

## Personal Cash Loan Terms and Conditions

### Loan amount

National Bank of Egypt (the "Bank") grants the customer a personal loan in the amount that will be agreed upon which will be credited to the customer's current account held by the Bank as specified by the customer.

### Loan term

The loan term starts from the date of granting the loan and ends on the due date of the last installment.

### Repayment

- The customer chooses the repayment program that best suits him/her from the repayment schemes offered by the Bank. The customer shall pay the principal loan amount, interest, commissions, expenses and any other payable amounts according to the repayment program chosen by the customer. If the due date falls on the Bank's weekend or an official holiday, repayment shall be made on the day immediately preceding such holiday.
- Installments include all expenses as well as any other costs related to the loan.
- Any differences in interest, commissions, expenses and/or any other payable amounts related to the loan shall be added to the amount of the last installment.
- In case of the repayment of an installment by cheque, the customer shall furnish the cheque to the Bank no later than five banking days before the relevant installment's due date in order to be collected and used in the repayment of the installment on its due date so as not to charge any late interest to the customer.

### Interests, commissions, late interests and expenses

- Throughout the term of the personal cash loan agreement, an annual interest rate shall apply to the loan amount or the remaining loan balance according to the rates declared by the Bank. The interest shall be calculated based on the outstanding debit balance and shall be payable according to the loan repayment program.
  - An administrative fee shall apply to the full loan amount according to rates declared by the Bank. It shall be paid once upfront upon signing the loan agreement.
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- A monthly late charge in addition to the late interest shall apply according to the rates declared by the Bank. Such interest shall accrue on a daily basis from the date on which payment becomes overdue until the full repayment with respect to any payable amount that is not paid on its due date including the annual interest of the principal loan amount.
- The Bank may change the interest rate applicable on the loan, the late charges and late interest as well as all the commissions and expenses set forth in the agreement according to the Bank's applicable policies and decisions rendered in this respect. The Bank shall notify the customer of such change by any means deemed appropriate by the Bank.

### Full or partial prepayment

- If the customer wishes to prepay all or part of the outstanding loan amount, or if the loan account is liquidated for any reason whatsoever before its maturity date pursuant to the provisions of the loan agreement, the customer shall pay to the Bank the payable interest until the prepayment date in addition to a prepayment fee according to the rates declared by the Bank in case of cash repayment or in case of any other method of repayment. fees shall apply to the balance prepaid before its maturity date. The Bank may charge the customer for any other costs that may become payable to the Bank as a result of the loan prepayment.

### Customer's obligations and the right to debit accounts

As a security and guarantee for the repayment of the full loan amount including principal, interest, commissions, and all expenses arising therefrom as well as any other payable amounts, the customer irrevocably acknowledges and commits to the following at present and in the future:

- The customer shall repay all the loan installments at their respective due dates;
  - The customer shall promptly notify the Bank upon resigning from or leaving his/her job;
  - The customer authorizes the Bank to directly debit the customer's account with the Bank or the customer's payroll card to repay the monthly installments including interest, commissions, expenses and any other payable amounts which represent obligations
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incurred by the customer pursuant to the provisions of the loan agreement;

- The customer agrees that the Bank shall debit the customer's share in the stamp duty applicable to the debit balance arising from the loan to the customer's loan account, the payroll card or any of his/her accounts with any of the Bank's branches, and pay such stamp duty to the appropriate tax office on behalf of the customer;
- The Bank has the right to retain any amounts from any of the customer's accounts opened or to be opened with the Bank, any amounts or deposits owned by the customer which are held or to be held at the Bank, or any securities, commercial papers or financial instruments generating a yield which are in the custody or at the disposal of any of the Bank's branches or customers. The Bank shall use such amounts towards the repayment of the debit balance payable by the customer to the Bank. The customer shall consider such amounts as an indivisible security for all amounts that are or may become payable by the customer to the Bank;
- The customer agrees and authorizes his/her employer, in case of leaving or resigning from his/her job, to directly transfer to the Bank the end-of-service remuneration or any other due amounts from the employer to be used towards the repayment of the remaining loan amount as well as interest, commissions, expenses and any other payable amounts that may arise.

### Insurance

- The customer agrees that the Bank shall issue a life insurance policy solely in favor of the Bank which shall become payable on death or total disability according to the applicable terms of the insurer selected by the Bank, and the Bank shall utilize the proceeds of such policy towards the settlement of the outstanding loan balance as well as interest, commissions, expenses and any other payable amounts.
  - Any insurance benefits of the insured (the customer) in relation to the loan subject of this agreement shall inure solely to the benefit of the Bank.
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## Events of default

- The principal loan amount, interest, commissions, late interest and all other due amounts shall become immediately payable without notification, warning or judicial decision, and the Bank may take legal procedures to claim the full repayment if any of the following events of default occur:
  - The loan amount or any installment thereof is not repaid on the relevant due date set forth in the agreement;
  - The customer fails to fulfill any of its obligations under the agreement;
  - Any undertaking or guarantee in the loan agreement or in any certificate or statement issued in relation to the agreement proves to be incorrect or false in any respect;
  - The customer breaches any term or undertaking stipulated in the loan agreement;
  - The customer becomes bankrupt or insolvent or loses his/her eligibility;
  - The customer loses his/her job for any reason whatsoever;
  - The customer is enlisted on the banned lists;
  - Any circumstances arise that the Bank deems, at its absolute discretion, to jeopardize its interests.
- In all cases which the indebtedness amount becomes repayable for any reason whatsoever before falling due this shall be upon the Bank's sole desire/discretion. The Bank's failure to exercise such right provided to it in this clause shall not be deemed a waiver thereof by the Bank and will not preclude the subsequent exercise of such right by the Bank at any time as the Bank deems appropriate. Interest on amounts (due) payable by the customer shall apply after closing the loan account as per the last amendment to the interest rate declared by the Bank during the term of the agreement and before closing the loan account.
- It is understood by the customer that, according to Central Bank of Egypt's (CBE) instructions, the customer will be enlisted on the negative lists if any of the following events occur:
  - The customer fails to repay due amounts for more than 180 days after the set grace period or maturity date;
  - A settlement is carried out with respect to the indebtedness payable by the customer;
  - The indebtedness payable by the customer is rescheduled;



- Any judicial procedures are taken against the customer by the Bank;
- The indebtedness payable by the customer is written off without discharging the customer thereof.

### **Loan maturity**

In the event that the customer leaves his/her job for any reason whatsoever or dies, the loan shall promptly fall due and the principal loan amount, interest and any other due amounts shall become payable after fifteen days from the date of the notice given to the customer or, in case of the customer's death, to his/her heirs by registered mail or fax to the address mentioned in the loan agreement without need of notification, warning or judicial decision.

### **Bank statements and banking secrecy**

- The customer authorizes the Bank to send all bank statements and correspondence via Egypt Post by ordinary or registered mail to the customer's address with the Bank, which shall be deemed the selected domicile throughout the term of the loan agreement, or by any other means that the Bank deems appropriate on a quarterly basis or as determined by the customer.
- All bank statements and any other correspondence delivered to the customer or any delegate thereof shall be deemed legal and binding on the customer. The customer shall notify the Bank of any change to his/her address. The Bank shall not be held liable for any correspondence or bank statement(s) not delivered to the latest address registered at the Bank.
- The customer declares that if the Bank does not receive any objection from the customer to the balances shown in the statement(s) of account sent to him by the Bank within fifteen days from the date of being notified of such statements, this shall be deemed as a final approval and endorsement from the Customer of the contents of such bank statement(s). Accordingly, the customer may not object to any balance in its accounts held with the Bank at present or in the future.
- Pursuant to the provisions of the Central Bank of Egypt, the Banking Sector and Money Law, filing a lawsuit by the customer against the Bank for the purpose of determining the amount(s) payable by the customer will not result in suspending any judicial

or non-judicial actions taken by the Bank against the customer to recover amounts due to the Bank from the customer. The Bank may continue to execute any judicial decisions issued in favor of the Bank against the customer notwithstanding the customer's objections thereto including filing the abovementioned lawsuit or arguing that the judicial decision is not final.

- The customer authorizes the Bank to disclose all or part of the information on his/her transactions as per the Central Bank of Egypt, the Banking Sector and Money Law No. 88 of 2003 in case of taking any legal actions to recover the Bank's rights from the customer, or to prove the Bank's right in any judicial dispute arising between the Bank and the customer in connection with such transactions, or otherwise in case the Bank demands the customer's employer to pay the customer's obligations under the loan extended to the customer by debiting amounts due to the customer from the employer.

#### **Merger and consolidation of accounts and offset**

- All accounts that shall or may be opened in the name of the customer with the Bank at any of its branches shall constitute a whole indivisible unit as a security and guarantee for the repayment of the customer's debt to the Bank. The Bank may, at any time it deems appropriate merge or consolidate all or some of such accounts.
  - Without prejudice to the Bank's right to set off pursuant to the law as it is a banking institution, the customer hereby in all cases whether in present or in future authorizes the Bank finally and irrevocably to set off any amounts payable to the Bank by the customer in any form under the loan agreement against any amounts owing to or held in the account(s) of the customer, or any funds deposited at the Bank, or any securities or commercial papers in the customer's name held under the Bank's custody. If the funds mentioned above are in a currency other than the currency of the loan, the Bank may sell and/or convert such funds to the currency of the loan as per the rates declared by the Bank on the day of selling or conversion. The customer may not have recourse against the Bank with respect to any claims or indemnification. The customer declares that the Bank shall have no liability in this regard currently or in the future.
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### Assignment and transfer of rights

- The customer explicitly declares that he/she accepts that the Bank has the absolute right and full powers to fully or partially transfer or assign to any third party selected by the Bank, any debt due from the customer by any means according to the relevant terms approved by the Bank including retaining the Bank's right to take all legal actions against the customer on behalf of the transferee or assignee without referring to the customer or obtaining a written consent from the customer. Such transfer of rights or assignment shall be binding on the customer by accepting the third party as its single creditor, or as a joint creditor with the Bank, or as a single creditor while maintaining the Bank's right to continue to exercise its rights under the loan agreement on behalf of such third party.
- In the event that the Bank wishes to assign or transfer its rights as mentioned above, the Bank may notify the customer and any third party of the transfer of rights or assignment acceptance by way of a process server or by any other means that the Bank deems appropriate to enforce such transfer or assignment against the customer and before any third party. All costs and expenses arising from the transfer or assignment of rights, execution under such rights, or claiming the debt due from the customer shall be charged to the customer. The customer shall pay to the third party the difference between the remaining balance of the loan and the actual amount received by the Bank in consideration of the transfer of its rights to the third party which shall be entitled to claim the amounts due from the customer on behalf of the Bank.
- The customer may not, under any circumstances, transfer its rights or obligations or any part thereof to any third party under the loan agreement without the Bank's prior written consent.

### Applicable law and jurisdiction

The loan agreement shall be governed by the Egyptian Law. Any dispute arising out of or in connection with the execution or application of any provision of this agreement shall be settled by the courts of Cairo of different types and instances or any other court selected by the Bank. The customer's right to object to the competence and jurisdiction of the court that the customer has accepted beforehand shall be forfeited in advance.

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### General provisions

- The customer declares that the address mentioned in the loan agreement shall be his/her selected domicile to which all correspondence and notices shall be sent. Any notices or correspondences sent to such address shall be legal and legally binding. The customer further declares that any notice served to the customer's work address is effective even after leaving his/her job for any reason whatsoever in case of not notifying the Bank.
- The customer shall notify the Bank by registered mail with return receipt of the customer's new address or selected domicile in case of changing the abovementioned address or selected domicile fifteen days prior to the date of such change.
- The address mentioned in the loan agreement shall be the selected domicile of the customer's heirs or successors. Any notices served to such address shall be legally binding and effective without having to notify the remaining heirs.
- In case the principal loan amount, interest, commissions, expenses and any other payable amounts are collected by the Bank through judicial decision, the customer shall pay to the Bank all costs, fees and expenses incurred by the Bank as a result of recourse to legal procedures to collect the customer's debt.
- The customer authorizes the Bank under the loan agreement to register the date of the agreement at the appropriate notary public office.

### Protection of customer rights

National Bank of Egypt (NBE) is keen on implementing the best international practices adopted within the banking system as well as setting clear principles and rules for governing the relationship between the Bank and its customers across all the stages of their interaction to meet the highest fairness and transparency standards in accordance with CBE's regulations. In addition, the Bank aims to protect customer data and rights with a view to establishing confidence between the Bank and its customers according to clear rules and principles. Accordingly, the Bank shall consider the following:

- 1- The customer is entitled to review the agreement before concluding it and to obtain a copy thereof any time after concluding the agreement.
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- 2- Subject to the provisions of the Central Bank of Egypt, the Banking Sector and Money Law with respect to maintaining the secrecy of accounts and the provisions of the Anti-Money Laundering and Terrorist Financing Combating Law and regulations, the Bank shall maintain the confidentiality of all the customer's financial and personal data and information and such data and information may not be used or shared by the Bank with any third party unless the customer's prior written consent is obtained.
  - 3- The Bank shall make the features/parameters/interest and banking tariffs that apply to all its products and services available and regularly updated for customers on its website [www.nbe.com.eg](http://www.nbe.com.eg).
  - 4- All correspondence between the Bank and the customer shall be in the Arabic language.
  - 5- The customer may present any complaint to the Bank's Complaints Department, or the branch holding the account, or lodge the complaint via any other means made available or introduced by the Bank. NBE shall respond to the complaint (in writing or electronically) within 15 working days from the date of receiving such complaint except for complaints related to transactions with third parties (the customer shall be notified with the period of time required to consider the complaint). In case the customer does not accept the Bank's response, he/she shall notify the Bank in writing of such non-acceptance and the reason thereof within 15 working days from the date of receiving the response; otherwise, this shall be considered an implicit acceptance of the response. If the Bank is notified of such non-acceptance as indicated above, the Bank shall re-examine the complaint and notify the customer of the Bank's final response within 15 working days. The customer may not directly escalate any complaint in relation to this agreement to the CBE unless:
    - No response whatsoever is given in respect of the customer's complaint within 15 working days from the date of receiving such complaint by NBE; or
    - The customer does not accept the Bank's final response to the complaint.
  - 6- The customer shall carefully read all the terms and conditions of the loan agreement and clearly and accurately understand their contents.
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