

Personal Loan Agreement and Terms and Conditions

PARTIES

1. SAMBA FINANCIAL GROUP, Dubai Branch, with offices located at Jumeirah Road, Umm Suqueim 2, P.O. Box 6038, Dubai, United Arab Emirates (the "Samba"); and
2. _____, a _____ national holding passport no. _____ of P.O. Box _____, _____, United Arab Emirates (the "Customer").

AGREEMENT

Samba has agreed to extend to the Customer a personal loan of [amount in words] _____ Dirhams (AED [amount in figures] _____) (the "Loan"). The Loan shall be subject to the following terms and conditions.

1. Loan
The maximum amount of the Loan shall be [amount in words] _____ Dirhams (AED [amount in figures] _____).
2. Term
The Loan shall be for a period of _____ months starting from the date hereof and expiring on _____, 20__ ("Expiry Date"), unless terminated earlier by Samba in accordance with the terms of this Agreement.
3. Conditions Precedent
The Loan will become available when Samba has received the following in a form satisfactory to it:
 - 3.1 This Agreement duly executed.
 - 3.2 Any security required by Samba.
 - 3.3 Transfer of Customer's salary and his/her other privileges including end of service benefits to the Customer's account with Samba pursuant to clause 7.4(a).
4. Security
The Customer shall provide the following security to Samba:
 - 4.1 Guarantee from _____.
 - 4.2 _____ security cheques in the amount of AED _____ each, in a form acceptable to Samba in all respects.
5. Payments
 - 5.1 The Customer shall repay the Loan by equal monthly installments of AED _____ (which includes any financial charges/commission and/or profit due to Samba). The Customer shall repay all amounts outstanding under this Agreement on the Expiry Date.
 - 5.2 Additional charges as listed in the schedule of fee and charges (available in Samba Branch and on our website www.samba.ae) or otherwise prescribed by Samba, are payable upfront by the Customer to Samba from the processing of the loan.
 - 5.3 The Customer undertakes to pay to Samba the installments on their due dates, without any right of counterclaim, set-off, withholding or deduction in respect of such payments.
 - 5.4 The Customer hereby authorises Samba to apply any credit balance to which the Customer is entitled or any amount which is payable by Samba to the Customer at any time in or towards partial or total satisfaction of any payment obligation which may be due or payable by the Customer to Samba under this Agreement. In cases where an obligation is unliquidated or unascertained, Samba may set-off in an amount estimated by it in good faith to be the amount of that obligation. If obligations are in different currencies, Samba may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.
 - 5.5 In the event of a delay of payment of any amount and after several claims by Samba, the Customer shall undertake to pay a late payment fee as listed in the schedule of fee and charges (available in Samba Branch and on our website www.samba.ae) or otherwise prescribed by Samba (to be calculated every month of delay).

6. Prepayment

6.1 The Customer may at any time prepay all or part of the Loan provided that:

- (a) all payments received by Samba shall be applied by Samba in or towards settlement of the Loan in the inverse order of maturity of each installment; and
- (b) where the entire Loan is to be settled in full, the amount to be paid shall include all outstanding installments together with all financial charges, commission, profit, costs and fees accrued in respect of the Loan and all other amounts due under this Agreement on the date of prepayment.

7. Representations and Undertakings

7.1 Undertakings

The Customer undertakes to Samba that he/she shall:

- (a) promptly inform Samba of the occurrence of any Event of Default;
- (b) comply in all material respects with all applicable laws;
- (c) immediately comply with any request or notice from Samba requesting any information or documentation that may reasonably be requested by Samba from the Customer; and
- (d) procure that the Customer's obligations under this Agreement do and will rank at least *pari passu* with all his/her other present and future unsecured obligations, except for obligations which are mandatory preferred by law.

7.2 Representations and Warranties

The Customer hereby represents and warrants to Samba:

- (a) that the Customer has full legal capacity to enter into and perform the obligations under this Agreement;
- (b) that in any proceedings taken in relation to this Agreement, the Customer will not be entitled to claim for himself/herself or any of his/her assets immunity from suit, execution, attachment or other legal process;
- (c) the Customer is not bankrupt, nor have any steps been taken towards having the Customer declared bankrupt or towards the attachment or execution of any assets belonging to the Customer;
- (d) that no Event of Default has occurred, or shall occur as a result of entering into this Agreement that will result in a change in the Customer's business, assets, affairs or financial condition which would materially and adversely affects the Customer's ability to perform his/her obligations under this Agreement; and
- (e) that to his/her best knowledge and belief, all information supplied by him/her to Samba in connection with each Financing Agreement is true, complete and accurate in all material respects and he/she is not aware of any material facts or circumstances that have not been disclosed to Samba.

7.3 Each of the representations and warranties constituted by Clause 7.2 above shall survive the execution of this Agreement, are made on the date hereof and shall be deemed to be repeated on the date of each payment with reference in each case to the facts and circumstances then subsisting.

7.4 Employment

- (a) If stated as a condition precedent in clause 3 of this Agreement, the Customer shall open and maintain an account (the "Account") with Samba into which he/she shall instruct his employer to:
 - (i) pay all of his/her salary into the Account;
 - (ii) immediately notify Samba of the resignation or termination of the Customer's services with such employer or of the extension of any credit by such employer; and
 - (iii) transfer his/her end-of-service benefits, if any, into the Account in accordance with any authority letter given by the Customer to Samba.
- (b) The Customer shall inform Samba within three (3) business days of it occurring of any proposed changes to his employment and/or the business that he is conducting.

- (c) If the Customer ceases to be employed, or carry on his business (whichever may be applicable), with the same employer or same business as was the case at the signature hereof, Samba will have the right to declare an Event of Default in accordance with Clause 9 below. For Samba to waive this right (in its sole discretion) it must immediately receive full details of the Customer's new employer or business and the proposed salary/income the Customer will receive from his/her new employer.
- (d) At the time of the Customer changing employment, Samba may request that the instructions and agreement outlined in clause 7.4(a) is implemented and agreed with the new employer.
- (e) In addition, Samba may request the Customer to provide written confirmation from his/her employer that it has or will comply with clause 7.4(a) (prior to drawdown of the Loan) or clause
- (f) (prior to it waiving its rights in terms of Clause 9.2 below).
- (g) If the Customer retires from full time employment, the Customer irrevocably agrees:
 - (i) that any pension fund salary due to the Customer shall be paid into the Account; and / or
 - (ii) to instruct any other bank or financial institution where the Customer holds a pension, to pay the pension salary into the Account, such funds to be utilised by Samba to pay the installments due under this Agreement

8. Security

- 8.1 Samba may, at any time, require from the Customer that all the credit balances of accounts held by the Customer at Samba or at any other banks or any other funds or financial and commercial papers deposited with Samba, to be pledged as security for his/her obligations under this Agreement.
- 8.2 The Customer hereby irrevocably undertakes to sign all the documentation required by Samba or other banks involved and at the same time he/she empowers and authorises Samba to take all the necessary legal action to effect the security hereunder and, if applicable, the pledge under Clause 8.2 above. According to such security, Samba will have preference in recovering all amounts due to it under this Agreement from the accounts of the Customer secured in terms of this Clause 8 before other creditors of the Customer according to the provisions of the law. Such security shall include any costs, expenses, fees or compensation that may be incurred by Samba to recover all amounts due from the Customer.

9. Events of Default

- 9.1 The following events or circumstances shall constitute an event of default on part of the Customer under this Agreement:
 - (a) the Customer fails to pay any sum due under this Agreement on its due date; or
 - (b) any material representation, statement or warranty made or repeated in this Agreement, or in any notice or other document delivered by or on behalf of the Customer in connection herewith is incorrect or misleading in any respect when made or repeated, as determined by Samba; or
 - (c) the Customer fails duly to perform or comply with any of the obligations (other than those referred to in sub-clause (a) above) expressed to be assumed by him/her under this Agreement and if such breach is in the reasonable opinion of Samba capable of remedy and is not remedied within fourteen (14) days after the earlier of the date of notice by Samba requiring such remedy or the date on which the Customer first becomes aware of the breach; or
 - (d) the Customer is unable to pay his/her debts as they fall due, commences negotiations with any one or more of his/her creditors with a view to the general readjustment or rescheduling of his/her indebtedness or makes a general assignment for the benefit of or a composition with his/her creditors or a moratorium is declared in respect of any indebtedness of the Customer; or
 - (e) the Customer is declared bankrupt or any steps are taken to have the Customer declared bankrupt; or
 - (f) the Customer ceases to be employed, or carry on his/her business (as applicable), with the same employer or same business as at the date hereof; or
 - (g) the Customer is declared insane or dies; or
 - (h) any other event or series of events occurs which in the reasonable opinion of Samba may have a materially adverse effect on the business, condition (financial or otherwise) or results or operations of the Customer or on the ability of the Customer to comply with any of his/her obligations under this Agreement.

9.2 Consequences of Event of Default

On, and at any time after, the occurrence of an Event of Default, Samba may, at its discretion:

- (a) terminate this Agreement;
- (b) demand that the Customer pay all outstanding installments and otherwise declare due all amounts payable under this Agreement; and
- (c) exercise its rights under any security and otherwise initiate any legal action and remedies available to Samba.

10. Notices

10.1 All notices and other communications under this Agreement shall be in writing and shall be sent to the respective addresses of the parties as stated below or to such addresses as the parties may specify from time to time. Notices may be delivered by hand, facsimile message against a written confirmation of receipt or by registered post or courier.

For Samba:

Attn: _____

Samba Financial Group, Dubai Branch

Address: PO Box 6038, Dubai, UAE, Tel: (971 4) 7091111, Fax: (971 4) 7091122

For the Customer:

Address: PO Box _____ Tel: _____ Fax: _____

10.2 Notices sent by telex or fax shall be deemed to be received on the business day following the day they are transmitted and if sent by post shall be deemed to be received three (3) business days after they are put in the post by airmail, postage prepaid and properly addressed to the addressee.

11. Default in Payment

If the Customer fails, neglects and/or refuses to make any of the payments due on the date due for payment for any reason whatsoever, the Customer undertakes to pay in addition to the amount already due and outstanding, a penalty of 4% per annum on the amount overdue from the date of such default until the date of actual receipt by Samba or AED 150 per month, whichever is the higher.

12. Rights Accumulative

The rights, powers and remedies provided for in this Agreement are cumulative and shall not exclude any other rights, powers and remedies provided by law.

13. Waiver

No failure by Samba to exercise or any delay by Samba in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

14. Entire Agreement

This Agreement contains the whole agreement between the parties relating to the transactions contemplated by it and supersedes all previous agreements between the parties relating to the same transaction.

15. Severability

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement, nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

16. Assignment

16.1 This Agreement shall be binding on the parties hereto, their respective successors and permitted assigns, heirs and/or legal representatives.

16.2 The Customer may not assign or transfer any of his/her rights or obligations under this Agreement without the written consent of Samba.

16.3 Samba shall have the right at any time during the term of this Agreement, upon notice to the Customer but without the need to obtain consent, to assign, sub-sell or otherwise transfer all or any part of its rights, benefits and obligations hereunder to any third party.

16.4 Samba may disclose to a potential assignee or to any person who may otherwise enter into contractual relations with Samba in relation to this Agreement, such information about the Customer as Samba shall consider appropriate, provided that such potential assignee or any other person entitled hereunder to such information about the Customer shall agree to maintain such information as confidential and not disclose such information to any third party.

17. Amendments

No amendment to this Agreement shall be effective unless agreed in writing by Samba and the Customer.

18. Costs and Expenses

The Customer shall reimburse and pay to Samba on demand all costs, charges and expenses incurred or in connection with any amendment, waiver approval, consent or suspension of any rights requested by the Customer and relating to this Agreement or arising in connection with the preservation or enforcement of Samba's rights under the this Agreement.

19. Complaints

Any complaints from the Customer regarding the Loan or this Agreement shall be directed to Samba's customer service department or Samba Phone.

20. Governing law and jurisdiction

This Agreement shall be governed by and construed in accordance with the Laws of the United Arab Emirates. The customer hereby irrevocably submits to the non-exclusive jurisdiction of the Courts of Dubai. Nothing in this clause shall limit the right of Samba to take proceedings against the customer in any other Court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdiction preclude the taking of proceedings in other jurisdictions whether concurrently or not.

21. The Customer agrees to provide to Samba with any information, that it requires for establishing and/or auditing and/or administrating the Customer's loan account and facilities. The Customer hereby authorizes Samba to share, obtain and correct any information as it deems necessary regarding the Customer, his/her accounts and facilities herewith.

22. The Customer also agrees to be bound by Samba's schedules of charges for providing its services, which schedule of charges is available at all Samba branches and is updated periodically and therefore is subject to change, which changes are binding on the Customer.

23. Samba may in its sole discretion send statements, advices, confirmations and other communications (including but not restricted to marketing messages) with respect to a Product, promotion or these Terms and Conditions to the customer's facsimile number and/or e-mail address and/or mobile number provided by the customer to Samba.

IN WITNESS WHEREOF this Agreement was executed by the duly authorized representatives of the parties hereto on the _____ day of 20____.

By authorized signatory
Samba Financial Group
Dubai Branch

The Customer _____
Name(s):