

Extraordinary Ordinary General Assembly
15 March 2026

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Item (1)

Proposed Amendment to Article 52 (bis) of the Bank's Statutes

The approval of the Extraordinary General Assembly is kindly requested to amend Article 52 (bis.) of the Bank's Statutes in relation to the "Employees' Stock Ownership Plan – ESOP".

The Extraordinary General Assembly is also sought to approve delegating Mr. Mahmoud Abbas Mohamed Ahmed, Chief Legal Officer, to sign the amendments agreements of the Bank's Statutes at the respective Notary Office. These amendments shall come into effect after obtaining the approval of the Regulatory Authorities.

Enclosed is the aforementioned article before and after amendment.



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Amending Article 52 (bis) of CIB's Bank's Statutes

Article Before Amendment	Article After Amendment
<p>(a) Without prejudice to Article (48 bis) of Law 159 for 1981 and its Executive Regulations and upon the consent of the Extraordinary General Assembly, based on the Board of Directors' recommendation, the Bank's employees and directors may own stocks in the Bank's capital for the purpose of motivating and rewarding them. This ownership can take the form of distributed free stocks, purchased stocks at preferential rate or with flexible payment terms, or the Bank's undertaking to sell. Terms and conditions pertaining to each form of ownership are to be approved by the Extraordinary General Assembly.</p> <p>(b) In case of granting employees and directors free stocks, they will be entitled to receiving full dividends of these stocks as well as the right to vote in the Ordinary and Extraordinary General Assembly, as of the date of transfer of ownership of the subject stocks and in accordance with the governing legal procedures.</p> <p>(c) In case of purchased stocks at preferential rate or with flexible terms, employees and directors are entitled only to a percentage of the stocks dividends based on the percentage paid of its purchase value. However, the right to vote is impermissible until the value of the stocks have been settled in full.</p> <p>(d) In case of the Bank's undertaking to sell stocks to its employees and directors, they shall have no rights to receive dividends nor to vote till the terms pertaining to this undertaking have been fully met and that the value of the subject stocks have been settled in full.</p> <p>(e) In all cases, this article is to be implemented in compliance with the terms, conditions and procedures stipulated by the Executive Regulations of Law 159 for 1981 with regard to motivating and rewarding the employees and directors.</p>	<p>(a) Without prejudice to Article (48 bis) of Law 159 of 1981 and its Executive Regulations, and subject to the approval of the Extraordinary General Assembly upon the recommendation of the Board of Directors, the Bank may establish a stock option plan under which CIB shares may be granted to its employees, managers, and Executive Board Members, and those serving in its subsidiaries, or seconded thereto by the Bank, for the purpose of motivation and reward. Such incentives may take the form of free share allocations, the sale of shares at a preferential price or on flexible payment terms, or a promise by the Bank to sell shares. The terms and conditions governing each form of grant shall be approved by the Extraordinary General Assembly and the relevant regulatory authorities.</p> <p>(b) Where free shares are granted to employees, managers, and Executive Board Members, and those serving in its subsidiaries, or seconded thereto by the Bank, such beneficiaries shall be entitled, as of the date of transfer of ownership and in accordance with the applicable legal procedures, to receive all dividends on such shares and to exercise the right to vote at both Ordinary and Extraordinary General Assemblies.</p> <p>(c) Where shares are sold at a preferential price or on flexible payment terms, employees, managers, and Executive Board Members, and those serving in its subsidiaries, or seconded thereto by the Bank, shall be entitled to receive dividends only in proportion to the percentage of the purchase price paid. The right to vote at the General Assemblies shall not be exercisable until the full purchase price of the shares has been paid.</p> <p>(d) Where the Bank undertakes to sell shares to its employees, managers, and Executive Board Members, and those serving in its subsidiaries, or seconded thereto by the Bank, such persons shall not be entitled to receive dividends or exercise voting rights until all terms and conditions of such undertaking have been fully satisfied and the full value of the relevant shares has been paid.</p> <p>(e) In all cases, this article is to be implemented in compliance with the terms, conditions and procedures stipulated by the Executive Regulations of Law 159 for 1981 with regard to motivating and rewarding the employees and directors as approved by the relevant regulatory authorities.</p>



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Item (2)

Proposed Employees' Stock Ownership Plan – ESOP”
for the Bank and its Subsidiaries

The approval of the Extraordinary General Assembly is kindly requested on the proposed Employees' Stock Ownership Plan (ESOP – Promise to Sell) for the Bank and its Subsidiaries for ten years starting 2026 and ending 2035, inclusive. The plan shall be implemented after obtaining the approval of the Regulatory Authorities.

The Extraordinary General Assembly is also sought to approve delegating Mr. Mahmoud Abbas Mohamed Ahmed, Chief Legal Officer, to sign the amendment agreements of the Bank's Statutes at the respective Notary Office.

Enclosed is the proposed Employees' Stock Ownership Plan “ESOP”.



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Commercial International Bank - Egypt (CIB)
Employees' Stock Ownership Plan (ESOP- Promise to Sell)
In Accordance with the Ministerial Decree 282 for the Year 2005
Amending Some Articles of the Executive Regulations of the Egyptian Companies
Law 159 of the Year 1981

Preamble

The Commercial International Bank – Egypt approved the implementation of an Employees' Stock Ownership Plan ("ESOP") as a component of its compensation framework for the attraction, motivation, retention, and reward of employees and managers. In accordance with the ESOP, eligible employees are granted CIB shares at nominal value pursuant to a "Promise to Sell" arrangement. The Plan was first introduced and approved by the Extraordinary General Assembly at its meeting held June 26, 2006, and consecutively renewed and approved by the Extraordinary GA at its meetings held April 13, 2011 and March 21, 2016.

Pursuant to the approval of the Board of Directors at its meeting held February 9, 2026, and subject to the approval of the Extraordinary General Assembly at its meeting scheduled for March 15, 2026, CIB shall establish a new Employees' Stock Ownership Plan ("ESOP – Promise to Sell") with a term of ten (10) years, starting 2026 and ending 2035, inclusive.

Beneficiaries of the plan will include CIB's employees, managers, and Executive Board Members, as well as those serving in its subsidiaries, or seconded thereto. A specific number of shares will be allocated for eligible beneficiaries via a 'Promise to Sell' agreement to be signed by the beneficiaries in order to purchase the granted shares on a designated date and in accordance with the terms stated herein, and the relevant agreement in respect thereof.

Article One

The above preamble and all terms related to CIB's ESOP and 'Promise to Sell' agreement, as approved by CIB's Board of Directors in accordance with the Bank's Articles of Association and as stipulated by the Ministerial Decree 282 of the Year 2005, and Companies' Law 159 of the year 1981 and its Executive Regulations are considered an integral part of this plan.

Article Two

Definition of the Shares Incentive Plan

By virtue of the Extraordinary General Assembly resolution, CIB shall implement its ESOP on a 'Promise to Sell' basis through annual capital increase in order to compensate the eligible beneficiaries (CIB's general managers, senior employees, employees, clerks and sub-clerks, managers, and Executive Board Members, and those serving in its subsidiaries, or seconded thereto) who shall remain in service for three consecutive years from the allocation date until the release date. Eligible beneficiaries of this plan are selected based on each employee's annual performance, job level, the Bank's overall performance and financial position, subject to fulfilling the conditions of the employees serving at the Bank's subsidiaries, which are specified below in Article Six.



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Article Three

Mechanism of Ownership

In January of each year, the Bank shall determine the number of shares under the ESOP through a 'Promise to Sell' agreement to be transferred to the eligible beneficiaries after three years. The shares will be provided through an increase in the Bank's capital with the value of these shares at its nominal value.

Article Four

ESOP Implementation

Based on the recommendation of CIB's Board of Directors in its meeting February 9, 2026, and the approval of the Extraordinary General Assembly at its meeting dated March 15, 2026, the Bank will establish a new ESOP for the ten years starting 2026 and ending 2035, inclusive, as referred to in Article Five.

Article Five

Shares Allocation

The Extraordinary General Assembly approval on March 15, 2026, to allocate 10% of the Bank's issued capital to be issued over a period of ten years on a 'Promise to Sell' basis. The shares shall be sold to the eligible beneficiaries at its nominal value of EGP 10 per share.

The Bank's capital shall be increased annually by the number of shares determined by the Board of Directors, provided that the aggregate shares allocated during the plan period shall not exceed 10% of the issued capital.

The number of allocated shares under this plan may be increased in case the General Assembly takes any decision to distribute free shares or split the nominal value of the Bank's issued shares.

Article Six

Eligible Beneficiaries

Eligible beneficiaries should meet all of the following conditions:

- Be an employee, manager, or Executive Board Member at CIB, or serving in its subsidiaries, or seconded thereto.
- Has a minimum performance rating of "Good" in the year preceding the allocation.
- Has not been penalized by a salary deduction for one day or more, in accordance with the Bank's approved disciplinary regulations.
- Shall continue to serve the Bank or any of its subsidiaries for at least three consecutive years after the allocation date (actual service), subject to fulfilling the mandatory terms for the employees at the Bank's subsidiaries.
- Below the pension age.



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The following governing terms shall be considered in the process of allocating ESOP to CIB's employees who are seconded to subsidiaries:

- The Bank continues to possess control over the subsidiary's Board resolutions and majority of votes in its general assemblies. If such control ceases, those employees will no longer be eligible for CIB's ESOP benefit, while preserving their rights to be employed by the subsidiary or terminate their seconded Agreements and return to work at CIB.
- The secondment Agreement should be for a definite term that can be renewed for other terms subject to the approval of the Bank's management.
- The Bank's Human Resources department shall coordinate with its counterparty at the subsidiary to set out the appraisal guidelines for seconded employees serving at the Bank's subsidiaries to be in compliance with the incentive scheme guidelines deployed by the Bank, while considering the subsidiary's nature of business and KPIs.
- Eligible employees shall be identified based on the resolution of the subsidiary's Board after obtaining the approval of CIB.
- A list of eligible employees with their allocated shares shall be submitted annually to CIB's Compensation Committee for review. The Compensation Committee shall present its review to CIB's Board for consideration and decision.

The following governing terms shall be considered in the process of allocating ESOP to the employees serving at CIB's Subsidiaries:

- The Bank continues to possess control over the subsidiary's Board resolutions and the majority of votes in its general assemblies. If such control ceases, those employees will no longer be eligible for CIB's ESOP benefit.
- The Bank's Human Resources department shall coordinate with its counterparty at the subsidiary to set out the appraisal guidelines for employees to be in compliance with the incentive scheme guidelines deployed by the Bank, while considering the subsidiary's nature of business and KPIs.
- Eligible employees shall be identified based on the resolution of the subsidiary's Board after obtaining the approval of CIB.
- A list of eligible employees with their allocated shares shall be submitted annually to CIB's Compensation Committee for review. The Compensation Committee shall present its review to CIB's Board for consideration and decision.

Article Seven

Settlement of the Value of Allocated Shares

Each beneficiary shall reimburse the Bank, in cash the full nominal value of the allocated shares on the ownership date.



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Article Eight**Voting and Dividends Rights Prior to Vesting Date**

The right to attend and vote in CIB's General Assemblies, as well as the entitlement to cash dividends, shall become exercisable once the nominal value of the allocated shares is fully settled and the shares are released.

Article Nine**Sale of the Allocated Shares**

Upon fulfillment of all terms set forth herein, ESOP beneficiaries shall have the ownership of shares. Upon release, beneficiaries shall enjoy all shareholders' rights, including dividends payouts and voting rights in the General Assemblies.

Article Ten**Dismissal or Resignation or Retirement or Disability or Death**

In the event of termination of employment due to resignation or dismissal before the ownership transfer date, the beneficiary shall not be entitled to any right except in the following situations:

- 1) **Death:** In case of death during the period of the 'Promise to Sell Agreement', inheritors shall be entitled to receive the allocated shares on the vesting date provided that three consecutive years have elapsed from the 'Promise to Sell' date. In such case, the shares nominal value will be settled by the Bank.
- 2) **Unpaid Leave:** In case the beneficiary takes unpaid leave, he/she will receive a number of shares allocated proportionally equal to the actual time spent after fulfilling the terms stated herein.
- 3) **Disability:** In case of disability that ends the beneficiary's employment at the Bank or its subsidiaries, the beneficiary shall be granted the allocated shares on the vesting date after full payment of the shares' nominal value, provided that three consecutive years have elapsed from the 'Promise to Sell' date.
- 4) **Pension:** In case the beneficiary reaches the age of pension prior to the vesting date, the beneficiary shall be granted the allocated shares on the vesting date after full payment of the shares' nominal value, provided that three consecutive years have elapsed from the 'Promise to Sell' date.

Article Eleven**Plan's Management**

CIB's Human Resources department shall be in charge of the plan's execution process under the supervision of both the Compensation Committee and the Board of Directors.



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Article Twelve

Amendment of the Plan

The plan shall not be amended unless approved by beneficiaries who own at least 75% of the shares under the 'Promise to Sell' agreement. Any amendment shall be made by a resolution of the Bank's Extraordinary General Assembly. In all cases, the Bank's Extraordinary General Assembly is committed to execute all 'Promise to Sell' Agreements concluded prior to the release of any amendment thereof.

Article Thirteen

Disputes Settlement

The 'Promise to Sell' Agreement signed between CIB and ESOP beneficiary shall be governed by the Egyptian Laws. Any dispute or claim in relation to this plan shall be subject to and settled through arbitral proceedings in accordance with the rules of the Cairo Regional Centre for International Commercial Arbitration and its resolutions shall be issued in Arabic.



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Commercial International Bank - Egypt (CIB)
Employees' Stock Ownership Plan (ESOP)
For Employees and Managers of the Bank and its Subsidiaries

Promise to Sell Agreement

This agreement is entered on xxxxxxxx corresponding to xx / xx/ xx into and between:

First: Commercial International Bank – Egypt (CIB), having its head office at 21/ 23 Charles de Gaulle Street, Giza and represented herein by xxxx in his/her capacity as xxxx (**hereinafter referred to as: “the Bank”**)

Second: xxxx having a national ID number xxxxx (**hereinafter referred to as: “the Eligible Employee”**)

(The Bank and the Eligible Employee are collectively referred to hereinafter as: “the parties”)

Preamble

Whereas the Bank has adopted, pursuant to its Articles of Association, an Employees' Stock Ownership Plan for employees, managers, Executive Board Members, and those serving in its subsidiaries or seconded thereto by the Bank (hereinafter referred to as the “ESOP”); such plan is based on a 'Promise to Sell' part of the Bank's shares to the eligible employee in accordance with the terms and conditions of the Ministerial Decree 282 of the year 2005.

Whereas, the eligible employee is currently occupying the position of xxxxx, and whereas the parties desire to execute this Agreement to regulate the entitlement of the eligible employee under the ESOP.

Therefore, both parties agreed on the following:

First clause

The above preamble and the attached Annex, as well as, the Bank's Articles of Association and the ESOP are part and parcel of this Agreement.

I, the undersigned beneficiary, hereby irrevocably warrant and confirm my awareness of, acceptance of, and compliance with all terms and conditions of the Bank's incentive program ESOP.

Second clause

Bank's Acknowledgment

The Bank hereby acknowledges that the eligible employee is meeting all enrollment conditions to the ESOP which had been suggested by the Bank's Board of Directors and approved by the Extraordinary General Assembly in its meeting dated March 15, 2026.



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Third clause

Promise to Sell

Without prejudice to clauses (4) & (5) below, the Bank hereby undertakes to transfer the ownership of (X number of shares) provided; the elapse of the mandatory retention period of not less than three consecutive years while the eligible employee remains in the service of the Bank and/or its subsidiaries, and the aggregate nominal value of the purchased shares has been fully paid prior to the release of the shares.

Fourth Clause

Conditions for Validity of the Promise

Without prejudice to clause (5) below, the Bank's 'Promise to Sell' may not be valid unless all of the following conditions are met:

- 4-1 The eligible employee is in actual service of the Bank and/or its subsidiaries or seconded thereto on the date xxxxx (hereinafter referred to as: "the due date/dates").
- 4-2 The eligible employee has a minimum performance rating of "Good" in accordance with the internal regulations applicable at the Bank and/or its subsidiaries in the year preceding the execution of this Agreement.
- 4-3 The Bank has achieved the net profit set out in its annual budget approved by the Board of Directors.
- 4-4 The eligible employee shall continue to serve the Bank and/or its subsidiaries or seconded thereto for at least three consecutive years after the allocation date (actual service).
- 4-5 The eligible employee has fully paid the aggregate nominal value of the purchased shares.

Fifth clause

Vesting Notification

If the conditions specified in clause (4) above are successfully fulfilled, the Bank shall promptly notify the eligible employee of the implementation of its promise in the due date and such notification should be served to the latest address of the eligible employee as per the Bank's records, in the form embedded in attached Annex.

Sixth Clause

Term of the Agreement

- 6-1 This Agreement shall remain valid for three years from the date of the 'Promise to Sell'.
- 6-2 In case of absence of any condition specified in clause (4) above, the Bank shall be fully exempted from its obligations hereunder, and the 'Promise to Sell' will be null and void.



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Seventh Clause

Exceptional Cases

- 7-1 In case the eligible employee reaches the pension age prior to the elapse of the above mentioned three years, he/she shall receive on the due date the full allocated shares provided that three consecutive years from the 'Promise to Sell' date have elapsed and the full nominal value is paid.
- 7-2 In case of death during the period of the 'Promise to Sell', the eligible employee's inheritors shall be entitled to receive the allocated shares on the due date, provided that three consecutive years from the 'Promise to Sell' date have elapsed, and in that case the shares nominal value will be settled by the Bank.
- 7-3 In case the eligible employee takes unpaid leave, he/she will receive a number of shares allocated proportionally equal to the percentage of actual time spent at the Bank and/or its subsidiaries, after fulfilling the terms stated herein.
- 7-4 In case of disability that ends the eligible employee's employment at the Bank or its subsidiaries, he/she shall be granted the allocated shares on the vesting date after full payment of the shares' nominal value, provided that three consecutive years have elapsed from the 'Promise to Sell' date.

Eighth Clause

Governing Law and Dispute Resolution

This Agreement is governed by the Egyptian Law and any disputes or claims in relation to this Agreement shall be subject to and settled through arbitral proceedings in accordance with the rules of the Cairo Regional Centre for International Commercial Arbitration, and its resolutions shall be issued in Arabic.

Ninth clause

Counterparts

This Agreement is executed in two counterparts.

First Party	Second Party
Commercial International Bank – Egypt (CIB)	The Eligible Employee
Name: xxxxxxxxxxxx	Name: xxxxxxxxxxxxxxxx
Signature: xxxxxxxxxxxxxxxx	Signature: xxxxxxxxxxxx

