

## General Terms & Conditions For Bedaya Business Account Opening

- 1. Cash Withdrawal, from this account, can be conducted either by checks or cash withdrawal slips. If non CIB standard Check forms are presented to the Bank and even if the balance allows the disbursement with all related conditions fulfilled, we authorize the Bank to refuse the payment and write down the phrase of (payment stopped as the Bank forms are not used).
- 2. In respect of which we undertake to advise the Bank, whether we approve the account balance or otherwise, as it appears on the Bank statement, within 30 days from date of its dispatch to us at our address as it appears in bank books; and in case the bank does not receive from our part a written approval or non-approval of the said statement within the above period, the account is to be considered finally approved.
- 3. We agree on the Bank calculating and debiting its returns, without prior approval which may become due as a result of our overdrawing from the account and that such returns are debited from the monthly balance at the debit return rate applied at the Bank. Moreover, we authorize the Bank to charge the expenses originating from this account.
- 4. We declare that we exempt the Commercial International Bank (Egypt) S.A.E. and its customers and agents from any responsibility relating to delay of offers/presenting protests for non-acceptance or non-payment of all bills of exchange, promissory notes, checks, payment orders, and other commercial instruments deposited by us for collection or discount. We also exonerate the bank from the responsibility of lodging any protest or sending warning for non-acceptance or non-payment of all the said documents deposited with the bank in the manner of guarantee or any other title as we exonerate it from notifying any protest within the legal time. Also we exempt the Bank from any risks that may occur due to paying on our behalf any bills of exchange or promissory notes etc., we are entitled to indemnity the Commercial International Bank for any loss that may occur in this respect. In spite of the Bank falling to take all or any of these procedures, we remain liable until full settlement of these documents, plus the legal returns thereon as well as the expenses sustained by the Bank. We declare to bear all consequences whatsoever which may result directly or indirectly to the Bank from the loss, theft or misuse of any or all of these checks, which will be received by us for the use of this account, exempting the Bank from any liability arise from cashing these checks
- 5. In case maintaining more than one account, we agree that you debit from our credit accounts any due amounts to settle any other account, so that we are not entitled to any payment except after reconciling all our accounts 'in any currency as well as settling your due debts whether assets, returns, expenses, etc
- 6. We undertake to bear all consequences whatsoever which may result directly or indirectly to the Bank from the loss, theft or misuse of any or all of these standard forms checks which will be received by ourselves for the use of this account, excluding any irregular payment made by the Bank after receiving from us an adequate written notice. This also applies to bills of exchange and promissory notes which the Bank will be the appointed place for reimbursement.
- 7. In case we apply for stop payment instruction on any check drawn on our account, we should ensure that this check has not been paid before such instruction. Accordingly, we agree to indemnify the Bank against all loss from non-payment of the check. We also indemnify the Bank against payment or accepting this check prior to receiving the stop payment instructions and placing the necessary procedures by the bank. This also applies to bills of exchange and promissory notes and whatever else which we have empowered the bank to settle on our behalf
- 8. We authorize the Bank to debit the existing account or any other account opened with the Bank in our name in order to correct

- any entries that had been processed in these accounts by mistake without previous notification from bank's part (whether through reversing the entry or by any other normal accounting procedure).
- 9. We declare that we have taken up as elected domicile the address previously given to the Bank and any advices or notices or communications reaching this address will be deemed validity delivered and productive of effects against us unless we undertake to advise the Bank in writing of the change of such address within a 30 days from date of change. The Bank shall not be responsible for any breach of confidentiality resulting from the account statement dispatch. The Bank will send to the client the account statement by maximum quarterly basis to customer's address stated in the Bank's records
- 10. We declare your right to block or close any or all the accounts opened in our name with your Bank at any time and claim the immediate payment of any outstanding balance due to you by us together with the returns
- 11. I / We are entirely responsible for any documents or writings of our own checks which were drawn on the Bank and be signed us and we disclaim responsibility for the Bank and all employees by writing or signing any documents or checks related to the bank using special pens with disappearing ink and in this case photo copies of such documents / checks signed by us will be treated as original documents and can't be denied by us in the present or in the future as well as agree to indemnity the bank immediately for any damages or losses that may result.
- 12. The Bank has the right to obtain any required data / information related to me from any other source (Central Bank of Egypt, Banks or Credit information and Credit Scoring Agencies). Similarly, the Bank is entitled to provide same information /data upon request from sources stated above without any liability on the Bank. The Bank is entitled to disclose and or all data concerning the customer's dealing and accounts kept at the Bank whenever the Bank is taking legal procedures to prove, reserve or fulfill the Bank rights in any and all cases.
- 13. The Bank and the customer shall submit the disputes to the civil tribunals of Arab Republic of Egypt. The Bank shall have the right to instigate procedures, if necessary, before the court of any other country.
- 14. We warrant issuing all requests submitted from us to you on your Bank's standard forms. In the event of submission of any instruction not written on the Bank's standard forms, we hereby agree on all terms and conditions undertakings and obligations written on the face and the back of the Bank's standard forms. We hereby represent that we have checked & accepted all the terms and conditions, undertakings and obligations included in all the bank's forms, and that they are binding to us. we fully release the bank from any or all responsibilities and losses that may incurred to us and this is a final and irrevocable undertaking from us.
- 15. The Bank has the right to block or close any of our accounts at any time in case of any misuse of the account.
- 16. The Bank's Records and entries alone shall have evidentiary force in any dispute that may arise between the customer and the bank.
- 17. The Bank may at any time at its sole discretion and as it deems appropriate amend, alter, cancel or add to any of terms herein contained.
- 18. The Bank is entitled to change applicable interest rate that are set by the Bank on such account at any time in accordance with the Bank announced rates
- 19. We declare that the Bank is entitled to postpone execution of transfers till the end of day or until the adjustment of the position transfer currency or until completion of the required documents







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- 20. The Bank is authorized in the process of managing its activity to use specialized entities, without considering the foregoing a violation to the secrecy of Bank accounts.
- 21. I/ We authorize the Bank to debit and record expenses originating from this account such as account opening, stamp duty, postage, telexes, insurance, commissions. etc to my/our account.
- 22. This application executed in the Arabic & English language, in case of discrepancy, the Arabic version shall prevail.
- 23. The bank has the right to disclose information concerning the customer's accounts in the following cases:
  - Administrative Seizure or Judicial self-executing attachment or as judgment that includes customer's funds and accounts kept at CIB.
  - Waiving of dues to customer at other authorities in favor of CIB,
     The bank has the right to advise the customer and the other authorities with such action.
- 24. I/ We are entirely responsible for the accuracy and correctness of all financial data provided in the application
- 25. I/ We are entirely responsible to inform the bank immediately with any update in the commercial register either upon the update or CR expiry and authorize the bank to hold or stop receiving requests for new transaction till receiving the updated commercial register taking into consideration that all checks presented to the bank will be disbursed conditional that all checks requirements are in order
- We hereby agree on the terms and conditions stated in the application.
- 27. We declare our complete knowledge, awareness and acceptance of the fees, expenses, commissions and interest list as applied at the Bank on all of the products and services provided to us, and that the said list is announced at all of the Bank's branches and communication channels including the Bank's official website. Furthermore, we hereby declare the Bank's right to amend the said list periodically without reverting to us for any approvals.
- 28. In case we wish to close the, or stop the usage of the Bank's product or service, subject of the above-mentioned request/contract, we are obliged to head to the nearest branch and/or contact the Bank's call center to inquire for the applied fees and discounts from the Bank's side (if any) without any liability or responsibility on the Bank's part.
- 29. In case we witnessed any fraudulent, or theft act on any of our accounts held at the Bank or the loss of any of the Bank Cards delivered to us from the Bank (in all its forms), we are obliged to head to the nearest branch and/or contact the Bank's call center to report and prove the said situation in order to allow the Bank to take the necessary actions and procedures in order to ensure and verify this situation and to prevent the occurrence of any damages to us (if possible), without any liability or responsibility on the Bank's Part in this regard.
- 30. Our complete knowledge and awareness by the applied complaints mechanism at the Bank through the printed flyers available at the Bank's Branches, emails, or call center. Furthermore, we hereby declare that in case we have any complaints, we are obliged to revert back to the Bank in this regard first, and we shall not submit any complaints at Central Bank of Egypt (CBE) unless we did not receive any replies from the Bank's side within the agreed on time frame and through the agreed on methods, as announced to the customers from the Bank's side.
- 31. The Bank has the right, upon its sole discretion and with no need to obtain the client's consent, to extract a recent commercial register on behalf of the company and to deduct the issuance fees from the company's account.

- 32. We declare our complete knowledge and awareness of the daily, monthly transactional limits set by central bank of Egypt for financial inclusion customers, moreover, we declare complete knowledge of set limits for my overall accounts balances furthermore, we hereby declare the bank's right to amend the daily, monthly transactional limits and overall accounts limits periodically without reverting to us for any approvals.
- 33. In case of opening an account under the umbrella of Financial Inclusion, I pledge not to open any other type of account unless I close or change the Financial Inclusion account. I also acknowledge the bank's right to stop the accounts if I do not abide by this.

## **Declaration:**

I/ We hereby declare that the information given above is true and correct and we will notify the bank within 30 days in case of any change occurring in the given information and provide the bank with a new extract of commercial register every year and I undertake to update the data in case of any changes occurring and bypassing the transactional limits or accounts balances or upon the bank's request within 30 days.

We acknowledge and fully understand the following definitions, rights, and duties that the relevant employee has explained to us:

- 1. Dormant Account: An account where none of the following transactions have taken place for one year for current accounts and two years for savings accounts: Withdrawals, deposits, transfers, electronic authenticated balance inquires or electronic balance inquiries through the available electronic inquiry channels that the bank provides. Transactions carried out by the Bank on the customer's accounts, such as deducting fees or adding interest, do not qualify as actions that make an account active.
- Customers with Dormant Accounts: Customers whose bank accounts are dormant.
- 3. Active Account: An account where a transaction (withdrawal, deposit, transfer, electronic authenticated balance inquires or electronic balance inquiries through the available electronic inquiry channels that the bank provides) was carried out within at least one year for current accounts and two years for savings accounts through any of the Bank's branches or its other available means of communication or digital channels.
- 4. If the customer has other active accounts, he/she has the right to activate his/her dormant accounts after his/her identity is verified according to the Bank's regulations by visiting the nearest branch or through any other available means of communication.
- 5. If the account is considered dormant, the customer must perform the following actions: authenticate account balance and submit a written request to reactive account, through any available means of communication and according to the Bank's regulations in this matter
- The Bank has the right to close the account if a year has passed since the balance reached zero and the customer did not reactive the account.
- Drawn checks will continue to be cashed and standing instructions will be carried out on dormant accounts and they will not be considered account reactivation.

## **Declaration:**

I/We the undersigned hereby declare that I/We are the sole owner and beneficiary of the opened account, and declare the full responsibility for legality of the source of any funds deposited/transferred to my accounts; and such amounts are in compliance with the Anti Money Laundering combating terrorist Financing law, its executive statute, and relevant executive resolutions.

