

STATUTORY AUDITORS' SPECIAL REPORT FOR THE FINANCIAL YEAR ENDED 31 DECEMBER 2019

As your company's statutory auditors, we hereby present to you our report on related party agreements in accordance with the provisions of Articles 56-59 of Act No. 17-95 as amended and completed by Act No. 20-05 and Act No. 78-12 and their application decrees.

It is our responsibility to present to you the main terms and conditions of the agreements that have been disclosed to us by the Chairman of the Board or ascertained when carrying out our assignment, without commenting on their relevance or substance or searching for any undisclosed agreements. Under the provisions of the above Act, it is your responsibility to determine whether these agreements should be approved.

We performed the procedures that we deemed necessary in accordance with Moroccan accounting standards. These procedures consisted of checking that the information given to us was consistent with the underlying documents.

1. AGREEMENTS ENTERED INTO DURING 2019

1.1. Shareholders' agreement between CDC, FinanceCom, RMA, BANK OF AFRICA – BMCE Group and BOA Group

Person(s) concerned:

- Mr Othman BENJELLOUN is Chairman of RMA's Supervisory Board, Chairman and Chief Executive Officer of FinanceCom and also Chairman and Chief Executive Officer of BANK OF AFRICA – BMCE Group
- Mr Zouheir BENSALD, Chief Executive Officer of RMA and a Director of FinanceCom, is also a Director of BANK OF AFRICA – BMCE Group
- Mr Hicham EL AMRANI, Deputy Chief Executive Officer of FinanceCom and a Director of RMA, is also a Director of BANK OF AFRICA – BMCE Group
- Mr Brahim BENJELLOUN-TOUIMI, a Director of RMA, is also Group Executive Managing Director of BANK OF AFRICA – BMCE Group.

Main terms and conditions:

With CDC Group acquiring a stake in BANK OF AFRICA – BMCE Group, a shareholder agreement was signed with CDC Group.

The Shareholders' Agreement primarily aims to bolster and/or broaden existing practices in social and environmental responsibility (CSR) and business integrity, consistent with international standards, while ensuring the equal treatment of shareholders.

The limited rights to which CDC is entitled as an investor comprise standard defensive rights affording it a minimum level of protection and ensuring that it is able to monitor the fundamental aspects of its investment without getting involved in the strategic, operational or day-to-day management decisions of BANK OF AFRICA - BMCE Group.

The Shareholders' Agreement does not therefore contain (i) a voting agreement between FinanceCom/RMA and CDC for the purpose of influencing the decisions of BANK OF AFRICA - BMCE Group, (ii) a power of veto benefiting CDC, (iii) a reinforced quorum or majority rule benefiting CDC, or (iv) an obligation to act in concert on financial markets to acquire or sell voting rights attached to BANK OF AFRICA - BMCE Group's shares. Similarly, FinanceCom / RMA will not be under any obligation to purchase the shares in BANK OF AFRICA - BMCE Group held by CDC. Lastly, no liquidity or profitability guarantee has been granted to CDC.

Amount(s) recognised:

This agreement did not have any impact on BANK OF AFRICA – BMCE Group's financial statements for the period ended 31 December 2019.

1.2 Contract between BANK OF AFRICA – BMCE Group, O'Tower and Société Générale Marocaine de Banque to open a line of credit

Person(s) concerned:

- Mr Othman BENJELLOUN, Chairman and Chief Executive Officer of BANK OF AFRICA – BMCE Group, is also Chairman of O'Tower's Board
- Mr Zouheir BENSALD, Director of BANK OF AFRICA – BMCE Group, is also a Director of O'Tower
- Mr Hicham EL AMRANI, Director of BANK OF AFRICA – BMCE Group, is also a Director of O'Tower

- Mr Brahim BENJELLOUN-TOUIMI, Group Executive Managing Director of BANK OF AFRICA – BMCE Group, is also a Director of O'Tower
- Mr Mounir CHRAIBI, Delegated General Manager of BANK OF AFRICA – BMCE Group, is also a Director of O'Tower

Main terms and conditions:

The purpose of this contract, entered into 21 January 2019, is to establish the terms and conditions by which SGMB will open a line of credit for O'Tower, secured by a first demand guarantee by BANK OF AFRICA – BMCE Group, amounting to MAD 830 million, incurring a 0.25% fee and 2% interest at maturity 30 September 2022.

O'Tower is responsible for paying annual fees which will be debited from its account on a monthly basis. O'Tower expressly undertakes to constitute the relevant provision as soon as the said guarantee comes into force.

The amount of cash collateral constituted by the guarantee for SGMB must at all times cover the outstanding guarantee issued by the latter.

O'Tower undertakes to repay the amounts, comprising principal, fees, expenses and incidentals, called up in respect of the guarantees, prior to the date on which the letter of guarantee relating to the payment expires.

This Contract, which is for a fixed 4-year period, will take effect from the date that it is signed by the Parties.

Amount(s) recognised:

In respect of this agreement, BANK OF AFRICA – BMCE Group recognised income of MAD 576 K for the period ended 31 December 2019.

1.3 Addendum to the subordinated loan contract between BANK OF AFRICA – BMCE Group and BMCE BANK INTERNATIONAL

Person(s) concerned:

- Mr Brahim BENJELLOUN-TOUIMI, Director of BMCE BANK INTERNATIONAL Plc, is also Group Executive Managing Director of BANK OF AFRICA – BMCE Group
- Mr Mohammed AGOUMI, Director of BMCE BANK INTERNATIONAL Plc, is also Delegated General Manager of BANK OF AFRICA – BMCE Group

Main terms and conditions:

Under the terms of this addendum entered into in May 2019, agreement was reached to extend the maturity date of the EUR 17,700,000 subordinated loan granted in 2010 by BANK OF AFRICA – BMCE Group to BBI.

The rate of interest will increase from 2% to 4% and repayment will occur on the sixteenth rather than thirteenth anniversary.

Amount(s) recognised:

In respect of this agreement, BANK OF AFRICA – BMCE Group recognised income of MAD 5,447 K for the period ended 31 December 2019.

1.4. Financing agreement between BANK OF AFRICA – BMCE Group and BMCE Bank International

Person(s) concerned:

- Mr Brahim BENJELLOUN-TOUIMI, Director of BMCE BANK INTERNATIONAL Plc, is also Group Executive Managing Director of BANK OF AFRICA – BMCE Group
- Mr Mohammed AGOUMI, Director of BMCE BANK INTERNATIONAL Plc, is also Delegated General Manager of BANK OF AFRICA – BMCE Group

Main terms and conditions:

Under the terms of this agreement signed in May 2019, BANK OF AFRICA – BMCE Group shall provide BBI with a financing line of up to USD 315 million, to be drawn down in one or more instalments. This funding will enable BBI to satisfy its internal needs as well as complying with regulatory capital requirements.

As far as remuneration is concerned, interest payable on the loans will be agreed by the parties based on market conditions.

Amount(s) recognised:

In respect of this agreement, BANK OF AFRICA – BMCE Group recognised income of MAD 66,470 K for the period ended 31 December 2019

1.5. Addendum to the services contract between BANK OF AFRICA – BMCE Group and BMCE Euroservices (2018)

Person(s) concerned:

- Mr Brahim BENJELLOUN TOUIMI, Chairman of BMCE EuroServices' Board, is also Group Executive Managing Director of BANK OF AFRICA – BMCE Group
- Mr Omar TAZI, Assistant Director of BMCE EuroServices, is also Delegated General Manager of BANK OF AFRICA – BMCE Group
- Messrs Driss BENJELLOUN, Mohamed AGOUMI and Mounir CHRAIBI, Directors of BMCE EuroServices, are also Delegated General Managers of BANK OF AFRICA – BMCE Group

Main terms and conditions:

This addendum to the agreement between BANK OF AFRICA – BMCE Group and BMCE Euroservices, entered into 15 June 2018, provides the latter with the option of offering certain customers a higher rate of interest on their deposits compared to the standard rate offered by BANK OF AFRICA – BMCE Group. The resulting additional financial cost will be borne by BMCE Euroservices by way of a reduction in its remuneration.

Amount(s) recognised:

The impact from this agreement is included in the remuneration paid to BES (cf. 2.43).

1.6. Services agreement between BANK OF AFRICA – BMCE Group and RM Experts relating to debt recovery

Person(s) concerned:

- Mr Brahim BENJELLOUN-TOUIMI, Group Executive Managing Director of BANK OF AFRICA – BMCE Group, is also a Director of RM EXPERTS
- Mr M'Fadel EL HALAISSI, Delegated General Manager of BANK OF AFRICA – BMCE Group, is also Chairman and Chief Executive Officer of RM EXPERTS
- Mr Khalid LAABI, Delegated General Manager of BANK OF AFRICA – BMCE Group, is also a Director of RM EXPERTS

Main terms and conditions:

In the wake of the changes made in June 2019 to RM Experts' governance, an agreement was entered into to establish the terms and conditions by which (i) BANK OF AFRICA - BMCE Group will mandate RM EXPERTS to manage recovery from its customers of non-performing loans either amicably or by taking legal action or by any other procedure deemed useful for recovering the amounts due (ii) RM EXPERTS will help BANK OF AFRICA - BMCE Group establish an efficient entity responsible for recovering non-performing loans from its customers.

This agreement, signed 13 February 2020, covers the costs incurred by RM Experts over the period from 13 June 2019 to 13 December 2019, when carrying out debt recovery on behalf of BANK OF AFRICA - BMCE Group.

The said agreement is for a fixed period ending 31 December 2019.

Amount(s) recognised:

The impact from this agreement is included in the remuneration paid by BANK OF AFRICA – BMCE Group to RM EXPERTS (cf. 2.40).

2. AGREEMENTS ENTERED INTO IN PREVIOUS YEARS WHICH REMAINED IN FORCE DURING 2019

2.1. Management agreement between BANK OF AFRICA – BMCE Group and Maroc Factoring

Person(s) concerned:

- Mr Brahim BENJELLOUN-TOUIMI, Chairman of Maroc Factoring's Supervisory Board, is also Group Executive Managing Director of BANK OF AFRICA – BMCE Group
- Mr Driss BENJELLOUN, a member of Maroc Factoring's Supervisory Board, is also Delegated General Manager of BANK OF AFRICA – BMCE Group
- Mr M'Fadel EL HALAISSI, a member of Maroc Factoring's Supervisory Board, is also Delegated General Manager of BANK OF AFRICA – BMCE Group

Main terms and conditions:

Following on from the agreement entered into with Maroc Factoring in 2016, a management agreement was signed in March 2018 by which BANK OF AFRICA – BMCE Group shall fully and exclusively entrust Maroc Factoring with the management of its factoring business on its behalf.

As far as remuneration is concerned, Maroc Factoring shall receive a management fee based on a pre-set formula (receivables assigned, general operating expenses etc.). A minimum management fee has been agreed which will be no less than the total fees invoiced in 2017 i.e. MAD 14.7 million exclusive of taxes.

This agreement is for a 1-year period and may be automatically renewed by a further year.

Amount(s) recognised:

In respect of this agreement, BANK OF AFRICA – BMCE Group recognised an expense of MAD 20,610 K for the period ended 31 December 2019.

2.2. Lease contract between BANK OF AFRICA – BMCE Group and RM Experts**Person(s) concerned:**

- Mr Brahim BENJELLOUN-TOUIMI, Group Executive Managing Director of BANK OF AFRICA – BMCE Group, is also a Director of RM Experts
- Mr M'Fadel EL HALAISSI, Delegated General Manager of BANK OF AFRICA – BMCE Group, is also a Director of RM Experts

Main terms and conditions:

Under the terms of this contract, BANK OF AFRICA – BMCE Group shall lease to RM Experts mezzanine office space covering a total surface area of 86.40 m² and office space covering a total surface area of 243.87m² on the first floor of the Lina 250 building in Sidi Maarouf, Casablanca, whose land title number is No. 1,477/47.

The monthly rental payment is set at MAD 14,967.68 inclusive of taxes, including the communal services tax charged at a rate of 10.5% of the rental amount exclusive of taxes. This may be revised annually at a rate of 3.5% of the rental amount exclusive of taxes.

This lease contract is for a 3-year period and may be automatically renewed from 1 April 2018.

Amount(s) recognised:

In respect of this agreement, BANK OF AFRICA – BMCE Group recognised income of MAD 156 K for the period ended 31 December 2019.

2.3. Agency agreement between BANK OF AFRICA – BMCE Group and Damane Cash**Person(s) concerned:**

- Mr Mounir CHRAIBI, Chairman of the Board of Damane Cash, is also Delegated General Manager of BANK OF AFRICA – BMCE Group
- Messrs M'Fadel EL HALAISSI and Omar TAZI, Directors of Damane Cash, are also Delegated General Managers of BANK OF AFRICA – BMCE Group

Main terms and conditions:

Under the terms of this agency agreement entered into with Western Union Network for the purpose of offering Western Union-branded money transfer services in Morocco, Damane Cash is entitled to entrust the provision of these services to BANK OF AFRICA – BMCE Group.

BANK OF AFRICA – BMCE Group shall therefore undertake to offer a money transfer service across its entire network in compliance with applicable legislation and in accordance with the terms and conditions outlined in Western Union's fee schedules, International Service Reference Guide, policies and regulations.

As far as payment terms are concerned, BANK OF AFRICA – BMCE Group shall retrocede to Damane Cash the principal amount for each money transfer services transaction carried out via the Bank, as well as any fees or other charges invoiced in connection with the said transaction.

This agreement is for a 5-year period, taking effect on the date that it is signed. It may be automatically renewed for successive 1-year periods.

Amount(s) recognised:

This agreement did not have any impact on BANK OF AFRICA – BMCE Group's financial statements for the period ended 31 December 2019.

2.4. Shareholders' current account advance agreement between BANK OF AFRICA – BMCE Group and FARACHA IMMO

Person(s) concerned:

- Mr Mounir CHRAIBI, co-manager FARACHA IMMO, is also Delegated General Manager of BANK OF AFRICA – BMCE Group

Main terms and conditions:

The purpose of this agreement is to establish the terms and conditions by which BANK OF AFRICA – BMCE Group shall provide FARACHA IMMO with a shareholders' current account advance amounting to MAD 299,142 K net, repayable at the maximum statutory rate of interest rate applicable for shareholders' current account advances in 2018 of 2.2%, as determined by order of the Minister of the Economy and Finance No. 589-18 of 27 February 2018.

This agreement will take effect from the date that it is signed by the Parties.

It shall expire, except in the event of early termination, when FARACHA IMMO has repaid the advance to BANK OF AFRICA – BMCE Group in full.

Amount(s) recognised:

This agreement did not have any impact on BANK OF AFRICA – BMCE Group's financial statements for the period ended 31 December 2019.

2.5. Shareholders' current account advance agreement between BANK OF AFRICA – BMCE Group and NEJIMI IMMO

Person(s) concerned:

Mr Mounir CHRAIBI, co-manager of NEJIMI IMMO, is also Delegated General Manager of BANK OF AFRICA – BMCE Group

Main terms and conditions:

The purpose of this agreement is to establish the terms and conditions by which BANK OF AFRICA – BMCE Group shall provide NEJIMI IMMO with a shareholders' current account advance amounting to MAD 60,217 K net, repayable at the maximum statutory rate of interest rate applicable for shareholders' current account advances in 2018 of 2.2%, as determined by order of the Minister of the Economy and Finance No. 589-18 of 27 February 2018.

This agreement will take effect from the date that it is signed by the Parties.

It shall expire, except in the event of early termination, when NEJIMI IMMO has repaid the advance to BANK OF AFRICA – BMCE Group in full.

Amount(s) recognised:

In respect of this agreement, BANK OF AFRICA – BMCE Group recognised repayment of sums totalling MAD 60,217 K for the period ended 31 December 2019.

2.6. Shareholders' current account advance agreement between BANK OF AFRICA – BMCE Group and KRAKER IMMO

Person(s) concerned:

Mr CHRAIBI, co-manager of KRAKER IMMO, is also Delegated General Manager of BANK OF AFRICA – BMCE Group

Main terms and conditions:

The purpose of this agreement is to establish the terms and conditions by which BANK OF AFRICA – BMCE Group shall provide KRAKER IMMO with a shareholders' current account advance amounting to MAD 53,432 K net, repayable at the maximum statutory rate of interest rate applicable for shareholders' current account advances in 2018 of 2.2%, as determined by order of the Minister of the Economy and Finance No. 589-18 of 27 February 2018.

This agreement will take effect from the date that it is signed by the Parties.

It shall expire, except in the event of early termination, when KRAKER IMMO has repaid the advance to BANK OF AFRICA – BMCE Group in full.

Amount(s) recognised:

In respect of this agreement, BANK OF AFRICA – BMCE Group recognised repayment of sums totalling MAD 53,432 K for the period ended 31 December 2019.

2.7. Amendment to the agreement between BANK OF AFRICA – BMCE Group and RM Experts

Person(s) concerned:

- Mr Brahim BENJELLOUN-TOUIMI, Group Executive Managing Director of BANK OF AFRICA – BMCE Group, is also a Director of RM Experts;
- Mr M'Fadel EL HALAISSI, Delegated General Manager of BANK OF AFRICA – BMCE Group, is also a Director of RM Experts

Main terms and conditions:

Entered into 24 December 2010, the agreement exclusively appoints RM EXPERTS to recover the non-performing loan dossiers entrusted to it by BANK OF AFRICA – BMCE Group.

Under the terms of this amendment, BANK OF AFRICA – BMCE Group shall appoint RM Experts to undertake any enquiry requested of it into the financial situation or assets of individuals, legal entities or companies or for any other information.

RM Experts must thereby provide BANK OF AFRICA – BMCE Group with all possible information, regardless of its nature, to enable BANK OF AFRICA – BMCE Group to gain an insight into the situation of such persons, prior to it granting the loan.

RM Experts is authorised by BANK OF AFRICA – BMCE Group to carry out any investigation that may be required to successfully carry out the assignment entrusted to it, either directly by its own means or by calling upon other service providers if needed.

The services will be priced on the basis of the region and type of asset in question.

Amount(s) recognised:

This agreement did not have any impact on BANK OF AFRICA – BMCE Group's financial statements for the period ended 31 December 2019.

2.8. Services agreement between BANK OF AFRICA – BMCE Group and GNS Technologies

Person(s) concerned:

- Mr Mounir CHRAIBI, Chairman of GNS Technologies' Board, is also Delegated General Manager of BANK OF AFRICA – BMCE Group
- Mr M'Fadel EL HALAISSI, Delegated General Manager of BANK OF AFRICA – BMCE Group, is also a Director of GNS Technologies
- Mr Omar TAZI, Delegated General Manager of BANK OF AFRICA – BMCE Group, is also a Director of GNS Technologies

Main terms and conditions:

The purpose of this services agreement, entered into in August 2017, is to define the contractual framework governing the relationship between BANK OF AFRICA – BMCE Group and GNS Technologies by clarifying the scope and terms and conditions for undertaking the services provided, as well as each party's obligations.

Under the terms of this agreement, GNS Technologies shall undertake to provide each of the services specified in the said agreement's annex.

As far as remuneration is concerned, it is agreed that GNS Technologies will receive an annual fee of MAD 100,000 exclusive of taxes, a fee of 6 dirhams exclusive of taxes per completed transaction in providing the Rapido service as well as fees in relation the card and payment business. BANK OF AFRICA – BMCE Group shall retrocede to GNS Technologies any fees relating to local and international prepaid card transactions.

This agreement is for a 3-year period. At the end of this initial period, the agreement may be automatically renewed from one year to the next.

Amount(s) recognised:

This agreement did not have any impact on BANK OF AFRICA – BMCE Group's financial statements for the period ended 31 December 2019.

2.9. Agency agreement between BANK OF AFRICA – BMCE Group and Damane Cash, a money transfer company, relating to transactions carried out by credit institutions

Person(s) concerned:

- Mr Mounir CHRAIBI, Chairman of the Board of Damane Cash, is also Delegated General Manager of BANK OF AFRICA – BMCE Group

- Mr M'Fadel EL HALAISSI, a Director of Damane Cash, is also Delegated General Manager of BANK OF AFRICA – BMCE Group
- Mr Omar TAZI, a Director of Damane Cash, is also Delegated General Manager of BANK OF AFRICA – BMCE Group

Main terms and conditions:

BANK OF AFRICA – BMCE Group shall entrust to Damane Cash, a wholly-owned indirect subsidiary of the Bank, an agency mandate relating to transactions carried out by credit institutions within the framework of marketing domestic and international prepaid bank cards to BANK OF AFRICA – BMCE Group customers and to approved partners within the Damane Cash network which shall undertake to comply with the Bank's vigilance and compliance requirements.

This is a five-year automatically renewable agreement.

Amount(s) recognised:

This agreement did not have any impact on BANK OF AFRICA – BMCE Group's financial statements for the period ended 31 December 2019.

2.10. Sales and lease-back agreement financed by MAGHREBAIL in favour of BANK OF AFRICA – BMCE Group

Person(s) concerned:

- Mr Azeddine GUESSOUS, Chairman of Maghrebail, is also a Director of BANK OF AFRICA – BMCE Group
- Messrs Othman BENJELLOUN, Zouheir BENSaid and Brahim BENJELLOUN-TOUIMI, Directors of Maghrebail, are also respectively Chairman and Chief Executive Officer, Director and Group Executive Managing Director of BANK OF AFRICA – BMCE Group
- Mr M'Fadel EL HALAISSI, a Director of Maghrebail, is also Delegated General Manager of BANK OF AFRICA – BMCE Group

Main terms and conditions:

Under the terms of the agreement, BANK OF AFRICA – BMCE Group shall enter into a sale and lease-back transaction with MAGHREBAIL relating to a series of IT programmes and solutions.

The agreement, entered into at end-December 2017, relates to equipment lease finance of MAD 561,938 K inclusive of taxes over a 60-month period, with the unitary rental payment set at MAD 8,794 K exclusive of taxes.

Amount(s) recognised:

In respect of this agreement, BANK OF AFRICA – BMCE Group recognised an expense of MAD 109,965 K for the period ended 31 December 2019.

2.11. Agreement between BANK OF AFRICA – BMCE Group and BMCE Capital Bourse

Person(s) concerned:

- Mr Zouheir BENSaid, a member of BMCE Capital's Supervisory Board, is also a Director of BANK OF AFRICA – BMCE Group

Main terms and conditions:

Under the terms of this agreement entered into in February 2016, BMCE Capital Bourse shall delegate to BANK OF AFRICA – BMCE Group the operational and technical handling of its asset custody business.

In consideration, BMCE Capital Bourse shall pay an annual fee of MAD 50,000 exclusive of taxes. Furthermore, it shall remain liable to Maroclear for all membership fees and taxes.

This is a one-year automatically renewable agreement.

Amount(s) recognised:

This agreement did not have any impact on BANK OF AFRICA – BMCE Group's financial statements for the period ended 31 December 2019.

2.12. Advisory mandate between BANK OF AFRICA – BMCE Group and BMCE Capital Titrisation relating to the securitisation of mortgage-backed securities

Person(s) concerned:

- Mr Brahim BENJELLOUN-TOUIMI, Chairman of BMCE Capital's Supervisory Board, is also Group Executive Managing Director of BANK OF AFRICA – BMCE Group

- Mr Zouheir BENSALD, a member of BMCE Capital's Supervisory Board, is also a Director of BANK OF AFRICA – BMCE Group
- Mr Driss BENJELLOUN, a member of BMCE Capital's Supervisory Board, is also Delegated General Manager of BANK OF AFRICA – BMCE Group
- Mr M'Fadel EL HALAÏSSI, a member of BMCE Capital's Supervisory Board, is also Delegated General Manager of BANK OF AFRICA – BMCE Group

Main terms and conditions:

Under the terms of this agreement, BANK OF AFRICA – BMCE Group shall entrust to BMCE Capital Titrisation the securitisation of the Group's mortgage-backed securities.

This agreement is for a 12-month period taking effect on the date that it is signed and may be automatically renewed by 3-month periods if required.

As far as remuneration is concerned, a flat-rate fee of MAD 1 million exclusive of taxes will be charged on the date that the agreement is signed and shall end as soon as the deal is completed.

Amount(s) recognised:

This agreement did not have any impact on BANK OF AFRICA – BMCE Group's financial statements for the period ended 31 December 2019.

2.13. Mandate between BANK OF AFRICA – BMCE Group and BMCE Capital Titrisation to arrange a real estate asset securitisation deal

Person(s) concerned:

- Mr Brahim BENJELLOUN-TOUIMI, Chairman of BMCE Capital's Supervisory Board, is also Group Executive Managing Director of BANK OF AFRICA – BMCE Group
- Mr Zouheir BENSALD, a member of BMCE Capital's Supervisory Board, is also a Director of BANK OF AFRICA – BMCE Group
- Mr Driss BENJELLOUN, a member of BMCE Capital's Supervisory Board, is also Delegated General Manager of BANK OF AFRICA – BMCE Group
- Mr M'Fadel EL HALAÏSSI a member of BMCE Capital's Supervisory Board, is also Delegated General Manager of BANK OF AFRICA – BMCE Group.

Main terms and conditions:

In a context of optimising limited resources, BANK OF AFRICA – BMCE Group intends to manage its balance sheet as effectively as possible in relation to its sizeable real estate assets.

By transferring its real estate assets, BANK OF AFRICA – BMCE Group will be able to: (i) free up a portion of the capital mobilised on its balance sheet under liabilities in respect of these assets and (ii) generate fresh cash reserves by ceding these assets.

Under the terms of this agreement, BMCE Capital Titrisation is appointed as arranger for the Group's first real estate securitisation deal. This inaugural deal will be for a sum of between MAD 500 million and MAD 1 billion exclusive of taxes.

This agreement is for a 12-month period taking effect on the date that it is signed. It may be automatically renewed by additional 3-month periods, if required, and shall end as soon as the deal is completed.

As far as the structuring fee is concerned, a retainer fee of MAD 1 million exclusive of taxes will be charged on the date that the mandate is signed. A success fee of 0.4% exclusive of taxes will be paid in the event that the deal is completed successfully.

As far as the placing fee is concerned, remuneration of 0.2% exclusive of taxes of the total deal size will be paid at the delivery/settlement date.

Amount(s) recognised:

This agreement did not have any impact on BANK OF AFRICA – BMCE Group's financial statements for the period ended 31 December 2019.

2.14. Addendum to the agreement relating to the management of financial market and custody operations

Person(s) concerned:

- Mr Brahim BENJELLOUN-TOUIMI, Chairman of BMCE Capital's Supervisory Board, is also Group Executive Managing Director of BANK OF AFRICA – BMCE Group
- Mr Amine BOUABID, a member of BMCE Capital's Supervisory Board, is also a Director of BANK OF AFRICA – BMCE Group
- Mr Zouheir BENSAID, a member of BMCE Capital's Supervisory Board, is also a Director of BANK OF AFRICA – BMCE Group
- Mr Driss BENJELLOUN, a member of BMCE Capital's Supervisory Board, is also Delegated General Manager of BANK OF AFRICA – BMCE Group
- Mr M'Fadel EL HALAISSI a member of BMCE Capital's Supervisory Board, is also Delegated General Manager of BANK OF AFRICA – BMCE Group

Main terms and conditions:

The purpose of this addendum, entered into 29 April 2016, is to amend the scope of delegated activities to enable BMCE Capital to provide to BANK OF AFRICA – BMCE Group with any type of specialised service or benefit in terms of research, analysis or financial appraisal.

This agreement is for an indefinite period.

The annual remuneration shall remain unchanged at 15% of the surplus, by comparison with MAD 100 million, of the gross operating income generated by BANK OF AFRICA – BMCE Group's capital market operations and will be between MAD 20 million and MAD 30 million.

Amount(s) recognised:

In respect of this agreement, BANK OF AFRICA – BMCE Group recognised an expense of MAD 59,743 K in respect of the delegated management component and MAD 34,386 K in respect of the variable remuneration component for the period ended 31 December 2019.

2.15. Agreement between BANK OF AFRICA – BMCE Group and FinanceCom to provide assistance and services

Person(s) concerned:

- Mr Othman BENJELLOUN, Chairman of FinanceCom, is also Chairman and Chief Executive Officer of BANK OF AFRICA – BMCE Group
- Mr Zouheir BENSAID is a Director of both companies
- Mr Brahim BENJELLOUN-TOUIMI, a Director of FinanceCom, is also Group Executive Managing Director of BANK OF AFRICA – BMCE Group

Main terms and conditions:

Under the terms of the agreement entered into by BANK OF AFRICA – BMCE Group and FinanceCom, the latter shall undertake to provide BANK OF AFRICA – BMCE Group with assistance in drawing up its Strategic Plans, research, implementing partnerships in Morocco and overseas, generating commercial synergies and support.

This agreement is automatically renewable.

Remuneration shall amount to 0.3% of BANK OF AFRICA – BMCE Group's net banking income, in addition to re-invoicing for FinanceCom staff seconded to the Bank for a pre-determined period and any justifiable expenses incurred.

Amount(s) recognised:

In respect of this agreement, BANK OF AFRICA – BMCE Group recognised a total expense of MAD 43,630 K for the period ended 31 December 2019.

2.16. Shareholders' current account advance agreement in favour of O'TOWER between FINANCECOM, BANK OF AFRICA – BMCE GROUP and RMA

Person(s) concerned:

- Mr Othman BENJELLOUN, Chairman and Chief Executive Officer of BANK OF AFRICA – BMCE Group, is also Chairman of O TOWER's Board

- Mr Zouheir BENSALD, a Director of BANK OF AFRICA – BMCE Group, is also a Director of O TOWER
- Mr Mounir CHRAIBI, Delegated General Manager of BANK OF AFRICA – BMCE Group, is also a Director of O TOWER

Main terms and conditions:

Under the terms of this agreement entered into 1 January 2015, BANK OF AFRICA – BMCE GROUP, FINANCECOM and RMA WATANYA, shareholders in O TOWER, with FINANCECOM holding a 15% stake, RMA WATANYA a 37% stake and BANK OF AFRICA – BMCE GROUP a 48% stake, shall accept to provide O TOWER with a shareholders' current account advance at 2.21% interest. The purpose of this current account advance is to provide temporary funding for O TOWER's operations.

This agreement has been entered into for a twelve-month (12) period beginning 1 January 2015. Subsequently, it may be automatically renewed by further one-year (1) periods on 31 December of each year.

Amount(s) recognised:

In respect of this agreement, BANK OF AFRICA – BMCE Group converted the sum of MAD 47,898 K from its shareholders' current account into O TOWER shares.

2.17. Addendum to the agreement between SALAFIN and BANK OF AFRICA – BMCE GROUP relating to establishing a customer file recovery management system

Person(s) concerned:

- Mr Brahim BENJELLOUN TOUIMI, Chairman of SALAFIN's Supervisory Board, is also Group Executive Managing Director of BANK OF AFRICA – BMCE Group
- Messrs Mamoun BELGHITI and Amine BOUABID, members of SALAFIN's Supervisory Board, are also Deputy Chief Executive Officers of BANK OF AFRICA – BMCE Group
- Messrs Driss BENJELLOUN and Omar TAZI, members of SALAFIN's Supervisory Board, are also Delegated General Manager of BANK OF AFRICA – BMCE Group

Main terms and conditions:

As part of the project for adopting a joint approach to loan recovery, BANK OF AFRICA – BMCE Group and Salafin entered into a framework agreement 15 September 2008, subsequently modified 5 June 2009, which shall define the terms for establishing a dedicated loan recovery system.

The revised loan recovery policy at the commercial level recommends that the banking network becomes involved by assuming responsibility for the first and second missed payments for all types of product.

The purpose of this amendment is to define the new terms and remit of each party.

As far as remuneration is concerned, since 1 July 2015, Salafin will intervene from the third missed payment and will invoice 13% of the amount recovered with a minimum payment of 60 dirhams exclusive of taxes per customer.

A customer file is managed on the Salafin system until all arrears have been recovered or transferred to those entities defined under the recovery strategy. In the event that the number of customers in arrears is halved, the remuneration will be 5% of the amount recovered with a minimum payment of 60 dirhams exclusive of taxes per customer.

Text messages are invoiced at the same rate as for customer files not managed by Salafin.

Amount(s) recognised:

In respect of this agreement, BANK OF AFRICA – BMCE Group recognised an expense of MAD 11,866 K for the period ended 31 December 2019.

2.18. Deed of sale of the current account between ALLIANCES DARNA and BANK OF AFRICA – BMCE GROUP

Person(s) concerned:

- Mr M'Fadel ELHALAISSI, Delegated General Manager of BANK OF AFRICA – BMCE Group, is also a Director of RIYAD ALNOUR

Main terms and conditions:

Previously, ALLIANCES DARNA held a shareholders' current account with a balance of MAD 250,143 K against RIYAD ALNOUR, a real estate developer in which BANK OF AFRICA – BMCE Group acquired a holding as part of a sale with a buy-back option.

A deed of transfer was signed 21 July 2015 by Alliances Darna and BANK OF AFRICA – BMCE Group, as a result of which the latter became owner of the said shareholders' current account.

Amount(s) recognised:

In respect of this agreement, BANK OF AFRICA – BMCE Group recognised income of MAD 5,630 K for the period ended 31 December 2019.

2.19. Services agreement between BANK OF AFRICA – BMCE GROUP and BMCE CAPITAL**Person(s) concerned:**

- Mr Brahim BENJELLOUN-TOUIMI, Chairman of BMCE Capital's Supervisory Board, is also Group Executive Managing Director of BANK OF AFRICA – BMCE Group
- Mr Amine BOUABID, a member of BMCE Capital's Supervisory Board, is also a Director of BANK OF AFRICA – BMCE Group
- Mr Zouheir BENSAID, a member of BMCE Capital's Supervisory Board, is also a Director of BANK OF AFRICA – BMCE Group
- Mr Driss BENJELLOUN, a member of BMCE Capital's Supervisory Board, is also Delegated General Manager of BANK OF AFRICA – BMCE Group
- Mr M'Fadel EL HALAISSI, a member of BMCE Capital's Supervisory Board, is also Delegated General Manager of BANK OF AFRICA – BMCE Group

Main terms and conditions:

BANK OF AFRICA – BMCE Group and BMCE Capital entered into a services agreement 27 November 2015 effective 1 January 2015.

This agreement shall provide for legal and regulatory assistance in carrying out specific transactions within BANK OF AFRICA – BMCE Group and the drawing up of deeds in BANK OF AFRICA – BMCE Group's name and on its behalf.

This is a one-year automatically renewable agreement.

Amount(s) recognised:

This agreement did not have any impact on BANK OF AFRICA – BMCE Group's financial statements for the period ended 31 December 2019.

2.20. Shareholders' current account agreement between RIYAD ALNOUR and BANK OF AFRICA – BMCE GROUP**Person(s) concerned:**

Mr M'Fadel ELHALAISSI, Delegated General Manager of BANK OF AFRICA – BMCE Group, is also a Director of RIYAD ALNOUR

Main terms and conditions:

Under the terms of this agreement entered into 22 December 2015, BANK OF AFRICA – BMCE Group shall agree to provide RIYAD ALNOUR with a shareholders' current account advance of MAD 221,500 K at 2.21% interest. The purpose of this advance is to enable RIYAD ALNOUR to entirely clear its debts towards BANK OF AFRICA – BMCE Group regarding short- and medium-term loans and overdrawn balances. The amount advanced under the shareholders' current account will be fully repaid in fine on exercising the buy-back option.

Amount(s) recognised:

In respect of this agreement, BANK OF AFRICA – BMCE Group recognised income of MAD 4,986 K for the period ended 31 December 2019.

2.21. Addendum to the agreement between BANK OF AFRICA – BMCE GROUP and BMCE CAPITAL relating to financial market and custody operations**Person(s) concerned:**

- Mr Brahim BENJELLOUN TOUIMI, Chairman of BMCE Capital's Supervisory Board, is also Group Executive Managing Director of BANK OF AFRICA – BMCE Group
- Mr Amine BOUABID, a Director of BANK OF AFRICA – BMCE Group, is also Member of BMCE Capital's Supervisory Board
- Mr Zouheir BENSAID, a Director of BANK OF AFRICA – BMCE Group, is also Member of BMCE Capital's Supervisory Board
- Messrs Driss BENJELLOUN and M'Fadel EL HALAISSI, Delegated General Managers of BANK OF AFRICA – BMCE Group, are also Members of BMCE Capital's Supervisory Board

Main terms and conditions:

This addendum, entered into 18 December 2014, amends the terms and conditions for remunerating BMCE Capital in respect of its management of BANK OF AFRICA – BMCE Group's financial market and custody operations as stipulated in the initial contract of 1999 and in subsequent amendments.

This is a one-year automatically renewable addendum.

Amount(s) recognised:

This agreement did not have any impact on BANK OF AFRICA – BMCE Group's financial statements for the period ended 31 December 2019.

2.22. Shareholders' current account advance agreement between BANK OF AFRICA – BMCE GROUP and BMCE IMMOBILIER (EX MABANICOM)**Person(s) concerned:**

- Mr Mounir CHRAIBI, Chairman of the Board of BMCE IMMOBILIER (ex MABANICOM), is also Delegated General Manager of BANK OF AFRICA - BMCE Group
- Mr M'Fadel EL HALAISSI, a Director of BMCE IMMOBILIER (ex MABANICOM), is also Delegated General Manager of BANK OF AFRICA - BMCE Group
- Mr Omar TAZI, a Director of BMCE IMMOBILIER (ex MABANICOM), is also Delegated General Manager of BANK OF AFRICA - BMCE Group

Main terms and conditions:

Under the terms of this agreement entered into 13 February 2014, BANK OF AFRICA – BMCE Group shall agree to provide BMCE IMMOBILIER (ex MABANICOM) with a shareholders' current account advance in the total net sum of MAD 38,000,000 at 2.21% statutory interest in respect of the period ended 31 December 2013.

The advance has been agreed for a one-year renewable period and it will be repaid by appropriating income arising on the sale of property units acquired by means of the said advance to the company Pack Energy on a gradual basis.

Entered into for a renewable one-year period, the agreement shall expire when BMCE IMMOBILIER (ex MABANICOM) has repaid BANK OF AFRICA - BMCE Group in full.

Amount(s) recognised:

In respect of this agreement, BMCE BANK OF AFRICA recognised income of MAD 855 K for the period ended 31 December 2019.

2.23. Cooperation agreement between BANK OF AFRICA – BMCE GROUP and BMCE IMMOBILIER**Person(s) concerned:**

- Mr Mounir CHRAIBI, Chairman of the Board of BMCE IMMOBILIER (ex MABANICOM), is also Delegated General Manager of BANK OF AFRICA – BMCE Group
- Mr M'Fadel EL HALAISSI, a Director of BMCE IMMOBILIER (ex MABANICOM), is also Delegated General Manager of BANK OF AFRICA – BMCE Group
- Mr Omar TAZI, a Director of BMCE IMMOBILIER (ex MABANICOM), is also Delegated General Manager of BANK OF AFRICA – BMCE Group

Main terms and conditions:

Entered into 3 February 2014, the purpose of this agreement is to carry out the following assignments in consideration for remuneration on an individual assignment basis:

- Real estate brokerage services when requested or required by BANK OF AFRICA – BMCE Group in respect of leasing, purchasing or selling real estate assets owned by or on behalf of BANK OF AFRICA – BMCE Group and BMCE Group;
- Collecting rents and lease payments due to BANK OF AFRICA – BMCE Group and BMCE Group;
- Providing real estate valuation services, researching real estate projects, and notifying the customer of special conditions when requested or required in respect of valuing real estate assets on behalf of BANK OF AFRICA – BMCE Group and BMCE Group;

This agreement is for a period of 3 years.

Amount(s) recognised:

In respect of this agreement, BANK OF AFRICA – BMCE Group recognised an expense of MAD 15,095 K for the period ended 31 December 2019.

2.24. Draft agreement between BANK OF AFRICA – BMCE GROUP and MEDI TELECOM SA relating to establishing an operational partnership regarding the Mobile Money service

Person(s) concerned:

- Mr Othman BENJELLOUN, Chairman and Chief Executive Officer of BANK OF AFRICA – BMCE Group, is also a Director of MEDI TELECOM
- Mr Zouheir BENSALD, a Director of MEDI TELECOM, is also a Director of BANK OF AFRICA – BMCE Group

Main terms and conditions:

This draft agreement entered into 26 June 2012, prior to establishing a definitive contract, shall establish the project's purpose, strategic guidelines and principles for doing business.

Amount(s) recognised:

This agreement did not have any impact on BANK OF AFRICA – BMCE Group's financial statements for the period ended 31 December 2019.

2.25. Delegated responsibility agreement between BANK OF AFRICA – BMCE GROUP and BMCE INTERNATIONAL S.A.U relating to the management of BMCE EUROSERVICES

Person(s) concerned:

- Mr Mohamed AGOUMI, Chairman of BMCE International SAU's Board, is also Delegated General Manager of BANK OF AFRICA – BMCE Group and a Director of BMCE EuroServices
- Messrs Azzedine GUESSOUS and Mohammed BENNANI are Directors of BANK OF AFRICA – BMCE Group and of BMCE International SAU
- Mr Brahim BENJELLOUN-TOUIMI, Group Executive Managing Director of BANK OF AFRICA – BMCE Group, is also a Director of BMCE International SAU and Chairman of the Board of BMCE EuroServices

Main terms and conditions:

The purpose of this contract, entered into 10 April 2012, is to formalise intra-Group relations between the parties regarding the responsibility assumed by BMCE INTERNATIONAL SAU in relation to services carried out by BMCE EuroServices, its wholly-owned subsidiary, under the orders of BANK OF AFRICA – BMCE Group, of which the former is indirectly a wholly-owned subsidiary.

Amount(s) recognised:

This agreement did not have any impact on BANK OF AFRICA – BMCE Group's financial statements for the period ended 31 December 2019.

2.26. Management mandate between BANK OF AFRICA - BMCE GROUP and BOA France

Person(s) concerned:

- Mr Brahim BENJELLOUN-TOUIMI, Chairman of BOA Group's Board, is also Group Executive Managing Director of BANK OF AFRICA – BMCE Group
- Mr Azzedine GUESSOUS is a Director of BOA Group and of BANK OF AFRICA – BMCE Group
- Mr Amine BOUABID, Chief Executive Officer of BOA Group, is also a Director of BANK OF AFRICA – BMCE Group
- Mr Driss BENJELLOUN, a Director of BOA Group, is also Delegated General Manager of BANK OF AFRICA – BMCE Group
- Mr Mohamed AGOUMI, a Director of BOA Group, is also Delegated General Manager of BANK OF AFRICA – BMCE Group.

Main terms and conditions:

This agreement, entered into 6 June 2012 between BANK OF AFRICA – BMCE Group and BOA France, a subsidiary of BOA Group, establishes the terms and conditions by which BANK OF AFRICA – BMCE Group mandates BOA France, in consideration for the payment of fees, to handle on its behalf financial transactions for Moroccan customers living abroad. The contract shall also define the operating terms and conditions of the BANK OF AFRICA – BMCE Group account held in the ledgers of BOA France.

Amount(s) recognised:

This agreement did not have any impact on BANK OF AFRICA – BMCE Group's financial statements for the period ended 31 December 2019.

2.27. Agreement between BANK OF AFRICA – BMCE GROUP and BMCE CAPITAL GESTION PRIVÉE to manage structured product margin calls**Person(s) concerned:**

- Mr Brahim BENJELLOUN-TOUIMI, Chairman of BMCE Capital's Supervisory Board, is also Group Executive Managing Director of BANK OF AFRICA – BMCE Group
- Mr Amine BOUABID, a member of BMCE Capital's Supervisory Board, is also a Director of BANK OF AFRICA – BMCE Group
- Mr Zouheir BENSALD, a member of BMCE Capital's Supervisory Board, is also a Director of BANK OF AFRICA – BMCE Group
- Mr Driss BENJELLOUN, a member of BMCE Capital's Supervisory Board, is also Delegated General Manager of BANK OF AFRICA – BMCE Group
- Mr M'Fadel EL HALAISSI, a member of BMCE Capital's Supervisory Board, is also Delegated General Manager of BANK OF AFRICA – BMCE Group

Main terms and conditions:

Under this agreement, entered into 29 June 2012, BMCE Capital Gestion Privée shall undertake to monitor the risk of fluctuation in the structured products contracted between the Parties by adopting a margin call system for the said structured products.

Remuneration for margin calls on behalf of BANK OF AFRICA – BMCE Group is based on dirham-denominated money market rates.

Amount(s) recognised:

In respect of this agreement, BANK OF AFRICA – BMCE Group recognised a net expense of MAD 200 K for the period ended 31 December 2019.

2.28. Services contract between BANK OF AFRICA – BMCE GROUP and RMA**Person(s) concerned:**

- Mr Othman BENJELLOUN, Chairman of RMA's Supervisory Board, is also Chairman and Chief Executive Officer of BANK OF AFRICA – BMCE Group
- Mr Zouheir BENSALD is Chairman of RMA's Supervisory Board and a Director of BANK OF AFRICA – BMCE Group
- Mr Brahim BENJELLOUN-TOUIMI is a Member of RMA's Supervisory Board and is Group Executive Managing Director of BANK OF AFRICA – BMCE Group

Main terms and conditions:

Entered into in April 2012 effective 1 October 2011, this contract shall define general and specific terms and conditions regarding the provision of premises, miscellaneous services and equipment by BANK OF AFRICA – BMCE Group to RMA.

It also establishes the terms and conditions of use by the latter of the resources made available in consideration for a flat-rate payment.

Amount(s) recognised:

In respect of this agreement, BANK OF AFRICA – BMCE Group recognised income of MAD 121 K for the period ended 31 December 2019.

2.29. Technical support agreement between BANK OF AFRICA – BMCE GROUP and AFH SERVICES

Person(s) concerned:

- Mr Brahim BENJELLOUN-TOUIMI, Chairman of BOA Group, is also Group Executive Managing Director of BANK OF AFRICA – BMCE Group
- Mr Driss BENJELLOUN, Delegated General Manager of BANK OF AFRICA – BMCE Group, is also a Director of AFH Services

Main terms and conditions:

Under the terms of this one-year automatically-renewable agreement entered into in 2012, BANK OF AFRICA – BMCE Group shall provide intra-Group technical support to AFH aimed at providing BOA Group with business line expertise.

In consideration, AFH will be invoiced for these services on the basis of man days, at a rate of €1,200 exclusive of taxes per man day.

Amount(s) recognised:

This agreement did not have any impact on BANK OF AFRICA – BMCE Group's financial statements for the period ended 31 December 2019.

2.30. Services agreement between BANK OF AFRICA – BMCE GROUP and BMCE CAPITAL

Person(s) concerned:

- Mr Brahim BENJELLOUN-TOUIMI, Chairman of BMCE Capital's Supervisory Board, is also Group Executive Managing Director of BANK OF AFRICA – BMCE Group
- Mr Amine BOUABID, a Director of BANK OF AFRICA – BMCE Group, is also Member of BMCE Capital's Supervisory Board
- Mr Zouheir BENSaid, a Director of BANK OF AFRICA – BMCE Group, is also Member of BMCE Capital's Supervisory Board
- Mr Driss BENJELLOUN, Delegated General Manager of BANK OF AFRICA – BMCE Group, is also Member of BMCE Capital's Supervisory Board
- Mr M'Fadel EL HALAISSI, Delegated General Manager of BANK OF AFRICA – BMCE Group, is also Member of BMCE Capital's Supervisory Board

Main terms and conditions:

Entered into 20 November 2012 effective 1 January 2012, this one-year automatically-renewable agreement establishes the terms and conditions by which BANK OF AFRICA – BMCE Group shall remunerate BMCE Capital for technical support provided to BOA Group via its legal division.

Remuneration for the said services, invoiced on an annual basis, is calculated on the basis of man days, at a rate of €100 per man day.

Amount(s) recognised:

This agreement did not have any impact on BANK OF AFRICA – BMCE Group's financial statements for the period ended 31 December 2019.

2.31. Subordinated loan contract between BANK OF AFRICA – BMCE GROUP and BMCE BANK INTERNATIONAL (BBI)

Person(s) concerned:

- Mr Brahim BENJELLOUN-TOUIMI, a Director of BMCE BANK International Plc, is also Group Executive Managing Director of BANK OF AFRICA – BMCE Group
- Mr Mohammed AGOUMI, a Director of BMCE BANK International Plc, is also Delegated General Manager of BANK OF AFRICA – BMCE Group

Main terms and conditions:

Under the terms of this agreement entered into 30 May 2010, BANK OF AFRICA – BMCE Group shall provide BBI with a subordinated loan in the euro equivalent sum of £15,000,000 at an annual fixed rate of 4% in respect of Tier 2 capital.

The loan's repayment date is ten years after the agreement's effective date under the terms of an amendment entered into 25 July 2012.

Amount(s) recognised:

In respect of this agreement, BANK OF AFRICA – BMCE Group recognised income of MAD 5,447 K for the period ended 31 December 2019.

2.32. Agreements between BANK OF AFRICA – BMCE GROUP and SALAFIN

Person(s) concerned:

- Mr Brahim BENJELLOUN TOUIMI, Chairman of SALAFIN's Supervisory Board, is also Group Executive Managing Director of BANK OF AFRICA – BMCE Group
- Messrs Mamoun BELGHITI and Amine BOUABID are members of Salafin's Supervisory Board and Directors of BANK OF AFRICA – BMCE Group
- Messrs Omar TAZI and Driss BENJELLOUN are members of Salafin's Supervisory Board and Delegated General Managers of BANK OF AFRICA – BMCE Group
- Services contract between BANK OF AFRICA – BMCE GROUP and SALAFIN

This three-year automatically-renewable services contract, entered into in 2009, shall define the terms and conditions by which BANK OF AFRICA – BMCE GROUP shall provide SALAFIN with a certain number of services and equipment as well as the terms governing usage.

BANK OF AFRICA – BMCE GROUP shall receive a flat royalty payment of MAD 1,000 inclusive of taxes per desk. Royalties are paid on a quarterly basis in advance.

Amount(s) recognised:

In respect of this agreement, BANK OF AFRICA – BMCE Group recognised income of MAD 96 K for the period ended 31 December 2019.

- Agreement that SALAFIN establishes an on-demand credit compliance control system for BANK OF AFRICA – BMCE Group's customer files as well as hosting a management system on an ASP basis (via its ORUS subsidiary)

Entered into in 2011, the purpose of this agreement between BANK OF AFRICA – BMCE Group and SALAFIN is to establish a back-office system to ensure customer file compliance, send reminders to the network to correct non-compliant customer files and report on operational risks. The system also centralises and processes customer declarations of death and disability insurance subscriptions and digitises and archives customer loan files that have been transferred to an entity appointed by the Bank.

The agreement also relates to hosting, running and maintaining on a daily basis a customer file management system based on the Immédiat system which is interfaced with the Bank's information systems as well as providing BMCE BANK OF AFRICA with a maintenance centre.

The remuneration paid by BANK OF AFRICA – BMCE Group is calculated on the basis of the number of customer files actually processed by the system based on a pricing structure.

Amount(s) recognised:

In respect of this agreement, BANK OF AFRICA – BMCE Group recognised an expense of MAD 213 K for the period ended 31 December 2019.

- Agreement between BANK OF AFRICA – BMCE Group and SALAFIN relating to services, technical support and application hosting

Entered into 15 January 2009, this agreement relates to the implementation of a recovery service by which SALAFIN shall undertake to carry out the assignments entrusted to it by BANK OF AFRICA – BMCE Group (recovery system support and set-up, provision of a user licence for the management module for attributing portfolios to agents and the telecommunications management module, development of interfaces with BANK OF AFRICA – BMCE Group's information systems, dedicated hosting and running of the recovery software solution on a daily basis and the provision of a maintenance centre).

Amount(s) recognised:

In respect of this agreement, BANK OF AFRICA – BMCE Group recognised an expense of MAD 1,088 K for the period ended 31 December 2019.

- Amendment to the agreement that SALAFIN establishes an on-demand credit compliance control system for BANK OF AFRICA – BMCE Group's customer files

Entered into 1 July 2011, this amendment to the agreement between BANK OF AFRICA – BMCE Group and SALAFIN modifies the remuneration terms, established by the distribution agreement entered into in 2006, by ensuring joint management by both Parties in respect of new consumer loans distributed to retail customers. As a result, interest income will be split as follows: 80% to the entity which bears the risk and 20% to the other entity. This amendment also specifies the services provided by SALAFIN for all outstandings managed by one or both Parties.

Amount(s) recognised:

In respect of this agreement and its amendment, BANK OF AFRICA – BMCE Group recognised an overall expense of MAD 85,310 K and overall income of MAD 13,486 K for the period ended 31 December 2019.

2.33. Agreements between BANK OF AFRICA – BMCE GROUP and EURAFRIC INFORMATION (EAI)

- Draft agreement between BANK OF AFRICA – BMCE Group and Eurafric Information (EAI) relating to invoicing software licences and related services

Entered into 2 December 2011, the purpose of this agreement is for EAI to provide BANK OF AFRICA – BMCE Group with a certain number of licences as described in the contract (Briques GRC, E-Banking Cyber Mut, Poste Agence Lot 1) for use by the latter's employees.

In consideration, BANK OF AFRICA – BMCE Group must pay EAI the dirham equivalent of €4,800,370.40 for CRM services, €3,303,063.20 for CRM licences, €201,976.60 for the Poste Agence Lot 1 licence, €729.504 for Poste Agence Lot 1 services, €500,000 for E-Banking licences and €768,672 for E-Banking services. These amounts exclude taxes, to which must be added an additional 10% in respect of a government withholding tax deducted at source.

BANK OF AFRICA – BMCE Group must also pay licence maintenance costs including €545,004.80 for CRM maintenance, €105,694 for the Poste Agence Lot 1 contract and €162,801 for maintenance of E-banking Cyber Mut.

- Amendment No.2 APPENDIX III to the services contract between BANK OF AFRICA - BMCE GROUP and EAI

Person(s) concerned:

- Mr Brahim BENJELLOUN-TOUIMI, Chairman of EAI's Supervisory Board, is also a Director of BANK OF AFRICA – BMCE Group
- Mr Zouheir BENSALD, a Director of BANK OF AFRICA – BMCE Group, is also a member of EAI's Supervisory Board
- Messrs Driss BENJELLOUN and Mounir CHRAIBI, Directors of EAI, are also Delegated General Managers of BANK OF AFRICA – BMCE Group

Main terms and conditions:

Entered into 10 March 2011 effective 1 January, this amendment modifies the services provided by EAI to BANK OF AFRICA – BMCE Group as well as the pricing structure and the terms and conditions of payment. The amendment offers the possibility of revising on an annual basis the man-hour rate applicable to services provided under the initial contract.

Amount(s) recognised:

In respect of both these agreements entered into with EAI in 2011, BANK OF AFRICA – BMCE Group recognised the following amounts for the period ended 31 December 2019:

- Recurring services (expenses): MAD 69,934 K
- Maintenance (expenses): MAD 15,358 K
- Non-recurring services (SIBEA prepayments): MAD 100,734 K

2.34. Agreement between BANK OF AFRICA – BMCE GROUP and GLOBAL NETWORK SYSTEMS SA ("GNS") relating to Carte MPOST – PASSPORT

Person(s) concerned:

- Mr Mounir CHRAIBI, Chairman of the Board of GNS Technologies, is also Delegated General Manager of BANK OF AFRICA – BMCE Group.
- Messrs M'Fadel EL HALAISSI and Driss BENJELLOUN, Delegated General Managers of BANK OF AFRICA – BMCE Group, are also Directors of GNS Technologies

Main terms and conditions:

Entered into 1 February 2011, the purpose of this agreement is for BANK OF AFRICA – BMCE Group to provide GNS with prepaid

cards as well as determining the terms for recharging, personalising and using these cards.

For each card delivered, the Bank is credited an amount previously agreed by both Parties.

The cost of recharging the card is debited against the customer's bank account held with BANK OF AFRICA – BMCE Group. All other expenses are debited against the card's balance.

Amount(s) recognised:

This agreement did not have any impact on BANK OF AFRICA Group's financial statements for the period ended 31 December 2019.

2.35. Services contract between BANK OF AFRICA – BMCE GROUP and EURAFRIC GED SERVICES

Person(s) concerned:

- Mr Brahim BENJELLOUN-TOUIMI, Chairman of EAI's Supervisory Board, is also Group Executive Managing Director of BANK OF AFRICA – BMCE Group

Main terms and conditions:

Entered into in 2011 for an initial three-month automatically-renewable period prior to establishing a definitive contract when authorisation is obtained from Bank Al Maghrib, the purpose of this contract is to define the terms and conditions by which BANK OF AFRICA – BMCE Group entrusts to Eurafri GED Services document digitisation services.

Monthly invoices are issued based on volume. The cost is 0.86 dirhams per digitised page, 0.68 dirhams per video-encoded document, 5 dirhams per document for the return of any previously unreturned document to the service provider, 3 dirhams per document communicating the index in the event that the document has been returned to BANK OF AFRICA – BMCE Group (prices quoted exclude taxes).

Amount(s) recognised:

In respect of this agreement, BANK OF AFRICA – BMCE Group recognised an expense of MAD 1,228 K for the period ended 31 December 2019.

2.36. Partnership agreement between BANK OF AFRICA – BMCE GROUP and BMCE BANK INTERNATIONAL Plc (BBI) relating to sub-contracting clearing services

Person(s) concerned:

- Mr Brahim BENJELLOUN-TOUIMI, a Director of BMCE BANK International Plc, is also Group Executive Managing Director of BANK OF AFRICA – BMCE Group
- Mr Mohammed AGOUMI, a Director of BMCE BANK International Plc, is also Delegated General Manager of BANK OF AFRICA – BMCE Group

Main terms and conditions:

Under the terms of this agreement entered into 4 October 2011, BMCE BANK International shall provide BANK OF AFRICA – BMCE Group with a number of banking services including:

- Cheques drawn on French- or foreign-domiciled banks
- Inter-bank transfers to BANK OF AFRICA – BMCE Group or its customers
- International SWIFT transfers
- Bills of exchange domiciled with BANK OF AFRICA – BMCE Group and payable in France
- Documentary credit confirmations

Amount(s) recognised:

This agreement did not have any impact on BANK OF AFRICA – BMCE Group's financial statements for the period ended 31 December 2019.

2.37 Agreement between BANK OF AFRICA – BMCE GROUP and BMCE CAPITAL GESTION to promote and market mutual funds via the BANK OF AFRICA – BMCE GROUP branch network

Person(s) concerned:

- Mr Amine BOUABID, a Director of BMCE Capital Gestion, is also a Director of BANK OF AFRICA – BMCE Group

- Mr Driss BENJELLOUN, Delegated General Manager of BANK OF AFRICA – BMCE Group, is also a Director of BMCE Capital Gestion

Main terms and conditions:

Entered into 1 March 2011 for an automatically-renewable 12-month period, the purpose of this agreement is to determine the terms and conditions for cooperation between the Parties relating to the marketing by BANK OF AFRICA – BMCE Group of a specific number of BMCE Capital Gestion products via the BANK OF AFRICA – BMCE Group branch network. In this regard, the Parties give a mutual undertaking to allocate the necessary human, material, technical and logistical resources to develop and promote the mutual funds.

BANK OF AFRICA – BMCE Group's remuneration is calculated on the basis of the volume of subscriptions/redemptions generated by the branch network with BMCE CAPITAL GESTION retroceding a share of the entry/exit fees at the rates set out in an appendix to the agreement.

Amount(s) recognised:

In respect of this agreement, BANK OF AFRICA – BMCE Group recognised income of MAD 1,856 K for the period ended 31 December 2019.

2.38. Agreements relating to leasing premises

These agreements relate to the leasing of premises or offices to the following companies:

Company	Date	Type	Location	Amount 2019 (MAD K)
BMCE Capital	01/10/2009	Office space	142, avenue Hassan II aux 4th, 7th and 8th floor, Casablanca	3,253 KMAD
MEDITELECOM	01/08/2012	Building patio	Essaouira	109 KMAD
BMCE Capital	01/07/2002	Office space	BANK OF AFRICA – BMCE Group Branch, Agadir Ville	37 KMAD
EURAFRIC INFORMATION	15/10/2009	279 m ² apartment. TF No.36929/C, property known as « GAMECOUR ».	243 Bd Mohamed V, Casablanca	Néant Contrat résilié le 30/09/16
EURAFRIC INFORMATION	01/10/2016	Office space Block A2 – 3,624m ²	Bouskoura Green City TF No.18827/47	4.357 KMAD
EURAFRIC INFORMATION	01/10/2016	Office space Block B2 – 3,822m ²	Bouskoura Green City TF No.18827/47	4.582 KMAD
EURAFRIC INFORMATION	01/01/2017	DATA CENTER 1,735 M ²	Bouskoura Green City TF No.18827/47	Not applicable Contract cancelled 30/09/16
RM EXPERTS	01/10/2019	Office space	Casa SIDI MAAROUF LOTISSEMENT ATTAOUFIK	149 KMAD
O.G.S.	01/01/2019	Office space	GREEN CITY BOUSKOURA	5.236 KMAD

The leases will be renewed automatically.

2.39. Amendment to the BMCE EDIFIN agreement between BANK OF AFRICA – BMCE GROUP and GLOBAL NETWORK SYSTEMS GNS), now GNS TECHNOLOGIES SA

Person(s) concerned:

- Mr Mounir CHRAIBI, Chairman of the Board of GNS Holding, is also Delegated General Manager of BANK OF AFRICA – BMCE Group
- Messrs M'Fadel EL HALAISSI and Driss BENJELLOUN, Delegated General Manager of BANK OF AFRICA – BMCE Group, are also Directors of GNS Holding

Main terms and conditions:

Entered into 2 April 2010 and effective 1 January 2010, the purpose of this amendment, as part of the Bank's policy to extend BMCE EDIFIN services to all commercial relations and enhance profitability, is to revise the monthly payment for GNS' Value-Added Network services. In this regard, BANK OF AFRICA – BMCE Group shall assume the role of wholesaler as well responsibility for marketing the services acquired from GNS.

A second amendment, entered into 30 December 2011 and effective January 2012, sees the annual payment made by BANK OF AFRICA – BMCE Group to the service provider reduced to MAD 2,750,000 exclusive of taxes which corresponds to the minimum volume that it undertakes to acquire from 2,000,000 transaction entries.

Amount(s) recognised:

In respect of this agreement, BANK OF AFRICA – BMCE Group recognised an overall expense of MAD 3,187 K for the period ended 31 December 2019.

2.40. Services contract between BANK OF AFRICA – BMCE GROUP and RM EXPERTS relating to debt recovery**Person(s) concerned:**

- Mr Mamoun BELGHITI, Chairman of the Board of RM EXPERTS, is also a Director of BANK OF AFRICA – BMCE Group
- Mr Brahim BENJELLOUN-TOUIMI, Group Executive Managing Director of BANK OF AFRICA – BMCE Group, is also a Director of RM Experts
- Mr M’Fadel EL HALAISSI, Delegated General Manager of BANK OF AFRICA – BMCE Group, is also a Director of RM Experts

Main terms and conditions:

Entered into 24 December 2010 between RECOVERY INTERNATIONAL MANAGEMENT AND EXPERTISE (RM EXPERTS) and BANK OF AFRICA – BMCE Group, the agreement mandates RM EXPERTS on an exclusive basis to recover the non-performing loans entrusted to it by BANK OF AFRICA – BMCE Group.

The contract is for a five-year period which is automatically renewable in subsequent two-year periods.

BANK OF AFRICA – BMCE Group shall undertake to make available to the service provider, on a secondment basis, all staff working in the Remedial Management Division from the contract date. These employees will be paid directly by BANK OF AFRICA – BMCE Group.

BANK OF AFRICA – BMCE Group will invoice the service provider for these employees’ salaries and other items of remuneration plus a 20% margin.

RM EXPERTS will invoice BANK OF AFRICA – BMCE Group for “managing its human resources”.

As part of this agreement, for each customer file for which the amount to be recovered is less than two hundred thousand dirhams, BANK OF AFRICA – BMCE Group will be invoiced for the sum of five hundred dirhams exclusive of taxes in respect of related expenses. RM EXPERTS shall also receive from BANK OF AFRICA – BMCE Group success fees payable on a quarterly basis depending on the sums repaid or recovered.

In the event of non-recovery, BANK OF AFRICA – BMCE Group shall undertake to reimburse RM EXPERTS for all actual costs incurred by the latter.

Amount(s) recognised:

BANK OF AFRICA – BMCE Group paid RM EXPERTS success fees of MAD 21,032 K and management fees of MAD 329 K for the period ended 31 December 2019.

2.41. Agreement between BANK OF AFRICA – BMCE GROUP and MAGHREBAIL**Person(s) concerned:**

- Mr Azeddine GUESSOUS, Chairman of Maghrebail, is a Director of BANK OF AFRICA – BMCE Group
- Messrs Othman BENJELLOUN, Zouheir BENSaid and Brahim BENJELLOUN TOUIMI, Members of the Board of Maghrebail, are respectively Chairman, Directors and Group Executive Managing Director of BANK OF AFRICA – BMCE Group
- Mr M’Fadel EL HALAISSI, a Director of Maghrebail, is also Delegated General Manager of BANK OF AFRICA – BMCE Group

Main terms and conditions:

Entered into 8 May 2009, the purpose of this agreement is to determine the terms and conditions governing BANK OF AFRICA – BMCE Group’s marketing of MAGHREBAIL’s formatted lease products, the BMCE Bail product, the BMCE Immobil Enterprise product and standard leasing products, regardless of whether or not they are severally and jointly backed by BANK OF AFRICA – BMCE Group.

The terms and conditions of this agreement are as follows:

- MAGHREBAIL shall pay BANK OF AFRICA – BMCE Group agency fees as set out in a price list
- MAGHREBAIL shall undertake to pay quarterly agency fees in respect of BANK OF AFRICA – BMCE Group’s remuneration.

- MAGHREBAIL shall undertake to pay annual success fees calculated on the basis of achieving sales targets that are independently confirmed by a steering committee.

- MAGHREBAIL shall undertake to remunerate BANK OF AFRICA – BMCE Group for its guarantee at the annual rate of interest in respect of formatted products. The rate of interest charged on the guarantee is determined on a case-by-case basis in respect of standard leasing products, regardless of whether or not they are severally and jointly backed; it is calculated annually on the amount of MAGHREBAIL's financial outstandings guaranteed by BANK OF AFRICA – BMCE Group (financial outstandings x proportion of bank guarantee).

Amount(s) recognised:

In respect of this agreement, BANK OF AFRICA – BMCE Group recognised overall income of MAD 14,096 K for the period ended 31 December 2019.

2.42. Partnership agreement between BANK OF AFRICA – BMCE GROUP and BUDGET LOCASOM

Person(s) concerned:

• Messrs Driss BENJELLOUN and M'Fadel EL HALAISSI, Delegated General Managers of BANK OF AFRICA – BMCE Group and Mr Azzedine GUESSOUS, a Director of BANK OF AFRICA – BMCE Group, are also Directors of Budget Locasom.

Main terms and conditions:

Entered into 29 May 2009, the purpose of this agreement is to determine the terms and conditions governing marketing by BANK OF AFRICA – BMCE Group of LOCASOM's BMCE LLD product (a vehicle leasing product for acquiring and managing a fleet of vehicles). Under this agreement, BANK OF AFRICA – BMCE Group will steer its customers towards this product while LOCASOM will follow up with interested customers by providing the necessary support. This product will be marketed via the BANK OF AFRICA – BMCE Group branch network.

The terms and conditions of this agreement are as follows:

- BANK OF AFRICA – BMCE Group shall solely undertake to encourage BMCE LLD customers to make regular lease payments (by directly debiting the customer's account etc.)
- BANK OF AFRICA – BMCE Group shall receive a fee ranging from 0.15% to 0.40% calculated on the basis of the vehicle's budgeted amount and the lease period.

Amount(s) recognised:

This agreement did not have any impact on BANK OF AFRICA – BMCE Group's financial statements for the period ended 31 December 2019.

2.43. Services contract between BANK OF AFRICA – BMCE GROUP and BMCE EUROSERVICES

Person(s) concerned:

- Mr Brahim BENJELLOUN TOUIMI, Chairman of the Board of BMCE EuroServices, is also Group Executive Managing Director of BANK OF AFRICA – BMCE Group
- Mr Omar TAZI, Assistant Director of BMCE EuroServices, is also Delegated General Manager of BANK OF AFRICA – BMCE Group
- Messrs Driss BENJELLOUN, Mohamed AGOUMI and Mounir CHRAIBI, Directors of BMCE EuroServices, are also Delegated General Managers of BANK OF AFRICA – BMCE Group

Main terms and conditions:

The purpose of this contract, entered into in 2013, is to clarify the underlying terms and conditions by which BANK OF AFRICA – BMCE Group will pay half-yearly fees to the Service Provider in consideration for the latter developing the Moroccans living abroad customer segment in Morocco.

Remuneration of Head Office and Branch Offices will be based on two criteria: a percentage of the net banking income earned by BANK OF AFRICA – BMCE Group in the Moroccans living abroad segment and a percentage of the funds transferred to BANK OF AFRICA – BMCE Group accounts in Morocco.

Amount(s) recognised:

In respect of this agreement, BANK OF AFRICA – BMCE Group recognised an expense of MAD 167,591 K for the period ended 31 December 2019.

2.44. Commercial lease contract between BANK OF AFRICA- BMCE GROUP and GNS TECHNOLOGIES**Person(s) concerned:**

- Mr Mounir CHRAIBI, Chairman of the Board of GNS Technologies, is also Delegated General Manager of BANK OF AFRICA – BMCE Group
- Messrs M'Fadel EL HALAISSI and Driss BENJELLOUN, Delegated General Managers of BANK OF AFRICA – BMCE Group, are also Directors of GNS Technologies

Main terms and conditions:

Under the terms of this agreement, effective 1 January 2013 for an automatically-renewable 3-year period, BANK OF AFRICA – BMCE Group shall lease to GNS Technologies office space on the 2nd floor of a building located at 239 Boulevard Mohammed V in Casablanca whose land title number is No.36.829/C with a surface area of 276 m² whose land title number is in turn No.75.965/C, a property known as “GAMECOUR 4”.

The monthly rental payment relating to this office space is set at MAD 16.6 K for the first year, MAD 19.3 K for the second year and MAD 22 K for the third year. To that is added a local council tax of 10.5% payable monthly as well as rental charges to maintain and manage the building's common areas which are invoiced pro-rata to the surface area rented.

Amount(s) recognised:

In respect of this agreement, BANK OF AFRICA – BMCE Group recognised income of MAD 322 K for the period ended 31 December 2019.

Casablanca, 28 April 2020

The Statutory Auditors

ERNST & YOUNG

Abdesslam BERRADA ALLAM
 Associé

KPMG

Fouad LAHGAZI
 Associé