

## 1. Definitions and clarifications

### a) Definitions

The words and expressions that hereinafter follow shall, unless the context otherwise requires, have the meaning assigned hereinafter to each of them, as follows:

**First party:** The bank whose details described in the FIRST clause of this Agreement.

**Second party:** The bank customer whose details are described in the FIRST clause of this Agreement, which has been signed by him or on behalf of him by attorney , or signed by the account holders natural persons (individuals) who have signed or signed by their attorney to this Agreement in the case of the joint account

**Current Account:** An accounting record that is opened by the bank and established under this Agreement, at the customer's request, and entails rights and obligations for both parties, and the rights and obligations include accounting entries by the bank in accordance with banking rules and regulations.

### b) Clarifications

In this Agreement, unless context is otherwise stated

1. The reference to the years, months and days is a reference to them according to the Hijri calendar.
2. The reference to the Agreement is a reference to clause (I), clause (II), clause (III) and annexes to the Agreement, including amendments or additions.

## 2. Introduction

The second party wishes to open a current account with the first party, and where the first party has agreed to the request of the second party, the parties have agreed in full legal and legal capacity to conclude this Agreement. It is subject to the provisions of the relevant regulations, and instructions such as the anti- money laundering & combating terrorist financing and its executive regulations and the instructions issued by the Saudi Central Bank, such as the rules of bank accounts. In the event of a conflict between the provisions of the Agreement and the provisions of the regulations and instructions, the provisions of the regulations and instructions prevail over others The above introduction is an integral part of this Agreement.

### 3. The rights and obligations of both parties

1. The first party is obliged to open a current account for the second party, and to take the necessary due diligence to carry out the second party orders on the account in accordance of banking regulations, rules and practices. The first party shall not be liable for any damage arising from the execution of these orders unless such damage is the result of gross negligence or intentional misconduct or failure to commit to the necessary due diligence for the purposes of applying the Agreement i.e. Interest, skill, prudence and diligence according to the circumstances that are expected to be performed within the reasonable procedures similar to other Banks
2. The first party is entitled to take advantage of the amounts deposited in the current account in its interest, with its full obligation to enable the second party to make such payments as soon as requested, and the second party does not claim any profits for it, but the parties have a separate Agreement to arrange the relationship in which the second party can obtain profits for those amounts
3. The second party is prohibited from using the account for any illegal purpose or activity, and must inform the first party in the event of any objection or suspicion of transactions being carried out on his account, and after (thirty) days from the date of the execution of any transaction without the objection of the second party shall be considered as his consent and confirmation of its accurate
4. The first party shall obtain a specific fee from the second party against the services provided to him, and it may collected it directly without reference to the second party, provided that these fees must not be inconsistent with what is issued by Saudi Central Bank, and to be published in the branches of the first party and its website (30) days prior to the effective date
5. The second party shall bear any expenses or taxes imposed by the competent authority in Saudi Arabia for any services or products provided by the first party to the second party, whether currently imposed or may be imposed in the future
6. The first party shall notify the second party via text messages (SMS) on his the mobile phone number recorded in the Agreement or by any other means agreed upon by both,
  - a) With all transactions executed on the current, account as soon as they occur.
  - b) The first party shall also notify the second party with a sufficient period before the account status changes.
7. The second party is obliged to update his personal identity and information recorded in the Agreement as soon as it is updated or changed, otherwise and the first party may, freeze the current account for the purposes of complying with applicable regulations
8. The second party agrees that the first party for the purposes of opening and operating the current account and complying with applicable regulations to obtain their personal identity data and updated information through the services provided by the National Information Centre or any other trusted and independent source.
9. The first party may, in the event that the second party violates this Agreement, take actions that it deems appropriate in accordance of banking regulations, rules and customs
10. The second party may close the current account and obtain the full credit balance at any time after submitting a request to the first party with the ATM cards, cheques and any obligations arising from the account, and the first party may reject the request to close the account if it is linked to any financial obligations such as issuing letters of guarantee, opening documentary credits, discounting bills and other similar obligations require the continuation of the account
11. The first party shall close the Account if no amount is deposited within a period of (90) days from its opening date, or in case the second party opens an Account, deposit funds and then withdraw

funds reducing its balance to zero and the Account remains without any balance or transaction for (4) years, then the second party shall be notified within sufficient period before closing the account via SMS to his mobile number as in the Agreement or by any other means of contact agreed upon

12. The first party may send text messages, communicate by telephone or send marketing publications to the second party regarding the services and products provided by the first party, unless the second party does not wish to receive such communications and marketing publications in accordance with this Agreement.

13. The second party has the right to access to his account statement through electronic banking services, and to request sending him an account statement to his e-mail or national address described in the Agreement or to any other address he identifies.

14. If the first party becomes aware of the death of the second party shall, or of a restriction on his legal competence or the opening of any of the administrative liquidation or liquidation procedures, then will stop dealing on the account until the heirs are identified by a legitimate instrument (Court's deed) or appoint the guardian or liquidator (liquidator or bankruptcy committee) authorized to manage the account by decision of the competent court.

15. All accounts of the second party opened with the first party are considered to be one account, and the first party may at any time, without reference to the second party, set-off such Accounts and amounts between them and deducted from them for any obligations

16. A party that has failed or neglected to notify the other party of changing the addresses of his communication or one of them within (seven) days could not deny that he is not aware of the notification or not delivered to him.

17. The second party shall refrain from making any transfers outside Saudi Arabia to any non-profit organizations, and the first party shall refuse to make such transfers.

18. The first party shall not be liable to the second party when the bank transfers are delayed or not handed over to the beneficiary due to an error or failure in the technical systems outside the control of the first party, or in the event that the beneficiary's information is incomplete or non-existent or for any other reason beyond the control of the first party, unless the delay or non-delivery of the bank transfers is due to the failure of the first party to exert the necessary care or its negligence.

19. The first party's foreign exchange rate shall apply on all deposits and withdrawals in foreign currency .

20. For joint accounts, the credit balance available in the account is the property of both parties as partners according to their own percentage in the Agreement, and the partners bear the debit balance in the account for any reason. The first party has the right to suspend the account in the event of the death or loss of the eligibility of a partner, opening of any of the administrative liquidation or liquidation proceedings against any of them, or if received a notification from one of the partners that there is a dispute between them.

21. The invalidity of any clause of the Agreement, or non-formality or could not be performed, shall not invalidate the rest of the Agreement terms and conditions. The parties must obliged to amend the clause in accordance with the relevant regulations and controls.

22. The first party may amend the Agreement from time to time - without violating the instructions of the Saudi Central Bank provided that the first party shall be obliged to inform the second party of the amendments before (thirty) days from the their effective date, and the amendments shall apply after that period as of the date of publication on the first party's website. If the first party not withdraw from the Agreement, then it considered his consent and acceptance of the amendments by the second party.

23. The Agreement will remain valid until the closing date of the account by one of the parties.

24. The first party must maintain the confidentiality of all data and account information provided

by the second party, except for what is disclosed by the first party for specific professional and operational purposes, - after taking the consent of the second party - , and the competent governmental authorities in accordance with the relevant regulations and controls.

25. The first party retains all documents associated with the second party account for minimum period of (ten) years from the expiry date of the Agreement.

26. For the purpose of activating and subscribing to the additional services provided in the instant payments system, the account information will be automatically and confidentially shared with the Saudi Payments Company (the national operator of the system) as needed.

The information to be shared as follows:

- a. Customer Name: \_\_\_\_\_
- b. Account Number: \_\_\_\_\_
- c. Mobile Phone Number: \_\_\_\_\_
- d. ID Number: \_\_\_\_\_
- e. E-mail: \_\_\_\_\_

27. This Agreement is subject to Saudi Arabian regulations. Any dispute arising between the parties is amicably resolved and, if the dispute cannot be resolved amicably, any party has the right to refer it to the competent judicial authority.

28. This Agreement was prepared in Both Arabic and English and if there is a difference in the text between them, the text is prevailed in Arabic, which is the original.

#### 4. First-party undertakings and declarations

The first party undertakes and acknowledges the following:

1. Fair and honestly treatment, and adherence to the principle of disclosure and transparency
2. Protect the privacy of information and use it only for specific professional and operational purposes, after taking the approval of the second party, except for what is disclosed by the first party to the competent governmental authorities in accordance with the relevant regulations and controls
3. To take all the technical and regulatory measures, that are necessary to protect the technical information systems and his customer data in his business, and the work of his branches and subsidiaries. Also, to take the necessary care, and reasonable efforts in establishing, maintaining, implementing, and following the controls, policies and procedures of information technology, information security, security, and cyber-security, including supervision and control of access to technical systems and encryption, and virtual protection. The first party must has the plans to continue the necessary work, recovery plans and security plans designed to protect against any breach, destruction, loss, confusion or abuse.

#### 5. Second-party undertakings and declarations

The second party, which is fully qualified and legally considered, undertakes and acknowledges the following:

1. He is not prohibited from dealing with, and all the data it has provided is correct, reliable and up-to-date
2. He would be liable to the competent authorities for the funds deposited in his account with his knowledge, and those deposited in his account without his knowledge, whether he acted on it personally or not, if he did not report them officially when he knew of them in his account
3. That the funds deposited in the account are the result of legal activities and he is responsible for

its safety, and if the first party receives any illegal or counterfeit funds, he is not entitled to recover it or compensate for it.

4. The first party has the right to freeze the account or any of the amounts deposited in it, and to notify the competent authorities in case of suspicion that the amounts are the result of financial fraud, or illegal operations in accordance with the applicable regulations and instructions

5. That he is the beneficial owner of the account.

6. He is fully aware that he is prohibited from transferring to persons or entities unknown to him in accordance with the applicable regulations and instructions, and that all the transfers he makes are to persons and destinations known to him and for personal, known and legitimate purposes.

7. He has read and understood the terms and conditions set out in this Agreement, and will read the terms and conditions of the services and products associated with the current account, published on the first party's website.

#### Cheques

##### Chequebooks

The Customer (Accountholder) agrees to abide by the following terms and conditions regarding the issuance and use of cheques provided to the Customer in order to protect both the Customer and the Bank:

1. Cheque books are issued to the Accountholder only.
2. The Customer is obliged to keep the chequebooks in a safe custody, notify the Bank in case of loss, and return them to the Bank in the event of closing his account, at his request or request of his agent accredited to the Bank, or by the Bank.
3. Cheques are used only on the account for which cheques have been issued, and may not in any way be used on any other account.
4. The writing on the cheques must be clear and in ink and also on the forms submitted by the Bank, and any change in the cheque must be made clearly, with the full signature of the Customer, and it is not enough to sign the initials the abbreviated signature
5. The Customer must:
  - A. Not issuing blank cheques
  - B. Start writing the cheque from the first empty place dedicated to that purpose. In addition, not leave spaces between words or numbers.
  - C. Not to use pens that can be erased
6. The Customer acknowledges his responsibility, for any chequebooks delivered to him, and to avoid fraud and forgery. The Customer must keep the chequebooks in a safe place, and if any cheque is lost, the Accountholder must immediately notify the Bank of this, explaining the number, value and date of the cheque, and the Bank is not responsible for cashing any missing cheque
7. Any cheque issued by the Customer shall be paid as soon as the cheque is submitted to the Bank, even if the cheque is on a deferred date, without any liability to the Bank, in accordance with the regulations in Saudi Arabia.

##### Stop Payment of the cheque.

The Customer agrees to the following:

1. The only acceptable reasons for stopping the cheque are that the cheque has been lost, stolen, Bankrupted, or left-handed by court order, or something that violates its eligibility.
2. Compensate the Bank for any loss or damage that may occur as a result of the failure to pay the cheque
3. The Bank is not in any way responsible if the cheque is paid by an error in the contained details of the cheque, if the Bank has followed the usual procedures regarding the cheque stop orders.
4. Notify the Bank promptly in writing if said cheque is received or destroyed
5. Notify the Bank in writing before issuing the replacement cheque, and write down on the issue of the alternative cheque word) alternative (date different from the date of the original cheque)
6. The Bank shall report all dishonored cheques to Saudi Credit Bureau (SIMAH) or other licensed Credit company in compliance with regulatory rules.
7. The Customer may request the cancellation of the cashier cheque in the event of return the original cashier cheque to the Bank. The Customer may also request to stop payment the cashier cheque in case of loss/theft but in the event of the cashier cheque loss, theft or damage. The Customer may not request the cancellation of the cashier cheque, except with the consent of the beneficiary in writing, confirming that he has never endorsed it to a third party, and in the event of a request to cancel the cashier cheque, the applicant undertakes to provide a written declaration to compensate the Bank against any obligations that may arise from that lost, stolen or damaged cahier cheque.

## The cheque is considered lost in the following cases:

- a. If the customer cheque is lost/stolen from the drawer before delivering it to the beneficiary.
- b. If the Cahier Orders is lost/stolen from the ordering customer before delivering it to the beneficiary.
- c. If the cheque (customer/cashier order) is lost/stolen before the beneficiary getting its amount.
  1. When the drawer presents to the bank to report the loss or stolen of a cheque, which has been issued to a one of the beneficiaries, he must present an objection slip in honor of the lost cheque, which should include the cheque number, date, amount, beneficiary's name, and the circumstances of lost cheque. in addition, a declaration/Indemnity from the customer (Drawer) that when the cheque is presented within the presentation period and it is with the first beneficiary's possession and the bank has verified that the cheque fulfils formal aspects and drawer's signature is correct and the amount is available in the customer's (drawler's) account, the bank will therefore have the right to pay the value of the cheque to the beneficiary directly without recourse to the drawer
  2. In the event of cashier order/demand draft is lost by the beneficiary, them shall refer to the drawee bank and presenting an acceptable written undertaking to indemnify the drawee bank against any claim from the applicant or from the beneficiary or any other party in respect of the lost, stolen or damaged in order to protect the drawer bank and the drawee bank against any obligations that may arise from that cheque
  3. In the event of cashier, order/demand is lost, stolen or damaged before it delivered to the beneficiary or before encashment to beneficiary. The ordering customer (purchaser) shall provide the issuing bank with an acceptable written undertaking, to compensate the bank for any claim from the ordering customer or the beneficiary or any other party in respect of the lost, stolen or damaged cheque in order to protect the bank against any liabilities that may arise from such demand draft.
  4. In the event of a request to cancel the cashier order/demand draft, A written request must be submitted to cancel the cheque accompanied by the original cheque and endorsed by the customer and then the amount of the cheque is deposited in the same account which cheque amount was debited.
  5. The customer acknowledges and agrees If the Cashier Order presented for payment by the first beneficiary before its presentation period expired and was not endorsed to another beneficiary, then the Cashier Order will be paid to the beneficiary without referring to the ordering customer.

## Cheque Deposits.

The Bank acts only as a collecting agent of the Customer in receiving items for deposit or collection (whether cheques, bills, commercial paper or otherwise). The Bank may present such items at its discretion in accordance with its usual practices and assumes no responsibility for any delays or other problems. All cheque deposits will be credited to the Account upon final payment to the Bank. The Bank may charge back and reverse the credit for any item at any time even after actual final payment, including without limitation any item drawn on the Bank if it is determined that such item is not to be honored against the drawer's Account, even if doing so creates an overdraft.

## Saving Account

- All withdrawals from savings Accounts may be made by the Customer at the Bank's counters or by ATM. No cheque book will be issued.
- Commission will accrue on the daily balance during each calendar month at a rate per annum to be determined from time to time by the Bank and subject to change by the Bank.
- Commission calculated monthly and paid to customers every six months.

A table is attached below displays the interest calculation method on Savings Account Customer acknowledges that he read and understood the terms and conditions of accounts open

Saving account Type	Minimum initial deposit Amount	Minimum Monthly Contribution	Maturity in years	AER	Number of Withdrawals Permitted in the 1st Year	Number of Withdrawals Permitted in the 2nd Year
Saving Account	0	0	-	0.10%	No Limit	No Limit

The interest rates mentioned above are an example and changeable

## ATM Card MADA

### ATM Card/Debit Card:

1. For eligible Account types, a Debit Card will be issued to the Customer at his request. A debit card enables the Customer to electronically access the Customer's Account for various Banking transactions. The Bank is authorized to carry out the designated transaction whenever the Customer's Debit Card is used to access the Customer's Account. Since the Debit card offers a Customer, another way to use the Customer's Account, any transaction made using the Debit card will be subject to all terms and conditions and rules and regulations governing the use of the Account and such other terms and conditions as may be issued by the Bank from time to time.
2. In case, the Customer orders issuance of a co-applicant (supplementary) card, the Bank will do so on the full responsibility of the Customer.
3. The Debit Card shall at all times remain the property of the Bank and the Customer shall surrender the Debit card to the Bank immediately upon request or upon Customer request to close the account.
4. The Bank reserves the right to withdraw and/or cancel the card, and/or any of the facilities provided by usage of the card, for any reason at any time.
5. The Customer will be given a Personal Identification Number (PIN), which must be used with the Customer's Debit card at an ATM or Point of Sale (POS) terminal, in order to access the Customer's Account. The Debit card and the related PIN are issued to the Customer at the Customer's risk and the Customer agrees not to give its Debit card or disclose the PIN to any other person and acknowledges the importance of safekeeping the Card and PIN.
6. The Customer must promptly notify the Bank if the Debit card is misplaced or stolen or if the PIN has been disclosed to any other person. If, however, the Customer fails to provide such notice, the Customer will be liable for all transactions prior to receipt of an authenticated notification of loss or theft of the Card through the Bank official delivery channels.
7. Cash deposited at Cash Deposit Machine (CDM) will be instantly credited to the Customer Account, as per the counted and accepted the physical cash by the machine. Bank will not be held liable for any



errors/omissions made by the Customer while performing the transaction and the Bank's decision will be final and on the Customer.

8. The Bank will debit the Cardholder's Account with any withdrawal or transfer performed by the use of the Card. The Cardholder shall in all circumstances accept full responsibility for all transactions processed by the use of the Card, whether or not processed with the Cardholder's knowledge or by his/her authority.

9. The Bank's record of transactions processed by the use of Debit card shall be conclusive and binding for all purposes.

10. The Bank shall debit the Account for any withdrawal effected by the use of the Customer's Debit card up to a maximum of SAR5,000 from the Account through the ATM per day, and up to SAR 20,000 for purchases through Point of Sales. However, the Customer may request to increase the daily limit of Point of Sales purchases up to SAR200,000 based on written request as per the related regulatory rules and at the Bank's absolute discretion through any of our Branches or by contacting Customer s Service Call Center- Banque Saudi Fransi.

11. The Bank shall debit the Account of the Customer with any charges advised from time to time for any replacement of lost or damaged ATM card in case the Customer asks the Bank to issue a card instead of his lost or damaged card, as well as in case the Customer requests the issuance of a supplementary card.

12. The selection of a new PIN and/or the replacement of lost\damaged the Debit Card shall not be construed as commencement of a new contract.

13. The Bank shall not be responsible for any loss arising directly or indirectly because of misuse of the Debit card or the ATM \ POS.

14. If the rules and regulations of the regulatory bodies allow cheque deposit facilities to be made available to Customer s by means of the Debit card, any cheque deposited by the use of the Debit card shall only be accepted for collection only and the proceeds shall not be available until the cheque(s)has been cleared and the proceeds paid to the Bank by the paying Bank

15. If a Debit card is being issued in connection with a joint Account, the Customer s owning the Account will be jointly and severally responsible for all transactions processed by any of them using the Debit card and such Customer s shall be jointly and severally bound by all terms and conditions and all other rules and regulations governing their Account.

16. The Bank is not responsible for the refusal of any ATM card on any POINT of Sale by any party. The Bank also does not take any responsibility for the goods or services provided to the Customer , which are paid for by the card, and the Customer must resolve his dispute with the concerned party independently, and the Customer's request of a claim against any party does not absolve the Customer of his responsibilities towards the Bank and the Customer must submit his claims concerning his purchases to the concerned party directly and not to the Bank The Bank will deduct the value of the Customer 's purchases of goods or services made using an ATM card at a point of sale that belongs to any party from his account. If the Customer refuses to sign any receipt, he does not absolve him of his liability to the Bank for these purchases.

17. The Bank will not be liable for any failure to provide any service or to perform any obligation hereunder, where such failure is attributable, whether directly or indirectly, to any dispute or other circumstances beyond its control. The Bank will not be liable for any consequential or indirect damage arising from or related to the use of the Debit card on any ATM, POS or other terminal, the temporary insufficiency of funds in the ATM, or the malfunction/failure of such equipment.

18. The statement billing currency amount will be in Saudi Riyals; however, all foreign currency transactions would be debited from the account in Saudi Riyals as per the prevailing interchange conversion rate on the date of the transaction made by Cardholder (Customer).

19. The Bank shall charge the Cardholder/Customer a fee whenever he uses the BSF Debit Card outside the Kingdom of Saudi Arabia for withdrawals and/or inquires through ATM.

20. The Cardholder/Customer would be liable for any difference resulting from currency conversions when the Bank will post the transaction to the Cardholder's Account.

21. The use of BSF Debit Card outside the Kingdom of Saudi Arabia by the Cardholder\ Accountholder shall be subject to the local acquiring rules where the card is used.

22. The Cardholder will be able to make online purchases that enable him to enter the card data when the

merchant performs the transaction, so that the card data can be encrypted and used in the future

23. The Cardholder will be able to make pre-authorization transactions that enable the merchant to keep\block an amount on MADA card for a future payment, and the blocked funds will not be available to the Customer during the blocking period, as they are not deducted from his account but are blocked only until the payment time is made to be deducted from the Customer 's account

24. The Bank offers Ether service to its MADA Cardholder's Customer s, through which purchases can be made through the near-range communication technology of stores that support Ether service without the need to insert the card into the POS device, and with a certain limit for the single transaction while maintaining the maximum accumulating total amount of transactions. The maximum accumulating total amount of transactions will be reset when Cardholder make a purchase or cash withdrawal using the pin number

25. In the event of a cardholder exercising their entitlement to a Refund, the cardholder agrees to accept credits to his associated Card Account for such Refunds and agrees to the Refund policy of that merchant.

26. If cash is used, a cash amount can be obtained by the merchant with a fixed daily limit, when making a purchase through POS, so that the cash amount is deducted with the purchase value directly from the Customer's account.

27. Clause of Illegal Transactions: The Cardholder\ Accountholder undertakes not to use the Debit Card issued for him\her directly or indirectly for any illegal transactions or purposes subject to the rules and laws of Kingdom of Saudi Arabia and the place where he/she uses his/her card, and those, which also violate the Agreement signed by the Customer .

#### MADA card fees from Banque Saudi Fransi

New Issuance of MADA Card	Free
ATM Cash Withdrawal \ Deposit (within Kingdom of Saudi Arabia)	Free
POS Use of mada Cards (within Kingdom of Saudi Arabia)	Free
MADA Card Renewal	Free
Naqd Service	Free
MADA Card Re-issuance(lost/damaged/3 invalid password entries)	SAR 30
Issuance of Additional MADA Card	SAR 30
Cash Withdrawal (within GCC)	SAR 10
Balance Inquiry (within GCC)	SAR 3
Cash Withdrawal (International)	SAR 25
Balance Inquiry (International)	SAR 3.5
International Transactions (outside Kingdom of Saudi Arabia)	3%

#### Annex - 4

#### Phone Banking Service

##### 1. Definition

##### Customer Instructions:

Means the instructions given or purported to be given by the Customer to the Bank via the Call Centre (Phone Banking Service) and includes verbal Instructions issued or purported to have been issued by

the Customer to the Bank, and the same are irrevocable and binding on the Customer upon receipt by the Bank.

### **Interactive Voice Response (IVR):**

Interactive Voice Response means the machine that the Customer interacts with when using the Phone Banking Service; it responds to and will accept touchtone evidence Instructions.

### **Phone Banking:**

Means any or all of the Banking services offered by the Bank, which can be availed by the Customer via a telephone and the automated Interactive Voice Response machine.

### **Phone Personal Identification Number (Phone PIN):**

Means the Phone Personal Identification Number selected by the Customer to verify the identity of the Customer and to be used by the Customer to authorize transactions via the Call Centre or phone Banking Service.

## **2. Terms and Conditions:**

1. The Customer should maintain an account with any branch of the Bank. In the event of the account being closed for any reason the service shall be immediately ceased.
2. The Bank reserves the right to reject any instructions given by the Customer via the Phone Banking Service and to stop the use of the Customer of the service and to amend the Terms and Conditions of the Phone Banking Service at any time and at its sole discretion. The Bank will notify the Customer of such amendment of the Terms and Conditions (30) days prior to the effective date, by any means it deems fit.
3. The service is provided entirely at the risk of the Customer who shall indemnify the Bank for all loss or damage howsoever caused resulting from the use of the service.
4. The Customer should not disclose the ATM PIN or the Phone PIN to any other person. In the event of unauthorized disclosure of the ATM PIN or the Phone PIN, by any means, the Customer must promptly notify the Bank of such disclosure, and the Customer will be liable for any transaction executed via the Phone Banking Service prior of the Bank receives an authenticated notification from the Customer through the Bank official channels of such unauthorized disclosure.
5. The Customer hereby irrevocably and unconditionally accepts all debits made to the account arising from the use of the service, and he has the right of objection on any errors.
6. The Customer must ensure that there is sufficient balance in the account before making any transfers from it. In case the account becomes overdrawn for any reason as a result of the use of the service, the Customer will be responsible for covering the balance and must immediately make direct payments or transfer amounts from any other account held by the Bank and in case of failure to comply with this requirement, the Bank has the right to cancel the service and collect the amount of the overdrawn balance from any other account belonging to the same Customer within the Bank and without taking his consent.
7. The funds transfer service is limited to an equivalent of Saudi Riyals as set by the Bank where cross -foreign currency transactions are involved.
8. Where a Bank discovers an error, or is informed of an error by a consumer making a complaint or a claim, then the Bank shall refund the Customer and all other consumers who are proven to be affected by a similar error. This shall be completed within (60) business days of the original error being identified. The Bank should issue a communication to all affected consumers, advising them of the error and the steps being taken for corrective action, including the amount of the refund to the consumers' accounts.
9. The Bank shall not be responsible for any erroneous payments to Utility Companies or any other entity arising out of wrong input of Customer subscription number by the Customer. The Bank shall not be responsible for any mistake or omission caused by the service and/or any delay by the Bank due to reasons beyond its control in onward transmission of the funds to the Utility Companies or any other entity, which may result in disruption of the utility service.
10. Where the service is made available linked to an account with the Bank in two or more names, it is acknowledged that, irrespective of whether the mode of operation of such account is joint or either or survivor, the service may be used by one Customer acting alone.
11. By registering with the Phone Banking Service, accepting and selecting the ATM PIN or Phone PIN, the Customer authorizes the Bank to act on his, oral\ touch tone\ telephonic Instructions with the

Bank's absolute discretion. The Customer hereby authorizes the Bank to rely and act, without any liability on the part of the Bank, upon all such Instructions issued by the Customer and to accept the same as correct, accurate and duly authorized by the Customer.

12. The use of the correct ATM PIN or Phone Banking PIN shall constitute confirmation of identity of the Client and the Bank may, but is not obliged to, further confirm the identity. The Client hereby also agrees and authorizes the Bank to record such contents of any call to the Phone Call Centre made and logged under IVR as may be deemed appropriate by the Bank and such recorded conversation may be produced as evidence, when required. The Bank may utilize other means of confirming the Instructions. The Bank reserves the right to refuse to execute any or all of the Instructions if there is a failure on the part of the Client to confirm the Instructions/information's, in the event the Bank is in doubt as to the identity of the caller, or the credibility of any Instruction\ information's.

13. The Customer shall be solely responsible for ensuring that the ATM PIN or Phone PIN and any other Information that may be communicated to the Customer in this regard by the Bank is fully secured and is not disclosed to any unauthorized persons or third parties. The Bank's Customer Service Representatives are NOT authorized to receive the detail of any Customer's Phone PIN or ATM PIN. The ATM PIN or Phone PIN will only need to be disclosed via touch-tone telephone while using the automated IVR.

14. In the event of stolen or lost ATM Card, the Customer shall immediately notify the Bank to block its ATM Card and access to Phone Banking Service will be blocked. The Customer understands and agrees that the Bank will not be liable for any misuse by another person in such an event and for failure of the Customer to notify the Bank.

15. The Customer acknowledges that phone Banking that may be provided by the Bank at its discretion involves inherent risks, including, but not limited to, risks associated with fraud and unintended/erroneous instructions, which the Bank cannot eliminate. The Customer hereby indemnifies the Bank of all liabilities and responsibilities and accepts any risks and all risks associated with the use of the Phone Banking Service.

16. The Bank's standard Banking rates will apply to all transactions performed by the customer through the Phone Banking Service.

17. The Bank reserves the right to change and amend these Terms and Conditions at any time and upon notice to Customer in advance of (30) working days prior to the Effective Date.

18. Bank statement reflecting fees and service charges relating to telephone instructions will be dispatched to Cardholder on a periodic basis. The Cardholder must immediately reconcile his statements for all telephone instructions and contact the Bank within sixty (60) days of the statement's date to dispute the transaction. The Cardholder will be deemed to have waived his claims after elapse of this period.

## Annex - 5

### Internet Banking

1. Accessing the Internet Banking (the Service) entails that the Customer fully accepts all items stated in this Agreement.

2. The Bank is offering this Service through the Internet, utilizing the best security measures, but the Bank is not responsible for any errors that might occur. Therefore, the Customer shall be solely responsible for all risks inherent in, or resulting from, using the service.

3. The Bank agrees to offer the Service to the Customer, but the Customer will be fully responsible for any faults caused by any software used by the Customer, or if the Customer uses any device .

or software that causes risks to the security, integrity or functionality of the system, or any viruses residing on the Customer's PC that may compromise Customer's critical data, and the Customer will be held responsible for any consequences that may arise as a result of that

4. The Bank shall have the right to stop or suspend the Service at any time, and will notify the Customer with reasons (30) days prior to the effective date.

5. The Customer agrees that the Bank will not conduct any payment if the Customer does not have sufficient balance in the account he designated, at the time the order is to be performed. The Customer also agrees that the Bank will not conduct any funds transfer if the transfer amount exceeds

the daily transfer limit.

6. The Customer agrees to pay fees \ charges established by the Bank for any internal or external.
7. The Customer alone shall bear any responsibility that may arise as a result of debiting his account, or transferring any amount to another Customer's account by mistake.
8. If the Customer suspects any transaction recorded in his activity history, provided by the Service, the Customer must inform the Bank within a period not less than (30) days from the date of sending the relative statements of account to the Customer by mail or delivering it to him by hand, or by E-mail, otherwise, the transaction is deemed to be performed on the Customer 's behalf.
9. In case the Customer claims that, he did not perform a transaction recorded in his activity history the Bank will investigate the matter, and will perform a thorough investigation. The Customer will provide the Bank with his name, account number and transaction reference number and the Customer will be informed of the result of these investigations as soon as possible. Electronic mail, provided through the Service, is used as a means of secure correspondence between the Bank and the Customer. The Customer agrees to receive e-mail messages from the Bank through the Service. The Customer is considered a recipient of any message the Bank sends to the Customer.
10. The Customer is fully responsible for safeguarding his User-ID, Password(s), The Customer undertakes to keep the relevant User-ID, Password(s) as confidential and private, and keep them in separate secure places, and not to release them to anyone. The Customer should exercise extreme caution when using his User-ID, Password(s), on a PC in a public place. The Customer releases the Bank from any responsibility or harm that may arise as a consequence to the misuse of this Service or due to the Customer's breach of this obligation.
11. The Customer understands completely that the User-ID and Password(s) are considered the identification means to verify the Customer's identity, therefore all transactions performed using them and anyone using them will be considered the Customer's. The Customer shall be liable for all transactions performed by using his identification means.
12. In case the Customer suspects that a Third Party is tampering with his accounts through the Service, or he doubts that his user ID and password(s) are compromised by some Third Party. The Customer must inform the Bank of this immediately, the Customer will be liable for all transactions prior to receipt of an authenticated notification through the Bank official delivery channels.
13. The Service will be temporarily locked in case the login password is entered incorrectly three consecutive times. The Customer will have to refer to call center to re-activate the Service.

## Annex - 6

### Opening Bank Account via Banque Saudi Fransi Website

#### Terms and Conditions :

1. The Customer's Identity must be valid.
2. Customer age should be of eighteen Hejarian years' old and above.
3. The mobile number used for registration must be from one of the service providers in the Kingdom.
4. Customer can dump the process of online account opening and come back to it later to continue and his previous inputs will still be there.
5. The e-mail address must be correct.
6. The national mail address must be correct, and must be registered with the Saudi Post.
7. The Customer must be registered in 'Abshir' services and to be inside the Kingdom to complete the new Bank Account information process.
8. The Customer confirms that he does not occupy himself or any of his relatives of the first degree and have not previously occupied any political position or senior position in the state or military position.
9. The Customer certifies that he is not incapacitated to open a personal account with the Bank on his own (mental, physical or legal cases). He also certifies that he is not a holder of special cases that

require identification of Banking procedures (blind or illiterate).

10. The Customer acknowledges that his captured information is true and correct.

11. The Customer acknowledges that he read and understood the terms and conditions of accounts open.

## Annex - 7

### Additional Terms and Conditions

#### A. Authorized Signatories

The operation of the account is primarily the responsibility of the Accountholder, or other persons authorized by the Accountholder, and approved by the Bank. The authorization remains valid until the Accountholder informs the Bank of its cancellation or the expiry of the regular period (five years) of the authorization/power of attorney. On the other hand, when the authorized person identity expires and not presents a renewed document or a valid national identity document instead of it the authorization of operation and cancellation of the account should be through a power of attorney or authorization on the Bank's format. Electronic services can be used by the Bank to verify the authenticity of the power of attorney.

A Power of Attorney given by the Accountholder, whether notarized, or on Bank's format, or a letter of authority to an Agent/Attorney, to operate the Account and to make other acts and things will be binding on the Accountholder as stipulated in the Power of Attorney/letter of authority and the Accountholder hereby requests the Bank to rely on such Power of Attorney which will remain in force and effect until such time as the Bank receives from the Accountholder a written revocation of the Power of Attorney. The Accountholder shall indemnify and hold the Bank harmless from all claims and liabilities paid or incurred by the Bank in connection with the acceptance of such Power of Attorney, and the operation of the Account by the Attorney. The Bank shall be entitled to accept/reject the Power of Attorney/letter of authority in accordance with rules governing the opening of Bank Accounts and general operational guidelines issued by Saudi Central Bank (SAMA).

1. Authorized Signatory (s) shall have full power and authority to act on the Customer's behalf in opening and operating the Accounts with the Bank, in Saudi Riyals or any other currency and requesting cheque books and/or ATM cards and any other services within the authority limits in the appointment of authorized representatives form/Power of Attorney.

2. Authorized Signatories shall in all cases be deemed to have full power and authority to do the following within the authority limits in the appointment of authorized representatives form/Power of Attorney in their absolute discretion within the scope of credit balances and/or credit and/or other Banking facilities made available to the Customer unless the Customer advises the Bank otherwise in writing.

A. Operate, administer and close any and all Accounts opened for the Customer by the Bank ("the Accounts")

B. Make deposits into and withdrawals from the Accounts;

C. Issue and sign cheques, all order notes, bills, receipts transfer orders, payment orders, transfer applications, demand draft applications and Letter of credits/guarantees and give all related endorsements and discharges, even if doing so would create an overdraft;

D. Issuing ATMs and credit cards.

3. The power and authority of Authorized Signatories shall not be affected by any change in the Customer's ownership, status or constitution and Authorized Signatories will be deemed to have power and authority to act on behalf of the Customer unless and until the Customer advises the Bank otherwise in writing. The Bank shall, without inquiry, permit Authorized Signatories to deposit in, deliver or transfer to or withdraw from the Customer's Accounts any and all funds, instruments or other property and including without limitation any disposition for the personal credit or Account of an authorized signatory or in payment of the individual obligation of an Authorized signatory to the Bank or others.

4. Authorized Signatories will be presumed to have the power and authority to act singly on behalf of the Customer unless the Bank is specifically advised in the signature instructions in this Agreement or separately in writing that an Authorized Signatory must act jointly with another

## Authorized Signatory

5. Any act or failure to act of an Authorized Signatory will in all cases be deemed to be an act or failure to act of the Customer.

6. Should the Accountholder authorize the attorney (authorized signatory) otherwise, the Bank will be informed in writing and approve the same.

### B. Non-moving accounts:

#### A. Dormant Accounts.

The account is considered dormant if completes (twenty-four) calendar months from the date of last debit financial transaction conducted by Customer or his/her, authorized representative recorded or documented written instructions regarding transactions.

- Once the account becomes dormant, it is not allowed to accept any withdrawal or transfer on dormant account except by the presence of an individual Customer or the attorney-in-fact who stipulated in his power of attorney to deal with Customer 's Bank accounts, his/her heirs representative or the authorized person for the account if it is an account for an institution (juristic person). An exception allows the acceptance of fax or e-mail documented and certified in Bank records or the execution of Debit financial transactions on the account using one of the BSF electronic channels such as the Internet and the phone Banking to be an alternative to the presence of the Customer , while confirming the Customer 's knowledge of the status of the account and the nature of The process performed.

#### B. Unclaimed Accounts.

The account is considered unclaimed if completes (five) calendar years (60 months) including dormant accounts stage and the Customer or his/her authorized representative did not execute any DEBIT financial transaction recorded or written instructions regarding transactions and the Bank cannot determine the Customer and all means of contact are exhausted.

- In the event that the Customer contacted the Bank to reactivate his account or withdraw the balance during the stage of Unclaimed, then a new account may be opened and transferring the outstanding balance in the Bank's records to it, or to pay the balance by a Bank cheque or Bank transfer after verifying the identity of the Customer or his legal agent or his inherited agent or authorized person to manage and operate the account (as the case may be)

#### C. Abandoned accounts.

The account is considered abandoned if completes (ten) calendar years unclaimed (means fifteen calendar years from the date of last Debit financial transaction),

### C. Minor's Account.

A. Bank accounts are open to minors, ages or mentality disabled of those under the age of (15) years of hijri by the knowledge and signature of the father, guardian or curator, and the father, guardian or curator must submit his original identity document, a copy of the birth certificate of the minor or the family register of the family, and a copy of the court's guardianship/curatorship deed for the guardian and curator, and the account shall be in the name of the minor while it is operated by the father, guardian or curator, as the case may be provided that no cheque book will be issued unless he has attained the age of (18) Hijerian years' old.

B. When a minor reaches the age of (15) Hijerian years, and if the father, the curator, or legal guardian (as the case may be) wish to open an account for him after he has attained this age, then this may not be allowed except with the National Identity Card. If the minor wants to open an account for him after reaching the age of (15) Hijerian years, he will be allowed to do so.

C. If the minor is Mentally disabled reaches the age of (15) years Hijri of, the Bank accounts are opened to him by the knowledge and signature of the father, mother, guardian or curator, and the account operated by the father, mother, guardian or curator, provided that the father, mother, guardian or curator submits their original identity document, the identity document of the minor Mentally disabled, and a copy of the legal deed that proves the case of the minor is Mentally disabled, and a copy of the legal deed proves continuing guardianship of the father over his minor Mentally disabled son, or a copy of the legal deed of guardianship/curatorship of the minor Mentally disabled, as the case may be

D. The minor's account opened based on family register shall be frozen at the end of three years from the date of the opening of the account or the expiry of three years from the date of the account update, and does not require the presence of the minor and is only the presence of his guardian/curator, and before the minor reaches (15) hijri years, the Bank shall inform the guardian or curator of (90) calendar days of the need to update the Customer 's account details and obtain the national identity document data of the minor

E. The father/grand-father or the legal guardian who opened the account agrees to waive credit balance in the account to the minor when he/she attains the age of (18) Hijerian and to release the Bank from any responsibility.

## Annex - 8

### Other Declarations

1. If the Customer or his agent uses a personal seal for withdrawals, the Bank must immediately be notified in case the seal is lost or stolen, and Customer accepts full responsibility from any improper use thereof.

2. No transaction of withdrawal or transfer shall be allowed on dormant Account except in the presence of the respective Customer personally or his legal attorney expressed specifically in the power of attorney issued by the Customer to operate the Account or his heir's attorney

3. That he agrees to provide Banque Saudi Fransi with any information that it requires for the establishing and/or auditing and/or administering his Accounts and facilities therewith and he also, authorize it to obtain and collect any information as it deems necessary or in need for regarding him, his Accounts and facilities therewith, from the Saudi Credit Bureau (SIMAH) and to disclose and share (inclusive of Data Pooling) that information to the said company (SIMAH) or any other licensed Credit company in accordance with the Membership Agreement and Code of Conduct approved or to any other agency approved by the related Supervisory and Regulatory Authorities

4. The Customer authorizes the Bank to provide the Saudi Instant Payments System with his account information, which includes (a) the name of Customer (b) account number (c) mobile number (d) id number (e) e-mail. The system will allow the Customer to carry out real-time and scheduled transfers between different Banks in the Kingdom (24) hours a day and outside the Banks' working hours. The Customer has the right not to participate in giving his account information at any time by submitting a withdrawal request through various channels of the Bank.

5. If the Bank decides to close the account, the Customer will be notified (60) days prior to the date of decision to close the account, along with explaining the reasons for this closure and the Bank can close or freeze the account immediately in the event of the discovery of cases of embezzlement or fraud associated with it.

6. The second party (the Customer ) agrees that the first party for the purposes of opening and operating the current account, updating the Customer 's information and complying with applicable regulations to obtain personal identity data and take a copy of it and that will kept in the Customer 's file with the Bank.

7. The Customer hereby agrees to register the mobile number associated with his/her account(s) as approved by the Verification Service "Tahaqaq". The Bank shall have the right to verify the validity of the mobile number associated with the Customer's account(s) by matching his/her ID number with the mobile owner's ID number.

8. In accordance with the Value Added Tax Regulation in Saudi Arabia, the Bank will add the tax value applicable to the fees of the offered services and products subject to VAT except for those services and tax-free products in accordance with the Tax Regulation. The rate may be amended from time to time, as per the VAT Rules and Regulations.

9. The Bank will inform the customer, through a text message to the mobile phone number registered in Bank records in addition to other documented channels, of any change in the terms and conditions of the Agreement at least (30) days before the change comes into effect, and enable the customer to object in the event of their non-consent to the notification received through one of the documented channels.