



البنك العربي الوطني  
arab national bank

# Account Opening Agreement for Corporates/Establishments/

And the like

New

Update

Branch Number

Account Number:

Date : .....

## I. Parties to the Agreement

### 1. First Party

(anb), commercial registry number: 1010027912, duly licensed under: 4017/m/a/254,  
subject to the control and supervision of the Central Bank of Saudi Arabia.

### 2. Second Party

Corporate Information <sup>(1)</sup>												
Full Name in Arabic:												
Full Name in English:												
Nationality	<input type="checkbox"/> Saudi				<input type="checkbox"/> Gulf Cooperation Council (GCC)				<input type="checkbox"/> Other			
Type of the Enterprise:	<input type="checkbox"/> Company			<input type="checkbox"/> Sole Corporation			<input type="checkbox"/> Government Entity			<input type="checkbox"/> Other.....		
Sector of the Enterprise:	<input type="checkbox"/> Commercial			<input type="checkbox"/> Contracting			<input type="checkbox"/> Governmental			<input type="checkbox"/> Other.....		
Summary of Activity:												
Number of Branches within the Kingdom:												
Number of Employees:	<input type="checkbox"/> 1 - 5			<input type="checkbox"/> 6 - 49			<input type="checkbox"/> 50 - 249			<input type="checkbox"/> 250+		
Legal Entity Identifier <sup>(2)</sup>												
Customer tax ID No. <sup>(3)</sup>												

Evidence Document Information			
Type of Evidence Document:	<input type="checkbox"/> Commercial Register (Main/Branch)		<input type="checkbox"/> License (specify):
Evidence Document Number:	<input type="checkbox"/> Other.....		
Place of Issue:			
Date of Issue:	..... / ..... / ..... H		..... / ..... / ..... G
Date of Expiration:	..... / ..... / ..... H		..... / ..... / ..... G

Contact Information						
National Address <sup>(4)</sup>	Building Number	Street	District	City	Postal Code	Additional No.
Phone Number						
E-mail Address <sup>(5)</sup>						
Website <sup>(6)</sup>						

Additional Contact Information		
General Manager/Representative		
Name	Mobile Number	E-mail Address
Financial Manager/Representative		
Name	Mobile Number	E-mail Address

Financial Information				
Annual Revenues:	<input type="checkbox"/> 0 - 3 million SARs	<input type="checkbox"/> 3+- 40 million SARs	<input type="checkbox"/> 40+- 200 million SARs	<input type="checkbox"/> 200 + million SARs
Expected Monthly Turnover	Domestic Transfers	International Transfers	Cash Deposits	Other Deposits

Account Information				
Purpose of Opening the Account	<input type="checkbox"/> Collecting Checks	<input type="checkbox"/> Settlement of Obligations and Expenses	<input type="checkbox"/> Deposits	<input type="checkbox"/> Other.....
Main Currency of the Account: <sup>(7)</sup>	<input type="checkbox"/> Saudi Riyal	<input type="checkbox"/> US Dollar	<input type="checkbox"/> Pound sterling	<input type="checkbox"/> Euro <input type="checkbox"/> Other

Owners' Information <sup>(8)</sup>			
Name	Ownership%	Nationality	ID/Evidence Number
1.			
2.			
3.			

Board Members Information		
Name	Nationality	ID/Evidence Number
1.		
2.		
3.		

Ultimate Beneficiary Information <sup>(9)</sup>			
Name	Ownership%	Nationality	ID/Evidence Number
1.			
2.			
3.			

## Miscellaneous Questions

Is anyone of the members of the board of directors / partners / owners / authorized signatories or any of his first or second degree of kinship <sup>(10)</sup> politically exposed <sup>(11)</sup>?

Yes

No

(1) As stated in the evidence document.

(2) If any.

(3) If any.

(4) As stated in the Saudi Post.

(5) If any.

(6) If any.

(7) Available currencies in the Bank

(8) Information of owners, board members and the ultimate beneficiary are completed according to the type of enterprise.

(9) A natural person who owns or exercises effective ultimate direct or indirect control over the customer or the natural person on whose behalf the transaction is being conducted.

(10) First degree: father, mother, grandfather, grandmother and above; second degree: children, grandchildren and below.

(11) A person assigned to higher public offices in the Kingdom or in a foreign country, or higher administrative positions or a position in an international organization, including the following posts or positions:

A. Heads of state or government, senior politicians, government officials, judges, or military personnel, chief executives of state-owned companies, and prominent officials of political parties.

B. Presidents and directors of international organizations, their deputies, members of the board of directors, or similar position

## II. General Terms and Conditions

### Definitions and Explanatory Notes

#### A. Definitions:

The following terms and expressions - wherever mentioned in this Agreement - shall have the meanings set forth opposite each of them, unless the context requires otherwise:

**First Party:** The Bank / Banking Institution whose details are shown in Clause (I) of this Agreement.

**Second Party:** The customer of the Bank / Banking Institution whose details are shown in clause (I) of this Agreement, and whom he signed by proxy or by the decision of the partners / board of directors of this agreement. The definition includes the agent or delegate of the client.

**Current Account:** An accounting record opened by the Bank and established under this Agreement upon the request of the customer, which entails rights and obligations for both parties, including accounting entries made by the Bank in accordance with applicable banking regulations, rules and practices.

#### B. Explanatory Notes

In this Agreement, unless the context otherwise stipulates:

1. Reference to years, months and days is a reference to those of the Hijri calendar.
2. Reference to the Agreement is a reference to clause (I), clause (II) and clause (III) and the annexes to the Agreement, including the amendments or additions thereto.

## 2. Recitals

Whereas it is the desire of the Second Party to open a current account with the First Party, and whereas the First Party has accepted the Second Party's request the two parties, with their full legal capacity, have hereby agreed to enter into this Agreement pursuant to the provisions of relevant laws, regulations and guidelines.

This Agreement is governed by the applicable laws, rules and regulations including, but not limited to, the Anti-Money Laundering and Counter-Terrorism Financing Laws and the Implementing Regulations thereto, and the guidelines issued by the Central Bank of Saudi Arabia, such as the Rules for Bank Accounts. However, in the event of a conflict between the provisions of this Agreement and the provisions of the aforementioned regulations and guidelines, the provisions of the latter regulations and guidelines shall prevail.

The above recitals shall constitute an integral part of this Agreement.

## 3. Rights and Obligations of Both Parties

1. The First Party is obligated to open a current account for the Second Party and shall implement his instructions on the account with due care and diligence within the framework of banking regulations, rules and practices. However, the First Party shall not be held accountable for any damage arising from the implementation of these instructions unless this damage is a result of his gross negligence or his willful commitment of misconduct or failure to act with due diligence for purposes of implementing this Agreement with due care, skill, prudence and diligence and under the circumstances that are expected to be performed reasonably by a similar enterprise.
2. The First Party shall be entitled to utilize the funds deposited in the current account for its own benefit, subject to its full commitment to enable the Second Party to have access to these funds immediately upon his request. The Second Party shall not be entitled to claim any profits therefrom. However, the two parties may have an independent agreement to arrange their relationship whereby the Second Party can obtain profits from those funds.
3. The Second Party shall be prohibited from utilizing the account for any unlawful purpose or activity, and he should inform the First Party in the event of any objection or suspicion of operations taking place on his account. The lapse of thirty days from the date of carrying out any transaction without the Second Party's objection shall be deemed to constitute an approval and confirmation by the Second Party of the validity of such transaction.
4. The First Party may collect a specific fee from the Second Party in exchange for the services it provides to him, and it may collect such fee directly without referring to the Second Party provided, however, that such fees are not inconsistent with the guidelines duly issued by the Central Bank of Saudi Arabia, and that they are published by the branches of the First Party and its website within a deadline of thirty (30) days prior to the application of such fees.
5. The Second Party shall bear any current and future expenses or taxes which may be imposed by the government regarding any services or products provided by the First Party to the Second Party.
6. The First Party shall advise the Second Party via text messages on the mobile phone number stated in this Agreement - or any other means that may be mutually agreed - of the following:
  - A. All transactions executed on the current account as soon as they occur.
  - B. Change the account status, or suspend the delegate's powers for a sufficient period.
7. The Second Party shall forthwith update the data of his personal identity and other personal information duly recorded in the Agreement, and in case of non-conforming with this requirement and for the purposes of adhering to the applicable regulations, the First Party may freeze the current account.

8. The First Party may suspend the powers of the authorized signatories upon the expiration of their ID cards, unless the Second party Provides an update thereof, subject to the provisions of foregoing Paragraph No. (6).
9. The Second Party hereby agrees that, for purposes of opening and running the current account and complying with the applicable regulations, the First Party shall obtain the Second Party's personal identity data and updated information through the services provided by the National Information Center or any other trusted and independent bodies.
10. In the event of a breach by the Second Party of this Agreement, the First Party shall be entitled to take the measures it deems appropriate within the framework of applicable banking regulations, rules and practices.
11. The Second Party shall be entitled to close the current account and recover the full credit balance at any time, after submitting a request to the First Party accompanied by the ATM cards, checks and any other items related to the account. The First Party may decline the request to close the account if it is found to be associated with any financial obligations, such as issuing letters of guarantee, opening letter of credits, discount of commercial bills and similar obligations that require the continuation of the account.
12. The First Party shall be entitled to close the current account in case of failure of the Second Party to deposit any funds in this account for a period of (ninety) days from the date of its opening, or if the Second Party deposits a certain amount and subsequently withdraws it so that the account balance is rendered zero for a period of (four) years, provided that the First Party shall advise the Second Party via text messages over his mobile phone number mentioned in the Agreement - or any other approved means - within a reasonable grace period prior to closing the account.
13. In the event of the Second Party's desire to cancel or add one of the authorized signatories to the account, or amend the signature specimen of any of the authorized signatories on the account duly kept with the First Party, this is done through the forms duly prepared by the First Party. In this case, the First Party shall approve any transaction that the Second Party performs on the account prior to receiving the instructions for amendment or cancellation from the Second Party or those made prior to the date of such instructions, and the amendments, in which case approval by the First Party of the amendments shall be given on the day following the date of receiving such amendments.
14. The First Party may send text messages, communicate by phone, or send marketing publications to the Second Party regarding the services and products provided by the First Party unless the Second Party shows unwillingness to receive such marketing messages and publications.
15. The Second Party shall be entitled to have access to his account statement through electronic banking services and may also request to be served an account statement on his e-mail or national address as indicated in the Agreement or to any other address he specifies.
16. Upon becoming aware- by written notice from the competent court or on its behalf or from an announcement in the official gazette - of the death of the owner of the sole proprietorship in whose name the account is opened, or one of the partners in the company in whose name the account is opened (other than a joint stock company duly listed in the stock market), or the issuance of a decision to liquidate the company that owns the account, or instituting any of the liquidation or administrative liquidation procedures for the Second Party, the First Party shall suspend dealing on the account (except if the company's memorandum of association or articles of association permit its continuation in the event of death of the owner), and such suspension shall continue until the memorandum of association and articles of association are amended, or the liquidator authorized to manage the account is appointed in accordance with relevant statutory provisions and procedures.
17. All accounts of the Second Party with the First Party shall constitute one consolidated account, and the First Party may at any time, without recourse to the Second Party, conduct a set-off between them and deduct any funds from them to meet any obligations accruing from the Second Party.

18. It is not permissible for a party who has defaulted or neglected to notify the other party of changing its contact addresses or either of them; excuse themselves for not being aware of the notification or not having received it.
19. The Second Party shall refrain from making any remittance of funds outside the Kingdom of Saudi Arabia to any non-profit organizations, excluding organizations duly permitted to receive such remittances pursuant to the provisions of Bank Account Rules and the First Party shall be entitled to decline to make such remittances. <sup>(12)</sup>
20. The First Party does not bear any responsibility towards the Second Party for delay or non-delivery of the bank transfer to the beneficiary due to an error or malfunction occurring in the technical systems beyond the control of the First Party, or in the event that the beneficiary's information is incomplete or not available, or for any other reason beyond the First Party's control, unless such delay or non-delivery of the bank transfer is attributed to the First Party's failure to apply due diligence or his gross negligence.
21. All deposits and withdrawals in foreign currency shall be subject to the exchange rate adopted by the First Party for foreign currency exchange.
22. With regard to joint accounts, the credit balance available in the account shall be the property of the parties as partners according to the percentages specified for each of them in the Agreement, and the partners shall bear the debit balance arising in the account for any reason whatsoever. The First Party shall be entitled to suspend the account in the event of the death or ineligibility of one of the partners or instituting any of the liquidation or administrative liquidation procedures against any of them, or receiving an advice from one of the partners testifying to the emergence of a dispute between them.
23. The invalidity, irregularity, or unenforceability of any of the clauses of the Agreement shall not render the remaining clauses of the Agreement as invalid, provided that both parties undertake to amend the relevant clause in accordance with the applicable regulations and controls.
24. The First Party shall be entitled to amend the Agreement from time to time - without prejudice to the guidelines of the Central Bank of Saudi Arabia - provided that the First Party shall advise the Second Party of such amendments within thirty (30) days of the effective date of their implementation. Such amendments shall be implemented after the lapse of the grace period referred to in this paragraph with effect from the date of their publication on the First Party's website. Non-withdrawal on part of the Second Party from the Agreement shall constitute an implied approval and acceptance of these amendments.
25. This Agreement shall remain in effect until the date of closing the account by either party.
26. The First Party shall safeguard the confidentiality of all data and account information provided by the Second Party, with the exception of what is disclosed by the First Party for specific professional and operational purposes - after obtaining the approval of the Second Party - and upon the request of competent government agencies in accordance with relevant regulations and controls.
27. The First Party may keep all documents related to the Second Party's account for a minimum period of ten (10) years from the date of the Agreement's expiration.

(12) Royal Decree No. (55871) dated 05/09/1436 AH states that King Salman Center for Relief and Humanitarian Action is the only entity authorized to receive any relief, charitable or humanitarian donations, whether their source is government or private, and to deliver them to those in need outside the Kingdom of Saudi Arabia.



28. For the purpose of activating and subscribing to the additional services provided in the instant payments system, Customer account information will be shared automatically, and in complete confidentiality with Saudi Payments (the national operator of the system) as needed or appropriate.

The information that will be shared is as follows:

- Customer name
- Account number
- Mobile number
- Identity number or commercial registration or unified number
- Email Address.

29. This Agreement shall be governed by the laws and regulations of the Kingdom of Saudi Arabia. Any dispute that arises between the parties shall be settled amicably. However, if the dispute cannot be resolved amicably, either party shall be entitled to refer it to the competent judicial authority.

30. This Agreement has been prepared in the Arabic and English languages, and in the event of a discrepancy between the text of the two versions, the original Arabic text shall prevail.

## 4. Services and Products Offered Related to the Current Account

The First Party shall provide the Second Party with a number of services and products related to the current account, including those shown hereunder. However, submission of such services and products shall be subject to the attached terms and conditions <sup>(13)</sup> which shall constitute an integral part of this Agreement.

<input type="checkbox"/> ATM Card	<input type="checkbox"/> Phone Banking	<input type="checkbox"/> Online Banking	<input type="checkbox"/> Check Book
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## 5. Pledges and Undertakings of the First Party

The First Party shall pledge and undertake to the Second Party as follows:

1. Treat the Second Party fairly and equitably and adhere to the principle of disclosure and transparency.
2. Safeguard the confidentiality of information and refrain from using such information except for specific purposes – subject to securing the approval of the Second Party – excluding information that the First Party discloses to competent government agencies in accordance with the applicable regulations and controls.
3. Take all the necessary technical and regulatory measures to protect the information technology systems and customer data in its business and the business of its branches and subsidiaries with prudence and extend reasonable efforts in establishing, maintaining, implementing and following the controls, policies and procedures of information technology, information security, cybersecurity and data protection, including supervision and control of access to technical systems, encryption, virtual and actual protection, and having on hand the necessary plans for business continuity, recovery plans, and security plans designed to protect against any penetration, destruction, loss, interference, modification or exploitation.

(13) Terms and conditions for each products and services are appended



## 6. Acknowledgments and Undertakings of the Second Party

In the Second Party's full legal capacity, the Second Party shall acknowledge and undertake as follows:

1. That the Second Party is not prohibited by law from dealing with third parties, and that all the data he provided to the Bank are valid, reliable and up to date.
2. That the Second Party will be held accountable vis-à-vis competent authorities for the funds that are deposited in his account with or without his knowledge, whether he disposed or did not dispose of them personally in the event that he was not officially informed of such funds upon his knowledge of their existence in his account.
3. That the funds deposited in the account are generated from legitimate activities and he will be held accountable for their validity, and that if the First Party receives any illegal or counterfeit funds from him, he will not be entitled to recover or get compensated for such funds.
4. That the First Party shall be entitled to freeze the account or any of the funds recorded in the account in the event of suspicion that such funds were generated from financial fraud or illegal transactions pursuant to applicable laws, regulations and guidelines.
5. That he is the lawful beneficiary of the account.
6. That he is fully aware that it is forbidden to transfer funds to persons or entities unknown to him according to the applicable laws and regulations; and that all transfers that he undertakes will be made to persons and entities known to him and made for personal, familiar and legitimate purposes.
7. That he has read and understood the terms and conditions set forth in this Agreement and that he will also acquaint himself with the terms and conditions for services and products related to the current account duly published on the First Party's website.
8. Tax Returns: <sup>(14)</sup>

(Note, there are two declarations: A/ Corporate Tax Deceleration, B/ Establishment Tax Declaration)

(14) Tax self-certification form approved by the Foreign Account Tax Compliance Act owned by US persons residing abroad "FATCA", and the Common Reporting Standard Agreement (CRS)

## A/ Corporate Tax Deceleration

### WHY HAVE I / WE RECEIVED THIS FORM?

Governments around the world are imposing ever-increasingly new information gathering and reporting requirements for financial institutions to protect the integrity of the tax systems in various jurisdictions. These informational exchange regimes include the Foreign Account Tax Compliance Act (FATCA) of the US, and the Common Reporting Standard (CRS) of the OECD.

The Kingdom of Saudi Arabia has committed itself and its Financial Institutions to comply with these international tax transparency standards.

You have received this form because you are an Entity holding an account with **anb** (the “Bank”) in the Kingdom of Saudi Arabia (“KSA”). The concept of an ‘Entity’ covers all legal persons (such as a company, a financial institution or a governmental body) and all legal arrangements (such as a joint enterprise, a trust or a waqf). However, it excludes individuals (also known as natural persons) and Sole Proprietorships.

Under FATCA, the Bank is required to determine whether you are an entity beneficially owned by United States Persons i.e. a US citizens or US residents for tax purposes. Whereas under CRS, the Bank is required to determine the jurisdictions you are an Account Holder tax resident in. If you are a tax resident outside the country where your account / investment is held, the Bank may need to report to the national tax authority this information, along with information related to your accounts / investments.

Completing this form will ensure that the Bank holds accurate and up-to-date information about you and your corporate tax residencies. If your circumstances change and, as a result, any of the information provided in this form becomes incorrect, please let us know immediately and provide us with an updated Self-Certification and Declaration Form within 30 days.

### WHO SHOULD COMPLETE THIS FORM?

All Account Holders that are entities will be required to complete this form. Information about persons in control of entities, where required, should be included in the Controlling Persons section (Part 5). For joint account holders, each entity / individual needs to complete a separate form.

Regardless of whether you may have provided the Bank information related to FATCA at an earlier stage, you still need to provide the additional information required in this form and accept by signing the declarations outlined at the end of this form.

If you are completing this form on behalf of someone else, please ensure to inform them and advise the Bank as to in which capacity you are signing this form. In addition, please provide a copy of the authority to sign on behalf of the other party. Please also indicate in this form in what capacity you are signing (i.e. you may be an authorized officer of the business).

### WHAT MUST I / WE DO WITH THIS FORM?

Please note that if the Account Holder is an Individual or a Sole Proprietorship, the Self-Certification and Declaration Form (FATCA & CRS) – Individual is to be completed, and not this form.

All parts of this form are mandatory and please do not use abbreviations. Please review and respond to Parts 1 through 5 in the form below.

All Entities holding an account with the Bank must choose one classification for Questions 1 through 14 in the FATCA questionnaire and one classification for Questions 15 through 27 in the CRS questionnaire.

In addition, if you ticked the box in response to Question 13, 18 or 26 in the questionnaires, please review and respond to Part 5, ‘Controlling Person’s.

The definitions related to FATCA and CRS are set out in Appendix 1 and Appendix 2 respectively to this form. If you do not know, or are unsure of, the classification to which you as an Entity belongs, please obtain the advice of a licensed tax advisor in the KSA.

### ADDITIONAL INSTRUCTIONS

For more information on tax residence, please consult your tax adviser or the information at the OECD automatic exchange of information portal <http://www.oecd.org/tax/transparency/automaticexchangeofinformation.htm> for CRS and the Internal Revenue Service. <https://www.irs.gov/> for FATCA.

\*\*\*PLEASE NOTE THAT THE BANK IS NOT PROVIDING TAX ADVICE IN CONNECTION WITH THIS FORM.

THE INFORMATION THAT YOU AS AN ACCOUNT-HOLDER PROVIDE TO THE BANK IN THIS FORM IS REQUIRED FOR COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS IN THE KINGDOM OF SAUDI ARABIA\*\*\*

### Part 1: Account Holder Information

A. Full Legal name of the Entity/Branch	B. Country of Incorporation or Organization
	City:
	Country:
C. Current Residence Address	D. Mailing Address (complete only if different from Section C)
Building Number:	Building Number:
Street Name:	Street Name:
District:	District:
City:	City:
Postal Code and additional number (if any):	Postal Code and additional number (if any):
Country:	Country:

### Part 2: CRS Tax Residency Information

Please complete the following table indicating (i) the country (or countries) in which the Account Holder is a resident for tax purposes and (ii) the Account Holder's Taxpayer Identification Number or functional equivalent (hereafter referred to as 'TIN') for each country indicated.

If a TIN is unavailable please provide the appropriate reason A, B or C where indicated below:

**Reason A** - The country/jurisdiction where the Account Holder is resident does not issue TINs to its residents

**Reason B** - The Account Holder is otherwise unable to obtain a TIN or equivalent number (Please explain why you are unable to obtain a TIN in the below table if you have selected this reason)

**Reason C** - No TIN is required. (Note. Only select this reason if the domestic law of the relevant country/jurisdiction does not require the collection of the TIN issued by such country/jurisdiction)

Country/Jurisdiction of tax residence	Tax Identification Number (TIN) or its Functional Equivalent	If no TIN available enter the reason A, B, or C (if "B" is entered, please type the reason)

If the Account Holder is tax resident in more than three countries/jurisdictions, please use a separate sheet

Please Note:

If the Account Holder is not tax resident in any country (e.g., because the Account Holder is fiscally transparent), then Account Holder should indicate this fact and provide the place of effective management or jurisdiction in which its principal office is located

\*\*\*PLEASE NOTE THAT THE BANK IS NOT PROVIDING TAX ADVICE IN CONNECTION WITH THIS FORM.

THE INFORMATION THAT YOU AS AN ACCOUNT-HOLDER PROVIDE TO THE BANK IN THIS FORM IS REQUIRED FOR COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS IN THE KINGDOM OF SAUDI ARABIA\*\*\*

anb - a Saudi joint stock co. - paid up capital SR. 15,000 Million - Unified No. 7000018007 - CR. No. 1010027912 - License No. (4017/m/a/254) - National Address 7317 King Faisal Rd. Al Murabba, unit number 1, Riyadh 12613-3536 - P.O. Box 56921, Riyadh 11564, Kingdom of Saudi Arabia - Website: anb.com.sa - Telephone +966114029000 - Fax +966114027747 - The Bank is regulated and supervised by Saudi Central Bank

### FATCA QUESTIONNAIRE

#### Part 3: FATCA Classification (only tick one classification where applicable)

Further details about the classifications of Account Holder under FATCA is set out in Appendix 1 to this form. If you do not know, or are unsure of, the classification to which you as an Entity belong, please obtain the advice of a licensed tax advisor in the KSA.

You can find summaries of defined terms such as an Account Holder, and other terms, in the Appendix.

US Entities & US Financial Institutions	1. Are you a Specified US Person? <span style="float: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></span> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 10%;">US TIN</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table>	US TIN																																																																																																			
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	2. Are you a US Person who is <u>not</u> a Specified US Person? <span style="float: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></span>																																																																																																				
Non-US Financial Institutions	3. Are you a KSA Financial Institution or a Financial Institution organized in a Country with an intergovernmental agreement with the US regarding FATCA? <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 10%;">GIIN</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td style="text-align: center;">-</td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> <tr> <td colspan="20">Please state the reason in the space provided below for not having a GIIN:</td> </tr> <tr> <td colspan="20" style="height: 20px;"></td> </tr> <tr> <td colspan="20" style="height: 20px;"></td> </tr> </table>	GIIN																				-																				Please state the reason in the space provided below for not having a GIIN:																																																											
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	4. Are you a Participating Financial Institution? <span style="float: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></span> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 10%;">GIIN</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td style="text-align: center;">-</td> <td></td><td></td><td></td><td></td><td style="text-align: center;">-</td><td></td><td></td><td></td><td></td><td style="text-align: center;">-</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>	GIIN																				-					-					-																																																																					
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	5. Are you a Registered Deemed-Compliant Financial Institution? (other than a reporting Model I FFI, Sponsored FFI, Non-reporting IGA FFI) <span style="float: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></span> <ul style="list-style-type: none"> <li><input type="checkbox"/> Local FFI (FI with local client base)</li> <li><input type="checkbox"/> Non-reporting member of PFFI group</li> <li><input type="checkbox"/> Qualified collective investment vehicles</li> <li><input type="checkbox"/> Restricted Funds</li> <li><input type="checkbox"/> Qualified Credit Card Issuers</li> <li><input type="checkbox"/> Sponsored Investment Entities</li> <li><input type="checkbox"/> Sponsored Controlled Foreign Corporation</li> </ul> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 10%;">GIIN</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td style="text-align: center;">-</td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>	GIIN																				-																																																																															
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	6. Are you a Certified Deemed-Compliant Financial Institution or a Non-Reporting FFI (including a deemed compliant Financial Institution a Non-Reporting FFI under Annex II of the IGA Agreement)? <span style="float: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></span> <ul style="list-style-type: none"> <li><input type="checkbox"/> Non-registering local bank</li> <li><input type="checkbox"/> FFI with only low value accounts</li> <li><input type="checkbox"/> Sponsored, closely held investment vehicles</li> <li><input type="checkbox"/> Limited life debt investment entities</li> <li><input type="checkbox"/> Investment Advisors &amp; Investment Managers</li> <li><input type="checkbox"/> Owner Documented FFIs</li> <li><input type="checkbox"/> Non-Reporting FFI, Provide the type</li> </ul>																																																																																																				

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## International Tax Transparency

Self-Certification & Declaration Form (FATCA & CRS) – Entities

	<p>7. Are you a Non-Participating Financial Institution ? <span style="float: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></span></p> <p>8. Are you a Trustee Documented Trust ? <span style="float: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></span></p> <p>Trustees name .....</p> <p>Trustees GIIN</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 10%;">GIIN</td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> <tr> <td>-</td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>	GIIN																				-																			
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Exempt Entities	<p>9. Are you an Exempt Beneficial Owner ? <span style="float: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></span></p> <ul style="list-style-type: none"> <li>■ Governmental Entity "or wholly owned agency or instrumentality of the same". <input type="checkbox"/></li> <li>■ Central Bank of Issue. <input type="checkbox"/></li> <li>■ International Organization "or wholly owned agency or instrumentality of the same". <input type="checkbox"/></li> <li>■ Retirement Fund (s defined in the KSA IGA Annex II). <input type="checkbox"/></li> <li>■ Investment entity wholly owned by Exempt Beneficial Owners. <input type="checkbox"/></li> </ul>																																								
Non-US Entity that is not a Financial Institution	<p>10. Are you an Excepted Non-Financial Non-US Entity? <span style="float: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></span> (This classification is also commonly known as an Excepted NFFE)</p> <p>11. Are you an Active Non-Financial Non-US Entity? <span style="float: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></span> (This classification is also commonly known as an Active NFFE) Also complete Appendix 1</p> <p>12. Are you a Direct or a Sponsored Reporting Non-Financial Foreign Entity (NFFE)? <span style="float: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></span></p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 10%;">GIIN</td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> <tr> <td>-</td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>	GIIN																				-																			
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Passive Non-US Entity that is <u>not</u> a Financial Institution	<p>13. Are you a Passive Non-Financial Non-US Entity? <span style="float: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></span> (This classification is also commonly known as a Passive NFFE) (if yes, please complete Part 5)</p> <p>Please also provide in full the details requested in Part 5 - Controlling Persons section with respect to any of your owners who are US Controlling Persons. A US Controlling Person is any individual who is either a US citizen or a resident of the US for tax purposes, who in either case holds more than a 10% stake in you by vote or value.</p>																																								

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### CRS QUESTIONNAIRE

#### Part 4: CRS Classification (only tick one classification where applicable)

You can find summaries of defined terms such as an Account Holder, and other terms, in the Appendix.

Further details about the classifications of Account-Holder under CRS is set out in Appendix 2 to this form. If you do not know, or are unsure of, the classification to which you as an Entity belong, please obtain the advice of a licensed tax advisor in the KSA.

Financial Institutions (FI)	<p>If you are a Reporting Financial Institution under CRS, please tick the classification below:</p> <p>14. Are you a Depository Institution ?</p> <p>15. Are you a Custodial Institution?</p> <p>16. Are you a Specified Insurance Company?</p> <p>17. Are you an Investment Entity? Please tick the type of investment entity below</p> <p style="margin-left: 20px;">a. Type A: Gross income primarily (≥ 50%) from business investment activities (trading /investing in Financial Assets, portfolio management, investing/administering / managing FA /funds) on behalf of customers; or</p> <p style="margin-left: 20px;">b. Type B: Gross income primarily (≥ 50%) from investment in Financial Assets and managed by a Financial Institution.</p> <p>18. Are you an Investment Entity resident in a Non-Participating Country / Jurisdiction and managed by another Financial Institution? (If this box is tick ed, please provide details of the controlling persons in Part 5 below)</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
Non-Reporting Financial Institution	<p>19. Are you a Non-Reporting Financial Institution under CRS? Specify the type of Non-Reporting Financial Institution below:</p> <ul style="list-style-type: none"> <li>■ Governmental Entity <input type="checkbox"/></li> <li>■ International Organization <input type="checkbox"/></li> <li>■ Central Bank <input type="checkbox"/></li> <li>■ Broad Participation Retirement Fund <input type="checkbox"/></li> <li>■ Narrow Participation Retirement Fund <input type="checkbox"/></li> <li>■ Pension Fund of a Governmental Entity, International Organization, or Central Bank <input type="checkbox"/></li> <li>■ Exempt Collective Investment Vehicle <input type="checkbox"/></li> <li>■ Trust whose trustee reports all required information with respect to all CRS Reportable Accounts <input type="checkbox"/></li> <li>■ Qualified Credit Card Issuer <input type="checkbox"/></li> <li>■ Other Entity defined under the domestic law as low risk of being used to evade tax. <input type="checkbox"/></li> </ul> <p>Specify the type provided in the domestic law:.....</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
Active Non-Financial and Entity (NFE)	<p>20. Are you an Active NFE - a corporation the stock of which is regularly traded on an established securities market , or a corporation which is a related entity of such a corporation? (please provide the name of the securities market in which the corporation is traded):</p> <p>20. 1. Name of Securities Market: .....</p> <p>20. 2. If you are a related entity of a regularly traded corporation, please provide the name of the regularly traded corporation: .....</p> <p>21. Are you an Active NFE - A Governmental Entity?</p> <p>22. Are you an Active NFE - Central Bank?</p> <p>23. Are you an Active NFE -An International Organization?</p> <p>24. Or are you an entity wholly owned by one of the classified NFE's defined in 22, 23 or 24 above.</p> <p>25. Are you an Active NFE Other than 15 through 17 above, please tick the applicable category below?</p> <p>Provide Date of Incorporation: .....</p> <ul style="list-style-type: none"> <li>■ Active NFE by reason of income and assets <input type="checkbox"/></li> <li>■ Holding NFE that is a member of a nonfinancial group <input type="checkbox"/></li> <li>■ Treasury Center NFE that is a member of a nonfinancial group <input type="checkbox"/></li> <li>■ Start-up NFE (Date of Organization __ / __ / __ <input type="checkbox"/></li> <li>■ NFE that is liquidating or emerging from bankruptcy <input type="checkbox"/></li> <li>■ Non-profit NFE <input type="checkbox"/></li> <li>■ Other, provide the reason for this selection <input type="checkbox"/></li> </ul>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>

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### Part 5: Controlling Persons

Please provide in full the details requested below with respect to any of your Controlling Persons. Please see the definition of Controlling Person in Appendix 2

No.	Name (First, Middle, Last)	Current Residence Address (Building#, Street#, District, City, Postal code, Additional#, Country)	FATCA		CRS				TIN or its Functional Equivalent for each Controlling Person (If a TIN is unavailable please provide the appropriate reason A, B or C in the next column)	TIN Unavailable Reason A, B or C	
			Mailing Address (if different to Current Residence Address)	Citizenship	Date of Birth (dd/mm/yyyy)	Place of birth (City and Country)	Country / jurisdiction of tax residency (Please complete a separate row for Controlling Person (s) who have multiple tax residencies)	Percentage Ownership held by Controlling person			Type of Controlling person (select one from table below)
1									%		
2									%		
3									%		
4									%		

Please provide the Controlling Person's Status by ticking the appropriate box.

a. Controlling Person of a legal person - <i>Control by ownership</i>	h. Controlling Person of a trust - <i>other</i>
b. Controlling Person of a legal person - <i>Control by other means</i>	i. Controlling Person of a legal arrangement (non-trust) - <i>settlor-equivalent</i>
c. Controlling Person of a legal person - <i>Senior managing official</i>	j. Controlling Person of a legal arrangement (non-trust) - <i>trustee-equivalent</i>
d. Controlling Person of a trust - <i>settlor</i>	k. Controlling Person of a legal arrangement (non-trust) - <i>protector-equivalent</i>
e. Controlling Person of a trust - <i>trustee</i>	l. Controlling Person of a legal arrangement (non-trust) - <i>beneficiary-equivalent</i>
f. Controlling Person of a trust - <i>protector</i>	m. Controlling Person of a legal arrangement (non-trust) - <i>other-equivalent</i>
g. Controlling Person of a trust - <i>beneficiary</i>	

If TIN is not available, please choose one of the following reasons:

Reason A - The country/ jurisdiction where the Account Holder is resident does not issue TINs to residents

Reason B - The Account Holder is otherwise unable to obtain a TIN or equivalent number (Please explain why you are unable to obtain a TIN in the above table if you have selected this reason)

Reason c - No TIN is required. (Note. Only select this reason if the domestic law of the relevant country/ jurisdiction does not require the collection of the TIN issued by such country / jurisdiction.

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## International Tax Transparency Self-Certification & Declaration Form (FATCA & CRS) – Entities

### Declarations

I/We declare (as an authorized signatory of the Entity) declare that all the particulars and information provided herein, are true, correct, complete and up-to-date in all respects and I/We have not withheld any information and I/We acknowledge that the Bank will rely on the information provided in this form until notice in writing satisfactory to the Bank of its revocation and by submission of an updated Self-Certification & Declaration Form is received by the Bank , within 30 days where any change in circumstances occurs. I/we further confirm that we are authorized to provide information on our controlling persons and that the information provided in this form related to controlling persons is complete and accurate.

I/We hereby undertake to inform the Bank of any change in information / circumstances provided, and to furnish to the Bank any changes/amendments taking place in future with reference to the documents submitted by me/us as and when such changes/ amendment s occur.

I/We confirm and accept that should any withholding, tax, other impositions or other governmental dues related to the entity become payable to domestic or overseas regulators or tax authorities, all payments made to the entity shall be net of any such taxes etc. and the Bank assumes no liability in this regard.

I/We waive the Bank of its duty of confidentiality and grant the Bank the liberty to make available, as and when required by law/ authorities, to the Courts, regulatory/or other authorities of Saudi Arabia or my/our country of residence or the country in whose currency this account will be maintained or routed, or to any other regulator/tax authority or other authorities in domestic and other jurisdictions, any information relating to my/our account, without any prior consent from me/us.

Any information / documents provided by you or your authorized representative in relation to this self-certification form shall only be disclosed to the relevant authorities for the purpose of compliance with FATCA and / or CRS requirements.

Name:

Signature:

Name:

Signature:

Date: .....

Date: .....

(To be completed by the Bank Relationship Manager/Customer Service Representative

Customer CIF Number:

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RM/CSR Name: .....

RM/CSR Signature: .....

Date: .....

### APPENDIX 1 – FATCA DEFINITIONS

US Entities & US Financial Institutions	<p>1. Specified US Person This classification covers a privately-owned US corporation; a US partnership; a US trust; an individual who is a US citizen; an individual who is not a US citizen but who is resident in the US for tax purposes; or the estate of either of the above-mentioned category of individual. Example: <i>A privately-owned US corporation operating in the KSA pursuant to a license from the KSA Government, or the KSA branch of a privately-owned US corporation licensed in the KSA by the Saudi Arabian General Investment Authority (SAGIA).</i></p> <p>2. US Person who is <u>not</u> a Specified US Person This classification covers the US itself; any State or Territory of the US; the US Government; any wholly-owned agency of the US Government; a US bank; a US corporation whose stock is regularly traded on an established stock exchange; <u>or</u> a US regulated investment company.</p>
Non-US Financial Institutions	<p>3. KSA Financial Institution or Financial Institution organized in a country with an intergovernmental agreement with the US regarding FATCA</p> <p>4. <u>Participating</u> Non-US Financial Institution This classification is also known as a Participating Foreign Financial Institution or PFFI. This classification covers a non-US financial institution that is organized in a country which has not entered into an intergovernmental agreement with the US regarding FATCA, but where the financial institution itself has entered into an agreement with the US IRS regarding FATCA.</p> <p>5. <u>Deemed-Compliant</u> Non-US Financial Institution This classification is also known as a Deemed-Compliant Foreign Financial Institution or Deemed-Compliant FFI. This classification covers a non-US financial institution that is organized in a country which has <u>not</u> entered into an intergovernmental agreement with the US regarding FATCA, but where: (i) the financial institution has registered itself with the US IRS to declare its status; or (ii) the financial institution is not required to register with the US IRS and has certified itself accordingly. The type of non-US financial institution described at item (i) above is a <u>Registered</u> Deemed-Compliant Non-US Financial Institution (also known as a Registered Deemed-Compliant Foreign Financial Institution or Registered Deemed-Compliant FFI). The type of non-US financial institution described at item (ii) above is a <u>Certified</u> Deemed-Compliant Non-US Financial Institution (also known as a Certified Deemed-Compliant Foreign Financial Institution or Certified Deemed-Compliant FFI).</p> <p>6. Non-Participating Non-US Financial Institution This classification is also known as a Non-Participating Foreign Financial Institution or Non-Participating FFI. This classification covers a non-US financial institution that is organized in a country which has <u>not</u> entered into an intergovernmental agreement with the US regarding FATCA, where the non-US financial institution itself is <u>not</u> (i) a Participating Non-US Financial Institution, (ii) a Registered Deemed-Compliant Non-US Financial Institution, or (iii) a Certified Deemed-Compliant Non-US Financial Institution.</p>
Exempt Entities	<p>7. Exempt Beneficial Owner This classification covers a governmental entity (<u>other than</u> a US governmental entity); an international organization; a central bank (<u>other than</u> the US Federal Reserve); a non-US retirement fund; or a non-US investment entity that is wholly-owned by any of the above.</p>
Excepted NFFE	<p>8. Excepted Non-Financial Non-US Entity This classification is also known as an Excepted Non-Financial Foreign Entity or Excepted NFFE. This classification covers an entity that meets the following criteria: (i) it is <u>not</u> a US entity; (ii) it is <u>not</u> a financial institution; and (iii) it is classified as an 'Excepted NFFE' under US Treasury Regulations.</p>
Active NFFE	<p>9. Active Non-Financial Non-US Entity This classification is also known as an Active Non-Financial Foreign Entity or Active NFFE. This classification covers an entity that meets the following criteria: (i) it is <u>not</u> a US entity; (ii) it is <u>not</u> a financial institution; and (iii) it meets any <u>one</u> of the following further criteria: (1) It holds less than 50% of its assets in shares, properties, bonds or similar investment assets, <u>and</u> it derives less than 50% of its gross income from the distribution of dividends, rental income, interest or other investment income; <u>or</u> (2) It is a listed company whose stock is regularly traded on an established securities market, <u>or</u> it is related to an entity whose stock is regularly traded on an established securities market; <u>or</u></p>

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anb – a Saudi joint stock co. – paid up capital SR. 15,000 Million – Unified No. 7000018007 – CR. No. 1010027912 – License No. (4017/m/a/254) – National Address 7317 King Faisal Rd. Al Murabba, unit number 1, Riyadh 12613-3536 – P.O. Box 56921, Riyadh 11564, Kingdom of Saudi Arabia – Website: anb.com.sa – Telephone +966114029000 – Fax +966114027747 – The Bank is regulated and supervised by Saudi Central Bank

	<p>(3) It is organized in a US Territory, <u>and</u> all of its owners are bona fide residents of that US Territory; <u>or</u></p> <p>(4) It is a government (<u>other than</u> the US Government); a government of a US Territory; an international organization; a central bank of issue (<u>other than</u> of the US); or an entity wholly owned by one or more of the above; or</p> <p>(5) Its activities consist substantially of holding shares of, or providing financing to, subsidiaries that engage in trades or businesses <u>other than</u> the business of a financial institution; and it does <u>not</u> function (or hold itself out as) an investment fund; or</p> <p>(6) It is in its set-up phase (with no prior operating history), is investing capital into assets with the intention of operating a business <u>other than</u> the business of a financial institution, and less than twenty-four (24) months have passed since it was initially organized; or</p> <p>(7) It was <u>not</u> a financial institution in the past five (5) years, and is in the process of liquidating its assets or is reorganizing with the intent to continue or recommence operations in a business other than that of a financial institution; or</p> <p>(8) It engages primarily in financing and hedging transactions with or for related entities that are <u>not</u> financial institutions, <u>and</u> it does <u>not</u> provide financing or hedging services to any entity to which it is <u>not</u> related; or</p> <p>(9) It meets <u>all</u> of the following criteria:</p> <p>(i) It is established in its country of residence exclusively for religious, charitable, scientific, artistic, cultural, or educational purposes; or it is a professional organization, chamber of commerce or labor organization; <u>and</u></p> <p>(ii) It is exempt from income tax in its country of residence; <u>and</u></p> <p>(iii) It has <u>no</u> shareholders who have a proprietary or beneficial interest in its income or assets; <u>and</u></p> <p>(iv) The laws of its country of residence or its formation documents do <u>not</u> permit:</p> <p>(a) any of its income or assets to be distributed to, or applied for the benefit of, a private person or non-charitable entity other than pursuant to the conduct of its charitable activities, or as payment of reasonable compensation for services rendered, or as payment representing the fair market value of property which it has purchased; and</p> <p>(b) upon its liquidation or dissolution, all of its assets be distributed to a governmental entity or other non-profit organization, or escheat to the government of its country of residence or any political subdivision thereof.</p>
Passive NFFE	<p>10. Passive Non-Financial Non-US Entity</p> <p>This classification is also known as a Passive Non-Financial Foreign Entity or Passive NFFE. This classification covers an entity that meets the following criteria:</p> <p>(i) it is <u>not</u> a US entity;</p> <p>(ii) it is <u>not</u> a financial institution; and</p> <p>(iii) it does not meet the criteria to be either an Excepted NFFE or an Active NFFE.</p>
Beneficial Owner	<p>The term beneficial owner means the person who is the owner of the income for tax purposes and who beneficially owns that income. Thus, a person receiving income in a capacity as a nominee, agent or custodian for another person is not the beneficial owner of the income</p>
Global Intermediary Identification Number (GIIN)	<p>A GIIN is the identification number used to identify the FFI for FATCA registration purposes and U.S. information reporting purposes</p>
Intergovernmental Agreement (IGA)	<p>Intergovernmental agreements are intended to enable FFIs to identify and report to the IRS U.S. persons that hold assets abroad and</p> <p>for certain non-financial foreign entities (NFFEs) to identify their substantial U.S. owners. In order to comply with the rules, FFIs are required to enter into an FFI agreement with the U.S. Treasury or comply with intergovernmental agreements (IGAs) entered into by their local jurisdictions. U.S. withholding agents (USWAs) must document all of their relationships with foreign entities in order to assist with the enforcement of the rules</p>
Non-financial foreign entity (NFFE)	<p>The term NFFE means a foreign entity that is not a financial institution (including a territory NFFE). The term also means a foreign entity treated as an NFFE pursuant to a Model 1 IGA or Model 2 IGA</p>

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#### APPENDIX 2 – COMMON REPORTING STANDARD (CRS) DEFINITIONS

Account Holder	Account Holder means the person listed or identified as the holder of a Financial Account by the Financial Institution that maintains the account. A person, other than a Financial Institution, holding a Financial Account for the benefit or account of another person as agent, custodian, nominee, signatory, investment advisor, or intermediary, is not treated as holding the account for purposes of the Common Reporting Standard, and such other person is treated as holding the account.
Entity	The term "Entity" means a legal person or a legal arrangement, such as a corporation, organization, partnership, trust or foundation. This term covers any person other than an individual (i.e. a natural person).
Financial Institution	The term "Financial Institution" means a "Custodial Institution", a "Depository Institution", an "Investment Entity", or a "Specified Insurance Company". Please see the relevant domestic guidance and the CRS for further classification definitions that apply to Financial Institutions.
Depository Institution	The term "Depository Institution" means any Entity that accepts deposits in the ordinary course of a banking or similar business.
Custodial Institution	The term "Custodial Institution" means any Entity that holds, as a substantial portion of its business, Financial Assets for the account of others. This is where the Entity's gross income attributable to the holding of Financial Assets and related financial services equals or exceeds 20% of the Entity's gross income during the shorter of: (i) the three-year period that ends on 31 December (or the final day of a non-calendar year accounting period) prior to the year in which the determination is being made; or (ii) the period during which the Entity has been in existence.
Controlling Person(s)	<p>"Controlling Persons" are the natural person(s) who exercise control over an entity. Where that entity is treated as a Passive Non-Financial Entity ("Passive NFE") then a Financial Institution is required to determine whether or not these Controlling Persons are Reportable Persons. This definition corresponds to the term "beneficial owner" described in Recommendation 10 and the Interpretative Note on Recommendation 10 of the Financial Action Task Force Recommendations (as adopted in February 2012). In the case of a trust, the Controlling Person(s) are the settlor(s), the trustee(s), the protector(s) (if any), the beneficiary(ies) or class(es) of beneficiaries, or any other natural person(s) exercising ultimate effective control over the trust (including through a chain of control or ownership). Under the CRS the settlor(s), the trustee(s), the protector(s) (if any), and the beneficiary(ies) or class(es) of beneficiaries, are always treated as Controlling Persons of a trust, regardless of whether or not any of them exercises control over the activities of the trust.</p> <p>Where the settlor(s) of a trust is an Entity then the CRS requires Financial Institutions to also identify the Controlling Persons of the settlor(s) and when required report them as Controlling Persons of the trust. In the case of a legal arrangement other than a trust, "Controlling Person(s) means persons in equivalent or similar positions</p> <p><b>FATF Recommendations on Controlling Persons:</b></p> <p>Identify the beneficial owners of the customer and take reasonable measures to verify the identity of such persons, through the following information. For legal persons:</p> <p>The identity of the natural persons (if any – as ownership interests can be so diversified that there are no natural persons (whether acting alone or together) exercising control of the legal person or arrangement through ownership) who ultimately have a controlling ownership interest in a legal person; and</p> <p>to the extent that there is doubt under (a) as to whether the person(s) with the controlling ownership interest are the beneficial owner(s) or where no natural person exerts control through ownership interests, the identity of the natural persons (if any) exercising control of the legal person or arrangement through other means.</p> <p>Where no natural person is identified under (a) or (b) above, financial institutions should identify and take reasonable measures to verify the identity of the relevant natural person who holds the position of senior managing official.</p>
Investment Entity	<p>The term "Investment Entity" includes two types of Entities:</p> <p>(i) an Entity that primarily conducts as a business one or more of the following activities or operations for or on behalf of a customer:</p> <ul style="list-style-type: none"> <li>· Trading in money market instruments (cheques, bills, certificates of deposit, derivatives, etc.); foreign exchange; exchange, interest rate and index instruments; transferable securities; or commodity futures trading;</li> <li>· Individual and collective portfolio management; or</li> <li>· Otherwise investing, administering, or managing Financial Assets or money on behalf of other persons. Such activities or operations do not include rendering non-binding investment advice to a customer.</li> </ul> <p>(ii) "The second type of "Investment Entity" ("Investment Entity managed by another Financial Institution") is any Entity the gross income of which is primarily attributable to investing, reinvesting, or trading in Financial Assets where the Entity is managed by another Entity that is a Depository Institution, a Custodial Institution, a Specified Insurance Company, or the first type of Investment Entity.</p>
"Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial Institution"	The term "Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial Institution" means any Entity the gross income of which is primarily attributable to investing, reinvesting, or trading in Financial Assets if the Entity is (i) managed by a Financial Institution and (ii) not a Participating Jurisdiction Financial Institution.
Investment Entity managed by another Financial Institution	An Entity is "managed by" another Entity if the managing Entity performs, either directly or through another service provider on behalf of the managed Entity, any of the activities or operations described in the definition of 'Investment Entity'. An Entity only manages another Entity if it has discretionary authority to manage the other Entity's assets (either in whole or part). Where an Entity is managed by a mix of Financial Institutions, NFEs or individuals, the Entity is considered to be managed by another Entity that is a Depository Institution, a Custodial Institution, a Specified Insurance Company, or the first type of Investment Entity, if any of the managing Entities is such another Entity.
NFE	An "NFE" is any Entity that is not a Financial Institution.
Active NFE	<p>An NFE is an Active NFE if it meets any of the criteria listed below. In summary, those criteria refer to:</p> <ul style="list-style-type: none"> <li>· active NFEs by reason of income and assets;</li> <li>· publicly traded NFEs;</li> <li>· Governmental Entities, International Organisations, Central Banks, or their wholly owned Entities;</li> <li>· holding NFEs that are members of a nonfinancial group;</li> <li>· start-up NFEs;</li> <li>· NFEs that are liquidating or emerging from bankruptcy;</li> <li>· treasury centres that are members of a nonfinancial group; or</li> <li>· Non-profit NFEs.</li> </ul>

\*\*\*PLEASE NOTE THAT THE BANK IS NOT PROVIDING TAX ADVICE IN CONNECTION WITH THIS FORM.

THE INFORMATION THAT YOU AS AN ACCOUNT-HOLDER PROVIDE TO THE BANK IN THIS FORM IS REQUIRED FOR COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS IN THE KINGDOM OF SAUDI ARABIA\*\*\*

anb – a Saudi joint stock co. – paid up capital SR. 15,000 Million – Unified No. 7000018007 – CR. No. 1010027912 – License No. (4017/m/a/254) – National Address 7317 King Faisal Rd. Al Murabba, unit number 1, Riyadh 12613-3536 – P.O. Box 56921, Riyadh 11564, Kingdom of Saudi Arabia – Website: anb.com.sa – Telephone +966114029000 – Fax +966114027747 – The Bank is regulated and supervised by Saudi Central Bank

## International Tax Transparency

### Self-Certification & Declaration Form (FATCA & CRS) – Entities

<p><b>Active NFE</b></p>	<p>An entity will be classified as Active NFE if it meets any of the following criteria:</p> <ol style="list-style-type: none"> <li>a) less than 50% of the NFE's gross income for the preceding calendar year or other appropriate reporting period is passive income and less than 50% of the assets held by the NFE during the preceding calendar year or other appropriate reporting period are assets that produce or are held for the production of passive income;</li> <li>b) the stock of the NFE is regularly traded on an established securities market or the NFE is a Related Entity of an Entity the stock of which is regularly traded on an established securities market;</li> <li>c) the NFE is a Governmental Entity, an International Organisation, a Central Bank, or an Entity wholly owned by one or more of the foregoing;</li> <li>d) substantially all of the activities of the NFE consist of holding (in whole or in part) the outstanding stock of, or providing financing and services to, one or more subsidiaries that engage in trades or businesses other than the business of a Financial Institution, except that an Entity does not qualify for this status if the Entity functions (or holds itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes;</li> <li>e) the NFE is not yet operating a business and has no prior operating history, (a "start-up NFE") but is investing capital into assets with the intent to operate a business other than that of a Financial Institution, provided that the NFE does not qualify for this exception after the date that is 24 months after the date of the initial organisation of the NFE;</li> <li>f) the NFE was not a Financial Institution in the past five years, and is in the process of liquidating its assets or is reorganising with the intent to continue or recommence operations in a business other than that of a Financial Institution;</li> <li>g) the NFE primarily engages in financing and hedging transactions with, or for, Related Entities that are not Financial Institutions, and does not provide financing or hedging services to any Entity that is not a Related Entity, provided that the group of any such Related Entities is primarily engaged in a business other than that of a Financial Institution; or</li> <li>h) the NFE meets all of the following requirements (a "non-profit NFE"):             <ol style="list-style-type: none"> <li>i) it is established and operated in its jurisdiction of residence exclusively for religious, charitable, scientific, artistic, cultural, athletic, or educational purposes; or it is established and operated in its jurisdiction of residence and it is a professional organisation, business league, chamber of commerce, labour organisation, agricultural or horticultural organisation, civic league or an organisation operated exclusively for the promotion of social welfare;</li> <li>ii) it is exempt from income tax in its jurisdiction of residence;</li> <li>iii) it has no shareholders or members who have a proprietary or beneficial interest in its income or assets;</li> <li>iv) the applicable laws of the NFE's jurisdiction of residence or the NFE's formation documents do not permit any income or assets of the NFE to be distributed to, or applied for the benefit of, a private person or non-charitable Entity other than pursuant to the conduct of the NFE's charitable activities, or as payment of reasonable compensation for services rendered, or as payment representing the fair market value of property which the NFE has purchased; and</li> <li>v) the applicable laws of the NFE's jurisdiction of residence or the NFE's formation documents require that, upon the NFE's liquidation or dissolution, all of its assets be distributed to a Governmental Entity or other non-profit organisation, or escheat to the government of the NFE's jurisdiction of residence or any political subdivision.</li> </ol> </li> </ol> <p>Note: Certain entities (such as U.S. Territory NFFEs) may qualify for Active NFFE status under FATCA but not Active NFE status under the CRS.</p> <p>Related Entity - An Entity is a "Related Entity" of another Entity if either Entity controls the other Entity, or the two Entities are under common control. For this purpose, control includes direct or indirect ownership of more than 50% of the vote and value in an Entity.</p>
<p><b>Passive NFE</b></p>	<p>Under the CRS a "Passive NFE" means any NFE that is not an Active NFE. An Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial Institution is also treated as a Passive NFE for purposes of the CRS.</p>
<p><b>Specified Insurance Company</b></p>	<p>The term "Specified Insurance Company" means any Entity that is an insurance company (or the holding company of an insurance company) that issues, or is obligated to make payments with respect to, a Cash Value Insurance Contract or an Annuity Contract.</p>
<p><b>Participating Jurisdiction Financial Institution</b></p>	<p>The term "Participating Jurisdiction Financial Institution" means (i) any Financial Institution that is tax resident in a Participating Jurisdiction, but excludes any branch of that Financial Institution that is located outside of that jurisdiction, and (ii) any branch of a Financial Institution that is not tax resident in a Participating Jurisdiction, if that branch is located in such Participating Jurisdiction.</p>
<p><b>Non-Reporting Financial Institution</b></p>	<p>A Non-Reporting Financial Institution" means any Financial Institution that is:</p> <ul style="list-style-type: none"> <li>• a Governmental Entity, International Organisation or Central Bank, other than with respect to a payment that is derived from an obligation held in connection with a commercial financial activity of a type engaged in by a Specified Insurance Company, Custodial Institution, or Depository Institution;</li> <li>• a Broad Participation Retirement Fund; a Narrow Participation Retirement Fund; a Pension Fund of a Governmental Entity, International Organisation or Central Bank; or a Qualified Credit Card Issuer;</li> <li>• an Exempt Collective Investment Vehicle; or</li> <li>• a Trustee-Documented Trust: a trust where the trustee of the trust is a Reporting Financial Institution and reports all information required to be reported with respect to all Reportable Accounts of the trust;</li> <li>• any other defined in a countries domestic law as a Non-Reporting Financial Institution.</li> </ul>
<p><b>Tax Identification Number</b></p>	<p>The term "TIN" means Taxpayer Identification Number or a functional equivalent in the absence of a TIN. A TIN is a unique combination of letters or numbers assigned by a jurisdiction to an individual or an Entity and used to identify the individual or Entity for the purposes of administering the tax laws of such jurisdiction. Further details of acceptable TINs can be found at the OECD automatic exchange of information portal. Some jurisdictions do not issue a TIN. However, these jurisdictions often utilise some other high integrity number with an equivalent level of identification (a "functional equivalent"). Examples of that type of number include, for Entities, a Business/company registration code/number.</p>
<p><b>Related Entity</b></p>	<p>Related Entity means an entity related to another entity because (i) either entity controls the other entity; (ii) the two entities are under common control; or (iii) the two entities are Investment Entities are under common management, and such management fulfils the due diligence obligations of such Investment Entities. For this purpose, control includes direct or indirect ownership of more than 50 % of the vote and value in an Entity.</p>

Detailed guidance can be found on the OECD Website (including information about TINs and tax Residency): <https://www.oecd.org/tax/automatic-exchange/>

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#### A/ Corporate Tax Deceleration

This form to be used to Individuals, "Natural persons" and Sole Proprietorships  
In the case of joint Account Holders, each Account Holder must complete a separate form  
All sections of this form are mandatory & Abbreviations are not allowed

#### ب/ الإقرار الضريبي للمؤسسات الفردية

يتم تعبئة النموذج من قبل العملاء الأفراد "الأشخاص الطبيعيين" والمؤسسات الفردية  
في حالة أصحاب الحسابات المشتركة، يجب على كل صاحب حساب إكمال نموذج منفصل  
جميع أقسام هذا النموذج إلزامية ولا يسمح باستعمال الاختصارات

Section A – Customer/Account Holder Information		القسم أ – معلومات العميل / صاحب الحساب
Title:	Other <input type="checkbox"/> آخر Miss. <input type="checkbox"/> الأنسة Mrs. <input type="checkbox"/> السيدة Mr. <input type="checkbox"/> السيد	اللقب:
Customer Full Name in Arabic (First/Middle/Last):	الأخير الثاني الأول	اسم العميل كاملاً باللغة العربية (الأول / الثاني / الأخير):
Customer Full Name in English: (First/Middle/Last)	First Middle Last	اسم العميل كاملاً باللغة الإنجليزية: (الأول / الثاني / الأخير)
Date of Birth: (Gregorian/Western)	D D M M M Y Y Y يوم يوم شهر شهر شهر سنة سنة سنة	تاريخ الميلاد: (الميلادي)
Gender:	Female <input type="checkbox"/> أنثى Male <input type="checkbox"/> ذكر	الجنس:
Town or City of Birth:		مدينة أو مكان الميلاد:
Country of Birth:		بلد الميلاد:
Current Residence Address in Saudi Arabia (Wasel):	Building# (المبنى) ..... Street Name (اسم الشارع) ..... District (المنطقة) ..... Postal Code (الرمز البريدي) ..... City (المدينة) ..... Country (الدولة) .....	عنوان الإقامة الحالي في المملكة العربية السعودية (واصل):
If there is residence address outside Saudi Arabia, please indicate:	Building# (المبنى) ..... Street Name (اسم الشارع) ..... District (المنطقة) ..... Postal Code (الرمز البريدي) ..... City (المدينة) ..... Country (الدولة) .....	إذا كان هناك عنوان إقامة خارج المملكة العربية السعودية، فيرجى توضيحه:
Mailing Address: (if different from the Current Residence) to be included	Building# (المبنى) ..... Street Name (اسم الشارع) ..... District (المنطقة) ..... Postal Code (الرمز البريدي) ..... City (المدينة) ..... Country (الدولة) .....	العنوان البريدي: (في حال اختلافه عن عنوان العميل)
Are you a U.S. person?	Yes <input type="checkbox"/> نعم No <input type="checkbox"/> لا	هل انت شخص من الولايات المتحدة الامريكية؟
If yes, please complete section B		إذا كانت الإجابة بنعم ، يرجى إكمال القسم ب
If more than one citizenship, please indicate each country of citizenship		في حالة وجود أكثر من جنسية، يرجى الإشارة إلى كل دولة لتلك الجنسيات
Do you have an immigrant visa or permanent resident status in a country other than Saudi Arabia	Yes <input type="checkbox"/> نعم No <input type="checkbox"/> لا	هل لديك تأشيرة هجرة أو إقامة دائمة في بلد آخر غير المملكة العربية السعودية؟
If yes, please indicate the state of each permanent residency		إذا كانت الإجابة بنعم ، يرجى توضيح الحالة لكل إقامة دائمة
Are you a Tax Resident of any country or countries outside of Saudi Arabia? By selecting 'No', I confirm that Saudi Arabia is my sole residency for tax purposes	Yes <input type="checkbox"/> نعم No <input type="checkbox"/> لا	هل أنت مقيم ضريبي في أي دولة أو دول خارج المملكة العربية السعودية؟ باختيار "لا" ، أؤكد أن المملكة العربية السعودية هي إقامتي الوحيدة للأغراض الضريبية
If Yes, please complete section C		في حال الإجابة ب (نعم) الرجاء إكمال القسم ج

Section B – USA Tax Residents	القسم ب – الإقامة الضريبية في الولايات المتحدة الأمريكية
if you are a USA Tax Resident please provide one of the following TINs. A U.S TIN can be one of the following: 1. A Social Security Number (SSN), or 2. An Individual Taxpayer Identification Number (ITIN), or 3. A Taxpayer Identification Number for Pending US Adoptions (ATIN).	إذا كنت مقيماً ضريبياً بالولايات المتحدة الأمريكية، فيرجى تقديم أحد أرقام التعريف الضريبية التالية. يمكن أن يكون رقم التعريف الضريبي للولايات المتحدة واحداً مما يلي: ١. رقم الضمان الاجتماعي (SSN). ٢. رقم تعريف المكلف الفرد (ITIN). ٣. رقم تعريف ضريبي لحالات التبني المعلقة في الولايات المتحدة (ATIN).
Please provide your TIN in one of the lines provided below: يرجى كتابة رقم التعريف الضريبي الخاص بك في أحد الأسطر الواردة أدناه:	
(SSN)	N N N - N N N - N N N N
(ITIN)	N N N - N N N - N N N N
(ATIN)	N N N - N N N - N N N N
	١. رقم الضمان الاجتماعي ٢. رقم تعريف المكلف الفرد ٣. رقم تعريف ضريبي لحالات التبني المعلقة في الولايات المتحدة

Section C – Tax Residency Information				القسم ج - معلومات الإقامة الضريبية	
Please specify your Country (ies)/Jurisdiction(s) of Residence for Tax Purposes including Taxpayer Identification number.				الرجاء تحديد دولة (دول)/الولاية القضائية (الولايات القضائية) الإقامة لأغراض ضريبية بما فيه رقم التعريف الضريبي.	
Country/jurisdiction	Taxpayer Identification Number (TIN) or Functional Equivalent	If no TIN available enter Reason A, B or C	في حالة عدم وجود رقم التعريف الضريبي، الرجاء اختيار أحد الأسباب أ، ب أو ج	رقم التعريف الضريبي أو ما يعادله وظيفياً	البلد / الولاية القضائية
1					1
2					2
3					3
If TIN is not available please choose one of the following reasons: A. The country/jurisdiction where the Account Holder is resident does not issue TINs to its residents B. The Account Holder is otherwise unable to obtain a TIN or equivalent number (Please explain why you are unable to obtain a TIN if you have selected this reason): Country1: ..... Country2: ..... Country3: ..... C. No TIN is required. (Note. Only select this reason if the domestic law of the relevant jurisdiction does not require the collection of the TIN issued by such jurisdiction)				في حال عدم وجود رقم التعريف الضريبي، الرجاء اختيار أحد الأسباب التالية: أ. لا تصدر البلد/الولاية القضائية المقيم فيها صاحب الحساب ارقام تعريف ضريبية للمقيمين فيها ب. أو خلاف ذلك، يتعذر على صاحب الحساب الحصول على رقم تعريف ضريبي أو رقم معادل له (يرجى توضيح سبب عدم قدرتك على الحصول على رقم تعريف ضريبي إذا اخترت هذا السبب): البلد ١ : ..... البلد ٢ : ..... البلد ٣ : ..... ج. ليس مطلوباً الحصول على رقم تعريف ضريبي. (ملاحظة. حدد هذا السبب فقط إذا كان القانون المحلي للولاية القضائية ذات الصلة لا يتطلب الحصول على رقم تعريف ضريبي صادر عن تلك الولاية القضائية)	

Section D – Declaration and Signature		القسم د - الإقرار والتوقيع																	
I/We declare that all the particulars and information provided herein, are true, correct, complete and up-to-date in all respects and I/We have not withheld any information and I/We acknowledge that <b>anb</b> will rely on the information provided in this form until notice in writing satisfactory to <b>anb</b> of its revocation and by submission of an updated Self-Certification & Declaration Form is received by <b>anb</b> , within 30 days where any change in circumstances occurs. I/We hereby undertake to inform <b>anb</b> of any change in information / circumstances provided, and to furnish to <b>anb</b> any changes/amendments taking place in future with reference to the documents submitted by me/us as and when such changes/amendments occur. I/We undertake to inform <b>anb</b> if I/We are away from my/our own country of residence for any period that may impact the United States Substantial Presence Test as herein defined, or the presence test related to any other countries I/We are tax residents in. I/We confirm and accept that should any withholding, tax, other impositions or other governmental dues related to me/us become payable to domestic or overseas regulators or tax authorities, all payments made to me/us shall be net of any such taxes etc. and <b>anb</b> assumes no liability in this regard. I/We waive <b>anb</b> of its duty of confidentiality and grant <b>anb</b> the liberty to make available, as and when required by law/authorities, to the Courts, regulatory/or other authorities of Saudi Arabia or my/our country of residence or the country in whose currency this account will be maintained or routed, or to any other regulator/tax authority or other authorities in domestic and other jurisdictions, any information relating to my/our account, without any prior consent from me/us.		أقر / نتعهد بأن جميع التفاصيل والمعلومات الواردة في هذا الإقرار حقيقية وصحيحة وكاملة وحديثة من جميع النواحي وأنا / نحن لم نحجب أي معلومات وأقر / نفر بأن البنك العربي الوطني سيعتمد على المعلومات المقدمة في هذا النموذج حتى إشعار خطي مقبول للبنك العربي الوطني بإلغائها وبتقديم نموذج شهادة إقرار ذاتي محدث يتم استلامه بواسطة البنك العربي الوطني، في غضون ٣٠ يوماً عند حدوث أي تغيير في الظروف. أتعهد / نتعهد بإبلاغ البنك العربي الوطني بأي تغيير في المعلومات / الظروف المقدمة، وتزويد البنك العربي الوطني بأي تغييرات / تعديلات تحدث في المستقبل فيما يتعلق بالوثائق المقدمة مني/ منا عند حدوث مثل هذه التغييرات/التعديلات. أتعهد / نتعهد بإبلاغ البنك العربي الوطني إذا لم أتواجد/تتواجد في بلد إقامتي / إقامتنا لأي فترة قد تؤثر على اختبار التواجد الجوهري في الولايات المتحدة كما هو محدد هنا، أو اختبار التواجد المتعلق بأي دول أخرى لي/لنا فيها إقامة ضريبية. أنا / نحن نؤكد وأوافق على أنه في حالة أي استقطاع أو ضريبة أو فرض آخر أو مستحقات حكومية أخرى متعلقة بي / بنا تصبح مستحقة الدفع لهيئات تنظيمية أو ضريبية محلية أو خارجية، فإن جميع المدفوعات لي / لنا ستكون صافية من أي ضرائب من هذا القبيل وما إلى ذلك، ولا يتحمل البنك العربي الوطني أي مسؤولية في هذا الصدد. أنا / نحن نعفي البنك العربي الوطني من واجبه في الحفاظ على السرية وأمنج البنك العربي الوطني الحرية في إتاحة، عند الاقتضاء بموجب القانون / طلب السلطات، أي معلومات تتعلق بحسابي / حسابنا وبدون أي موافقة مسبقة مني / منا، للمحاكم أو السلطات التنظيمية / أو الأخرى في المملكة العربية السعودية أو في بلد إقامتي / إقامتنا أو في الدولة التي سيتم الاحتفاظ بهذا الحساب بعملتها أو يمرر من خلالها، أو إلى أي جهة تنظيمية / ضريبية أخرى أو سلطات أخرى في الولاية القضائية المحلية وغيرها.																	
Name of Signatory in Arabic:		اسم الموقع باللغة العربية:																	
Name of Signatory in English:		اسم الموقع باللغة الإنجليزية:																	
Signature		صفة الموقع: (الرجاء وضع إشارة في مربع واحد فقط)																	
Date (Gregorian)		Capacity of Signatory: (Please tick 1 box only)																	
<table border="1"> <tr> <td>D</td><td>D</td><td>M</td><td>M</td><td>M</td><td>Y</td><td>Y</td><td>Y</td> </tr> <tr> <td>يوم</td><td>يوم</td><td>شهر</td><td>شهر</td><td>شهر</td><td>سنة</td><td>سنة</td><td>سنة</td> </tr> </table>		D	D	M	M	M	Y	Y	Y	يوم	يوم	شهر	شهر	شهر	سنة	سنة	سنة	<input type="checkbox"/> Account Holder - صاحب الحساب <input type="checkbox"/> Power of Attorney - الوكيل <input type="checkbox"/> Guardian - الوصي <input type="checkbox"/> Other (Please specify below) أخرى (يرجى التحديد أدناه)	
D	D	M	M	M	Y	Y	Y												
يوم	يوم	شهر	شهر	شهر	سنة	سنة	سنة												
التوقيع																			
التاريخ الميلادي																			



To be Completed Relationship Manager/ Customer Service Representative		يتم تعبئته من قبل مدير العلاقة او ممثل خدمة العملاء	
Account Holder Name (First / Middle / Last)	الاسم الكامل لصاحب الحساب (الأول، الثاني، الأخير)		
Signature of Relationship Manager /Customer Service Representative	توقيع مدير العلاقة أو ممثل خدمة العملاء:		
Employee ID	الرقم الوظيفي:		
Customer Information File #			رقم ملف بيانات العميل

### Definitions:

The definitions in this section are the relevant ones related to this International Tax Transparency Form and are not an exhaustive list. For the complete set of definitions, please refer to the FATCA/CRS regulations which are readily available on the internet.

### التعريفات

التعريفات الواردة في هذا القسم هي التعريفات ذات الصلة بنموذج الشفافية الضريبية الدولية وليست قائمة شاملة. للاطلاع على مجموعة كاملة من التعريفات، يرجى الرجوع إلى كل من قانون الامتثال الضريبي للحسابات الأجنبية (فانكا) / المعيار المشترك عن الإبلاغ الموجودة التي على شبكة الإنترنت.

### Foreign Account Tax Compliance Act (FATCA) Definitions

### تعريفات قانون الامتثال الضريبي للحسابات الأجنبية (فانكا)

**U.S. Person**  
Means a U.S. citizen or resident individual, a partnership or corporation organized in the United States or under the laws of the United States or any State thereof.

**US Resident**  
US resident is a US citizen or a resident alien, which is an individual that is not a citizen or national of the United States and who meets either the green card test or the substantial presence test for the calendar year.

**Green Card**  
"green card" recipient as an alien who has been granted "the status of having been lawfully accorded the privilege of residing permanently in the United States as an immigrant in accordance with the immigration laws, such status not having changed."

**Born in the USA**  
A person born in the USA is considered as a U.S. person' under FATCA unless the person has formally renounced his or her right to U.S. citizenship.

**U.S. Address**  
An address in the US. Please Note : "Shop and Ship" addresses or other similar services maintained by customers will not be considered as a relevant address for this purpose.

**Telephone number**  
Telephone number(s) provided is a U.S. telephone number.

**Standing Instructions**  
Standing instruction to periodically transfer funds to an account with US address.

**Hold mail address**  
Address for communication AND all mails are retained at the Bank for physical collection by a representative of the customer.

**Substantial Presence Test**  
You will be considered a United States resident for tax purposes if you meet the substantial presence test for the calendar year. To meet this test, you must be physically present in the United States (U.S.) on at least:

- 31 days during the current year, and
- 183 days during the 3-year period that includes the current year and the 2 years immediately before that, counting:
- All the days you were present in the current year, and
- 1/3 of the days you were present in the first year before the current year, and
- 1/6 of the days you were present in the second year before the current year.

**شخص من الولايات المتحدة الأمريكية**  
تعني مواطناً أمريكياً أو فرداً مقيماً، أو شراكة أو شركة منظمة في الولايات المتحدة أو بموجب قوانين الولايات المتحدة أو أي ولاية منها.

**المقيم في أمريكا**  
هو مواطن أمريكي أو شخص آخر لديه إقامة (بطاقة خضراء أو وجود جوهري) بعض النظر عن مكان إقامته جغرافياً.

**البطاقة الخضراء**  
حامل البطاقة الخضراء هو أجنبي تم منحة "امتياز الإقامة القانونية بشكل دائم في الولايات المتحدة كمهاجر وفقاً لقوانين الهجرة، مالم يتغير وضعه القانوني".

**المولود في الولايات المتحدة الأمريكية**  
يعتبر الشخص المولود في الولايات المتحدة "شخصاً أمريكياً" بموجب قانون الامتثال الضريبي للحسابات الخارجية إلا إذا تخلى الشخص رسمياً عن حقه في الجنسية الأمريكية.

**عنوان في الولايات المتحدة**  
عنوان في الولايات المتحدة الأمريكية. يُرجي ملاحظة أنه: لن يتم اعتبار العناوين الخاصة بالتسوق والشحن أو الخدمات المماثلة الأخرى التي يحتفظ بها العملاء كعنوان لهذا الغرض.

**رقم هاتف**  
رقم / أرقام الهاتف المقدم هو رقم هاتف أمريكي.

**تعليمات دائمة**  
تعليمات دائمة لتحويل الأموال بشكل دوري إلى حساب عنوانه في الولايات المتحدة الأمريكية.

**عنوان بريد حافظ**  
عنوان الاتصال وجميع رسائل البريد يُحتفظ بها في البنك ليحصل عليها شخصياً ممثل العميل.

**اختيار التواجد الجوهري**  
سيتم اعتبارك مقيماً في الولايات المتحدة الأمريكية للأغراض الضريبية إذا كنت تستوفي اختبار الحضور الجوهري للسنة التقويمية. للوفاء بهذا الاختبار، يجب أن تكون متواجداً فعلياً في الولايات المتحدة الأمريكية على الأقل وفقاً للتالي:

- ٣١ يوماً خلال السنة الحالية، و
- ١٨٣ يوماً خلال فترة الثلاث سنوات التي تشمل السنة الحالية والسنتين السابقتين مباشرة قبلها، مع احتساب:
- جميع الأيام التي كنت فيها متواجداً في السنة الحالية، و
- ١/٣ من الأيام كنت متواجداً في السنة الأولى قبل العام الحالي، و
- ١/٦ من الأيام التي كنت فيها متواجداً في السنة الثانية قبل العام الحالي.

Common Reporting Standards (CRS) Definitions	تعريفات المعيار المشترك عن الإبلاغ
<p><b>Tax Residency</b> Tax residency is the country where you are resident/registered for tax purposes. Each country has its own rules for defining tax residence. For more information on tax residence, please consult your tax advisor or check the OECD information readily available on the internet.</p>	<p><b>الإقامة الضريبية</b> الإقامة الضريبية هي البلد الذي تقيم فيه / مسجل للأغراض الضريبية. ولكل بلد قواعده الخاصة لتحديد الإقامة الضريبية. لمزيد من المعلومات عن الإقامة الضريبية، يرجى استشارة مستشارك الضريبي أو الاطلاع على المعلومات المتاحة في بوابة التبادل التلقائي لمنظمة التعاون الاقتصادي والتنمية عبر الشبكة.</p>
<p><b>Tax Information Number</b> A Taxpayer Identification / Information Number (TIN) is a unique combination of letters or numbers assigned to the person or you/your entity. Some countries do not issue a TIN, but may rely on other issued numbers such as social security/insurance numbers or company registration numbers for entities. You may need to provide these if requested. The OECD has published a list of the acceptable Taxpayer Identification Number (TIN) formats and their alternatives.</p>	<p><b>رقم التعريف الضريبي</b> رقم تعريف شخصي / رقم تعريف دافع الضرائب هو مزيج فريد من الأحرف أو الأرقام المخصصة للشخص أو الكيان. بعض البلدان لا تصدر رقم تعريف ضريبي، ولكنها قد تعتمد على أرقام أخرى صادرة مثل أرقام الضمان الاجتماعي أو التأمين. قد تحتاج إلى تقديمها إذا طلب منك ذلك. وقد نشرت منظمة التعاون الاقتصادي والتنمية مجموعة نماذج تساعد في تحديد هوية دافع الضرائب المقبولة وبدائلها.</p>
<p><b>Self-Certification Forms</b> A completed self-certification form is used to confirm your tax residency status under the CRS.</p>	<p><b>نماذج الشهادة الذاتية</b> يستخدم نموذج الشهادة الذاتية المكتمل لتأكيد حالة إقامتك الضريبية بموجب معيار الإبلاغ المشترك.</p>

III: Information of the Primary Authorized Signatory and Copy of his ID Card						
1. Information						
Job Title with the Enterprise						
Personal Information						
Full name in Arabic:						
Full Name in English:						
Gender	<input type="checkbox"/> Male		<input type="checkbox"/> Female			
Nationality:						
Date of Birth:	..... / ..... / ..... H			..... / ..... / ..... G		
Place of Birth:						
Personal Identification Data <sup>(15)</sup>						
ID Type:	<input type="checkbox"/> National ID		<input type="checkbox"/> Resident ID			
ID Number:						
Place of Issue:						
Expiration Date:	..... / ..... / ..... H			..... / ..... / ..... G		
Contact Information						
National Address <sup>(16)</sup> :	Building Number	Street	District	City	Postal Code	Additional No.
Mobile Phone Number: <sup>(17)</sup>						
Home Phone Number : <sup>(18)</sup>						
E-mail Address : <sup>(19)</sup>						
Miscellaneous Questions						
Are you a disabled person? If the answer is (yes), please state the type of disability (hearing / vision / movement...)	<input type="checkbox"/> Yes (if Yes please specify) .....			<input type="checkbox"/> No		

(15) As stated in the ID card.

(16) As registered with the Saudi Post Company.

(17) If any.

(18) If any.

(19) If any.

## 2. Copy of ID Card

Copy of ID Card

ID Card#										
----------	--	--	--	--	--	--	--	--	--	--

I, the representative of the facility (full name): ....., by virtues of (Power of Attorney/memorandum of association/partners' or Board of Directors resolution) ..... hereby agree to have my ID card photocopied for official use by the First Party, and I also testify to the validity of the information and data that I have provided, and I bear any responsibility that may result from non-disclosure of any data that need to be disclosed in the Agreement or rendered invalid. I also testify to have read, understood and accepted the terms and conditions contained in this Agreement consisting of " 34 pages ", and I agree to abide by those terms and conditions. In testimony whereof I have placed my signature hereunder.

### Signature of the Second Party

Please sign above	Please sign above (for signature matching purposes)
-------------------	---

### To be filled by representative of the First Party

Name of Representative			
<input type="checkbox"/> True copy of the ID <input type="checkbox"/> Signature Identical	Signature		
	Date		

## Annexes

### 1. Information of Additional Authorized Signatories and their Authorities

#### Corporate Job Title

#### Personal Information <sup>(20)</sup>

Full name in Arabic:						
Full Name in English:						
Gender	<input type="checkbox"/> Male			<input type="checkbox"/> Female		
Nationality:						
Date of Birth:	..... / ..... / ..... H			..... / ..... / ..... G		
Place of Birth:						

#### Personal Identification Data

ID Type:	<input type="checkbox"/> National ID			<input type="checkbox"/> Resident ID		
ID Number:						
Place of Issue:						
Expiration Date:	..... / ..... / ..... H			..... / ..... / ..... G		

#### Contact Information

National Address <sup>(21)</sup> :	Building Number	Street	District	City	Postal Code	Additional No.
Mobile Phone Number: <sup>(22)</sup>						
Home Phone Number : <sup>(23)</sup>						
E-mail Address : <sup>(24)</sup>						

#### Authorization Document

Type:	<input type="checkbox"/> Power of Attorney	<input type="checkbox"/> In-Bank Authorization	<input type="checkbox"/> Other
Date of Issue:	..... / ..... / ..... H		..... / ..... / ..... G
Expiration Date:	..... / ..... / ..... H		..... / ..... / ..... G

#### Signature Requirements

Type of Signature:	<input type="checkbox"/> Single	<input type="checkbox"/> Joint with Primary Signatory
Withdrawal Limit:	<input type="checkbox"/> Unlimited	<input type="checkbox"/> Maximum of: SAR .....

#### Miscellaneous Questions

Are you a disabled person? If the answer is (yes), please state the type of disability (hearing / vision / movement...)	<input type="checkbox"/> Yes (if Yes please specify) .....	<input type="checkbox"/> No
---	---	-----------------------------

(20) As stated in ID card.

(21) As registered with the Saudi Post.

(19) If any.

(22) If any.

(23) If any.

(24) If any.

## 2. Copy of ID Card

Copy of ID Card

ID Card#										
----------	--	--	--	--	--	--	--	--	--	--

I, the corporate authorized signatory (full name): ....., hereby agree to have my ID card photocopied for official use by the Bank, and I also testify to the validity of the information and data that I have provided, and I bear any responsibility that may result from non-disclosure of any data that need to be disclosed or rendered invalid in the Agreement. I also testify to have read, understood and accepted the terms and conditions contained in this Agreement consisting of " 34 pages ", and I agree to abide by those terms and conditions. In testimony whereof I have placed my signature hereunder.

### Signature of the Second Party

Please sign above	Please sign above (for signature matching purposes)
-------------------	---

### To be filled by representative of the First Party

Name of Representative			
<input type="checkbox"/> True copy of the ID <input type="checkbox"/> Signature Identical	Signature		
	Date		

## anb Phone Banking Terms & Conditions

**anb** ("**anb**" or the "Bank") introduced its Electronic Phone Banking Service, (the "Service") to enable account holders (the "Customers") to process their various banking transactions.

The bank is offering the Service to the Customer who desires to utilize and avail of the Service offered by the Bank.

The availability and utilization of the Service is subject to and is governed by the Terms and Conditions hereinafter set forth. In consideration for the premises and mutual covenants set forth herein, and in reliance on the application and specific representation, acknowledgements and acceptance of Applicant set forth in its Application, all of which are incorporated herein by reference as if fully set forth herein and made an integral part hereof, the Customer agrees, accepts, acknowledges and declares as follows:

### 1- Definitions:

As used in these Terms and Conditions, the following words and expressions shall have the meanings set forth respectively against each of them as follows:

- a. The "Bank" or "**anb**" shall mean **anb** (including any and/or all branches and centers throughout the Kingdom of Saudi Arabia).
  - b. "Customer" shall mean any natural or juristic entity which has entered into this Agreement with the Bank for the provision of service. After completing the required application forms and offering on the Terms and Conditions.
  - c. "**anb** Phone Banking or self-service through IVR" shall mean the Service provided by the Bank whereby the Customer by means of its own phone can access the Bank's computer system to perform the following:
    - obtain information on its account and card balances, transactions passed over such accounts or cards registered under the Bank's system,
    - execute financial transactions such as transfers, payment for utility bills and credit card payments,
    - Request account statements and checkbooks.
    - use other facilities which may be made available in the Service.
- 2- The Customer hereby acknowledges, agrees, accepts and declares that provision of the Service by the Bank is subject to the Terms and Conditions herein set forth and that the Bank, any time and from time to time, shall have the right to vary these Terms and Conditions, where such a change or amendment shall be effective 30 working days after the Bank advises the Customer.
- 3- The Customer agrees, accepts and undertakes to preserve strict confidentiality of any and all of its Service related PINs whether issued by the Bank or selected by the Customer. The Customer further agrees and undertakes to safeguard against disclosure of, or access to, the PINs by any third party, including the Customer's household and Bank staff. The Customer will not permit any illegal or unauthorized use of the Service. Should the Customer have reason to believe that their PIN is known or has been divulged to a third party, he/she agrees to notify the Bank promptly.
- 4- It is hereby understood and agreed by the Customer and the Bank that the latter shall not be liable or responsible for any loss, damage, expense or otherwise which the Customer may suffer or incur as a result of any breach of the Terms and Conditions hereof.
- 5- a. The Customer hereby authorize the Bank to rely on and act upon any instruction(s) received from the Customer which are, or appear to have been, received from the Customer using its account number and PIN.
- b. The authority given by the Customer to the Bank in (6a) herein above shall be a continuing authority for any transaction(s) effected by the Customer prior to the date of withdrawal of the authority. Withdrawal or cancellation of the authority comes into effect as of the withdrawal or cancellation date.
- c. It is hereby declared and agreed by the Customer that the Bank shall not be liable for any mistake(s), omission(s), error(s), delay(s)...etc., while acting on the instruction(s) of the Customer. Furthermore, the Bank shall not be liable to the Customer, as a result of unclarity of the instruction(s) given by the Customer to the Bank staff.
- 6- The Customer warrants that the Bank has apprised, informed and warned the Customer, and the Customer consequently acknowledges that it is fully aware, of the current technology limitations, associated restrictions and controls thereof. The Customer further acknowledges that controls and restrictions governing the use of the Service and Service availability are hinged upon scientific progress and technology advances. The Customer specifically acknowledges that it is fully aware of the restrictions and limitations governing utilization, and fully discharges the Bank from any and all claims and liabilities associated therewith or resulting from its inability to use the Service for any reason whatsoever whether in or out of the Kingdom.



- 7- The Bank does not assume nor accept any liability or responsibility for any losses, damages, costs or expenses, whether financial or information-related, which may be suffered or incurred by the Customer or any third party as a result of inaccuracy of any other functions provided by the Service.
- 8- Without prejudice to Clauses 6 & 7 above, The Bank does not assume any responsibility for any losses, damages or obligations resulting from or associated with Service unless the same are attributable to the gross negligence or willful misconduct of the Bank. The Bank will not assume any liability for any consequential losses or damages under any circumstance whatsoever.
- 9- The Bank will use its best efforts to effect and provide the service around the clock, but will not be held liable or responsible in case of failure to maintain Service availability.
- 10- The Customer declares and acknowledges that transactions processed by means of the Service shall be subject to the limits as may be imposed or established by the Bank from time to time, and shall be effective 30 working days after the Bank advises the Customer thereof, whether as a result of the Bank's internal regulations or because of controls, limits or restrictions required or imposed by any legal or regulatory authority. The Customer hereby accepts and agrees to the same.
- 11- The Bank's books, records, papers and other documents pertinent to the transaction(s) in question constitute conclusive evidence to be relied upon in judging any dispute relating to figures, data, information, facts, transactions, instructions or any other matter or difference arising between the Bank and the Customer.
- 12- The Bank reserves the right to demand written confirmation of certain transactions. The Bank is further entitled to decline instructions without stating its reasons.
- 13- The Customer agrees that the bank shall have the right to record the Customer's voice conversation when placing instructions for execution of transaction(s), and to use such recording in the resolution of any legal problem or dispute which may arise in the future.
- 14- The Customer agrees and accepts that this Agreement covers the entire relationship with the Bank with respect to the service.

The terms and conditions herein contained shall apply to all of the Customer's accounts, both existing and potential, including any joint and/or supplementary card accounts.

- 15- The Bank will debit the customer's account for the value of any transfer, settlement or any other transactions performed as per the prevailing Bank's Tariff of Charges by the use of the Service, and the customer shall in all circumstances accept full responsibility for all transactions and fees, if any, which were processed by the use of the Service and Service related TPINs, whether or not processed with the Customer's knowledge, or by his/her authorization. The Customer accepts the Bank's record as conclusive and binding for all purposes.
- 16- Customer agrees to choose a Telephone Personal Identification Number (TPIN) which does not consist of commonly used or serial or ascending or descending numbers, or numbers related to personal dates, and the like, where these figures are simple in nature and easily guessed by other people and may be used for the purposes of fraud and forgery. For more security and better protection, it is advisable that the customer chooses a TPIN that is different from the PIN of his ATM card. In addition, the Bank maintains the right to stop the TPIN of the Service if it is not used for 180 days, after three non-successful attempts to access the Service, or in the event that the Bank discovered that whoever is using the Service is not the account holder
- 17- These Terms and Conditions shall be governed and construed in accordance with the laws of the Kingdom of Saudi Arabia.

Any dispute arising out of or in connection with These Terms and Conditions, including any question regarding their interpretation or enforcement shall be referred to and exclusively resolved by the Banking Disputes Committee, located in Riyadh.

- 18- The supplementary card issued on the same account can only be used for clarifications and information through the Bank's Phone Banking Services.
- 19- Customer acknowledges the mobile number which is registered with the Bank is his/her own number, and accepts responsibility for its correctness when opening an account or when the Customer is updating his information in the future through the branch of ATM. The Customer acknowledges being informed that the authentication codes required for access to ANB Phone Banking Service to conduct transactions are sent to the mobile number he/she had registered with the Bank.
- 20- A toll-free phone line 8001244040 has been availed to help customers easily report irregular suspicious transactions or access to their data or accounts.

## anb mada Card Terms and Conditions for Establishment Only

The applicant / cardholder (hereinafter called the customer) accepts the following terms and conditions for using **anb** mada card (hereinafter called the card), issued by **anb** (hereinafter called the Bank).

- 1- The Bank provides the customer with the card to use through Ecommerce, ATM and point of sale (POS) terminals and Ecommerce. The customer chooses the Personal Identification Number (PIN) of the card noting that the card remains the property of the Bank.
- 2- Transactions conducted through digital wallets are subject to the terms and conditions of the wallet to which the card is added, in addition to the Atheer service that is less than or equal to, the limit of this service as specified by the Saudi Arabian Monetary Authority (SAMA) in the POS device. These types of transactions may require entering the password for some operations.
- 3- The customer will choose and enter the PIN for the card in any of the Bank's branches or through the bank's electronic channels - and the cardholder undertakes to preserve and not disclose the PIN to any other party whether relatives, friends or bank employees. Selecting a new PIN or replacing the card will be subject to these terms and conditions.
- 4- Online purchase service is available with the card. The cardholder can cancel the online purchase service or reactivate it through the Bank's electronic channels.
- 5- The Bank has the right to stop or cancel the card at any time if this serves and protects the interests of the customer or the Bank, provided the customer is informed.
- 6- The Bank has the right to amend the terms and conditions for using the card at any time. These amendments will not be effective and enforceable except after the lapse of (30) working days from the date on which the customer is notified of these modifications. The customer's use of the card after 30 working days is considered proof and evidence of the customer's acceptance and approval of these amendments.
- 7- The customer undertakes to destroy the card if he/she no longer needs to use it or if the Bank decides to stop it. The obligation of the cardholder herein shall cease only after paying all due transactions executed using the card.
- 8- The card is not transferable and may be used only by the customer, who must not disclose his/her Personal Identification Number (PIN) to any other person for any reason whatsoever.
- 9- The customer authorizes the Bank to renew his/her card, or issue a new one after reporting the loss/theft of the card, unless the Bank receives a written notice from the customer not to issue a new card.
- 10- Whenever the Bank issues a renewal/replacement card to the customer, the card will have the same PIN as previously used by the customer.
- 11- The customer shall notify the Bank immediately upon the loss of the primary or/and supplementary card by calling **anb** Phone Banking.  
He/she shall remain responsible for any transactions performed with his/her lost/stolen card, as if he/she had used it personally, until the Bank receives a notification to that effect.
- 12- The customer accepts and authorizes the Bank to charge his/her account for all stolen card reissuance fees according to the prevailing Bank Tariff of Charges
- 13- The Bank will debit the customer's account with any withdrawals, transfers, purchases or any other transactions performed by the use of his/her card, and the customer is in all cases fully responsible for all card transactions and accepts the Bank's record of transactions as conclusive and binding for all purposes.
- 14- The customer undertakes, whenever his/her account(s) is (are) overdrawn by the use of the card, to settle upon the Bank's request, his/her overdrawn balance in addition to any charges (charges are donated to charity). The customer also authorizes the Bank (without the Bank being bound to do so) to cover his/her overdrawn account balance by debiting any of his/her personal account(s) he/she has with any **anb** branch .
- 15- The customer undertakes to abide by the daily limit for the card, in accordance with the approved regulations. This applies for all transactions conducted using the card.
- 16- The customer declares that the Bank's records are correct, final and conclusive.
- 17- The customer acknowledges that it is his/her responsibility to contact the Bank in any of the cases below:
  - a- any error was discovered in debiting or crediting his/her account as a result of the use of card in any transaction.
  - b- If customer discovers that the card information has been leaked or stole.
- 18- The customer acknowledges that some transactions conducted after the Bank's official working hours, or during holidays, will be recorded on the next working day.

- 19- For Joint Accounts: the Bank has the right to issue separate cards for each partner to the account at the request of the partners (collectively) and they will be liable (jointly and severally) towards the Bank for any obligations that may result from the use of any these cards.
- 20- The card, including cards issued by the Bank for a joint account and any additional or replacement card requested on the joint account will be subject to these terms and conditions. The daily usage limit will be split evenly across all cards linked to one account.
- 21- The Cardholder shall be directly and fully responsible for all transactions carried out through the use of the card, in accordance with this agreement.
- 22- The customer authorizes the Bank to debit his/her account for any expenses incurred by the Bank as a result of using the card inside or outside the Kingdom of Saudi Arabia. These transaction fees will be charged based on prevailing Bank Tariff of Charges.
- 23- The customer agrees that international transactions will be charged at the prevailing Bank exchange rate and Bank Tariff of Charges on the date of the transaction.
- 24- The Bank shall not be liable for any circumstances affecting the use of the Card including but not limited to :
  - The failure of any merchant to accept or honor a Card and the manner in which the refusal to accept the Card is communicated
  - Any machine, data processing system or transaction link malfunction, strike or dispute relating to the transfer of funds, provision of information or goods or services purchased.
- 25- All amounts payable to the Bank as per these terms and conditions are exclusive of any value added tax. . If value added tax or any other tax is chargeable on the goods/services/ fees , then the customer shall pay to the Bank (in addition to and at the same time as paying the amounts payable under this agreement) an amount equal to the amount of the value added tax or any similar tax.
- 26- These terms and conditions shall be governed by and construed in accordance with the laws of the Kingdom of Saudi Arabia. Any dispute arising out of or in connection with these Terms and Conditions, including their interpretation or enforcement shall be referred to and exclusively resolved by Banking Disputes Committee, located in Riyadh.
- 27- In case of discrepancy between Arabic text and English text of these Terms and Conditions, Arabic text shall prevail.

## Check books Terms and Conditions

1. I/we undertake to handle the checkbooks with due care, and accept responsibility for any loss or damages the bank may incur as a result of any illegal and/or improper use of the checkbooks
2. I/we release the bank from any alleged claim(s) and / or damages and losses by me/us or any third party on account of the checkbooks being lost by me/us in any way whatsoever and/or for any illegal use of the checkbooks by third parties.
3. The bank is entitled to destroy checkbooks which remain uncollected within 90 days from the date of issue.
4. I/we authorize the bank to charge my/our account with it for the checkbooks issuance fees & expenses at the Saud Central Bank's officially approved tariff of banking charges.
5. Where checkbooks are collected by an authorized representative, I/we accept full liability associated with delivery of the checkbooks to the authorized representative, including usage or loss thereof, and hereby discharge the bank from any liability consequent thereupon.
6. The Customer consents to the enforcement of prescribed provisions of the law in case checkbooks are abused or misused.
7. Under all circumstance, the Customer will bear full responsibility for failure to destroy or return checkbooks to the bank when the account is closed.



## Al Arabie Business Plus Terms And Conditions Agreement

THESE BUSINESS E-BANKING TERMS AND CONDITIONS (these "Terms and Conditions") govern the use of the E-Banking Services (as defined below) offered by **anb** (together with its affiliates and branches, if any, the "Bank"). The Bank and the Customer (also referred as the "Parties" to this agreement) agree as follows:

1. **Definitions.** As used herein, the following words shall have the following meanings:

- (a) "Accounts and Facilities" means those accounts that the customer maintains with the bank and those facilities made available to the customer by the bank that are included in the customer profile and with respect to which the E-Banking Services are available.
- (b) "Account and Facilities Agreements" means the separate agreements between the Customer and the Bank that govern the terms and conditions by which an Account, a Product, a facility and/or a service will be provided by Bank.
- (c) "Site" means an Internet web site designated by Bank, through which the Customer may obtain E-Banking Services.
- (d) "Authorizer" means any person given the status of an "Authorizer" in the Customer Profile. An Authorizer may be authorized by the Customer to (1) approve (within the set authority levels) take any action that a User may take, and (2) approve use of specific Products or specific actions with respect to specific Accounts and Facilities designated in the Customer Profile. Such approval rights may be with respect to forms or instructions prepared by Users, with respect to forms or instructions partly authorized by another Authorizer, or any combination of the foregoing. Different Authorizers may be granted different authority and access rights with respect to the E-Banking Services and the Site as specified by the Customer. Unless specifically approved by the Bank, each Authorizer shall be an officer or employee of the Customer.
- (e) "Customer" means the legal entity that has entered into this Agreement with the Bank for the provision of the E-Banking Services by completing the application (including the Customer Profile) and whose application the Bank has accepted.
- (f) "Customer Profile" means the authorization form completed by the Customer and accepted by the Bank in whichever form, as revised from time to time, setting forth among other things: (i) the Customer's name, address and other required information, (ii) The Accounts and Facilities with respect to which the E-Banking services are to be made available (iii) the particular aspects of the E-Banking Services available to the Customer, (iv) the identities and user ID for the Program Administrators authorized to act on behalf of the Customer, and (v) the particular aspects of the E-Banking Services to be initially made available for access by Users and Authorizers and their level of authority with respect thereto.
- (g) "E-Banking Services" means the services provided by the Bank to the Customer, whatsoever called by the bank, via the Site, whereby the Customer may: (i) obtain information on Accounts and Facilities and view related statements and transactions, (ii) utilize Products approved for the Customer, (iii) register or amend Product-related details, (vi) order statements and cheque books and request customer services, and (vii) use other facilities which may be made available via the Site from time to time.
- (h) "Instructions" means any electronic communication, data or other transmission from the Customer (duly approved by the Authorizer) requesting that the Bank take some action in relation to an Account and/or to any E-Banking Service made available to the Customer, that is received by the Bank from the Customer via the Site in such form or format as may from time to time be specified on the Site.
- (i) "Product" means any service provided by the Bank that is then available through the EBanking Services. The products may include but are not limited to: (i) trade services including (a) the issuance of letters of credit and amendments thereof, (b) the issuance of standby letters of credit and amendments thereof, (c) advice and confirmation of letters of credit, (d) the issuance of guarantees and amendments, extensions, and cancellations thereof, and (e) acceptance of documentary discrepancies;
- (ii) the domestic or international transfer or receipt of funds between Accounts or with third parties; (iii) the initiation of bulk transfers or payment instructions, including payroll; and (iv) the sending of private messages.
- (j) "Program Administrator" means the individual(s) designated by the Customer in the Customer Profile as the Program Administrator and authorized to administer Customer's use of E-Banking Services as specified in this Agreement.
- (k) "User" means a person authorized in the Customer Profile to have limited access to the Site and limited use of the E-Banking Services on behalf of the Customer. A User may be authorized to (1) access information with respect to one or more specific Accounts and Facilities or E-Banking Services, and (2) access and complete forms, templates or instructions requesting use of specific products or specific actions with respect to specific Accounts and Facilities (but in each case subject to final approval of an Authorizer). Different Users may be granted different authority and access rights with respect to the E-Banking Services and the Site, as specified in the Customer Profile. Unless specifically approved by the Bank, each User shall be an officer or employee of the Customer.

2. **Access to E-Banking Services.** The Bank grants the Customer access to the E-Banking Services via the Site. The Customer hereby authorizes the Bank to use the Site and the E-Banking Services to provide information, receive data and to act upon the Customer's Instructions and requests.

3. **Terms Governing E-Banking Services.** Access to the Site and use of the E-Banking Services by the Customer shall be subject to and governed by the provisions of this agreement, any supplemental terms and conditions set forth on the Site, and the Account Agreements between the Bank and the Customer that relate to the E-Banking Services used by Customer.

- (a) **Account Agreements.** The Customer acknowledges that information provided and the Instructions and transactions processed by means of the E-Banking Services and the Site shall be subject to the terms, conditions, and limits set forth in the applicable Account Agreement, and such other terms, conditions or limits as may be otherwise imposed or established by the Bank from time to time, whether as a result of the Bank's internal regulations or because of controls, limits or restrictions required or imposed by any legal or regulatory authority.
- (b) **Supplemental Instructions, Terms and Conditions.** The Bank may provide the Customer with instructions or supplemental terms and conditions regarding the proper use of one or more of aspects and which are in addition to this agreement. Such instructions or supplemental terms

and conditions may be added or amended from time to time by the Bank, in its sole discretion, by posting on the Site or otherwise, and the Customer agrees to immediately comply with such amended instructions or terms and conditions. The Bank shall have no liability for the failure by the Customer to comply with such instructions or terms and conditions as amended from time to time. In the event of a conflict with this agreement, the additional instructions, terms and conditions will govern for those sections or pages of the site to which they apply.

#### 4. Persons Authorized to Act on Behalf of Customer.

- (a) **Program Administrators.** The Customer shall submit a Customer Profile to the Bank which designates one or more persons as Program Administrators, who shall be authorized to administer Customer's use of E-Banking Services.
- (b) **Authorizers.** The customer shall designate Authorizers and establish their respective levels of authority, which may be updated from time-to-time by the Customer by requesting the Bank to make such changes.
- (c) **Users.** The customer shall designate Users and establish their respective access rights, which may be updated from time-to-time by the Customer by requesting the bank to make such changes.
- (d) The submission by the Customer of a Customer Profile shall constitute a representation by the Customer that the individual(s) named therein have been granted the required authority stated therein from the Customer/Customer's board of directors or other governing body (or have been designated by an officer who has been duly authorized by the Customer's board of directors or other governing body) over the Customer's use of E-Banking Services.

#### 5. Customer Instructions for E-Banking Services.

- (a) **Form.** Instructions for E-Banking Services that the Customer is authorized to use may be given only by transmission via the Site, in the manner and form required by the Site. All Instructions must also confirm to the requirements of the applicable Account Agreement.
- (b) **Receipt.** The Bank shall be deemed to have received an Instruction only when receipt of such Instruction is acknowledged by the Site.
- (c) **Authentication.** The Customer shall do such things and provide such documents and/or information to the Bank as the Bank may require from time to time for verifying the genuineness and accuracy of Instructions or the identity of a Program Administrator, Authorizer or User.
- (d) **Reliance on Instructions.** The Bank may rely and act upon all Instructions, messages, and information received in accordance with the terms of this agreement from, or purporting or appearing to be from, the Customer. The Customer is solely responsible for ensuring the correctness of the information input into the E-Banking Services and the Site.
- (e) **Incomplete Instructions:** The Customer agrees that the Bank may (but shall not be required to) act on incomplete Instructions where, in the Bank's opinion, they contain sufficient information or details to act.
- (f) **Failure to Carry Out Instructions:** In addition to similar rights it may have under the applicable Account Agreements, if the Bank considers it advisable, the Bank may choose to not carry out or otherwise act upon any or all Instructions from a Program Administrator, Authorizer or User provided via the Site.
- (g) **Transaction Cut-off Times.** The Bank's business days are Sunday through Thursday, except such days on which banks are permitted or required to be closed in the Kingdom of Saudi Arabia. All transactions initiated through the Site after the daily cutoff time notified to the Customer may be posted on the next business day.
- (h) **Available Funds.** The Customer hereby agrees not to create any indebtedness to the Bank by using the E-Banking Services or the Site unless such indebtedness is permitted by an Account Agreement. The Customer further agrees that products (including processing of transactions using the E-Banking Services), shall not be effected unless and until the Customer has sufficient funds available pursuant to the terms of the relevant Account Agreement(s).

#### 6. Agreement to use electronic records, User IDs and passwords, and other electronic transactions.

The Customer and the Bank agree that they may use electronic documents, electronically submitted user IDs and passwords used electronically, and electronic communications in connection with E-Banking Services, transactions conducted via the Site, and Instructions and information delivered via the Site, and that such electronic records, user IDs and passwords, Vasco Tokens and communications will have the same effect and validity as if done on paper. The Customer also agrees that the Bank's records of such electronic documents, user IDs and passwords, Vasco Token and communications shall be the conclusive evidence relied upon in judging any dispute relating to the content or delivery thereof.

7. **Fees.** The Customer shall pay to the Bank an initial license fee and a monthly subscription fee for use of the E-Banking Services, in accordance with the Bank's schedule of fees and charges then prevailing. The Bank may at any time, and from time to time, upon notice to the Customer, revise such fees. Any use of the E-Banking Services after the stated commencement date of such revised fees will constitute the Customer's agreement to such change(s). The Bank will debit the monthly fee from the Account designated by the Customer for this purpose on the Client Profile. Such fees are in addition to, and not in lieu of, Bank's normal charges and fees for transactions or other services. The Customer shall pay to the Bank all other fees and other charges for products, Accounts and Facilities and other transactions in accordance with the relevant Account Agreements and any other applicable terms and conditions. All fees, charges and other sums payable by the Customer under this agreement shall be net of any deductions or withholdings of any form including any taxes. The Customer shall at all times pay such additional amount as is necessary to ensure that the Bank receives and retains (free from any liability other than tax on its own overall net income) that sum equal to what it would have received and so retained had no such deduction or withholding been required or made.

8. **Customer responsibility for hardware, software, and internet access.** The Customer is responsible, at its own expense, for obtaining, installing, maintaining, and operating all computer hardware, software, and internet access services necessary for accessing and utilizing the Site and the E-Banking Services, and for providing appropriate security with respect thereto. The Bank will not be responsible for any errors, failures, interruption or other defects from the malfunction or failure of any such hardware, software, or the Internet access services.

#### 9. Security.

- (a) **Information security.** Each party undertakes to establish and maintain commercially reasonable measures to protect the electronic information that it transmits to, or receives from, the other party, and to protect such information from unauthorized or inappropriate access, use, alteration, destruction, or loss.



- (b) **Access security.** The Customer's access to and use of the Site and the E-Banking Services is restricted to the Program Administrator(s) and designated Authorizer(s) and User(s), and the parties agree that the agreed security procedure to control access to and use of the Site and the E-Banking Services will be user IDs and passwords and, subject to the Bank's approval, may include other forms of authentication that the Bank may from time-to-time decide to utilize. The Bank will provide the Customer with user IDs for Program Administrators, Authorizers and Users, and a password associated with each user ID will be initially assigned by the Bank in accordance with procedures designated by the Bank. As soon as reasonably practicable, the Customer must change the password initially assigned by the Bank in accordance with procedures designated by the Bank.
- (c) **Customer responsibility.** The Customer agrees to protect, and to cause all Program Administrators, Users, and Authorizers to protect, the security and confidentiality of their user IDs and passwords. No person shall give or make available their password to any other person (including Customer's family members and to Bank staff), or use their user ID or password for any unauthorized and/or illegal purpose. The Customer must notify the Bank immediately, in writing or by telephone (and by facsimile as soon as is possible thereafter), if the Customer has any grounds for believing that the Site or any password, PIN or other authentication procedure has or may have been compromised, tampered with, stolen, misplaced, lost or misused, or knowledge thereof has or may have been acquired by anybody other than the intended User. Upon the notification of any of the events noted above, the Customer shall use its best efforts to comply with the Bank's instructions in enacting remedial measures and, if necessary, grant the Bank's employees, designated agents and sub contractors access to the Customer's premises and computer system. Immediately upon becoming aware of a breach of security involving a PIN or password, the Customer shall delete such PIN number or password from the system and upon receiving proper notification, the Bank shall take reasonable steps to ensure that the Site cannot be accessed by the PIN or password. The Customer acknowledges that the Bank has no means of monitoring who is actually using a user ID or password and therefore agrees that the Customer shall be solely responsible and liable for any loss, claim or other liability arising from unauthorized use or disclosure of any such user ID or password.
- (d) **Acknowledgement of general and performance risks.** Although Instructions will be encrypted and the Bank has taken other commercially reasonable efforts and measures to ensure the security and full performance of the Site, the Customer acknowledges and accepts: (i) that there are security and other limitations that are unavoidable in connection with the use of the Site and E-Banking Services and the use of the internet to communicate and effect the transactions and (ii) that the Bank cannot guarantee that the use of the Site and E-Banking Services will be free from errors, poor transmission, interruption, forgery, viruses, tampering, delays or other problems. The Customer accepts these risks and problems, and agrees that the Bank shall not be responsible for any such problem that may occur. The Customer, therefore releases the Bank from any or all losses, damage, claims and liabilities associated therewith or resulting from inability to use the services for any reasons.
10. **Availability and performance.** The Bank will use reasonable efforts to make the Site and the E-Banking Services generally available 24 hours a day, 7 days a week, except during maintenance periods or circumstances beyond the Bank's reasonable control. Likewise, the Bank will use reasonable efforts to effect any transaction(s) on the day requested by the Customer. However, the Bank will not be bound to do so, and shall not be liable for any failure to do so.
11. **Accuracy of information.** The Bank declares and the Customer hereby accepts that the Bank will use reasonable efforts to ensure that information provided through the E-Banking Services and the Site (including Accounts and Facilities, transaction information, exchange rates, and interest rates) will reflect the latest information input to the E-Banking Services or the Site, as applicable, but the Bank does not guarantee that such information will always be up-to-date or accurate. The Bank shall not be liable or responsible for any loss, damage, cost, expense whatsoever suffered or incurred by the Customer or any third party as a result of inaccurate financial or other information provided by the E-Banking Services. The Bank shall not assume any liability for consequential losses or damages under any circumstances whatsoever.
12. **No unauthorized use.** The Customer shall not engage in any unlawful, misleading, or inappropriate conduct under any circumstances, and shall use the Site and the E-Banking Services only for lawful purposes and only in accordance with this agreement and applicable law. Unauthorized use of the Site or the E-Banking Services, including without limitation unlawful use of any E-Banking Service, unauthorized entry into the Site or the Bank's systems, misuse of any user ID and password, or misuse of any information posted on the Site is strictly prohibited.
13. **Links.** The Site may contain links to web sites of third parties that are not affiliated with the Bank. These links are provided as a convenience, and the sites to which they link are not under the control of the Bank. The Bank will have no responsibility for content that is contained on or linked to by such non-Bank sites. The inclusion on the Site of a link to a third-party site does not imply an endorsement by the Bank of such site or of any products and services that may be offered on such site. The Bank disclaims liability for, and shall not in any event be responsible for, the information, products or services included or offered on any such web sites. Such web sites may utilize lesser security than the Bank and may be subject to less protective privacy restrictions.
14. **Intellectual property rights.** The Bank or its licensors own and retain all right, title and interest in and to the Site and the E-Banking Services (including, without limitation, any text, images, graphics, data, designs, computer programs, computer code, works of authorship, concepts, "look and feel", materials, methods, processes and other content and information contained therein or relating thereto) along with all proprietary rights to all of the foregoing. Such information and materials are made available only for the internal use of the Customer, and may not be otherwise copied, displayed, distributed, downloaded, disassembled, reverse engineered, modified, published, transmitted, incorporated in other products or services, or otherwise used for public or commercial purposes, without express written permission from the Bank. The Customer shall have no right or interest in any of the proprietary rights associated with any of the foregoing except as expressly granted under this agreement.
15. **Use of information.** All information submitted to the Bank via the Site or the E-Banking Services shall be the property of the Bank and the Bank shall be free to use, for any purpose, any ideas, concepts, know-how or techniques contained in such information. The Bank shall not be subject to any obligations of confidentiality regarding submitted information except as agreed by the Bank in an Account and Facilities Agreement or as otherwise specifically agreed or required by law. The Customer's data may be used or disclosed by the Bank and the Bank's E-Banking Services providers as permitted by this agreement, the relevant Account and Facilities Agreement, or any other agreement between the Customer and the Bank.
16. **Compliance with law.** Neither the E-Banking Services nor the Site are intended for use by anyone in any jurisdiction or country where such use would be contrary to local law. No solicitation is made by the Bank to use the Site or the E-Banking Services (or any related information, products or services) in any jurisdiction where it is prohibited by law.
17. **Conflicts With agreements.** Any conflicts between the terms and conditions of this agreement and the specific terms and conditions of any Account and Facilities Agreement shall be controlled by the specific terms and conditions of the Account and Facilities Agreement (except where such differences relate to the ability to access or utilize the Accounts and Facilities or products using electronic means, in which case this agreement shall control).
18. **Use of third parties, intermediaries, correspondents, and communications systems.** The Bank may use correspondents, intermediaries, and other third parties, and may select and use communications and data transmission systems and service providers, in providing the Site, effecting Customer Instructions, providing E-Banking Services and otherwise performing its obligations under this agreement. The Bank's rights under this clause shall be in addition to, and not in derogation of, any other such rights which the Bank may have under any other agreement or otherwise.
19. **Limitation/disclaimer of liability.** The Bank shall not be responsible for any loss or damage to Customer or any third party unless caused by the Bank's gross negligence or willful misconduct. In addition, except to the extent this agreement provides otherwise, the Bank shall not be liable (whether in contract or otherwise), for or in respect of any loss whatsoever arising out of this agreement or in respect of the Site or the E-Banking Services which is caused directly or indirectly by (i) any unavailability, failure, malfunction or interruption of any computer hardware, equipment or software, or of any communication or data system or equipment, (ii) any computer viruses, worms, trojan horses, or other forms of malicious software or contamination, (iii) failure of any internet service provider, (iv) any error in discrepancy in, ambiguity in, or delay in giving any instructions or information relating to the Accounts and Facilities or products, (v) any unauthorized or malicious conduct by third parties, including interception of communications, unauthorized access to the Site or the Bank's computer systems, unauthorized alteration, tampering, destruction, deciphering, or forgery of data or communications, (vi) any action taken by the Bank under Section 5(e) above, (vii) any inaccurate financial or other information on the Site, (viii) any receipt by an unauthorized person of any confidential or other information, documentation, instructions, reports or messages related to the Site, the E-Banking Services or the Customer, (ix) any act, omission or delay by the Customer (including by any Program Administrator, Authorizer or User), any correspondent, intermediary, agent, paying bank, or any third party, (x) legal restrictions or (xi) any event, act, omission, delay, casualty, or circumstance outside the Bank's reasonable control. To the extent that such liability cannot be excluded or limited under applicable law, the Bank's liability for any loss or damage in respect of the Site or the E-Banking Services, if not excluded above, shall not in any event exceed an amount equal to the Bank's monthly fee for providing the E-Banking Services to the Customer.
20. **Notices.** All notices required by this agreement shall be in writing (in either paper form or electronic form) and shall be delivered to the intended recipient by personal delivery, mail, fax, or electronic mail. Notices to the Customer shall be sent to the physical and/or electronic mail address designated for the receipt of notices as set forth in Customer Profile, as updated from time-to-time by the Customer and shall be deemed received by the Customer and effective when sent. Notices to the Bank shall be sent to the physical and/or electronic mail address designated for the receipt of notices as set forth on the Site, as updated from time-to-time by the Bank, and shall be effective when received at the Bank.
21. **Amendments to agreement.** The Bank may amend or change this agreement (including applicable fees and E-Banking Services charges) by posting notice of such changes on the Site, and/or by sending the Customer written notice of such changes by electronic mail or by regular mail. Any use of the E-Banking Services after the Bank sends a notice of change will constitute the Customer's agreement to such changes).
22. **No waiver.** The Bank shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by it. No delay or omission on the Bank's part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.
23. **Termination.**
- (a) **Site and E-Banking Services.** The Bank may modify or terminate the E-Banking Services or the Site in whole or in part at any time without prior notice. The Bank also reserves the right to limit or suspend access to the E-Banking Services or the Site at any time, either in general or with respect to any particular user ID or password.
- (b) **This agreement.** Unless otherwise required by applicable law, either party may terminate this agreement at any time by giving not less than five (5) working days written notice of such termination to the other party. The Bank may also terminate this agreement immediately (with notice delivered promptly thereafter) if the Customer violates this agreement, any supplemental terms and conditions set forth on the Site, or any of the Account and Facilities Agreements. Notwithstanding termination, the Customer shall be responsible for all transactions that are effected prior to cancellation of its user IDs and passwords, and for all transactions, obligations, costs, fees and charges incurred prior to the effective date of termination. Termination shall not affect any accrued rights or liabilities of either party.
24. **Assignment.** The Customer may not assign this agreement or its rights and obligations hereunder without the prior written consent of the Bank. The Bank may assign this agreement to any of its now-existing or future affiliates and to any person or entity that acquires the Bank or substantially all of its assets. The Bank may also assign or delegate all or part of its rights and responsibilities under this agreement to independent contractors or other third parties.
25. **Governing law.** This agreement shall be governed by and interpreted in accordance with the laws and regulations prevailing in the Kingdom of Saudi Arabia and any dispute, difference or controversy that arises in connection herewith shall be fully and finally settled by the Saudi Central Bank Committee for Settlement of Banking Disputes.
26. **Severability.** The invalidity, illegality or unenforceability of any provision of this agreement shall in no way affect the validity, legality or enforceability of any other provision.
- IN WITNESS WHEREOF,** the Customer has caused these Business E-Banking Terms and Conditions to be accepted and executed by its duly authorized representative name below.