



Government Payment Service for Companies

Terms and conditions:

Within the framework of the Ministry of Finance's pursuit to develop electronic payment and collection systems with the objective of the convenience of those who deal with government bodies as well as reducing time and effort and avoiding the risk of transfer of funds, E-Finance, in collaboration with Attijariwafa bank Egypt S.A.E. ("the Bank"), has introduced new channels to enable clients to pay customs duties, taxes, social insurance, and any other government receivables in accordance with what is available at the time of service provision from their duty stations without having to head to the Bank branches.

Furthermore, since the Company wants to subscribe to the mentioned service, provided by the Bank, pursuant to the following terms and conditions:

Definitions

1. **Bank account:** It is the bank account that is opened once this form has been signed, that it is special for this service, and which is replenished by the Company. Moreover, it is an account special for electronic payments of government receivables owing by the Company, therefore this account will not be handled on with the same characteristics of the current account, and that it is impermissible to carry out other bank transactions other than what is required to deliver this service.
2. **Virtual account on Corporate Payment System (CPS):** It means that once a bank account is opened, a virtual account for the Company will be automatically opened on Corporate Payment System (CPS) (E-Finance's program) in order that E-Finance handles on it to make all electronic payments via CPS.
3. **Virtual Private Network (VPN):** It is a means of securing the tie line used to link the electronic payment and collection center run by E-Finance and the Bank's customers.
4. **Authentication method:** The method adopted to verify the Company or any of its authorized employees in a confidential, undisclosed manner so they can access any of its private accounts or handle on them. The Company solely takes the full responsibility for that.
5. **Force majeure:** The occurrence of any unexpected event or circumstance, beyond the control of the party affected by force majeure, which cannot be avoided or prevented from happening by due diligence and reasonable cost, thus resulting in delay of or non-performance of all or part of the obligations of the party affected by force majeure, including but not limited to acts of God, ban, riots, earthquakes, natural disasters, and wars.
6. **Company directive:** They are any instructions issued by the Company in connection with this service either by using the Authentication method of it via CPS or via the person authorized to issue instructions.
7. **Working day:** They are the working days from Sunday to Thursday, except official holidays of banks.

Bank's commitments:

- 3.1. Making direct electronic payment available via secured electronic connectivity between E-Finance and the Company; the Bank's customer.
- 3.2. Providing a tie line for the Company by granting it a secured Virtual Machine Component (VMC), which enables the Company to connect with the system via the secured tie line of VPN.
- 3.3. The Bank trains the Company's personnel assigned on the available service in the electronic payment system.
- 3.4. The bank opens a virtual account for the Company on the electronic payment and collection system (on CPS program) after the Company signs this form.
- 3.5. The Bank replenishes the virtual account on CPS program with amounts required by the Company as soon as the Company replenishes the bank account opened for this purpose.

- 3.6. The Bank is not liable for any delay in completing above mentioned operations due to circumstances beyond the control of the Bank, including but not limited to electricity outage, technical errors arising from the computer, failure of transmission of information devices, electronic payment network failure, or any mistake from another party. It is also impermissible for the Company to recourse against the Bank for any proceeding or claim for any compensation of any kind as a result of any damages or adverse effects due to any of the above.
- 3.7. The Bank is not deemed as a party or liable for any dispute arising between the Company and any other party.
- 3.8. The Bank is not obliged to carry out any other banking transactions since the bank account is an account special for the electronic payments solely, and that it is impermissible to deduct any cheques or amounts for similar purposes other than what is required to deliver this service.

Company's obligations

- 4.1. The Company is obliged to enter all information/data required for the discharge of service claims to be settled, and to transfer the amounts to the bank account.
- 4.2. Any handling on the Company's accounts by using the accredited Authentication method is deemed as instructions issued by the Company, and considered as a proof, and that there is no right, under any circumstances, to object to them or challenge their invalidity. They are also regarded as instructions signed by the Company's accredited signature, and as a briefing of the customer that the transaction came to an end.
- 4.3. The Company commits itself to all safety standards as well as other instructions issued by the Bank, and that the Company agrees to periodically understand and revise these standards and instructions. The Company is also considered responsible for ascertaining the safety level of devices used to access the Bank's electronic services.
- 4.4. The Company acknowledges that the electronic payment operations, carried out via CPS program, are deemed as a firm recognition of the Company's conduct of these operation, with its full responsibility, and that the Bank is not liable, under any circumstances, for whether these operations are valid or not.
- 4.5. The Company is obliged to immediately notify the Bank in writing of any amendment in the signing authorities for the Company, given that all instructions issued before the Bank receives the notification, whether via the website or via correspondences, are correct, in effect, cannot be annulled, or claim compensation for them.
- 4.6. The Company is obliged to provide enough balance in order to conduct all instructions contained in the request for replenishing the virtual account, and that the balance must include charges and commissions of CPS program and the Bank for each operation, otherwise the Bank will not be responsible for implementing those instructions.
- 4.7. The Company acknowledges that it is fully aware that the bank account cannot be used in any other purpose, and that any amount added to that account by the Company cannot be recovered, unless the service is utterly and totally cancelled. In this case, the account balance is added to the current account of the Bank's customer.
- 4.8. The Company is obliged to refer to the fee and commission schedule of the Bank pertaining to the service provided, given that the Bank has the right to adjust the prices of fees and commissions at any time, with notifying the customer of the adjustments by any means chosen by the Bank.
- 4.9. The Company agreed to compensate the Bank against any losses or damages of any kind that may afflict the Bank due to the customer's breach of any item of items of this service.
- 4.10. The Company is obliged to refer to the user guide provided by E-Finance pertaining to procedures of service subscription and use, including the notification of any electronic hacking or any other complaints pursuant to methods of communication described in the user guide (the short number or email).

Period of service availability

- 5.1. This service is considered in effect as of the date of signature on this form and for one calendar year, provided that the renewal is automatically made for similar period or periods,

and that any party has the right to terminate this service, provided that the other party is notified of that in one week before the date of termination.

Force majeure and emergency circumstances

- 6.1. Either party of both parties to the agreement will not be considered prejudicial in case of its delay or non-performance of obligations due to the occurrence of one of the cases of force majeure.
- 6.2. The party, whose delay or non-performance of any of its obligations under these terms and conditions is due to the occurrence of one of the cases of force majeure, is obliged to notify the other party of the case and nature of force majeure without any further delay and in a period that does not exceed, under any circumstances, seven working days from the date of the happening or occurrence of the case of force majeure. However, this party's failure to notify the other party in a period not exceeding seven working days will be deemed as a waiver of its right to claim that this case is considered one of the cases of force majeure.
- 6.3. Any failure, delay, or negligence of a party of the parties to this service will not give it the right to file suit against the other prejudicial party, and that it will not be deemed as a breach of these terms, provided that this failure, delay, or negligence is arising of a case of the cases of force majeure.

Confidentiality and exclusion of liability

- 8.1. Any handling on the Company's accounts by using the Authentication method will be considered valid, and as a proof against the Company. It is also impermissible under any circumstance to object to them or challenge their invalidity for their issuance by a person who has no capacity or by any other challenge whatsoever. They are deemed as instructions signed by the Company's accredited signature as well. The Company acknowledges the absolute authenticity of these instructions, and the impossibility of claiming their invalidity for any reason.
- 8.2. The Bank is not liable for the validity of any data or commands entered by the Company by using CPS service if they turn out to be incorrect. In case of the occurrence of that, the Bank is not liable for compensating the Company as a result of this mistake which may occur for any reason, and that the Company takes the full responsibility for those instructions.
- 8.3. The Bank is not liable for any data leakage which may leaked by the Company to any other person who is not authorized to use this service. In case of the occurrence of that, the Bank is not liable for compensating the Company as a result of this event, and that the Company takes the full responsibility for all the consequences of that.

General Provisions

- 9.1. The Bank has the right, in its absolute discretion, to cease, withdraw, or reduce the Company's use of the service or any part of it. The Bank also has the right to amend any of these terms and conditions in any time, provided that the Bank subsequently notifies the Company of these amendments in any way it deems appropriate. The new amendments are binding and in force. The terms of this Agreement are deemed as complementary to the terms and conditions of opening the Company's account at the Bank.

Governing law

- 10.1. These terms and conditions are subject, in all their aspects, to laws of the Arab Republic of Egypt.
- 10.2. All disputes arising out of the implementation of this service are settled and adjudicated by competent Economic Courts.

Company's data

Name of the Company	
Address	
Person authorized to issue instructions	All delegated Company's representatives pursuant to the delegations that have been issued from the company to AttijariWafa bank Egypt S.A.E.

Powers	All banking transfers among our accounts whether internal and/or external pertaining to execute this Agreement, including the powers to remove or add or amend Users information.
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Account data

Company's account number at the Bank	
Virtual account number at the Bank	
Commercial register number	
Tax card number	
Fiscal file number	
Entity's number (tax at source)	
Account number at Customs	
Company's number at Customs	
Social insurance number	

Users on CPS program

1- Name	
E-mail address	
Work telephone number	
Mobile number	
National ID number	
Powers	
Type of service	
Others	
2- Name	
E-mail address	
Work telephone number	
Mobile number	
National ID number	
Powers	
Type of service	
Others	

Company's acknowledgment

I, undersigned, acknowledge that I understood all terms and conditions described above and agree on all of them, I also acknowledge the validity of data provided by the Company.

Name:

Capacity:

Signature:

Date:

Seal of the Company: