and click on “Resources” under the “Credit Card” section.

For Arabic Terms and Conditions, please visit www.samba.com

Approved by the Shariah Supervisory Board

Samba Alkhair Credit Card Terms and Conditions, Approved by the Shariah Supervisory Board

IN THE NAME OF ALLAH, THE MOST BENEFICENT, THE MOST MERCIFUL

Approved by the Shariah Supervisory Board

Samba Alkhair Credit Card Terms and Conditions, Approved by the Shariah Supervisory Board

Samba

Praise is due to Allah, Blessing and Peace be upon Prophet Mohammed, his family and all his companions

July 2020

For Arabic Terms and Conditions, please visit www.samba.com and click on “Resources” under the “Credit Card” section.

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3.4.1 Considered “Active” before completing 24 Gregorian months since the last debit transaction made by the cardholder or the authorized agent.

3.4.2 Considered “Dormant” if it completed 24 Gregorian months since the last debit transaction made by the cardholder or the authorized agent.

3.4.3 Considered “Unclaimed” if it completed five Gregorian years (60 months) including the dues and charges. Samba may also issue a credit card with a limit of either SR 100 or more subject to the bank’s internal credit policy and evaluation process.

3.5 Without prejudice to any other clause in this Agreement, Cardholder agrees to (i) be charged by, and pay, Samba the applicable rate of value added tax (VAT) applicable to the fees and charges, (ii) for the right of Samba to deduct the applicable due VAT amount from the Cardholder’s account starting from January 1, 2018.

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 by the Cardholder.

2. In addition to the amount credited to the Card Account, as a result of the Tawarq transaction, the Cardholder will be charged a penalty fee of 2.5% of the amount due. In case the Cardholder fails to make payment on or before the due date, Samba will apply what is mentioned in Article 3 above.

3. If the Card’s total spending on SambaPhone, SambaOnline, and SambaApp for a month exceeded, the amount to be charged will be immediately due and payable to Samba.

4. Settlement of debt balances on the Card Account shall be made on the basis of minimum payment instructions. Any use of the Card/services shall constitute the Cardholder’s acceptance of terms & conditions including the right to modify or change the terms & conditions.

5. The Cardholder expressly acknowledges that the books and records of Samba shall be the final and binding on the Cardholder. The Cardholder shall settle all his/her disputes with the Cardholder without delay the reason for Samba’s refusal to honor any of the transactions initiated by the Cardholder. Samba shall inform the Cardholder without delay the reason for Samba’s refusal to honor any of the transactions initiated by the Cardholder.

6. The Cardholder agrees to allow Samba to extend this facility at its sole discretion. Where such extension is allowed by Samba, it will allow the Cardholder time till the next billing cycle to settle the dues. This is without prejudice to point 6 above and will be applicable only to the transactions specifically approved by Samba and which caused the credit limit to be exceeded.

7. The Cardholder gives Samba irrevocable standing instructions to enter into Tawarq transactions based on the Tawarq model approved by the Samba Shariah Supervisory Board (where Samba sells to the Cardholder a commodity on deferred payment basis and as agent of the Cardholder, sells the commodity on cash basis to a third party at the prevailing market price or on after the payment due date of each month to offset the outstanding amount due if the Cardholder fails to contact Samba to give instructions to execute a Tawarq transaction in any month, on or after the payment due date; the Tawarq transaction shall not be maintained automatically if the Cardholder’s account is in arrears (CAB)). This standing instruction is valid for as long as the Card terms and conditions are in effect.

8. The amount generated from the Tawarq transaction will be held by Samba for payment due amount against the Card.

9. If a payment is made by issuing a cheque, then the Cardholder’s Account will be credited only after the cleared funds have been received by Samba either for the direct payment of purchases and fees or for the payment of the Tawarq monthly installment.

10. The tenor of the instalment sale of an executed Tawarq/transaction is 1 month at a terms cost of 2.5%.

Annual Percent Rate is charged by the Bank on the unpaid balance statement. To avoid any charging of Annual Percent Rate, pay full amount within the due date.

11. In case of default, the Cardholder shall have the right to demand that his/her debts be settled the amounts due immediately. Unless the Cardholder has an active credit shield insurance which is attached to his/her Card Account. Refer to the Credit Shield terms & conditions article below for details.

12. If the Cardholder decides to repudiate, all amounts due from the Cardholder shall immediately be payable to Samba.

13. For Cardholders using Taqseet program, the entire outstanding amount on Taqseet will be charged for immediate payment whenever the outstanding amount becomes delinquent in the card payment and then, the Taqseet program will be terminated.

14. Please refer to the below Disclosure Statement for Cost of Credit table, a summary of charges as well as examples of Annual Percent Rate, and Foreign Exchange Transactions.

CREDIT SHIELD TERMS & CONDITIONS (OPTIONAL)

1. Credit Shield Group Credit Insurance covers all of participants of the Samba Credit Shield Program,

2. Sum Covered is the outstanding balance of the participant's card account.

3. Events covered include:
   a. Death.
   b. Total and permanent disability due to accident or sickness.
   c. Total permanent disability due to accident or sickness unless excluded as defined in the Credit Shield Agreement.

4. Maximum age is sixty five (65) based on the Gregorian calendar.

5. Minimum age is eighteen (18) based on the Gregorian calendar.

6. Termination age: Cover shall terminate upon the participant attaining the age of sixty nine (69).

AGENCY FORM
I hereby irrevocably assign any agency appointed by Samba for Legal & Shariah Consultation, as my agent for purchasing commodities from Samba Consumer Assets Business (CAB) on instalment sale for the purchase of commodities through Samba Credit Card, and in the event that there is an outstanding balance against my Card or on past the payment due date of every month as per the SABA’s records.

I also irrevocably assign Samba as my agent for the purpose of selling the commodities purchased through Samba Credit Card to a third party, provided Samba will not be required to assign any other party as agent of Samba to carry out the sale transaction at the prevailing market price. This power of attorney is irrevocable as long as the terms and conditions of this card are signed and valid.

Cardholder can view the above Terms and Conditions on www.samba.com
TAX TERMS AND CONDITIONS

1. The words tax or taxes wherever mentioned in this Agreement they mean zakat, value added tax (VAT), income tax, zakat, capital gains tax, output tax, input tax, capital duty, stamp duty, payroll tax, withholding tax, sales tax, property tax, white land tax, excise tax, hotel tax, tourism tax, inheritance/estate tax, consumption tax, tariffs, turnover tax, and any tax, levy, impost, duty or other charge or withholding of a similar nature, present or in the future, including any penalties, interest or commission in relation to any of what was mentioned above in this clause, hereinafter referred to as “Tax” or “Taxes”.

2. All amounts (including but not limited to fees, payments, expenses, commissions, interests, compensations, costs) payable by Cardholder to Samba in exchange of the services provided by Samba pursuant to this Agreement are exclusive of any and all Taxes. In case any of applying any Tax, then the amount of such Tax or its applicable rate shall be clarified separately.

3. Cardholder agrees to bear the cost of, and be responsible for, the payment of any and all Taxes imposed in respect of any amounts paid by Cardholder to Samba.

4. Where Tax is imposed by law in respect of any supply of services made by Samba to any party under this Agreement, that party must pay to Samba, on or prior to the due date for paying the applicable Tax, an amount equal to the amount of such Tax in addition to any amounts payable by such party to Samba pursuant to this Agreement.

5. Where so required by law, Samba will provide a Tax invoice in accordance with applicable law and regulations to any party of this Agreement that party must pay to Samba, on or prior to the due date for paying the applicable Tax, an amount equal to the amount of such Tax in addition to any amounts payable by such party to Samba.

6. Where Cardholder is required to pay a reimbursement or indemnification to Samba, Cardholder must pay to Samba the full amount of such reimbursement or indemnification in addition to any applicable Tax, unless Samba determines that it is entitled to a credit or repayment in respect of such Tax from the relevant tax authority.

7. The parties of this Agreement shall provide each other with the details of their Tax registration and such other information as reasonably requested in order to comply with the legal requirements for all kinds Tax reporting.

8. Cardholder acknowledges and agrees that Samba has the right to deduct and collect from Cardholder’s account, moneys, proceeds and any existing or future income and assets, without requiring any further consent from Cardholder, any due amounts of applicable Tax in connection with this Agreement that is required by law or by this Agreement to be paid by Samba to the relevant tax authorities either directly or on behalf of Cardholder.

9. Samba shall not be responsible for any penalties and interest resulting from the failure or delay by Cardholder to pay any Tax.

10. Cardholder agrees to reimburse Samba for any Taxes and tax-related costs, administrative fees and penalties paid or payable by Samba as a result of Cardholder’s non-compliance or delay to comply with this Agreement or any applicable law or regulation.

11. If Samba is required to pay Tax in connection with this Agreement, Cardholder shall reimburse Samba for such amounts.

12. The Cardholder shall make all payments to be made by it to Samba under this Agreement in full and free of any present or future Taxes. If Cardholder is legally required to deduct or withhold Tax from any payment which is due to Samba, Cardholder must, upon receiving a request from Samba, increase the amount of the payment due to an amount which (after making any such deduction or withholding) leaves an amount equal to the payment which would have been due if no such deduction or withholding had been required, and the Cardholder also must promptly notify Samba at time of receiving the relevant invoice or when Cardholder becomes aware of such requirement, whichever is earlier, and provide Samba with evidence of receipt by the relevant tax authority of any sum that Cardholder has deducted as Tax and such other information or documents as Samba may require. If Cardholder receives Samba’s written demand to be provided with such evidence and documents, and Cardholder fails to furnish to Samba such evidence and documents for any reason other than delay of the issuing authority, then Cardholder shall be liable to pay Samba the deducted amount.

13. In case there was a Tax increase, the Cardholder agreed to increase the payable Tax amounts to Samba by an equivalent amount.

14. Without prejudice to any other clause in this Agreement, Cardholder agrees to (i) be charged by, and pay to, Samba the applicable rate of value added tax (VAT) applicable to the fees and charges listed in the Initial Disclosure and (ii) for the right of Samba to deduct the applicable due VAT amount from the Cardholder’s account starting from January 1, 2018.
### Initial Disclosure

**Samba Credit Card Information**

<table>
<thead>
<tr>
<th>Fee Type</th>
<th>Black Fursan Visa</th>
<th>Unlimited Word Mastercard</th>
<th>Platinum Jari</th>
<th>Signature</th>
<th>Platinum Fursan</th>
<th>Platinum Visa</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Membership + (<em>VAT)</em></td>
<td>SR750</td>
<td>SR600</td>
<td>SR350</td>
<td>SR600</td>
<td>SR350</td>
<td>SR350</td>
</tr>
<tr>
<td>Monthly Term Cost</td>
<td>2.2%</td>
<td>2.5%</td>
<td>2.5%</td>
<td>2.2%</td>
<td>2.2%</td>
<td>2.5%</td>
</tr>
<tr>
<td>Annual Percentage Rate</td>
<td>51.11%</td>
<td>51.76%</td>
<td>44.14%</td>
<td>46.41%</td>
<td>39.10%</td>
<td>44.14%</td>
</tr>
<tr>
<td>Annual Membership for SR100 limit card + (<em>VAT)</em></td>
<td>SR100</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual Membership for Supplementary/LLC Card + (<em>VAT)</em></td>
<td>SR100 - No Supplementary/LLC Card issued for SR100 limit card</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Statement Date**

- Monthly Transaction: 2.75%
- International Transaction: 2.75%

**Card Replacement Fee + (*VAT)**

- SR 75
- Returned Cheque: SR 50 per incidence

**Cash Withdrawal + (*VAT)**

- SR75 up to SR 5000
- Monthly Minimum Payment: 5% of the billed amount or SR 200 whichever is higher

**Monthly Minimum Payment for SR100 limit card**

- SR100 or the billed amount if less than SR100

**Installment Service Fee**

- 2.2% per month on total amount due based on the date of the transaction

**Samba Credit Shield % per Month (Optional)**

- 0.49% of total outstanding balance

**Dial-a-Draft Service + (*VAT)**

- Please refer to Samba.com for details

**Late Payment**

- SR 100

**Disputed Transaction + (*VAT)**

- SR 50 will be charged for investigating disputed transactions if the result is against the Cardholder

**Example:**

**Samba credit card with SR7000 due on card account.**

<table>
<thead>
<tr>
<th>APR</th>
<th>Credit Card Purchase Rate</th>
<th>Minimum Repayment Amount %Age</th>
<th>Months Until Balance Repaid*</th>
</tr>
</thead>
<tbody>
<tr>
<td>30%</td>
<td>2.5%</td>
<td>5%</td>
<td>53</td>
</tr>
</tbody>
</table>

- If only minimum repayment is made every month, then it will take almost 53 months to repay the full amount keeping in view compounded interest added each month.

**Terms Cost Calculation**

- The Tawaroq terms cost is calculated on the payment due date, on the unpaid balance.
- Example:
  - If the Cardholder has his/her billing statement generated on the 15th day of each month and the Cardholder does the following transactions between the period of 15th November and 15th December in a year.
  - Retail purchases for SAR 7,000 on 20th November
  - Cash withdrawal for SAR 5,000 on 10th December + SR75 cash advance fee
  - Assuming there is No Previous Balance carried forward from the 15th November statement, the Cardholder will get his/her 15th December statement showing SAR 12,075 worth of transactions. The Cardholder needs to make payment against the outstanding within a grace period of 21 days from the Statement Date, for anything between the entire amount or 5% of the total amount outstanding.
  - In case the balance outstanding on the statement date is paid in full by the payment due date, No Tawaroq terms cost is charged on such balances.
  - In case a payment of e.g. SAR 3,600 is received on the 6th of January for the account, the monthly Tawaroq terms cost is calculated as follows:
    - Tawaroq terms cost charged in January Statement = Zero
    - Tawaroq terms cost charged in December Statement = (SAR 12,075 - SAR 3,600) x 2.75% = SAR 21.88

**Marginal on Foreign Transactions**

- A margin up to 2.75% is charged on the Foreign Transactions, including ones paid in Saudi Riyals, made with your Samba Credit Card.

**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.**

**International POS transaction:**

- Transaction Amount: 100
- Transaction Currency: A
- Conversion Buying Rate from currency A to SAR: 4.5
- SAR Amount = 100 X 4.5 = SAR 450
- Foreign transaction margin = SAR 450 x 2.75% = SAR 12.38
- Total transaction sales amount = SAR 462.38

**International Cash Advance transaction:**

- Transaction Amount: 100
- Transaction Currency: A
- Conversion Buying Rate from currency A to SAR: 4.5
- SAR Amount = 100 X 4.5 = SAR 450
- Foreign transaction margin = SAR 450 x 2.75% = SAR 12.38
- Cash Advance fee = SR75 + 3.75 VAT
- Total transaction sales amount = SAR 451.13

**The most prominent provisions**

<table>
<thead>
<tr>
<th>Implications of transactions in foreign currency</th>
<th>Refer to item number (7 and 8 in Cardholder section of Terms and Conditions for the card, and in the above fee table.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Implications of paying the minimum amount due</td>
<td>Refer to item number (33.4 of Cardholder section of Terms and Conditions for the card)</td>
</tr>
<tr>
<td>Implications of default</td>
<td>Refer to item number (3 of Card Payment section of Terms and Conditions for the card)</td>
</tr>
<tr>
<td>Implications on cash withdrawals</td>
<td>Refer to item number (7, 8 and 12 in Cardholder section, item number 7 in Bank's section of Terms and Conditions for the card)</td>
</tr>
<tr>
<td>Implications of cash transfer</td>
<td>Refer to item number (9 in Cardholder section of Terms and Conditions for the card)</td>
</tr>
<tr>
<td>Credit Card Features</td>
<td>Directory of Service provided with the card carrier</td>
</tr>
</tbody>
</table>

- Disclaimer: Reviewing this synopsis shall not substitute reviewing the Card’s Terms and Conditions, its appendices, and shall not exempt from the obligations stipulated in the Card’s Terms and Conditions.

- VAT of 15% applies to these fees!

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**INITIAL DISCLOSURE**

Samba Financial Group is a Saudi Joint Stock Company. Capital of SAR 20,000,000,000. C.R. No. 1010035319. P.O. Box 833. Phone: 00966114774770. National Address: 6965 King Abdul Aziz Road - AlMalaz District, Riyadh 12629 – 3046, Kingdom of Saudi Arabia. Website: www.samba.com; Formed pursuant to Royal Decree No. M/3, dated 26/03/1400H (February 12, 1980), and subject to the supervision and oversight of Saudi Arabian Monetary Authority.

For more information please write to us at sambacare@samba.com, Samba Financial Group, P.O. Box 17383, Riyadh 11484, or call Sambaphone toll-free number 800 124 2000.

**Samba Financial Group**

A copy of this Initial Disclosure will be delivered along with the card carrier.