

## Internet Banking Service Terms & Conditions for Entities

### 1) General Terms & Conditions

1. When the Bank presents the documents, information and contracts regarding any service or product, this includes the full details of the obligations incurred by the customer in return for the provided service or product, accordingly, the customer must therefore be keen to review this information and obligations and to ensure fully understanding them and being able to adhere to them before signing any of them.
2. The customer should always provide complete and accurate information when completing any of the Bank's forms, never conceal any required information that might be in the customer's advantage, and by no means provide false details in order to assist the Bank in providing the services appropriate for the customer in the best possible way.
3. The customer should not, under any circumstances, provide any details of the Bank account or any other specific banking information to any other party. The customer must ensure keeping the token device, user name and password in confidential and secure locations and make sure that the user name and password are not kept in the same place.
4. The customer should update the information including the contact details (address, email and telephone number). The update should be on a continuous basis, either upon the Bank request or once any change occurs regarding such data. The customer shall be responsible for the data not provided by him/her to the Bank and what may result therefrom.
5. In the event that the customer discovers any unknown, ambiguous or unidentified transactions on the account or suspects that any transaction involves theft, embezzlement, manipulation of accounts or deduction of unauthorized transactions from the accounts, the customer should immediately inform the Bank and without delay.
6. In case the customer fails to comply with these terms and conditions regarding the security and confidentiality of data and the protection of cards and passwords, the customer shall bear full responsibility for any transactions executed without the customer's consent and the resulting fees and commissions.
7. All correspondences with the customer shall be in Arabic and/or English, through the available means of communication, including but not limited to: registered letters - account statements - sms - call center - phone calls.

### 2) Definitions

- **Bank:** Egyptian Gulf Bank SAE, commercial registration no. 88502 issued by Cairo Commercial Registry office, and all its branches in the Arab Republic of Egypt and any of its successors. The head office is located at 45 - North Teseen Street - Fifth Settlement.
- **Customer:** The Legal Entity & this includes singular & plural forms.
- **Working Day:** The day on which the Bank is open and provides its services.
- **Service:** The Internet Banking Service.
- **Token Device:** An electronic device with a display screen used to access the service, perform third party payments, and confirm beneficiary data, book term deposits and many other similar critical activities. This device issues random One Time Passwords 'OTP' depending on the time as one of the variables, so that the issued password is used to perform the previously mentioned transactions where validity for each password does not exceed one minute and may be less. The token device is subject to fees which is deducted upon issuance in accordance to the Bank tariff which is announced in the Bank's website and in the Bank's branches.
- **Recurring Transfer:** It is a service available through the Internet Banking, where the customer requests to execute a transfer repeatedly by deducting the account in favor of another account, whether inside or outside the Bank and it is performed with a fixed amount on the dates predetermined by the customer.
- **Future Transfer:** It is a service available through the Internet Banking and through which the customer requests to issue a transfer from the account at a future date and in favor of another account, whether inside or outside the Bank and it is executed on the date specified by the customer.
- **Call Center:** Means the Egyptian Gulf Bank call center and can be contacted by calling 19342 inside Egypt and +202-26733118 outside Egypt.
- **Commissions, Charges and Fees:** Means various types of fees that the Bank collects against the services and products provided to the customer or which the Bank pays on behalf of the customer, which can be viewed via the tariff published on the Bank's website or through the branches.

### 3) Internet Banking Service Terms & Conditions

1. These terms and conditions specify the Bank's commitments towards its customers and the customers' commitments towards the Bank. Regulations issued by the Central Bank of Egypt (CBE) in this regard and the provisions of the Central Bank of Egypt Law and their amendments shall also apply to this contract.
2. The (Internet Banking for Entities) form, the data it includes and the terms and conditions shall be the contract between the Egyptian Gulf Bank and the customer for activating the Internet Banking service subject of this contract for the customer. This contract is of unlimited duration and shall be terminated according to the termination conditions set forth in this request.
3. The customer has the right to review the Internet Banking Application before signing it, and shall be entitled to receive a copy from it at any time after activating the service.
4. The terms and conditions for opening the accounts applicable in the Bank are considered an integral part of this request and a complementary condition to its provisions except for what is otherwise stated in the terms and conditions of this request.
5. The Bank has the right to use the customer's information (address, mobile phone number, email registered in the service request, in the account opening request or in Bank records, notification box, or the email inside the Internet Banking service, etc.) internally to provide the customer with instructions and warnings about this service, information for the new services or to notify the customer of any changes to the terms, conditions, specifications and functions of the Internet Banking.
6. Within two working days from signing this request, the customer can register and activate the Internet Banking service through calling the call center using the same phone number registered with the bank, in order to receiving an email containing password for the first time, the customer can enter the username that was chosen at the branch to login along with the password that was created.
7. The customer is committed to read the awareness guides, warnings and notifications related to the service issued by the Bank.
8. Some critical functions inside the Internet Banking account - for example fund transferring to third party, activating beneficiary details, booking/cancelling time deposits and CDs, opening/closing subsidiary accounts and other critical functions - require a second random One Time Password 'OTP', generated by EGBANK Token Device issued for the customer to be able to execute the service/transfer.
9. If the customer wishes to activate some critical functions in the Internet Banking account (e.g. fund transferring to third party, activating beneficiaries, booking time deposits, and other critical functions) this requires obtaining a token from the Egyptian Gulf Bank.
10. Subscribing to the Internet Banking service is free of charge, and in case the customer wishes to obtain the Token Device, the device expenses will be deducted from the customer upon receiving the device according to the Bank Tariff, noting that the services and operations implemented through the Internet Banking are subject to the normal fees and charges according to the applicable Bank Tariff announced in due course and which can be viewed through the Bank website or through the Bank's branches and in case of any modifications, the customer shall be notified in advance via sending a text message, registered letter, email or the call center according to the data registered in the Bank.
11. The customer is committed to take full responsibility to provide all security controls for receiving and delivering the Token Device to the user.
12. The customer undertakes being fully responsible for maintaining the received Token Device and that the Bank shall not bear any responsibility in the event of fraudulent conduct or failure to maintain the Token Device by the customer under the customer's full responsibility.
13. Subsidiary accounts' opening via the Internet Banking Service: The customer can open current account only and in case the customer opens a current account, then the customer shall be committed to transfer the minimum amount required for opening that account. The customer also declares the Bank's right to deduct the account opening fees in accordance to the Bank Tariff announced in due course and the customer agrees that the information, authorized signature, and the correspondence address of the account(s) registered with the Bank will be applied to the new account opened via this service.
14. Some of the services available through the service are executed by the Bank's departments, for example: issuing a transfer to another beneficiary, and issuing cheque books.
15. Once the customer applies for a cheque book, its issuance shall be subject to review by the Bank, and if approved, the customer must visit the branch to receive the cheque book.
16. The customer bears sole responsibility for the transactions that are performed via the account on the Internet Banking service whether related to requesting services, registration of beneficiaries' information and the accuracy of this information or third party transfers' services. The customer also bears the consequences that may result from these transactions including the entries posted to the account, as well as any mistake that may result from transferring any amount to another beneficiary account via this service. Also, the Bank has the right to reject the execution of any of the instructions received through the service at its absolute discretion and the customer has no right to object.
17. The customer is responsible for providing and maintaining the equipment and for all the fees, expenses and communication charges needed to operate them when subscribing to the service.
18. The Bank provides this service through the internet using the latest security measures, thus the customer shall be responsible for protecting the data and the data required to access the service, for example but not limited to, the user name and password, and that the customer uses the service through secure electronic devices and that the customer ensures using the login data from the Bank's website. The customer must also refer to the Bank's website to review the security instructions of the Internet Banking service before using the service. The customer also declares that the Bank is not responsible for any damages or losses that may be incurred by the customer in case of default or as a result of the service disruption due to conditions beyond the Bank's control.
19. The customer is responsible for using any software or hardware that may threaten the security and effectiveness of the service and reveal its content. The customer also bears all the consequences of that and releases the Bank from any responsibility in this regard.
20. The customer acknowledge being fully responsible for entering / modifying / deleting / approving the data of the beneficiaries which the customer deals with, as well as the banks and the account numbers under Internet Banking service. The customer also acknowledges bearing full responsibility resulting from incorrect data in the beneficiary's information stated in the instructions issued by the customer.
21. The customer undertakes to make the utmost effort and care in using the services and to protect it from unauthorized use. Otherwise, the customer bears all types of legal responsibilities towards the Bank providing the license and its owner.
22. The customer declares taking all the necessary security and protection measures that prevent tampering or changing the contents of instructions issued or received by the customer through the Internet banking service.
23. The service shall be automatically locked if the customer enters the login password incorrectly more than the maximum number of times allowed according to the policies and procedures of the Egyptian Gulf Bank (it is possible to know the number of times allowed through the branch or the call center). In case the service is locked, the customer must refer to any of the Bank branches or contact the call center for assistance.
24. In case of entering the second password (the OTP) incorrectly more than the maximum number of times allowed according to the policies and procedures of the Egyptian Gulf Bank (it is possible to know the number of times allowed through the branch or the call center), the services/financial transfers that require the second password shall be suspended. In this case, the customer must refer to any of the Bank branches or contact the call center to for assistance.
25. In case of losing or forgetting the password for any reason, the customer must immediately contact the call center to cancel the service and confirm that in writing by submitting a written request. The Bank shall not be responsible for all the consequences that may result from third-party use of the password only after a full working day from the date of receipt of the written request. The customer must also submit a request to re-issue the service by visiting the nearest branch.
26. In case of the loss/theft/damage of the Token device, the customer must immediately login to the Internet Banking account to deactivate it or immediately inform the Bank's call center to stop the service. In this case, the same token device cannot be reactivated again & to re-use the service, the customer must submit a request to re-issue a new token device where the customer shall be obliged to pay the value of the device according to the applicable Bank Tariff in due course.

27. In case of manipulation of the customer's account or the theft or loss of the token device, card(s) or the service password issued to the customer by the Egyptian Gulf Bank:

- The Egyptian Gulf Bank shall be responsible:

For the transactions performed after being officially informed in accordance with the approved means of notification (contacting the call center and confirming this via submitting a written request) of the account fraud, theft or loss of the token device, the card(s) or the service password, where the Bank will refund any amounts/charges that have been deducted, unless if proved by Bank systems and records or the service provider that the transaction was authorized by the customer or by deception from the customer.

- The customer shall be responsible:

a. If the Bank is assured that the customer has not taken the precautionary measures and exerted the necessary efforts to safeguard the token device and all the information related to the service, including but not limited to the pin codes and passwords of the banking services issued to the customer on the account.

b. Failure of the customer to immediately report the occurrence of fraud in the accounts or the loss or theft of the token device, the Bank cards issued to the customer or the password related to the service.

28. The Bank provides service availability range of 97% throughout the year, noting that in case of service failure, the Bank applies the necessary standards to retrieve the service within three hours, where the Bank shall not bear any responsibility in case of irregularity or interruption of the service due to conditions beyond the Bank's control and thus the Bank is exempted from any legal liability as a result.

29. The bank provides the services that have been selected according to this application only, and any amendments requested by the customer for the service shall not be applied except from the following month after submitting the amendment request - or within the period required by the amendment according to its type - provided that the Bank approves this amendment.

30. The authorization issued by the customer to the persons designated to use this service under this request is deemed final, until a written notification from the customer is provided to Bank clearly stating the customer's desire to terminate the service, without prejudice to any binding instructions the Bank may be obliged to perform prior the receipt of the notification mentioned earlier and in accordance with the terms and conditions of the authorization.

31. The subscription to this service shall not waive other authorities regarding the signature authority of the customer as previously reported to the Bank.

32. The Bank may add any new services or modify existing services, where the customer shall be informed of the terms of use in due course. The Bank may also cancel any of the currently available services or modify them to suit the conditions of operating this service in accordance with the Bank's general policy without giving reasons.

33. The Bank has the right to decide and determine the type of the account(s) that can be dealt over through the available services. The Bank may from time to time to change these accounts in accordance with the general policy of the Bank without giving reasons.

34. The customer authorizes the Bank to deduct from the account all the fees, expenses and commissions arising from the use of the services and the operations available through this service according to the Bank announced Tariff and in case of any amendment to the Bank tariff, the customer shall be notified in advance via the login page to the Internet Banking, email, sending a text message, registered letter or the call center according to the data registered in the Bank.

35. The Bank has the right to stop or cancel the customer's subscription in the service at any time while notifying the customer by any of the Bank's approved means of communication; by sending a text message, registered letter, email or the call center according to the data registered in the Bank. The customer may submit a request to the Bank to know the reasons for stopping/cancelling the service & the Bank shall accept or reject the customer's request at its absolute discretion.

36. In the case the service is canceled or suspended for any reason as well as in case the customer account is seized in the Bank or in case the customer's bankruptcy or insolvency is declared, and in all other cases where there is legal impediment that prevents the customer from operating the account(s), the customer commits and undertakes not to use the service whatever the reasons, and exempts the Bank from any liability that may arise from that in any way. The customer is also obliged to compensate the Bank for any damages that may be incurred as a result of that use.

37. The customer acknowledges the validity of all the financial transactions that are executed on the account as a result of using this service, that they are considered correct, and that the customer accepts the resulting consequences on the accounts with the Bank and has no right to object them.

38. The customer acknowledges taking all the necessary measures in accordance with the entity's Article of Association in regards to subscribing to this service and granting a user to the person authorized by the customer according to what is stated in this application so that the customer shall have the right to login to the service and execute banking operations on the customer's accounts within the limits of the mentioned usage rights in this request.

39. The customer cannot - through the Internet Banking service - cancel any financial transaction that has been requested and executed.

40. The customer has the right at any time - according to the terms and conditions stipulated in this contract and in accordance with the Bank's policies & procedures - to cancel the subscription to the service by submitting a written request in any of the Bank's branches and paying the service cancellation fees in accordance with the Bank Tariff announced in due course. The Bank shall execute the customer's request within 5 working days, except in the special cases which may require additional procedures that may delay the execution of the request (including but not limited to the payment of any amounts related to the service due to the Bank before the service is cancelled). The Bank also has the right - at any time - to stop or cancel the customer's subscription in the service while notifying the customer by any of the available means of communication.

41. The customer authorizes the Bank to send the account statements through the Internet banking service. This statement is considered final by the customer until the Bank receives a written notice from the customer clearly stating the customer's request to terminate the service, without prejudice to what the Bank may be obliged to send from account statements before receiving the aforementioned notice in accordance with the terms and conditions of this request.

42. The Bank shall not bear any responsibility for the delay in transmitting any transaction due to causes outside its control or related to electronic or telecommunication networks.

43. The statement of account sent through the Internet Banking service shows the entries posted by the Bank on the customers' accounts at the end of the working day. This is without prejudice to the Bank's right to correct the contents of these statements in subsequent statements of account if the transactions have not been recorded or if it has been proven that they were in correctly executed.

44. Account statements printed from the Bank's records remain the only binding documents for the Bank in accordance with the usual terms and conditions.

45. In case the customer has any complaint, the customer is entitled to submit the complaint to the Egyptian Gulf Bank through any of the means of complaints' filing. The complaint shall be responded to within a period that does not exceed fifteen working days from the date of its receipt (except for complaints related to transactions with external parties, the customer will be notified of the period necessary to study the complaint according to the nature of the transaction subject of the complaint) and in case the customer does not accept the content of the response, the customer shall have the right to re-submit the complaint including the reasons for not accepting it within 15 days of receiving the response, and in case the customer does not accept the final Bank response to the complaint, the customer shall have the right to escalate the complaint to the Central Bank in accordance with the applicable regulations in this regard. The customer should not submit the complaint directly to the Central Bank before referring to the Egyptian Gulf Bank. The customer can view the means, rules and detailed procedures of filing complaints on the Bank's website or by referring to any of our Bank branches.

46. The Bank has the right to partially/completely suspend the service for the purpose of securing the system from being hacked in case of detecting security threats to the Bank's systems over the Internet. Noting that in case of any planned outages from the service, the Bank shall inform the customers through the login page of the Bank's Internet Banking service.

47. The Bank shall have the right not to perform any of the instructions received through the service at its sole discretion & the customer has no right to object. The Bank also has the right to stop or cancel the customer subscription into this service at any time without stating reasons and without any need of prior notice or advice.

48. In case of any legal dispute between the Bank and the customer as a result of using this service, then the data registered in the Bank's records and magnet-ic media shall be means of proof whose contrary cannot be proved and will be considered a full evidence for both parties.

49. This request and the terms contained therein shall be subject to Arab Republic of Egypt laws. Any dispute that arises regarding its implementation shall be considered by Cairo Economic Court.

50. These terms and conditions have been drafted in Arabic and English. However, the Arabic version shall prevail in case of any differences between the Arabic and English versions.

#### 4) Terms & Conditions of transfers through the Internet Banking Service:

The customer authorizes the Bank to execute the instructions received from the customer through the Internet Banking service, and this authorization includes the following:

1. Transfers are conducted automatically on the day specified by the customer if the transfer is between the Egyptian Gulf Bank accounts, or within the following two working days if the transfer is to an account outside the Egyptian Gulf Bank. In case the transfer is to an account outside Egypt in a currency different than the account currency, then the amount shall be deducted from the customer's account on the day of execution according to the announced rate in due course.

2. The Bank is not committed to execute the transfer requests on the same day of receiving them if they are received after 2:00 PM.

3. The customer declares knowing that the requests issued by the customer are only executed on working days, whether inside or outside the Arab Republic of Egypt (if the orders are to beneficiaries outside the Arab Republic of Egypt).

4. The Bank has the right not to execute the transfers requested by the customer, if the balance is not available in the account at the time of the transfer, or if the transfer amount exceeds the daily transfer limit announced in the Bank Tariff which can be viewed through the Bank's website.

5. The Bank has the right at any time to change the daily transfer limit without prior approval from the customer while notifying the customer by any of the Bank's approved means of communication, through the login page to the Internet Banking, email, sending a text message, registered letter or the call center according to the data registered in the Bank.

6. The Bank does not bear any responsibility for not executing or for the delay in the execution of the transfer due to reasons beyond its control or due to failures of electronic or telecommunication networks.

7. Regarding the recurring transfers and future transfers services, the customer is fully responsible for the data entered by the customer according to which the transfer is executed without any responsibility on the Bank, and the Bank is not obliged to execute any transfer in case that the account balance is not sufficient on the date specified by the customer to execute the transfer.

8. When stopping or canceling the Internet Banking service based on the customer's request or for any other reason, the future transfers and recurring transfers are not automatically canceled, and they can be canceled only by submitting a written request by the customer to the Bank where cancellation is executed by the Bank within two working days from the date of receiving the request. Noting that it is not possible to cancel future transfers issued to accounts within the Egyptian Gulf Bank, which were previously requested through the service.

9. The customer can cancel any recurring transfer directly through the Internet Banking service only if the recurring transfer has not been executed by Bank.

10. The customer can cancel any future transfer that has not been executed yet and this is applicable only for the transfers issued to accounts outside the Egyptian Gulf Bank, by submitting a written request to the Bank where cancellation is executed by the Bank within two working days from the date of receiving the request.

11. For local and international transfers executed via the service, the customer must provide the Bank with sufficient information regarding the beneficiary identification & address and the beneficiary's Bank and bank account details, in addition to the purpose of the transfer. The customer shall bear full responsibility resulting from any mistake in the data related to the beneficiary that is stated in the instructions issued from the customer to the Bank.

12. In the case of cancelling the transfer request, the Bank is not obliged to refund the transferred amount before receiving the needed confirmation that the value has been credited to the Bank's account held with the correspondents. Noting that the value shall be refunded after deducting the expenses incurred by the Bank in accordance with the Bank Tariff as well as the expenses incurred by the correspondents. Also, the amounts transferred in foreign currencies - which were purchased via the Bank - will be re-transferred to the local currency according to the announced exchange rate on the date of refunding the value to the customer's account.

13. All terms and conditions for transferring funds applicable in the Egyptian Gulf Bank shall apply to the transfers executed through the Internet Banking service.