

The agreement for obtaining a personal loan from Citibank

First: The terms of loan request

1- The loan applicant:

1-1 Hereinafter, the loan applicant will be referred to as the “Borrower”

1-2 The lending party will be referred to as the “Bank” which is Citibank NA

1-3 The application of the loan, the general terms of loan agreement and the note of the bank’s approval of the loan represent the loan agreement between the bank and the applicant.

2- The requested loan:

2-1 The borrower agrees that according to this agreement, the bank has the right to determine the value and due dates of the given loan other than what the borrower mentioned in the applicant form.

2-2 The borrower agrees that according to this agreement, that he will pay the loan on monthly installments according to the values and value dates determined by the bank after approving the Loan request.

2-3 The borrower assures his agreement to the Contract Articles that is demonstrated in details in a notification that will be sent from the bank after studying the request that will also be included in the Agreement and will be an integral part of it.

Contract Articles:

- a) The net loan amount (The loan amount after deducting the service fees and charges)
- b) The monthly installment amount in Egyptian pound
- c) The table of paying the loan (Due dates by which the customer has to pay his monthly installments)
- d) The loan term (The Loan tenor in months)

2-4 The bank reserves the right to refuse the loan if the borrower does not carry out the bank’s requirements, and the Bank will not be obliged to give reasons for this refusal.

2-5 The oral Communications to customers are not legally binding unless the Bank provides a written approval to support it

2-6 If the Bank approves the customer's request for obtaining a New Loan and there is still a debit balance of a previous Personal Loan from Citibank, the borrower will have to consider the New Loan as an addition to the existing debit balance from the previous loan and such will be considered as one loan that is subject to the Terms and Conditions of the Current Loan (New approved Loan)

3- The obligation of paying:

The borrower agrees to pay the determined installments of the Loan on their due dates as per the Contract articles agreement (refer to point 2.3) according to terms and conditions on the Agreement, where the Borrower acknowledges that he has read the terms included here and that he has understood and accepted to comply with these terms.

4-The effectiveness of the loan agreement:

The loan agreement shall become effective from the day the bank signs the notification, and it will be valid until all the obligations coming out of the agreement are executed.

Second: The general terms of the loan agreement:

1- The execution:

The borrower agrees to pay the loan with all the interests and fees on the due dates as mentioned in the sent notification referred to point 3 above

2- The interests and fees:

2-1 The borrower will pay the due interests on the loan amount according to the determined prices on the notification. And when any changes occur in the Terms or Conditions of re-financing because of:

- a) Instructions issued by The Central Bank Of Egypt or
 - b) Relevant Circumstances to the current market as per the Capital Market Authority,
- The bank shall be entitled to amend the interest rate and collect it according to the new rate

The Bank shall inform the Borrower of such changes in interest rates by mail Two weeks prior to applying the new rate. That notification will be considered as an amendment to the agreement and will include the installment amount after amending it according to the adjusted interest rate. The borrower declares his agreement to the changes that the bank considers appropriate.

2-2 The interest is paid as a part of the required Loan Installment and such is paid on the agreed due dates as per the Contract Articles..

The monthly interest is calculated according to the following Formula:

The outstanding Balance from the loan amount multiplied by the annual interest rate and then divided by 12.

$\frac{\text{Outstanding Balance} \times \text{Annual Interest}}{12}$

3- Loan Payment:

3-1 The Loans Installments (amount+Interest+fees) could be done through Cash payments Certified Checks, or any other method that the Bank considers suitable.

Any delay in the payment of the monthly installments will result in collecting fees in a fixed percentage for each month according to the fees and charges schedule, and such shall not eliminate complying with the payment schedule .

The paid Installments are directed according to this order:

- a- Commissions and charges
- b- Interests
- c- Original Loan amount

3-2 The payments of the loan agreement are considered legally performed after adding the full-required amounts, without any deductions, in the open loan account in the name of the Borrower with the Bank.

3-3 If the due date of payment is on a weekend or an official vacation day, the due date will automatically be changed to be the last working day before the weekend or before the vacation day.

3-4 All the payable installments will be net amount without deducting taxes or any other deductions of any kind.

3-5 In the case of paying the full amount of the loan in **advance**, the Borrower has to follow the following procedures:

- a) Obtain the information of the outstanding balance from the Citiphone Service (24 hour telephone service).
- b) The Borrower will have to send a written request to the Bank that he/she wants to settle his Loan in Advance seven days prior to payment, such notification has to include:
 - 1) The Loan account number
 - 2) The Outstanding Balance (provided from citiphone)
 - 3) The date by which the customer wants to settle his Loan.

The interests will be calculated till the date of the actual payment and the Bank will charge the Borrower with the fees required according to the table of charges that the Bank determines solely and is changeable from time to time by the bank without need to get an approval from the borrower.

In the case that the full amount is paid, the Bank will provide the Borrower with a written notification that his loan is settled.

4- Delay in Payment and its legal consequences:

4-1 If the borrower fails to pay the amount for the bank on the due date, the borrower will have to pay a fine that the bank determines.

4-2 In the case that any of the cheques bounces, the bank will have the right to execute the penal proceedings in the way that the bank considers suitable unless the borrower pays the full amount in cash in Three days from the date of refusing the cheque.

4-3 The borrower accepts that Citibank will collect the fine that it will determine in the case that the cheque bounces for any reason and that is according to the table of charges.

4-4 If the borrower fails to pay any due amounts according to this agreement, the bank will have the right to deduct those amounts from any other accounts of the borrower at any branch of the bank's branches or dispose of any documents or guarantees.

5- Terminating the agreement from the bank's side:

The borrower acknowledges that the bank has the right to revoke this agreement without the need for a court judgment or a warning and to cancel the term of the loan and to ask for the full amount of the loan to be paid in addition to the interests and fees till the date of revocation in the following cases:

- a) If the borrower fails to pay any of the installments of the loan according to the amounts and due dates determined in the agreement.
- b) If the borrower faces any negative change in his financial position or in any other way which the bank considers it a major change according to this agreement or if the borrower is in violation of the payment rules.
- c) If the borrower violates any of the obligations of this agreement or acts in a way that violates with the terms of this agreement.
- d) If the borrower is declared bankrupt or insolvent, or becomes subject to receivership, is not allowed to dispose of his money or dies.
- e) If the borrower is dismissed of his work, his salary is suspended or cancelled, his working permit expires or canceled or his visa expires if he is a foreigner.

6-The Legal effects resulting from terminating the agreement with an immediate effect:

The borrower acknowledges that in the case of terminating the agreement from the side of the Bank, the obligations of the Bank under the agreement will cease and the outstanding Balance of the loan with all the interests and fees will be due immediately.

In addition to this, the Bank will have the right to take all its dues by deducting the amounts from any accounts or credits that the Borrower has in the bank.

7-The borrower's obligations:

7-1 The borrower declares that:

- a) All the information that he presents is correct and complete and that he agrees that Citibank has the right to verify the information in any way even by investigating the work address, personal address, banks you deal with or by any other way.
- b) He will inform the bank immediately if he will delay paying or violate any of the agreement terms.
- c) He will inform the bank in writing about all effective circumstances on his financial status including any change of the position or any other information.

7-2 The borrower agrees that Citibank has the right to exclude –when calculating interests- the value of any entry added to the borrower's account before settling this entry including entries withdrawn on the Bank or those settled in ordinary clearance channels.

7-3 The borrower agrees and acknowledges that Citibank records are the only proof on the due amounts or what the debtor is obliged to deliver. Hence, the borrower waives the right to dispute the validity of these records.

- 7-4 The payments that the borrower carries out shall occur without any setoff, counter claims, deductions or any terms except the case when the borrower is forced due to the local law to perform these deductions. In such a case, the paid amount must be increased in order to make the amount received by Citibank exactly the same amount that must be received if there had been no any deductions.
- 7-5 The bank reserves its right to deduct any amount added to the account and is not paid or any amounts added to the account by mistake.
- 7-6 The borrower assures that he does not refuse to work partially or totally whether due to a medical or accidental reason, and he did not refuse to work due to a medical reason for a period that exceeds 30 consecutive days within the past two years, and he was not hospitalized for 15 consecutive days within the past two years, and he did not receive any treatment because of heart, veins, cancer, kidney, liver, brain or lung diseases within the past two years.

8- The law that governs the Agreement and legal disputes:

8-1 All the matters that are not mentioned in the agreement are subject to the bank rules, terms, the Egyptian civil law and all the laws and decisions applicable in Egypt from time to time. Cairo Courts shall hear all cases that arise of this Agreement.

8-2 it is understood that the borrower understands and accepts the terms and conditions of this Agreement, the interest and the bank schedule of fees.

8-3 The terms and conditions of opening the Account/ Current Account or Saving Account apply where no special provision is mentioned in this Agreement.

9-Jurisdiction

Cairo Courts with their different degrees shall have jurisdiction over all disputes that arise out due to executing this Agreement.

10- Other notifications

The Bank will send written notifications to the Borrower to the address mentioned on the loan agreement. All these notifications are effective once the borrower receives them. The notifications are deemed received by the borrower on the fourth day from issuing them.

11- Other services

11-1 The Borrower may inquire about his Loan Outstanding Balance through Citiphone Service. (24 hour phone service)

11-2 The Borrower shall update the Bank's records through a written notification upon any change in his data like address, phone number, or any other information within a period of two weeks from the date of change.

12-Assignments of rights and obligations and severability

12-1 The Borrower cannot assign to any third party his rights or obligations under the loan agreement without a prior approval from the Bank.

The Bank may assign to third parties any of its rights or obligations mentioned above without prior approval from the Borrower. This assignment will result in transforming to the assignee the Bank rights and obligations within the limits of the assignment. The Bank is discharged from all its obligations mentioned in the agreement within the limits of the assignment.

12-2 If there is any clause in the agreement that is unenforceable; it will not affect the execution of the other clauses and provisions.

13- The bank reserves the right to amend or change these terms and conditions according to its perspective from time to time

14- “Public figure” is any person occupying a position or lately occupied a position or seeking to have or eligible to have a senior governmental position in any country, state or city, or occupying a political position (like a member in a political party) or any position in a government or a military position.

The above-mentioned definition includes the bank accounts of the private business which a public figure owns or being a partner in.

If the client is a Public Figure and owns or has assets or is a partner in a company with at least 20 % or more, he is subject to the legal responsibility of this policy.

In Case that the Customer is a Public Figure then he has to declare this prior to opening the bank’s account.

I/we declare that by opening this bank account without mentioning that I am/we are a public figure then I am/we are not a public figure.

15- Installments mentioned in clause 8 (the personal loans fees) are preliminary installments; therefore, they are subject to change due to the length of the period from the time the client signs on the loan documents and the due date of the settlement of the first installment.

The installments in their final form will be clarified in details in the bank letter sent to the client. The letter will state the deposited loan amount in the client’s account, the loan amount, the installments amounts and the settlement method.