

Banking Relationship Establishment Agreement For Individuals



Branch  Date   
 Agreement type  Current account  Albilad account  New  Update  The next update .....

**Personal Information** Title

Name in Arabic      
 Name in English  First Name  Father  Grandfather  Family   
 Gender  Place of Birth  Date of Birth

**ID Details**

Identity Type  Nationality  ID Number  Place of Issue  Date of issue  Expiry Date

**Educational**  **Marital Status**  No. of Dependents

**Housing Information** **Type of Residence**  **Ownership housing**   
 National Address / Home Address Building No.  Unit No.  Street  Quarter   
 City  Postal Code  Additional No.

**Information and Communication**

Home Phone  Mobile  E-mail  Fax  Rahal   
**Mailing Address :** City  P.O. Box  Postal Code  **Type Post**   
**Postal Address in Home Country For Non-Saudi :** Country  City  P.O. Box  Postal Code  Telephone No. Out of KSA.

**Employer Information**

Employment Status  Employer  Position  Business Sector  Date of Joining   
**National Address / Work Address** Building No.  Unit No.  Street  Quarter   
 City  Postal Code  Additional No.  Occupation (For non-Saudi as it's in residence permit "Resident identity")   
**Mailing Address :** City  P.O. Box  Postal Code  **Type Post**

**Financial Information**

**Main Source of Income**  The monthly Amount of the source Income  **Additional Source of Income**  The Monthly Amount of Additional Income

**Method of receiving the main income**  **Method of receiving the additional income**

Account Number  Purpose of Account  Account Type   
 Currency of Account  Statement Frequency  Preferred Date  Language of Communication

**General Information**

Do you have any dealing with local banks?  Yes Specify   No  
 Do you have any dealing with banks outside KSA?  Yes Specify   No  
 Are you the actual beneficiary / Beneficiaries ?  No Specify   Yes  
 Do you have, now or in the past, a membership in one of local or international charity societies ?  Yes Specify   No  
 Are you currently, or in the past, operate a leadership position in one of the government, judiciary, or military sectors ?  Yes Specify   No  
 Are you a tax resident of countries outside of Saudi Arabia?  Yes Specify   No  
 You must fill in a self-approval for residents exposed to taxes Form No. 2-1-S002-A / 2-1-S002-E + a photocopy of the passport

**Account information's**

Names of Depositors  Relation with Depositors  Names of Beneficiaries Locally  Relationship   
 Names of Beneficiaries Internationally  Relationship  Name of the Countries that Money Transfer to

**Customer Transaction Profile**

	Number	Amount		Number	Amount
Total Cash Deposits Expected Per Month	<input type="text"/>	<input type="text"/>	Total Withdrawals Expected Per Month	<input type="text"/>	<input type="text"/>
Total Cheques Deposited Expected Per Month	<input type="text"/>	<input type="text"/>	Total Local Cheque withdrawals Expected Per Month	<input type="text"/>	<input type="text"/>
Total Local Transfers Expected Per Month	<input type="text"/>	<input type="text"/>	Total Local Transfers Issued Expected Per Month	<input type="text"/>	<input type="text"/>
Total Foreign Transfers Received Expected Per Month	<input type="text"/>	<input type="text"/>	Total Foreign Transfers Issued Expected Per Month	<input type="text"/>	<input type="text"/>
Other Deposits (Please, specify with full details)	<input type="text"/>	<input type="text"/>	Other Uses (Please, specify with full details)	<input type="text"/>	<input type="text"/>
Products Requested ( if it )	<input type="text"/>	<input type="text"/>			

Customer Signature: .....

# Banking Relationship Establishment Agreement For Individuals



**Required service**

**ATM** Please write the name in English as it will appear on the card (not to exceed 22 characters and spaces) [.....]

**Cheque Book** No. [ ] category [ ] 25 [ ] 50 Type  Normal  Carbon Delivery Branch [.....]

**Activate electronic channel**  Albilad net  Albilad application  Albilad Phone

## Terms and Conditions

### First: Preface

Current Account : Whereas the customer ("the Customer") is desirous of establishing a banking relationship with Bank Albilad ("the bank") so that he/she will be able to avail of the banking service contemplated in this agreement and to use any other services that may be provided by the Bank in the future ("the Banking Services"), and whereas it is understood by the customer that upon signing this agreement, the terms and conditions hereof, in addition to any terms and conditions that may be agreed in writing, shall simultaneously come into effect and become binding to both of the parties hereto, after the account opening application has been approved by the bank. Therefore, the two parties, in their full legal capacity, have agreed upon the following terms and conditions in respect of account opening and basic banking services set out herein.

Albilad Account : Whereas the Customer ("the Customer") is desirous to open an investment account with the Bank to invest in through treasury speculation that complies with Islamic sharia (Al Bilad Account) with the understanding that once this agreement has been signed, that this is an offer from the Client and acceptance from the Bank of the account opening and that all the terms and conditions in this agreement thereto shall be applicable and binding to both parties including any further terms and/or conditions to be agreed by the parties in writing. Therefore, both parties have entered into this agreement in accordance with the legal and regulatory requirements in force and the terms and conditions the account (Albilad Account) and providing the services hereunder stipulated to which both parties have their full agreement.

### Second: Definitions

Each of the following terms shall have the meaning assigned to it unless expressly stated otherwise :

"The Customer" : means any natural or juristic maintaining the account opened hereunder after signing this agreement.

"The Bank" : means Bank Albilad, C.R. 1010208295 head office Riyadh P.O. Box 140 Postal Code 11411, kingdom of Saudi Arabia.

"Current Account" means the bank account which is the subject for the application present by the account owner to the bank for availing such account pursuant to the terms herein.

Albilad Account: an investment account aiming to be a profit-oriented account based on Islamic principle of Mudaraba. According to this account the Customer deposits the Mudaraba capital and the bank administers this capital in the areas specified by the terms and condition of this agreement without affecting the right of the Customer to make withdrawals or deposits and/or any other transactions according to the terms and condition of the agreement.

Profit sharing : The total Bank Treasury revenues from financing contracts carried out by the Treasury itself or through the various departments of the bank using the customer funds deposited in Albilad account, less the expenses incurred by the Treasury (Al Mudarib)::

- The commissions of the purchase/sales brokers.
- Expenses (losses) resulting from deferred payment. It is understood that the returns on the financing agreements by the different Bank departments do not represent the different earnings of the Bank from its Customer and the share of the securities department in the said returns shall be equal to the share realized through its own operations.

\* commercial papers \* means cheques, promissory notes and other non-cash instrument for payment of money mentioned in the commercial papers act

### Third: Current Account ( The below Terms and Conditions applicable only to the current account )

- Once the customer has signed this agreement, a banking relationship is established by opening a current account to which all payables and receivable will be posted, and this Agreement shall become subject to the laws and regulations in force in Saudi Arabia to the extent that it will not conflict with Islamic Rules. The customer hereby declares that all representations and information he/she presented to the bank are true, based on which this agreement has been signed.
- Any funds deposited in the bank shall be equivalent to loans. Therefore, the Bank shall pay these funds to the customer upon request as SAMA regulations. The Bank shall have the right to use these funds and in the meanwhile, the customer shall not receive any interest on the funds owing.
- Any funds deposited in the bank shall be equivalent to loans. Therefore, the Bank shall pay these funds to the customer upon request. The Bank shall have the right to use these funds and in the meanwhile, the customer shall not receive any interest on the funds owing.

### Fourth: Albilad account : ( The below Terms and Conditions applicable only to Albilad account )

- Once this agreement is signed by the Customer it is understood and agreed that Al Bilad account shall be established. The administration of the fund shall be on the basis of Mudaraba and to debit and credit the account according to the governing rules and regulations of the Kingdom in conformity with Islamic Sharia. Moreover, the Customer confirms that all information provided by him to the bank in this respect is accurate and correct.

#### 2- Types of Account Segments – Segment Minimum Amount – Customer Profit Rate

Segment type	Segment minimum amount	Profit rate
Silver	20.000 SR	30%
Gold	300.000 SR	40%
Platinum	2 Million SR	60%

Note: Bank has the right to change the profit rate and segment limit for customer as its point of view, However bank has to send notification for customer regarding amendment before 30 (Thirty) days at least through any bank channels such as (email , SMS ....etc)

- Profit sharing ratio in distributable profits :  
The Customer is entitled to the above mentioned profit rate (item **Fourth** (2) from the profit recognized, while the bank is entitled to the remainder of the profit ratio. However, the bank is absolved from any liability arising from capital losses unless it is proved beyond doubt that the loss is attributed to verifiable negligence or dire miscalculation of risks. The Bank has the right to modify the ratio at any time but the customer should be notified at least one month before applying the new rate. If the customer doesn't accept the said modification, he should submit a request to close his account before the specified time for enforcing the new rate otherwise, it shall be binding on him to accept the new rate.
- Qualifying Capital and Profit Entitlements :  
  - Profit per month will be computed on the basis of the minimum balance during a Gregorian month and therefore the Customer is fully entitled to withdraw his funds at any time thereby terminating the Mudaraba temporary for the month when the balance decreases until the balance increases up to the limit of Mudaraba subscription on the withdrawn amount and confining it to the minimum balance during the period specified above.
  - The Customer shall not be entitled to any profit if the balance at any time during a month falls below ( SR 20000 ) (Twenty thousand). In this case the customer will be considered conceding the profit of this month to the bank since the balance of his account still below SR 20000 (Twenty thousand).
  - The Customer shall not be entitled to any profit for the Gregorian month in which the account has been established unless the account is established during the workday of the first day of the month in question.
  - The Gregorian calendar is the benchmark for computing the profits and fixing of the date of maturity thereto for a whole month with no entitlement for profits whatsoever for any fraction of a month.
  - The customer shall be eligible for the profit available for distribution based on the type of account segment that has been chosen by the customer.
- The profit shall be credited to the account at the early next day at the end of each month.

### Fifth : Terms and Conditions for Albilad account and current account

- The terms and conditions shall apply to all customer accounts and banking services whether such accounts and services were obtained before or after entering into agreement.
- The customer has authorized the Bank to credit any checks or cash funds deposited by him/her or by others to his/her account deposited by him/her or by others to his/her account by other in the same currency of the said account.
- The customer has agreed to supply the bank with his/her specimen signature and that of his/her authorized representatives. Such specimens shall be lawful and authorized for all transactions involving the account. Unless, otherwise the bank receives written instructions from the Customer.
- The Customer hereby claims liability before all competent authorities for, all the monies that will be deposited into his/her account and shall notify such authorities immediately on any suspicious funds or such funds he/she is not entitled to, whether such deposit was made with or without his/her knowledge and whether he/she has used it or not. He/she also declares that such deposits have come from lawful sources and are free from forgery and counterfeiting. The customer shall have no right of refund or compensation for any bogus or fake funds delivered to the bank.
- The customer has authorized and requested the bank to accept all commercial papers, including Cheque, promissory notes and all payment orders drawn on the Bank by him/her or by his/her authorized representative. If his/her account is overdrawn, the Bank may, at its discretion, carry out customer instructions in respect of such account, provided that such instructions are signed by the customer or his/her authorized representative. He/she shall be indebted to the bank for all debit balances. The bank shall claim only such overdrawn balance without charging any commission.
- Authorized agents & Power of Attorney: If the customer provided a power of attorney-in-fact to operate the Account, the bank shall be entitled to rely upon such power of attorney and shall not be liable for, nor chargeable with notice of, any legal deficiencies in respect of the contests or formalities of execution or the absent of notarization of the power of attorney, and the account owner hereby requests the bank to rely upon such power of attorney and to honor all Cheque or commercial papers drawn upon the account by the guarantee of such power of attorney, regardless of whether such Cheque or commercial papers are payable to the account owner or such guarantee or otherwise, and the power of attorney. The account owner shall indemnify and hold the bank harmless from any and all claims and liabilities paid or incurred by the bank in connection with reliance upon, and the operation of the account by the guarantee of any such power of attorney.
- All account of any type of accounts was opened by the customer, or going to be opened in the future will be guarantee each other regardless of its name or kind, or any of its branches shall be deemed as security of one another regardless of their respective designation or nature. if the customer fails to meet his/her obligations at the specified time under any of his/her accounts, the Bank shall have the right to merge and combine all or some of such accounts and use any balance therein to fully settle customer's obligations hereunder. The bank shall also have the right to offset any credit balance and effect any reconciliations and transfers between the accounts opened or may be opened in the name of the customer at the bank or any of its branches using the exchange rate then prevailing or determined by the bank. All financial and commercial papers and precious metals that may be maintained by the bank or any of its branches on behalf of the customer shall be deemed security and guarantee all customer obligations and liabilities to the bank without the need for any additional declaration or acknowledgment from the customer. The bank shall be entitled to recover and collect debts owed by the customer directly from any such funds by way of offset. The bank shall have preference and priority over any other creditors to use such funds in its possession without any prior notification or any legal proceeding.
- The customer shall keep his/her identification documents valid and regularly update his/her data and information. As Per Saudi Arabian Monetary Agency (SAMA) instructions, and to immediately notify the bank with a copy of the ID when renewed or updated by any government agency, or when so requested by the Bank. Should the customer fails to comply with this requirement, the Bank shall be entitled to block his/her account immediately without any prior notice.

Customer Signature: .....

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- 9 Any account agreed to be opened and denominated in foreign currency shall be subject to exchange rate fluctuations and therefore may incur loss or profit depending on market conditions. Hence, the customer may incur losses or profit when converting foreign currencies to local currency, in which case the Bank disclaims and liability in connection with any foreign exchange fluctuations.
- 10 The customer authorizes the bank to share Customer personal information with other banks and financial institutions in the Kingdom through Saudi Credit Bureau (SIMA).
- 11 The customer acknowledges that the Bank has the right to detect his identification documents and legal status through "ELM" company.
- 12 **Joint Account :**  
If the Account is a joint account. credit balances will be owned jointly by the account owners In equal percentages unless otherwise provided. Each of the account owners may make deposits in and, if his or her individual signature card is on file with the Bank, may make withdrawals from the Account and the Bank shall be entitled to act on written instructions with respect to the account signed by all account owners or by any one of them alone, unless otherwise provided, Each account owner authorizes the other to deposit in the account any checks or other instruments payable to all or any of the account owner(s). and should any such check or instrument be received by the bank without endorsement, the Bank is hereby authorized to endorse the same on behalf of the account owner(s) and to credit the same to the account. Credit balances in the account at any time or times may be withdrawn or otherwise disposed of in whole or in part by check or other written instructions signed by any one of the account owners (or any account owner's attorney-in-fact or other legal representative) without the written consent of any other account owner. The bank shall have no duty of enquiry as to checks or orders payable to the account owner signing the same. Payment or withdrawals from the account on the orders or instructions of any of the account owners may be made regardless of whether the other account owner or owners are alive at the time of payment, but if the Bank is given written notice of the death of an account owner, the Bank shall be entitled to suspend operation of the account and to hold any credit balance until the bank has received written instructions pursuant to a court order or signed by the surviving account owner(s) and the legal representatives or heirs of the deceased account owner. The account owners jointly and severally release the Bank from any liability in making or withholding payments pursuant to this paragraph.
- 13 **Closing the Account**  
A) I/we understand that the bank is opening the account without any deposit required. and if I/we did not deposited any amount within a period of (90) days from the account opening date, then I/we agree that the bank shall close the account without any responsibility on the Bank.  
B) I/we understand that if I/we wish to terminate our relationship with the bank, I/we shall submit a written request and I/we will return the unused checkbook, ATM card and the bank account card which the bank will destroy in my presence, and pay me the entire amount in the account.  
C) I/we understand and agree that the bank entitled to decline my/our request to close the account if there are any transactions which originated under the power and existence of the account, such as LC, LG, discounted bills or loan etc., of financial significance and effect that warrant continuation of the account.  
D) I/we understand and agree that if the account after its opening faced problem as to the verification of the banking relationship, and it was not possible to resolve these problems. or the account was used for purposes other than what it was opened for, then the bank will close the account and return the fund to the source.  
E) I/we understand and agree that if the account opened, and then I/we make a deposits and subsequently withdraws the amount, and the account becomes zero for (4) years, then the bank after ensuring that there are no transactions, which originated under the power and existence of the account, then the bank can close the account.  
D) I/we understand that the bank will classify account/s status as shown below  
(account status) it is the status of operating the account opened with Bank Albilad including all the status shown below  
✓ Active account: an account opened at Bank Albilad with transaction executed during the first 90 days. This account will be active until customer's ID expiration or, if 24 months passed without processing any transaction by the account holder ( only Saudi )  
✓ Dormant account : is the account status after 24 months without any financial truncation done by account holder  
✓ Inactive account : the account status after 90 days from account opening date without any action in the account or after 48 months without any financial transaction done by account holder or the client's agent and the balance was less than SR 100.  
✓ Unclaimed account : is the account status after 60 months without any financial truncation done by account holder or client's agent or after 180 days from the ID expiration for ( non-Saudi )  
Abandoned account is the account status after 180 months without any financial truncation done by account holder or client's agent or after 120 days from the ID expiration for ( non-Saudi )
- 14 **cheques:**  
The customer agrees to abide by following terms and condition in respect of using the cheques provided by the bank:  
1) New cheques books shall be issued and delivered to the account holder personally, through the mail up on his/her sign request, or through any other means accepted by the bank.  
2) The customer shall keep his/her cheques books in a safe place and shall notify the bank if any of his/her cheques books is lost. cheques books must be returned to the bank if the customer account is closed whether at his/her request or his representative's, or by the Bank.  
3) cheques must be used only for the account for which they are issued and they may not , under any circumstances, be used for any other account.  
4) cheques and other bank forms shall be clearly completed and written in ink. Any change in the check must be clear and officially signed not initialized (The short form of the signature)  
5) For security reasons the customer:  
A) Shall not issue blank cheques.  
B) Shall write the cheques starting from the beginning of blank space provided leaving no space empty between words or numbers.  
C) Shall not use erasable ink.  
6) The customer shall be responsible for the protection of any cheques books delivered to him/her. To avoid fraud and forgery, the customer must keep his cheques books in a safe place. Any case of losing cheques, the customer must notify the bank immediately with the cheques number and the date. The bank shall not be liable for payment of any lost cheques.  
7) The bank shall honor any cheques drawn by the customer even if it is forward dated. Payment will be in accordance with the laws of the kingdom of Saudi Arabia. It is understood by the customer that the Commercial Papers Act prescribe punishment, including imprisonment and penalty, in the following cases:  
- Issuing non - sufficient-fund cheque. - Issuing undated cheque.  
8) the bank has the right to charge fees for return cheques As well as the fulfillment of any outstanding taxes on services provided under this agreement, as provided by the Value Added Tax System and the applicable tax system in force in the Kingdom of Saudi Arabia, including the value-added tax system and its executive regulations. .  
9) Stop Payment Order: It is understood and agreed by the customer that:  
A) Stop payment orders shall be accepted only if the check is lost, stolen, or if the holder goes bankrupt, insolvent or incompetent.  
B) The customer shall indemnify the bank against any loss or damage that may be incurred due to non-payment of the cheque.  
C) The bank shall not, under any circumstances, be liable if a cheque is paid due to erroneous details of the cheque, provided that the bank has followed ordinary procedures of stop payment order controls.  
D) The customer shall inform the bank in writing before issuing of a replacement cheques. The word "Replacement" must be written or printed on the face of the new check which must be differently dated from that of the original cheques.  
10) The customer may requests the bank to cancel a payment of a banker draft provided that the original draft is returned to the bank. However, if the draft is lost, stolen or damaged , the customer may requests stopping payment. Moreover, if the draft is lost, stolen or damaged, the customer may requests the bank to cancel a payment of a banker draft only upon a written consent of the payee, provided that the payee signs a declaration that the draft has not been endorsed to a third party. If stop payment is requested, the customer must presents to the bank an acceptable indemnification letter against any liability or obligation that may arise due to lost, stolen or damaged cheques.  
11) All banker's draft issued by the bank in foreign currencies must be presented for payment within three months from the date of issuance, payment after this deadline will be at the discretion of the paying bank (Drawee).  
12) Collection cheques shall not be credited to the account before the amount is collected and actually received by the bank, and if the amount of such cheque is credited to the customer account before actual collection therefor, payment shall be considered as a lone until the cheque is collected by the bank. The bank shall have the right of recourse against the customer if the cheque is not honored, in which case the bank shall notify the customer accordingly.  
13) The exchange rate to be used when foreign currency draft is collected is the rate prevailing at the time the value is credited to customer account after the value of the cheque has been collected and actually received by the bank.
- Sixth Sarraf Albilad (ATM) Card** The cardholder hereby agrees that the following terms and conditions shall apply as far as the use of Albilad ATM card (Sarraf Albilad Card) is concerned :  
1) The bank shall provides the customer with Sarraf Albilad Card along with a personal identification number (PIN). The card will be used to access ATMs worldwide and Points of Sale (POS) which display Visa Electron and Saudi Payment Network (MADA) logos and any other direct debit systems that may be contracted by the bank. The card will remain a property of and shall be returned to the bank on demand.  
2) The bank may retrieve the card from the customer or deactivate the card at any time without prior notice. The bank may also change its terms and conditions by deletion or addition. Any such change shall be communicated to the customer.  
3) The customer shall return the card to the bank for cancellation if it is no more needed or if the bank decides to deactivate it for any reason whatsoever.  
4) The cardholder hereby declares that the card may not be assigned to or used by any person other than its holder. Upon receipt of the card, cardholder shall immediately sign in the appropriate box on the back of the card using the same specimen signature in his/her file with the bank. He/she shall not divulge his/her PIN to any other person for any reasons whatsoever. The customer declares that PIN as may be changed shall be deemed as his/her personal signature irrespective of the actual user of the card.  
5) The cardholder shall notify the bank immediately if the card is lost, in which case the cardholder shall be responsible for any transactions that may be performed by his/her missing card unless the bank has received an official notification to this effect before performing such transactions.  
6) The bank shall debit customer account for any withdrawals, fund transfers, and payment for purchases by the card. The customer shall in all circumstances be held fully responsible for all obligations that may arise as a result of using the card whether or not he/she is aware of such use.  
7) Withdrawals in foreign currencies shall be converted to local currency Saudi Riyal, at the bank's prevailing exchange rate, before debiting the cardholder account.  
8) The customer may not use the card to purchase any Sharia prohibited goods. If it is proved that the card has been used for illegal or prohibited purposes, the bank shall have the right to cancel the card . Note that gold, silver, foreign currency and traveler's checks may be purchased by ATM card.  
9) The customer hereby declares that in the event of any discrepancy between the amount withdrawn and that shown in bank's records. The bank has the right to go with the records unless the customer proves the opposite.  
10) The customer shall call the bank if :  
- The card is retained/captured by the ATM.  
- The amount discharged by the ATM is incorrect, whether it is more or less than the amount entered.  
- A discrepancy or error is detected in account entries as a result of using ATM.  
- Failure in collecting the amount of cash disbursed from the ATM  
11) The customer shall notify the bank in writing of any changes in his/her address by writing to the branch of the bank that maintains his account with them.

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- 12) Cash or cheque deposits through ATM must be through bank's ATM following the instructions displayed on the screen. The customer shall not have the right to request to the bank to verify any transaction without presenting a receipt of that particular transaction. In the event of any discrepancy between the amount shown in the receipt and that in bank's records. The bank has the right to go with its records unless the customer proves the opposite.

### Seventh: Online and Phone Banking :

- 1) The user hereby declares that he/she accepts the terms and conditions pertaining to Albilad online and phone banking services and that he/she shall use Albilad System only in accordance with the terms and conditions set out in this agreement. The bank shall not be liable for any loss, cost or expenses whatsoever that may be incurred by the user or any third party due to or as result of any violation of this agreement

#### 2) Compliance and Update :

the user agrees that the bank can monitor all the accounts in order to ensure that they are in full compliance with the relevant laws and regulations in force in Saudi Arabia and to settle any fees and taxes that may become payable as a result of using or following up such accounts including the value-added tax system and its executive regulations.

#### 3) Services :

The following are examples of the services accessible through Albilad Net and Albilad Phone (Albilad System):

- Account-to-account transfers within the bank.
- Payment of utility bills.
- Fund transfers to accounts with other local banks.
- Fund transfers to any beneficiary in bank Albilad.
- Amendment of details of predefined transfers and listing new beneficiaries.
- Amendment of beneficiary details and deletion of beneficiaries. In addition, Albilad System offers other services such as credit cards, personal finance and deposits.

#### 4) Transfers and Payment of Utility Bills :

When the user transmits instructions through Albilad System to affect any financial transfer from his/her account with the bank or to pay utility bills. The bank shall process such instructions by debiting the respective account, provided always that such account has sufficient funds. The bank shall not be obliged to process any withdrawal instructions received from the customer if the customer account has no sufficient funds including any credit line granted under any overdraft account. For electronic payments, customer account shall be debited the amount on the same day which the amount is transferred to the beneficiary, which in most of the cases is determined by the customer. If the relevant account has no sufficient funds on that day, payment will be declined.

#### 5) Cost of Using Albilad System :

The user shall pay all expenses and charges related to connecting his/her personal computer with Albilad System in addition to any charges payable to internet access providers. Connection of the user's computer to the private network shall be free. Separate fees may be charged against additional services requested by the user through Albilad. System such as other services rendered by other information providers. However, the user will be notified of the cost of every additional service he/she requests, for which a separate agreement will be concluded. However, to avoid any ambiguity, the user shall pay any services fees (if any) and any related taxes in accordance with the Value Added Tax law and its Implementing Regulations and the laws and regulations applicable in the Kingdom of Saudi Arabia.

#### 6) Cancellation of Online and Phone Banking Services :

The terms and conditions applicable on online and phone banking services shall remain in full effect until they are cancelled by the bank or the user. The user may cancel these terms and conditions at any time by an electronic advice or mail to be sent to the bank. However, this will cancel any services provided to the user by other Information providers but does not abrogate user's accounts with the bank. On the other hand, the bank may cancel these online and phone banking terms and conditions and user accessibility to Albilad System at any time for any reasons by an electronic advice or mail to be sent to the customer without any liability on the part of the bank as a result of such action.

#### 7) Confidentiality :

- The user shall have the right of confidentiality. The bank shall not disclose any user information to any third party other than bank employees or correspondent banks, except in the event that :
  - User consent is obtained to disclose such information to others.
  - The bank is quoted by the user as a reference on credit matters.
  - The account is closed by the bank due to mismanagement such as non-compliance with these terms and conditions.
  - Such information is required from the bank by law. For example,
    - Such account information the bank is required to provide to SAMA, Saudi Credit Bureau (SIMA) and other competent government agencies.
- The bank may provide other organization, subject to the user's consent, such user information the bank deems important for the user to obtain other services. Such information may include information provided by the user or obtained by the bank as a result of other transactions or activity.
- If the user is unwilling to receive marketing offers from the bank, he/she should notify the bank to exclude his/her name from the bank list of target customers.
- The user agrees that the bank may download certain information, such as customer ID details in his computer or any other access software.

#### 8) liability of the Bank:

- The Bank agrees to make every reasonable effort to ensure uninterrupted functionality of Albilad System. The bank shall be responsible for acting pursuant only to instructions it actually receives through Albilad System. The bank disclaims liability in connection with any disruption or breakdown in any communication device which may affect the accuracy or timing of delivery of message sent by the user.
- The bank shall not be liable for any loss or delay in the delivery of instructions due to any online service, unless such loss or delay was caused by gross negligence or noncompliance by the bank. The bank disclaims liability in connection with any incorrect instructions, or if complete payment instructions are not given by the user at short notice without allowing enough time to effect payment on the right time.
- Information received by the user from the bank or any other information provider shall be deemed authenticated and will be provided on best effort basis to ensure comfort for the user. Notwithstanding, such information are not guaranteed and therefore, neither the bank nor any other information provider shall be liable for any lack of accuracy, incompleteness, unavailability or delay of delivery of information, or in connection with any investment or other decision that may be taken relying on such Information.
- Neither the bank nor any other Information provider shall be liable for any computer virus or any problem related to any information provided arising from services rendered by any information provider or may be caused by the user personal computer. The bank disclaims any responsibility whatsoever in connection with any act of piracy.

#### 9) Restrictions of Albilad System For The Users :

Albilad System uses other proprietary applications of the bank and other technology providers. If the bank supplies the user with software applications to be used with Albilad System, this confers upon the user a non-exclusive license to use such application and allows him/her to use such applications only for the purposes set out in this agreement. The user shall not remove, divide, copy, amend, or re-engineer any of the applications used by Albilad System, nor shall he/she allow any other person to do so. Albilad System provides the user with accessibility to other proprietary services and information owned by the bank and other information providers. The user may use Albilad System exclusively for his/her personal noncommercial purposes and shall not reproduce or sell any of the information accessed through Albilad System. It is understood by the user that the bank does not provide him/her with any information in respect of the quality, timeliness, performance, functionality, accuracy, reliability, availability etc. of this network, any communication systems, or delivery channels used by the bank, nor does the bank guarantees that the operating system or any communication or delivery system shall be up to the standards provided by the bank or that such system will always be error or defect free.

#### 10) Customer Service:

In the event that assistance is needed in respect of Albilad System, the user may call the bank customer service center or write to the bank at its address. The user agrees that the bank may record any conversation between the user and bank employees, which is a practice used by the bank from time to time for quality assurance purposes and to ensure that the information provided to the user by bank staff are accurate. It also aims to ensure that user instructions are followed and implemented. Albilad Phone Banking center can help the user solve any problems relating to Albilad System subject to the terms and conditions of this agreement.

#### 11) Electronic Messages :

Owing to the fact that email messages through Internet may be insecure, therefore the user agrees to contact the bank electronically only through the message center using "Help" feature. He/she also agrees to receive communications relating to his/her account electronically and shall not dismiss any messages sent to him/her when these messages become available. A hard copy of these communications may be obtained using "Print" function in the system.

#### 12) Protection of User ID Details :

The user must ensure that his/her user ID, password and PIN are well protected. Since these codes are crucial protective tools equivalent to signature, he/she must not save them on any electronic device. Document or any other direct access media. If he/she is in doubt that an unauthorized person may have come to know his/her user id, PIN or password, he/she must notify the bank promptly. Telephone could be the fastest communication tool to report to the bank that someone might be using his/her PIN or password without his/her permission or authorization, due to which the user may lose the entire balance of account in addition to his/her overdraft credit limit. Therefore, the user must call the Bank's 24-hour customer service center, where a service representative will be ready to help him/her.

#### 13) Severability :

In the event that any one or more of the terms and conditions of online services and phone banking becomes invalid, illegal, or unenforceable for any reason, all other provisions shall remain in full force and enforceable.

### Eighth : General Terms And Conditions

- The customer and the bank agree that their relationship shall be Sharia compliant and shall not involve any prohibited products or transactions such as usury (Riba), risk based contracts, etc.
- The Bank shall make every reasonable effort to process customer instructions.
- The bank shall charge normal fees in addition to any related taxes in accordance with the Value Added Tax law and its Implementing Regulations and the laws and regulations applicable in the Kingdom of Saudi Arabia on any transaction performed upon customer instructions. If such transaction involves any loan, only actual cost and the related taxes in accordance with the Value Added Tax law and the laws and regulations applicable in the Kingdom of Saudi Arabia will be charged to the customer.
- The bank may not process customer outstanding orders if customer account has no sufficient funds at the time set by the customer.
- The bank reserves the right to decline any outstanding instructions after notifying the customer without any liability to the customer.
- These terms and conditions shall remain in full force until its expiry date, if any, otherwise they will continue to be effective indefinitely.
- Working Days :  
The bank usual working days are Sunday thru Thursday. Off days include public holidays, Friday and Saturday which are banking weekend in Saudi Arabia. However, the bank web site and phone banking center shall be available 24- hours a day, 7-days a week.
- notifications and Statements  
The customer shall receive statements on a regular basis for his/her accounts at the address set out in this agreement or at any other address notified to the bank in writing. The statement will reflect, inter alia, his/her financial and banking transactions performed on the respective account. Upon customer request, the statement may also be provided on a monthly, quarterly, semi-annually, or annual basis. The statement and details contained therein shall be deemed correct and binding upon the customer if not contested by him/her within (15) days from the date thereof. Bank records, including notifications, account statements and other documents generated by the bank in respect of the transactions, shall be decisive evidence and will prevail in any dispute over any figures, data, fees, charges, cost, taxes, instructions, PIN, or any other dispute or issue that may arise between the customer and the bank. The customer shall at all times notify the bank in writing of any change in his/her address. The customer expressly waives any claim against the

Customer Signature: .....

## Banking Relationship Establishment Agreement For Individuals

Bank that may arise as a result of the Bank's failure to contact the customer due to customer failure to provide the bank with his/her correct address or any change in his/her address. If the customer is unwilling to receive any mail, including advices notifications account statements, he/she shall then indemnify and hold the bank harmless against any loss or damage in connection with all customer rights and claims which may arise directly or indirectly due to non-provision of such statements, advices notifications, or any other information relating to the account, including but not limited to any claims that may arise from the Customer's inability to notify the Bank of any errors or to request the Bank to correct any such alleged errors in any of the statements, advices notifications, or any other information related to his/her account.

- 9) This agreement shall continue to be valid and effective until the date of termination thereof, if any, or shall remain enforceable indefinitely. Any instructions to cancel or amend this agreement must be delivered to the bank in writing.
- 10) Deduction of Fees Taxes and Offsetting Debts :  
The bank shall be entitled to debit the account for any banking fees and government charges that may be imposed on the account in addition to any related taxes in accordance with the Value Added Tax law and its Implementing Regulations and the laws and regulations applicable in the Kingdom of Saudi Arabia. If there are overdue debts that have not been settled by the customer on maturity, the bank shall have the right to recover such debts using any funds in the account or any other account maintained by the customer with the bank. The bank shall also be entitled to liquidate any Collateral provided by the customer after notifying him/her of the bank's intention to sell the same at market price, if not settled within a certain period of time. After selling such collateral, the bank shall recover its dues from the customer. If the sale proceeds are insufficient to cover and settle the dues in full, the customer shall pay any remaining balance of his/her indebtedness. The bank's rights under this clause shall be in addition to the other rights conferred to it under this agreement, the application submitted by the customer and any applicable laws and regulations.
- 11) Amendment of Terms and Conditions :  
The bank may from time to time amend the terms and conditions applicable to the account and other services rendered to the customer, including the fees and taxes applicable on such services. Before any such amendment come into effect, the bank shall notify the customer of the same through any means of communication at his/her latest address contained in the bank's records. Any confirmation or proof of delivery or transmission shall deemed an evidence and acknowledgment of receipt by the customer of such notification. Non objection by the customer to such amendment within (30) days, while continuing to deal with the bank, shall be deemed an acceptance by him/her of the amendment. Should he/she not accept the amendment, he/she may close the current account, return cheque books, Sarraf AlBilad card, AlBilad credit card, and any other documents issued to him/her in connection with this agreement, after settling any outstanding debts to the bank.
- 12) Account Restriction, Suspension and Freezing :  
If the account becomes the subject matter of any legal proceedings or dispute between the co-account holders, the bank shall be entitled to restrict or suspend the account or freeze any credit balance therein until the bank has received written instructions from SAMA. Court order, binding ruling by an arbitration committee, or written agreement is reached by the parties involved in such legal proceedings or dispute.
- 13) Language :  
This Agreement has been signed in the Arabic and English languages, The parties agree that the Arabic language shall prevail over the English in case of conflict.
- 14) Complaints and judicial Jurisdiction :  
A) This agreement shall be subject to Saudi laws and regulations including the Value Added tax law and instructions issued by SAMA not contrary to the principles of Islamic Sharia.  
B) The bank must be notified immediately of any complaints in connection with the account, Sarraf AlBilad card, or any of the services rendered through AlBilad System. If the issue is not settled amicably, the customer may bring a suit before competent judicial authority. If the account holder does not take such legal action within five years from the date of knowledge of the incident subject of complaint, he/she shall be deemed to have waived his/her right to take such action.

### Ninth Cheque Book Terms & Conditions

Checks: The customer agrees abide by following terms and condition in respect of using the checks provided by the bank

- 1- New checkbooks shall be issued and delivered the customer personally, by mail upon his/her request, or through any other means accepted by the Bank.
- 2- The Customer shall keep his/her checkbooks in a safe place and shall notify the Bank if any of his/her checkbooks is lost. Checkbooks must be returned to the Bank if the Customer account is closed whether at his/her request or his representative's, or by the Bank.
- 3- Checks must be used only for the account for which they are issued and they may not, under any circumstances, be used for any other accounts.
- 4- Checks and other Bank forms shall be clearly completed and written in ink. Any change in the check must be clear and officially signed not initialized.
- 5- For security, reasons the customer :  
A- Shall not issue blank checks.  
B- Shall write the checks starting from the beginning of blank space provided leaving no space empty between words or figures.
- 6- Shall not use erasable ink.
- 7- The customer shall be responsible for the protection of any checkbooks delivered to him/her. To avoid fraud and forgery, the Customer must keep his checkbooks in a safe place. The Bank shall not be liable for payment of any lost check.  
The Bank shall honor any check drawn by the Customer even if it is forward dated. Payment will be in accordance with the laws of the kingdom of Saudi Arabia. It is understood by the Customer that the Commercial Papers Act prescribe punishment, including imprisonment and penalty, in the following cases :  
A- Issuing non-sufficient-fund check  
B- Issuing undated or post-dated check
- 8- The Bank may charge the Customer for bounce checks drawn on his/her account.
- 9- Stop payment Order : It is understood and agreed by the Customer that :  
A- Stop payment order shall be accepted only if the check is lost, stolen, or if the holder goes bankrupt insolvent or incompetent.  
B- The Customer shall Indemnify the Bank against any loss or damage that may be incurred due to non payment of the check.  
C- The Bank shall not, under any circumstances, be liable if a check is paid due to erroneous details of the check, provided that the Bank has followed ordinary procedures of stop payment order controls..  
D- The Customer shall inform the Bank in writing before issuing of a replacement check, The word "Replacement" must be written or printed on the face of the new check which must be differently dated from that of the original check.
- 10- The Bank shall retain Customer cancelled checks for (14) months. If the Bank does not receive a written request form the Customer to return such checks, it will dispose of the checks without notifying the Customer. In all cases, the Bank reserves the right to dispose of any electronically stored cancelled checks and data after six years.
- 11- I undertake to preserve the checkbook(s) and assume responsibility for any loss or drainage that may arise because of fraud or ciaos. I commit to send a written detailed notice to the bank about any loss of checks. The bank will not be responsible for honoring such checks except after the next working day of receiving the written notice.
- 12- I agree to report my name in SIMAH system in the case of rejection of my check for the reason stated in the cheque objection form ( issuing a check without sufficient balance or any other cause of rejection stated thereon).

### Tenth Customer Signature on All Conditions and Receipt

- 1- Applicant (hereinafter called "the customer") accepts the following terms and conditions for the use of Sarraf AlBilad Card issued by AlBilad Bank ( hereinafter called " the Bank ").
- 2- The Bank will provide the customer with Sarraf AlBilad Card and a personal identification number ( PIN ) to use for all ATMs worldwide and for points of sale ( POS ) bearing the visa electron and span logos, and the Card shall always remain the sole property of the bank to be returned on request.
- 3- The Card can not be transferred or used by any person other than the customer. The customer must not reveal his PIN to any person for any reasons whatsoever.
- 4- The customer authorizes the Bank to replace or renew the Card unless the customer notifies the Bank in writing otherwise.
- 5- The Cardholder shall immediately advise the Bank of the loss of the Card. The Cardholder shall remain responsible for any transactions performed with his/her lost Card unless the Bank has received a notification of that lost Card before performing such transactions.
- 6- With no contradiction to item (5) above, the customer authorizes the Bank without obtaining his prior consent to ATM and deduct all charges commissions and /or transfer expenses paid by the Bank to international companies who own the automates teller network, and/or electronic sale / POS machines ; and according to span reconciliation reports issued by SAMA in addition to any other additional or subsequent expenses that may be decided later by these companies and approved by the Shari'ah authority.
- 7- The customer must adhere to the daily withdrawal limits authorized by the Bank and approved by authorities of the customer might be located.
- 8- The customer must use the Card for ATMs and POS machines, or via internet only and he is not permitted to use the Card for cash withdrawals others than ATMs. The Bank has the right to take the necessary action to withdraw the Card or stop its usage at any time whenever is evident that customer violates any of the conditions of this Agreement.
- 9- The customer will be responsible for all usages of his card on any point of sale machine outside the kingdom, or via internet regardless of pin number on not.
- 10- The customer shall not use the Card to buy illegal goods or services , and the Bank shall have the right to cancel the Card if it proven that it is used for illegal purposes. It is known that the Card is allowed to be used for buying currencies, gold, silver and travelers checks.
- 11- For joint accounts, the Bank may issue a separate Card for each partner based on (joint) written request by all partners who will be considered jointly and severally responsible towards the Bank for all the financial obligations resulting from the use of any these cards.
- 12- The customer must pay the cost of his photograph on the Card as well as the charges of cash withdrawals from ATMs outside the kingdom as approved by the Shari'ah authority.
- 13- The customer must pay any charges or fees (if any) for additional Card requested by him or re-issuance for the Card lost by him.
- 14- The Card shall be valid for 12 months and it is automatically renewed unless the Card holder notifies the Bank of his/her intent not to renew the Card at least thirty days before the expiration date.
- 15- These terms and conditions are governed by applicable rules and regulations of the kingdom of Saudi Arabia with no contradiction to Shari'ah laws. All matters not provided herein shall be governed by Islamic Shari'ah laws and laws in force in the kingdom of Saudi Arabia. Should any dispute arise in connection with using Al-Bilad Bank ATM Card, and cannot be solved amicably, it shall be referred to competent authorities and/or legal courts of kingdom of Saudi Arabia.

## Banking Relationship Establishment Agreement For Individuals



### Customer Declarations

- \* I/we hereby agree and commit to update my personal data when requested by the bank or in a period determined by the bank, or at any other time as and when requested by the bank. Furthermore, I/we undertake to provide the bank with my updated valid Saudi National ID/ Resident identity commercial registration before the expiration of its current validity.
- \* I/we acknowledge that the bank has the right to freeze my account upon the expiration of my Saudi National ID/ Resident identity commercial registration and/or when I/we do not update my personal data and information, addresses, Income sources and signature etc. and/or if I/we fail to follow other regulatory requirements applicable to the account.
- \* I/we confirm that I am/we are legally not prohibited to be dealt with, that all Information and data provided by me is true and reliable, and agree that I/we have the obligation to inform the bank in a timely manner when considerable change takes place in the details I/we provided to the bank.
- \* I/we understand and confirm that my/our remittance account is being opened for sending and receiving personal remittances only and that I/we will not be remitting any money for business purpose. I/we further confirm that the remittances are not being done on anyone else's behalf.
- \* I/we confirm that the funds are being remitted / received (as applicable) will be from legal sources and that I/we are liable for their being free from any forgery or counterfeiting and if the bank receives from me/us any counterfeit notes, I/we will not be compensated.
- \* I/we confirm that the funds are being remitted / received (as applicable) for legitimate purposes, and shall not be used for funding of illicit arms dealings, blood diamonds, or any other illegitimate activity.
- \* I/we further confirm that I am/we are providing truthful information and disclaim Bank Albilad from any responsibility in case the above information being found not true., and I/we will not hold the bank liable in cases where funds transferred from my/our account were frozen/confiscated due to the beneficiary being listed or sanctioned.

### Account Holder

This Agreement and the terms and conditions included in the pages { } to { } has been read , fully understood and a copy was received and signed

Name:

Signature

### For Bank Use Only

The customer signed in front of me after the verification process of his signature, and personality according to BAB records, and a copy of his ID card was maintained.

Staff Name

Employee No.

Signature

Date

### Approval

Staff Name

Employee No.

Signature

Date

For the customer use

Account No.

Account Name

For the customer who required Bank Albilad services

I agree that Bank Albilad photocopy my ID card for purpose [.....]. I acknowledged the validity of the origin of the identity card and my consent to be copied by Bank Albilad on the above form

Specimen Signature Card

Authorized Name:

Signature Form ( 1 )

Signature Form ( 2 )

Signing Authority :

Singly

Jointly, withdrawal limit (if any)

Other instructions (please specify)

For Bank Use Only

The customer has sign in front of me after the verification process for his signature, and personality according to BAB records, The image of them are met, and his ID card.

Staff Name  Employee No.  Signature  Date

**Approval**

Staff Name  Employee No.  Signature  Date

✓ Note: In case of more authorizers, their signatures can be obtained on additional forms.

نموذج رقم 5-1-S 002-E