## **Supplementary Loan Contract**



This Supplement shall be considered an integral pa	art of the installment / consumer loan contract concluded on
On//	between:
First Party: National Bank of Kuwait S.A.K.P.	
Second Party:	Account No

The aforesaid loan contract shall hereinafter be referred to as "the contract", and the provisions hereof shall govern the loan provided pursuant hereto by the first Party to the Second Party, in addition to the following terms and conditions:

- 1. The Second Party shall transfer his monthly salary and / or fixed income stated in the loan application to his aforesaid account with the First Party, and shall continue to affect such transfer until full payment of the whole of the loan amount and interest and all amounts associated therewith. The Second Party agrees also to transfer his end-of-service benefits to his aforesaid account. Upon receipt of these amounts or entitlements, the First Party shall have the right to deduct them from the outstanding amount of the loan amount even where the corresponding installments have not fallen due for payment yet, without the need to give any notice or alert.
- 2. The Second Party shall pay the installment amount on the due date thereof every month without the need for notice, warning or taking any other legal action. In the event where any amounts or salaries accumulated for several months or leave salaries are received in the account, the Bank shall have the right to deduct therefrom in advance the total amount of the installments corresponding to those amounts or salaries even though the original due date of those installments has not arrived yet. IN the event of delay by the Second Party in settling any installment on the due date thereof or where the balance existing in the account is insufficient to settle the whole amount of the due installment, the First Party shall charge a penalty amounting to the higher of 0.125% per month of the amount of the due installment or an amount of KD 5/-, without prejudice to the provision of Article 8 of this Supplement.
- 3. As security for the Second Party's indebtedness arising from this contract, the Second Party has issued a promissory notes/ for the amount of the loan installments in favor of the First Party. The said promissory note / notes shall not be regarded as a replacement of the loan amount due from the Second Party under the Contract nor shall they be considered a settlement or renewal of the loan.
- 4. Pursuant hereto, the Second Party shall submit all the documents, including invoices and / or contracts, that evidence his use of the loan for the purpose for which it is granted, within one year from the date of the signing the final version of the loan Contract. The Second Party hereby gives the First Party a final and irrevocable authorization to verify the use by the Second Party of the loan amount for the purpose for which it is granted. To this end, The First Party may, without limitation, enquire with any entities about the validity and contents of the documents presented to it by the Second Party and referred to in the preceding paragraph, and to make such enquiries with those entities or others by such means that the First Party may deem appropriate.

In the event where the Second Party fails to honor this obligation, the First Party may take such action as it may deem appropriate, without prejudice to any of the powers granted to it under the law and this contract.

- 5. The Second Party hereby declares that his health is good, that he has not been under health care at any hospital and that he has not suffered any illness that prevented him from performing his professional duties for a period of ten days successively, during the period of three years preceding the date of this contract.
- 6. The Second Party declares that all the credit balances of any kind, and all financial and commercial paper and all other funds deposited or registered in his name at present or in the future with the First Party or any of its branches or subsidiary companies inside or outside Kuwait, shall guarantee and secure the Second Party obligations arising from this contract toward the First Party, and that the First Party shall have the right to off-set those balances and funds against the Second Party's obligations arising from this contract.
- 7. The Second Party declares the validity of the records, books and accounts of the First Party and that those records, books and accounts are deemed to constitute a conclusive evidence of the Second Party's obligations arising from the contract, and he may not challenge their validity in any way whatsoever. The Second Party further waives the right to request an audit of the First Party's books, accounts and records related to those obligations by the court, unless the Second Party shall have proved otherwise.
- 8. The whole balance of the loan or the outstanding balance thereof shall become due and payable forthwith without the need to give any notice or warning or to take any other legal action in any of the following events:
  - 1) Failure by the Second Party to settle any of the loan installments set forth in the contract, in whole or in part, on the due date thereof, or where there is no adequate credit balance in the Second Party's account to cover any amount due from him.
  - The end of the service of the Second Party with his employer stated in the contract for any reason whatsoever or the change of employer or discontinuation of the transfer of his salary / income to this account with the First Party for any reason whatsoever.
  - 3) Exchange by the Second Party of part of his pension or his early retirement without having first obtained the First Party's prior written consent thereto.
  - 4) The rendering of a court judgment against the Second Party or the preservative or executive attachment or the taking of judicial actions against him, or his permanent departure from the State of Kuwait, or where there is information that he intends to leave Kuwait or the occurrence of any other event that may affect the loan security.
  - 5) Where any information, data, declarations provided or made by the Second Party for obtaining this loan or contained in the loan contract or the supplement thereto are found untrue or where he has used the loan amount for a purpose other than that for which it was granted.
  - 6) Any other cause provided for by the law that renders a deferred loan due and payable.
  - 7) And, in general, if the Second Party defaults or is late in performing any of the obligations imposed upon him by the law or the contract.

In any of the aforesaid events of default, the entire debit balance of the loan shall, until full settlement, be subject to delay interest at the highest interest rate determined by the Central Bank of Kuwait, being, on the date hereof, ..... %, or at the maximum rate that may be determined by the State of Kuwait in the future, whichever is the higher. This interest shall also be charged at the same rate after the closure of the account.

- 9. The Second Party shall pay all the expenses and charges prescribed under the regulations in force at the First Party and its regulations in the event of the partial or full settlement of the loan or in the event where the First Party agrees to the re-scheduling of the outstanding balance of the loan.
- 10. The Second Party declares that he agrees that the First Party obtain the data recorded in the Second Party's civil card, at any time, from the Public Authority for Civil Information, without any liability on the part of the Bank or the Authority. The Second Party further agrees and declares that each of the Bank and the Credit Information Network Company KSCC may exchange information about him with regard to consumer loans and credit facilities related to installment sale operations, between the banks and investment companies



that are subject to control by the Central Bank of Kuwait and all commercial companies and establishments that grant credit facilities by the installment sale of goods and services and that are participants in the system of collecting data and information under the Law No. 2 of 2001, without any liability on the part of the First Party or the Credit Information Network Company.

- 11. The Second Party agrees that the Bank may, through its own employees, representatives and officers, enquire at his place of domicile and / or at his place of work about the accuracy of the information and data recorded at the bank and may follow up the update thereof. The Second Party gives permission to the bank to disclose data and information related to the Second Party's indebtedness to the Bank to any other party, including any of the employees and officers of the Second Party's employer, whether these were registered with the bank at the time of borrowing or those that he joined subsequently. The Second Party hereby releases the bank and its employees, officers and representatives from liability for damages that the Second Party may directly or indirectly suffer as a result of the disclosure of such information and data.
- 12. The Second Party declares that it absolutely and conclusively agrees to comply with the instructions of the Central Bank of Kuwait concerning the closures of all cheque accounts belonging to the Second Party and the adding of the name of the Second Party to the list of customers whose accounts have been closed because cheques drawn by him or by whoever he has authorized to do so because of the lack of adequate balance to meet those cheques in the event where a maximum of three cheques so issued by him were returned during a period of one year because of the lack of adequate balance. The Second Party further declares that it agrees in advance to any actions that the First Party may take in this regard, and that the First Party may, at its absolute discretion, open another account, without cheques, for the Second Party, who accepts such action, as a substitute for the account which has been so closed and to transfer to the new account the amount of the loan that was previously granted on the account so closed.
- 13. The Second Party declares that all his assets and liabilities existing at his place of residence or at the address referred to in the Contract belong to him and are owned by him personally and that any pleading otherwise shall be invalid and inadmissible.
- 14. The Second Party declares that he has taken his address set forth in the Contract as his chosen place of domicile in all matters relating to this contract and in respect of disputes or law suits that may arise therefrom at any level of litigation, and in connection with the compulsory execution procedures. All correspondence, statements of account and legal and judicial notices addressed to him by the First Party at this address or by fax or registered or excellent mail shall be valid and have all legal effect. The customer's chosen place of domicile shall be the place that is legally designated for serving official notice upon him and for sending all correspondence thereto in all matters relating to the contract and the execution thereof. No change of this place of domicile, post box or fax number shall have any effect save from the date on which the First Party has received notice of such change by means of a registered letter.
- 15. This supplement to the Contract shall be subject to the provisions of the Kuwaiti law and to the jurisdiction of the Kuwaiti courts. Both contracting parties agree to submit to the local jurisdiction of the courts of Kuwait governorate to hear any dispute that may arise herefrom.

\*In case of any differences of the meaning or interpretation of the terms of this contract, it is mutually agreed that the Arabic version shall prevail.

Signature Confirmed	
Signature of the First Party (Creditor Lender) National Bank of Kuwait S.A.K.P.	Signature of the Second Party (Debtor Borrower)
Signature of the Guarantor(s):	