

## Prepaid Card Agreement

Praise be to God alone, and prayers and peace be upon our master and Prophet Muhammad (PBUH) and upon all his / her family and companions. Now, an agreement has been reached between the following parties:

**First Party:** The National Bank of Saudi Arabia | Saudi joint stock company | with a share capital of 44,780,000,000 SR fully paid | Tax number : 300002471110003 | C.R. 4030001588 | Subject to the supervision and control of the Central Bank of Saudi Arabia | Licensed under Royal Decree No. 3737 issued on 1373/4/20 AH (corresponding to 1953/26/12 CE) | Main Building, National Bank of Saudi Arabia Tower, King Abdullah Financial District, King Fahd Road | 3208 - Al-Aqiq District | Unit No. 778 | Riyadh 920001000 | 6676 -13519 |

www.al-ahli.com , hereinafter referred to as "the card issuer, the bank and/or the first party"

**Second Party:** The Applicant

Hereinafter referred to as the "Applicant and/or Cardholder and/or Customer and/or Second Party"

### Introduction

Whereas the bank is an entity licensed from the Saudi Central Bank, and the customer approaches the bank by virtue of this agreement to obtain the AL-AHLI prepaid card and services it includes such as: electronic services, phone banking, and all related benefits and products thereof that fall within the nature of the bank's activity, after the bank's acceptance to issue the card and provide its services to the customer,

Accordingly, the two parties, enjoying the legal and regulatory capacities, have agreed to conclude this agreement in accordance with the stipulations of the introduction - considered as integral part of this agreement referred to (and any amendments thereof in accordance with the conditions below - as long as it exists later) - as (the agreement) - pursuant to the following terms and conditions:

### Article 1: Definitions and Provisions:

- 1. Card:** It is the AL-AHLI prepaid card approved by the Sharia Committee, issued by the bank in the name of the customer based on the card category specified by the customer in his/her request according to the terms and conditions of the (Agreement) in order to use the (Card) as one of the payment methods locally and internationally under the full liability of the customer as long as it does not exceed the terms and conditions of the (Agreement) and any amendments thereto; the card is considered the property of the bank and accordingly the customer is obligated to return it to the bank when necessary. It is hereinafter referred to as (the card).
- 2. Card Holder:** Is the applicant/customer applying to obtain the card from the bank, which is issued in the name of the holder as the main card holder, according to which the customer is bind to pay all obligations resulting from issuing and using the card.
- 3. The Credit Limit of the Card:** It is the limit set by the customer and deposited in the card account in order to obtain goods or services and/or withdraw cash in accordance with the terms and conditions of (the agreement).
- 4. Cash Withdrawal / Cash Transfer:** It is the process of cash withdrawal / cash transfer - inside or outside the Kingdom of Saudi Arabia when the customer uses the card, and for cash withdrawals, it is a maximum of (5000) SR in one withdrawal transaction and/or - any modification thereof - for each day inside the Kingdom of Saudi Arabia, and for cash withdrawals outside the Kingdom of Saudi Arabia, according to the reality of the situation at the time of withdrawal. The customer authorizes the bank to record the international cash withdrawal fees on his/her card account, and the bank has the right to adjust the value of the cash withdrawal fees, considering clause (4) of Article 15.

The customer can make a cash withdrawal and/or a cash transfer using the card according to the documented means of communication specified by the bank, including but not limited to : by withdrawing from automated teller machines (ATMs) using the secret card number provided to him / her by the bank and/or transferring through alternative channels, according to which the customer authorizes the bank to debit any amounts under which the card is used, such as hotel reservations and/or purchases via the Internet and/or otherwise, in addition to any fees - if any - that the bank may impose according to the card category issued to the customer from among the cards whose categories are specified in Article twenty-first, and the Bank has the right to amend the value of the international cash withdrawal fees, taking into account the clause (international cash withdrawal fees) of Article fifteen.

- 5. Statement of Account:** It is a monthly statement issued by the bank to the customer at his / her request with a small fee. The account statement shows the details of the transactions carried out using the card, the amount of debt owed on it, the method of payment - if any, the date of payment, the date of the transaction and the name of the merchant, including all restrictions related to his / her transactions with the card during a cycle. Preparing the monthly statement according to any method specified by the bank.
- 6. Card Account:** It is a separate account from the rest of the customer's accounts in the bank and is linked to the customer's current account, and on this account The operations of transactions made using the card and other restrictions related to fees / amounts related to the card are recorded on this account.

7. **Due Date for the Transactions Resulting from Using the Card Without Depositing a Balance in it:** All due amounts - if any - are on the customer, and the customer gives the bank in accordance with the provisions of the terms of this agreement a final, irrevocable authorization and/or cancellation or restriction to deduct and deduct the value of the amount owed on him / her immediately in addition to any fees and/or expenses and/or the value of currency exchange as soon as it is credited to the card account from his / her current account and/or from any of his / her accounts with the bank without notifying the customer, informing him / her or obtaining his / her approval, and the outstanding or unpaid balances on the card shall be considered - if any - as an integral part of the customer's obligations, and the customer/card holder acknowledges his / her full and complete liability for using the card without any liability on the bank, and it is payable immediately and the customer is obligated to pay it to the bank as soon as it is credited to the card account, taking into account the terms and conditions of the agreement (particularly Clause (Second) of Article (Second), in addition to the consequent expenses, fees and/or currency exchange differences, taking into account the terms and conditions of this agreement, especially the terms of Articles fifteen and seventeen.
8. **Card Uses:** The card is used by the customer for his / her own transactions that are legally permissible according to the terms and conditions of (the agreement), and the use of the card entails that the customer owes the bank the amount used as a result of all transactions credited to the card account - if the amounts deposited by the customer in accordance with the terms and conditions of the (agreement) exceed (and the consequent expenses, fees and/or currency exchange difference) in the event that it is used without depositing any amounts and without any liability on the bank.
9. **Loyalty Programs:** It does not apply to every card issued by the bank - these programs include more than one program according to which the customer is given rewards according to the conditions of Article Twenty-first.
10. **Value Added Tax:** When a value added tax is imposed, the value of any tariffs or fees or any amounts paid in accordance with all terms and conditions of (the agreement) shall be considered free of value added tax, the value of which will be added according to the tax rate or percentage applied on its date or as this percentage will be modified in the future, whether by increase or decrease, which will be charged to the customer.
11. **Electronic Signature:** Electronic data, included in an electronic transaction, or added to it, or logically linked to it, used to prove the identity of the signer and his / her approval of the electronic transaction, and to discover any modification that occurs to this transaction after signing it in accordance with the electronic transactions system and its executive regulations and any amendment to any of them, according to any instructions or circulars from the relevant authorities.
12. **Digital Attestation Certificate:** An electronic document issued by a certification service provider, used to confirm the identity of the person in possession of the electronic signature system, and contains data to verify his / her signature in accordance with the electronic transactions system and its executive regulations and any amendment to any of them - and in accordance with any instructions or circulars from the relevant authorities.
13. **Electronic Services:** A service provided to the customer through electronic channels, while the customer submits to obtain the card and/or requests it to obtain services related to the card through electronic channels, which is carried out electronically using digital authentication, and its implementation may not be challenged electronically according to the instructions of the Central Bank of Saudi Arabia
14. **Saudi Central Bank:** Referred to as (SAMA).

## Article 2: Issuance of the Card / Recording of Transactions / Non-assignment:

### First: Card Issuance:

- **Card Category:** There are several categories of the card issued by the bank, which are determined by the customer according to his / her request in accordance with the terms and conditions of each of the categories according to Article Twenty-first.
- **Refusal to Issue/Renew the Card:** the bank has the right to reject the customer's request to issue the card in his / her name, the bank has the right to keep all the documents attached to the request and not return them to the customer. In case the bank refused to issue the card or/ and renew it, it should clarify the refusal reasons by a reliable means of communication within one week of the refusal decision.

### Second: Ongoing Transactions:

1. The customer acknowledges that she / he is completely and fully responsible for all obligations arising from his / her use of the card, including any existing, outstanding and/or unpaid balances, and the existing and/or unpaid balances on the card - as long as they exist - are considered an integral part of the card. The obligations of the customer, without any liability on the bank.
2. The customer authorizes the bank to debit the value of any operation executed using the card on the card account, even if there is no balance in the card account. Hereinafter some non-exhaustive examples of the executed transactions: all transactions that are carried out through the Internet - in general - and/or travel ticket reservations and/or hotel reservations and/or with hotels in general and/or with the parties that accept the card to carry out the customer's transactions, according to which the customer is obligated to immediately pay the balance owed by him / her and owed to the bank in accordance with the terms and conditions of (the agreement), This balance shall remain even after the expiry date of the card and/or even after its cancellation for any reason until the customer has paid the entire debit balance.

3. **Non-Waiver:** The Bank has the right to claim from the customer any amount of the amounts owed by him, and the bank's silence on the claim on the due date is not considered a form of delaying the customer to pay the debit balance owed by him / her according to the terms and conditions of (the agreement) and/or a waiver of Taking any action specified in the agreement and/or any precautionary measure or imposing a seizure on the client's funds, and the client acknowledges and agrees that the bank may take the necessary measures to ensure that it collects its rights from it.
4. This agreement does not include credit cards of individuals and/or companies and institutions.

### Article 3: The nature of the relationship between the two parties / independence of the card:

1. This agreement between the bank and the customer establishes a warranty relationship, according to which the bank guarantees the financial obligations of the customer resulting from the use of the card in all cases, especially if the card is used without any amounts deposited, and the operation executed on the card is accepted, taking into account the terms and conditions (Agreement) especially the terms of Articles fifteen and seventeen.
2. The bank's relationship with the customer under this agreement is completely independent of the customer's uses of the card and his / her transactions with third parties under it, so that the bank is not responsible for the refusal of third parties to accept the card, and the bank is not considered a party to any relationship that the customer has with third parties under the card, and accordingly The bank will not accept from the customer any request to exempt him / her from paying any obligation she / he has incurred or object to the bank fulfilling the obligations arising from his / her use of the card.

### Article 4: The Mechanism for Receiving, Activating and Using the Card: The Customer is Obligated to Abide to the Following:

1. **Delivery Of The Card From The Bank To The Customer :** When the bank accepts the request submitted by the customer, the bank issues the card and the customer can receive it from one of the bank's branches and/or it is sent to the customer as requested at the national address indicated in the request submitted by him, which is either; By registered mail and/or by express mail at the customer's responsibility and without any liability on the bank and/or according to any method specified by the bank.
2. **Sign The Card:** When the customer receives his / her card, the customer must immediately sign in the place designated for signing on the back of the card, and the bank is not responsible for the consequences and damages that result from the customer's failure to sign on the back of the card.
3. **Card Activation:** The customer is obligated to activate the card personally in order to be eligible to use the card and acquire its services and benefits according to the documented means of communication approved by the bank and determined by the bank from time to time. This is an acknowledgment of his / her acceptance of the terms and conditions of (the agreement), confirming his / her acceptance of them, and the customer acknowledges that she / he is legally and lawfully responsible for all transactions issued under the use of the card. If, before activating the card, the customer notifies the bank of his / her desire to terminate this agreement within 10 days from the date of receiving the card, which was issued by the bank, the bank may not collect any fees on it from the customer or even demand it unless the card is activated.
4. **Loss/theft Of The Card :** In the event of the card being lost and/or stolen, the customer shall immediately inform the bank according to the documented means of communication approved by the bank and specified by the bank from time to time, and the customer shall be responsible for paying and paying all amounts arising from the use of the card immediately until the customer informs the bank of the loss or theft of the card, and in the event that the bank is not notified of the loss and/ or theft of the card, the customer shall be responsible before the bank for all transactions made on the card.
5. **Card Cancellation And Replacement:** Taking into consideration what was stated in Article Five (the card's validity period, renewal and termination by the bank and/or the customer), the customer acknowledges the following:
  - a. The card always remains the private property of the Bank and the customer undertakes to return it to the Bank immediately upon the request of the Bank.
  - b. The bank has the right to cancel the card, and the customer will be notified when it is suspended, and the customer is obligated to return the canceled card to the bank and pay the debit balance due on it immediately.
  - c. The customer may request to cancel the card through the documented means of communication approved by the bank and which the bank determines from time to time, such as calling the bank's banking phone number shown on the card and/or through electronic channels, and the customer is obligated to pay the value of the balance due on the canceled card immediately for the transactions that took place before the date of cancellation, and accordingly the customer authorizes the bank to debit the amounts due from him / her and immediately deduct them from his / her current account and/or any of his / her accounts with the bank.

- 6. Reactivation of the card:** In the event that the customer pays the amounts due from him / her after the bank has suspended the card, and if the customer wants to reactivate the card and if the bank accepts the customer's request, the customer is obligated to pay a reactivation fee of 100 SR and/or request to issue a new card according to the mechanism used by the bank.
- 7. Issuance of a replacement card for a lost/or damaged card:** The bank is not obligated to issue a replacement card for the card whose holder reported its loss, theft, or damage. Determined by the bank and the customer authorizes the bank to debit this fee to the card account.

#### **Article 5: Card Validity Period, Renewal and Termination by the Bank / Customer's Unwillingness to Renew the Card:**

- 1. The validity period of the card is three Gregorian years from the date of its issuance, and the card is automatically renewable for a similar period(s), except in the following cases, which are mentioned but not limited to:**

The customer's failure to comply with all the terms and conditions of the (Agreement) and any amendment thereto, and/or non-compliance with paying his / her outstanding obligations - as long as they exist - and/or the customer's failure to pay the fees due on the card or renewing it and/or using the card from a non-holder and/or Using the card in suspicious transactions, and in any of these cases, the bank has the right to cancel the card without referring to the customer and/or warning him.
- 2. The customer's unwillingness to renew the card:** If the customer wishes not to renew, she / he must notify the bank through the authenticated means of communication approved by the bank and specified by the bank from time to time, such as calling the bank's banking phone number shown on the card and/or through electronic channels, within a period of It shall not be less than a month before the expiry date of the card, and the customer is obligated to immediately pay the value of the balance due on the card for the transactions that took place before the date of cancellation. Accordingly, the customer authorizes the bank to debit the amounts due from him / her and immediately deduct them from his / her current account and/or any of his / her accounts with the bank.

#### **Article 6: Uses of the Card: The customer undertakes the following:**

1. That she / he maintains the card and its password, and the customer must not give his / her card and/or its password to anyone, regardless of kinship or knowledge, without any liability on the bank.
2. That the card is not used to purchase goods and services prohibited by Sharia. If the bank finds that the customer used the card in a prohibited transaction, the bank has the right to refuse to carry out the transaction or cancel the card, and the customer bears the liability for that.
3. To use the card as a means of payment locally or internationally and/or in return for signing documents such as invoices, receipts or any other documents submitted to him / her by the merchant or using the card on point of sale devices, or in return for using his / her own password that the bank provides him / her with for cash withdrawal and/or using the card on point of sale devices and/or through online transactions (websites).
4. Not to use the card for purposes other than the authorized purposes and/or to use it by third parties for any reason, and the customer shall bear all the obligations and responsibilities arising therefrom.
5. Claim not to use the card: The customer's claim that she / he did not use the card or its secret number does not absolve him / her of his / her liability to pay the sums resulting from its use immediately, even if it is proven that the card was used by third parties or that the signature did not match or was not in the same place and time, and the customer is considered responsible for all transactions made using the card until the bank is informed of its loss or theft.

#### **Article 7: Payment of Card Obligations:**

According to the terms and conditions of (the agreement), the customer is obligated to immediately pay the value of the balance and the amounts due on the card for the transactions resulting from the customer's use of the card, and accordingly the customer authorizes the bank to record the balance and the amounts owed by him / her and immediately deduct them from his / her current account and/or Any of his / her accounts with the bank without notifying the customer, informing him, or obtaining his / her consent.

### **Article 8: Data/Saving Transactions/Guarantees: The Customer Acknowledges his / her choice and of his / her own free will with his / her Consent, Knowledge and Commitment:**

1. To update his / her personal data related to the card to avoid any interruption in the service, and the bank shall not be responsible for any interruption of service resulting from a breach of this obligation.
2. Keeping all his / her dealings with the bank in electronic records or files or any of the technical methods for photographing internationally recognized documents such as "microfilm", for example but not limited to, and it shall be considered as an argument and a proof in all courts, committees, bodies and government institutions - for example but not limited to - operating in the Kingdom of Saudi Arabia and abroad, and the customer is not entitled to refuse these electronic records or files as a means of proof, according to what is stated in the Saudi electronic transactions system.
3. That all guarantees submitted by the customer and delivered to the bank are a guarantee for all the customer's obligations and transactions with the bank, regardless of their increased and/or decreased value, and are not subject to challenge.
4. To provide any other guarantees required by the Bank from time to time and without prejudice to any specific guarantee or insurance.
5. The guarantees provided by him / her shall be a guarantee of the indebtedness specified in this agreement and all debts that the customer owes to the bank even after the customer has paid the indebtedness specified in this agreement.

### **Article 9: Payment Methods:**

According to the terms and conditions of (the agreement), the customer is obligated to immediately pay the value of the balance and the amounts due on the card for the transactions resulting from the customer's use of the card by visiting the bank's branches and/ or through the bank's documented electronic channels, with the bank maintaining this agreement And the authorization issued by the customer to record the balance and the amounts owed by the customer and immediately deduct them from his / her current account and/or any of his / her accounts with the bank without warning the customer or notifying him / her or obtaining his / her consent and without any liability on the bank.

### **Article 10: Non-payment:**

Subject to the terms and conditions of this (agreement) and the conditions specified in Article Fourteen and Article Twenty, and in the event the customer continues to not pay the amounts owed by him / her for a period of 90 days, the card will be suspended - at the bank's discretion.

### **Article 11: Notifications:**

1. Notifications are sent to the national address of the customer fixed with this request and/or to the customer's electronic account in the electronic channels approved by the bank and/or sending a text message, and she / he may not protest against the bank to change his / her address, and the customer absolves the bank of any claim in If the bank is not informed of the change of any of its above addresses.
2. The customer undertakes to immediately notify the bank in writing by registered letter of any change in his / her legal, financial or administrative status, address, telephone number, work address, and/or if she / he terminates his / her current work with the employer for a period of no less than thirty working day before the change for any reason.
3. In the event that the bank is not immediately notified in writing of the change, the customer releases the bank from any contractual or other liability, such as freezing the card account, and under this agreement, the customer releases the bank from any liability and/or obligations that may fall on the bank related to all notifications and correspondences it sends The bank, especially those related to its desire to make amendments in accordance with Article 15.
4. Every statement or notice that has been issued for thirty days without the customer or the account items being objected to, and the bank reviews it in writing or through alternative channels. The statement is considered acceptable to the customer and approved by him, and the account statement after the expiry of the period specified herein shall be binding on both parties. The client may then object thereof in any way or for any reason unless it is a reason acceptable by Sharia.
5. The mere fact that the bank sends the card to the customer's approved address is equal to the customer's confirmed acknowledgement of receipt, even if she / he did not receive it, unless one of the parties notifies the other of the change of his / her address by a registered written letter.
6. It is permissible to seek assistance in informing the customer of the institutions and companies that provide postal services. It is also permissible to use electronic messages to notify the customer, including e-mail, recorded telephone calls and text messages sent by phone and fax.

Notification by these means results in the consequences of notification by the usual methods, and notification by these means is a notification to a person. The customer, and all requests, notices, consents, acknowledgments, correspondence and other documents exchanged under this (Agreement) and all its annexes - if any - signed and/or approved with the customer shall be deemed to have been sent and received on the day it was duly sent if sent by fax or e-mail - if it is found - or by sending a text message by mobile phone, and if it is sent by any other means of correspondence, it is considered that it was delivered if it was delivered to the addresses specified in this agreement.

#### Article 12: Mechanism for Issuing the Account Statement:

1. The bank will issue a monthly account statement that will be sent according to the means of documented correspondence, such as the electronic account statement, and the customer acknowledges his / her agreement to receive the statement electronically and his / her absolute liability to follow up the account statements on a monthly basis, review his / her account statement electronically and activate the account statement feature electronically.
2. The bank has the right not to send paper statements of account, and in the event that the customer wishes to obtain a paper statement of account, the customer is obliged to print the paper statement from the electronic channels approved by the bank and/or personally attend to the bank to obtain a paper statement of account with specific fees, and the customer exonerates the bank from any liability in case the bank does not send any paper statement of account.
3. The card account statement sent to the customer is valid and binding on him, and the customer has the right to object to the account statement within 30 days from the date of its issuance, and if the customer does not submit his / her objection to the bank - according to the approved communication channels - on any of the transactions mentioned in the account statement within the specified period. The disclosure is valid and binding on the customer.
4. In the event of any inquiries or errors related to the transactions carried out using the card, the customer can notify the bank through the authenticated means of communication approved by the bank and specified by the bank from time to time, such as calling the bank's banking phone number shown on the card and/or through electronic channels. In order to submit complaints or in case of any other inquiries, she / he can write to the address of the bank mentioned in this agreement.

#### Article 13: Conditions of the Credit Limit and Raising and Lowering the Credit Limit:

According to the terms and conditions of the (Agreement) and as long as the customer determines the credit limit of the card (the ceiling) by depositing the customer in the card account, accordingly the customer has the right and his / her full liability to raise or lower the credit limit without the slightest liability on the bank.

#### Article 14: Breach of Obligations:

Bank procedures in case the customer defaults on payment:

1. The bank will update the customer's credit record to reflect the customer's position on default - as long as it is found - with the Saudi Credit Information Company (SIMAH), which is traded among all banks operating in the Kingdom of Saudi Arabia, without any liability on the bank, in the event that the customer defaults on payment. Amounts owed on the card.
2. The bank will update the customer's credit record when she / he pays the amounts due - as long as they are found - and defaulted in accordance with the policy of the bank, bearing in mind that updating the data does not mean in any way the modification of the customer's credit history, but only means updating the customer's credit record and reporting the payment process to the Bank and the Saudi Credit Bureau (SIMAH).
3. In the event of default - if there is - the bank sends a default notice to the customer to fulfill his / her obligations under the agreement within (30) days from the date of the notice.
4. **Consolidation of accounts/clearing:** All accounts are guarantors, according to which the customer authorizes the bank to conduct clearing, deduct the credit balance and make adjustments and transfers entries in any accounts opened in the name of the customer at any of the bank's branches and/or with NCB Capital (NCB Capital) and/or with any of its subsidiaries and/ or owned to pay all obligations of the client.
5. **All funds are collateral:** All funds, securities, commercial papers and precious metals that may be deposited in the name of the customer with the bank or any of its branches and/or with Al-Ahly Financial Company and/or with any of the subsidiaries and/ or owned by him / her is considered a guarantee and insurance for all obligations. The customer is directed towards the bank, and without the need for a special declaration, and the bank shall have the right to obtain his / her dues and collect his / her debt directly from the funds referred to through the clearing process, and she / he shall have priority over any other creditor without the need for notification or any legal procedure.

#### Article 15: Types of Fees and Financial Obligations / Taxes / Fines / Legal Fees / Delay Penalties:

The customer authorizes the bank to automatically debit the value of the fees and financial obligations / taxes / fines / legal fees / delay penalties on the card account or the current account of the customer and/or any from his / her accounts with the bank and/or with Al-Ahly Financial Company (Al-Ahly Capital) without referring thereof or notifying it according to the following provisions:

1. **Types of card fees (all categories):** It is agreed that the value of the above fees is determined according to the category of the card issued to the customer specified in Article Twenty-first and the two types of fees according to the following:
  - 1.1. Card issuance fee upon activation.
  - 1.2. Annual card renewal fee.
2. The customer shall bear the value of any expenses, fees, obligations or other financial burdens arising from his / her use of the card.
3. If the bank wishes to change the value of the card fees charged by it and/or with regard to the method of paying the amount due and/or the due date and/or the terms and conditions of (the agreement), the bank will, through the bank's documented means of communication, notify the customer of its desire to change within a period of time. Not less than 30 working days before the change is made, and after the end of this period, the change specified in the notice becomes effective and valid for both parties from the expiry

date of the above 30 working days' period, in the event that this period has passed and the customer did not object to the amendment before the expiry of the 30 working day period above. This constitutes the customer's approval of the amendment, and the notification is sent by mail or any secured means of communication to the contact information recorded in the customer's record, and among these modifications are the cases mentioned below, for example, but not limited to:

3.1. Any increase/modification in the annual fees and/or administrative expenses levied on the client

- Any increase/modification in foreign currency exchange fees
- Any change in the methods of calculating fees
- Any new fees or expenses.

4. **International cash withdrawal fees:** In the event that the customer completes an international cash withdrawal from any ATM using the card, the customer will be charged a service fee of 30 SR lump sum for each cash withdrawal outside the Kingdom, in addition to the fees specified in Article 17 (International Transactions).

5. The customer must maintain a sufficient balance in his / her current account to pay the amounts due or that may be due from him / her at different times.

6. **Fees for costs / legal fees:** The customer is obligated to pay the bank all fees and charges for all actions taken in addition to the legal fees incurred when claiming, collecting or litigating in connection with the collection of unpaid amounts by the customer and/or for breaching any of the provisions of this Agreement.

7. The customer acknowledges that she / he is aware that the amounts paid under this agreement, such as any fees, do not include the amounts of value-added tax and/or any tax -whatever it is called-, and that they are added and charged to the customer - without the need to notify him / her from the bank. Examples of: That and mentioned below - for example, but not limited to - the following:

- a. **Value Added Tax:** Amounts related to value added tax imposed in accordance with the percentage determined by the laws, regulations, and instructions of the competent government agencies in the Kingdom of Saudi Arabia.
- b. Any fees / administrative expenses / government payments / fines / taxes / insurance / violations / fees / government services fees / special service fees / whether they are imposed now or will be imposed in the future.

8. **Delay Penalties :** While the Bank reserves the right to take all the procedures set forth in this Agreement and the procedures specified in Article Ten (non-fulfillment) and/or any legal procedures, the Bank, in the event of the customer's procrastination in paying the amounts owed by him / her for more than 90 days from the date of eligibility, the customer will automatically incur a fine of (100) SR, provided that these fees do not exceed the existing and owed amounts of the customer, and this fine will be spent on charitable causes after deducting the bank's costs in requesting the customer to pay - if any - under the supervision of the authority The legitimacy of the bank, and the customer acknowledges that everything that was mentioned above is not refundable in any way.

## Article 16: Invoices/Documents:

The bank is not obligated to send and/or show invoices or other documents paid by the bank or a copy thereof with the customer's account statement. A service for each copy amounting to sixty SR on the card account and/or any of the customer's accounts. If it is proven that the customer is not responsible for the value of the transaction recorded in the document, the bank will refund the collected fee and cancel this entry.

## Article 17: International Transactions:

The bank pays the obligations arising from the customer's use of his / her card for any international transaction inside and/or outside the geographical borders of the Kingdom of Saudi Arabia, whether it is through the Internet, through points of sale, cash withdrawals from ATMs, or in any other form, in accordance with all conditions The provisions of the (Agreement) and the conditions specified in this Article:

1. **Determining the exchange rate :** The customer acknowledges that every international transaction she / he performs in any currency and whether she / he chooses to pay the international operation in a foreign currency and/or in SR - the payment currency to complete the international operation is subject to the currency exchange rate that the customer is obligated to pay in all cases according to this (The Agreement) and in accordance with the Bank's terms and conditions and/ or international standards, in addition to the following : (The exchange rate of each international transaction carried out by the customer is determined according to the prevailing exchange rate on the day the international transaction was credited to the card account (and for clarification) the exchange rate of the international transaction will not be determined on the day the operation is executed, and accordingly the customer is obligated to pay the bank the balance of the card account including the value of the transaction, the value of the exchange rate plus the international transaction fees specified below and any modification thereof).
2. **International transaction fees:** according to the category of the card issued to the customer and its conditions as explained in the twenty-first article. The value of the international transaction fees is calculated according to a specific percentage of the value of the amount of the international transaction executed by the customer after determining the exchange rate and currency exchange to SR regardless of the currency she / he chose when paying - and even if the payment was made in SR, as long as the operation transaction was carried out by an international transaction - and the bank has the right to amend it from time to time and in the event that the modification is made after notifying the customer within a period not less than thirty days.

3. The customer is obligated to observe any restrictions or provisions that may be applied in relation to transactions or circulation of cash within and/or outside the geographical borders of the Kingdom of Saudi Arabia in which this card is used, where the customer alone bears any financial burdens or differences in currency rates that the bank may claim by debiting the account of the Visa or MasterCard and/or any other party.
4. The client acknowledges that she / he is aware that in the event of any notification of any international transaction carried out by him / her (through the approved communication channels between the two parties), any notification of the international transaction contains only the value of the international transaction executed by the client without the value of the exchange rate and/or the value of any fees and or Taxes and/or fees by any related parties, according to which the customer is obligated to pay the bank the value of the international transaction in addition to the value of the exchange rate and/or the value of any fees/taxes/amounts charged to the card account in accordance with the above and in accordance with the terms and conditions of (the agreement).
5. All fees are non-refundable in the event of a claim to return and/or refund the amount of the international transaction for any reason, knowing that if the customer performs any international transaction, the process is considered complete and then subject to currency exchange fees. If, according to the terms and conditions of the good or service that were purchased the customer decides to return the amount and/or get it back, the customer acknowledges that she / he knows that currency exchange fees will be deducted from the amount that will be returned and/or refunded.

#### **Article 18: Complementary to the Agreement:**

All the benefits and conditions related to the Agreement (the Agreement) are binding on both parties, and all new terms and conditions of the (Agreement) at the Bank are subject to this Agreement in a manner that does not conflict with the terms and conditions of the (Agreement), so that these developments are considered complementary and commendatory to this agreement and is binding on both parties, and the customer's approval of any amendment and/or updates to the terms and conditions of (the agreement) through the documented communication channels approved by the bank is binding on the customer.

#### **Article 19: Disclosure to Credit Companies: The customer acknowledges the following:**

1. The bank has the right to obtain any information, disclose the customer information provided, discuss and review it with credit companies such as the Saudi Credit Information Company (SIMAH) and/or with any other party authorized by (SAMA).
2. By agreeing to provide the Bank with any information it requests to open, audit and/or manage the client's accounts and/ or grant him/her financing and/or banking services, the client authorizes the Bank to obtain and collect any information it deems necessary regarding the client, his / her accounts and credit facilities from the Saudi Company (SIMAH) and from any other source, the customer authorizes the bank, its agents, and the persons authorized by it to disclose and exchange all information related to its accounts and credit history (including data sharing) with SIMAH and/or other credit companies.
3. The bank will monthly update the customer's credit record with SIMAH and/or other credit companies.
4. This credit record with credit companies is the main reference for all banks and entities participating in the program.

#### **Article 20: Breach of the Terms and Conditions or Derogation from them:**

**First:** In the event that the customer breaches the terms and conditions of the (agreement), the bank has the right to take the measures stipulated in the (agreement), which include, but are not limited to : the bank's right to cancel the card and/or deprive the customer from enjoying the benefits and rewards offered by the bank without referring to the customer and/ or obtain his / her consent; In addition, the bank reserves its right to take all the procedures mentioned in the (agreement), especially the procedures specified in Article Five and/or Clause (7) (issuing a replacement card for a lost or damaged card) of Article Four and/or Clause (8) (delay fines) of Article fifteen without referring to the client and/or obtaining his / her consent.

**Second:** The customer acknowledges that the services will be suspended and/or canceled (according to the bank's sole will) without the need for a warning. Expenses, fees and/or currency exchange difference, taking into account the terms and conditions of (the agreement), especially the terms of Articles fifteen and seventeen, considering that the customer is in breach of his / her obligations and commitments in any of the following cases mentioned, for example, but not limited to:

1. If the customer delays or fails to implement any of his / her obligations or pledges stipulated in these terms and conditions and any amendment thereto.
2. If she / he breaches the obligations or the terms and conditions of the (Agreement) in any way.
3. If the customer delays or fails to implement any of his / her obligations or pledges stipulated in the terms and conditions of any agreement of any of the Bank's product agreements and/or breaches them in any way.
4. If the customer delays or fails to implement any of his / her obligations or pledges stipulated in the terms and conditions of any of the agreements concluded between the customer and third parties and/or breaches them in any way that has a negative impact on the financial position as deemed by the bank, the customer could not provide assurances or guarantees acceptable to the bank.
5. If the customer breaches the insurances and guarantees provided by him / her in favor of the bank by taking any measure or taking any action that the bank deems, according to its assessment, to decrease its value, which may affect the bank's rights arising therefrom.



6. If the customer fails to fulfill his / her obligations towards the bank and/or third parties, which the bank considers in its estimation to have a negative impact on the financial position of the customer, and she / he was unable to provide guarantees acceptable to the bank.
7. In the event of the death of the customer and the failure of one of the heirs accepted by the bank to transfer the debt owed to the bank by his / her personal financial legator, taking into account clause (2) of Article Twenty-two.
8. In the event of the insolvency or bankruptcy of the customer or his / her incapacity.
9. If any financial indebtedness related to the card and/or any other indebtedness of the customer becomes payable and has not been paid when due.
10. If any creditor of the customer declares that any financial indebtedness of the customer has become due before its specified due date as a result of cases of default by the customer (as stated in the relevant agreement).
11. If any obligation towards any financial indebtedness of the client has been canceled and/or suspended by the client's creditor as a result of the client's default cases (as stated in the relevant agreement).

In accordance with the above, the customer authorizes the bank to deduct all the amounts due in addition to the consequent expenses, fees and/or currency exchange difference, taking into account the terms and conditions of (the agreement) especially the terms of Articles fifteen and seventeen immediately in the event that any of the above-mentioned cases are realized in addition to the Bank's right to take legal action and/or any claim of any rights the Bank has under the (Agreement).

### Article 21: Card categories and conditions for each category:

The card category is determined by the customer, and if the bank approves its issuance, all terms and conditions of (the agreement), in addition to the conditions below related to (the two categories of cards), except for the fee clause. As it is agreed between the two parties that the special fees for each card category will be applied according to what is specified below and according to the following terms and conditions:

#### Card Fees:

Card Category	AlAhli Prepaid Card - Gold Category	AlAhli Prepaid Card - Platinum Category
Fee Issuance	Free	200 SR
Card Category	Free	200 SR
The international cash withdrawal fee	30 SR for each international cash withdrawal	30 SR for each international cash withdrawal
Foreign exchange fee	up to 2.75 %	up to 2.75 %
Account statement issuance fee (upon request)	10 SR for each account statement	10 SR for each account statement
Lost Card Replacement Fee	50 SR	50 SR
Daily spending limit	20,000 SR for purchases 5,000 SR for cash withdrawal	20,000 SR for purchases 5,000 SR for cash withdrawal
Example of a foreign currency exchange process	Transaction Amount = \$1,000 exchange rate = 3.75 % The amount of the transaction in SR = 3,750 SR Foreign currency exchange fees = (3 * % 2.75 750 SR) = 103.1 SR VAT on foreign currency exchange fees = (%15 103.1 * SR) = 15.46 SR Total amount = 868.56 3 SR	Transaction Amount = \$1,000 exchange rate = 3.75 % The amount of the transaction in SR = 3,750 SR Foreign currency exchange fees = (750 3 * % 2.75 SR) = 103.1 SR VAT on foreign currency exchange fees = (* % 15 103.1 SR) = 15.46 SR Total amount = 868.56 3 SR

## Card Loyalty Program: LAK Program - The customer acknowledges that:

**First:** Definition and conditions of the "LAK" program: It is a program that grants the customer points when using the card, and the customer acknowledges his / her awareness of the following:

1. The terms and conditions of the (LAK) program and any amendment thereto on the (LAK) website are an integral part of this agreement, and the bank and/or the companies providing the service to the bank have the right to amend the terms and conditions of the programs without referring to the customer, and in the event the amendment is made, it will be after notifying the customer of the amendment within a period of no less than 30 working days.
2. All earned points are not transferable to any other card account, whether (credit or prepaid).

**Second: Subscribing in the (LAK) Program:** In the event that the customer desires to benefit from the benefits of the (LAK) program, the customer is obligated to enter and subscribe to the (LAK) website, provided that she / he reads the terms and conditions related to the program, and the customer acknowledges his / her knowledge that his / her participation in the program is considered to be in agreement with the terms and conditions of the program, and accordingly the bank is absolved of any liability in this regard, without the slightest liability on the bank.

**Third:** The advantages of the (LAK) program (the number of points earned at the time of concluding the agreement):

When using the card and taking into account what was stated in clauses (fourth and fifth) below, the customer has the right to acquire the points specified in the table below upon concluding the agreement - and it is agreed that the bank has the right to modify the number of points earned / the number of SR from time to time without referring to the customer and in the event if any amendment is made, it will be after notifying the customer of the amendment within a period of no less than 30 working days - and the number of points earned will be according to the following:

Card Category	AlAhli Prepaid Card - Gold Category
The number of points earned for every 2 SAR (local purchase)	1 point
The number of points earned for every 2 SAR (international purchase)	

Card Category	AlAhli Prepaid Card - Platinum Category
The number of points earned for every 1.5 SAR (local purchase)	1 point
The number of points earned for every 1.5 SAR (international purchase)	2 points

**Fourth: Points Redemption Mechanism:** Collected points are redeemed through the program's website - for customers participating in the program only - and points (according to the card category) can be exchanged for any of the rewards shown here, including but not limited to: air miles and/or hotel reservations and/ or electronic purchase vouchers and / or cash back and / or any offers that the bank may specify from time to time.

**Fifth: Disadvantages/impediments to earning points:** The customer acknowledges his / her knowledge that she / he is not entitled to claim the benefits of the (LAK) program and/or demand to earn points on the transactions made on the card in the cases below and mentioned, for example, but not limited to:

1. In the event of paying any fees, amounts, or violations through the SADAD system.
2. In the event of a cash withdrawal.
3. In the event of paying general payments and bills.
4. If the customer does not register at [www.lakrewards.com](http://www.lakrewards.com).
5. In case of E-Wallet Top-up transaction or transferring part of the credit limit to the e-wallet.

**Sixth:** Cancellation of earned points: In the event of closing all credit card accounts and prepaid cards - regardless of their number, categories and/or reason for closure - that the customer holds, whether the closure was done by the customer and/or the bank in accordance with the terms and conditions of (the agreement) All earned points will be forfeited.

## Article 22: General Provisions

1. **Amendments:** The Bank shall have the right to amend the conditions mentioned in this (Agreement) from time to time. Accordingly, the Bank will notify the customer of its desire to change within a period of no less than 30 working days before making the change, and after the expiry of this period, the change specified in the notice shall become effective and valid for both parties from the expiry date of the 30 working day period, in the event that this period has passed and the client did not object to the amendment before the expiry of the above 30 working day period, the notice will be sent by mail or any other secured means of communication to the contact information recorded in the customer's data.

2. **Death or injury :** In the event of the customer's natural death or as a result of an accident, or his / her disability or total disability (God forbid) during the term of the contract, the customer (in cases of total disability) and/or his/her heirs are obligated to inform the bank within a maximum period of (10) days from the date of death or proof of permanent total disability and to provide the bank with the original documents related to those transactions, or with true copies as the case may be, according to what the bank decides, the bank must close the customer's card account in the event of death within 30 days from the reception date of all the required documents.
3. **Transfer of rights:**
  - a. The Bank has the absolute right to transfer all its rights and obligations resulting from this agreement and any amendment or developments thereto, all or part of it, to whomever it wishes, without obtaining the consent of the customer.
  - b. The customer is not entitled to transfer his / her rights or obligations under this agreement and any amendment or developments thereto to any other party without the prior written consent of the bank.
4. **Assignment:** The Bank has the right at any time to assign its rights arising under this Agreement to any other party, without the need to obtain prior permission from the customer or give him / her a notice thereof.
5. **Force majeure:** The bank is not responsible for any delay or failure to receive the account statement resulting from force majeure, such as, but not limited to, natural disasters, wars or labor strikes.
6. **Keep the documents attached to the application and guarantees:** The bank has the right to keep the documents attached to the application for obtaining the card, and it has the right to request any guarantees and/or additional documents, even if the bank refuses to issue the card for any reason.
7. **The language of the agreement:** the agreement is written in Arabic initially, and if the customer requests an English copy, she / he will be provided with it, knowing that if there is a conflict between the Arabic and English texts, the lesson is in the Arabic text.
8. **Electronic signature terms and conditions:** Regarding electronic signature, the customer authorizes the bank to:

**First :** According to the electronic transactions system and its executive regulations, according to which the customer is required to have a (digital certification license), which is an electronic document issued by a (certification service provider) who is the person authorized to issue digital certification certificates, or any service or task related thereof and electronic signatures according to this system, such as (BTC) and (STCS), and this digital certificate is used to confirm the identity of the person (the customer) who has the electronic signature system, and it contains data to verify his / her signature, which is certified by (the Center), which is the National Center for Digital Certification NCDC, which handles Supervising and managing the tasks related to the issuance of digital certification licenses. Accordingly, the customer authorizes the bank to:

1. By passing the client's data and personal information to the (certification services provider) in order to complete the client's procedures related to the issuance of the (digital certification license).
2. By completing the electronic signature procedures according to the reality of the situation.

**Second: The client acknowledges his / her knowledge of the following:**

1. If a written signature is required for a document, contract, or the like, then the electronic signature that is made in accordance with this system (defined above) is considered to fulfill this condition, and the electronic signature is considered a written signature, and it has the same statutory effects.
2. That electronic transactions, records and signatures have binding authority, and their validity or enforceability may not be denied, nor may their implementation be prevented because they were done - in whole or in part - in electronic form. Also, the information that results from electronic dealing does not lose its authenticity or enforceability, and electronic transaction is accepted. Or electronic signature as evidence in proof.
3. The offer and acceptance in contracts may be expressed by electronic dealing, and the contract is considered valid and enforceable whenever it is made in accordance with the provisions of Sharia and the system, and the contract does not lose its validity or enforceability simply because it was made by one or more electronic records.
4. It is permissible to contract through automated electronic data systems or directly between two or more electronic data systems that are prepared and programmed in advance; To carry out such tasks as representatives of the two parties to the contract. The contract shall be valid, enforceable and productive of its statutory effects despite the absence of any direct intervention by any person of a natural nature in the process of concluding the contract. Also, a contract may be concluded between an automated electronic data system and a natural person, if she / he knew - or should have known that she / he was dealing with an automated system that would take over the task of concluding or executing the contract.

**Third: Responsibilities of the certificate holder (client). The client acknowledges his / her awareness and knowledge of the following:**

1. The certificate holder is responsible for the integrity and confidentiality of his / her electronic signature system, and every use of this system is considered issued by him, and she / he must abide by the conditions for using his / her certificate and the conditions for creating his / her electronic signature.

2. The certificate holder must provide correct information to the certification service provider, or to all parties who are required to trust his / her electronic signature.
3. The holder of the certificate shall inform the certification service provider of any change to the information contained in the certificate, or the absence of its confidentiality.
4. The holder of a certificate that has been suspended or canceled may not reuse the electronic signature elements of the relevant certificate with another authentication service provider, and the regulations shall specify the necessary procedures to prevent such an issue.

### Article 23: The system to be applied for settling disputes:

The interpretation and implementation of all terms and conditions of the (agreement) and any transactions arising from it, regardless of whether they are conducted or the parties involved are subject to the provisions of Saudi laws and regulations alone, and the Banking Disputes Committee of the Central Bank of Saudi Arabia is responsible for settling any disputes arising in respect of it. Breach of the bank's right to refer the dispute to any court or judicial authority in any other country in which the second party has a chosen domicile, commercial activity or property.

### Article 24: Reading (Agreement) and Agreeing thereof:

All statements issued by the client and authorizations under this (Agreement) and its facilities are irrevocable, revocable or limiting, as they were signed after acceptance and a clear understanding of all their meanings. The two parties acknowledge that they have negotiated this (agreement) and all the terms and conditions contained therein and the appendices attached to it, and that they have read it after its final formulation and understood and agreed to implement all its terms and conditions, each in its own right, from the date of signing this (agreement) until the end of duration.

This (agreement) includes (24) main articles and its facilities, and it has been issued in two identical original copies, each party holds a copy to work accordingly when necessary. Clearly and accepting all its terms and conditions, and the signature of the two parties is binding on both parties (whether the signature is in writing and/or electronically - according to the electronic transactions system and its executive regulations and any amendment to any of them - and in accordance with any instructions or circulars from the relevant authorities) on this page in recognition of all of the above on the previous pages.

#### The most important provisions of the agreement

Article 10, p. No. 5	The consequences of the customer's continued non-payment of the amounts owed by him / her for a period of 90 days.
Article 20, p. No.8	Effects on the card holder in case of breach of the terms and conditions of this agreement.

The first party (Saudi National Bank)	The second party (customer / card holder / applicant)
Name of authorized person: _____	Name of customer: _____
Position: _____	National identity: _____
Signature: _____	Signature: _____
Date: _____	Date: _____