

### **Terms & Conditions – Mashreq Personal Loans**

The Applicant/Borrower hereby acknowledges, accepts and understands the following

1. In consideration of Mashreq Bank agreeing to make available to the Borrower the Principal Amount, the Borrower agrees to pay the Total Amount by Monthly Installment on the Payment Dates. The total Amount is the aggregate of the Principal Amount, Deferred Payment Charges, Credit Life Insurance charges, Loan Processing charges and all amounts and interest charges which may be payable pursuant to or in connection with such Loan.
2. Disbursement of a Loan is conditional upon receipt or confirmation of all documents and requirements requested by Mashreq in form and substance satisfactory to Mashreq and payment to Mashreq of all applicable fees and charges.
3. The Borrower hereby irrevocably authorizes Mashreq to debit from the Borrower's account(s) any amount due and payable to Mashreq, without notice to the Borrower.
4. The Borrower is in default if:
  - Any monthly Installment is not paid in full on its payment date;
  - There is a breach of any of term(s) of a Loan;
  - The Borrower's employment is terminated, his monthly salary stopped or his work permit or residence visa (if any) are cancelled;
  - Any information provided in the Loan Application form is found or considered by Mashreq to be incorrect;
  - The Borrower or his guarantor(s) (if any) goes into bankruptcy, insolvency, liquidation, is declared incapable or dies; or
  - The Borrower defaults under any other obligation or agreement to Mashreq.
5. On the occurrence of a default by the Borrower, the outstanding balance of all Loans along with all accrued interest, charges and fees shall immediately become due and payable by the Borrower and/or the guarantor(s), if any, and Mashreq shall have the right to demand the immediate payment of all such amounts. On receipt of any payment from the Borrower, where the Borrower is in default of a Loan, such payment shall be applied by Mashreq to repay such liabilities of the Borrower to Mashreq as Mashreq may see fit.
6. The Borrower hereby acknowledges and confirms that a default in respect of any Loan shall constitute a default for the purpose of all loans of the Borrower from Mashreq.
7. If the Borrower is in default Mashreq shall have the right to: (i) demand the immediate payment of all amounts in relation to such Loans; (ii) enforce any security provided to Mashreq in respect of Loans or any other loan between the Borrower and Mashreq (this includes set off and enforcement of security, provided for other Mashreq loans, over assets of the Borrower); (iii) take any action and exercise such rights and remedies as are provided for herein or as are otherwise available to Mashreq under applicable law; and/or (iv) present all cheques provided to Mashreq by the Borrower.
8. If any Monthly Installment is not paid on its due date of payment, then without prejudice to any other right or remedy of Mashreq, the Borrower shall be liable to pay the interest on such delayed payments at the rate set forth by Mashreq, plus any other additional fees or charges set forth on the Schedule of Fees and Charges.

9. If the Borrower wishes to repay all or part of the Loan early, the Borrower must notify Mashreq of such. Mashreq shall advise the Borrower of the outstanding Principal Amount, interest, Deferred Payment Charges, Monthly Installment(s), early settlement charges, penalties and other amounts due to Mashreq under the Loan on such prepayment.
10. Allowing the Borrower to re-borrow any part of the principal amount of a Loan that has been repaid is at Mashreq's sole discretion.
11. The acceptance by Mashreq, of any partial payment of any installments, which are then due from the Borrower, does not constitute a waiver by Mashreq, of any right to full repayment.
12. By signing an application for the Loan, the Borrower warrants and represents that the information given therein is true and accurate and the Borrower hereby authorizes Mashreq to make such enquiries as it considers necessary to confirm this information.
13. The Borrower hereby undertakes to check the communication sent by Mashreq to the Borrower via Notices, Statements, Emails, SMS or any other means. If no objection is received from the Borrower within thirty (30) days of dispatch of a notice or statement, then the transaction or balance shown therein will be considered correct.
14. The Borrower agrees that Mashreq may charge the Returned Cheque Fee (as set out in the Schedule of Fees and Charges) for any returned cheque.
15. Mashreq may in its sole discretion approve further Loans to the Borrower in writing, by telephone or on Mashreq online.
16. Without prejudice to any other provisions under these Terms and Conditions, the last Monthly Installment charged would vary depending on the borrower's payment behavior, based on the duration of the Loan as mentioned below:
  - If the borrower has delayed its Monthly Installment, the additional interest on the number of the days the borrower delays payment will be added to the last Monthly Installment.
  - If the borrower has availed any postponement during the loan period then last monthly installment will also include the re-calculated interest charged on the loan outstanding after the postponement period.
17. The Borrower undertakes:
  - To deposit the monthly salary and/or other income with Mashreq;
  - To deposit with Mashreq cheques in relation to all monthly installments;
  - To take steps to ensure, that his/her employer shall pay his end of- service benefits to Mashreq; and not to create any lien, encumbrance or other charge on the Borrower's monthly salary or end-of-service benefits.
18. If the Borrower is in receipt of advance salary payments (i.e. salary payments for more than one month in advance) Mashreq may, at its discretion, debit the Borrower's account for future installments (which will be due in respect for future months on the Loan) on receipt into the Borrower's account of such amounts.
19. The Borrower agrees that due to any reason, if he/she is not being able to provide the required documents or fulfill the commitment as per the agreement (i.e. transfer the monthly salary to Mashreq Account), the facility may be converted to the without Salary Transfer loan at interest rates decided by the Mashreq.

20. The Borrower agrees not to use the loan amount for any unlawful activity including breach of any applicable sanction imposed by a local or foreign regulator or any other authority(ies) having relevant jurisdiction. In the event the Client(s) becomes aware of any breach of any applicable sanction, the Client(s) shall inform Mashreq immediately.
21. In the event that Mashreq discovers/ suspects that the loan/ limits/ advance is used for an activity that breaches any applicable sanctions programme, Mashreq reserves the right to cancel such limit/ advance/ loan unilaterally and request that the Borrower refunds the outstanding amount. Upon such request the Borrower shall, in agreement with the Mashreq, immediately make arrangements to return the outstanding amount.
22. The Borrower acknowledge and agree that Mashreq has the right to change these Terms and Conditions, interest rates, fees and charges according to its policy, and any changes thereof will be notified to the Borrower by Mashreq prior to its implementation. The Borrower gives full consent to Mashreq to effect the changes as notified to the Borrower, from time to time, without the need of obtaining any further consent and/or approval from the Borrower.
23. The Borrower further acknowledge and agree that Mashreq shall have the full right to recall the loan at any time at its sole discretion and can collect the amount from the Borrower's Account without prior notice to the Borrower.
24. Value Added Tax
  - For all intents and purposes, "VAT" means any value added tax or similar tax payable to any authority in respect of transactions and includes, but without limitation, any other form of taxation that may be applicable to this agreement.
  - The Borrower acknowledges that all amounts expressed to be payable under this agreement by the Borrower to Mashreq which (in whole or in part) constitute the consideration for any fees for services for VAT purposes are deemed to be exclusive of any VAT which is chargeable on that fees for services, and accordingly if VAT is or becomes chargeable on any fees for services by Mashreq to the Borrower under this agreement and Mashreq is required to account to the relevant tax authority for VAT on that fees for services, that the Borrower must pay to Mashreq (in addition to and at the same time as paying any other consideration for such fees for services or at the point the VAT becomes due to be paid by Mashreq if earlier) an amount equal to the amount of that VAT and Mashreq must promptly provide an appropriate VAT invoice to the Borrower where so required to by law).
  - Where this agreement requires the Borrower to reimburse or indemnify Mashreq for any fees for services, the Borrower shall reimburse or indemnify (as the case may be) Mashreq for the full amount of such fees for services, including such part thereof as represents VAT, save to the extent that such Mashreq reasonably determines that it is entitled to credit or repayment in respect of such VAT from the relevant tax authority.
  - In relation to any services provided by Mashreq to the Borrower under this agreement, if reasonably requested by the Borrower, Mashreq must promptly provide the Borrower with details of Mashreq's VAT registration and such other information as is reasonably requested in connection with the Borrower's VAT reporting requirements in relation to fees for services provided.