

Service Request Form – Loan against Deposits

Please ensure that all fields are mandatorily filled by you in CAPITAL letters before signing.

Company full name _____

Fixed deposit details:

Fixed deposit No.	Currency	Principal amount of deposit	Date of Maturity

The following service is kindly requested:

Please tick and sign where required

Request for loan against fixed deposit:

Loan currency _____ Term of loan _____

Loan amount _____ Purpose of loan _____

Loan amount in words _____

Subject to signing necessary loan documentation and to be repaid in accordance with the terms and conditions in the Master Loan Agreement.

Prepay loan under advice no. _____

In full along with accrued interest on (DD) / (MM) / (YYYY) and release pledge against my Fixed Deposit

Partially in the amount of _____ in words _____

Payment details

Mode of payment Cheque

Wire transfer

Cheque no. _____

Remitting bank _____

Date (DD) / (MM) / (YYYY)

Sales centre _____

Bank _____

Date (DD) / (MM) / (YYYY)

Drawn on _____

Amount _____

Amount _____

Location _____

Please make the check payable to: Deem Finance L.L.C.

IBAN: AE900354021203273847081

Customer no. xxxxxxxxxx

Please transfer to: Deem Finance L.L.C. – FAB

For AED – IBAN: AE900354021203273847081

For USD – IBAN: AE950354011003273847113

SWIFT Code: NBADAEAA

Customer no. xxxxxxxxxx

Company name _____

Important note: Loan against deposit is governed by the Master Loan Agreement between Deem Finance L.L.C. and the Borrower. This Service Request is subject to execution of any documentation required by Deem Finance L.L.C. Loans will be granted at the sole discretion of Deem Finance L.L.C. and is subject to the Terms and Conditions, Know Your Customer (KYC) requirements and other regulatory requirements. You must obtain, read and understand these terms and conditions before applying for or accepting any of Deem's products or services. Copies of the terms and conditions are available at Deem offices and upon request, or alternatively may be viewed on Deem's website at www.deem.io. The Deem terms and conditions prevailing from time to time will also apply to all Deem products and services made available to you in future.

Authorised signatory name _____ Authorised signatory name _____ Authorised signatory name _____ Authorised signatory name _____

Designation _____ Designation _____ Designation _____ Designation _____

(A) SIGN HERE _____ **(A)** SIGN HERE _____ **(A)** SIGN HERE _____ **(A)** SIGN HERE _____

Date (DD) / (MM) / (YYYY) _____ Date (DD) / (MM) / (YYYY) _____ Date (DD) / (MM) / (YYYY) _____ Date (DD) / (MM) / (YYYY) _____

For office use only

Sales centre _____

Customer number _____

Sales agent name _____

Co-borrower customer number _____

Sales agent code _____

Merchant store _____

Deem authorised signatory **(D)** _____

Merchant sales executive _____

(A) Authorised signatory

(D) Deem authorised signatory

Consent letter

With reference to our application for a credit facility, I/we the undersigned as authorized signatory/ies of _____
(Company Name), hereby consent to:

1. Credit Bureaus, including but not limited to Al Etihad Credit Bureau, (the "Credit Bureau") disclosing our company's financial and credit information (the "Information"), to Deem Finance L.L.C. ("Deem") on an on-going basis.
2. Deem accessing the Credit Bureau's database to carry out credit checks and to obtain Information;
3. Deem disclosing and furnishing Information pertaining to our account(s) and related credit conduct to the Credit Bureau from time to time;
4. Deem disclosing, transmitting and allowing perusal of all data and information relating to our account(s) held with Deem and all related transactions to any of Deem's affiliates, associates, regulators and contractors either directly or indirectly;
5. Further, I agree and understand that the information is released without any liability or responsibility on the part of Deem.

Authorised signatory name

Authorised signatory name

Designation

Designation

Ⓐ SIGN HERE

Ⓐ SIGN HERE

Date (DD) / (MM) / (YYYY)

Date (DD) / (MM) / (YYYY)

Master loan agreement

THIS MASTER LOAN AGREEMENT is made between DEEM FINANCE L.L.C., P. O. Box 44005, Abu Dhabi, United Arab Emirates ("Deem") AND the Borrower _____, _____, Dubai, United Arab Emirates (Deem and the Borrower are individually referred to as a "Party" and collectively as "Parties")

WHEREAS the Borrower has applied for a loan facility to Deem.

NOW THEREFORE the parties agree as follows:

1. DEFINITIONS

Capitalised terms used herein shall have the following meanings:

- **Borrower**
means the person described in Schedule 1 being a company, small business enterprise, sole proprietorship, joint venture or partnership.
- **Default Interest**
shall mean the default interest mentioned in Schedule 1 or such other rate as may be determined by Deem from time to time.
- **Fixed Deposit**
shall mean a deposit of the Borrower with Deem, more particularly described in Schedule 1.
- **Interest**
shall mean the rate of interest per annum compounded monthly and payable on each Loan at the rate mentioned in the concerned Loan Sanction Letter.
- **Loan**
shall mean any principal sum of money disbursed or to be disbursed under this Loan Agreement provided the sub total of all outstanding Loans is not in excess of the Sanctioned Limit as mentioned in the Loan Sanction Letter and which shall always be in the currency of the Fixed Deposit and shall collectively be referred to as the "Loans".
- **Loan Agreement**
shall mean this Master Loan Agreement.
- **Loan Sanction Letter**
shall mean a letter issued by Deem to the Borrower in relation to each Loan.
- **Pledge Agreement**
shall mean a pledge agreement substantially in the form attached hereto as Schedule 2.
- **Purpose**
shall mean the purpose as particularly described for the Loan in Service Request Form.
- **Service Request Form**
shall mean the form in Schedule 3 to the Loan Agreement. The Deem shall have right to amend the Service Request Form at any time in its discretion.
- **Term**
shall mean in relation to a Loan, the period mentioned in the Loan Sanction Letter.

2. LOANS

Upon submission of the Service Request Form by the Borrower, Deem will make available to the Borrower one or more Loans on the terms and conditions stated in the Loan Agreement and the Loan Sanction Letter. Following repayment of a Loan, the Borrower may request draw down of all or part of the Loan during the availability period of the facility provided the total outstanding amount under the facility at any time is not in excess of the Loan sanctioned under the Loan Sanction Letter.

3. DISBURSEMENT, INTEREST & REPAYMENT

Deem will not disburse a Loan under this facility unless the Borrower has satisfied all the conditions listed in Clause 4 below. If the Borrower fails to satisfy the conditions within thirty (30) days of the date of the Loan Sanction Letter, the said Loan Sanction Letter shall cease to be effective and each Party shall have no further obligation to the other in respect of such Loan.

- 3.1 **Repayment:** The Borrower undertakes to repay each outstanding Loan as a single bullet payment at the end of the Term. All payments by the Borrower under the Loan Agreement and the Loan Sanction Letter shall be either by way of a cheque drawn in favour of Deem or by way of wire transfer to Deem. All repayments shall be subject to receipt of clear funds by Deem.
- 3.2 **The Borrower:** shall pay Interest on a Loan at the rate and in the frequency and commencing from the date stated in the Loan Sanction Letter.
- 3.3 **Default Interest:** If an amount due under the Loan Agreement and a Loan Sanction Letter is not paid on its due date of payment then without prejudice to any other remedy of Deem for such failure the amount overdue will be paid with Default Interest.

4. CONDITIONS PRECEDENT

The Borrower shall provide Deem in form and substance acceptable to Deem:

- (i) an executed original copy of the Loan Agreement;
- (ii) an executed original of the Loan Sanction Letter relating to the concerned Loan;
- (iii) an executed original of the Pledge Agreement;
- (iv) all documentation as required by Deem including but not limited to certified copies of the constitutive documents of the Borrower and certified copies of resolutions/authorizations of the shareholders/directors/partners of the Borrower approving the Loan Agreement, the concerned Loan Sanction Letter and the borrowing thereunder, the Pledge Agreement, authorizing the person(s) executing such documents to do so and authorizing person(s) to sign and deliver the certificates or communications to be given or made by or on behalf of the Borrower;
- (v) the certificate evidencing the opening of the Fixed Deposit in the name of the Borrower; and
- (vi) any other document required by Deem.

5. EARLY PAYMENT

The Borrower may request Deem to provide details of the principal and interest amounts due under a Loan on a particular date (being a date earlier than the date falling at the end of the Term) stated by the Borrower in its request. Deem will upon receipt of such request advise the Borrower of the amounts outstanding as of such date. The Borrower may, by giving three days prior written notice, pay on such date the amounts stated by Deem as due on such date subject to a minimum repayment amount stated by Deem, if any. No pre-payment penalty shall be charged by Deem for such payment and such amount shall be available for further drawdown provided all the terms and conditions of the Loan Sanction Letter are complied with and the total outstanding amount under the facility at any given point of time is not in excess of the Sanctioned Limit under the Loan Sanction Letter. Not with standing anything stated above, any outstanding Loan shall be repayable at the end of the Term.

6. SECURITY

The obligations of the Borrower under the Loan Agreement and all Loan Sanction Letters including all amounts due and payable hereunder and there under shall be secured by the Borrower by a pledge over the Fixed Deposit in favour of Deem pursuant to the Pledge Agreement.

7. REPRESENTATIONS

The Borrower represents and warrants to Deem and agrees that all such representations and warrants shall be valid, correct and binding as long as this Loan Agreement shall be in force and effect and at each time that a Loan is requested:

- 7.1 the Borrower is duly incorporated and validly existing in the jurisdiction of its incorporation and has the power to carry on its business and to own its assets;
- 7.2 the Borrower's obligations under the Loan Agreement, the Pledge Agreement and the Loan Sanction Letter are legal, binding and enforceable

(B) Borrower signature

(D) Deem signature

- 7.3 in accordance with their terms;
- 7.4 the Borrower has full capacity to contract and has full power and authority to execute, deliver and perform the Borrower's obligations under the Loan Agreement, the Loan Sanction Letter, the Pledge Agreement and each Service Request Form;
- 7.5 the Borrower is the sole legal and beneficial owner of the funds lying in the Fixed Deposit;
- 7.6 the Borrower is not in default under any agreement, instrument, arrangement or obligations and there is no action, litigation, lawsuit, attachment or proceedings pending or threatened against or affecting the Borrower or its assets before any court, judicial, administrative, arbitral or governmental body or agency;
- 7.7 to the extent the amounts are due and payable under the Loan Agreement and the Loan Sanction Letter is not fully settled and paid off subsequent to the enforcement of the Pledge Agreement, the claims of Deem against the Borrower hereunder rank at least pari passu with the claims of all other unsecured creditors of the Borrower
- 7.8 no legal proceedings have been commenced or threatened against the Borrower which might have a material adverse effect on its ability to service the amounts due under the Loan Agreement and the Loan Sanction Letter; and the information provided by the Borrower in the loan application and each Service Request Form is true, accurate and complete and not misleading.

8. COVENANTS

- The Borrower covenants to Deem that the Borrower will:
- 8.1 observe and perform the terms of the Loan Agreement, the Loan Sanction Letter and the Pledge Agreement;
- 8.2 utilize the Loan solely for the purpose mentioned in the concerned Service Request Form;
- 8.3 to maintain all licenses, authorizations and permits necessary for the conduct of its business;
- 8.4 to comply with all applicable laws, rules, regulations and orders;
- 8.5 give prompt notice to Deem of the occurrence of any event of default under the Loan Agreement;
- 8.6 to promptly upon the receipt of any order, judgment or attachment or other legal process or order directing the Borrower to become a party to any proceedings by or before any court, committee or arbitrator, advise Deem together with a brief explanation of the circumstances relating to such matter;
- 8.7 provide Deem such information as is requested by Deem concerning the Borrower's business;
- 8.8 not without the prior written consent of Deem, change the legal status and/or ownership of the Borrower or take any steps to alter the liability of the Borrower to Deem;
- 8.9 to maintain the pledge created pursuant to the Pledge Agreement until full and final settlement of all amounts due and payable under the Loan Agreement and the Loan Sanction Letter;
- 8.10 to maintain and not withdraw the funds from the Fixed Deposit until full and final settlement of all amounts due and payable under the Loan Agreement and the Loan Sanction Letter;
- 8.11 promptly execute and deliver any and all further agreements, documents, instruments and other writings that Deem may reasonably request to cure any defect in the execution and delivery of the Loan Agreement and/or the Loan Sanction Letter and/or the Pledge Agreement or more fully to describe particular aspects of the agreements set forth or intended to be set forth in the Loan Agreement and the Loan Sanction Letter.
- 8.12 as and when requested by Deem, make available the most recent audited financial statements of the Borrower (including balance sheet and profit and loss account) prepared in accordance with internationally accepted accounting standards or the un-audited financial statements of the Borrower.

9. EVENTS OF DEFAULT

- If any one or more of the following events of default shall occur:
- 9.1.1 the Borrower shall fail to pay when due, whether at stated maturity, acceleration or otherwise, any amount payable under the Loan Agreement and the Loan Sanction Letter; or
- 9.1.2 any representation or warranty made by the Borrower to Deem shall prove to be incorrect, false or misleading; or
- 9.1.3 the Borrower shall fail to perform or observe any covenant or undertaking under the Loan Agreement and/or the Loan Sanction Letter; or
- 9.1.4 the Loan Agreement and/or the Loan Sanction Letter shall for any reason other than termination or expiration in accordance with its terms, cease to be in full force and effect or become null and void; or
- 9.1.5 the Borrower shall become insolvent or generally unable to repay the Borrower's debts as they become due or the Borrower initiates proceedings to obtain the benefit of any bankruptcy or other law relating to bankruptcy, insolvency, or relief of debtors, or a moratorium is declared with respect to payment of the Borrower's debts; or
- 9.1.6 there is a material adverse change in the Borrower's financial condition; or
- 9.1.7 there shall have occurred a sale, lease, condemnation, governmental taking, seizure or other disposition of all or any part of the assets of the Borrower; or
- 9.1.8 the Borrower defaults under any agreement for the extension of credit, under any security given by the Borrower for the extension of credit or under any guarantee issued by the Borrower for the extension of credit, or if payment of any credit facility granted to the Borrower is accelerated by any financial institution; then, and in any such event, Deem may by notice to the Borrower demand that the default be cured within three days failing which Deem may, without further notice to, approval from or action by the Borrower, declare Deem's commitment to make available the Loans as terminated whereupon the same shall terminate immediately;
- 9.2.1 declare all amounts due under the Loan Agreement and the Loan Sanction Letter to be immediately due and payable, whereupon the same shall be immediately due and payable;
- 9.2.2 enforce the pledge granted pursuant to the Pledge Agreement; and/or
- 9.2.3 take any other action available to it.
- 9.3 The remedies set forth above shall not be exclusive of any other remedies or claims available to Deem under any applicable agreements, laws, regulations or otherwise.

10. RIGHT TO SET-OFF

- In addition to any general right to set-off or other rights conferred by the law to Deem, the Borrower agrees that Deem may in its absolute discretion at any time and without notice combine and consolidate all or any account(s) held either individually or jointly, of the Borrower with Deem of whatever description and wherever located and whether in UAE Dirhams or in any other currency and set-off or transfer any sum standing to the credit of any such account(s) in or towards discharge of all sums due to Deem not with standing the balances of such account(s) and the sums due may not be expressed in the same currency and the Borrower hereby authorizes Deem to offset any such combination, consolidation, set-off or transfer with the necessary conversion at Deem's prevailing exchange rates which shall be determined by Deem at its absolute discretion.

11. INDEMNITY

- The Borrower hereby agrees to indemnify and hold Deem free and harmless from all costs, charges, claims, liabilities, damages and expenses incurred by Deem under the Loan Agreement including without limitation upon the occurrence of any event of default under the Loan Agreement.

12. NOTICE

- Any notice required under the Loan Agreement and/or the Loan Sanction Letter shall be delivered by hand, sent by registered mail or by courier to that other party. Deem may send payment schedules, statements or communications to the Borrower via facsimile or electronic mail.

13. BINDING

- The Loan Agreement and the Loan Sanction Letter shall be binding on the Parties and their respective successors and permitted assigns and shall inure to the benefit of both parties' respective successors and permitted assigns.

(B) Borrower signature

(D) Deem signature

14. ASSIGNMENT

The Borrower shall not assign any of the Borrower's rights and obligations under the Loan Agreement and/or the Loan Sanction Letter without Deem's prior written consent. Deem may assign, transfer or securitize all or any part of Deem's rights or benefits under the Loan Agreement and/or the Loan Sanction Letter, the Pledge Agreement and all related documentation.

15. AMENDMENT

Any amendment to the Loan Agreement and/or the Loan Sanction Letter must be signed by the Parties.

16. WAIVER

No failure or delay by Deem in exercising any right, power or privilege under the Loan Agreement and/or the Loan Sanction Letter shall operate as a waiver thereof or prejudice any future, other or further exercise by Deem of any of Deem's rights or remedies under the Loan Agreement and/or the Loan Sanction Letter.

17. ENTIRE AGREEMENT

The Loan Agreement and the Loan Sanction Letter sets forth the entire understanding between the Parties relating to the Loans and replaces all prior discussions, negotiations and agreements between the parties relating to the Loans.

18. PARTIAL PROHIBITION

Any provision of the Loan Agreement and/or a Loan Sanction Letter that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the Loan Agreement and/or the Loan Sanction Letter.

19. THIRD PARTY RIGHTS

No rights, powers or privileges shall accrue under the Loan Agreement and the Loan Sanction Letter to any person except as expressly set forth herein.

20. Deem'S RECORDS

Deem's records as to the amounts payable to Deem under the Loan Agreement and the Loan Sanction Letter, shall in the absence of manifest error, be conclusive and binding on the Borrower.

21. GOVERNING LAW AND JURISDICTION

The Loan Agreement and the Loan Sanction Letter shall be governed by the laws of the United Arab Emirates and the Civil Courts of the Emirate of Abu Dhabi will have jurisdiction over all disputes under the Loan Agreement and the Loan Sanction Letter.

IN WITNESS WHEREOF this Agreement is signed on this date (DD) / (MM) / (YYYY) .

Customer Name: _____

Ⓐ SIGN HERE
Customer's Authorised signatory

Ⓓ SIGN HERE
Deem authorised signatory

Schedule 1

- Details of the Borrower and its legal status: _____
- Details of the Fixed Deposit/s:

Fixed deposit No.	Principal amount of deposit	Currency (AED)	Date of Maturity

- Default Interest: 2% per annum over the loan interest rate mentioned in the Loan Sanction Letter.

Schedule 2 - Pledge Agreement

To: Deem Finance L.L.C., United Arab Emirates

- To induce Deem Finance L.L.C., United Arab Emirates ("Deem") to grant or continue to grant one or more loans ("Loans") to the undersigned pursuant to the terms and conditions contained in Loan Agreement dated _____ ("Loan Agreement") the undersigned does hereby pledge to Deem as security for the repayment in a timely manner of each of the Loans together with all accrued interests ("Secured Amount"), all of the undersigned's right, title, claim and interest in and to the Fixed Deposit (more particularly described in the Annexure hereto) held in the name of the undersigned together with all interest and other amounts that may accrue thereto from time to time and any renewal or re-designation thereof (the "Pledged Amount").
- The Pledged Amount shall be held under the possession and control of Deem and the undersigned shall have no right to process the Pledged Amount. The Pledged Amount shall be successively rolled-over for such periods and on such terms concerning interest as may from time to time be agreed in writing between Deem and the undersigned (failing which agreement for such periods and such terms concerning interest as Deem may determine) and such sums shall continue to be subject to the pledge to Deem hereunder and the other provisions hereof.
- Upon an event of default under the Loan Agreement, without prejudice to any other right that Deem may have, Deem shall have the right to close the Fixed Deposit and apply the Pledged Amount towards settlement of amounts due and payable under the Loan Agreement, provided however, in the event of any closure of the Fixed Deposit by Deem pursuant to its rights under this Agreement, prior to the maturity date of the said Fixed Deposit, Deem will not charge any pre closure charges. However, deposit pre-termination charges will continue to apply as per Agreement for Deemtrade deposits.
- This Pledge (a) shall be in addition to and shall be independent of every other security which Deem may at any time hold for any of the Secured Amounts; and (b) shall remain in full force and effect as a continuing security unless and until all amounts due and payable under the Loan Agreement have been settled in full and Deem discharges it in writing.
- The undersigned hereby undertakes not to withdraw, transfer, pledge, or otherwise dispose or encumber Pledged Amount until the liabilities owing to Deem by the undersigned are completely and finally discharged together with interest, fees, charges and expenses. This Pledge will continue to be valid and enforceable notwithstanding any change in the constitution or ownership of the undersigned and notwithstanding any merger or amalgamation of Deem or any change in its constitution.
- The rights, powers and remedies provided in this Pledge are cumulative and are not, nor are to be construed as, exclusive of any rights, powers or remedies provided by law. No failure to exercise nor any delay on the part of Deem in exercising any right, power or remedy provided in this Pledge or by law shall operate as a waiver thereof nor shall any single or partial exercise of any such right, power or remedy preclude any further or other exercise of the same such right, power or remedy or the exercise of any other such right, power or remedy. All amendments to this Pledge shall be in writing and signed by all parties hereto. No party hereto may assign its rights or obligations under this Pledge without the prior written consent of the other parties except that Deem may assign its rights and/or obligations hereunder without the prior written consent of any other party. The invalidity of any term or condition of this Pledge shall not affect the validity of the remaining terms and conditions.
- All the costs, charges and expenses of Deem incurred by Deem in relation to this Pledge including the costs, charges and expenses incurred in the carrying of this Pledge into effect or in the exercise of any of the rights, remedies and powers conferred hereby shall be paid on demand by the undersigned.
- This Pledge shall be governed by and construed in accordance with the laws of the United Arab Emirates. The undersigned also further submits to the non-exclusive jurisdiction of the courts of the Emirate of Abu Dhabi.

ANNEXURE

S. No.	Fixed Deposit No.	Date of Deposit	Amount of Deposit
1			
2			
3			

IN WITNESS WHEREOF this Pledge Agreement is signed on this date (DD) / (MM) / (YYYY)

Pledge Name: _____

(D) SIGN HERE

(P) SIGN HERE

(D) Deem signatory

(P) Pledgor's signatory

Schedule 3 – Service Request Form – Loan against Deposits

Please ensure that all fields are mandatorily filled by you in CAPITAL letters before signing.

Company full name _____

Fixed deposit details:

Fixed deposit No.	Currency	Principal amount of deposit	Date of Maturity

The following service is kindly requested:

Please tick and sign where required

Request for loan against fixed deposit:

Loan currency _____ Term of loan _____

Loan amount _____ Purpose of loan _____

Loan amount in words _____

Subject to signing necessary loan documentation and to be repaid in accordance with the terms and conditions in the Master Loan Agreement.

Prepay loan under advice no. _____

In full along with accrued interest on (DD) / (MM) / (YYYY) and release pledge against my Fixed Deposit

Partially in the amount of _____ in words _____

Payment details

Mode of payment Cheque

Wire transfer

Cheque no. _____

Remitting bank _____

Date (DD) / (MM) / (YYYY)

Sales centre _____

Bank _____

Date (DD) / (MM) / (YYYY)

Drawn on _____

Amount _____

Amount _____

Location _____

Please make the check payable to: Deem Finance L.L.C.

IBAN: AE900354021203273847081

Customer no. xxxxxxxxxx

Please transfer to: Deem Finance L.L.C. – FAB

For AED – IBAN: AE900354021203273847081

For USD – IBAN: AE950354011003273847113

SWIFT Code: NBADAEAA

Customer no. xxxxxxxxxx

Company name _____

Important note: Loan against deposit is governed by the Master Loan Agreement between Deem Finance L.L.C. and the Borrower. This Service Request is subject to execution of any documentation required by Deem Finance L.L.C. Loans will be granted at the sole discretion of Deem Finance L.L.C. and is subject to the Terms and Conditions, Know Your Customer (KYC) requirements and other regulatory requirements. You must obtain, read and understand these terms and conditions before applying for or accepting any of Deem's products or services. Copies of the terms and conditions are available at Deem offices and upon request, or alternatively may be viewed on Deem's website at www.deem.io. The Deem terms and conditions prevailing from time to time will also apply to all Deem products and services made available to you in future.

Authorised signatory name _____

Designation _____

(A) SIGN HERE _____

Date (DD) / (MM) / (YYYY) _____

For office use only

Sales centre _____

Sales agent name _____

Sales agent code _____

Deem authorised signatory **(D)** _____

Customer number _____

Co-borrower customer number _____

Merchant store _____

Merchant sales executive _____

(A) Authorised signatory

(D) Deem authorised signatory

Pledge Agreement

To: Deem Finance L.L.C., United Arab Emirates

- To induce Deem Finance L.L.C., United Arab Emirates ("Deem") to grant or continue to grant one or more loans ("Loans") to the undersigned pursuant to the terms and conditions contained in Loan Agreement dated (DD) / (MM) / (YYYY) ("Loan Agreement") the undersigned does hereby pledge to Deem as security for the repayment in a timely manner of each of the Loans together with all accrued interests ("Secured Amount"), all of the undersigned's right, title, claim and interest in and to the Fixed Deposit (more particularly described in the Annexure hereto) held in the name of the undersigned together with all interest and other amounts that may accrue thereto from time to time and any renewal or re-designation thereof (the "Pledged Amount").
- The Pledged Amount shall be held under the possession and control of Deem and the undersigned shall have no right to process the Pledged Amount. The Pledged Amount shall be successively rolled-over for such periods and on such terms concerning interest as may from time to time be agreed in writing between Deem and the undersigned (failing which agreement for such periods and such terms concerning interest as Deem may determine) and such sums shall continue to be subject to the pledge to Deem hereunder and the other provisions hereof.
- Upon an event of default under the Loan Agreement, without prejudice to any other right that Deem may have, Deem shall have the right to close the Fixed Deposit and apply the Pledged Amount towards settlement of amounts due and payable under the Loan Agreement, provided however, in the event of any closure of the Fixed Deposit by Deem pursuant to its rights under this Agreement, prior to the maturity date of the said Fixed Deposit, Deem will not charge any pre closure charges. However, deposit pre-termination charges will continue to apply as per Agreement for Deemtrade deposits.
- This Pledge (a) shall be in addition to and shall be independent of every other security which Deem may at any time hold for any of the Secured Amounts; and (b) shall remain in full force and effect as a continuing security unless and until all amounts due and payable under the Loan Agreement have been settled in full and Deem discharges it in writing.
- The undersigned hereby undertakes not to withdraw, transfer, pledge, or otherwise dispose or encumber Pledged Amount until the liabilities owing to Deem by the undersigned are completely and finally discharged together with interest, fees, charges and expenses. This Pledge will continue to be valid and enforceable notwithstanding any change in the constitution or ownership of the undersigned and notwithstanding any merger or amalgamation of Deem or any change in its constitution.
- The rights, powers and remedies provided in this Pledge are cumulative and are not, nor are to be construed as, exclusive of any rights, powers or remedies provided by law. No failure to exercise nor any delay on the part of Deem in exercising any right, power or remedy provided in this Pledge or by law shall operate as a waiver thereof nor shall any single or partial exercise of any such right, power or remedy preclude any further or other exercise of the same such right, power or remedy or the exercise of any other such right, power or remedy. All amendments to this Pledge shall be in writing and signed by all parties hereto. No party hereto may assign its rights or obligations under this Pledge without the prior written consent of the other parties except that Deem may assign its rights and/or obligations hereunder without the prior written consent of any other party. The invalidity of any term or condition of this Pledge shall not affect the validity of the remaining terms and conditions.
- All the costs, charges and expenses of Deem incurred by Deem in relation to this Pledge including the costs, charges and expenses incurred in the carrying of this Pledge into effect or in the exercise of any of the rights, remedies and powers conferred hereby shall be paid on demand by the undersigned.
- This Pledge shall be governed by and construed in accordance with the laws of the United Arab Emirates. The undersigned also further submits to the non-exclusive jurisdiction of the courts of the Emirate of Abu Dhabi.

ANNEXURE

S. No.	Fixed Deposit No.	Date of Deposit	Amount of Deposit
1			
2			
3			
4			
5			
6			

IN WITNESS WHEREOF this Pledge Agreement is signed on this date (DD) / (MM) / (YYYY)

Pledge Name: _____

Ⓓ SIGN HERE

Ⓔ SIGN HERE

Ⓓ Deem signatory

Ⓔ Pledgor's signatory