



General Business Conditions

(Version 0.1., Date: 06.12.2021)

Basic Rules Governing the Relationship Between the Customer and the Neo-Microfinance

I. Scope of Application and Amendments of these Business Conditions and the Special Conditions for Particular Business Relations

(1) Scope of Application

The General Business Conditions govern the entire business relationship between the Customer and the Neo-Microfinance's domestic offices (hereinafter referred to as the "Neo-Microfinance"). In addition, particular business relations (securities transactions, payment services and savings accounts, for example) are governed by Special Conditions, which contain deviations from, and complements to, these General Business Conditions; they are agreed with the Customer when the account is opened or an order is given. If the Customer also maintains business relations with foreign offices, the Neo-Microfinance's lien (No. 14 of these Business Conditions) also secures the claims of such foreign offices.

(2) Amendments

Any amendments of these Business Conditions and the Special Conditions shall be offered to the Customer in text form no later than two months before their proposed date of entry into force. If the Customer has agreed an electronic communication channel (e.g. eBanking) with the Neo-Microfinance within the framework of the business relationship, the amendments may also be offered through this channel. The amendments shall be deemed to have been approved by the Customer, unless the Customer has indicated disapproval before their proposed date of entry into force. The Neo-Microfinance shall expressly draw the Customer's attention to this consequent approval in its offer. If the Customer is offered amendments of conditions governing payment services (e.g. conditions for credit transfers), the Customer may also terminate the payment services framework contract free of charge with immediate effect before the proposed date of entry into force of the amendments. The Neo-Microfinance shall expressly draw the Customer's attention to this right of termination in its offer.

2. Banking Secrecy and Disclosure of banking Affairs

(1) Banking Secrecy

The Neo-Microfinance has the duty to maintain secrecy about any customer-related facts and evaluations of which it may have knowledge (Banking secrecy). The Neo-Microfinance may only disclose information concerning the Customer if it is legally required to do so or if the Customer has consented thereto or if the Neo-Microfinance is authorized to disclose Banking affairs.

(2) Disclosure of Banking Affairs

Any disclosure of details of Banking affairs comprises statements and comments of a general nature concerning the economic status, the creditworthiness and solvency of the Customer; no information shall be disclosed as to amounts of balances of accounts, of savings deposits, of securities deposits or of other assets entrusted to the Neo-Microfinance or to amounts drawn under a credit facility.



(3) Prerequisites for the Disclosure of Banking Affairs

The Neo-Microfinance shall be entitled to disclose banking affairs concerning legal entities and on businesspersons registered in the Commercial Register, provided that the inquiry relates to their business activities. The Neo-Microfinance shall not, however, disclose any information if it has received instructions to the contrary from the Customer. Details of banking affairs concerning other persons, in particular private Customers and associations, shall be disclosed by the Neo-Microfinance only if such persons have expressly agreed thereto, either generally or in an individual case. Details of banking affairs shall be disclosed only if the requesting party has substantiated its justified interest in the information requested and there is no reason to assume that the disclosure of such information would be contrary to the Customer's legitimate concerns.

(4) Recipients of Disclosed banking Affairs

The Neo-Microfinance shall disclose details of banking affairs only to its own Customers as well as to other credit institutions for their own purposes or those of their Customers.

3. Liability of the Neo-Microfinance – Contributory Negligence of the Customer

(1) Principles of Liability

In performing its obligations, the Neo-Microfinance shall be liable for any negligence on the part of its staff and of those persons whom it may call in for the performance of its obligations. If the Special Conditions for particular business relations or other agreements contain provisions inconsistent herewith, such provisions shall prevail. In the event that the Customer has contributed to the occurrence of the loss by any own fault (e.g. by violating the duties to cooperate as mentioned in No. 11), the principles of contributory negligence shall determine the extent to which the Neo-Microfinance and the Customer shall have to bear the loss.

(2) Orders Passed on to Third Parties

If the contents of an order are such that the Neo-Microfinance typically entrusts a third party with its further execution, the Neo-Microfinance performs the order by passing it on to the third party in its own name (order passed on to a third party). This applies, for example, to obtaining information on banking affairs from other credit institutions or to the custody and administration of securities in other countries. In such cases, the liability of the Neo-Microfinance shall be limited to the careful selection and instruction of the third party.

(3) Disturbance of Business

The Neo-Microfinance shall not be liable for any losses caused by force majeure, riot, war or natural events or due to other occurrences for which the Neo-Microfinance is not responsible (e.g. strike, lockout, traffic hold-ups, administrative acts of domestic or foreign high authorities).

4. Set-Off Limitations on the Part of the Customer

The Customer may only set off claims against those of the Neo-Microfinance if the Customer's claims are undisputed or have been confirmed by a final court decision.

5. Right of Disposal upon the Death of the Customer

Upon the death of the Customer, any person who approaches the Neo-Microfinance claiming to be the Customer's legal successor shall be required to furnish suitable proof to the Neo-Microfinance of their entitlement under inheritance law. If an official or certified copy of the testamentary disposition (last will or contract of inheritance) together with the relevant record of probate



proceedings is presented to the Neo-Microfinance, the Neo-Microfinance may consider any person designated therein as heir or executor as the entitled person, allow this person to dispose of any assets and, in particular, make payment or delivery to this person, thereby discharging its obligations. This shall not apply if the Neo-Microfinance is aware that the person designated therein is not entitled to dispose (e.g. following challenge or invalidity of the will) or if this has not come to the knowledge of the Neo-Microfinance due to its own negligence.

6. Applicable Law and Place of Jurisdiction for Customers who are Businesspersons or Public-Law Entities

(1) Applicability of Cameroonian Law

Cameroonian law shall apply to the business relationship between the Customer and the Neo-Microfinance.

(2) Place of Jurisdiction for Domestic Customers

If the Customer is a businessperson and if the business relation in dispute is attributable to the conducting of such businessperson's trade, the Neo-Microfinance may sue such Customer before the court having jurisdiction for the Neo-Microfinance office keeping the account or before any other competent court; the same applies to legal entities under public law and separate funds under public law. The Neo-Microfinance itself may be sued by such Customers only before the court having jurisdiction for the Neo-Microfinance office keeping the account.

(3) Place of Jurisdiction for Foreign Customers

The agreement upon the place of jurisdiction shall also apply to Customers who conduct a comparable trade or business abroad and to foreign institutions which are comparable with domestic legal entities under public law or a domestic separate fund under public law.

Keeping of Accounts

7. Periodic Balance Statements for Current Accounts; Approval of Debit Entries Resulting from Direct Debits

(1) Issue of Periodic Balance Statements

Unless otherwise agreed, the Neo-Microfinance shall issue a periodic balance statement for a current account at the end of each calendar quarter, thereby clearing the claims accrued by both parties during this period (including interest and charges imposed by the Neo-Microfinance). The Neo-Microfinance may charge interest on the balance arising therefrom in accordance with No. 12 of these Business Conditions or any other agreements entered into with the Customer.

(2) Time Allowed for Objections; Approval by Silence

Any objections a Customer may have concerning the incorrectness or incompleteness of a periodic balance statement must be raised not later than six weeks after its receipt; if the objections are made in text form, it is sufficient to dispatch these within the period of six weeks. Failure to make objections in due time shall be considered as approval. When issuing the periodic balance statement, the Neo-Microfinance shall expressly draw the Customer's attention to this consequence. The Customer may demand a correction of the periodic balance statement even after expiry of this period, but must then prove that the account was either wrongly debited or mistakenly not credited.



8. Reverse Entries and Correction Entries Made by the Neo-Microfinance

(1) Prior to Issuing a Periodic Balance Statement

Incorrect credit entries on current accounts (e.g. due to a wrong account number) may be reversed by the Neo-Microfinance through a debit entry prior to the issue of the next periodic balance statement to the extent that the Neo-Microfinance has a repayment claim against the Customer (reverse entry); in this case, the Customer may not object to the debit entry on the grounds that a disposal of an amount equivalent to the credit entry has already been made.

(2) After Issuing a Periodic Balance Statement

If the Neo-Microfinance ascertains an incorrect credit entry after a periodic balance statement has been issued and if the Neo-Microfinance has a repayment claim against the Customer, it shall debit the account of the Customer with the amount of its claim (correction entry). If the Customer objects to the correction entry, the Neo-Microfinance shall recredit the account with the amount in dispute and assert its repayment claim separately.

(3) Notification to the Customer; Calculation of Interest

The Neo-Microfinance shall immediately notify the Customer of any reverse entries and correction entries made. With respect to the calculation of interest, the Neo-Microfinance shall effect the entries retroactively as of the day on which the incorrect entry was made.

9. Collection Orders

(1) Conditional Credit Entries Effected upon Presentation of Documents

If the Neo-Microfinance credits the countervalue of direct debits prior to their payment, this is done on condition of payment, even if these items are payable at the Neo-Microfinance itself. If the Customer surrenders other items, instructing the Neo-Microfinance to collect an amount due from a debtor (e.g. interest coupons), and if the Neo-Microfinance effects a credit entry for such amount, this is done under the reserve that the Neo-Microfinance shall obtain the amount. This reserve shall also apply if direct debits and other items are payable at the Neo-Microfinance itself. If direct debits are not paid or if the Neo-Microfinance does not obtain the amount under the collection order, the Neo-Microfinance shall cancel the conditional credit entry regardless of whether or not a periodic balance statement has been issued in the meantime.

(2) Payment of Direct Debits

Direct debit authorisations and debit advice mandates shall be deemed to have been paid, unless the debit entry is cancelled prior to the end of the second Neo-Microfinance working day^[1] after it was made. Direct debits from other schemes shall be subject to the payment rules in the Special Conditions agreed for these.

10. Foreign Currency Transactions and Risks Inherent in Foreign Currency Accounts

(1) Execution of Orders Relating to Foreign Currency Accounts

Foreign currency accounts of the Customer serve to effect the cashless settlement of payments to and disposals by the Customer in foreign currency. Disposals of credit balances on foreign currency accounts (e.g. by means of credit transfers to the debit of the foreign currency credit balance) are settled through or by Neo-Microfinances in the home country of the currency, unless the Neo-Microfinance executes them entirely within its own organisation.



(2) Credit Entries for Foreign Currency Transactions with the Customer

If the Neo-Microfinance concludes a transaction with the Customer (e.g. a forward exchange transaction) under which it owes the provision of an amount in a foreign currency, it shall discharge its foreign currency obligation by crediting the account of the Customer in the respective currency, unless otherwise agreed.

(3) Temporary Limitation of Performance by the Neo-Microfinance

The Neo-Microfinance's duty to execute a disposal order to the debit of a foreign currency credit balance (Paragraph 1) or to discharge a foreign currency obligation (Paragraph 2) shall be suspended to the extent that and for as long as the Neo-Microfinance cannot or can only restrictedly dispose of the currency in which the foreign currency credit balance or the obligation is denominated, due to political measures or events in the country of the respective currency. To the extent that and for as long as such measures or events persist, the Neo-Microfinance is not obligated either to perform at some other place outside the country of the respective currency, in some other currency or by providing cash. However, the Neo-Microfinance's duty to execute a disposal order to the debit of a foreign currency credit balance shall not be suspended if the Neo-Microfinance can execute it entirely within its own organisation. The right of the Customer and of the Neo-Microfinance to set off mutual claims due in the same currency against each other shall not be affected by the above provisions.

(4) Exchange Rate

The exchange rate for foreign currency transactions shall be determined on the basis of the "List of Prices and Services". Payment services shall be governed in addition by the payment services framework contract.

Duties of the Customer to Cooperate

1.1. Duties of the Customer to Cooperate

(1) Notification of Changes

A proper settlement of business requires that the Customer notify the Neo-Microfinance without delay of any changes in the Customer's name and address, as well as the termination of, or amendment to, any powers of representation towards the Neo-Microfinance conferred to any person (in particular, a power of attorney). This notification duty also exists where the powers of representation are recorded in a public register (e.g. the Commercial Register) and any termination thereof or any amendments thereto are entered in that register. Additional statutory notification requirements, resulting from the German Money Laundering Act in particular, may apply.

(2) Clarity of Orders and Credit Transfers

Orders must unequivocally show their contents. Orders that are not worded clearly may lead to queries, which may result in delays. In particular, when giving orders, the Customer must ensure that the information the Customer provides, particularly the domestic account number and Neo-Microfinance code number or IBAN[2] and the currency, are complete and correct. Amendments, confirmations or repetitions of orders must be designated as such.

(3) Special Reference to Urgency in Connection with the Execution of an Order or a Credit Transfer

If the Customer feels that an order requires particularly prompt execution, the Customer shall notify the Neo-Microfinance of this fact separately. For orders issued on a printed form, this must be done separately from the form.



(4) Examination of, and Objections to, Notification Received from the Neo-Microfinance

The Customer must immediately examine account statements, securities contract notes, statements of securities holdings and earnings, other statements, advices of execution of orders and credit transfers as well as information on expected payments and consignments (advices), as to their correctness and completeness and immediately raise any objections relating thereto.

(5) Notice to the Neo-Microfinance in Case of Non-Receipt of Statements

The Customer must notify the Neo-Microfinance immediately if periodic balance statements and statements of securities holdings are not received. The duty to notify the Neo-Microfinance also exists if other advices expected by the Customer are not received (e.g. securities contract notes, account statements after execution of Customer orders or regarding payments expected by the Customer).

Cost of Neo-Microfinance Services

12. Interest, Charges and Expenses

(1) Interest and Charges in Business with Consumers

The amount of interest and charges for the customary services which the Neo-Microfinance provides to consumers, including the amount of any payments in addition to the remuneration agreed for the principal service, is set out in the “Price Display – Standard rates for private banking” and the “List of Prices and Services”.

If a Customer makes use of a service included therein, and unless otherwise agreed between the Neo-Microfinance and the Customer, the interest and charges stated in the then valid Price Display or List of Prices and Services are applicable. Any agreement that concerns a payment made by the consumer in addition to the remuneration agreed for the principal service must be expressly concluded by the Neo-Microfinance with the consumer, even if such payment is stated in the Price Display or the List of Prices and Services.

Unless otherwise agreed, the charges for any services not included in the Price Display or the List of Prices and Services which are provided following the instructions of the Customer and which can, in the given circumstances, only be expected to be provided against remuneration, shall be governed by the relevant statutory provisions.

(2) Interest and Charges in Business with Customers who are not Consumers

The amount of interest and charges for the customary banking services which the Neo-Microfinance provides to Customers who are not consumers is set out in the “Price Display – Standard rates for private banking” and the “List of Prices and Services”, provided that the Price Display and the List of Prices and Services include customary banking-services to Customers who are not consumers (e.g. business Customers). If a Customer who is not a consumer makes use of a service included therein, and unless otherwise agreed between the Neo-Microfinance and the Customer, the interest and charges stated in the then valid Price Display or List of Prices and Services are applicable. Otherwise, in the absence of any other agreement or conflict with statutory provisions, the Neo-Microfinance shall determine the amount of interest and charges at its reasonable discretion.

(3) Non-Chargeable Service

The Neo-Microfinance shall not charge for any service which it is required to provide by law or pursuant to a contractual accessory obligation or which it performs in its own interest, unless such charge is legally permissible and levied in accordance with the relevant statutory provisions.



(4) Changes in Interest Rates; Right of Termination by the Customer in the Event of an Increase

In the case of variable interest rate loans, the interest rate shall be adjusted in accordance with the terms of the respective loan agreement. The Neo-Microfinance shall notify the Customer of any interest rate adjustments. If the interest rate is increased, the Customer may, unless otherwise agreed, terminate the loan agreement affected thereby with immediate effect within six weeks from notification of the change. If the Customer terminates the loan agreement, any such increased interest rate shall not be applied to the terminated loan agreement. The Neo-Microfinance shall allow a reasonable period of time for settlement.

(5) Changes in Charges for Services Typically Used on a Permanent Basis

Changes in charges for banking services which are typically used by Customers within the framework of the business relationship on a permanent basis (e.g. account/securities account management) shall be offered to the Customer in text form no later than two months before their proposed date of entry into force. If the Customer has agreed an electronic communication channel (e.g. eBanking) with the Neo-Microfinance within the framework of the business relationship, the changes may also be offered through this channel. The changes shall be deemed to have been approved by the Customer, unless the Customer has indicated disapproval before their proposed date of entry into force. The Neo-Microfinance shall expressly draw the Customer's attention to this consequent approval in its offer. If the Customer is offered the changes, the Customer may also terminate the agreement affected by the changes free of charge with immediate effect before the proposed date of entry into force of the changes. The Neo-Microfinance shall expressly draw the Customer's attention to this right of termination in its offer. If the Customer terminates the agreement, the adjusted charge shall not be applied to the terminated agreement.

The aforementioned arrangement shall only apply to consumers if the Neo-Microfinance intends to adjust the charges for principal services which are typically used by consumers within the framework of the business relationship on a permanent basis. Any agreement on the adjustment of a charge that concerns a payment made by the consumer in addition to the remuneration agreed for the principal service must be expressly concluded by the Neo-Microfinance with the consumer.

(6) Reimbursement of Expenses

Any entitlement by the Neo-Microfinance to reimbursement of expenses shall be governed by the applicable statutory provisions.

13. Providing or Increasing Security

(1) Right of the Neo-Microfinance to Request Security

The Neo-Microfinance may demand that the Customer provide the usual forms of security for any claims that may arise from the Banking relationship, even if such claims are conditional (e.g. indemnity for amounts paid under a guarantee issued on behalf of the Customer). If the Customer has assumed a liability for another Customer's obligations towards the Neo-Microfinance (e.g. as a surety), the Neo-Microfinance is, however, not entitled to demand that security be provided or increased for the debt resulting from such liability incurred before the maturity of the debt.

(2) Changes in the Risk

If the Neo-Microfinance, upon the creation of claims against the Customer, has initially dispensed wholly or partly with demanding that security be provided or increased, it may nonetheless make such a demand at a later time, provided, however, that circumstances occur or become known which justify a higher risk assessment of the claims against the Customer. This may, in particular, be the case if – the economic status of the Customer has changed or threatens to change in a negative manner or – the value of the existing security has deteriorated or threatens to deteriorate.

The Neo-Microfinance has no right to demand security if it has been expressly agreed that the Customer either does not have to provide any security or must only provide that security which has been specified. For consumer loan agreements, the Neo-Microfinance is entitled to demand that security be provided or increased only to the extent that such security is mentioned in



the loan agreement; when, however, the net loan amount exceeds FCFA 15,000,000. the Neo-Microfinance may demand that security be provided or increased even if the loan agreement does not contain any or any exhaustive indications as to security.

(3) Setting a Period of Time for Providing or Increasing Security

The Neo-Microfinance shall allow a reasonable period of time for providing or increasing security. If the Neo-Microfinance intends to make use of its right of termination without notice should the Customer fail to comply with the obligation to provide or increase security within such period, it shall draw the Customer's attention to this consequence before doing so.

14. Lien in Favour of the Neo-Microfinance

(1) Agreement on the Lien

The Customer and the Neo-Microfinance agree that the Neo-Microfinance acquires a lien on the securities and chattels which, within the scope of Banking business, have come or may come into the possession of a domestic office of the Neo-Microfinance. The Neo-Microfinance also acquires a lien on any claims which the Customer has or may in future have against the Neo-Microfinance arising from the Banking relationship (e.g. credit balances).

(2) Secured Claims

The lien serves to secure all existing, future and contingent claims arising from the Banking relationship which the Neo-Microfinance with all its domestic and foreign offices is entitled to against the Customer. If the Customer has assumed liability for another Customer's obligations towards the Neo-Microfinance (e.g. as a surety), the lien shall not secure the debt resulting from the liability incurred before the maturity of the debt.

(3) Earmarked Funds and Assets of the Customer, Own Securities and Securities Held in Foreign Countries

If funds or other assets come into the power of disposal of the Neo-Microfinance under the reserve that they may only be used for a specified purpose (e.g. deposit of cash for payment of a bill of exchange), the Neo-Microfinance's lien does not extend to these assets. The same applies to shares issued by the Neo-Microfinance itself (own shares) and to securities which the Neo-Microfinance keeps in custody abroad for the Customer's account. Moreover, the lien extends neither to the profit-participation rights/profit-participation certificates issued by the Neo-Microfinance itself nor to the Neo-Microfinance's securitised and non-securitised subordinated liabilities.

(4) Interest and Dividend Coupons

If securities are subject to the Neo-Microfinance's lien, the Customer is not entitled to demand the delivery of the interest and dividend coupons pertaining to such securities.

15. Security Interests in the Case of Items for Collection and Discounted Bills of Exchange

(1) Transfer of Ownership by Way of Security

The claims underlying the cheques and bills of exchange shall pass to the Neo-Microfinance simultaneously with the acquisition of ownership in the cheques and bills of exchange; the claims also pass to the Neo-Microfinance if other items are deposited for collection (e.g. direct debits, documents of commercial trading).



(2) Assignment by Way of Security

The claims underlying the cheques and bills of exchange shall pass to the Neo-Microfinance simultaneously with the acquisition of ownership in the cheques and bills of exchange; the claims also pass to the Neo-Microfinance if other items are deposited for collection (e.g. direct debits, documents of commercial trading).

(3) Special-Purpose Items for Collection

If items for collection are deposited with the Neo-Microfinance under the reserve that their countervalue may only be used for a specified purpose, the transfer or assignment of ownership by way of security does not extend to these items.

(4) Secured Claims of the Neo-Microfinance

The ownership transferred or assigned by way of security serves to secure any claims which the Neo-Microfinance may be entitled to against the Customer arising from the Customer's current account when items are deposited for collection or arising as a consequence of the debiting of unpaid items for collection or discounted bills of exchange. Upon request of the Customer, the Neo-Microfinance retransfers to the Customer the ownership by way of security of such items and of the claims that have passed to it if it does not, at the time of such request, have any claims against the Customer that need to be secured or if it does not permit the Customer to dispose of the countervalue of such items prior to their final payment.

16. Limitation of the Claim to Security and Obligation to Release

(1) Cover Limit

The Neo-Microfinance may demand that security be provided or increased until the realisable value of all security corresponds to the total amount of all claims arising from the Banking business relationship (cover limit).

(2) Release

If the realisable value of all security exceeds the cover limit on a more than temporary basis, the Neo-Microfinance shall, at the Customer's request, release security items as it may choose in the amount exceeding the cover limit; when selecting the security items to be released, the Neo-Microfinance shall take into account the legitimate concerns of the Customer or of any third party having provided security for the Customer's obligations. To this extent, the Neo-Microfinance is also obliged to execute orders of the Customer relating to the items subject to the lien (e.g. sale of securities, repayment of savings deposits).

(3) Special Agreements

If assessment criteria for a specific security item other than the realisable value or another cover limit or another limit for the release of security have been agreed, these other criteria or limits shall apply.

17. Realisation of Security

(1) Option of the Neo-Microfinance

If the Neo-Microfinance realises security, it may choose between several security items. When realising security and selecting the items to be realised, the Neo-Microfinance shall take into account the legitimate concerns of the Customer and any third party who may have provided security for the obligations of the Customer.



(2) Credit Entry for Proceeds under Turnover Tax Law

If the transaction of realisation is subject to turnover tax, the Neo-Microfinance shall provide the Customer with a credit entry for the proceeds, such entry being deemed to serve as invoice for the supply of the item given as security and meeting the requirements of turnover tax law.

Termination

18. Termination Rights of the Customer

(1) Right of Termination at Any Time

Unless the Neo-Microfinance and the Customer have agreed a term or a diverging termination provision, the Customer may at any time, without notice, terminate the business relationship as a whole or particular business relations (e.g. a chequing agreement).

(2) Termination for Reasonable Cause

If the Neo-Microfinance and the Customer have agreed a term or a diverging termination provision for a particular business relation, such relation may only be terminated without notice if there is reasonable cause therefor which makes it unacceptable to the Customer to continue it, also after giving consideration to the legitimate concerns of the Neo-Microfinance.

(3) Statutory Termination Rights

Statutory termination rights shall not be affected

19. Termination Rights of the Neo-Microfinance

(1) Termination upon Notice

Upon observing a reasonable period of notice, the Neo-Microfinance may at any time terminate the business relationship as a whole or particular business relations for which neither a term nor a diverging termination provision has been agreed (e.g. the chequing agreement authorizing the use of cheque forms). In determining the period of notice, the Neo-Microfinance shall take into account the legitimate concerns of the Customer. The minimum termination notice for a payment services framework contract (e.g. current account or card contract) and a securities account shall be two months.

(2) Termination of Loans with no Fixed Term

Loans and loan commitments for which neither a fixed term nor a diverging termination provision has been agreed may be terminated at any time by the Neo-Microfinance without notice. When exercising this right of termination, the Neo-Microfinance shall give due consideration to the legitimate concerns of the Customer.

Where the Cameroonian Civil Code contains specific provisions for the termination of a consumer loan agreement, the Neo-Microfinance may only terminate the agreement as provided therein.

(3) Termination for Reasonable Cause without Notice

Termination of the business relationship as a whole or of particular business relations without notice is permitted if there is reasonable cause which makes it unacceptable to the Neo-Microfinance to continue the business relations, also after having given consideration to the legitimate concerns of the Customer. Reasonable cause is given in particular if the Customer has made



incorrect statements as to the Customer's financial status, provided such statements were of significant importance for the Neo-Microfinance's decision concerning the granting of credit or other operations involving risks for the Neo-Microfinance (e.g. the delivery of a payment card), or if a substantial deterioration in the Customer's financial status or in the value of security occurs or threatens to occur, jeopardizing the repayment of a loan or the discharge of any other obligation towards the Neo-Microfinance even if security provided therefor is realised, or if the Customer fails to comply, within the required period of time allowed by the Neo-Microfinance, with the obligation to provide or increase security according to No. 13 (2) of these Business Conditions or to the provisions of some other agreement.

If reasonable cause is given due to the breach of a contractual obligation, termination shall only be permitted after expiry, without result, of a reasonable period of time fixed for corrective action by the Customer or after a warning to the Customer has proved unsuccessful, unless this proviso can be dispensed with owing to the special features of a particular case (Section 323 (2) and (3) of the German Civil Code).

(4) Termination of Consumer Loan Agreements in the Event of Default

Where the Cameroonian Civil Code contains specific provisions for the termination of a consumer loan agreement subsequent to repayment default, the Neo-Microfinance may only terminate the agreement as provided therein.

(5) Settlement Following Termination

In the event of termination without notice, the Neo-Microfinance shall allow the Customer a reasonable period of time for settlement (in particular for the repayment of a loan), unless it is necessary to attend immediately thereto (e.g. the return of cheque forms following termination of a chequing agreement).

Complaints

21 Possibilities of Filing Complaints

The customer has the following out-of-court possibilities to file a complaint:

- The Customer may contact the Neo-Microfinance under the contact details indicated in the "List of Prices and Services". The Neo-Microfinance will answer Complaints in a suitable way. In the case of payment services agreements this means in text format (e.g. via letter, telefax or e-mail).
- The Customer may write to or contact the Minister of Finance at any time to have complaints recorded in writing regarding violations by the Neo-Microfinance

[1] Neo-Microfinance working days are all working days except Sunday, 24 December and 31 December.

[2] International Neo-Microfinance Account Number

[3] Neo-Microfinance Identifier Code