

Account Number: _____

Loan Reference Number: _____

This contract was drawn up on _____ **between:**

First Party: National Bank of Kuwait (S.A.K.P) with headquarters at: Abdullah Al-Ahmad Street - Kuwait City

Second Party: _____

holding civil ID number: _____

Profession: _____

Employer: _____

Mailing address and chosen domicile: _____ Area Field: _____

Block No. _____ House Blog No. _____ Street: _____

P.O. Box: Area: _____ Postal Code _____ Email ID: _____

Fax Number: _____ Home Telephone No.: _____ Mobile Number: _____

The two contracting parties agreed on the following:

Article One: Loan Amount and Purpose:

The First Party - under this contract - granted the Second Party a medium-term loan on his account number: _____, for an amount of: KD _____ (In words) _____, for the purpose of: _____, and the Second Party acknowledges his indebtedness to the First Party with the value of this loan, its interest and all amounts associated therewith.

Article Two: Loan Term:

The term of this loan is: _____ months / years starting from the date of signing this contract, and ending on: _____, without prejudice to the validity and enforceability of this contract with all its provisions vis-à-vis the Second Party until the full fulfillment of all his obligations under this contract.

Article Three: Interest:

The loan balance is subject to interest at a fixed rate of: _____% p.a. (including the discount rate announced by the Central Bank of Kuwait on the date of this contract), and this interest shall be calculated and due monthly in accordance with the banking regulations applicable by the First Party.

Article Four: Repayment

The Second Party undertakes to pay the full amount of the loan by _____ consecutive monthly installments, the amount of each installment being KD _____ (In words) _____, including the principal and interest due, in addition to the amount of the insurance premium, in the event where the customer wishes to insure the loan. The first installment shall be due on a date not later than: _____ and the due date for subsequent installments is at the end of every month. The last installment shall be due on: _____, and the amount of the monthly installment shall represent _____% of the Second Party's monthly net salary after deductions at the time of granting the loan.

It is agreed between the First and Second Parties that in the event that the loan amount is credited at a date later than the date of salary receipt in the Second Party's account, the First Party shall have the right to deduct the first installment on the first day of the month following the one in which the loan was credited, without prejudice to the First Party's right to deduct the second installment on its due date.

Article Five: Acknowledgment of Account Balance:

The Second Party acknowledges that the balance of his aforementioned account with the First Party has a credit/debit balance in an amount of: KD _____ excluding the interest due on the debit balance as of: _____.

Article Six: Default in Repayment:

The Second Party shall pay the amount of the installment on its due date every month, without the need for warning, notice or any other legal action. In the event that any amounts or salaries accumulated for several months or vacation salaries are received in the account, the Bank shall have the right to deduct in advance the total installments corresponding to these amounts or salaries even if the original due date for paying those installments has not yet been reached. In the event that the Second Party is late in paying any of the repayment installments on its due date or the balance in the account is insufficient to pay the full amount of the due installment, the First Party shall charge a penalty of 0.125% per month of the amount of the due installment or KD 5 , whichever is the higher, without prejudice to the following:

The full balance of the loan or the remainder thereof immediately falls due without the need for warning, notice or any other legal action in any of the following cases:

1. The Second Party fails to pay any of the loan installments shown specified in the contract or part thereof on its due date, or in the event that there is no credit balance in the Second Party's account that covers any amount payable by him.
2. The termination of the Second Party's service with his employer specified in the contract for any reason, or changing his workplace, or stopping the transfer of his salary / income to his account with the First Party for any reason.
3. The Second Party exchanges part of his pension or resorts to early retirement without obtaining the prior written approval of the First Party.
4. Issuance of a court judgment against the Second Party, imposition of a precautionary or executive seizure, taking other legal measures against him, his final departure from the State of Kuwait, or availability of information about his intention to leave it, or other matters that affect the loan security.
5. Falsity of the information, data and declarations provided by the Second Party to obtain this loan or stated in the loan contract or its appendix, or his use of the loan amount for a purpose other than the one specified for it.
6. Any other reason provided by law for the due date of the deferred debt.
7. In general, if the Second Party breaches or delays in performing any of the obligations imposed on him by law or under this contract.
8. In any of the aforesaid cases of default, the maximum interest rate set by the Central Bank of Kuwait, which is currently _____% or the maximum rate that the Central Bank of Kuwait sets in the future, whichever is higher, shall apply to the entire debit balance of the loan until full payment, and this interest also applies at the same rate after the closure of the account.

Article Seven: Assignment:

The First Party shall have the right to assign all its rights and dues arising from this contract to whomever it wishes without reference to the Second Party, who acknowledges his acceptance of the assignment, its enforceability against him, and the transfer of the right to the assignee with its attributes, appendices and securities.

Article Eight: Other Terms and Conditions:

1. The Second Party undertakes to transfer his monthly salary and/or fixed income shown in the loan application to his account mentioned above with the First Party, and that this transfer shall continue until the full repayment of the entire loan amount, its interest and all amounts associated therewith. The Second Party also undertakes to transfer his end-of- service entitlements to his mentioned account, and the First Party shall have the right - upon receipt of these amounts or entitlements - to deduct them from the remaining debit balance of the loan amount, even if its installments are not yet due, without the need for notification or warning.
2. In support of its indebtedness resulting from the contract, the Second Party issued a promissory note for the amount of the loan / promissory notes for the amount of the loan installments / in favor of the First Party, and this note / these notes shall not be a substitute for the loan amount owed by the Second Party under the contract, or a repayment or renewal of the loan.
3. The Second Party hereby declares that he is in good health, and has not been subjected to medical care in any hospital or afflicted with any diseases that prevented him from carrying out his work for a period of ten consecutive days, during the three years preceding the date of this contract.
4. The Second Party acknowledges that all credit balances of any kind, securities, commercial papers and all other funds deposited or registered in his name currently or in the future with the First Party or any of its branches or subsidiaries inside or outside Kuwait guarantee and secure the Second Party's obligations arising from the contract vis-à-vis the First Party, and the First Party shall have the right to set-off these balances and funds against the Second Party's obligations arising from the contract.
5. The Second Party agrees that the Bank - through its employees, representatives and officers - may verify his place of residence and/or work in order to ascertain the validity of the information and data registered with the Bank and follow up on updating it. The Second Party also authorizes the Bank to disclose the information and data related to the Second Party's indebtedness with the Bank to any other party, including any of the employees and officials of the Second Party's employer, whether registered with the Bank at the time of borrowing or joined work with it later. The Second Party hereby absolves the Bank, its employees, officials and representatives from liability for damages that the Second Party may incur directly or indirectly as a result of disclosing such information and data.
6. The Second Party acknowledges the validity of the First Party's records, books and accounts and that they are considered conclusive evidence of his obligations arising from the contract, and he may not contest their validity in any way. He waives the request for auditing the First Party's books, accounts and records related to these obligations by the court, unless the Second Party proves otherwise.
7. The Second Party shall pay all expenses and fees determined by the regulations applicable to the First Party and its regulations in cases of partial or full repayment of the loan, as well as in the event that the First Party agrees to reschedule the remaining balance of the loan...
8. The Second Party acknowledges that he agrees that the First Party obtains the data recorded on his civil ID card and any amendments to any of its data - at any time - from the Public Authority for Civil Information without any liability on the Bank or the Authority. He also agrees and authorizes both the Bank and the Kuwait Credit Information Network Company (KSCC) to exchange information about him regarding consumer loans and credit facilities related to installment sales operations, among banks and investment companies subject to the supervision of the Central Bank and all commercial companies and institutions that grant credit facilities through installment sales of goods and services and participate in the data and information collection system established under Law No. 9 of 2019 regarding the organization of credit information exchange, without any liability on the First Party or the Kuwait Credit Information Network Company.

9. The Second Party acknowledges and accepts that in the event that he submits documents to the Bank that are suspected of being forged, the Bank shall have the right to seize the originals of those documents and inform the competent investigation authorities of the incident of suspicion of forgery, as well as include the name of the Second Party and all his data on the Kuwait Credit Information Network (Ci-Net), and this listing remains in effect until the investigations are decided by the competent authorities, without any liability on the Bank.
10. The Second Party declares being aware of and accepts that, in the event of his conviction of forging the documents submitted for the purpose of obtaining the loan, he shall be deprived of obtaining any loans or financing for a period of three years, and the Bank shall have the right after the end of that period to decide whether or not to grant the Second Party any new loans .
11. The Second Party declares that it releases the Bank from liability for any damage of any kind that he may suffer as a result of the measures taken by the Bank upon suspicion of forgery of the documents submitted by the Second Party to obtain the loan.
12. The customer declares his agreement to deal with the Bank by electronic means and, in the event that he used an electronic signature to sign the personal loan contract, its documents and appendices, including the terms and conditions of insurance - that his signature is valid, specific to him, and issued by him in accordance with the conditions of electronic signature regulated by Law No. 20/2014 regarding electronic transactions.
13. The Second Party acknowledges his absolute and final agreement to observe the instructions of the Central Bank of Kuwait regarding closing all his check accounts, and adding his name to the list of clients whose accounts have been closed due to the return of checks drawn by him or those he authorized for lack of sufficient balance, if within one year, checks are returned to him for lack of balance with a maximum of three checks. He also acknowledges his advance approval of any measures that the First Party may take in this regard and that the First Party may, at its absolute discretion, open another account without checks for the Second Party who accepts that as a replacement for the account that was closed and to debit the new account with the loan previously granted on the closed account.
14. The Second Party acknowledges that all assets and movables located at his place of residence or at the address indicated in the contract belong to him and are personally owned by him, and that any plea otherwise shall be considered void and shall not be upheld.
15. The Second Party acknowledges that he has taken his address shown in the contract as his chosen domicile in all matters related to this contract and disputes or lawsuits that may arise from it before all degrees of litigation, as well as with regard to compulsory enforcement procedures. All correspondence, account statements, legal and judicial notices sent to him by the First Party at this address or by fax, or registered or express mail are considered valid with all their legal effects. The chosen domicile of the customer is also considered the place legally designated for officially notifying him and sending all correspondence to him regarding the contract and its implementation. Any change to this domicile, P.O. box number or fax number shall not have any effect except from the date the First Party receives a notice of this change by registered letter.
16. This contract is subject to the provisions of the Kuwaiti law and the jurisdiction of the Kuwaiti courts, and the two contracting parties agree to the local jurisdiction of the courts of the Capital of Kuwait to consider any dispute that may arise here from.

Article Nine: Copy of the Contract:

This contract is drawn up in two copies, each party having retained one copy, and the signature of each party thereon is considered an acknowledgment of receiving his own copy to act in accordance therewith.

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p>Signature of the First Party</p> <p>National Bank of Kuwait</p> <p>S.A.K.P.</p>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p>Signature confirmed</p>	<div style="border: 1px solid black; padding: 5px; text-align: center;"> <p>Signature confirmed</p> </div>
<hr style="border: 0; border-top: 1px solid black; margin-top: 10px;"/> <p>Signature of the Guarantor</p>		

Loan Contract Appendix No.:

Insurance Request and Authorization

To: National Bank of Kuwait

With reference to the Housing Loan granted to me by your bank in accordance with the terms and conditions of the Loan Contract concluded with you and indicated above, I inform you that I wish to conclude a temporary comprehensive life insurance in favor of your bank, as the sole beneficiary of that insurance, in an amount equal to the loan amount referred to in the Loan Contract, and such that this insurance remains valid and effective throughout the duration of the aforementioned Loan Contract until full repayment of all your entitlements in connection with that loan, whether this repayment is made on the agreed due dates with you or is made early.

I hereby authorize you to act on my behalf to agree with the insurance company with which you have contracted to arrange this insurance. You may also contract with any other insurance company that you may deem appropriate from time to time. In order to arrange this insurance, I hereby acknowledge the following:

1. The arrangement of this insurance in favor of your bank was made of my own free will, and it is limited to life insurance in accordance with the agreed terms and conditions, and does not include insurance against any other risks such as disability of all kinds.
2. I authorize you to debit my above-mentioned account or any other account that is opened in my name with you - as you specify - the monthly insurance premium in the amount of KD:___ (which will be of equal value) on their due dates on the last day of each month so that their payment coincides with the due dates of the monthly loan repayment installments, provided that the total value of the insurance premiums I bear - throughout the loan period - does not exceed 2% of the value of the aforementioned loan, noting that the total insurance premiums amount to KD_____.
3. I will pay the total amount of the monthly loan installment - including the insurance premium - at a rate of KD_____ per installment.
4. I will maintain sufficient funds in my aforementioned account to cover the monthly insurance premiums that are due from me. You shall have the right to take all the necessary banking procedures and make the accounting entries to perform the deduction of the amounts necessary to pay these premiums (insurance). It is understood that the collection of monthly loan installments of principal and interest has priority in collection. I also acknowledge agreeing that in the event of non-payment of any of the monthly insurance premiums or a delay in their payment - for any reason - this will constitute a breach of the terms and conditions of this contract, which entails that the entire loan balance or the remainder thereof as shown in the Loan Contract Appendix shall become due and payable forthwith.
5. I am aware of your bank's commitment to pay its financial obligation to arrange this insurance, which is not less than what I bear by way of premiums to arrange this insurance.
6. I completely absolve you of any liability for the selection of the insurance company with which the insurance is made, or for changing it from time to time, the delay in concluding the insurance contract, changing the scope of the insurance coverage, or not taking out this insurance at all.
7. I am obligated to complete all procedures and meet all other requirements necessary for this insurance. I also acknowledge my knowledge and acceptance that the validity period of this insurance is conditional on the age of the insured customer being no less than 18 years and not exceeding 70 years, and that the insurance coverage will automatically stop when the insured customer reaches 70 years of age. I also declare that I am in good health and do not suffer from any pre-existing diseases or health problems, and that in the event of death - as a result of any pre-existing diseases - within the first three months from the date of commencement of the insurance period, all the obligations of the insurance company with which the insurance is taken out for this insurance shall lapse.
8. I have reviewed all the terms and conditions of the insurance specified by the insurance company with which the insurance is made. I also acknowledge that they - together with this request - constitute an integrated contractual agreement that is indivisible. I have received a complete copy of these terms and conditions at the time of submitting this request.
9. I have taken my address shown below as my chosen domicile in all matters related to this insurance and in the disputes or lawsuits that may arise from it before all degrees of litigation. All legal and judicial correspondence and notices that are directed to me by you or by the insurance company with which the insurance is taken out at this address or by fax or registered or express mail are considered valid with all their legal effects. This chosen domicile is also considered the place legally designated to officially notify me and to send all correspondence to it in everything related to this insurance unless I notify your bank in writing and in advance of the new address.
10. This request and authorization shall be considered final and irrevocable due to the involvement of your bank's right in it.

Sincerely,

Name: _____

Signature: _____

Acknowledgment of Unwillingness to Make Insurance

To: National Bank of Kuwait

With reference to the Housing Loan granted to me by your bank in accordance with the terms and conditions of the Loan Agreement concluded with you and indicated above, kindly be informed that I do not wish to make a life insurance in favor of your bank despite my knowledge of the advantages achieved by this insurance.

Sincerely,

Name: _____

Signature: _____

Insurance Application and Attached Data:

This insurance is based on the validity of what is stated in the insurance application submitted by the insured to the beneficiary bank and what the terms, conditions and data and/or acknowledgments contained therein, made by the insured contracting party. If fraud or bad faith is proven, the contract will be invalidated and all premiums will become the exclusive right of the insurance company with which the insurance is taken out (hereinafter referred to as the "Company").

Risks Covered by the Insurance Coverage:

This insurance is limited to the risk of death, and the following cases of death resulting from any of the following are excluded from this coverage:

- a. Intentional killing:** If the insured dies as a result of an intentional act by the beneficiary or at his instigation, the latter's right to benefit from that insurance shall lapse.
- b. Suicide:** If the insured commits suicide - without an illness that deprived him of his will - the Company shall not be bound by the insurance.
- c. Travel and aviation risks:** This insurance covers the risks of residence wherever it is located, as well as travel by land or sea in all parts of the world. This insurance covers the risks of aviation if the insured dies and was an ordinary passenger - whether for a fee or without a fee - on one of the regular airlines, provided that if death occurs as a result of aviation risks in circumstances other than these, the Company shall not be bound by this insurance.
- d. Speed competitions and dangerous sports:** The Company shall not be bound by the insurance in the event of death resulting from the insured's participation in speed competitions for automatic vehicles, practicing dangerous sports, and participating in violent races and competitions.
- e. War risks:** This insurance covers death resulting from war risks for civilians and military personnel, unless the death is directly or indirectly related to their participation in military or quasi-military operations, training or maneuvers, whether there is a declared war or not, in which cases the Company shall not be bound by the insurance .
- f. Nuclear, Chemical and Biological Hazards (Weapons of Mass Destruction Hazards):**
This insurance does not guarantee compensation for any claim arising from nuclear fission weapons, radiation contamination, chemical or biological contamination, regardless of its causes.

Payment of the Sum Insured:

The Company shall pay the amounts due at its head office within thirty days of submitting the documents. These documents include, in particular, this application, the birth certificate of the insured or its equivalent, unless proof of age has been previously submitted, and proof of payment of all insurance premiums up to the last premium before death. The heirs of the insured are also obligated to submit documents that must also include the official death certificate and a medical certificate stating the disease or accident that caused the death and the documents proving the right of the beneficiary bank from the insurance. The Company must be notified of the death as soon as possible and not later than four months from the date of death. If this period passes without notifying the Company of the death, the claim for payment of the sum insured - in this case - shall be rejected. The Company will pay the sum insured - in case it is due - as a single unit to the National Bank of Kuwait as the sole beneficiary of this insurance, and the Company shall deduct from the sum insured before paying it all that is due to it from the contracting insured on the date of payment.

Applicable Law and Jurisdiction:

The interpretation and implementation of this insurance shall be subject to the provisions of Kuwaiti law, and the courts of the capital of Kuwait shall have jurisdiction to consider disputes and lawsuits that may arise from its application or the interpretation of its terms and conditions.