# 1-D002-E

# Terms and Conditions Annex to the Agreement to Open a Current Bank

## Account for Individuals - Albilad Account



#### First: Preamble

Whereas the Client wants his current account shown above to be an investment current account (<u>Albilad Account</u></u>), for the purpose of investing the amounts deposited in the account through Mudarabah in treasury and corporate businesses, in accordance with the provisions of Islamic Sharia, and whereas it is agreed and understood by the Client that his signature on this appendix is considered a request, and the Bank's opening of the account is an acceptance, and the terms and conditions contained in this appendix shall immediately be applied, and shall be binding on both parties, in addition to any additional terms or provisions agreed upon by both parties later in writing, after the bank studies and approves the aforementioned request. Therefore, it has been agreed between the two parties, who are of full legal capacity, on the terms and conditions for opening the account (Albilad Account) and providing the banking services shown below.

#### Second: Tariffs

The words and phrases mentioned below shall have the same meanings shown next to each of them unless the context requires otherwise:

(Client): It is the natural or legal person, the owner of the account, who originally signed the agreement to open a current bank account, or his agent signed on his behalf.

(The Bank): Bank Albilad, Commercial Registration No. 1010208295 and its head office is the General Administration: Bank Albilad, 8229 Conference District, Unit No. 2, Riyadh 11711 - 3952, Kingdom of Saudi Arabia, banking phone 8001230000, and tax registration number 300000712300003.

(Albilad Account): It is the current account subject of the Main Agreement between the bank and the second party, and it is an investment account that aims to make profit through Shariah Mudarabah, in which the client (rab al-mal) deposits the Mudarabah capital, and the bank (the Mudarib): invests these funds according to the terms and conditions of this appendix; the bank also gives the Client the right to withdraw and deposit from this account, and to perform other banking services according to the terms and conditions contained in the main agreement and in this appendix.

(Distributable profit): The total revenues of the bank's investment in treasury and corporate businesses, minus the cost of financing inside and outside the bank borne by the treasury and corporate (the Mudarib), attributed to the client's investment amount to the total balances of the Albilad accounts, multiplied by the client tranche.

(PPR): Profit Participation Rate.

#### Third: Albilad Account Features

Immediately upon signing this appendix by the client, a partnership relationship shall then be established which entails investing the amounts deposited in (Albilad Account) through Mudarabah in accordance with the provisions of Islamic Sharia, and all amounts owed to or by him shall be recorded therein. This appendix shall be considered an integral part of the main agreement; in case there is any conflict between the terms and conditions of the main agreement and this appendix, the terms and conditions of this appendix shall prevail in a manner that does not conflict with the banking laws and procedures in force in the Kingdom of Saudi Arabia and in accordance with the provisions of Islamic Sharia, and the Client acknowledges that all the data he provided to the bank, and in the light of which this appendix has been concluded, are correct.

- 1. There is minimum average balance of the month required to be eligible for Mudarabah profit. In case the minimum average balance is not maintained during the month the balance in the Albilad account will be considered as Current Account deposit with no profit applicable. The required minimum average balance shall be updated on Bank's website.
- 2. Albilad account offered in Saudi Riyals and US dollars has deposit slabs with different profit participation rates ('PPR'). Based on the balance (average / minimum) maintained by the customer the percentage of profit is distributed to customers. Information related to deposit slabs and PPR shall be updated on the Bank's website.
- **3.** Distributable profit-sharing ratio: In the event that Albilad Account achieves profits, the Client shall be entitled to the percentage of profit according to the deposit slabs, and the bank shall be entitled to the remaining percentage of the profit. In the event of a capital loss, the bank, as a Mudarib, shall not be responsible for this loss, except in the event of infringement or negligence by the bank.
- **4.** The bank has the right to change the deposit slabs or the profit rate or the PPR or the minimum average balance that is required to be eligible for Mudarabah profit at its absolute discretion, provided that the Client is notified of this a month before the effective date of the amendment. In the event that the client does not agree to the Bank Amendment, He/she

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must submit a request to cancel the account before the effective date of the amendment, otherwise the amendment shall become binding on the client.

- 5. Eligible Capital and Earning Profits:
  - **a.** The month's profits shall be calculated based on the average balance amount for Albilad Account in Saudi Riyal and minimum balance amount for Albilad Account in US dollars during the Gregorian month, where the client (rab al-mal) is allowed to withdraw his money whenever he wants, and this is considered a departure from the Mudarabah contract with regard to the withdrawn funds, and the Mudarabah contract applies to the average balance available in the account during the month provided it meets the minimum average balance requirement, with the exception of Albilad account in US dollar currency which is based on minimum balance of the month, however if the average monthly balance is USD 5 million or more, it is calculated on the average balance.
  - **b.** The Client is not entitled to any profits if the available amount in the account falls below the required balance to be eligible for profit. Please refer to Bank website for details on the required balance to be eligible for profit. The Client is considered waiving to the bank the profits due from the Mudarabah contract for the month in which the balance falls below the required amount, until the account balance is increased to the required amount for participation in the Mudarabah contracts before the beginning of the month following the month in which the balance fell below the required amount.
  - c. The months of the Gregorian calendar shall be considered in calculating profits and their due dates.
  - **d.** The profit percentage due to the Client is determined from the distributable profit percentage ('PPR') based on the deposit slab which is determined based on the average / lowest balance during the month.
- **6.** Profits are credited to the account at the beginning of the day following the end of each Gregorian month, and as shown in the illustration of the mechanism for calculating Albilad Account Profits on the Bank's website.
- 7. No check books or ATM cards are issued to the Albilad Account in the US dollar currency.
- **8.** The client and the bank have committed themselves to be dealing with each other in accordance with the provisions of Islamic Sharia, and according to what the Shariah committee of the bank decides; they are not entitled to deal with forbidden things, such as usury, Gharar contracts, and others.
- **9.** The usual fees for executing any operation carried out by the bank, based on the Client's instructions, shall apply. If that operation includes a loan from the bank to the Client, such fees shall be as much as the actual cost only; and any taxes due on the services provided under the main agreement or this annex shall be added to these fees as well as stipulated by the value tax law and the laws and regulations in force in the Kingdom of Saudi Arabia.
- **10.** The account is frozen when the client's official document expires and/or his data is not updated.

#### 11. Account closure:

- **A-**When the customer wishes to terminate his dealings with the bank, he must submit a request to close his account and return the check book, ATM card and account card. The bank may reject the customer's request in the event that the account to be closed is linked to financial services originating on this account and its existence.
- B-• In the event that the account, after opening it, is exposed to problems verifying the banking relationship, and the problems cannot be resolved, or the relationship with the bank is used for a purpose other than its purpose, then the relationship will be closed.
- C-• If the account is opened and the customer deposits in it and then withdraws from it and his balance becomes zero and he continues without balance or dealings for a period of 4 years; The account will be closed after verifying that there are no links or obligations on the account and informing the customer that the account has been closed and that he is not entitled to any returns from it. Since his account is free of any amounts intended for speculation. And after notice

Other parameters related to Albilad Account

Number of withdrawals allowed during the first year	Number of withdrawals allowed during the second year	Equivalent annual rate	Annual entitlement
Not applicable	Not applicable	Not applicable	Not applicable

**Annual accrual:** The months of the Gregorian calendar shall be taken into account in calculating profits. The accrual shall be for the entire month, and profits shall be added at the beginning of the day following the end of each Gregorian month.

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**Equivalent annual rate:** the month's profits shall be calculated on the average balance in the account during the Gregorian month, with the exception of the Albilad Account in the US dollar currency which is calculated based on minimum balance of the month, if the balance in Albilad USD of the month is 5 million USD or more, it shall be calculated on the average balance of the month.

**Number of withdrawals:** The Client is completely free to manage his account by depositing or withdrawing during the month. **NB:** 

- ✓ These investments are classified as low risk
- ✓ The bank has the right to modify the deposit slabs or the percentage of the profit (PPR) that can be distributed as it deems appropriate, provided that the account holders are notified before the amendment with a period of no less than (30) days through any of the means of communication (SMS / Postal messages / Website ... etc.).

The Client acknowledges that he/she has read the above terms and conditions and agreed to them through Bank Albilad digital channels or Branch.

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## Illustration of the mechanism for calculating Albilad Account Profits

#### Our Dear Client.

We welcome you to Bank Albilad and we are pleased that you chose us to share profits by opening Albilad Account, as Albilad Account is the first account to be offered in the Kingdom of Saudi Arabia, giving the Client the freedom to manage his account and dispose of his money at any time, while calculating and taking profits will continue on the eligible balance; and this account enables you to invest your money while at the same time enjoying high financial liquidity, and the Albilad account is characterized by many advantages such as flexibility, profits and low risks.

## - Important points about the profit-sharing mechanism of the Albilad Account:

1. Distributable profit-sharing ratio: In the event that Albilad Account achieves profits, the Client shall be entitled to the percentage of profit according to the deposit slabs, and the bank shall be entitled to the remaining percentage of the profit. In the event of a capital loss, the bank, as a Mudarib, shall not be responsible for this loss, except in the event of infringement or negligence by the bank. The bank has the right to change the deposit slabs or the profit rate or the PPR or the minimum average balance that is required to be eligible for Mudarabah profit at its absolute discretion, provided that the Client is notified of this a month before the effective date of the amendment. In the event that the client does not agree to the adjusted profit rate, he must submit a request to cancel the account before the effective date of the amendment, otherwise the amendment shall become binding on the client.

## 2. Eligible Capital and Earning Profits:

- **a.** The month's profits shall be calculated based on the average balance amount for Albilad Account in Saudi Riyal and minimum balance amount for Albilad Account in US dollars during the Gregorian month, where the client (rab almal) is allowed to withdraw his money whenever he wants, and this is considered a departure from the Mudarabah contract with regard to the withdrawn funds, and the Mudarabah contract applies to the average balance available in the account during the month provided it meets the minimum average balance requirement, with the exception of Albilad account in US dollar currency which is based on minimum balance of the month, however if the average monthly balance is USD 5 million or more, it is calculated on the average balance.
- **b.** The Client is not entitled to any profits if the available amount in the account falls below the required balance to be eligible for profit. Please refer to Bank website for details on the required balance to be eligible for profit. The Client is considered waiving to the bank the profits due from the Mudarabah contract for the month in which the balance falls below the required amount, until the account balance is increased to the required amount for participation in the Mudarabah contracts before the beginning of the month following the month in which the balance fell below the required amount.
- c. The months of the Gregorian calendar shall be considered in calculating profits and their due dates.
- **d.** The profit percentage due to the Client is determined from the distributable profit percentage ('PPR') based on the deposit slab which is determined based on the average / lowest balance during the month.
- 3. These investments are classified as low risk.
- 4. Participation rates in calculating profits for Albilad are divided into deposit slabs as mentioned on the Bank's website. Distributable profit: The total revenues of the bank's investment in treasury and corporate businesses, minus the cost of financing inside and outside the bank borne by the treasury and corporate (the Mudarib), attributed to the client's investment amount to the total balances of the Albilad accounts, multiplied by the client tranche.

**Calculation of profit sharing** = (Saudi Riyal) the average balance during the month x number of days in the month x return on Albilad account based on deposit slab / (36,000)

**Calculation of profit sharing** = (US dollars) the minimum\* balance during the month x number of days in the month x return on Albilad account based on deposit slab / (36,000)

Please refer to Bank's website for illustrative examples.