides fewer or lesser rights for us whether before, on or after the date of this Agreement.

For the purposes of this paragraph 6:

“**FATCA**” means:

- (a) sections 1471 to 1474 of the United States Internal Revenue Code of 1986 or any associated regulation, instruction or other official guidance, as amended from time to time;
- (b) any treaty, law, regulation, instruction or other official guidance enacted or amended in any other jurisdiction, or relating to an intergovernmental agreement between the United States and any other jurisdiction, which (in either case) facilitates the implementation of paragraph (a) above;
- (c) any agreement pursuant to the implementation of paragraphs (a) or (b) above with the United States Internal Revenue Service, the United States government or any governmental or taxation authority in any other jurisdiction; or
- (d) any treaty, law, regulation, instruction or other official guidance analogous to paragraphs (a), (b) or (c) enacted or amended in any other jurisdiction from time to time, and any agreement pursuant to the implementation of any such treaty, law, regulation, instruction or other official guidance with any governmental or taxation authority in any jurisdiction, including, without limitation, any governmental or intergovernmental agreement for the cross-border exchange of tax information applicable in any jurisdiction, the EU Savings Directive (Council Directive 2003/48/EC) and any multilateral tax information exchange.

“**FATCA Information**” includes without limitation your Personal Data (as defined in the DIFC Data Protection Law 2007), your Account number(s), the amount of payments including interest paid or credited to your Account, the balance(s) or value(s) of your Account, your name, address, country of residence and your social security number/taxpayer identification number or similar (if applicable), information about your Associated Persons (where you are not an individual).

## Part 3 – Declaration and signatures

By signing below, you agree and confirm:

- you have due capacity and authority to enter into this Agreement;
- you are entering into this Agreement in the name of a client who is acting as principal and not as agent on behalf of a third party;

- the details you have provided to Barclays DIFC are true and complete;
- throughout your continued relationship with Barclays DIFC you shall promptly notify Barclays DIFC if any of the details or information you have provided to Barclays DIFC in connection with this Agreement or our relationship with you have changed;
- you will provide Barclays DIFC, upon our request, with any information required for Barclays DIFC to fulfil its contractual, regulatory or other legal obligations;
- that Barclays DIFC can use your personal information as provided for in this Agreement and in our privacy notice;
- that as set out in paragraph 9.2 of Part 1 of this Agreement, you authorise and consent to Barclays DIFC providing you with marketing material in relation to products and services; and
- you have read and understood the contents of this Agreement.

Date   /   /

### For Individual Clients

(All joint account holders must sign below)

#### First Client

Signature

Name

#### Third Client

Signature

Name

#### Second Client

Signature

Name

#### Fourth Client

Signature

Name

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\* Lines are open 24 hours a day, 7 days a week except 25 December when the lines are closed.

Calls may be recorded so that we can monitor the quality of our service and for security purposes.

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[A copy of these terms can also be accessed at home.barclays/international-terms](https://home.barclays/international-terms)