



# **Manual of**

# **General and Special Terms for Dealing**

with The Accounts

and

The Banking and Electronic Services

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## Manual of General and Special Terms for Dealing with The Accounts and The Banking and Electronic Services

I approve the validity of the conditions and provisions set forth below in respect of any account/ accounts, whether they were previously opened or which you may open in the future at my request and in respect of any bank services provided to me by the Bank, even if it is opened in my name, when I obtain any facilities, loans or bank services of various kinds and nominations in so far as they do not conflict with the contracts/ special and general conditions of such it is contracts or services.

#### **Definitions:**

- **Bank**: Arab Bank PLC including all its branches in the Arab Republic of Egypt or abroad.
- **Customer**: A natural or legal person. A singular comprises dual and plural as well.
- Working day: It is the day on which the Bank is open and provides its services.
- **Account No.**: It is the number which a customer must use with all its components, in dealing with the account. This number consists of an identifying unified number of the customer, the branch and the type of account.

#### The General Terms to Which All Accounts are Subject

- 1- The Bank has the right to block the account opening amount deposited by the customer up till all required documents are fulfilled by the customer and legal investigations performed by the Bank, and the customer does not have the right to deal with the account until all documents are completed. The Bank also shall have the right to reject the customers request to open the account without introducing any reasons. In case of account opening rejection the customer is informed to withdraw the amount blocked by the Bank and the customer shall have no right to proceed with any indemnity or any legal action against the Bank as a result of utilizing its right to decline opening the account.
- 2- The Bank has the right to execute balance blocking/reserving procedures received from regulatory parties without the need to notify the customer.
- 3- The Bank shall have the right, without recourse to the customer, to debit any of the customer's accounts for all expenses, fees, interest, commissions, taxes and stamps which it bears or pays on behalf of the customer or which results from any transactions between the Bank and the customer. Also, the Bank has the right to amend any of banking prices which includes interest, fees, commissions and fines provided customer's notification of such amendments by any of the communications mean that are accredited by the bank.
- 4- The customer declares that he reviewed the interest, fees and commissions list relate to accounts and banking services.
- 5- The customer approves any deposit made to his account by a third party, whether such deposition is in cash, commercial papers or inward transfers subject to agreement by the Bank to accept such deposits. The customer hereby commits not to personally deposit or accept the depositing of any amounts of unknown or suspected sources in any of his accounts or in any other account opened with the Bank. The customer also acknowledges that he is the sole owner of, and beneficiary from, the opened account, and he undertakes to update his personal information in case of any related changes or upon request.
- 6- In case customer receives an inward transfer in foreign currency and the customer does not have an account in same transfer's currency, the Bank has the right to open a sub account in same transfer currency and to credit this account with the transfer amount without customer's prior notice.
- 7- The instructions or requests directed to the Bank by the customer shall be clear using a printed writing or by a clear handwriting, without vagueness and free of any crossing out or writing between lines. The Bank will bear no responsibility in the case of non-execution of any instructions or requests in violation of this condition.
- 8- The Bank shall not be responsible for paying the value of any commercial papers if it lacked any compulsory component as long as it was issued in the a form of a payment order and / or instructions.
- 9- If the account is capable of cheque drawing, the customer shall exclusively draw them using the bank forms or which were prepared with agreement of the Bank. The Bank will bear no responsibility toward the customer in the case he violated this condition, if the Bank does not honor them or if it pays then.
- 10- The customer will be responsible for maintaining his cheque book, and shall inform the Bank in

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- writing as soon as he knows that it is lost, stolen falsified or distorted stating the circumstances surrounding this, otherwise the Bank will not be responsible to the customer for any obligation.
- 11- The objection by the customer to the satisfaction of any cheques drawn on his account will not be acceptable unless the Bank is informed in writing of such objection before the cheques are cashed or are debited to the account of the beneficiary.
- 12- In cases where the customer's account is capable of dealing by payment orders or transfer from the account, the request by the customer from the Bank to cancel any instructions related to any payment order or transfer in favor of a third party will not be acceptable after the sum is paid or credited to the account of the beneficiary or if he accepts it.
- 13- The Bank may refrain from executing a payment order or a transfer which it receives indirectly (other than from the account holder in person) if it doubts that it is untrue. The Bank may request a confirmation that it was issued by the account holder with any means it may deem fit without any responsibility of the Bank for any delay or non-execution.
- 14- The payment order or transfers must state the sum, account number, the name of the beneficiary of the payment order or the transfer and any other details requested by the Bank. The Bank will not be responsible for not honoring them if they are in violation of this condition.
- 15- The Bank shall not be responsible for the non-actual collection of commercial papers which the customer deposits in his account for collection. The Bank shall satisfy its obligation when commercial papers are presented for payment even if not honored. In case such commercial papers are not honored, the customer shall revert to the Bank to receive them. The Bank shall not be responsible to the customer for any loss, waste, damage or delay except in the case of fraud or willful gross mistake of any commercial papers without prejudice to the Bank's right of returning it back to the customer through his accustomed mail system or through speed collection method or by ordinary or registered mail at the discretion of the Bank.
- 16- The endorsement by the customer of commercial papers for deposition in his debit accounts is a regular endorsement unless stated explicitly that the sum is for collection. The account number of the customer opposite the endorsement is not a presumption that the endorsement is for delegation/collection.
- 17- If the Bank credits/ pays the sum of any commercial papers including the papers purchased to be credited to the customer's account or for deposition for collection it shall be considered unconfirmed entry/ payment and conditional upon the actual collection of the sum. The customer acknowledges that the applicable laws and regulations in some countries permit reversing the sum entry after period of time which vary from one country to another. In this case the customer's obligation toward the Bank continues to exist to return the sum to the Bank together with any interest which may accrue at the rate due on bank loans and facilities, whichever is more suitable to the Bank in addition to any expenses which may be borne by the Bank.
- 18- The Bank shall not be responsible for the actions of any correspondent banks, agents or brokers whose assistance is sought by the Bank or with whom the Bank deals in the course of executing any transaction made or requested by the customer and results in such dealing. Further the Bank will not be responsible for returning the original copy of any paper or documents which may be held by official authorities or institutions with whom the Bank deals as long as they are held for reasons beyond the control of the Bank.
- 19- The customer will be fully responsible for any actions or restrictions which might be imposed by official authorities domestically or overseas on his accounts or on any of the bank transaction carried out by him.
- 20- The Bank has the right to provide its banking services through and/or using electronic servers and/or technical assistance from its Head Office, branches, affiliates, subsidiaries, and/or from any other third party inside or outside the country. The Customer, accordingly, agrees and consents beforehand to the Bank's transmissions of the Customer financial and non-financial data and information, in any type or format, as well as access to the Bank's systems, to any of the parties mentioned above, without being in breach of any of its obligations toward the Customer, especially those related to bank secrecy.
- 21- The Customer authorizes the Bank to exchange information and/or documents and/or invoices with other financial institutions involved in the processing of the Customer transactions to satisfy applicable laws, regulations, or international standards on combating financial crimes. Furthermore, the Customer authorizes the Bank to disclose any information related to

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- Customer's accounts and/or transactions to the home regulatory body of the Bank's parent company (i.e. Central Bank of Jordan). In such cases the Bank shall not be considered in breach of any of its obligations toward the Customer, especially those related to bank secrecy.
- 22- The Bank has the right to assign and/or centralize the contact center services to the contact center located at the Bank's parent company Jordan or to any other third party that the Bank deal with in executing such services (i.e. transactions, requests, complaints, etc.), including the activation of such services, and the Customer, accordingly, agrees and consents beforehand to the Bank's transmissions of the Customer financial and non-financial data to the parties mentioned above without being in breach of any of its obligations towards the Customer especially those related to bank secrecy.
- 23- Any power of attorney or authorization whether general or specific issued or might be issued by the customer whether before or after opening the account, and would entitle the attorney or the authorized party to dispose of the customer's account, will remain in effect until the customer informs the Bank in writing to the contrary.
- 24- The Bank may, without obligation on its part, may adopt any authorization or power of attorney whose authenticity is countersigned by the official authorities of any country or corresponding bank, even if the customer's signature is not identical to the form of signature kept by the Bank.
- 25- The customer should notify the Bank by registered mail with the cancellation of the power of attorney issued by him to act on our behalf in relation to his accounts. The cancellation instructions apply from the next day of receiving the customer's notification by the branch withholding his account.
- 26- If the customer is a debtor or a guarantor of any obligations for whatever reasons including the issuance, of a discounted or guaranteed or written promissory notes, , or the issuance of letters of guarantees and commercial papers purchased or any other obligations including those which may arise from crediting any sum by mistake in the customer's account or for the purpose of enhancing the securities and insurances made in favor of the Bank, the Bank shall have the right to take all or any of the actions set out below despite the difference of the currency of such accounts and obligations:
  - a) To make consensual clearing between the customer's accounts balances currently existing or which will be opened in the future and the financial dues of the Bank.
  - b) To consolidate all or some of the customer's accounts into one account and make transferring from one account to another.
  - c) To transfer any funds or balances of the customer to a collateral account in the name of the Bank as a security of any debt which is due or may be due.
- 27- In the case the customer accepts dealing by way of telex, fax, telephone or e-mail the risks of such dealing will be fully borne by him. The Bank will not be responsible for any damage to the customer as long as it executes the instructions sent to it through the said means in good faith.
- 28- The customer's dealing with the account/ accounts by way of plastic/ electronic cards or the telephone or internet services or any services of the kind is his own option. He is aware that such dealing involves such risks as may arise from his default or negligence to maintain such cards, secret numbers (PIN) or any breakthrough by others of nets and information systems. He accepts such dealing and bears the risk which may arise from it, and he shall release the Bank from any obligation which may arise from such dealing. Further, the customer shall be liable to maintain the cards and secret numbers which he may receive from the Bank.
- 29- The customer shall inform the Bank in writing at once in the case of losing such cards or information or other number relevant to the dealing or becomes known to others. The Bank will not be responsible also for any damage to the customer as long as it is beyond the control of the Bank until the time when the Bank is able to suspend the service pursuant to the notice which received from the customer.
- 30- The Bank may, in the cases it estimates that there is doubt or suspicion of the authenticity of the transactions carried out by the customer by the use of the cards, the telephone, internet or any other means of dealing, suspend the services it provides to the customer without prior notice and without any responsibility on the part of the Bank.
- 31- The Bank shall suspend any of the services it renders to the customer permanently or temporarily without any responsibility if it receives a notice by any means of communication

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- attributable to the customer in which he asks for the suspension of the service. The Bank may also accept such notice from the attorney or the person authorized by the customer even if the power of attorney or the authorization is general.
- 32- If any of the customer's accounts becomes debit or overdrawn in favor of the Bank without prior agreement for any reason, this will result in a debit interest on the daily balance to be computed on the basis of the maximum limit of the consensual indebted interest rate of loans and facilities in overdraft whichever is better for the Bank.
- 33- The customer authorizes the Bank, at its absolute discretion, to affect payment of any withdrawals either by cheques, transfers or payment orders made with his knowledge where funds are not available in his current account, such payment will be secured by blockage of other deposits held at the Bank. The customer further authorizes the Bank to transfer said deposit(s) to a "cash Collateral –against facilities account" and to apply said deposits at their first maturity dates in or towards satisfaction of any debit balance owed by the customer to the Bank. Said authorizations and all relevant procedures may be performed by the Bank without recourse to the customer or prior warning, notice or any other legal proceedings. It is understood that said authorizations given to the Bank cannot be revoked without its prior consent.
- 34- All the customer's accounts held with the Bank, debit or credit and of whatever type or name, is considered as jointly guaranteeing and securing one another and legally considered as sub accounts to one general basic account. Accordingly, the customer's debit/credit position with the Bank at any instant, is the net balance of the current or future deposit and liabilities for these accounts jointly.
- 35- The customer's signature supplied by him to the Bank on the relevant signature card forms is considered legally acceptable for all his accounts or transactions with the Bank.
- 36- The Bank may overdraw any of the customer's accounts at its own discretion. The overdrawing of the account is not considered as an acquired right of the customer, but it is by way of facilitation and easement by the Bank. The customer is bound to cover the value of the overdrawing within one month after the overdrawing of the accounts at the most in addition to any interest and commission which the Bank charges on loans and facilities whichever is better for the Bank.
- 37- The customer acknowledges and agrees to the following:
  - a) The photocopies kept or extracted from the means of modern technique, the computer, ATM and e-mail with the Bank has the legal force of the original in proof. The photocopies and extracts provided by the Bank shall be in any dispute an acceptable evidence and binding on the customer. The Bank will not be bound to present the original. The customer will waive his right to deny any writing, signature attributable to him or demand the Bank to produce and/ or present the original documents after the lapse of five years of the execution of any of the documents related to the transactions made on the accounts such as drawing, deposition and the like.
  - b) The Bank accounts and records will be an acceptable evidence to prove the transactions and balances which have been made/ or made on the accounts. It is sufficient for the Bank for this purpose to provide a statement of account extracts from the computer or any other available means of dealing.
  - c) The statements of accounts are sent to the customer by available means periodically on the dates specified by the Bank. In the case the customer objects to the statements, he must hand over to the Bank a written notice explaining his objections within fifteen days from the date of sending the said statements; otherwise the customer acknowledges the truth of the statements and in case the Bank is not able to send account statements for any reason then the Bank without any responsibility and prior notice to stop printing account statements
  - d) In the case the customer requests any additional account statements or wants to obtain any extracts he shall be bound to pay the expenses specified by the Bank.
  - e) The Bank's records and statements will be acceptable to the customer and considered as a binding and conclusive evidence which may not be objected to or challenged by him.
- 38- The customer acknowledges that, the Bank will not pay him any interest on the accounts/ credit balances unless this is agreed upon with the Bank or if the Bank instructions and policies permit payment of interest on such accounts. The rates of interest, whether credit or debit is capable of

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- increase and decrease without the need of a prior notice depending on the interest rates prevailing on the banking market or the factors affecting the interest price.
- 39- If the customer requests/ agrees that his accounts or any of them be replenished from one another or from specific accounts or that some account/ accounts belonging to others be replenished from his own accounts or any one of them, such authorization will remain in force and applied until the Bank receives a written notice from the customer to the contrary provided that the third party should agree if the cancellation of instructions is subject to his consent.
- 40- The Bank shall, without a request from the customer, replenish the customer's account from one another with a view to facilitating any withdrawals made by the customer whether directly or by any of the means of dealing with accounts including the cards and services.
- 41- If the customer requests transfers between his accounts or to the a third party accounts, he shall authorize the Bank to carry out the transfer at the price prevailing at the Bank upon the transfer if the currency of the account from which the transfer is made is different from the currency of the account to which the transfer is made, and to debit any expenses or commission due to the account from which the transfer is made without any responsibility on the part of the Bank.
- 42- If the customer authorizes the Bank to settle the value of any services or obligations due from him in favor of any institution or person, he may not cancel such authorization except by a written notice to be delivered to the Bank or with the consent of the beneficiary if the cancellation is subject to his consent.
- 43- The Bank will debit any of the customer's accounts with the sums which the Bank settles and any interest, commission or expenses which may be due.
- 44- In the case the customer requests to draw large amounts of money in local or foreign currency, the Bank will have the right to suspend the execution of the customer's request until the time specified by the Bank.
- 45- If a dispute arises between the customer, the Bank and a third party over a bank transaction, the customer will authorize the Bank irrevocably to block any sum, the subject of dispute until the dispute is determined judicially or amicably without the customer having any right to claim any interest or compensation.
- 46- The Bank may consider the Current/ Saving account as blocked if a period of two years lapses and a period of three years for term deposit accounts, without any transactions made by the customer on the account. The posting of credit interest, expenses or commission is not considered as an entry for the purposes of this provision. The account may be operative as soon as any withdrawing or deposition transaction is made by the customer or his attorney under a special or general power of attorney allowing withdrawing and deposition from/ to the account. It is considered as transactions as well to draw cheques on the account/ inward transfers / the issue of transfers or the transfer from one account to another of the customer or a third party.
- 47- The Bank may, at its absolute discretion, close any of the customer's accounts, at any time without bearing any responsibility and without prior notice, in case it discovers, at its absolute discretion, that the customer violated any of the conditions of dealing or the banking customs, or if he does not observe the law and the principle of good intention in dealing, if he issues commercial papers, bank transfers or payment orders or if he performed fictitious transactions or for any other reasons estimated by the Bank. We also emphasize the importance of matching the deposits, withdrawals and financial transactions with the nature of activity of the Customer and his/her financial abilities and not to use personal accounts in performing commercial transactions that violate regulatory controls.
- 48- The customer undertakes to provide all the documents requested by the Bank within a period of time specified by the Bank. In the case he fails to provide such documents, the Bank will have the right to close the account without prior notice and responsibility.
- 49- The Bank shall have the right to close any of the customer's accounts without prior notice and responsibility if a period of six months elapses without any transactions/ movements made on it and if it is without any debit or credit balances. Rejection by the Bank to accept any deposits or transfers which are made on the customer's account after their closure will not make the Bank responsible.
- 50- In the case the Bank closes the account/ accounts of the customer or if the account is closed at the request of the customer, or upon the end of the validity of using any of the cards or tools delivered to the customer, upon his request to suspend the service or when the Bank decides to

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- cancel the services, the customer will be bound to return any cards, cheque books or tools handed over to him by the Bank. It is understood that the closure of accounts is not conditional upon giving the customer a notice thereof or upon his consent to the balance resulting from the closure without any responsibility
- 51- Any of the conditions of dealing which entitles the Bank to use more than one option or implies the meaning of permission will not hold the Bank responsible if it uses or not any of such options or powers available to it.
- 52- The Courts of Arab Republic of Egypt have jurisdiction to hear any dispute between the customer and the Bank. The Bank may select the jurisdiction's place of any court of the Arab Republic of Egypt without the customer having the right to object or disproof of non specialization of plea. The Egyptian law will be applicable.
- 53- The address shown on the application for account opening is considered as the domicile selected by the customer for service. The customer shall, when the said address is changed, inform the Bank in writing thereof, otherwise any notice or advice to the address kept with the Bank will be correct.
- 54- If the customer chooses, instead of sending any notices, correspondence or returning any documents or commercial papers deposited by him to be kept in his file with the Bank, the customer will be bound to contact the Bank to receive them during one month from their keeping date. In the case of any loss, destruction or delay, the Bank will not be held responsible. The customer is considered to be served thereof after one week from their keeping in his file.
- 55- The conditions set forth in this form are applied by the Bank. They express the relation of the Bank with the customer. The customer acknowledges that he has read them and received a copy thereof. They are binding on him without the need of signing them. In the case the customer signs the last page of them, he will be considered as signing every page thereof as they are considered as one unit. The Bank may amend any of these conditions provided that the Bank should send a notice to the customer by the available means of communication. The amendment will be effective two weeks after sending the notice.
- 56- In case of crediting any amount to the customer's account by mistake, the Bank has the right at its absolute discretion and without recourse to the customer to reverse the entry by debiting his account for the same amount. The customer is not entitled to claim the Bank with the said amount(s) in any case.
- 57- The Bank is not obliged to affect payment of any withdrawals from the customer's foreign currency accounts unless foreign currency is available at the Bank provided that a prior notice of minimum two working days should be given to the bank for withdrawal of amounts that exceed fifty thousand American Dollars or its equivalent.
- 58- A difference of exchange specified by the Bank will be collected from the customer upon withdrawing in cash from his foreign currency accounts.
- 59- The customer hereby authorizes the Bank without any objection from his part to record his phone calls with customer service to subscribe or cancel any of the services presented by the Bank and without any responsibility on the Bank.
- 60- The conditions of dealing apply to any Transactions or services provided by the Bank, which the customer requested upon opening the account or at any subsequent time.
- 61- The Bank, at its absolute discretion, has the right to reject presenting any of its services or products.
- 62- In respect of anything not included in the conditions of dealing, it will be subject to the policies and procedures applied by the Bank or the banking customs.

#### The Special Terms of The Accounts

#### **The Special Terms of Current Accounts**

- 1- A Debit interest on the account shall be debited at the end of each month.
- 2- If agreement is concluded between the Bank and the customer on a credit interest, it will be credited twice per year according to a biannual periodic to be agreed upon.
- 3- The customer authorizes the Bank to overdraw the current account according to its choice to pass any withdrawals made by the customer or to post interests, commission of any loans, or facilities or any commercial papers withdrawn, guaranteed or accepted by the customer or any liabilities due from the customer whether he is debtor or guarantor regardless of the reason for the obligation. The customer shall settle any commitments due from him in favor of the Bank during a maximum

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- period of thirty days from the date of any overdrawing.
- 4- Withdrawing from the account will be either directly (at the counter) or by cheques or payment orders meeting conditions acceptable to the Bank, by cards or any other means provided by the Bank.
- 5- The Bank has the right to deduct from the customer's account the value of the cheques that he requests stopping its payment or he reports its loss and keep sufficient funds corresponding to the value
  - until the dispute is determined judicially of amicably.
- 6- The appearance of any interest transactions on the account is not considered an account operation after its closure
- 7- The Bank has the right to close the account if the customer issued three cheques on his account without being sufficient funds in it without prior notice and responsibility.

## **The Special Terms of Term Deposit Accounts**

- 1- Interest shall be credited at the maturity date.
- 2- The Customer is not entitled to withdraw any amount before the maturity date, unless the Bank agrees thereto. An authorization or power of attorney issued by the customer whose terms include withdrawing from the accounts and receiving deposits is considered sufficient for the attorney or the authorized signatory to break the deposit and an authorization of the attorney to acknowledge the truth of the balance.
- 3- At the maturity date, the Bank may either renew the term deposit for another similar period at the then prevailing interest rate or transfer the balance to any of the customer's accounts.
- 4- In case of receiving an additional deposit for this account during the period of the term deposit, the Bank may choose either to accept the additional deposit in the original term deposit account or to open a sub account for such a deposit to be fixed at the prevailing interest rate at the time of receiving it for a period not exceeding the period of the original term deposit.
- 5- In case the customer wishes to deposit through inward transfers which, the account number of the customer's term deposit account along with other conditions should be stated in the inward transfer and in case none of any conditions mentioned within the inward transfer the Bank has the right automatically and without responsibility to fix the deposit for a month.
- 6- In case the Bank approves the customer's requests for a partial or total withdrawal of the term deposit before the maturity date, interest will be computed pursuant to the instructions of the Central Bank in this respect.
- 7- If the account is a fixed term deposit account in local / foreign currency, it will be subject to the previous terms in so far as they do not conflict with the following conditions:
- a) The Bank will open a fixed term deposit account in which the sum of the deposit is to be credited and parallel account(s) current / saving for the purposes of replenishing term deposit and crediting the interest. An account statement will be only issued for the parallel account.
- b) At the maturity date the interests are credited to the terms deposit account then the principal of the term deposit amount plus the interest may be renewed, unless the customer requests otherwise, at the prevailing interest rate. against a notice to be sent by the Bank to the customer at his approved address.
- c) The customer shall notify the Bank in writing not less than five working days before the maturity date if he decides not to renew the term deposit or to amend its terms or sum.
- d) The value date of fixed term deposit is two working days after the deposit of any amounts in the current account in addition to the collection periods if the deposition includes commercial papers.
- e) Any additional deposits with a sum less than the minimum amount determined to fix a term deposit, remain in the current account until the maturity date of the original term deposit, then the additional deposits will be added to original term deposit on the renewal date.
- 8- The customer shall advise the Bank in writing in case he wishes to add any amounts to his term deposit which deposited in the current / saving parallel account/ whether such deposits is in cash, commercial papers or inward transfers, otherwise these terms will not apply to the additional deposits.
- 9- In case, in special circumstances, the Bank approves the customer's requests for a partial or total withdrawal of the term deposit before the maturity date, debit interest (penalty) will be computed pursuant to the formula applied by the Bank and according to the then borrowing interest.
- 10- The customer authorizes the Bank to debit his account with any amount obtained through any of the various facilities granted to him by the Bank and to transfer these amounts to the cash collateral against facilities account to be held in favor of the Bank as collateral for the facilities granted by the Bank and to secure the due payment of the customer's obligation along with any accrued interest thereon, and commissions computed by the Bank on loans or facilities whichever is better for the Bank and any other charges, provided that such a collateral will not be released until the final

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settlement of all the customer's liabilities towards the Bank. In case that said obligations are not repaid upon the Bank's first demand, the customer authorizes the Bank to exercise its right of clearing between the cash collateral and the said obligations without any prior notice or referring to him. The authorization is final and irrevocable unless the Bank otherwise agree in writing.

# **The Special Terms of Saving Accounts**

- 1- Withdrawal from the account is to be made by the customer directly or under an official power of attorney includes an authorization of the attorney to withdraw from the account in particular or withdraw from customer's accounts in general, or by the use of the cards or any means provided by the Bank within the limit determined by the Bank for the sum of withdrawals.
- 2- The Bank shall, without being obliged, accept a written authorization signed by the customer under which he authorizes the others to withdraw from the account.
- 3- It is allowed to deposit in the account within the limits by the Bank for depositions in cash, or by commercial papers or inward transfers.
- 4- The customer shall ascertain the truth of any sums deposited or withdrawn, or transactions made before signing any document of withdrawal or deposition. Accordingly the Bank will not be responsible for any claim of errors or discrepancies.
- 5- The balance of this account shall not be less than the minimum limit specified by the Bank from time to time. In case of that occurs the Bank shall have the right to close the account without a prior notice and responsibility.
- 6- Credit interest will be computed on the minimum monthly balance basis and to be credited to this account according to the dates specified by the Bank taking into consideration that the Bank shall not compute any interests if the balance of this account is less than the minimum limit specified for the saving accounts.
- 7- In case the account is closed before the dates on which the credit interests are credited to the account, the interest will be computed on the minimum balance basis during the month preceding the closing date.
- 8- If the saving account is in a foreign currency, it will be subject to the previous terms in so far as they do not conflict with the following terms:
  - a) The interest will be computed on the minimum monthly balance and will be credited every six months.
  - b) A statement of account will be issued every three months.
  - c) The Customer can withdraw from this account in the local currency. Accordingly, the equivalent amount in the respective foreign currency will be credited or debited as the case may be to this account in accordance with the prevailing rates of exchange.

#### The Special Terms of Call Accounts

- 1- A credit interest shall be computed on the daily balance of the balance and credited to same at the end of every month.
- 2- The customer shall, before any withdrawal from the account, notify the Bank in writing preceding the withdrawal date by such a time which either matches, or exceeds, the advice's note term (being one, two or three weeks).
- 3- Whenever a withdrawal from the account has been effected without a prior advice note, the transaction shall be recorded in an earlier date that precedes the actual withdrawal date by such a time that matches the advice's note term. Accordingly, no credit interests shall be credited for the customer for the advice's note term preceding the withdrawal.
- 4- If the balance of the account reduced below the minimum limit specified / may be specified by the Bank, the Bank shall have the right to transfer the balance to any other account of the customer without any credit interests will be credited to such balance.
- 5- Withdrawal from the account shall be made by the customer personally, or by the attorney or the authorized signatory. The customer is not entitled to draw cheques, payment orders or transfers from same.

# The Special Terms of Arab Bank Cheque Account

- 1- The account is restricted to the Egyptian pound currency only.
- 2- A debit interest on the account shall be debited at the end of each month.
- 3- The balance of the account shall not be less than the minimum limit specified by the Bank and which represents the minimum balance subject to interest. Therefore it is non binding for the Bank to pay the customer any interest on the account balance that is equal to or less than the minimum balance specified herein above.
- 4- A special credit interest rate is applied according to the rates specified by the Bank and computed according to the daily balance that exceeds the minimum limit referred to in item (3) herein above .The interest shall be credited at the end of months (March/June/September/December) every year.

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## The Special Terms of Arab Bank Multi Advantages Account

- 1- The account is restricted to the Egyptian pound currency only.
- 2- A debit interest on the account shall be debited at the end of each month.
- 3- The balance of the account shall not be less than the minimum limit specified by the Bank and which represents the minimum balance subject to interest .Therefore it is non binding for the Bank to pay the customer any interest on the account balance that is equal to or less than the minimum balance specified herein above.
- 4- The credit interest will be computed on the minimum monthly balance basis that exceeds the minimum balance referred to in item no. (3) herein above and is credited to the account at the end of the months (March / June / September / December) every year.

## The Special Terms of Joint Accounts

# The general conditions of accounts apply to joint accounts in so far as they do not conflict with the following special conditions:

This account is opened by the partners jointly. The shares of the partners should be equal unless they agree otherwise in writing. This account is given a special identifying number (ID) which will be considered for dealing. The ID numbers of the partners are for informative purposes only.

Withdrawal from the account is limited to the partners jointly or by their attorney provided that the power of attorney or the authorization should include a reference to the joint account.

If the partners choose to sign the account severally, any one of them will have full power to dispose of the account and any sub accounts absolutely and to obtain banking services and electronic cards provided by the Bank under the conditions related to each one or request cheque books, issue cheques, endorse and deposit them in the account even if the deposit is in favor of the authorized signatory personally. In addition, an authorized partner shall have the right to place the balance as a collateral of any obligations which have resulted or shall result in favor of the Bank whether he is the debtor, a third party or the other partners. He shall also have the right to transfer from the account in favor of himself or in favor of any one of the partners or others.

If the partners sign on the account jointly, the Bank shall issue visa electron cards or any other cards

or the services provided by the Bank to each one of the partners upon their joint request.

- The authorized partner has no right to authorize a third party to dispose of the account unless agreed otherwise.
- The partners are bound to notify the Bank in writing in case of the death or incapacity of one of them within a period not exceeding ten days from date of death or incapacity. They will be jointly responsible for any transactions made after the death or incapacity. The partners will also be jointly and severally liable to the Bank for any obligations which may result on the joint account or any of the sub accounts. Accordingly, the Bank shall have the right to assume legal action against the

partners or any one of them.

The Bank shall have the right to take due in full of any debt from any of the partners from his share 7-

Any notice or advice sent by the Bank to any of the partners in the account or to their authorized signatory or on the address identified in the joint account opening application form will be binding for all legal effects

The Bank shall have the right to close and block the joint account and distribute the balance equally

or at the rate agreed on by the partners in any of the following cases:

If the bank is advised in writing with a conflict arising between any or all the account partners. It is considered as conflict, the objection by any partner to the acts of any partner or his request of the suspending or blocking of the account or amending its conditions without agreement of the other partners unless the Bank has the right to stop dealing with the account until receiving advice of conflict settlement whether by jurisdiction or satisfaction agreement.

The imposition of attachment on the bank's hand or prevention of the disposal of the funds or b) acts of any one of the joint account's partners with reservation on concerned partner's share unless the Bank decides to stop dealing with the account until release the attachment or presentation

- The death or incapacity of any one of the account's partners until heirs are identified or the allocation of the incapacitated guardian unless the Bank has the right to stop dealing with the account until informed by the account's partner heirs and other account parties to keep dealing with the account or to close it.
- Bankruptcy of any of the account's partners. If any of the account closure cases is realized, the Bank will distribute the partner's shares into independent accounts in their respective names.
- 10- In case the partners desire to restrict the authority of the authorized partner to manage and operate the account once the account was opened, they shall cancel such authority and sign opposite it. But if this occurs after the account opening, they shall advise the Bank by a written notice signed by all the partners accordingly.

11- Amendment of the authorities to sign on the account, must be done by all the partners jointly or by

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an attorney or authorized signatory pursuant to a power of attorney or an authorization including such authority. As to other amendments, it may be accepted from any of the partners if the account terms permit them to dispose the account severally

terms permit them to dispose the account severally.

If the joint account balance becomes indebted in favor of the Bank for any reason or if the Bank agrees at its absolute discretion to make the joint account overdrawn the account's partners shall be bound jointly and severally to settle the balance including any interests, commissions and expenses which may arise at the prevailing maximum rates on loans and facilities. The Bank will have recourse to all or any one of the partners.

#### Benefit Account Terms and conditions

#### **Definitions:**

Terms and expressions used in this special Terms shall have the meaning assigned next to each of them unless the context indicates otherwise:

The Customer: The mother who opens a savings account, deposit account or a certificate in her name and allocates it on her responsibility to care for one of her minor children according to the special conditions mentioned in this appendix and the balance of such account will be given to the minor on completion of 16 years of age.

Minor: is the natural person, son/daughter of the customer, for whom the benefit account is allocated in accordance with the conditions set forth in this appendix, and the account balance is handed over to him/her after reaching the age of 16.

Benefit:- the customer allocates this account and the balances deposited in it from the customer and his own resources during his life and while enjoying legal capacity for the purpose of caring for the minor according to the absolute discretion of the customer without the bank being obligated to verify the authenticity or overseeing the use of the balance that the customer has allocated. Naming the account as for the benefit of the minor in no way entails any rights for the minor over the balances deposited in this account towards the Arab bank before the account and the balance are transferred to him after reaching the legal age (16 years) according to the conditions contained in this appendix so that the account remains as a personal account before reaching that age.

- 1- The above definitions are an integral part of the terms of "For the benefit of" account.
- 2- The Customer declares that the provided information, documents or copies, including those related to the minor related to the "Benefit of" account are correct and exactly the same as original, and that the bank may close the account without the need for notification if it finds otherwise.
- 3- The Customer can operate this account as a personal account in its name through the tools and means that the bank provides to operate the personal accounts for the customer in terms of withdrawals and deposits, including services and electronic cards and any other services in a manner that does not conflict with the conditions mentioned in this Appendix.
- 4- The Customer may operate the account by another person under an agency or authorization acceptable to the bank, provided that the agency or authorization includes specifying the account number in all its components and specifying the powers that the agent or the authorized person may clearly perform while taking into account the following:
- (A) The agency and / or authorization may expire at the end of the period specified for its validity in accordance with what appears in the body of the agency or authorization.
- (B) If the agency or authorization is not specified for a specific period, it will remain in effect until the bank submits a written notice signed by the customer stating that the agency or authorization has been canceled.
- (C) The agency or authorization shall expire for any of the expiry reasons stipulated in the law.
- (D) The agency or authorization ends on the date when the minor reaches the age of 16 Years.
- 5- Any cards, advertisements or other items related to the benefit accounts that mention the name of the minor or that the account is for his/her benefit does not mean that bank is obliged toward the minor with any rights or that the minor is the owner of the account or the balances deposited in it.

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- 6- Any prizes or benefits in cash or in kind provided by the bank to the benefit account are accountable to the right of the customer or his legal heirs on the date the account was declared winning before the minor has reached the legal age to transfer the account to him according to what was stated in Clause (7) of these conditions. regardless of date of actual delivery to the customer or the legal heirs.
- 7- Unless the Customer submits the bank a written notice signed by the Bank before the date of the minor's reaching the age of 16 years to cancel the benefit instructions, the Customer acknowledges the validity of all the transactions that took place on the account as of the date of opening it until the date of the minor's reaching the legal age (16 years), and the account and its balance shall transfer automatically and becomes the property of the minor on the date of reaching the age of 16 years and the account shall be closed, bearing in mind that if the minor has reached the legal age and did not have the legal capacity, this does not prevent the account and the balance to be transferred to the minor. In such a case, the minor representative shall manage and operate the account on behalf of the minor in accordance with the law after providing the related documents. The customer shall disclaim the Bank generally and comprehensively from any right or claim as of the date of opening the account till transferring the account balance to the minor.

All requirements shall apply to this account and the account holder and the beneficiary of the account shall be screen on the Safe watch lists. The Bank has the right to r reject the account opening application and or to terminate the relationship with the customer by closing the account without giving reasons or justifications to the Customer.

Unless otherwise stated in these special conditions, the conditions mentioned in the manual for dealing with electronic accounts and services apply to it to the extent that these conditions do not conflict with the special conditions mentioned in this appendix.

- 8- The Bank shall have the right, without recourse to the customer, to deduct all expenses and commissions pertaining to the Bank and the Bank's correspondents and the cost of this special service from the cheques value or from the customer's account at the Bank. The customer's right for the net amount will be after the collection is affected.
- 9- In case the Bank accepted to collect the cheques, the Bank shall be considered as an agent for the customer. The Bank is entitled to utilize agents to affect the various collection procedures on its behalf. Moreover, the Bank is entitled to authorize its correspondents as agents who are also entitled to utilize others for collection of such cheques.

# The Special Conditions of Cheques Collection Service by Cheques Deposit Box

- 1- All cheques are accepted for depositing in the account subject to its value collection.
- 2- The Bank accepts depositing all cheques provided that the depositor bears full responsibility for the validity and authenticity of all signatures and endorsements illustrated on it.
- 3- The Bank shall not be responsible for any loss of deposited cheques, or any delay in cheques clearing.
- 4- The Bank's decision on the contents of the envelope is considered a final decision.
- 5- The customer's copy of the envelope used in the service is a copy used for reference only and will not be considered as an official receipt.
- 6- In case of discrepancy between the registered data and the data of the envelope's content, the envelope's contents together with Bank entries shall be considered prevail.
- 7- The depositor complaint will not be discussed unless presenting the receipt of depositing the cheque(s) regarding such complaint.
- 8- This service cannot be utilized in depositing cheques for settlement of the customers credit facilities.

#### The Special Terms of Utilities Bills Payment Services

- 1- The customer hereby declare to deem the bank irresponsible for the non payment of the phone bills as a result of insufficient balance of his bank account.
- 2- In case the Bank received three bills with insufficient funds in the customer's account for paying them, the Bank shall have the right to cancel the presented authorization from the customer for such payment.

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3- The bank shall have the right to block the service from the customer at any time without presenting any reasons once notifying the customer with such action on his address kept by the bank.

The Special Terms of Shabab Product			
1.	SHABAB Product account is exempt from the minimum limit of opening the account.		
2.	The Bank has the right, without illustrated causes, to cancel the Product, a privilege thereof or to cancel the Customer subscription in the Product immediately with notifying the Customer in this regard by any method the Bank deems appropriate.		
3.	In case of cancelling subscription in SHABAB Product based on the Customer's or Bank's request or when the Customer reaches 26 years of age, all privileges granted to the Customer from subscription in the Product shall be cancelled including subscription in non-banking privileges and all interest rates, fees and commissions specified for services, products and programs shall apply according to the prices prevailing at that time.		
4.	The Customer subscribing in SHABAB Product enjoys the privileges specified by the Bank and the Customer shall be granted a free-of-charge Internet Shopping Card and a free-of-charge Direct Debite Card and shall be granted direct banking services as well (banking internet service and mobile banking and SMS Service.		
5.			
6.	The Customer who reaches adolescence may benefit from the banking privileges related to obtaining credit cards and loans of all types provided that the standards of granting to each products are applicablealso cheque book can be requested.		
7.	The provisions and instructions related to issuing and using the credit card shall apply to the Customer in case it obtains a credit card and the provisions and instructions related to obtaining personal or car loans shall apply in case the Customer obtains any of these loans.		
8.	Arab Bank bears no responsibility related to the level of the service provided by a third party in case the Bank contracts with such party in the future to provide non-banking privileges to subscribers in the Product.		
9.	The Customer undertakes to notify the Bank by a written letter of any amendment or change of address or contact phone numbers otherwise the notifications sent by the Bank to the addresses mentioned by the Customer in the subscription application shall be considered as legal and valid notification with impacts against the Customer.		
10.	Except for the obvious calculation error, the Customer acknowledges that Bank books, entries and accounts are valid and final and it shall not have the right to object in this regard and the written certificate issued by the Bank indicating the amount of the claimed balance is accepted as evidence against it. The Customer, in advance, waives the challenge of the validity of this certificate as well as any legal right that allows it to request displaying Bank books, entries or statements and/or request expertise for the purposes of auditing Bank accounts, books, entries and any documents whatsoever and this waiver includes omitting the right of challenging the validity of signatures on any banking transaction.		
11.	The Customer agrees to consider letters including facsimile letters, telegrams, telex, microfilms, microfiche, computer extracts, electronic copies and any other method of communication or documentation the Bank may provide from its files, records, books and accounts as legal proof methods, also, the Customer considers these as conclusive evidence of the included therein and omits its right to object on each or any of these.		
12.	These Terms and Conditions are subject to the provisions of the Egyptian Law and Egypt Courts are exclusively competent regarding any dispute arising from or related to applying and/or interpreting any of these Terms and Conditions.		
13.	All the terms, conditions and instructions related to banking products and services provided by the Bank shall apply to the Customer once signed or at acknowledgement of review and the Customer subscription in SHABAB Product has no impact on these terms, conditions and instructions.		
14.	The account statement sent to the Customer at its account mentioned in the application/ through the Internet Banking Service (Electronic Statement) is considered finally approved unless the Bank receives an objection in this regard within fifteen days from the date it was sent to the Customer.		
15.	The Customer discharges the Bank from any responsibility in case it requests to keep the correspondence with the Bank and the Bank approves it and the Customer also omits its right of claiming the Bank regarding any damage or responsibility as a result of this.		
16.	In case any amounts were credited to the Customer account by mistake, the Bank has the right, without recourse to the Customer, to debit the same amount on its account and the Customer has no right to claim this amount in any case.		

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17	The Cystomer systemizes the Donk to debit on the account any amounts obtained by the Donk in
17.	
	the form of credit facilities of any type and the Bank transfers these amounts to the cash
	insurance account against banking facilities to secure the settlement of the amounts due on the
	Customer, whether loan principal granted in addition to debit interest due at the rate applicable
	by the Bank and any other expenses provided that the amount remains in possession of the Bank
	until settlement of all Customer obligations towards the Bank.
10	
18.	
	movement and the balance for the ended period. If the Customer did not receive the sent
	statement it must visit the Bank to receive it within a period of fifteen days from the beginning of
	the mentioned following quarter.
19.	If the Customer desires to object on an entry or more in the quarterly statement or on the validity
	of the Balance, it must submit the written notification for objection within a month from the date
	of sending the account statement and it is agreed that the objection submitted in this case is not
	authenticated unless against a signature of receipt by the Bank Manager or its Deputy.
20.	
20.	
	Paragraph (20) of this Article, the Customer is considered as received the statement and it
	approves, finally and in a manner not subject to objection, any entry included therein and the
	validity of the balance considering that the mentioned written notice is the only evidence agreed
	by the Bank and the Customer for this purpose with excluding any other evidence including oath.
21.	
	from 16 years of age until adolescence is specified by the Bank
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Special Terms for Arabi Junior			
1.	(Saving, current, term of deposit, certificate of deposit) account is opened.		
2.	The program is givin for individuals under the age of sixteen and under the guardianship of father		
	The account is exempted from minimum balance fee and Account annual fees And the account is given a credit interest rate specified by the Bank and calculated on the minimum monthly balance basis and to be credited according to Guardian request (monthly/ quarterly/ semi-yearly/ taking into consideration that the bank shall not calculate any interests if the balance of this account is less than the minimum limit to the calculation of interest on any day of the month.		
3.	The account from which transfer is made in favor of <b>Arabi Junior</b> Account is exempted from standing orders' commission.		
4.	Banking services that offered to <b>Arabi Junior</b> Account are subject to the terms and conditions related to these services.		
5.	The Guardian irrevocably authorizes the Bank to transfer Arabi Junior Account and its available balance to Shabab Account upon the minor becomes sixteen years old after obtaining the Guardian signature on Shabab documenets, and incase the Bank fails to contact the Customer for any reason, the Guardian authorizes the Bank to Transfer "Arabi Junior" Account into regular Saving account and to cancel all "Arabi Junior i" Account benefits.		
6.	The bank shall have the right anytime and its sole discussion to amend /terminate Arabi Junior Account, its related campaign and the collected fees, Customer (guardian) shall be informed of such decision by any accepted mean.		
7.	The account is given a direct debit card and is subject to the special terms of direct debit card.		
8.	If the campaign or any related campaigns are stopped, or in the event of applying any amendments to the related terms and conditions of the program, the Bank shall announce this through the official website or any other means that the bank deems appropriate.		

# **Terms and Conditions for Payroll Extra Product**

- 1. Customer's signature on the application for subscription to the product (Payroll Extra) shall serve as a sole, unconditional and irrevocable authorization to the bank to debit the fees and/ or commission in addition to the interests and/ or other payable amounts on a periodic basis with a prior notice to the customer in this regards, as well as an authorization to the bank to renew the subscription thereof with this product and the products and privileges related thereto from time to time for the same period with a prior notice to the customer with this respect.
- 2. Subscription of the customer to the Payroll Extra product shall not serve as a prior approval by the bank on granting the customer the privileges of this product.
- 3. The bank reserves the right to contact the company for which the customer works to inquire about any details that the bank considers necessary and the customer shall provide the bank with any information or documentation that the bank requests.
- 4. The bank reserves the right, at its sole discretion and without justification or liability to cancel the subscription of the customer to this product after sending a written notification to his/her official address.
- 5. In the event of subscription cancellation, all privileges granted to the customer as a result of subscription to the product shall be canceled. Interest rates, fees and commission prescribed for services and products shall apply as approved at the bank
- 6. Credit Cards' terms, conditions and instructions shall be considered valid and applicable upon credit card issuance.
- 7. All terms and conditions and instructions for the banking products and services (including loans/salary advance) offered by the bank shall be considered effective upon customer's signature. Subscription of the customer to the Payroll Extra product shall be of no effect to those terms and conditions and instructions.
- 8. The bank has the right to amend the interest rate on the debit balance and the commissions of the products, either by means of increase or decrease, according to the periodically announced rates by it and with notifying the customer in any method deems proper.
- 9. Preferential prices granted to the customers within the bank privileges shall not apply in case that the bank carries out promotional campaigns for all customers to encourage them to procure any of the retail products stated within the Payroll Extra product

10. The customer hereby undertakes to notify the bank in writing of any change or alteration that may occur to his/ her address or phone numbers; otherwise the notices sent by the bank to the addresses

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	provided by the customer shall be deemed as legal and valid.
11.	The customer hereby absolutely, unconditionally and irrevocably undertakes, subject to full liability in case of violation of this obligation, to notify the bank in writing of any adjustment, change and/ or pledge that may occur to his/ her salary and/ or in case of cessation of delivery of the salary thereof, in whole or part, regardless of the cause thereof.
12.	Except for the obvious arithmetic error, the customer hereby acknowledges that the bank's books, records and accounts are correct and final in relation thereto and that he/ she deems as conclusive evidence to establish the amounts payable or which shall be payable under this contract without having the right to object to the same; and that he/ she accepts the written certificate issued by the bank which indicates the amount of the debit and/ or claimed amount as evidence against him/ her, and further hereby waives the right to challenge the validity of such certificate and any legal right that permits him/ her to request producing the bank's books, records or statements and/ or to request expertise for the purpose of auditing the bank's accounts, books, records and any documents of whatever type. This waiver includes waiver of the right to challenge the validity of signatures to any bank transactions or the incompetence or authority of the signatory or signatories thereto.
13.	The customer hereby agrees on considering the letters, telegraphs, facsimile, microfilms (microfiches and the like), computer extracts, photostatic photos or photographs and any means of communication or other documentation that the bank submits of its files, records, books and accounts, as legal means of proof and the customer hereby accepts to consider the same as conclusive evidence on the validity of the content thereof and further waives each and every right to object thereto or to any of them for whatever reason of whatever type or source.
14.	In case of mistakenly crediting any amounts to the customer's account, the bank shall be entitled to claim the customer to debit the same amount credited to his/her account to the account thereof; where the customer shall in no case be entitled to claim such an amount.
15.	These terms and conditions shall be subject to the provisions of the Egyptian law where the courts of Egypt are those chosen by the bank as courts of jurisdiction over any dispute that arises or related to the application and/or interpretation of any of these terms and conditions.

Terms and	Conditions	for Arabi	Premium	Program
Terms and	Conaidons	TOT ATADI	rremuum	rrogram

- 1. Customer's signature on the application for subscription to the program (Arabi Premium) shall serve as a sole, unconditional and irrevocable authorization to the bank to debit the fees and/ or commission in addition to the interests and/ or other payable amounts on a periodic basis with a prior notice to the customer in this regards, as well as an authorization to the bank to renew the subscription thereof with this program and the products and privileges related thereto from time to time for the same period with a prior notice to the customer with this respect.
- 2. Subscription of the customer to the Arabi Premium shall not serve as a prior approval by the bank on granting the customer the privileges of this program.
- 3. When the customer attains the age of to 60 years, life insurance service will be cancelled.
- 4. The bank reserves the right to contact the company for which the customer works to inquire about any details that the bank considers necessary and the customer shall provide the bank with any information or documentation that the bank requests.
- 5. The bank reserves the right, at its sole discretion and without justification or liability to cancel the subscription of the customer to this program after sending a written notification to his/her official address
- 6. In the event of subscription cancellation, all privileges granted to the customer as a result of subscription to the program shall be canceled including the branded Visa Electron card for this program and life insurance service. Interest rates, fees and commission prescribed for services and products shall apply as approved at the bank.
- 7. Credit Cards' terms, conditions and instructions shall be considered valid and applicable upon credit card issuance.
- 8. All terms and conditions and instructions for the banking products and services (including loans/salary advance) offered by the bank shall be considered effective upon customer's signature. Subscription of the customer to the Arabi Premium program shall be of no effect to those terms and conditions and instructions.
- 9. The bank has the right to amend the interest rate on the debit balance and the commissions of the products, either by means of increase or decrease, according to the periodically announced rates by it and with notifying the customer in any method deems proper.
- 10. Preferential prices granted to the customers within the bank privileges shall not apply in case that the bank carries out promotional campaigns for all customers to encourage them to procure any of the retail products stated within the Arabi Premium program.

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- 11. The customer hereby undertakes to notify the bank in writing of any change or alteration that may occur to his/ her address or phone numbers; otherwise the notices sent by the bank to the addresses provided by the customer shall be deemed as legal and valid.
- 12. The customer hereby absolutely, unconditionally and irrevocably undertakes, subject to full liability in case of violation of this obligation, to notify the bank in writing of any adjustment, change and/ or pledge that may occur to his/ her salary and/ or in case of cessation of delivery of the salary thereof, in whole or part, regardless of the cause thereof.
- 13. Except for the obvious arithmetic error, the customer hereby acknowledges that the bank's books, records and accounts are correct and final in relation thereto and that he/ she deems as conclusive evidence to establish the amounts payable or which shall be payable under this contract without having the right to object to the same; and that he/ she accepts the written certificate issued by the bank which indicates the amount of the debit and/ or claimed amount as evidence against him/ her, and further hereby waives the right to challenge the validity of such certificate and any legal right that permits him/ her to request producing the bank's books, records or statements and/ or to request expertise for the purpose of auditing the bank's accounts, books, records and any documents of whatever type. This waiver includes waiver of the right to challenge the validity of signatures to any bank transactions or the incompetence or authority of the signatory or signatories thereto.
- 14. The customer hereby agrees on considering the letters, telegraphs, facsimile, microfilms (microfiches and the like), computer extracts, photostatic photos or photographs and any means of communication or other documentation that the bank submits of its files, records, books and accounts, as legal means of proof and the customer hereby accepts to consider the same as conclusive evidence on the validity of the content thereof and further waives each and every right to object thereto or to any of them for whatever reason of whatever type or source.
- 15. In case of mistakenly crediting any amounts to the customer's account, the bank shall be entitled to claim the customer to debit the same amount credited to his/ her account to the account thereof; where the customer shall in no case be entitled to claim such an amount.
- 16. The insurance does not cover any claim related to any condition existed prior to the date of participation in the insurance coverage which is resulted from any of the following: Cancer, malignant tumors, renal failure, hepatic failure or cirrhosis, cardiomyopathy, AIDS, Brain hemorrhage and stroke and Multiple sclerosis. The coverage of the total permanent disability does not include any physical or congenital disability which is existed prior to the date of participation in the insurance coverage.
- 17. The insurance coverage is subject to the terms and conditions of the group insurance agreement which is signed between the Arab Bank and the insurance company. For further details, Customer can visit the bank's website or contact the call center.
- 18. The calculation of the amount of insurance for current / savings accounts customers is based on the average daily balance of accounts that are held for a period of 90 days.
- 19. Insurance coverage shall begin after receiving the first salary which is duly deposited in the salaries account. The insurance amount shall be calculated as 12 times the amount of the last salary which is duly transferred / deposited in the account.
- 20. In case the salary was not transferred to the customer's account for three consecutive months, the insurance amount will be calculated based on the current / savings account balances instead of the salary multiples and according to the special conditions for current / savings account customers.
- 21. The maximum limit of the insurance coverage is 250,000 EGP
- 22. These terms and conditions shall be subject to the provisions of the Egyptian law where the courts of Egypt are those chosen by the bank as courts of jurisdiction over any dispute that arises or related to the application and/or interpretation of any of these terms and conditions.

#### Salary Advance Terms and Conditions

- 1. In case that the account balance becomes credit, no commission shall be payable to the customer by the bank throughout the period during which the balance is credit.
- 2. Without prejudice to the bank's right to suspend or cancel this advance at any time by its own will along with notifying the customer of the same and without bearing any responsibility by the bank, the salary advance, subject matter of this contract, is not limited to a certain time limit, as long as the salaries of the customer are monthly and regularly delivered into the account in the manner set forth in this contract. Subsequently, the salary advance shall be automatically renewed without the need for notifying the customer of the same and for the same period, where the advance can be increased or decreased in a manner consistent with the amount of the monthly salary of the customer and the credit position thereof.

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3. The borrower hereby confirms the validity of the following facts:

That he/ she has not and shall not violate any of the obligations of any contract to which he/ she is a party; and that there are no pending cases before courts or arbitration proceedings against him/ her which may threaten his/ her existence or assets or be of negative effects on the business or assets thereof.

That he/ she has the power to enter into contracts and is entitled to exercise all rights and perform all obligations provided for in this contract and that he/ she has taken all actions necessary to organize, sign and deliver this contract.

That he/ she shall not be bound by any obligations which may prejudice the obligations provided for herein or limit the ability thereof to meet the obligations incurred or which may incur upon him/ her hereunder or affect any of the guarantees thereof.

That for the legality, validity or enforceability of this contract or production thereof as legally accepted evidence in any legal proceedings, it is not necessary to register it with any entity or authority within Egypt.

- 4. All accounts which the customer has opened and/ or shall open with the bank and/ or any branch of the Arab Bank PLC along with all amounts therein are pledged in favor of the bank as a guarantee thereto; the customer hereby unconditionally and irrevocably authorizes the bank to debit the amounts payable thereto at any time on such account in any currency to settle the amounts payable by the customer under this contract. Such an authorization to the bank by the customer entitles the bank to exercise this right from time to time and on several times and shall remain effective without the need to procure the approval of the customer and/ or notifying him/ her in advance.
- 5. Except for the obvious arithmetic error, the customer hereby acknowledges that the bank's books, records and accounts are correct and final in relation thereto and that he/ she deems as conclusive evidence to establish the amounts payable or which shall be payable under this contract without having the right to object to the same; and that he/ she accepts the written certificate issued by the bank which indicates the amount of the debit and/ or claimed amount as evidence against him/ her, and further hereby waives the right to challenge the validity of such certificate and any legal right that permits him/ her to request producing the bank's books, records or statements and/ or to request expertise for the purpose of auditing the bank's accounts, books, records and any documents of whatever type. This waiver includes waiver of the right to challenge the validity of signatures to any bank transactions or the incompetence or authority of the signatory or signatories thereto.
- 6. The customer hereby agrees on considering computer extracts and any means of communication or other documentation that the bank submits of its files, records, books and accounts, as legal means of proof and the customer hereby accepts to consider the same as conclusive evidence on the validity of the content thereof and further waives each and every right to object thereto or to any of them for whatever reason of whatever type or source.
- 7. Each request, notice, or notification issued by the bank to the customer in any available means with respect to any matter related to this contract shall be deemed as served upon the customer if sent by regular mail or personally delivered to the chosen address stated in the contract or electronically by any available mean as mentioned in the customer's record with the bank.

The Customer waives the right to have notices, notifications or warnings served through the notary public.

Bank's records of inward and outward shall serve as a conclusive evidence binding upon the validity of the content thereof.

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8. The customer hereby declares the following:

That the customer's address in the bank records shall remain valid unless the customer notifies the bank of the change thereof by a registered letter in which it states the new address;

That all judicial notices and/ or all correspondence issued by the bank to the customer are acceptable to him/ her in relation to him/ her or to the abovementioned address.

The law governing this Contract is the Egyptian Law.

That the bank has the power to litigate the customer before any court of jurisdiction within the country in which the address thereof is located regardless of the venue jurisdiction of such court of the mentioned country and that he/ she waives the right thereto to challenge the venue jurisdiction of the court chosen by the bank;

Regardless of what is stipulated in this article, the Bank has the right to exercise the power of litigation in any country of its choice or in any country where the Customer resides or has funds, and that litigation in a country does not preclude the right to litigate at the same time in one or more other countries.

The power of litigation against the customer shall not be confined to the bank where the Arab Bank PLC has the same right as well.

- 9. The bank reserves the right to inquire and obtain all information and available data that enable the bank to assess the customer's ability to repay.
- Any general or special conditions signed by the customer related to the services available to him/ her that the bank provides shall be deemed as supplementary and complementary to the conditions of this contract to the extent that they are not in conflict herewith.

#### The Customer declarations:

- 1. I, the undersigned, acknowledge that all data and information provided by me in this application are true and correct.
- 2- I, the undersigned, hereby authorize the Arab Bank P. L.C to refer to all banks operating in Egypt and the Central Bank of Egypt to inquire about all my accounts and transactions, and all that is needed to conduct the study of the required credit facilities, as well as disclosing my data and submitting my papers when taking any legal actions (civil / or criminal) against me, in order to preserve the rights of the Bank before all governmental and non-governmental bodies and authorities, the public and private sectors, and judicial authorities or to take any measure that would prove the date of a bond or a stamp duty, and this authorization applies to all my successor and assignees, and the bank has the right to delegate all or some of the foregoing to others.
- 3. I agree to the terms and conditions of dealing with accounts opened with the bank and the banking and electronic services, as well as the terms of use of the card issued by the bank, and I reviewed their contents and agreed to apply it and consider it as an integral part of this application.

The customer's signature on this contract shall constitute an acknowledgment and declaration that he/she agrees to these articles without prejudice to the right of the bank to amend all or part of the contract at any time, to which I unconditionally agree to without any preservation or objection, The bank has the right to amend all or some of the terms and conditions of the Arab Bank without the need for the customer's prior approval. The bank announces and discloses this change through its branches and its websitehttps://www.arabbank.com.eg/The customer also acknowledges his

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obligation to review this website regularly and periodically to see these changes, and the amendments to the terms and conditions of Arab Bank shall be considered an integral part of it.

- 5.I declare my full awareness that any delay in paying any installment or any amount due for a period of 180 days form the due date will resulted in listing my name in the Central Bank lists of irregular (negative) customers.
- 6. I fully and finally declare my approval and acceptance to receive my periodic account statements to my e-mail registered with the bank, and to stop receiving my statements by mail, according to the options available on the online banking or the Service Subscription form at my full responsibility and without any responsibility on the bank.

If the bank is not notified of my objection to account statement balance by written letter within 30 days from the date of receipt, signing this document shall constitute an acknowledgment of receiving and confirmation of the balance contained in these statements. I also acknowledge that I am the only one authorized to access the aforementioned e-mail and is responsible for maintaining the data and information contained therein confidential, and I will bear all the expenses of this service and authorize the Bank to deduct the subscription fees for this service from my account.

Customer's Name:						
Customers' Signature:						
For Bank Use						
☐ Signature(s) verified by :						
Signature:						

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