

Retail Asset Products Terms and Conditions

❖ Introduction.

In these Terms, the following words and expressions shall have the following meanings:

- **“We”, “us” and “our”** refer to Arab African International Bank. Our “branches” means those branches of Arab African International Bank that located in the Arab Republic of Egypt.
- **“Account”** means each and every personal current, savings & time deposit, saving certificate, facility, overdraft and/or credit/debit card account which we operate for you at your request/instruction through one of our branches (or electronically) as may be applicable in the context in which it appears in these Terms.
- **Call Center** means the customer service call center operated by us 24/7.
- **Joint Account** means an account opened between two persons or more with an origin to be divided equally between the account holders and may only be withdrawn from by the consent of the account holders collectively or otherwise mentioned as per the Arab African International Bank terms and conditions.
- Our **“website”** means www.aaib.com.
- **“Working days”** means the working days announced by the Central Bank of Egypt excluding the bank holidays specified by the Central Bank of Egypt.

❖ Section one - General.

- These terms and conditions apply on all granted personal facility for AAIB customers.
- These terms and Conditions form the contract between you and us as regards to the personal facility and overdraft accounts you hold with us, and their operation.
- In case of any delay / Past Dues the bank has the right to terminate the relation at any time in addition to settling the full amounts through the available balances and/or collaterals.in addition to any changes may apply while breaking the collateral
- These terms and Conditions apply along with our Schedule of Services and Tariffs, which can be found on our website.
- The Bank has the right to take all necessary actions to renew the certificates of deposit/time deposits/accounts/or any credit balances, savings instruments or guarantees of any kind that are pledged in favor of the Bank as a guarantee and insurance for the settlement of the debt related to the loan/overdraft granted to the Customer by the Bank on its maturity, according to the terms & conditions, return rates, the method of interest payment related to these guarantees applied and valid at the bank on its renewal, and to be done automatically for one time or several times and/or similar duration(s) throughout the validity period of the loan/overdraft, and in the event of the unavailability of the same type of product pledged in favor of the Bank as guarantee or for any other reason, the Bank has the right to change the guarantee type and renew it with the terms and conditions, the return rate, the return disbursement periodicity, fees, fines, commissions and expenses of any type which are valid and applied in the Bank upon renewal, in accordance with what the Bank alone deems appropriate, and this shall be considered as an acknowledgment from the customer with his good awareness and knowledge as well as acceptance of all terms & conditions related to these guarantees each time the bank renew it and that it is valid and effective in his confrontation, the Customer also acknowledges his consent that this procedure may result in changing the debit interest rate applied on the loan/overdraft referred to above, in addition to the change of the value of the installment(s) related to the loan granted to the Customer, and that the bank has the right to change it accordingly without the need to obtain a prior approval from the customer, and in the event that the renewal and/or change of the guarantee on which the pledge is placed has resulted that the return rate applied has become lower/less than the return rate applied on it at the time of its first renewal and/or any of the subsequent times, this will not result in a change in the debit interest rate applied on the loan/overdraft nor a change in the

installments of the loan to become lower/less, and that the bank will notify the customer of this amendment/change by the means it deems appropriate, such as but not limited to (through email, SMS), in accordance with the bank's absolute discretion in this regard, and that the Bank's notification of this amendment and change, as well as the bank's announcement of any amendments/changes to the bank tariff applied on the account or any of the banking services through the bank's official website (www.aaib.com) are considered as an effective notice to the customer.

- By agreeing to these Terms and Conditions, the customer acknowledges that this facility granted from AAIB will be used for the disclosed purpose which the credit approval is initially obtained for. Otherwise, the full amounts of the facility in addition to the charges that may be applied will be due for the interest of AAIB.
- All terms and conditions of any services provided by AAIB shall be applied including but are not limited to the personal online banking terms and conditions, or/and the mobile banking application terms and conditions or/and the opening accounts "for individual customers " terms and conditions. The customer is also obliged to review all previously mentioned terms and conditions and to any changes that may occur in that regard which are posted on the website of the Arab Bank of Africa International (www.aaib.com), and the bank's announcement of this change through its website or in the manner it deems appropriate shall be considered as an effective notice to the customer. Changes made to the terms and conditions referred to above, as well as the terms and conditions of any banking product or service provided by the bank, shall be considered as an integral part of the relevant terms and conditions, the customer also acknowledges that his use of any banking services or conducting any banking transactions on the account after making the changes is considered as an approval and legal obligation from him to these terms and conditions after changing/amending it without any reservations or objections.
- Based on AAIB's approval to grant the borrower a personal facility, the borrower declares and irrevocably undertakes to accept these terms & conditions.

1. Interest Rate and Settlement.

- 1.1 Principal and interest amount of the loan are Settled on a certain count of installments which are agreed upon whether in the form of monthly /quarterly / semi-annually / annual instalments by deducting it from the borrower's bank account in addition to the existence of a one final installment to pay any interests or fees on the loan amount that arise from any late payments for any installment or for any other reason as well as the obligation to settle this last installment according to the latest account statement sent by the bank to the borrower by any means that the bank alone deems appropriate, knowing that in the event of settlement, this last installment will become part of the total loan amount with its interests, and the borrower will not be discharged except only upon completion of payment of the loan principal amount in addition to any interests, commissions, and any other expenses.
- 1.2 Payment of the agreed administration fee, which will be deducted from the loan amount while granting the loan and/or from any of the borrower's account (with respect to the minimum fee amount in the tariff of charges) which is announced through the AAIBIAN official website (www.aaib.com)
- 1.3 We calculate Interest rate based on 360 days calendar year and accrue daily on the outstanding remaining loan amount and paid monthly / quarterly / semi-annually / annual installment with the loan installment or calculated it on the overdraft account based on the granted facility type.

2. Loan Instalments.

- 2.1 Borrower accepts that the monthly /quarterly / semi-annually / annual installment amounts in addition to fees and interests are equal to the ratio determined by the bank according to the granted loan agreement.

- 2.2 The Borrower should ensure maintaining enough and available balance in any of his accounts to cover the total loan monthly /quarterly/ semi-annually / annual instalments in addition to any interests, commissions, and any other expenses during the loan tenor and until full settlement.
- 2.3 In the case of salary-transfer customers, the customer's installment will be blocked at the same moment of salary transfer till the installment due date.
- 2.4 In the case of salary-transfer customers in foreign currencies, the installment amount in EGP must be available in the account linked to the loan before the salary is transferred, otherwise the equivalent of the EGP installment amount will be blocked from the salary currency at the same moment of salary transfer.

3. Administrative Fees, Taxes and Stamp Taxes.

- 3.1 The bank charges late penalty fees on any due unpaid amounts, where it is calculated on the total due amounts from due date until repayment.
- 3.2 The bank charges settlement fees on any partial / full amounts have been settled prior to the agreed facility tenor / maturity as per banks' tariff of fees & charges that are published on the AAIBian website (www.aaib.com).
- 3.3 The bank has the right to charge the customer for the purpose of any taxes/stamps/administration fees or else imposed by any applicable Laws, regulations, or instructions from time to time and notify the customers with an announcement of the fees through any communication tool.
- 3.4 The bank and the borrower will pay equally the stamp duty fees levied on the facility outstanding balance on a quarterly basis.
- 3.5 In the case of borrowing in foreign currency, Stamp Taxes are deducted in the currency of the facility and may incur additional charges due to changes in foreign currency exchange rates.

4. Late Payments/Installments.

- 4.1 The outstanding value of the secured facility including the principal and interest, and charges become due for payment immediately in case of delay of payment of any of the amounts in sections 1.1, 1.2, 1.3 and 3. As the bank has the authority to break the collateral to settle the loan outstanding and any related fees may be applied based on the bank policy and central bank of Egypt regulations
- 4.2 For unsecured facility, the bank has the right to settle all the customer outstanding and all related fees in case of delay of payment of any of the amounts in sections 1.1, 1.2, 1.3 in addition the bank has the right to report to the IScore with customer delay to align with bank policy and Central bank of Egypt regulation.
- 4.3 The borrower accepts that the bank undergoes setoff between the facility account and any other account that belongs to the borrower with the bank by merging them in any currency at any time to settle the facility amount and its interest and charges.

5. Bank Records.

The bank records, accounts and all statements are enough proof of the outstanding facility amount on the borrower or the amount to be paid by the borrower to settle the facility.

The Customer's failure to reject the shared bank statements within the legal limits shall be considered an acceptance of these statements and cannot be argued by the customer later.

6. Transfer of ownership.

The borrower accepts that the bank assign at any time and to anyone its full or partial rights in this facility and of any securities and to be replaced by someone else in the bank's rights without the need for the borrower's approval or notification or warning.

7. Agreement of Termination.

The borrower's financial commitments mentioned are considered final obligatory commitments. Without affecting any right from the bank's rights, the bank has the right to request the borrower to settle the outstanding amounts of this facility on the bank's discretion, for example and without limitation,

1. If the customer breached any condition of the facility contract, the bank has the right to liquidate the collateral and fully settle the facility.
2. Bankruptcy or Insolvency of the customer.
3. Legal Seizures.
4. Garnishments.
5. Using the facility in a different purpose than the disclosed within the credit checks.
6. Any other scenarios that AAIB may see a reason of terminating the relation with the customer as per AAIB sole discretion.

8. Disclosing Confidential Information.

- 8.1 The borrower accepts the bank to gather any information on the borrower from any source that the department see necessary to accomplish its job including the banks that the borrower's deal with or any other bank or governmental entity or non-governmental or public or private organization. The borrower also accepts that the bank can exchange information with other financial organizations if requested (with respect to the relevant applicable Laws).
- 8.2 The bank reserves the right to transfer any information or decisions or to contract from within to provide any part of the service to the borrower through a third party including a partner in AAIB subsidiaries, even if the third party follows a different specialization or geographic location and the bank has the responsibility towards the borrower for any losses that could be compensated as a result of carelessness or shortening from the third party. The bank will ensure that the third party preserves the confidentiality & privacy of the information at the same level treated by the bank.
- 8.3 AAIB reserves the confidential information in accordance with the CBE law and all the applicable laws. This shall not be extended to the information requested by any supervisory, Judicial or other authorities whenever the request meets the needed formalities by the applicable Law.

9. Credit Reference Agencies.

You agree that we may share your information with credit reference agencies (including credit bureaus operated by banking regulators in the jurisdiction of the Arab Republic of Egypt) for example but not limited to I-Score company, and to use other information available from public sources, to verify your identity and suitability for an account. If you apply for a current account or for credit facilities, we may use details of your credit history to assess your ability to meet your financial commitments.

10. Forgery and Conflict of Interest.

The bank reserves the right at its own discretion and for any reason (to avoid forgery, monitoring, provide services to a third party, facility collection, or in case of a governmental or organizational need) to share any information or details concerning the borrower or his dealings with any member or partner in AAIB.

11. Foreign Currency Exchange.

The Customer accepts all costs, expenses and risks in connection with any facility denominated in a foreign currency including without limitation, any legal or regulatory restrictions, international or domestic, affecting the Bank and the Bank shall not be liable for any loss or delay pursuant thereto (with respect to the relevant applicable Laws).

12. Customers Complains.

- The customer has the right to submit a complaint to the AAIB and register it by one of the following channels provided by the bank:
 - Call center 19555
 - By filling out the complaints form available in the branches.
 - Complaint Bank Email: Complain@aaib.com.
 - Bank Website: www.aaib.com
- Proving the customer with a reference number within 2 business days from the date the complaint is registered to allow them to follow up easily.
- The bank is committed to responding to the complaint within 15 working days from the date of its receipt except for complaints related to transactions with external parties (other bank, outsourcing or payment service providers, or bank's agents, etc.), the investigation could take more than 15 working days, and in this case, the customer will be contacted by the bank to notify him with the necessary period to study the complaint and reply.
- In case the customer's objection on the bank's reply to the submitted complaint, the customer must notify the bank in writing within 15 working days from the date of the reply's receipt, including the reasons for the objection. If the customer fails to do so, it is considered an implicit acceptance of the reply.
- And if the bank is notified of the customer's objection to the bank's reply, the bank will re-examine the complaint with the same reference number and reply to the customer within 15 working days from the receipt date of such notification, this period is not applied in case of external parties.
The bank also has the right to transfer the full or a part of the complaint to another bank in case the subject of the complaint falls under full or joint responsibility with this bank.

And the customer has the right to escalate the complaint to the Central Bank of Egypt in the following cases:

- If the bank does not reply to the complaint within the prescribed period (15 working days from the date of receiving the complaint, except for the complaints related to transactions with external parties).
- If the bank has been notified in writing with the non-acceptance of the customer to the bank's first reply on the complaint, mentioning the reasons of the non-acceptance, and after the re-examination of the complaint by the bank, and the issuance of the second and final reply on the complaint, and the non-acceptance of the customer to the bank's final reply on the complaint's subject.

13. Applicable Laws.

13.1 This Terms and Conditions shall be executed and interpreted in accordance with the regulations and laws of the Arab republic of Egypt, and any dispute arises thereof shall be subject to the jurisdiction of the Cairo Economic Courts.

13.2 This document is written in Arabic and English and in the event of conflict between the two texts, Arabic shall prevail.

14. Force Majeure.

We shall not be responsible to you for any loss you may incur if we or any of our agents or correspondents are prevented from or delayed in providing you with any banking or other services due to strikes, industrial action, failure of supplies, failure of equipment, internet outage, communication network failure or other causes beyond our reasonable control including force majeure events as provided by law.

❖ Section Two – Facility Solutions Related Features.

The customer does not have the right to cancel any product / service request after its activation.

1. Pricing and Fees.

Loan Fees:

- **Processing fees:** To be paid one time by debiting it from the loan amount when crediting it in the customer's account and/or from the credit balances of the customer in his account, and the ratio agreed upon with the customer applies on it and/or as highlighted in the announced Bank's Tariff on the Bank's website and/or as determined by the bank.
- **Late Payment Fees:** Late interest is calculated on any of the installments or amounts which is due and has not been settled on its due date, in addition to the debit interest rate applied on the loan/overdraft from the due date until the full settlement and its added on the customer's account and will be deducted from it, this interest applies as agreed upon with the customer and/or as highlighted in the announced Bank's Tariff on the Bank's website and/or as determined by the bank.
- (Due amounts X the rate/late interest rate as highlighted in the announced Bank's Tariff on the Bank's website X number of the overdue days/360)
- **Early Settlement fees (Partial / Full):** Early Settlement Fees are applied as agreed upon with the customer and/or as highlighted in the announced Bank's Tariff on the Bank's website and/or as determined by the bank.

Overdraft expenses:

- **Processing fees:** To be paid one time once the Overdraft account is opened or upon the limit renewal and the ratio agreed upon with the customer applies and/or as highlighted in the announced Bank's Tariff on the Bank's website and/or as determined by the bank.
- **The commission of the highest debit balance:** To be calculated on monthly basis on the highest debit balance as agreed upon with the customer and/or as highlighted in the announced Bank's Tariff on the Bank's website and/or as determined by the bank.

Methods of Paying Installments:

- Depositing the installment amount and the account fees through the ATM Network of AAIB.
- Depositing the installment amount and the account fees through visiting an AAIB branch.
- Transferring the installment amount and the account fees from the customer account at other banks to the customer account at AAIB by any of the transfer methods.

Important Information About Paying Installments:

- Committing to paying installments before day #3 of each month specified for payment to avoid paying late interest on any of the installments or the amounts which are due and not settled on its due date from the installment due date until the settlement date.
- In case the installment due date in any month falls on an official holiday such as (Friday or Saturday) the installment due date shall be the last working day preceding the official holiday.
- The deposited amounts are being registered/credited on the next working day, in case the following day falls on an official holiday, the settlement date will be the first working day following the holiday, and during the official holiday period a debit interest is calculated on the unpaid amount.
- The customer can't apply for early loan settlement request (partial / full) before at least 6 months calculated from the due date of the first installment of the loan.
- In case an early loan settlement request (partial / full) applied after 6 months calculated from the due date of the first installment of the loan, early settlement fees will be applied in accordance with what has been

agreed upon with the customer and/or as highlighted in the announced Bank's Tariff on the Bank's website and/or as determined by the bank.

- As per the Stamp Duty Taxation Law # 111 in 1980 and its amendments, AAIB will provide the customer's share of the stamp duty to the Governmental Tax Authority debiting his account with a percentage from the loan balance paid every 3 months (January – April – July – October) or the percentage which the law dictates in this regard till the loan full settlement date.

Important Notice:

- AAIB has the right to change the fees and commissions applied on all accounts, products, and services at any time without the right to recourse on the bank in this regard and as per the Bank's sole discretion, and the Bank's announcement of this change through its website or by any other manner that the Bank deems appropriate, including without limitation (email, SMS), will be considered as an effective notice to the Customer. The Customer also acknowledges his commitment to these changes at any time and with his full and final approval thereof, and accordingly, the customer must visit the bank website regularly to know more about Retail Banking Tariff for Individual customers.

2. Loan Tenor Extension.

- 2.1** Borrower can submit a request to extend the loan tenor up to the maximum allowed in the program. This allowed for unsecured customers only.
- 2.2** Borrower can submit a request for the loan extension after 12 months of booking their existing loan.
- 2.3** Borrower's age at the new loan maturity must not exceed maximum age eligibility as per the program.
- 2.4** Loan extension is allowed one time in loan life.