

## TERMS & CONDITIONS FOR ACCOUNT OPENING AND OTHER BANKING PRODUCTS & SERVICES

### A. ACCOUNT OPENING

1. **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:  
"Account" means the bank account which is the subject for the application presented by the Account Owner to the Bank for availing such Account pursuant to the terms herein.  
"Account Owner" means the applicant(s) for the Account and in the case of Joint Account it means each of the applicants.  
The Bank means Samba Financial Group with Commercial Registration No.CR1010035319, having its Head Office at King Abdulaziz Road P.O. Box 833, Riyadh 11421 Saudi Arabia.  
"Instrument" means a draft and other non-cash instrument for payment of money
2. **Deposits:** All checks and instruments deposited in the Account are subject to collection in cash or solvent credits paid to the Bank at its office. The Bank has the right to debit the Account for the amount of any check or other instrument credited to the Account and not subsequently honoured. The Bank will not be liable for any loss due to the fault of, or delay by, any local or foreign collecting or correspondent bank.
3. **Collections:** These items are accepted for collection and transmission only at the Account Owner's own risk and the Bank will not be responsible for any neglect, or error on the part of its correspondents, nor for their solvency or that of their sub agents, nor will the Bank be responsible for loss or delays occurring in the course of transmission of any bills or documents attached thereto nor for the authenticity or regularity of any such bills or documents. Proceeds will be credited after realisation.  
The Account Owner agrees that if the collection items is forged, counterfeit or is another country's government check, it can be returned after the legally stipulated period of that country. So, in any one of such events, the Account will be debited for the value of the returned item, plus any charges thereof, whenever the same is returned, irrespective of the length of time taken to return it.
4. **Overdrafts:** Unless the Account Owner has an overdraft credit facility under a separate agreement with the Bank, (a) checks causing the account to be over drawn will be returned and the Account will be debited a charge in accordance with the tariff of charges issued by the Bank from time to time for each check returned and (b) if a check creating an overdraft is inadvertently honored by the Bank, the Account Owner shall promptly, upon demand, pay to the Bank the amount of the overdraft plus a penalty in an amount to be determined by the Bank from time to time and accruing for each day elapsing until the Bank has been fully reimbursed therefore.
5. **Stopping Payment of a Check:** Except as otherwise provided in Section A Article 6 below, the Account Owner may stop payment on a check in accordance with the Commercial Papers Law regulations drawn on the Account if the Account Owner notifies the Bank by mail or by completing and delivering a stop order form at a Bank branch office. The stop order will be effective when noted by the Bank on its records of the Account, and shall remain effective for the period prescribed by applicable regulatory requirements for dated checks and 12 (twelve) months for undated checks. Any stop order to be effective must include the Account number, the number and date of the check, the name of the payee and the amount. The account Owner shall indemnify the Bank against any loss or claim arising in connection with the Account Owner's stop order instructions.  
The Account Owner also agrees: (a) that should the said check be paid through inadvertence, oversight or as a result of misdescription to the check, the Bank will in no way be responsible, provided that the Bank has followed the usual procedure for handling stop payment orders; (b) to notify the Bank promptly in writing, if the said check is received or destroyed; and (c) to notify the Bank in writing, before issuing any replacement and to state on the face of such replacement check the word "REPLACEMENT" and a date different from that shown above. To secure such obligations, the Account Owner hereby unconditionally and irrevocable authorizes the Bank to immediately and without notice to the Account Owner, set-off against such obligations any funds or collaterals available in any Accounts and/or investments of the Account Owner with the Bank.
6. **Manager's Checks Stop Payment Order:** The Bank is entitled to disregard any stop payment order issued by the Account Owner with respect to any managers check drawn on the Account which has been certified by the Bank. However the Account Owner hereby agrees: (a) to indemnify the bank against any loss or damage that the Bank may incur as a result of the non-payment of the said check, (b) to pay the Bank, on its first demand, the value of the said check and any additional charges incurred by the Bank in the event that the Bank, any of its branches, correspondents or agents should effect payment of the said check, and (c) to notify the Bank promptly in writing if the said check is received or destroyed.
7. **Joint Account:** If the Account is a joint account, credit balances will be owned jointly by the Account Owners in equal percentages unless otherwise provided. Each of the Account Owners may make deposits in and, if his or her individual signature card is on file with the Bank, may make withdrawals from the Account and the Bank shall be entitled to act on written instructions with respect to the Account signed by all Account Owners or by any one of them alone, unless otherwise provided. Each Account Owner authorizes the other to deposit in the Account any checks or other instruments payable to all or any of the Account Owner(s), and should any such check or instrument be received by the Bank without endorsement, the Bank is hereby authorized to endorse

the same on behalf of the Account Owner(s) and to credit the same to the Account.

Credit balances in the Account at any time or times may be withdrawn or otherwise disposed of in whole or in part by check or other written instructions signed by any one of the Account Owners (or any Account Owner's attorney-in-fact or other legal representative) without the written consent of any other Account Owner. The Bank shall have no duty of enquiry as to checks or orders payable to the Account Owner signing the same. Payment or withdrawals from the Account on the orders or instructions of any of the Account Owners may be made regardless of whether the other Account Owner or Owners are alive at the time of payment, but if the Bank is given written notice of the death of an Account owner, the Bank shall be entitled to suspend operation of the Account and to hold any credit balance until the bank has received written instructions pursuant to a court order or signed by the surviving Account Owner(s) and the legal representatives or heirs of the deceased Account Owner. The Account Owners jointly and severally release the Bank from any liability in making or withholding payments pursuant to this paragraph.

The Bank may exercise the right to set-off referred to in Section L Article 3 herein and apply all or any of the credit balance of the Account to any indebtedness, matured or unmatured owed by any Account Owner without notice to or further consent from any other Account Owner.

Any debit balance arising on the joint account for any reasons (and any other liability that may be incurred) will be the joint and several responsibility of all the Account owners. Any such liability will not be discharged or otherwise affected by the death or incapacity of any one or more of the Account Owners.

8. Savings Account: Without prejudice to the other terms and provisions, the following terms and conditions shall apply on Savings Accounts.

- a. Withdrawals. All cash withdrawals from a savings Account may be made by the Account Owner at the Bank's counters or at the Automated Teller Machines. No Cheque book will be issued.
- b. Commission on Account Balances: Commission (if applicable) will accrue on the minimum balance above SAR 1,000.00 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 without prior written notice to the Account Owner. No commission will accrue for the period in which the Account is closed. Accrued commission will only be credited (made available) periodically on dates decided by the Bank and at the time the Account is closed.

9. Foreign Currency: If the currency of the Account is other than Saudi Riyals, Account credit balances may be deposited in the name of the Bank, but at the risk of the Account Owner, with correspondent banks in or outside the country of such currency, and the Account Owner accepts the risk of all legal or administrative restrictions now or hereafter imposed with respect to exchange or transfer of such currency and all taxes or charges imposed by the country of such currency. Withdrawals from the Account of such currency may be made by draft in a form approved by the Bank, or by electronic transfer, or by traveler's checks or by cash withdrawals to the extent approved by the Bank. Any stamp, transmission or other charges related to withdrawals from any account hereunder, will be paid by the Account Owner upon demand.

Foreign currency cash withdrawals shall be subject to availability of the said currency.

10. Authorised Agents; Power of Attorney: If the Bank is presented with a power of attorney, authorising an attorney-in-fact to operate the Account, which the Bank has reasonable grounds to believe was signed by the Account Owner, the Bank shall be entitled to rely upon such power of attorney and shall not be liable for, nor chargeable with notice of, any legal deficiencies in respect of the contents or formalities of execution or the absence of notarisation of the power of attorney, and the Account Owner hereby requests the Bank to rely upon such power of attorney and to honour all checks or instruments drawn upon the Account by the grantee of such power of attorney, regardless of whether such checks or instruments are payable to the Account Owner or such guarantee or otherwise, and the power of attorney. The Account Owner shall indemnify and hold the Bank harmless from any and all claims and liabilities paid or incurred by the Bank in connection with reliance upon, and the operation of the Account by the guarantee of any such power of attorney.

11. Authorised signatories; Notice of revocation; Dissolution of partnership: Notwithstanding any contrary information in any public announcement or, if applicable, in the Account Owner's commercial registration, the Bank shall be entitled to rely on instructions as to authorised signatories until written revocation of such instruction by the Account Owner has been delivered to and receipt acknowledged by the Bank. The Bank shall have no duty of inquiry as to checks or orders payable to any authorised signatory.

Payments or withdrawals from the Account on the orders or instructions of any partner of the Account Owner (if the Account Owner is not a natural body) or of any other authorised signatory (ies) maybe made regardless of whether all the partners of the Account Owner are alive at the time of payment, until the Bank shall have received, and acknowledged a receipt of written notice of the death of any partner of the Account Owner or of its dissolution.

The Account Owner shall promptly (a) give the Bank a written notice of the death, legal incapacity, insolvency or withdrawal from the Account Owner of any partner or the commencement of any dissolution proceedings, and (b) as soon as available, deliver to the Bank each and every amendment to the Account Owner's commercial registration. Upon receipt by the Bank of such written notice, the Bank shall be entitled to suspend operation of the Account and to hold any credit balance in the Account until the Bank has received written instructions pursuant to a court order or signed by the surviving partners of the Account Owner and the legal representatives or heirs of the deceased partner. The Account Owner and each of its partners jointly and severally release the

Bank from any liability in making or withholding payments pursuant to this section.

12. Statements and Complaints: The Bank will send the Account Owner statements of the Account in accordance with the Bank's customary practice.

The statement of the Account will be sent periodically to the Account Owners address indicated on the application for the Account or to such other addresses as shall have been furnished by the Account Owner to the Bank in writing. The Account Owner agrees that the statement of account will be mailed only in the event of the Account having transactions during the statement period chosen by him/her to review and retain statements permanently in his record.

The Bank may destroy records of statements, withdrawal forms and other instruments at the Bank's discretion subject to SAMA regulation without notice to the Account Owner. The Account Owner will give the Bank prompt notice of any alleged errors in any statement or advice in writing within 60 (sixty) days after the date of mailing by the Bank. Any other complaints of the Account Owner with respect to the Account shall be brought promptly to the attention of the Bank. All statements shall be conclusively deemed correct unless errors are brought to the attention of the Bank in writing within 60 (sixty) days after the date thereof.

13. Closing the Account:

- I / we understand that the bank is opening the account without requiring me / us to deposit any amount and if I / we did not deposited an amount within a period of 90 days from the account opening date, then I / we agree that the bank shall close the account without any responsibility on the part of the bank.

- I / we understand that if I / we wish to terminate our relationship with the bank I / we shall submit a written request and I / we will return the unused checkbook, ATM card and the bank account card which the bank will destroy in my presence and pay me the entire amount in the account.

- I / we understand and agree that the bank may decline my / our request to close the account if there are transactions which originated under the power and existence of the account such as LC, LG, discounted bills or loan etc., of financial significance and effect that warrant continuation of the account.

- I / we understand and agree that if the account after its opening faced problems as to the verification of the banking relationship, and it was not possible to resolve these problems or the account was used for purposes other than what it was opened for, then the bank will close the account and return the fund to the source.

- I / we understand and agree that if the account opened and then I / we make a deposits and subsequently withdraws the amount and the account becomes zero for 4 years, then the bank after ensuring that there are no transactions which originated under the power and existence of the account, then the bank can close the account.

14. Mailing Address: All statements and other written communications by the Bank to the Account Owner shall be mailed to the Account Owner's address indicated on the application for the Account or to such other address as shall have been furnished by the Account Owner to the Bank in writing making specific reference to the Account number.

15. Limited Period for Retention of Records and Checks: The Account Owner shall be responsible for retaining the statements of the Account in his/her records.

The Bank will periodically transfer its copies of the statements to its microfilm (or similar) records and discard the original statements without notice to the Account Owner. In addition, the Bank will retain the Account owner's cancelled checks until the end of the second month following the close of each full calendar year in which the Account has been maintained, and then, unless the Bank has received from the Account Owner a prior request in writing that the Bank deliver to the Account Owner cancelled checks drawn on the Account, the checks will be transferred to the Bank's microfilm records and the original checks destroyed without notice to the Account Owner. All microfilm records of statements and cancelled checks which are more than the approved retention period may be destroyed at any time by the Bank without notice to the Account Owner.

## **B. SAMBA ATM CARD**

1. The Samba ATM Cardholder (also called the Account Owner and hereinafter called the "Cardholder") accepts and agrees to abide by the following terms and conditions for using Samba ATM Card (hereinafter called the "Card") issued by the Bank. The Cardholder shall mean the primary as well as supplementary/co-joint holder of the Card.

2. The Card shall remain the property of the Bank and will be surrendered to the Bank upon request.

3. At no time and under no circumstances shall the Cardholder inform any entity or person (including Bank employee) of the Personal Identification Number (PIN), assigned to him/her.

4. The Card is not transferable and may be used only by the Cardholder.

5. The Cardholder shall advise the Bank immediately of the loss of the Card in writing, howsoever occurring. The Cardholder shall remain liable for any transaction performed through his/her lost Card unless the Bank has received a written authenticated notification to that effect prior to such transaction taking place.

6. In the event of a discrepancy between the amount of any deposit as stated by the Cardholder and the Bank's count, the Bank's count shall be controlling and binding on the Cardholder.

7. 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. The Cardholder

- accepts the Bank's record of transactions as conclusive and binding for all purposes.
8. Transactions processed by means of the Card shall be subject to limits established by the Bank from time to time. The Bank will in no circumstances be liable to the Cardholder no longer requiring the service or if the Card shall be withdrawn by the Bank for any reason whatsoever.
  9. The selection of a new PIN and/or the replacement of the Card shall not be construed as commencement of a new contract.
  10. The Bank shall be entitled to withdraw the Card, the service thereby provided or to amend or supplement any of these terms and conditions at any time without prior notice to the Cardholder.
  11. Whenever the bank issues a new Card and delivers it to the Account Owner, the Card will carry the same PIN as previously used by the Account Owner. The first successful usage of the new Card on the Bank's or its agents' ATM will invalidate the old card and will be construed as conclusive evidence of receipt of the new Card by the Account Owner.
  12. The Cardholder will be charged a fee whenever he/she makes cash withdrawals and/or inquires about his/her account balance using ATMs located in foreign countries.
  13. The Bank shall not be liable for any circumstances affecting the use of the Card including but not limited to (a) the failure of any merchant to accept or honor a Card; (b) the manner in which the refusal to accept the Card is communicated; (c) any machine, data processing system or transaction link malfunction, strike or dispute relating to the transfer of funds, provision of information or goods or services purchased; or (d) limitation of funds available through an ATM.
  14. Any additional Cards requested shall be subject to the same terms and conditions identified above.
  15. The Cardholder shall be fully and directly responsible for all transactions which are carried out through the use of the additional Card in accordance with the text of this Agreement.
  16. The Additional Card shall be considered as an irrevocable and unconditional authority issued by the Cardholder to the person who uses the additional Card at any time for any transaction. Therefore, the Cardholder shall be directly responsible for all obligations that arise in relation to the additional Card as if these obligations had arisen from using the Cardholder's original Card.

#### **C. SAMBAPHONE BANKING SERVICES BY SAMBA ATM CARD**

1. The Cardholder accepts the terms and conditions for availing SambaPhone Banking services with the use of a Secret Telephone Code.
2. The basic function and use of a Secret Telephone Code is similar to that of an ATM PIN and selection will immediately allow Cardholder(s) to avail SambaPhone Banking services. The Cardholder, by selecting a Secret Telephone Code and/or utilizing SambaPhone Banking services, shall be deemed to have read, understood and agreed to be bound by the following terms and conditions and amendments thereto.
3. Any instructions conveyed or identified by the Card number and the Secret Telephone Code, being in lieu of physical signature, shall be binding on the Cardholder (notwithstanding that they may subsequently be disputed by the Cardholder for any reason including the reason that they were given by a person other than the Cardholder) and may be conclusively relied upon by the Bank and considered as the Cardholder's instructions.
4. The Cardholder shall choose his/her Secret Telephone Code at any Samba Bank Branch or Samba Bank ATM. He/She shall not under any circumstances disclose the Secret Telephone Code to anyone. He/She shall be solely responsible for any losses, costs and expenses incurred whether directly or indirectly as a consequence of disclosure of the Secret Telephone Code. If the Cardholder feels that the Secret Telephone Code has been disclosed or is known to any party, the Cardholder shall immediately change his/her Secret Telephone Code and inform the Bank.
5. The Bank will have the absolute discretion, without notice to the Cardholder, to refuse or act on all or any telephone instructions. The Bank is also entitled to request a written confirmation of the Cardholder's telephone instruction (even where identified by the Cardholder's Secret Telephone Code) and refuse to act on such telephone instruction until such written instructions are received.
6. The Bank may, at its absolute discretion but without being obliged to, tape or record the Cardholder's telephone instructions. The Cardholder hereby consents to such taping or recording, and agrees to its use for any purpose that the Bank deems necessary, including as evidence, in any proceedings or litigation instituted by or against the Cardholder himself or any other person.
7. The Bank shall not be liable or responsible for any loss, damage or expense which the Cardholder may incur or suffer as a result of the Bank acting on any telephone instructions identified by the Cardholder's Secret Telephone Code, including without limitation, where the Cardholder has not complied with Section C Article 4 herein above. The Cardholder agrees to fully indemnify the Bank against any loss, damage or expense that the Bank may suffer or occur for complying with such instruction.
8. The Cardholder hereby agrees that the Bank shall not be liable or responsible for any consequential loss(es), direct or indirect, that result from the Cardholder not being able to use SambaPhone Banking services for any reason whatsoever, whether inside the Kingdom of Saudi Arabia or outside.
9. The Bank shall be entitled to add, change or delete any of SambaPhone banking services without prior notice, verbally or in writing to the Cardholder.
10. At the time of Secret Telephone Code selection, the Cardholder is cautioned for his/her own protection, not to

select commonly associated numbers, consecutive numbers, ascending or descending numbers, etc. These are simple in nature and may be guessed by another person and possible used for fraudulent purposes. For better protection, the Cardholder is also advised to select a Secret Telephone Code that is different from his/her ATM PIN. Further, the Bank reserves the right to block the Secret Telephone Code after four unsuccessful attempts has been made to access SambaPhone Banking services.

11. The Cardholder hereby consents and agrees that the Bank will, from time to time be effecting transactions and acting on telephone instructions without Secret Telephone Code but subject to the Bank's internal verification procedures. The Cardholder agrees that the Bank will not be liable for taking or failing to take such action.
12. All telephone instructions shall be subject to the limits established by the Bank from time to time whether as a result of internal policy or because of regulations imposed by any legal or regulatory authority.
13. The Bank shall have the discretion, at any time, to impose fees, charges as it deems appropriate for offering SambaPhone Banking services in the aforementioned manner. However, request for Telegraphic Transfers, Demand Drafts, Manager's Checks, etc., shall be subject to the appropriate and usual charges. For the purpose of collecting such amounts, the Cardholder hereby irrevocably authorises the Bank to debit any of his/her Account at the time of processing his/her telephone instruction or at a later time as decided by the Bank.
14. 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/her statements for all telephone instructions and contact the Bank within sixty (60) days of the statement's date to dispute the transaction in writing. The Cardholder will be deemed to have waived his/her claims after elapse of this period.

#### D. TIME DEPOSIT

The obligations of Samba Financial Group and the Account Owner in Saudi Arabia shall be solely governed by and restricted to the terms and conditions hereinafter set out:

1. The Account Owner whose name appears on this application shall be deemed to be fully aware of and bound by the terms and conditions governing the deposit.
2. Tenor of the time deposit will be one week to one year. Tenors greater than one year will be subject to market availability and Bank discretion.
3. The time deposit shall be renewed for an identical period at a rate to be determined by the Bank unless otherwise instructed by the Account Owner. Instructions to discontinue automatic renewal of Time Deposit must be received in writing 4 days prior to the scheduled maturity.
4. The Account Owner has the flexibility to withdraw funds anytime before the deposit matures, in which case the commission will be reduced or cancelled due to pre-maturity termination at the Bank's sole discretion. In addition, the Bank may at its discretion impose a penalty amount as determined by it for such pre-mature terminations. If such penalty exceeds the commission payable by the Bank, the Bank will deduct any excess charge from the principal amount deposited at the Bank.
5. The Account Owner may withdraw any amount from the deposit before its maturity only after signing a "Pre-Maturity Withdrawal" form provided by the Bank. By signing such form, the depositor waives its right to claim any indemnity from the Bank for any losses that may result from or due to such pre-maturity withdrawal.
6. The Account Owner must have or open an account with the Bank in the same name or names in which the Time Deposit is held. Such account may not be closed prior to liquidation of the Time Deposit. In the event the Time Deposit is liquidated, the Bank will pay the amount by credit to the Account Owner's account.
7. Foreign currency deposits and investments are subject to rate fluctuations, which may pose an opportunity or risk for the Account Owner depending on market conditions. Therefore, the Account Owner may incur a loss or make profits when converting a foreign currency into the local currency. The Account Owner should therefore determine whether a time deposit investment in a foreign currency is suitable in light of his/her investment objectives, financial instrument and risk profile.
8. In the event of the death of the Account Owner, payment of the funds will be made to the heirs through the underlying account. Distribution of all balances to the heirs will be governed by the regulations of the Bank subject to Saudi law pertaining to estate distribution.
9. Any subsequent changes to the time deposit i.e., principal amount, tenor, rate, etc. shall be governed by the same terms and conditions.

#### E. TRANSFER OF FUNDS

1. Unless otherwise expressly and specifically agreed in writing, if the Bank receives funds in a currency other than the currency of the Account, the Bank may at its discretion convert the funds received from the Account Owner at the Bank's selling rate on the day such funds are received. The Bank's statement in writing that it has effected such conversion shall be conclusive and binding.
2. Currency of transfer if different from that of the country to which the remittance is made, shall be payable to the payee in the currency of the said country at the Bank's correspondent's or agent's buying rates unless the payee by arrangement with the Bank's paying correspondent or agent obtains payment in some other currency upon payment of charges (if any) connected therewith.
3. The Bank will take its customary steps for transfer of funds and in doing so,

the Bank will be free on behalf of the Account Owner to make use of any correspondent, sub-agent or other currency. In no case, either the Bank or its correspondents will be liable for any mutilations, omissions, interruptions, errors or delays occurring in the wire, cable or mail or on the part of any postal and telegraph authority or any employee of such authority or company or through any cause beyond the control of the Bank or its correspondents respectively. The Bank shall not be liable for any error, neglect or defaults, act or omission of any correspondent, agent or sub-agent or of their employees.

4. Refund of Telex Transfers will not be possible except in cases where the payment has not been made to beneficiary for whatever reasons and funds are returned by the correspondent/agent. It is agreed that a charge (determined by the Bank) will be collected from the Account Owner if, owing to incorrect information on the application request, the money transfer is returned by the paying Bank. Cancellation and Refund of Drafts will be possible only after the Bank receives confirmation of effective cancellation from the paying Bank. Refund of purchase in either case will be made on the basis of the Bank's buying rate on the day of refund less the expenses of the Bank, its correspondents and agents.

5. If the draft or manager's check is lost, stolen or destroyed, the applicant will provide the Bank with an indemnity bond acceptable to the Bank, protecting the Bank against liability with respect to the lost, stolen or destroyed draft/ manager's check in connection with any request the applicant may make for the issuance of a replacement check or a refund of the amount of the above requested check.

6. For transfer requests against cash or checks, the application will be considered valid only when machine stamped by the Bank.

7. All Bank drafts issued by the Bank must be presented for payment within the specified time as per applicable regulations with respect to the drawee Bank.

8. The Account Owner understands and agrees that he/she/they will be responsible or liable for any charges deducted by any correspondent or paying bank from the amount remitted to beneficiaries.

9. The customer is aware of and agrees that there may be additional charges levied by correspondent bank / beneficiary bank / paying bank from the beneficiary amount based on their own charge structures.

10. The customer is aware that transfer amount subject to all details provided being in order will arrive with the beneficiary on the value date + 2 business days for International Foreign Currency Transfer. Local transfers performed before the clearing cut-off time (3:00pm) will be credited the same day.

## F. STANDING INSTRUCTIONS

1. While every effort is made to ensure compliance with Standing Instructions, they are accepted by the Bank on condition that neither the Bank nor any of its officers or employees will be liable in any circumstances for any loss or damage, direct or consequential, arising out of any failure to comply or delay in complying with such instructions, whether due to negligence or any other cause.

2. The Bank has the right to charge an annual setup fee for each standing instruction accepted for execution. Normal transaction charges will be applied on each execution of the Account Owner's instructions, in addition to the handling cost per transaction.

3. The Bank shall not be liable to act on the Account Owner's instructions in case the Account has insufficient funds at the time of execution of the standing instructions. As such, the Bank will make two attempts to execute the instruction, i.e., on the precise date/day and on the following day, after which the instructions will be scheduled to the following month/due date for action.

4. The Standing Instructions shall become null and void, if the Account does not have sufficient balance to cover the transaction, including the Bank's charges for three consecutive months/due dates.

5. The Bank reserves the right to refuse to execute Standing Instructions at any time without giving notice or liability to the Account Owner.

6. The Standing Instructions shall remain in force until the expiry date (if any) or will be of an open ended nature. Thereafter, any changes or instructions for cancellation should be received in writing by the Bank to be effective.

7. The expatriate Account Owner, hereby acknowledges that the transferable amount as per the standing instruction will not exceed limits imposed by SAMA either in amount or frequency and validity of the standing instruction cannot exceed one year from the date of signing the Standing Instruction form, unless otherwise renewed. He/she also acknowledges that he/she will have to visit one of Samba Financial Group's branches when required to conduct any amendment or renewal of the standing instruction.

8. Refund is to be made if requested by customer but only if and after Samba receives confirmation of effective cancellation of the remittance and in the case of funds already converted only on the basis of Samba's buying rate on the day refund is made less the expenses of Samba, its correspondents and agents. If it is understood that the cheques purchased are lost, stolen or destroyed, the applicant will provide Samba with an acceptable bond of indemnity, protecting Samba against liability with respect to the lost, stolen or destroyed cheque in connection with any request the applicant may make for the issuance of a replacement cheque or a refund of the amount of the above requested cheque.

## G. CREDIT CARD

### Preamble:

Whereas the Customer (Cardholder) wishes to obtain credit from Samba through Samba Credit Card (Visa / MasterCard) (the "Card") as well as the related Samba Phone and ATM Services, therefore, Samba Financial Group ("Samba") will issue the Card in accordance with the following terms and conditions:

- The above preamble is an integral part of this terms and conditions.

### Cardholder's responsibilities:

1. Upon acceptance of the Cardholder's application and card issuance, the Card will be sent by Samba by registered mail or by courier to the Cardholder's mailing address at the Cardholder's risk. Upon receipt of the Card, the Cardholder shall immediately sign on the signature space on the backside thereon.
2. The Cardholder can activate his/her Card by calling SambaPhone, or through SambaOnline. Any use of the Card/ services shall constitute the Cardholder's acceptance of the terms hereof.
3. The Cardholder agrees that Samba may cancel the card if card is not activated for more than two years.
4. The Cardholder undertakes to notify Samba of any changes in the Cardholder's personal data and information such as addresses, income sources, signature, address, telephone numbers or employment.
5. The Cardholder may, at Samba's discretion, get up to a maximum of four supplementary cards ("Supplementary Cards") for immediate relatives (spouse, parents, siblings and children) over 18 years of age. The Cardholder shall honor all obligations incurred on the Supplementary Card(s).
6. The Cardholder accepts full responsibility for all transactions processed by use of his/her Card / Supplementary Cards to effect banking transactions by electronic means or otherwise and that Samba's records thereof shall be binding on the Cardholder. The Cardholder shall settle all his/her disputes with the merchants with no responsibility to Samba
7. The Cardholder may use his/her Card for withdrawing cash. Subject to applicable regulatory requirements.
8. The Cardholder shall pay to Samba all amounts to be debited regardless of whether a sale or cash advance voucher is signed by the Cardholder net of existing or future taxes and charges whatsoever.
9. The Cardholder agrees to be enrolled automatically (without any further action on the part of the Cardholder) to any card Electronic Bill Payment Platform (EBPP) such as SADAD that may be offered to the Cardholder to facilitate monthly Card bill payments.
10. The Cardholder agrees that SAMBA may at any time and without prior notice, set off any money in any Cardholder's account with SAMBA, against all sums due to SAMBA.
11. The Cardholder expressly acknowledges that the books and records of Samba shall be the only acceptable evidence that shall verify the exact amount of the Cardholder's debt.
12. The Cardholder may at any time terminate these terms and conditions by giving a written notice to Samba; to be effective only on receipt of the Card/Supplementary Cards by Samba cut in half and on payment of all Cardholder's liabilities.
13. In the event of the Cardholder losing his/her residency status in the Kingdom of Saudi Arabia, Samba will cancel his/her Cards and all amounts outstanding shall become immediately due and payable
14. The Cardholder shall keep the Card(s) securely and shall immediately notify Samba, by telephone and confirm the same in writing by fax or by hand delivery, if the Card is lost or stolen. The Cardholder shall remain liable for any transaction performed through his/her lost or stolen Card(s) unless Samba has received a notification to that effect prior to such transaction taking place.
15. The Cardholder undertakes not to use his card for any unlawful purchase, including the purchase of goods or services prohibited by the laws in Saudi Arabia.
16. The Cardholder agrees to provide Samba with any information that it requires for the establishing and / or auditing and / or administrating the Cardholder Account and facilities therewith and the Cardholder authorizes Samba to obtain and collect any information as it deems necessary or in need for regarding the applicant, his/ her accounts and facilities therewith, from the Saudi Credit Bureau (SIMAH) and to disclose that information to the said company (SIMAH) or to any other agency approved by Saudi Arabian Monetary Agency (SAMA).

17. The Cardholder understands and consents that information, such as his / her name and address, maybe provided to certain external firms that Samba deems reputable and that may use the information for marketing purposes to offer products or services. If Samba is required by law to disclose certain Cardholder information, Samba will comply
18. The Cardholder agrees that Samba may contact his/her relatives without informing Cardholder in case Samba finds it hard to communicate with Cardholder directly, either because lack of response at the contact phone numbers provided by Cardholder, or his/her new contact numbers in case those numbers have been changed/ become invalid. The Cardholder will be responsible for any consequences in this respect
19. To avail SambaPhone, SambaOnline and / or ATM service (the services), the Cardholder shall select at any Samba branch or through SambaPhone, a PIN code subject to the terms set forth herein below:
  - 1.1 Instructions given by the PIN code, being in lieu of physical signature, shall be binding on the Cardholder even if alleged to be given by another person, and shall be conclusively relied upon by Samba.
  - 1.2 The Cardholder shall not disclose the PIN code to anyone; otherwise the Cardholder shall solely be responsible for any and all consequences thereof. If the Cardholder believes that such disclosure has taken place, he / she shall promptly notify Samba and have the said numbers changed. It is advisable to change the PIN code on a regular basis. Usage of two or more consecutive identical numbers, usage of leading or trailing blanks and, generally, easily identifiable numbers are to be avoided.
20. The monthly statements (Hard copy or E-statement when selected by the Cardholder to be accessed through Samba Online any time) shall be deemed final and correct unless objected to in writing by the Cardholder within 30 days
21. The Cardholder declare that he/she is not legally prohibited to be dealt with and would be liable in front of the competent authorities for the funds deposited to his/her account, or deposited by others with or without his/her knowledge. he/she would be also liable whether or not he/she subsequently disposed personally of these funds, but failed to formally report to the bank the existence of such funds. All funds deposited to his/her account are from legal sources, and he/she liable for their being free from any forgery or counterfeiting, and that if the bank receives from any counterfeit notes, these will not be refunded or compensated to me by the bank.
22. The Cardholder shall immediately return all Cards cut in half to Samba. If these terms and conditions are terminated, all the outstanding balance in the Card Account shall become immediately due and payable to Samba. However, in case of Sony/Mamlaka cards, the Cardholder shall be entitled to claim redemption vouchers against his outstanding accumulated reward points, within three (3) months of such notice of termination of these terms and conditions by Samba

Bank's responsibilities:

1. Samba guarantees the Cardholder in paying his/her purchases from all merchants and organizations that accept the Card, provided none of the articles below are violated.
2. Samba shall debit the Cardholder's Card Account (the "Card Account") with the amounts of all Card transactions, membership fees, other fees (including legal fees), and other liabilities incurred by the Cardholder as well as actual loss or damage incurred by Samba arising from the use of the Card.
3. Samba will accept the cost of the fraudulent activity transactions amounts conducted without the knowledge of the Cardholder, whether made before or after the Cardholder report to Samba, except for cases in which Samba shows the Cardholder's involvement or responsibility for such operations.
4. Samba may at any time without obligation to give explanations or reasons to the Cardholder refuse to honor any of the transactions that the Cardholder initiated on his/her Card including but not limited to, parallel use of same Card in transactions in two different places, or use of the Card in prohibited or illegal transactions according to applicable Saudi Laws and / or the laws of the jurisdiction where any transaction hereunder is made. Samba shall not be liable for any loss, damage or expense (direct or indirect, consequential or otherwise) incurred by the Cardholder due to Samba's refusal to honor any of the transactions initiated by the Cardholder. Samba shall inform the Cardholder without delay of Samba's refusal to honor any of the transactions initiated by the Cardholder.
5. Samba will have the right to freeze the Cardholder's Account if he/she fails to update Samba with a copy of

the renewed ID, upon expiration.

6. Samba shall have the absolute right to determine the cash advance level which is subject to change based on the Cardholder's credit history as well as his/her credit behavior that is determined by Samba's records
7. Samba may at any time terminate these terms and conditions and recall all Cards (which are deemed to be Samba's Property) without any responsibility towards, or prior notice to, the Cardholder.
8. Samba may at any time and without prior written notice to the Cardholder modify or change any terms herein. However, post any such changes, Samba will notify the Cardholder (30 days in advance) about the changes and the Cardholder, if he/she does not accept the changes, then he/she must within 10 days of receipt of the notification of such changes, inform Samba in writing and cancel the Card and terminate these terms and conditions as per Article 12 above. The retention of the Card by the Cardholder after the effective date of such change shall constitute the Cardholder's unconditional acceptance thereof.
9. Samba will provide a copy within 10 working days, of the following documents or records, if requested by the Cardholder:
  - i. Applications of the Card.
  - ii. Up to date terms and conditions.
  - iii. Credit contract, including security and guarantor documents.
10. In the event of a discrepancy between the amount of any cash deposit as stated by the Cardholder and Samba's counting, Samba's counting shall prevail. The Cardholder shall be notified of any such discrepancy.
11. Any notice required from Samba hereunder shall be deemed valid if mailed to the address given by the Cardholder or faxed to a number given by the Cardholder, or by any suitable means at Samba's discretion, and as such, shall be fully binding.
12. Samba may at any time, assign any of its rights hereunder to any other party without notice to, or seeking consent of, the Cardholder.
13. Once the Cardholder's application is accepted and the Cardholder becomes a Samba Cardholder, Samba shall have the authority and power to enroll the Cardholder into the various insurance related programs based on the Cardholder's prior acceptance and agreement to the terms and conditions of such programs. Specific Terms & Conditions apply for the different insurance programs, which will be binding to the Cardholder and the insurance programs, and shall be available upon the Cardholder's request.
14. Samba has the absolute right not to act upon on any SambaPhone, SambaOnline or ATM instructions and / or to request a prior written confirmation. Samba may tape, or record or microfilm the phone or ATM instructions. Such taping, recording and microfilming shall be conclusive evidence of the contents thereof and can be used for all purposes including legal proceedings.
15. Samba shall not be liable for any loss, damage or expense (direct or indirect, consequential or otherwise) incurred by the Cardholder due to Samba acting / not acting on any SambaPhone, SambaOnline or ATM instructions; or due to the Cardholder failing to avail the services for any reasons inside or outside Saudi Arabia; including, without limitation, the failure to comply with any term(s) hereof. The Cardholder will be responsible for compensating SAMBA against such losses, damages and expenses that are due to the consequence of his/her behavior
16. The instructions pertinent hereto are contained in a separate Usage Guide which Samba may change at any time without prior notice. More products may be added by Samba in the future. Such changes and additions shall be communicated to and binding on the Cardholder. In relation hereto, Samba may, in addition to or in lieu of the PIN code use its own internal manual verification procedures
17. Samba is entitled to, impose fees / charges as it deems appropriate for the SambaPhone, SambaOnline, and ATM Services after advising the Cardholder and not receiving any objection during the period stated in the advice, at any time Samba is hereby authorized to, directly and without recourse to the Cardholder, debit any of the Cardholder's accounts with Samba for such fees / charges; as the same is reflected in the monthly statements.
18. Samba will refund the Cardholder for any fees or charges imposed if Cardholder opts not to use the requested Card and does not actually activate it during a period of (10 business days)
19. These terms and conditions are governed by the applicable Saudi Laws, associations, by-laws and/or the laws of the jurisdiction where any transaction hereunder is made. Disputes between the Cardholder and Samba

hereto shall be finally settled by SAMA's committee for resolution of Banking Disputes.

#### CARD & Late Payments Fees

1. The Cardholder shall be billed in Saudi Riyal and any conversion rate from foreign currency to Saudi Riyal either by Samba or any other related party may vary and will be binding on the Cardholder.
2. The Cardholder shall make a monthly payment on his/her account. The minimum payment due shown on his/her statement will be the least amount payable each month before the payment due date. If the credit limit is exceeded, additional finance charges shall be billed on such excess and the exceeded amount will be due immediately
3. If the minimum payment amount due is not paid on its due date then the full amount due will become payable and Samba has the option, at its discretion to block the Card, and if the Cardholder continues not to pay, the Card will be cancelled. A new Card shall not be issued unless the full amount due is paid.
4. Settlement of debit balances on the Card Account shall be made on the basis of minimum payment instructions. The option of settling the balances by a single full payment is available to the Cardholder upon request, however, if the Card Account with Samba has insufficient funds to cover the outstanding amount due on the payment due date, Samba will apply what is mentioned in Article 2 above.
5. If payment is made by cheque, then Cardholder's Account will be credited only after the cleared funds are received by Samba for the direct payment of purchases and fees
6. In case of death of the Cardholder, Samba shall have the right to demand that his/her heirs settle the amounts due immediately, unless the Cardholder has an active credit shield insurance plan attached to his Card Account - Refer to Credit shield terms & conditions Article below for details.
7. If the Cardholder declares bankruptcy all amounts due from the Cardholder shall become immediately payable to Samba.
8. For Cardholders using Taqseet program, the entire outstanding amount on Taqseet will become due for immediate payment in case the Cardholder becomes delinquent in the card payment and Taqseet program will be terminated.
9. Finance Charge is charged by Samba from the date of the unpaid transaction. To avoid any charging of finance charge, please pay full amount within the due date.
10. The terms and conditions of any Cobranded Credit Card that Samba is, now or hereafter, a party to, shall supplement the terms hereof to the extent needed to remove any conflict between the two terms. So, any conflicting term in any such Cobranded Credit Card terms and conditions shall be deemed a change effected by Samba as per Article-(8) in Bank's Responsibility above.

Please refer to Disclosure Statement, below, for Cost of Credit table, a summary of charges as well as examples of Finance Charge, and Foreign Exchange transactions.

#### **DISCLOSURE STATEMENT**

| Type of Fee                          | Samba Conventional Cards   |        |                |
|--------------------------------------|--|--------|----------------|
|                                      | Platinum   | Gold   | Classic/Silver |
| Annual Membership (Primary)          | SR 1000  | SR 300 | SR 150         |
| Annual Membership (Supplementary)    | SR 500   | Free   | Free           |
| Annual Membership (Taqseet Card)     | Free   | Free   | Free           |
| Annual Membership (Low Limit Card)   | Free   | Free   | Free           |
| Returned Cheque                      | SR 50 per incidence  |        |                |
| Finance Charge for Accountholder     | 2.2% per month (26.4% per annum)   |        |                |
| Finance Charge for Non Accountholder | 2.5% per month (30% per annum)   |        |                |
| Cash Withdrawal                      | 3.5% Or SR 75 per transaction whichever is higher  |        |                |
| Installment Service Fee              | 2.2% per month on total amount due based on the date of transaction                                      |        |                |
| International Transaction            | 2.75%  |        |                |
| Management Fee                       | NA   |        |                |
| Monthly Minimum Payment              | 5% of the total due amount, or SR 200, whichever is the higher   |        |                |
| Samba Credit Shield % per month      | 0.49% of the total outstanding balance*  |        |                |
| Disputed Transaction                 | SR 250 will be charged for investigation disputed transactions if the result is against the Card Member. |        |                |
| Late Payment                         | SR 100 to SR 450 depending on the Card Member's outstanding  |        |                |
| Over Limit                           | SR 75  |        |                |

\* There is no cancellation charge. Customer may cancel at any time. Coverage stops upon cancellation

## INTEREST CALCULATION

### Finance Charges (Service Charges)

Finance charges are payable at the monthly percentage rate on all transactions from the date of transaction in the event of the Cardholder choosing not to pay his balance in full. Finance charges, if payable, are debited to the Cardholder's account till the outstanding on the card is paid in full.

### Interest Free Grace Period

The interest free grace period could range from 21 to 50 days subject to submission of claims by the merchant.

### Example

If the Cardholder has his/her billing statement generated 15th day of every month and he/she does the following transactions between the period 15th November and 15th December in a year.

- Retail purchases for SAR 5,000 on 20th November
- Cash withdrawal for SAR 7,000 on 10th December

Assuming No Previous Balance carried forward from the 15th November statement, the Cardholder will get his 15th December statement showing SAR.12,000 of transactions. The Cardholder needs to make payment against the outstanding 21 days from the Statement Date, for anything between the entire amount or 5% of the amount outstanding.

In case the balance outstanding on the statement date is paid in full by the payment due date, No interest is charged on such balances.

In case a partial payment of e.g. 3600 is received for the account on 6th January the interest is calculated as follows:

Retail Transaction (From Effective Due Date to Next Statement Date)

or  $SAR\ 5000 \times 57\ \text{days} \times 30\% \div 365 = SAR\ 234.25$

Cash Transaction (From Effective Date to Payment Date)

$SAR\ 7000 \times 27\ \text{days} \times 30\% \div 365 = SAR\ 155.35$

Cash Transaction (From Payment Date to Next Statement Date)

$SAR\ 3400 \times 10\ \text{days} \times 30\% \div 365 = SAR\ 27.95$

Total SAR 417.55

#### Finance Charge Foreign Transactions

A finance charge of 2.75% is charged on the Foreign Transactions.

#### Example

Transaction Amount: 1000

Transaction Currency: A

Conversion Rate from currency A to SAR: 4.5

$SAR\ \text{Amount} = 1000 \times 4.5 = SAR\ 4500$

Foreign Transaction finance charge:  $SAR\ 4500 \times 2.75\% = SAR\ 123.75$

The conversion from Foreign currency to Saudi Riyal is done by the respective schemes that are VISA / MasterCard as per their prevailing rates for that day.

#### Credit shield terms & conditions:

- a) Credit Shield Group Credit Insurance covers all of participants of Samba Credit Shield Program.
- b) Sum Covered is the outstanding balance of participant's card account
- c) Events covered:
  - I. Death due to accident or sickness
  - II. Total temporary disability due to accident or sickness
  - III. Total permanent disability due to accident or sickness unless excluded as defined in master group creditors' Takaful policy.
- d) Entry Age into Scheme:

- I. Maximum age is sixty (60) based on the Gregorian calendar.
  - II. Minimum age is eighteen (18) based on the Gregorian calendar.
- e) Termination age: Cover shall terminate upon the participant attaining age sixty five (65)
- f) For any clarifications call Samba Phone (800 124 2000)

Cardholder can view the above Disclosure statement on [www.Samba.com](http://www.Samba.com)

#### H. SAFE DEPOSIT

1. The Account Owner acknowledges and agrees to observe the following terms and conditions upon which the Bank may at its discretion make available for the exclusive use of the Account Owner the number of safe deposit boxes ("Box") indicated by the Account Owner in the safe deposit application form. The terms and conditions relating to the usage of the Box shall be read and construed as an integral part of the safe deposit application form.
2. Fee: The Bank agrees to make such Box(es) available to the Account Owner as aforesaid on payment of the specified annual fee which the Bank is hereby irrevocably authorized by the Account Owner to debit from any Account of the Account Owner maintained with the Bank. The initial fee shall be in the amount indicated in the safe deposit application although the Bank reserves the right to increase such fee at any time. Such increase to take effect on renewal of the availment period. All fees payable thereunder are non-refundable and if the availment period is terminated prior to the end of its then current validity period no refund of any fees shall be made to the Account Owner.
3. Duration: The availment period will last for one Gregorian year of 365 days (the availment period) commencing on the date on which the initial fee is paid by the Account Owner as above.
4. Renewal: Unless terminated in accordance with Article 5 below, the availment period will renew automatically for a further period of one year on each anniversary (of 365 days) of the date on which the agreement commenced subject to payment of the then prevailing fee which the Bank is irrevocably authorized to debit from any Account of the Account Owner maintained with the Bank as aforesaid.
5. Termination:
  - i. The Account Owner may terminate the availment period at any time by removing the contents of the Box and surrendering the Box keys to the Bank.
  - ii. The Bank may terminate the availment period at any time by giving 15 (fifteen) days prior written notice if the Account Owner fails to observe

and perform the terms hereof. If the Account Owner fails to surrender the keys and remove the contents within 15 (fifteen) days after such notice is given, the Bank shall give another notice of 7 days to the Account Owner to remove the items in the Box(es). Following the expiry of the second notice if the Account Owner has failed to contact the Bank or remove the items in the Box(es) the Bank shall advise the police authorities of the same and thereafter may forcibly open the Box(es), being used by the Account Owner, remove and make an inventory of the contents thereof, and place the contents in its general safe. Such action will be taken in the presence of two officers of the Bank and a Police officer all of whom shall sign the inventory of the contents and such inventory shall be binding and conclusive for all purposes on the Account Owner, the Account Owner's heirs, next-of-kin and representatives of his estate as to the contents thereof none of whom shall have the right to question or dispute the accuracy of such inventory.

iii. The Bank will notify the Account Owner of such action and send a copy of the inventory to the Account Owner at his last known address. Unless the Account Owner has previously taken custody of the contents thereof, such contents shall, at the Bank's sole discretion be kept in its general safe or sent by registered mail and at the Account Owner's risk to the Account Owner at his last known address.

6. Access to Box: The Account Owner irrevocably authorizes the Bank to allow the persons named in the safe deposit application form and whose signatures are shown on the said application to have full access to all such Boxes to withdraw and/or deposit items therein as per the terms and conditions that hereafter follow:

- i. Access to all Box(es) made available to the Account Owner will be allowed only to persons properly authorized in the Bank's records. The Account Owner is cautioned not to deliver keys to any one not properly authorized.
- ii. The Account Owner will have access to all Box(es) made available to him only during normal banking hours on regular business days. The Bank will not be liable for failure to give access to Box(es) due to fire or other event of force majeure or nature or other circumstances over which the Bank has no control.
- iii. Contents of all Box(es) made available to the Account Owner may be

examined only in rooms provided by the Bank for that purpose. The Account Owner will remove and replace his Box(es) and should an employee of the Bank handle the Box as an accommodation to the Account Owner, the Bank will assume no liability thereof. In accordance with applicable regulations an authorized employee of the Bank may examine and view the contents/materials which the Account Owner is keeping in the Bank.

iv. If all or any of the Box(es) made available to the Account Owner, or contents thereof, becomes the subject matter of legal proceedings or subject to any conflict or claim, the Bank will be entitled to restrict or suspend access to such Box(es) until otherwise directed in writing by the Saudi Arabian Monetary Agency or other appropriate agency, authority or court by written agreement signed by all the claimants.

v. The Bank may refuse access to all Box(es) made available to the Account Owner at any time until all charges connected with all or any of such Box(es) have been paid in full.

7. More Than One Account Owner: If the application form is signed by two or more Account Owners, each will independently have access to the Box, each may appoint an attorney-in-fact to have access to the box, and each authorizes the other, independently and without further consent or notice, to deposit and remove property from the Box. The contents of the Box from time to time will be deemed the joint property of each of the Account Owners having access to the box and the Bank shall have no liability for any claim by any Account Owner that another having access to the Box has misappropriated his property.

8. Liabilities: The liability of the Bank in respect of property deposited in a Box made available to the Account Owner hereunder is limited to ordinary care in the performance by employees and officers of the Bank of their duties. Such duties shall consist only of (a) keeping the Box in its vault and (b) allowing no persons access to the Box except the Account Owner or a person named and authorised in writing by the Account Owner, identification by signature being sufficient, or his or her legal representative in the case of death, insolvency or other disability of the Account Owner (upon production of valid supporting documentation). Proof of partial or total loss of contents shall not imply as unauthorised opening. The bank will not be liable for any loss or damage to the contents of the Box whether resulting from any act of force majeure or nature or otherwise.

9. Keys: the Bank will not retain duplicates of the keys furnished to the Account Owner and therefore the Bank will not be able to unlock the Box. Upon surrender of the Box by the Account Owner, the Account Owner will redeliver the keys to the Bank. The Account Owner will pay on demand, or at the Bank's option it may debit any of the Accounts of the Account Owner maintained with the Bank (and the Account Owner hereby irrevocably authorises the Bank accordingly), for reasonable expenses incurred in opening or repairing any Box made available to the Account Owner or the doors there of or changing any locks occasioned by the Account Owner's loss of or failure to return the Box keys to the Bank. The Account Owner will give the Bank prompt written notice of the loss if any Box key. The Bank will charge SR 1000 towards charges for key replacement.

10. Use of Box: The Account Owner will not use any Box made available to him hereunder, or permit the same to be used, for any items which are hazardous in nature or contrary to law.

11. If rentals are in arrears or if keys are not surrendered after notice of terminations, the bank may, after a stipulated period, repossess the safe and dispose of any contents under appropriate legal process and prior notification to the Account Owner.

12. The Bank may, at its option, remove the safe with contents to a new location under such safeguards as it deems proper, with prior notification to the Account Owner.

13. The bank reserves the right to advise relevant security authorities if it feels that the Box is being used for any unlawful purposes or any abnormal activities.

#### I. CHECKBOOKS

1. The Account Owner agrees to the following rules regarding the usage and safeguard of checks supplied to the Account Owner for the protection of Account Owner and the Bank. New check book(s) shall be issued to the Account Owner in person or by post upon a written request or other means acceptable by the Bank.

2. The checks shall be used only for the Account for which they are issued. In no circumstances should they be used for any other account.

3. Checks shall be clearly written in ink and only on the forms supplied by the Bank. Any alterations shall be made clearly and confirmed by Account Owner's full signature (initial only is not sufficient).

4. For reasons of security, the Account Owner is advised (a) not to issue blank checks, (b) to start writing check as from the very beginning of the blank space to be used and not to leave spaces between words or figures, and (c) not to use erasable ball pens for writing checks and (d) not to sign blank checks.

5. Account Owner is responsible for the check book(s) and as a safeguard against fraud and forgery, the Account Owner is advised to keep the check book(s) in a safe place. If any check is lost or stolen, the Account Owner shall immediately notify the Bank giving the check number, amount and date as per Section A Article 5.

6. The amount of every check issued shall be paid on presentation even though

the check may be post-dated, since the Saudi Commercial Papers Regulations in the Kingdom of Saudi Arabia provides that whoever commits the following deeds shall be penalised by imprisonment and/or fine: (a) issuing a check without having funds in the Account sufficient to cover the check, and (b) issuing an undated or post-dated check.

7. The bank has the right to charge for check book(s) issuance/checks returned unpaid from the account.

#### J. SAMBA ONLINE USER AGREEMENT

1. The Account Owner accepts the terms and conditions for availing Samba Online services with the use of User ID and password.

2. The basic function and use of a User name and password is similar to that of a Secret Telephone Code and an ATM PIN and selection will immediately allow Account Owner to avail Samba Online services. The Account Owner, by assigning a user name and password and/or utilizing Samba Online services shall be deemed to have read, understood and agreed to be bound by the following terms and conditions and amendments thereto.

3. Any instructions conveyed or identified by the user name and password, being in lieu of physical signature, shall be binding on the Account Owner (notwithstanding that they may subsequently be disputed by the Account Owner for any reason) and may be conclusively relied upon by the bank and considered as the Account Owner's instruction.

4. The Account Owner shall choose his/her User ID and password by registering to Samba Online through the online registration service in Samba.com using his/her ATM card and PIN or by registering in the branch. He/She shall not under any circumstances disclose the user name and password to anyone. He/She shall be solely responsible for any losses, costs and expenses incurred whether directly or indirectly as a consequence of disclosure of user name and password. If the Account Owner feels that the user name and password has been disclosed or is known to any party, the Account Owner shall immediately inform the Bank and change his/her user name and password.

In this section:

The words "Samba Online" means the Bank's website through which the Account Owner can electronically access a number of services connected with his/her Account in accordance with the terms and conditions hereinafter set forth. The word "Other Information Provider" means any provider of information accessible through Samba Online, other than the Bank. Other information Providers may include, among others, Mubasher, Al-Elm information security company, Tadawul Exchange etc. The word "Access Service Provider" means any Internet Service Provider providing connection to the Internet, any Commercial Online Service Provider providing connection to the Internet in addition to its own proprietary private network, for example, local ISP companies, local telecom companies, Visa International, etc, and the provider of the private network connection discussed below. The word "Other Software Supplier" means any supplier of software used in Samba Online or used to access Direct Access, other than the Bank.

#### 1. What this Agreement Covers

This section governs the use of Samba Online access, an electronic service that permits Account Owner to access a number of financial transactions, inquiries and request services through the use of personal computers, mobile phones, SMS and similar devices. Access may be provided through a private network connection or through the World Wide Web. Accounts and services provided by the Bank, which the Account Owner accesses through Samba Online, may be governed by separate agreements with the Account Owner and will be binding on Account Owner and on the Bank.

#### 2. Accepting the Agreement

The Account Owner agrees to use Samba Online solely as provided in this Agreement.

The Bank shall not be responsible for any loss, damage, cost or expense whatsoever suffered or incurred by Account Owner or third party as a result

of any use or access of Samba Online in breach of the terms and conditions of this Agreement and where Samba Online is disabled for whatever reason.

#### 3. Maintaining your Accounts

The Account Owner agrees to properly maintain any Accounts he/she has with the Bank to comply with the rules governing these accounts, and to pay any fees associated with the use or maintenance of these accounts.

#### 4. Services

The following are examples of Current/Savings Account services that are available to Account Owner when using Samba Online facility.

1. Account-to-Account Transfer - to Samba accounts
2. Account-to-Account Transfer - to other Saudi banks
3. Maintenance of Pre-Defined Transfer - Adding a Beneficiary
4. Maintenance of Beneficiary Details - Deleting Beneficiaries
5. SADAD Payments - Utility bills and other billers

Similarly, services relating to Credit Cards, Personal Finance, Time Deposits are also available using Samba Online.

#### 5. Transfers and Bill Payments

When Account Owner instructs the Bank to transfer funds from his/her Bank Accounts or pay a bill through Samba Online, Account Owner authorizes the Bank to withdraw the necessary funds from the Bank Account. Account Owner agrees that he/she will instruct the Bank to make a withdrawal only when a sufficient balance is available in his/her Account at the time of withdrawal.

The Bank will not be obligated to act on any withdrawal instruction from Account Owner if sufficient funds, including overdraft lines of credit, are not available in the Account.

In the case of transfer, the money is taken out of the Account Owner's Account on the day the Bank electronically transmits the payment to the beneficiary.

In most cases, the Account Owner specified when he/she gave the Bank his/ her instructions. If, however, the Account Owner specifies a date, which falls

on a Thursday, Friday, or public holiday, the Bank will take the money out of the Account Owner's Account and electronically transmit it to the payee on the next business day.

#### 6. What will Samba Online Cost

There are currently no service charges for Samba Online. However, Account Owner is responsible for all telephone charges incurred in connecting to Samba

Online. The Account Owner is responsible for charges by any Access Service Provider. No charge is made for use of the private network connection.

There may be separate charges for additional services Account Owner request on Samba Online - for example, services of other information Providers. The Account Owner will be informed of the cost of each additional service when he/she signs up for it.

#### 7. Changes in Terms/Fees

The Bank may change the Samba Online services and the terms, including fees, set forth in this Agreement at any time. The Account Owner will be notified of any such change as required, either by mail or by an electronic message. The Account Owner understands that by using Samba Online after a change becomes effective, he/she has agreed to such change.

#### 8. Suspension

The Bank may, without prior notice to the Account Owner, suspend the use of Samba Online at its sole discretion without assigning any reason.

#### 9. Confidentiality at the Bank

The Account Owner has a right to confidentiality and the Bank will not give anyone other than its employees, agents and its Head Office representatives any specific information about the Accounts except:

- When the Account Owner agrees that the Bank may provide the information to others.
- When the Account Owner has given the Bank as a credit reference.
- When an inquiry is made regarding sufficient funds to cover a check Account Owner has written.
- If the Bank closes Account Owner's Account because it has been maintained in an unsatisfactory manner.
- When the law requires the Bank to report to SAMA or any other Saudi regulatory body information requested by them in relationship to the Account.
- When the Bank is required to provide the information to comply with legal process.

Except as otherwise prohibited by law, Account Owner agrees that the Bank may share with other reputable firms, as the Bank deem fit, the information about Account Owner that he/she provides, or that the Bank obtains as a result of transactions or other activity, for, among other things, the purpose of offering the Account Owner products and services that the Bank believe may be of interest to Account Owner. If Account Owner do not wish to receive telephone and/or mail solicitations from the Bank, the Account Owners should notify the Bank by calling the number set forth in sub-section 12 of this Section, or visit the Bank's branch. The Bank will then remove Account Owner name from any mailing or telephone list used for these purposes.

Account Owner agrees that the Bank may download certain information, including customer identification information, to his/her computer or other access device.

#### 10. Limit of the Bank's and Other Providers' Responsibility

The Bank agrees to make reasonable efforts to ensure full performance of Samba Online. The Bank will be responsible for acting only on those instructions sent through Samba Online which are actually received. The Bank cannot assume responsibility for malfunctions in communications facilities not under its control, which may affect the accuracy or timeliness of messages Account Owner sends.

The Bank is not responsible for any losses or delays in transmission of instructions arising out of the use of any

Access Service Provider or caused by any browser software. The Bank is not responsible should Account Owner gives incorrect or incomplete instructions or if his/her payment instructions are not given sufficiently in advance to allow for timely payment.

Any information Account Owner receives from the Bank and Other Information Providers is believed to be reliable. However, it can only be provided on a reasonable efforts basis for Account Owner convenience and is not guaranteed. The Bank and Other Information Providers are not liable for any deficiencies in the accuracy, completeness, availability or timeliness of such information or for any investment or other decision made using this information.

The Bank or Other Information Providers are not responsible for any computer virus or related problems, which may be attributable to services provided by any Access Service Provider or which may originate from Account Owner's PC.

#### 11. No Other Use

Samba Online uses propriety software of Samba Financial Group, and Other Software Suppliers. If the Bank has provided the Account Owner with software to use with Samba Online, the Account Owner is being granted a non-exclusive license to use this software. This allows him/her to use the software only for its intended purposes as provided in this Agreement. The Account Owner may not disassemble, decompile, copy, modify or reverse engineer any of the Samba Online software or allow anyone else to do so.

Samba Online gives Account Owner access to services and information from the Bank, and Other Information Providers, which may be presented with a distinctive "look and feel." These services, information and "look and feel" are proprietary information of Samba Financial Group and the other information Providers. The Account Owner may use Samba Online only for his/her personal, non-business use and may not reproduce, sell or distribute all or any portion of the information provided to him/her by Samba Online.

The Bank makes no representation to the Account Owner regarding the use of the Samba Online platform or any communications or delivery system specified by the Bank with respect to its quality, timeliness, performance, accuracy, reliability, and continued availability or otherwise. The Bank does not warrant or represent that the platform or any communications or delivery system will conform to any description thereof provided by the Bank or will be free of errors or defects.

#### 12. Customer Service

If Account Owner needs assistance or wish to communicate with the Bank, call SambaPhone. The Account Owner may also write to Sambacare or to the Bank:

##### Customer Care

P.O. Box 25895, Riyadh 11476

Saudi Arabia

Should you have any comments or queries on our service quality you can reach us through one of the following channels:

- SambaPhone: Please call toll-free on 800 124 2000 then choose number 3 and follow the prompts
- Samba website: [www.samba.com](http://www.samba.com)
- E-mail: [customercare@samba.com](mailto:customercare@samba.com)
- Your nearest Samba branch
- Fax: Please send a fax with your comment/queries to +966 11 2177979
- Mail: P.O. Box 25895 Riyadh 11476, Kingdom of Saudi Arabia

We will send an SMS to your mobile number registered with us confirming receipt of your query as well as the required processing time.

You will also receive another SMS as soon as your query is addressed within 10 working days of receiving it. You can follow up on your query by calling our toll-free number.

The Account Owner agrees that the Bank may record the conversations its employees have with him/her. The Bank does this from time to time to monitor the quality of service and accuracy of information its employees give the Account Owner, and to ensure that Account Owner's instructions are followed.

SambaPhone employees can help resolve Samba Online problems but are not authorized to waive any provision of this Agreement.

#### 13. Electronic Messages

Because normal Internet e-mail transmissions may not be secure, the Account Owner agrees to contact the Bank electronically only through the "Message Center" under "Sambacare". The Account Owner also agrees to receive communications regarding his/her Account electronically and will not attempt to circumvent receiving any messages. The Account Owner is deemed to have received any electronic messages sent to him/her when they are made available to him/her. The Account Owner may print a copy of such communications using the "print" function of his/her software, or he/she may request that the Bank mail him/her a paper copy of such communication by contacting Customer Service as provided in Section 12 above.

#### 14. Electronic Funds Transfers Business Days

The Bank's normal business days are Saturday through Wednesday, except for public holidays. Thursdays and Fridays are bank holidays in Saudi Arabia. Access to the Bank's website will, however, generally be made available 24 hours a day, 7 days a week.

#### Account Statements

The Account Owner will receive a periodic account statement for his/her Account, showing, among other things, his/her e-banking financial transactions.

#### Documentation/Source Media

The Bank's records, consisting of advices, confirmations and other documents relating to transactions generated by the Bank shall be the conclusive evidence to be relied upon in judging any disputes relating to figures, data, charges, fees, transactions, instructions or any other matter arising between Account Owner and the Bank.

#### Username and Password

The Account Owner should ensure to keep his/her user name and password confidential. These codes are important means of protection for the Account Owner. The Account Owner should not store them on his/her personal computer or any computer materials, or any other access device. The Account Owner should contact the Bank immediately if he/she believes that an unauthorized person has obtained access to his/her username/password. The telephone is the fastest way to alert the Bank that someone may be using your username/password without your permission. The Account owner could lose all the money in his/her Account (plus his/her maximum overdraft line of credit). The Account Owner should call SambaPhone. Someone will be available to receive the Account Owner call 24 hours a day, 7 days a week.

The Bank shall not be responsible for any damage the Account Owner may suffer as a result of loss, disclosure or fraudulent use of his/her username and password.

#### Security Tips & Recommendations

The Account Owner agrees to read and comply with the security tips/ recommendations that the Bank provides the Account Owner from time to time and those precaution and awareness messages that the Bank continuously displays in its Internet sites. The Bank also agrees that these tips are not necessarily comprehensive and that the Account Owner shall refer to other specialized sites in order to remain informed of the least security standards/ hazards/ recommendations and implement them to protect his/ her banking interest, including his/her user ID and password. The Bank shall not be responsible for any damages that the Account Owner may incur as a result of loss, disclosure or fraudulent use of his/her user ID and password.

## K. SPEEDCASH

Funds will be transferred by the Bank through the SPEEDCASH service under the following conditions:

1. Customers can remit funds to one or more of his/her beneficiaries through the following channels: SpeedCash Centers, SambaPhone, SambaOnline, Samba ATMs, designated Samba POS machines and other channels that Samba may introduce from time to time. The Customers, when remitting the funds will have to fill out the specified form(s) or provide instructions in an appropriate manner as may be specified by the bank for the various channels.
2. The Customer will provide the Bank with good funds in a form acceptable to the Bank.
3. The Bank shall be free to make use of any correspondent or agent to transmit the funds to the beneficiary and the selection by the Bank of any correspondent or agent shall be based on customer's transaction. The Customer agrees that if more than one correspondent bank or agent is available to carry out the transfer, then selection of the correspondent bank or agent shall be at the bank's discretion. The Customer will not hold the bank responsible for such a selection in the event of any acts for any non delivery or late delivery to a beneficiary by the correspondent or agent as per clause 6 below.
4. Unless otherwise expressly and specifically agreed to in writing, the funds will be paid to the beneficiary only in his/her local currency.
5. The exchange rate applicable to the transfer will be the exchange rate announced by the Bank (during normal banking hours) on the day of the remittance. In the event of return of transfer/s, amendment and/or, change to the original instructions, exchange rate applicable on that day will apply and any charges, cost incurred to process the return of the said funds shall be borne by the Customer.
6. Neither the Bank nor its correspondents or agents shall have any liability to the Customer or beneficiary for any late payment or non-delivery to a beneficiary due to omissions, errors or delays occurring in the wire, cable mail or electronic transmissions, equipment failure, strikes, any incorrect or unclear information provided by the Customer, non-availability of the beneficiary or any other event beyond the control of the Bank or its correspondents and agents. Any additional costs as a result of such events shall be for the account of the Customer and may be deducted from the amount to be remitted to the beneficiary. The Bank shall have no liability to the Customer or its beneficiary except due to its willful misconduct or gross negligence, and this liability shall not exceed the amount to be remitted, and in

no circumstances shall be liable for any indirect or consequential losses.

7. Remittances will be payable to a beneficiary by crediting the account of the beneficiary via the Bank's correspondent or, where the beneficiary has no account with the correspondent or the Customer so requires, by the delivery of a bank draft drawn on the correspondent. If the beneficiary is not available at the time of delivery, the Bank's correspondent will use its best endeavors to deliver a message stating the branch from which the bank draft may be collected. Beneficiaries can also be paid cash over the counter of the correspondent bank branches or their agents and sub-agents. If such a service is available and/or chosen by the Customer, then the Customer agrees to pay for such services directly or by deduction at the beneficiary's end, as applicable.

8. Any charges, taxes or duties levied by government or government agencies or any acts of government resulting in additional costs or expenses to the Bank or its correspondents and agents in respect of remitted funds shall be for the account of the Customer and may be deducted from the amount to be remitted.

9. If the Bank's correspondent bank or its agent fails to deliver the remittance within 90 calendar days, the Bank shall have the right, but not be obliged to claim, the funds back from the Bank's correspondent bank or its agent without the Customer's approval. Such funds (if and where received) shall be held by the Bank until further instructions are received from the Customer.

10. By providing your and/or your beneficiary's e-mail address/contacts to the Bank the Customer explicitly consents to the transmission and postage of communications, in and through the Internet. The Customer hereby acknowledges that the Bank makes no warranty as to the security or confidentiality of any transmission, no matter where originating. The Bank shall not be responsible for the Customer's inability to access or use any information relating to the Customer via the Internet. In no event shall the Bank, its associates, agents, and/or its correspondent banks and its agents be liable for any claims, damages; losses suffered by the Customer whatsoever in case of any unauthorized, unapproved, illegal or unwanted access made to the Customer's information.

11. The Customer acknowledges that the Bank shall make transmissions to the beneficiary based on the instructions provided by him/her and that the Bank shall have no liability (whether direct or indirect) in the event the beneficiary fails to receive the money on account of any act or omission or insolvency of the correspondent receiving bank, intermediate bank, institution, entity or agent which may be used by the Bank, at its discretion to effect the Customer's instructions.

12. The Customer confirms and consents to the Bank sharing all its relevant information with any correspondent bank, money transfer agents in line with their requirements to effect the transfer, subject to applicable regulatory guidelines regarding the said disclosure. The Customer further undertakes to promptly provide all such information/documents (in such form) as may be required by the Bank, any intermediate/receiving bank or any regulatory authority.

13. As per regulatory guidelines, your Remittance Account Number (RAN) will be closed:

- If there are no transactions sent within 90 days from your RAN Opening date.
- If there is no transactions initiated from your RAN for more than 4 Years since your last transaction.

14. On the request of the remitter, Samba will provide a copy of the remittance agreement/ transaction advice within 15 working days from the date of receipt of such request.

#### **Customer Declarations:**

15. I hereby agree and commit to update my personal data at least once during a period not exceeding: (i) five years (for Saudi nationals); and (ii) two years (for expatriates) from the opening of the remittance account or last update, whichever is earlier or at any other time as and when requested by the Bank. Furthermore, I undertake to provide the Bank with my updated valid Saudi National ID/ Iqama before the expiration of its current validity.

16. I acknowledge that the Bank has the right to freeze my remittance account upon the expiration of my Saudi National ID/Iqama and/or when I do not update my personal data and information, addresses, income sources and signature etc. and/or if I fail to follow other regulatory requirements applicable to the account.

17. I confirm that I am legally not prohibited to be dealt with, that all information and data provided by me is true and reliable, and agree that I have the obligation to inform the Bank in a timely manner when considerable change takes place in the details I/we provided to the Bank.

18. I understand and confirm that my Remittance Account is being opened for sending and receiving personal remittances only and that I will not be remitting any money for business purposes. I further confirm that these remittances are not being done on anyone else's behalf.

19. I confirm that I am not under the category of politically exposed persons (PEP), nor do I have any direct relationship

to any PEP. In case, I come under this category in the future, I will inform the Bank immediately.

20. I confirm that the funds that shall be remitted will be from legal sources and that I am liable for their being free from any forgery or counterfeiting and if the bank receives from me any counterfeit notes, I will not be compensated.

21. I confirm that the funds are being remitted / received (as applicable) for legitimate purposes, and shall not be used for funding of illicit arms dealings, blood diamonds, or any other illegitimate activity. I further confirm that I am providing true information and shall be fully responsible for any consequences of the above information being found not true.

22. I confirm that I would be liable before the competent authorities for the funds remitted by me personally or remitted by others with or without my knowledge. I shall be liable whether or not I subsequently disposed these funds personally but I failed to formally report to the Bank, the existence of such funds.

23. Whilst the upfront charges applicable to any remittance are mentioned in the Transactions advice, I understand that there may be additional charges deducted by the Correspondent &/ or the beneficiary bank/ entity from the remittance amount being paid to the beneficiary.

24. I have understood the terms and conditions and other provisions of the Remittance Account Agreement.

#### L. GENERAL

1. The Bank shall have the right to freeze or suspend operation of the Account and to refuse any and all deposits, credits and withdrawals of the Account if the Account Owner is in breach of any of the terms and conditions of this Agreement or if: (a) any instructions given to the Bank are ambiguous, conflicting or not acceptable to the Bank; (b) if the Bank suspects there may be any fraud or illegality in any transactions; or (c) if the Bank requires any further instructions, information or documentation, in form and content satisfactory to the Bank. The Bank may also report any money laundering, illegal and/or suspicious transactions in the Account to the authorities within the Kingdom of Saudi Arabia or abroad. The Bank shall comply with all anti-money laundering laws and regulations in force and applicable to it from time to time and may at its discretion call for additional details or information on the Account Owner and/or the Account and provide the same to regulatory authorities involved in the said operations. The Bank will not take any responsibility for delayed execution of transactions if the information called for is not provided by the Account Owner in time.

2. The Account Owner understands and consents that information, such as his/her name and address, maybe provided to certain external firms that the Bank deems reputable and approved by SAMA that may use the information for

marketing purposes to offer products or services. If the Bank is required by law to disclose certain Account Owners information, the Bank will comply.

3. Debit for Charges; Set-Off. The Bank has the right to debit the Account for any indebtedness, matured or unmatured owed by any Account Owner to the Bank for matters relating to the Account and for any bank charges, taxes, duties, or other governmental impositions with respect to the Account. If the Account Owner has failed to make full and timely payment of any indebtedness to the Bank, including, without limitation, any amounts owed by way of indemnification under Section A Articles 4 or 10 hereof, the Bank may at any time, and without notice, set-off against such indebtedness and apply to payment thereof any credit balance in the Account and in any other account maintained by the Account Owner with the Bank.

4. Any charges, fees, levies, etc. Mentioned in this Agreement which are recoverable by the Bank on the Account or for the services being provided to the Account Owner shall be charged by the Bank at its prevailing rate (as notified in the Bank's schedule of charges), which rates are subject to change, from time to time, at the discretion of the Bank and without any notice to the Account Owner.

5. These terms and conditions shall be governed by the laws and regulations prevailing in the Kingdom of Saudi Arabia.

6. Should there be any difference between the Arabic and the English versions of this Agreement, the Arabic version shall always prevail.

7. Legal Proceedings. If the Account becomes the subject of legal proceedings or conflicting claims, the Bank shall be entitled to restrict or suspend use of the Account and to hold the credit balance until otherwise directed in writing by the Saudi Arabian Monetary Agency, a court order, binding arbitration award or by written agreement of all the claimants.

8. Complaints and Venue for Legal Proceedings. Except as otherwise provided in Section A Article 12 hereinabove with respect to notice within 60 (sixty) days of any alleged error in monthly statements or advices, any other complaints of the Account Owner with respect to the Account shall be brought promptly to the attention of the Bank at its branch at which the Account is maintained and, if the matter cannot be amicably resolved, the Account Owner may bring legal proceedings before the Saudi Arabian Monetary Agency's

Committee for Settlement of Banking Disputes. If the Account Owner fails to commence such proceedings within 12 (twelve) months after the transaction occurred giving rise to the complaint, The Account Owner shall be conclusively deemed to have waived any rights to bring such proceedings.

9. Change of Terms & Conditions. The Bank may change from time to time the standard terms and conditions of the agreements applicable to the Account and other products and services, and shall supply copies of such standard terms and conditions and/or any such amendments supplements or variations thereto or thereof to the Account Owner by mail to the last address of the Account Owner as shown in the Bank's records and proof of posting shall be deemed proof of receipt.

10. "Except as may be otherwise prohibited by law, the Account Owner hereby agree and consent that the Bank may share with and disclose to Samba Capital & Investment Management Company, as the Bank may deem fit, the information about the Account Owner that he/she provides to the Bank, or that the Bank obtains or creates as a result of transactions or other activities for or amongst other things, the purpose of Samba Capital & Investment Management Company providing or relating to the investment management services or advice to the Account Owner. All information given or shared with Samba Capital & Investment Management Company shall be kept confidential and only used for the purpose of the provision of services to the Account Owner pursuant to the terms and conditions entered into between the Account Owner and Samba Capital & Investment Management Company."

"Where I have pledged any assets in the Securities Account held in my name at Samba Capital & Investment Management Company in favour of the Bank, I hereby irrevocably agree, consent, empower, authorize and indemnify the Bank to act and take all required and necessary action it considers desirable in connection with the perfection of such pledge or the sale of any or all such pledged assets in the Securities Account until such time as both the Bank and I revoke this."

11. The Account Owner understands that the Bank may offer new products from time to time, which may be distributed through existing or new channels and the Account Owner authorizes the Bank to subscribe the Account Owner into any such banking products that the Bank may offer from time to time.

12. In the event anyone or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions shall remain valid and enforceable.

13. The Account Owner hereby authorizes the Bank to obtain his/her personal information from AI-Elm, Ministry of Interior and other sources to authenticate ID details and other related information. This can be done at the discretion of the Bank.

14. In case your statement is returned by the postal authorities for reasons including unknown address, the physical (paper) mailing of future statements will cease. In such a case, if you are registered for Samba Online, you agree and consent to receiving eStatements thereafter in accordance with Samba Online terms and conditions mentioned herein. Mailing of paper statements will be resumed only upon correction of address registered with the Bank by the account owner and account owner's request for physical statements provided to the Bank again.

15. I/We confirm that I/we read, understand and expressly bound to terms and conditions of the products and services provided. I/we shall solely be responsible for any and all consequences of violating relevant terms and conditions of using the product or service in another way than the conditions agreed to in the application form. The bank has the right to take the necessary measures and I/we don't have the right to claim or sue the bank.

16. The customer may request the branch where he/she has placed an application to avail any product or service for a copy of the original application on the same date of such request.

For any such copies required by the customer subsequently, he / she would need to request the same through E-care.( 8001242000)

The latest copies of the Terms and Conditions applicable to the accounts are available through Samba Online at [www.samba.com](http://www.samba.com)"