

AMASEZERANO YA KONTI YO KUBITSA NO KUBIKUZA

Aya masezerano akozwe 13 May 2025 hagati ya:

IKIGO CY'IMARI	AB Rwanda Plc icyemezo cyo gukora imirimo y'lkigo cy'Imari Numero y'isosiyete: 102802551 Aderesi: P.O. Box 671, Nyarugenge, Kigali, Rwanda Intara: Umujyi wa Kigali, Akarere ka Nyarugenge, Umurenge wa Nyarugenge, Akagari ka Kiyovu, St. no. 78, No. 15 Tel: +250788098300
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Na

Umukiriya	Irangamuntu(numero, nahoyatangiwe)	Isano
«CLIENT1_NAME»	«CLIENT1_NUDOCI»	«CLIENT1_CTIPREL»
«CLIENT2_NAME»	«CLIENT1_CLUGDOC»	«CLIENT2_CTIPREL»
«CLIENT3_NAME»	«CLIENT2_NUDOCI»	«CLIENT3_CTIPREL»
«CLIENT4_NAME»	«CLIENT3_NUDOCI»	«CLIENT4_CTIPREL»
«CLIENT5_NAME»	«CLIENT4_NUDOCI»	«CLIENT5_CTIPREL»
«CLIENT5_NAME»	«CLIENT5_NUDOCI»	

NUMERO YA KONTI :	«CCODCTA»
Ubwoko bw'amafaranga	«CURRENCY»

Ingingo ya 1: Impamvu Y'Amasezerano

Umukiriya arifuza gufungura no kugira konti yo kubitsa no kubikuza mu Kigo cy'Imari. Ikigo cy'Imari cyemeye gufungura no gucunga iyo konti. Impande zombi zumvikanye ku ifungurwa rya konti n'icungwa ryayo hakurikijwe ibi bikurikira:

Ingingo ya 2: Ifungurwa Rya Konti N'IKoreshwa Ryayo

Konti izafungurwa, igenzurwe kandi ikoreshwe ku bw'umukiriya, hagendewe ku makuru yatanze n'umukiriya n'izindi mpapuro za ngombwa zunganira zasabwe n'lkigo cy'Imari. Umukiriya yemezako amakuru n'impapuro yatanze ari iz' ukuri kandi zizira amakemwa.

Ikigo cy'Imari gifite nshingano zikurikira:

- Gufungura konti idatanga inyungu ku mafaranga yibikijweho;
- Kwakira no kubika neza amafanga abikijwe kuri konti; ndetse no
- Kohereza no kubikuza amafaranga kuri konti; ibi bikorwa twavuze haruguru bikorwa bitabangamiye politiki y'lkigo cy'Imari ku iyezandonke.

2.1. Impapuro Zerekana Imiterere ya Konti

Impapuro z'imitere ya konti zizashyikirizwa umukiriya azisabye. Amaze kwakira impapuro z'imitere ya konti ye, umukiriya (cyangwa abakiriya) (b)azazisoma yitonze (cyabgwa bitonze). Niba hari icyo atumva akigeze ku Kigo cy'Imari mu buryo bw'inyandiko mu gihe cy'icyumweru kimwe.

Mu gihe aumukiriya atagejeje ikibazo cye kuri Kigo mu gihe cy'icyumweru uhaye umunsi yaboneyeho ibyakorewe kuri konti ye, Ikigo cy'Imari kizafata ko umukiriya yemera ibiri kuri rwa rupapuro, bityo n'lkigo cyemeze ko umukiriya yemeye ko asanze impapuro z'imitere ya konti ye zimeze neza.

2.2. Imikorere ya Konti

Amabwiriza ajyanye no kubikuza no kohereza amafaranga, azashyirwa mu bikorwa n'lkigo cy'Imari hagendewe ku mabwiriza yanditse yashyizweho umukono na umukiriya.

Umukiriya azishyura amafaranga ya konti ajyanye na buri gikorwa gikorewe kuri konti hakurikijwe ibiciro bigaragazwa ku rutonde n'lkigo nk' uko bizajya bisohoka buri gihe.

Ibikorwa byo kuri konti bizajya bikorwa hitawe ku mubare w' amafaranga agaragara kuri konti y'umukiriya.

Mu gihe amafaranga ari kuri konti azaba adahagije, ku buryo kohereza, kubikuza cyangwa se irindi bwiriza (ritanzwe n'umukiriya) ndetse n'andi mafaranga bisaba, Ikigo cy'Imari kizakurikiza igihe buri bwiriza ryatangiye ihereye ku yatanze mbere.

Ikigo cy'Imari kizahagarika kwishyura amafaranga ajyanye no gucunga konti nyuma y'umwaka, umukiriya atagize igikorwa ayikoreraho muri ibi bikurikira: kubitsa, kubikuza, kwakira cyangwa kohereza amafaranga. Hanyuma iyi konti izafatwa nkaho idakora kandi ntakindi gikorwa kizayikorera n'umukiriya bitabanje kwemezwa n'ubuyobozi bw'lkigo cy'Imari Nyuma y'imyaka itanu ayo mafaranga azashyikirizwa Banki Nkuru y'u Rwanda.

Ingino ya 3: UBURENGANZIRA N'INSHINGANO KU MPANDE ZOMBI.**2.3. Uburenganzira n'inshingano by'Ikigo cy'Ihari**

Ikigo cy'Ihari gifite inshingano yo gukoresha konti, hagendewe ku mategeko n'amabwiriza ari mu Rwanda n'indi mirongo ngenderwaho y'Ikigo cy'Ihari.

Ikigo cy'Ihari gifite inshingano zo kubika no gucunga mu mutekano amafaranga ashyizwe kuri konti.

Hagendewe ku biteganywa n'amategeko, amakuru yose arebana n'umukiriya, konti ndetse n'igikorwa cyaba gikorewe kuri konti bizagirwa ibanga.

Ikigo cy'Ihari ntikizishyura inyungu kuri konti hakurikijwe urutonde rw'ibiciro by'Ikigo cy'Ihari nk'uko bisohoka buri gihe.

Ikigo cy'Ihari gifite uburenganzira bwo gukoresha amafaranga ari kuri konti y'umukiriya igihe cyose yizewe kuba yakora inshingano ayisabye.

Ikigo cy'Ihari ifite ububasha bwose bwo kwambura umukiriya uburenganzira bwose bwo gukoresha sheki cyangwa se ubundi buryo bwose bwo kubikura biturutse ku mpamvu zikurikira:

- Iyo amabwiriza yatanze n'umukiriya (ku bijyanye no kubikura hakoreshejwe sheki cyangwa gushyira amafaranga ku yindi konti) adakurikijwe ubugira gatatu bitewe n'uko nta mafaranga ahagije ari kuri konti;
- Iyo umukiriya atinjiza amafaranga ku buryo buhoraho,
- Iyo konti y'umukiriya igaragaza amateka mabi mu Ikigo cy'Ihari .

Nta mpamvu n'imwe izabuza ko Ikigo cy'Ihari ishobora gukora amafaranga ku bikorwa bikorewe ku Ikigo cy'Ihari ku mafaranga ari kuri konti

Ikigo cy'Ihari gifite uburenganzira bwo guhindura ibiciro byayo biri ku rutonde igihe icyo ari cyo cyose itabanje kubimenyesha umukiriya.

3.2 Uburenganzira n'inshingano by'Umukiriya.

Umukiriya azishyura amafaranga yo gucunga konti hakurikijwe uko urutonde rw'Ikigo cy'Ihari rw' ayo mafaranga rubigaragaza uko isohotse buri gihe.

Muri urwo rwego, Umukiriya afite uburenganzira bwo guha Ikigo cy'Ihari amabwiriza mu bikorwa bikorerwa kuri konti ye.

Igihe cyose hagize amakuru ahinduka ku yatanze n'umukiriya igihe yafunguzaga konti, Umukiriya agomba kubimenyesha Ikigo cy'Ihari mu gihe cy'icyumweru kimwe.

Umukiriya agomba kwita ku mutekano w'udutabo twa sheki cyangwa sheki kandi agomba guhita amenyesha Ikigo cy'Ihari igihe dutakaye, twibwe cyangwa se sheke imwe itakaye / yibwe.

3. Igihe Amasezerano Azamara

Aya masezerano hagati y'impande zombi azatangira

gushyirwa mu bikorwa no kubahirizwa ku mpande zombi kuva ku itariki ashyirwaho umukono kandi azakomeza kubahirizwa keretse arangijwe n'impamvu izwi nk'uko bivugwa mu gika gikurikira:

- Umukiriya ashobora kurangiza amasezerano igihe icyo ari cyo cyose hagendewe ku busabe bwanditse bwatanzwe n'umukiriya asaba gufunga konti.
- Ikigo cy'Ihari gishobora kurangiza aya masezerano igihe Umukiriya adashoboye kugendera ku byo amabwiriza asaba cyangwa se igihe konti itagikora nk'uko itegeko rya Banki Nkuru y' igihugu ribivuga.

Mu gihe cy'irangizwa ry'aya masezerano, Ikigo cy'Ihari izafunga Konti maze amafaranga asigaye kuri konti ayasubizwe mu ntoki cyangwa se yoherezwe ku yindi konti mu gihe biramutse bisabwe n'Umukiriya.

Ingino ya 4: Amabwiriza

Ugutanga amakuru uko ariko kose kuri aya masezerano kuzagira agaciro ari uko kwashyizwe mu nyandiko kandi kugashyikirizwa mu ntoki ibiro bikuru by'Ikigo cy'Ihari cyangwa se ishahiye rya Ikigo .

Ingino ya 5: Andi Mategeko

Aya masezerano agengwa kandi akubiyemo politiki n'imirongo ngenderwaho by'Ikigo cy'Ihari nk'uko bizakomeza gushyirwaho igihe icyo ari cyo cyose.

Ingino ya 6: Ibyumvikanweho Byose

Aya masezerano akubiyemo ibyumvikanyweho byose ku mpande zombi hakurikijwe ibyumvikanweho biri muri yo kandi nta yandi masezerano, ibisabwa, cyangwa inshingano biri mu magambo cyangwa byanditse cyangwa se mu bundi buryo butari muri aya masezerano bishobora gukoreshwa, keretse andi mategeko atanzwe na Banki Nkuru y'u Rwanda cyangwa urundi rwego rubifitiye ububasha.

Ingino ya 7: Itegeko Rigenga Amasezerano

Aya masezerano azashyirwa mu bikorwa hagendewe ku mategeko y'u Rwanda kandi mu gihe habayeho impaka zitakemurwa mu buryo bwumvikanyweho ku mpande zombi, impande zombi zizumvikanishwa hakoreshejwe ubutabera bw'inkiko zo mu Rwanda gusa ku bibazo byose birebana n'aya masezerano.

4.

Umwimerere w'ay'amasezerano wateguwe m'ururimi rw'icyongereza uhindurwa mu Kinyarwanda, igihe habaho kwitiranya insobanuro y'ijambo cyangwa se igika, hakwifashishwa ururimi rw'icyongereza. Umukiriya aremera ko yasomye, yumvise kandi yemeye ibikubiye muri aya masezerano.

Byemejwe hagati y'impande zombi ni ukuvuga, Ikigo cy'Ihari biciye mu bayihagarariye babifitiye ububasha , n'Umukiriya ubwe cyangwa ku bamuhagarariye babifitiye ububasha, ko aya masezerano atangiye gukora uherye ku munsu ashyirwaho umukono.

AB Rwanda PLC.

Umukono _____

Amazina: _____

Umukiriya

Umukono: _____

Amazina: _____

CURRENT ACCOUNT AGREEMENT

This Current Account Agreement (the "Agreement") is made and effective on 13 May 2025

BETWEEN:

FINANCIAL INSTITUTION	AB Rwanda Plc (Former AB RWANDA PLC) . License No: 17 Certificate of Incorporation No: 102802551 Postal Address: P.O. Box 671, Nyarugenge, Kigali, Rwanda Physical Address: Kigali City Province, Nyarugenge District, Nyarugenge Sector, Kiyovu cell, Street no. 78 Building No. 15 Phone: +250788098300
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CLIENT(s)	ID	RELATIONSHIP
«CLIENT1_NAME»	«CLIENT1_NUDOCI» «CLIENT1_CLUGDOC»	«CLIENT1_CTIPREL»
«CLIENT2_NAME»	«CLIENT2_NUDOCI»	«CLIENT2_CTIPREL»
«CLIENT3_NAME»	«CLIENT3_NUDOCI»	«CLIENT3_CTIPREL»
«CLIENT4_NAME»	«CLIENT4_NUDOCI»	«CLIENT4_CTIPREL»
«CLIENT5_NAME»	«CLIENT5_NUDOCI»	«CLIENT5_CTIPREL»

ACCOUNT NO:	«CCODCTA»
CURRENCY	«CURRENCY»

Article 1: SUBJECT OF THE AGREEMENT

The account holder (hereinafter the Client) is desirous of opening, maintaining and managing a Current Account with AB Rwanda Plc (hereinafter the Financial Institution).

The Financial Institution has agreed and shall undertake to open, maintain and manage a Current Account (hereinafter the Account) for the Client for conducting transactions and holding demand deposits based on the Agreement entered into by the parties subject to the following terms conditions and understandings:

Article 2: ACCOUNT OPENING AND OPERATIONS

2.1. Account opening

The Account shall be opened, maintained and managed on behalf of the Client basing on the information supplied by the Client and the necessary required documentation in support thereof requested by the Financial Institution, which information and documents the Client shall warrant as being true and accurate.

The Financial Institution shall be responsible for:

- Opening a non interest earning Current Account for the Client;
- Accepting and depositing funds into the Account; and
- Transferring and withdrawing of funds from the Account provided the above mentioned transactions fall within the limits set by the Anti-Money Laundering Policies of the Institution.

2.2. Account Statements

The Financial Institution shall reflect all the transactions executed on the account in the account statement.

The Financial Institution shall make the Account Statements available for the Client(s) on request in a document form or in any other agreed manner.

The client (s) upon receiving an Account Statement shall carefully read their Statement and bring any complaints or

queries thereof to the Institution's attention in writing within a time period of 1 week after issuing the same.

Unless the Financial Institution receives such a query or complaint regarding an Account Statement within a time period of 1 week of the date of that Account Statement, the Client(s) shall be deemed to have approved that the Account Statement is accurate and the Financial Institution shall be entitled to ascertain basing on the time period of 1 week assume that the Client(s) accepts agree(s) that the Account Statement is accurate.

2.3. Account Operations

Cash withdrawals and money transfer instructions shall be executed by the Financial Institution on the basis of original written instruction duly signed by the Client.

The Client(s) shall pay the account fees related to each transaction according to the Institution's prevailing List of Tariffs as published from time to time.

Account operations shall be conducted within the limits of the balance available in the account held by the Client(s). Where the balance in the Account is insufficient to cover all the withdrawals, transfers, payments or other requested instructions and their related fees, the Institution will follow the chronological order in which the requests were made by the Client(s).

Should the account register no customer activity for a period of six (6) months, the account will be categorised as inactive and no transaction will be permitted without prior management approval. Account will be categorized as dormant after one (1) years of inactivity and the Financial Institution will cease to charge any fees pertaining to the account and/or capitalise any interest to the account.

Any unclaimed balance in an account classified as dormant will be transferred to BNR at the expiry of a five (5) year period of dormancy.

Article 3: RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. Rights and Obligations of the Financial Institution

The Financial Institution bears responsibility for conducting operations through the Account in accordance with the laws and regulations in force in Rwanda as well as in accordance with the generally accepted banking practices which the Institution follows.

The Financial Institution bears responsibility for the storage and safekeeping of the funds deposited in the Account by the client.

Within the limits of the law all information regarding the Client(s), the Account and any Account operations will remain confidential.

The Financial Institution shall not pay interest on the account in accordance with terms of the List of Tariffs of the Institution as published from time to time.

The Financial Institution has the right to use the funds in the Account held by the client(s), nevertheless the Financial Institution at all times guarantees the execution of duly requested Account transactions from the Client(s).

The Financial Institution reserves the right to exclude the Client(s) from all cheque transactions or given Direct Debit Mandates:

- If a debit of drawn cheques and Direct Debits fail three times due to an insufficient balance in the account;
- If the Client(s) has(have) a non-regular income;
- If the Institution discovers that the Client(s) has (have) a bad account history.

The Financial Institution shall be entitled to deduct fees for institution Operations from the remaining balance on the Account of the Client(s) at the time of the operation/transaction in accordance with their's List of Tariffs.

The Financial Institution reserves the right to amend its List of Tariffs from time to time without prior notification to the Client(s).

3.2. Rights and Obligations of the Client(s)

The Client(s) shall pay any relevant account fees in according with the Institution's prevailing List of Tariffs as published from time to time.

Subject to the foregoing, the Client(s) has(have) the right to give the instructions to the Financial Institution to conduct operations through the Account within the framework of the Institution's Charter, policy and procedures and other founding documents.

The Client(s) shall keep the Financial Institution updated and inform the Institution of changes in any and all

information previously provided to the Financial Institution within 1 week of such change.

The Client(s) shall keep their cheque book safely and shall immediately report its loss or the loss of any of its leaves to the Financial Institution.

Article 4: TERMS OF VALIDITY

This Agreement once signed by both parties shall be effective and binding between the parties from its date and shall continue to subsist unless terminated by a recognised termination event as stated below.

- The Client(s) may terminate the Agreement at any time on the basis of a written application to close the Account.
- The Financial Institution may terminate this Agreement for failure by the Client(s) to adhere to the provisions of this Agreement or if the account is deemed to be dormant as per the rules set by the National Bank of Rwanda.

Upon the termination of this Agreement the Financial Institution shall proceed with the closure of the Account and credit funds on the Account shall be returned to the Client(s), in cash or transferred to another Account as instructed by the Client.

Article 5: NOTICE

Any notice or other communication required to be served under this Agreement shall be in writing addressed to the Financial Institution and shall be deemed to have been properly served to the Financial Institution if delivered by hand to the Institution at its registered office or to one of its operating branches.

Article 6: OTHER APPLICABLE RULES

This Agreement is subject to and incorporates all the Institution's applicable laws, procedures and policies as shall be applicable from time to time.

Article 7: ENTIRE UNDERSTANDING

This Agreement expresses the entire agreement between the client and the Financial Institution regarding this matter. This agreement can only be modified with another written agreement signed by both the client and Financial Institution save for cases where it is automatically modified due to new imposed statutes or other compulsory regulation issued by the National Bank of Rwanda or other regulator. This Agreement shall be binding upon both the client and the Financial Institution and their representative heirs, legal representatives and successors in interest.

Article 8: GOVERNING LAW

This Agreement shall be governed by, and construed under, the laws of the Republic of Rwanda and in the event of any disputes which cannot be settled on amicable or bilateral basis the parties consent to the exclusive jurisdiction of the Rwandan courts in all matters regarding this Agreement.

The Client(s) hereby acknowledge(s) to have read, understood and agreed with the provisions of this Agreement.

IN WITNESS WHEREOF the Financial Institution through its duly authorised representative(s) and the Client through its duly authorised representative(s) has have caused this Agreement to be duly executed as an Agreement the day and year first above written.

AB Rwanda Plc .

Client

Signature: _____

Signature: _____

Name: _____

Name: _____

CONTRAT DE COMPTE COURANT

Ce Contrat de Compte Courant (ci-après le « **Contrat** ») est conclu et prend effet le **8 mai 2025**.

ENTRE :

INSTITUTION FINANCIÈRE	AB Rwanda Plc (anciennement AB RWANDA PLC) Numéro de licence : 17 Numéro du certificat d'incorporation : 102802551 Adresse postale : B.P. 671, Nyarugenge, Kigali, Rwanda Adresse physique : Ville de Kigali, Province de Kigali, District de Nyarugenge, Secteur de Nyarugenge, Cellule de Kiyovu, Rue n° 78, Bâtiment n° 15 Téléphone : +250788098300
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CLIENT(S) :

CLIENT(s)	N° ID	RELATION
«CLIENT1_NAME»	«CLIENT1_NUDOCI» Lieu de délivrance	«CLIENT1_CTIPREL»
«CLIENT2_NAME»	«CLIENT1_CLUGDOC»	«CLIENT2_CTIPREL»
«CLIENT3_NAME»	«CLIENT2_NUDOCI»	«CLIENT3_CTIPREL»
«CLIENT4_NAME»	«CLIENT3_NUDOCI»	«CLIENT4_CTIPREL»
«CLIENT5_NAME»	«CLIENT4_NUDOCI»	«CLIENT5_CTIPREL»
	«CLIENT5_NUDOCI»	

N° DE COMPTE:	«CCODCTA»
NOM DU SOUS-PRODUIT:	«SUBPRODUCT»
DEVISE:	«CURRENCY»

Article 1 : Objet du Contrat

Le présent Contrat a pour objet l'ouverture, la gestion et le fonctionnement d'un compte courant (ci-après le « **Compte** ») au nom du Client auprès de AB Rwanda Plc (ci-après l'« **Institution Financière** »), conformément aux termes et conditions énoncés ci-après.

Article 2 : Ouverture et Opérations du Compte**2.1. Ouverture du Compte**

L'Institution Financière ouvrira un compte courant non rémunéré au nom du Client, sur la base des informations et documents fournis par ce dernier, lesquels doivent être exacts et complets.

2.2. Relevés de Compte

L'Institution Financière fournira au Client, sur demande, des relevés de compte détaillant les

opérations effectuées. Le Client dispose d'un délai de sept (7) jours à compter de la réception du relevé pour signaler toute anomalie ; à défaut, le relevé sera considéré comme accepté.

2.3. Opérations sur le Compte

Les retraits et transferts seront effectués sur instruction écrite et signée du Client. Les opérations doivent respecter les limites de solde disponibles et les politiques de lutte contre le blanchiment d'argent de l'Institution.

2.4. Inactivité et Dormance du Compte

Un compte sans activité pendant six (6) mois sera considéré comme inactif ; après douze (12) mois, il sera classé comme dormant. Les soldes non réclamés après cinq (5) ans de dormance seront transférés à la Banque Nationale du Rwanda, conformément à la réglementation en vigueur.

Article 3 : Droits et Obligations des Parties**3.1. Institution Financière**

Assurer la confidentialité des informations du Client, sauf obligation légale contraire.
Gérer les fonds déposés avec diligence et conformément aux lois rwandaises.
Prélever les frais applicables selon la grille tarifaire en vigueur, modifiable sans préavis.
Se réserver le droit de restreindre certaines opérations en cas de non-conformité ou de risque identifié.

3.2. Client

Fournir des informations exactes et notifier toute modification dans un délai de sept (7) jours.
Respecter les termes du présent Contrat et les politiques de l'Institution.
Assumer les frais liés aux opérations effectuées sur le Compte.
Conserver en sécurité les moyens de paiement et signaler immédiatement toute perte ou vol.

Article 4 : Durée et Résiliation

Le présent Contrat est conclu pour une durée indéterminée. Il peut être résilié par le Client sur demande écrite ou par l'Institution en cas de non-respect des conditions contractuelles ou de dormance du Compte, conformément aux lois applicables.

Données à caractère personnel

Les données personnelles contenues dans ce contrat sont protégées conformément à la Loi n°058/2021 du 13/10/2021 relative à la protection des données personnelles et de la vie privée. Toute violation donnera lieu à réparation.

EN FOI DE QUOI, les parties ont signé le présent Contrat en double exemplaire, le jour et l'année mentionnés ci-dessus.

AB Rwanda Plc

Signature : _____
Nom : _____
Fonction : _____

Article 5 : Notifications

Toute communication relative au présent Contrat doit être faite par écrit et adressée à l'Institution Financière à son siège social ou à l'une de ses agences.

Article 6 : Dispositions Complémentaires

Le présent Contrat est soumis aux lois et règlements en vigueur au Rwanda, notamment ceux relatifs au système de paiement, à la protection des données et à la lutte contre le blanchiment d'argent.

Article 7 : Intégralité du Contrat

Le présent Contrat constitue l'intégralité de l'accord entre les parties concernant le Compte. Toute modification doit être faite par écrit et signée par les deux parties, sauf en cas de modification imposée par la réglementation en vigueur.

Article 8 : Loi Applicable et Juridiction

Le présent Contrat est régi par le droit rwandais. Tout litige relatif à son interprétation ou à son exécution sera soumis à la juridiction exclusive des tribunaux compétents du Rwanda.

Client

Signature : _____
Nom : _____
Pièce d'identité n° : _____