

# LETTER OF INTENT

24 February 2026

**Egyptian Gulf Bank S.A.E**  
**45B-North Teseen Street- Fifth Settlement-Cairo**

Dear Sirs,

This Letter of Intent (the “**LOI**”) outlines the mutual interest of **Remi for Financial and Digital Technology Inc.**, a company incorporated under the laws of the Arab Republic of Egypt, under the registration number 55976, having its principal place of business at Office M5 -Third Floor - 3 Al Ansar St- Dokki, Giza. (“**the Company**”) and **Egyptian Gulf Bank S.A.E**, an entity incorporated and existing under the laws of the Arab Republic of Egypt, under the registration number 88502, having its registered address at 45B- North Teseen Street- Fifth settlement- Cairo, Egypt (“**the Bank**”) with respect to a potential agreement between the Company and the under which Remi for Financial and Digital Technology Inc will partner with the Bank, whereby the Bank will act as the local processing and settlement bank responsible for the conversion of foreign currency (FCY) into local currency (LCY) and the execution of payments to Egyptian wallets, bank accounts & pre-paid cards. In parallel, both parties will also explore further areas of mutual collaboration on fintech and digital initiatives as part of the long-term partnership. (the “**Potential Agreement**”).

- 1. Purpose.** The purpose of this LOI is to express the parties’ mutual interest in exploring the possibility of the Potential Agreement.
- 2. Scope and terms of the Potential Agreement.** The parties shall engage in discussions to determine the scope and nature of the Potential Agreement and is subject to the parties identifying and agreeing upon the appropriate business and technical model and other key terms, and entering into mutually agreeable definitive agreement (“**Definitive Agreement**”).

**Confidentiality.** The Mutual Confidentiality Agreement entered into between Remi For Financial and Digital Technology Inc and Egyptian Gulf Bank S.A.E and effective as of 24<sup>th</sup> of February, 2026 (the “**Confidentiality Agreement**”) shall remain in full force and effect.

- 3. Non-binding.** Except for paragraphs 3 through 6 of this LOI (which are legally binding upon execution of this LOI), this LOI is a statement of mutual intention; it is not intended to be legally binding and does not constitute a binding contractual commitment with respect to the Potential Agreement.

4. **Expiry.** This LOI will automatically terminate upon the earliest of the following: (i) six months from the signature date, (ii) execution of a Definitive Agreement by the parties, (iii) the mutual written agreement of the parties, or (iv) written notice of termination by any of the parties; provided, however, that paragraphs 3 through 6 shall survive the expiry or termination of this LOI.
  
5. **Exclusivity.** During the term of this LOI and until the earlier of (i) its expiry or termination in accordance with the provisions herein or (ii) the execution of a Definitive Agreement, “The Company” agree to engage exclusively with “The Bank” with respect to the contemplated partnership for remittance settlement and processing in Egypt. “The Company” shall not enter into discussions, negotiations, or agreements with any other Egyptian bank for a similar arrangement covering the same scope (i.e., remittance aggregation, foreign currency conversion, and disbursement into Egyptian wallets/accounts/cards), unless otherwise mutually agreed in writing.
  
6. **Governing Law; Jurisdiction.** This LOI shall be governed by and construed in accordance with the laws of the Arab Republic of Egypt, without giving effect to any principles of conflicts of law. Any proceeding arising out of or relating to this LOI shall be brought in the courts of Egypt and each of the parties irrevocably submits to the exclusive jurisdiction of such courts in any such proceeding.
  
7. **Project Coordination and Progress Meetings.** Each Party shall designate a single point of contact for all project-related communications and follow-up. The Parties shall establish a joint working group, composed of their respective single point of contacts and relevant representatives, to hold progress meetings. The purpose of these meetings shall be to review and agree on all project related matters, agree on the way forward, and facilitate the signature of the definitive agreement, including alignment on the Statement of Work and the Project Implementation Plan.

For and on behalf of  
**Remi For Financial and Digital  
Technology Inc**



Name: Mohamed Hussein Abdou  
Chairman of the board

For and on behalf of  
**Egyptian Gulf Bank S.A.E**



Name: Karim Mahmoud Shabana  
Title: Head of Corporate Banking

