

Corporate / Government / SME Form

نموذج الشركات/المؤسسات الصغيرة والمتوسطة /
الجهات الحكومية

Date / /

التاريخ: / /

Company Information

معلومات الشركة

اسم الشركة/المنظمة
:Company/organization name

Please insert the company name as you would like it to appear on the Card (max. of 20 letters and spaces)

يرجى كتابة اسم الشركة كما ترغب أن يظهر في البطاقة (بحد أقصى 20 حرفاً ومسافة)

First Authorized Person Details

الشخص المفوض الأول بالتوقيع

العائلة Family Name	الاسم الأوسط Middle Name	الاسم الأول First Name
	رقم الهوية/إقامة .ID/Iqama No	المسمى الوظيفي Job Title
البريد الإلكتروني Email	هاتف المكتب Office phone	جوال Mobile

Second Authorized Person Details

الشخص المفوض الثاني بالتوقيع

العائلة Family Name	الاسم الأوسط Middle Name	الاسم الأول First Name
	رقم الهوية/إقامة .ID/Iqama No	المسمى الوظيفي Job Title
البريد الإلكتروني Email	هاتف المكتب Office phone	جوال Mobile

Business Address

عنوان العمل

عنوان الشركة Company Address	اسم الشركة Company Name
الرمز البريدي Zip Code	رقم المبنى .Building No
البريد الإلكتروني Email	شارع Street
تاريخ الانتهاء Expiry Date	رقم السجل التجاري CR Number

Account Bank Number

رقم الحساب البنكي

بالأرقام In Number	بالأرقام In Number	الحد الائتماني Credit Limit
بالأرقام In Words	بالأرقام In Number	الحد الائتماني Credit Limit

A. Credit Card Fees & Charges Tableأ- جدول رسوم وعمولات بطاقة الائتمان

نوع البطاقةCard Product					الرسوم Conditions
بطاقة السفر المركزي Central Travel Account Card	فيزا البلاطينية ذات الحد المنخفض Platinum low limit Card	فيزا البلاطينية Platinum Card	فيزا سجننتشر Signature Visa	فيزا انفينيت Visa Infinite	
SAR 150	SAR 150	SAR 150	SAR 400	SAR 1000	البطاقة الأساسية Primary
2.25%					هامش الربح الشهري Monthly Profit Margin
لا تتجاوز رسوم السداد المتأخر مبلغ ١٠٠ ريال سعودي، على ان لا تتجاوز الرسوم المبلغ القائم المُستحق. SAR 100 not exceed the outstanding amount					رسوم التأخير بالسداد Late Payment Fee
لا تتجاوز رسوم السداد المتأخر مبلغ ١٠٠ ريال سعودي، على ان لا تتجاوز الرسوم المبلغ القائم المُستحق. SAR 100 not exceed the outstanding amount					رسوم السحب النقدي Cash Withdrawal Fee
2.70%					رسوم العمليات الدولية "International Transaction Fee" Foreign Exchange
SAR 150					رسوم البطاقة البديلة Card Replacement Fee
Free					رسوم طلب كشف حساب شهري Duplicate Statement Fee
SAR 50					طلب زيادة مؤقتة للحد الائتماني "اختياري" Temporary Line Increase Fee "Optional"
SAR 50					رسوم الاعتراض على بطاقة الائتمان (في حال كان الاعتراض خاطئ) Credit card dispute fee (if wrong dispute)

إقرار الشركةDeclaration By Company

On behalf of the company

We hereby request the issuance of a Banque Saudi Fransi Corporate Card to the individual named above and certify that the named individual is an employee of the Company. We confirm that the information given in this application form is to the best of the company's knowledge true and correct. We understand and agree that the Company will jointly and severally be liable for all charges incurred on the Card issued to the Applicant. We also understand that Banque Saudi Fransi reserves the right to decline any application without giving a reason and that no correspondence will be entered into these circumstances. The Company hereby agrees to be bound by Banque Saudi Fransi Corporate cardholder agreement which will accompany the Card when issued upon its approval by Banque Saudi Fransi . It is essential that the form is counter-signed by an authorized signatory.

We hereby agree to provide Banque Saudi Fransi with any information that is required for establishing and/or administering our accounts and facilities with Banque Saudi Fransi and we authorize Banque Saudi Fransi to obtain and collect information as deemed necessary or in regard of us, our accounts and facilities with Banque Saudi Fransi from the Saudi Credit Bureau (SIMAH) and to disclose that information to SIMAH or to other agency approved by Saudi Arabia Monetary agency (SAMA).

نيابة عن الشركة

نرجوا اصدار بطاقة الشركات من البنك السعودي الفرنسي للموظف المذكور اسمه أعلاه ونشهد أن الشخص المذكور موظف في الشركة. نؤكد أن المعلومات الواردة في نموذج الطلب هذا حسب علم الشركة صحيحة. نقر ونوافق بأن الشركة ستتحمل بشكل مشترك ومنفرد جميع الرسوم المستحقة على البطاقة التي تُصدر لمقدم الطلب. نقر بأنه يحق للبنك السعودي الفرنسي رفض أي طلب بدون ذكر أسباب ولن يكون هناك اخطار في هذه الحالة. نوافق الشركة على أن نلتزم باتفاقية حامل بطاقة الشركات من البنك السعودي الفرنسي التي ستصاحب اصدار البطاقة بناء على موافقة البنك السعودي الفرنسي. انه من الضروري أن يكون النموذج موقع توقيع تنائي من المفوض بالتوقيع.

نوافق على تزويد البنك السعودي الفرنسي بأي معلومات مطلوبة لإنشاء و/أو ادارة حساباتنا والتسهيلات الخاصة بنا لدى البنك السعودي الفرنسي. ونفوض البنك السعودي الفرنسي للحصول على المعلومات حسب الضرورة أو فيما يتعلق بنا وبحساباتنا والتسهيلات الخاصة بنا من الشركة السعودية للمعلومات الائتمانية(سمه) والافصاح عن تلك المعلومات لسمه أو أي هيئة أخرى معتمدة من مؤسسة النقد العربي السعودي.

التوقيع Signature		اسم الشخص المفوض الأول بالتوقيع First Name of Authorized Signature
التوقيع Signature		اسم الشخص المفوض الثاني بالتوقيع Second Name of Authorized Signature

الرقم الوظيفي لمدير الحساب RO staff Number		التاريخ Date
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Terms and Conditions of Islamic Credit Cards:

Visa credit cards issued by Banque Saudi Fransi are subject to the terms and conditions specified below. Credit card applicant is requested to accept and abide by it:

Definitions:

The following terms and expressions shall have the meanings assigned to each:

The Bank: Banque Saudi Fransi and its branches, employees, agents, officials, managers and representatives.

Company: means the authorized organization that determines which one of its employees shall obtain corporate cards.

The General Terms and Conditions: Terms and conditions of credit cards contained in this document

The Card: A corporate credit card issued by Banque Saudi Fransi.

The Cardholder: The person who is nominated by the company to receive the corporate card and the card will be issued under his/her name.

The Card Account: A separate account from other account/s of the company with the Bank, in which details of the transactions carried out on the card by cardholder are recorded and other card restrictions related to the charges.

Fees: The fees as stated in the schedule of charges and Initial Disclosure document.

The Card Transaction(s): Any transaction executed using the Card, such as cash withdrawals, purchases via point-of-sale terminals or e-commerce (contact and contactless) and payment charges prescribed by the Bank.

Cash Withdrawals: The cash amount received by the Cardholder from the Bank using an ATM or directly receiving the cash from the Bank or an amount transferred into the Cardholder's current/savings account.

Credit Limit: The maximum amount allowed for the cardholder to accrue as result of all transactions charged to the card account, expenses, fees and other charges resulted thereto. Such limit may only be increased after a formal request from the company.

Account Statement: a statement of account that is issued by the bank to the company. It contains all entries and transactions carried out by the employee on his card. The amount of the debt and the payment methods. This statement of account shall be considered as accurate and acceptable

by the company unless otherwise the bank receives a written objection whereof within thirty (30) days from the issuance date of the respective statement of account. The monthly statement will be sent to the company by mail or any other accredited correspondence at least 21 days prior due date.

1. General Terms:

- A. The bank must encourage customers to read the contracts and their appendices, the initial disclosure form, terms and conditions, documents, and any other document that requires the customer's approval or signature, and verify their awareness and understanding of their content. In addition, the bank should provide the updated terms and conditions through its electronic channels.
- B. The Bank reserves the right to accept or reject any credit card application.
- C. In case the credit card application is rejected, the applicant will receive a notice showing the reason for rejection within 5 business days.
- D. If the application is accepted, the Cardholder can receive his/her card through one of the Bank branches or through courier, provided that this is determined in advance by the applicant in the application form.
- E. The credit limit assigned to the card will be determined in accordance to the credit policy of the applicant in the Bank and in general assignment of limit will be subject to the discretion of the Bank. The credit card limit will be disclosed in the document that accompanies the approved card or within the first account statement issuance.
- F. The Bank may issue, if it accepts the application, a card type of its own choice irrespective of what the Company has asked for and assign the credit limit it deems fit.
- G. All credit cards are a property of the bank and the bank may decide to withdraw the card(s) at any time or block or discontinue/cancel the service without any prior notice in order to protect the interests of the Cardholder, the company and/or the bank.
- H. After receiving the card, Cardholder shall sign in the space dedicated for this purpose on the back of the card. Cardholder shall activate the card by calling the Bank toll free telephone directly or through one of the Bank branches or through any of the electronic channels of the Bank such as FransiPlus, FransiMobile or through the ATM or any other mode the Bank may introduce.

- I. The validity of the Card shall be four (4) years from the date of issuance and automatically renewably as long as the company continues to pay. However, in case of the company desire not to renew the card, it shall notify the bank within (30) days prior to the date of its expiry.
- J. The Bank shall collect the necessary charges. The Company has the right to accept or reject the renewed Card, the Company will be considered accepting the renewed Card if activate the Card or did not object to the renewal within fourteen (14) days.
- K. The Company assumes full responsibility for the obligations arising throughout the term of using the card. The Company shall pay immediately the principal amounts, service charges, and any other fees, penalties, and exchange rates levied by the Bank or Visa or any other entity which are according to the Terms and Conditions due to the Bank.
- L. The additional product features and benefits may be changed from time to time without any prior notification, and these include those provided by Visa as well.
- M. The Bank is not liable for any misuse or mismanagement of products and services offered to a Company by the Bank.
- N. The Bank reserves the right at all times at its sole discretion to change and amend the general terms and conditions and the effective date of implementation of the change/amendment in terms and conditions will be after thirty (30) days starting from the date of communicating such change/amendment to the customer/cardholder via any guaranteed method of communication. The company may cancel and close the Card(s) provided that such cancellation/closure will be made by via any guaranteed method of communication within fourteen (14) days of receipt of the change notice, in this case all amounts due to the Bank and other liabilities of the Cardholder will be settled.
- O. The parties agreed to conclude this agreement in accordance with the principles of Islamic law.
- P. Benefits and Services: There may be offer benefits and services which are provided through Visa. These are provided by the Bank on a best effort basis and may be subject to specific conditions laid out by Visa. The Bank is neither liable nor responsible for the quality or availability of these services. The Company is responsible for all concierge and third-party authorization provided and requested to service provider.

Terms and Conditions of Islamic Credit

2. Reoccurring payment And Digital Wallets:

Stopping the plastic card does not mean stopping the customer use of the Reoccurring payment service and the transaction related to the Digital Wallets (example: Apple Pay, Mada Pay) as the cardholder will be able to pay with it. In case the cardholder wants to stop this function, then the cardholder must notify and raise a request via the bank contact center.

3. Credit Limit/Purchase Level:

- A. Cardholder may not exceed the credit limit.
- B. If a transaction is performed and the transaction amount exceeds the credit limit, the Bank is not liable to approve the transaction. However, the Cardholder agrees that the Bank may approve such transactions. In addition, the Company will be responsible for any surplus amount, in addition to any other amounts accrued due to the fees mentioned in the Initial Disclosure Document.
- C. If the service charges and fees applied to the overall balance add up to beyond the credit limit assigned, or in the case of offline/late presentment/force transactions, the delayed transaction may cause the account to go over limit. Therefore, it is the responsibility of the Cardholder to ensure that he/she does not exceed the credit limit.
- D. In the event the company or cardholder exceeds the credit limit, the Bank at its discretion may suspend the card. The Bank may in accordance with the credit rating of the Cardholder and/or the company, accept or refuse to increase the Credit Limit of the services required.
- E. In all cases of exceeding the credit limit, the over limit amount is payable immediately, along with the minimum amount due and overdue amount, if any.
- F. Cardholder may request for a Credit Limit increase which the Bank may allow/reject at its own discretion and Such limit may only be increased after a formal request from the company
- G. The Bank has the right to at any time to reduce the Credit Limit of the Card without prior notice to the Cardholder and will not increase Credit Limit unless an authenticated request is submitted by The Company.

4. Fees: (For applicable Fees, please refer to Initial Disclosure Document)

- A. The bank should not charge the annual fees for credit cards until they are activated by the customer, and the issuing entity “The bank” has the right to cancel the card if it is not activated within 90 days from the date of issuance.
- B. Annual fees are charged upon issuance of the Card for the first time and every year upon renewal.
- C. Annual fees are charged to the Company in a month chosen by the Bank, and the Company may not reclaim those fees even if the Card is cancelled and account is closed before expiry.
- D. Monthly profit margin will be charged to the unpaid outstanding balance of the Credit Card and it will be payable by the Company.
- E. **To avoid monthly profit margin, the outstanding balance shall be fully paid and received by the Bank before the payment due date as shown in the statement of account.**
- F. Value Added Tax: VAT shall be added at the current applicable fees as amended from time to time, such tax shall be borne by the Company in accordance with applicable rules and regulations.

5. Cash Withdrawals: Withdrawals are limited to 30% of the Cardholder's Credit Limit, the cash advance fee will be calculated for each cash withdrawal transaction as per the Initial Disclosure Document. The Bank may set a maximum daily limit of five thousand riyals (SAR 5,000) for cash withdrawal transactions.

6. Card Fraud & Unauthorized Transactions:

- A. In case of any fraudulent or unauthorized transactions on the Card, Cardholder must immediately contact and notify the Bank about such transactions whether inside or outside the Kingdom of Saudi Arabia. Contact details are available on the back of the Card or the Bank's website.
- B. The Company will be liable and responsible for any negligence or delay by the cardholder in reporting any fraud or unauthorized transactions on the Card. It is the exclusive responsibility of the Cardholder to safeguard his/her card details and PIN and not disclose it to anyone. In case of any willful disclosure of such confidential information, the

Company will be liable for any fraud transaction as a result of this disclosure.

- C. The Cardholder should register and ensure he/she is receiving all SMS alerts on the registered mobile number for any transactions on the Card and it is the sole responsibility of the Cardholder to carry his/her mobile phone at all times in order to receive the SMS alerts and inform the bank in case of any change in mobile number.
- D. The Company will not be financially responsible for any further fraudulent or unauthorized transaction on the Card after he/she has reported the fraudulent/unauthorized transaction to the Bank.
- E. The burden of proof for a fraudulent /unauthorized transaction will remain on the Company and the Cardholder disputing such transactions and all necessary documentation for this purpose such as customer dispute form, passport copy, or any other ID document will have to be provided to the Bank for speedy resolution of the dispute.
- F. The Bank will credit the Card Account after satisfying the legitimacy of the dispute and receipt of the required documentation.
- G. Although the Bank will make efforts to contact the Cardholder in case of a suspected fraudulent/unauthorized transaction, the Bank reserves the right to block the Card without waiting for Cardholder's confirmation/consent to protect the Company and Bank from any loss, and then inform the customer.

7. Statement & Payments:

- A. If the Company decides not to pay the total outstanding balance, the Company will pay no less than the minimum amount due shown in the card statement (5% minimum amount due). The Company shall, in all cases, make sure that the Bank has received the payment through a cheque before no less than four business days (excluding Fridays and Saturdays) of the due date, to ensure that the Bank has received the due amount on or before date of maturity, bearing in mind the period required for collecting the cheque value as no amount will be registered in account till the required amount is received. In all the cases, the payment (including all means of payments such as online payment, SADAD if/and when available, SARIE if/when available, cash, etc...) amount should be credited to the credit card account by or on the

payment due date so that service charges and other associated charges such as the late payment fees, and not limited to it, is applied.

- B. The minimum payment amount on the credit card is 5% of the total outstanding amount or SAR100. If the actual amount to be payable is less than SAR 100, then that amount will be collected.

Example 1: Total outstanding amount is SAR 10,000 and the Minimum Payment is 5%, i.e., $\text{SAR } 10,000 \times 5\% = \text{SAR } 500$. Hence Minimum Payment = SAR 500.

Example 2: Total outstanding amount is SAR 1,500 and the Minimum Payment is 5%, i.e., $\text{SAR } 1,500 \times 5\% = \text{SAR } 75$. Hence Minimum Payment = SAR 100

- C. Statement of account stating all transactions executed and posted to the Card Account including fees & charges will be generated on monthly basis and will be provided to the Company or the Cardholder through electronic means or by any other means that may be selected by the Bank on regular basis at least three weeks before the due date.
- D. If the Company or the Cardholder requires a paper-based statement, they may request the Bank and the Bank shall mail it to the provided address. The Bank will not be held liable for any delay regarding the ordinary mail service or any other means selected by the Bank or for non-receipt of the Account Statement by the Company or the Cardholder.
- E. The Bank will generate monthly statements on the 3rd of every month (Gregorian calendar) or any other day the bank deems fit; the Company or the Cardholder can choose any of the above dates of his choice. The Bank, however, has the right to change one or all dates at its discretion. The Company or the Cardholder will get a grace period of approximately twenty-one (21) days from the statement generation date to either pay in full or the minimum payment of 5% of the outstanding balance.
- F. The Account Statement will be considered correct and binding on the Company or Cardholder, and in case of any objection/dispute, the Company or the Cardholder must notify the Bank of such objection within thirty (30) days from the date of issuing the Account Statement. If no objection/dispute is received from the Company or the Cardholder within the prescribed period, they shall be deemed to be in agreement of the Account Statement and no objection will be accepted later.

- G. If the full balance is not repaid by the payment due date, service charges/commission will accrue on the outstanding balance at an Annual Rate applicable, calculated on daily basis from the transaction date up to the date when full repayment is credited to the Credit Card Account.

Example:

Transaction date: 18/12/2018

Statement date: 10/01/2019

Outstanding amount: SAR 2,000

Number of days: 23 days

Services Charges or Commission: (SAR 2,000 X 27%* X 23) Divided by **360 days = SAR 34.50

*27% is the indicative annual percentage rate used only for illustrative purpose.

** Interest is based on twelve 30-day months.

- H. If the Cardholder deposits the minimum payment due or full outstanding balance after the due date mentioned on the monthly statement, the Company will be charged with a Late Payment Fee applicable, and shared in the latest Initial Disclosure Document. Late Payment fee collected will be disbursed in charity after the deduction of the actual collection expenses (if any). And in case of no payment made within consecutive 3 months, following will take place:
- Card account will be blocked and reported in SIMAH accordingly
 - Contacting the Company within this period to discuss repayment and free credit advice on how to deal with financial issues
 - Work closely with the Company on settlement prior taking any legal action against the Company
 - The bank has the right to identify a third party in relations to collection related matter within 1 months after the 3 months period has passed including all legal and execution procedures.
- I. All Cash Withdrawal Transactions from ATM machines or by FransiPlus / FransiMobile (online banking) or by Bank branches or transfer from credit card account to current account will be charged the applicable cash advance fee on the credit limit and the service charges at the prevailing rate will be applicable from the transaction date of cash withdrawal.

- J. The Bank will report delinquent/defaulted Companies to SIMAH (Saudi Credit Bureau) as and when it requires details of the Corporate credit card account including default and outstanding/repayment amounts on the Credit Card.
- K. If the Company settles or pays the minimum amount due on or after the maturity date, the Bank will conduct a Tawaruq transaction by selling some of the goods owned by the Bank to the Company at a deferred price and then the Bank shall act as an agent for the Company to sell to a third party by Cash for its price and use it to settle the rest of the amount on the Company.
- L. If the Company pays the full amount due in or before the due date, no Tawaruq transaction will be performed.
- M. The Tawaruq transaction will appear in the next Account Statement. If the Company or Cardholder did not object to this transaction within thirty (30) days from the date of the Account Statement, the transaction is considered accepted by the Company and cardholder.
- N. If the Company or Cardholder objects to the Tawaruq transaction within thirty (30) days from the date of the Account Statement, the Bank shall review the request. If the objection is determined, the Bank shall refund the entire amount of Tawaruq and profit from the disputed transaction only.
- O. In all of the above cases, the Tawaruq transaction will be performed after the expiry of the grace period, provided that the Company is not bankrupt.
- P. If the Company fails to pay the due amount on the due date for three (3) consecutive months, the Card will be frozen and the Bank may not perform Tawaruq transactions to settle the Card.
- Q. If the Company or the Cardholder objects to any transaction after performing the Tawaruq transaction that involve the disputed amounts, then the amount of the objection that will be returned or refunded to the Card Account is equivalent to the value of the disputed transaction and the profit from it only.
- R. The Tawaruq transaction will not be performed until the Company has paid the minimum amount due, which is 5% of the total amount or one hundred (100) Saudi Riyals whichever is higher.
- S. If the Company settles or pays the minimum amount due on or after the maturity date, the Bank will conduct a Tawaruq transaction by

- selling some of the goods owned by the Bank to the Company at a deferred price and then the Bank shall act as an agent for the Company to sell to a third party, we allocate sales proceeds to pay card dues.
- T. Cardholders must not use their cards for any unlawful, illegal or immoral purposes, including the purchase of goods or services prohibited by Shari'a rules. The Card may also not be used in any purchases or services prohibited by Shari'a. In the event of such transactions, the Bank reserves the right to cancel any cards associated with the Card Account and the Company shall pay all outstanding amounts in the Card Account.
- U. The statement billing currency amount will be in Saudi Riyals; however, For Visa, all foreign currency transactions will be converted to SAR as per the prevailing exchange conversion rate by Visa on the date of the transaction made by the Cardholder. The Company would be liable for any difference of fee or currency rate when they will be posted to the Cardholder's account by the Bank. All currency exchange rates and their conversion into Saudi Riyals are based on prevailing Visa exchange rates and will attract exchange rate changes.

USD 100 transaction on POS in New York, USA.

USD 100 is converted into SAR 376.42 based on the currency conversion rate of USD 1 = SAR 3.7642

USD 100 is converted into Saudi Riyal by applying a 2.7% foreign exchange mark-up as follows:

$USD\ 100 \times 3.7642 \times 102.7\% = SAR\ 386.59$ (rounded off to the nearest higher Halalah)

USD 100 transaction on Cash in New York, USA.

USD 100 is converted into SAR 376.42 based on the currency conversion rate of USD 1 = SAR 3.7642

USD 100 is converted into Saudi Riyal by applying a 2.7% foreign exchange mark-up as follows:

$USD\ 100 \times 3.7642 \times 102.7\% = SAR\ 386.59$ (rounded off to the nearest higher Halalah)

*Cash Advance Fees will apply

8. Set-Off:

- A. The Cardholder acknowledges and agrees to authorize the Bank, without the need for prior notice, to deduct any due and payable amounts from any funds available in any account belonging to the Company with the Bank. The main account will be the Saudi Riyal account, then follows any additional Non-Saudi Riyal accounts if needed. The Bank will be entitled to utilize any collateral of the Cardholder with the Bank including any assets or invaluable materials or amounts deposited with the Bank for repayment of the indebtedness of the Company, and without the need for prior notice to the Company or the Cardholder. Also, the Bank will be entitled to seize any credit balance in any other current or saving account or any term deposit or any other amounts with the Bank, even if such amounts were not held as collaterals.
- B. In case of insufficient funds in the account/s of the Company for repaying the due and payable amounts under the Card, the Bank will levy profit margin without the need for prior authorization from the Company on the outstanding amount. It is the responsibility of the Company to maintain sufficient balance in Company account to cover the amounts due occurred through either cash advance, retail purchases, and/or service charges or any other fees that may be charged or on account of delayed advice received for offline/late presentment/force transactions.
- C. If the Company delays payment of the minimum amount due, the Bank is entitled to:
 - a. Profit margin / charge a late payment fee and cannot exceed the outstanding amount, maximum SAR 100.
 - b. Reserves the right to suspend the Card at the sole discretion of the Bank.
- D. If the Company delays payment of minimum amount due for three (3) consecutive months, this will result in the following:
 - a. Blocking of the Card, and no new Card will be issued until the entire debt is settled.
 - b. Offer the credit advisory services free of charge to the company (regarding how to deal with financial difficulties).

- c. Provide the Saudi Credit Bureau (SIMAH), or any other credit information company licensed in the Kingdom of Saudi Arabia, the name of the Company to be added to the list of defaulted and sanctioned customers. It is known that these lists are accessible by all banks operating in Saudi Arabia, and the name of the Company will not be removed from the list until all due and payable amounts are paid.
- E. The Company may repay all due amounts, full or partial, before the payment due date, and in case of amounts in excess of the due amounts, they will be added to the available balance, and the Company will not be entitled to claim any profits on such amounts.
- F. The Bank will be entitled to authorize a third party to collect the due and payable amounts, full or partial, from the Company.
- G. The Bank has the right to deduct from any other account of the Company in order to cover the outstanding amount from the Card Account. If the Company or the Cardholder objects to transaction, a fee of SAR 50 will be applied if the objection is wrong and deducted from the Card Account as shown in the Initial Disclosure Document.

9. Use of Banque Saudi Fransi Credit Cards on The Internet: The Cardholder can use his/her credit card for Internet purchase transactions using the Verified by Visa Secure Code service as applicable. To complete the transaction, a one-time password (OTP) is sent to the Cardholder's mobile number and the OTP has to be provided on the Internet screen in the required field. To receive the OTP, transaction alerts and other communication from the Bank, updating the mobile number in the Bank's record is a must. The Cardholder undertakes to take responsibility for updating the Bank records with the correct mobile number and correct address. The Bank is not responsible for the cardholder not receiving SMS messages or SMS messages transformed in transit for any reason. The cardholder is required to react immediately to any SMS message he/she notices which is not in line with the card usage or the Cardholder expectation.

10. Exchange & Taxation Restrictions: The Company promises to abide by the exchange and taxation restrictions which may be imposed as a result of the use of card, and the Company will be responsible thereof. The Bank

will also be authorized to debit all the damages, claims and expenses to which the Bank is exposed, to the account of the Company as a result of these laws, and also all the taxation, fees and expense as well as all the amounts imposed by the regulations for any transaction.

11. Cardholder Responsibilities:

- A. Cardholder will be responsible for all the transactions related to the use of his/her own card irrespective of whether it has been made through signing of a bill or providing the card number and other information pertaining to the card(s) and/or his/her personal information such as date of birth, ID/Iqama/Passport number and other sensitive information to a travel agent, hotel, car rental agency or any other establishment/entity for purpose of purchasing goods/services by request through mail or telephone or e-commerce or point-of-sale or SADAD Bill payment. The Bank, further, is not responsible for any misuse of any pieces of information shared.
- B. Any transaction executed using the Card, such as cash withdrawals, purchases via point-of-sale terminals or e-commerce (contact and contactless) and charges prescribed by the Bank.
- C. Bank will treat Cardholder's PIN as his/her authorization whenever it is used with the card. Cardholder PIN is the electronic signature and identifies the Cardholder as the authorized user of the card. Any instructions received or transactions done using the card with the PIN will have the same legal effect as if the Cardholder signed a written direction to the bank. Safeguarding the PIN is the Cardholder responsibility. The copy of the original merchant sales slip or the cash advance slip or any other draft would be considered as a sufficient proof that the transactions were performed. The Cardholder agrees that he/she will never reveal the PIN to anyone, including the company, merchants, members of the family and employees of the Bank.
- D. The Cardholder agrees that he/she will update the mobile number, address and other contact details, including e-mail address as and when there is a change. The Cardholder acknowledges that he/she understands that the mobile phone is a must to receive messages and complete certain transactions and hence the Cardholder agrees to

update the mobile number whenever there is a change. The Bank is not responsible if the Cardholder does not update the details mentioned here and loses his/her right.

- E. For certain transactions, bank may allow the Cardholder to use the card without providing the PIN. For these transactions, Cardholder will have the same responsibilities as if the Cardholder has used the card with the PIN.
- F. **The Cardholder agrees and understands that he/she will not use the Card for trading in foreign exchange, and purchasing virtual currencies.**

12. Card Loss or Theft: In case of loss or theft, the Cardholder shall notify the Bank immediately through the phone banking. The Cardholder shall be responsible for all outstanding amounts and transactions on the Card prior to the reported loss or theft of the Card.

13. Change of Address:

- A. All notices are sent to the Company or The Cardholder address shown in this application.
- B. **The Company and The Cardholder shall notify the Bank of any change in his/her address or the instructions related to sending the statements and other notices. This notice will only be valid upon receiving it by the Bank.**
- C. The last address or written instructions given to the Bank shall be considered as the mailing address of the Company and Cardholder for purpose of sending statements and notices.
- D. The Bank accepts no liability for misdirected mailings if the Company or The Cardholder has not notified the Bank in writing of a change in address.
- E. The Bank will not be held liable for any delay regarding the ordinary mail service or any other means selected by the Bank or for non-receipt of the Account Statement and notices by the Company or the Cardholder.

14. Cancellation of Card by the Company: The Company may request cancellation of the employee card at any time by notifying the Bank in writing or any authenticated channels. The company shall pay the outstanding balance and return the card to the Bank. In case of new card issuance, the

company can return the card within ten (10) days of receiving the card, without the obligation to pay any annual fees provided he/she has not activated and/or used the card for any transaction. In case the company requests a clearance letter, the clearance letter will be issued after 30 days from the date of full settlement of the entire outstanding balance on the card account and update the Cardholder's record with SIMAH within one week from the date of closing the Card Account.

15. Cancellation of Card by the Bank: The Card is owned by the Bank and it will remain so at all times. The Bank may, at its own discretion, cancel the Card and close the Card Account with 30 days' notice to the Company or the Cardholder. Upon occurrence of this cancellation, Cardholder will stop using the Card, return it to Bank, and pay the outstanding balance immediately.

16. Effect of Cancellation: All pending transactions including cash advances and purchases are due and payable immediately in full upon cancellation of the Card and closing the Card Account. The Cardholder shall be, in all cases, responsible for all the expenses and costs which the Bank may incur in collecting the amounts which are due and payable by the Company, in addition to the accumulated service fees, fees of the additional amounts and all the fees and expenses accrued subject to these terms and conditions, and The Company shall compensate the Bank for them without delay.

17. Merchant Behavior: The Bank is not responsible for a rejected transaction at the merchant level or for the goods or services which the merchant provides. The complaint of the Cardholder against the merchant will not release him/her from any obligations.

18. Re-Issue, Renewal or Replacement: The Bank may, according to its own discretion, reissue, renew or replace the card. However, the Bank has the right to check the credit standing, all financial obligations on The Company, and other relevant information before deciding to renew the card and in no way is obliged to replace the card. If the Bank agrees to replace a card, the Company will pay a re-issuance fee.

19. Authenticated communication: Any authenticated communication with Cardholder is deemed sufficient for carrying out financial transactions and the Cardholder is responsible for such transactions.

20. Bankruptcy: If the Company declares Bankruptcy the outstanding amounts shall be paid immediately.

21. Assignment: The Bank may assign all or some of its rights at any time to any other party without notification to or approval of the Company.

22. Applicable Laws: In case that the Company fails to pay the amounts payable by the Cardholder, or to fulfill the liabilities and obligations under these terms and conditions, The company will agree that the Bank may take judicial procedures with the courts, judicial committees or special courts which have authorities over the Company and/or the private properties in the Kingdom of Saudi Arabia and/or abroad.

23. Saudi Credit Bureau (SIMAH) For Credit Information System: The Company agrees that the Bank shall provide the Saudi Credit Bureau (SIMAH) or any other credit information company licensed in the Kingdom of Saudi Arabia with the information and data required by it to establish an account with the Bank and / or review and / or its administrations for the Company. If the Company fails to pay, this will negatively affect the credit history of the Company, which means that it will not be allowed in the future to obtain any facilities or finances from other Banks.

24. Clause of Illegal Transactions: The Cardholder undertakes not to use the principal issued for him/her directly or indirectly at any illegal transactions or purposes including purchase of goods, or obtaining services which are prohibited to be circulated in the Kingdom of Saudi Arabia and the place where he/she uses his/her card subject to the rules and laws effective, and those which also violate the agreement signed by him/her.

25. Invalidity: If any of these Terms and Conditions is adjudged to be invalid, void or unenforceable, the remaining Terms and Conditions will not be affected thereby. Such invalid provision may be replaced by the lawful provision that most nearly embodies the original intention of the parties as

expressed herein, and these Terms and Conditions will in any event otherwise remain valid and enforceable.

26. Indemnification: The Company shall be solely responsible for and shall defend, indemnify and hold the Bank, its affiliates and their respective employees, agents, officers, directors, and assigns harmless from and against any claims, lawsuits, judgments, losses, liabilities, expenses (including reasonable attorney's fees), costs, damages and awards (collectively "Claims") including, without limitation, Claims relating to economic loss and/or reputational loss arising out of or resulting from your failure to abide by these Terms and Conditions.

27. Termination of Service: The Bank reserves the right to cancel, without notice, any product or service offered to a Cardholder for his/her failure to abide by these Terms and Conditions, which shall be in the sole discretion of the Bank.

28. Bank Contact: Cardholder may contact the bank from landline on 8001242121 or 8001188880 and from mobile/outside the Kingdom on +966 920000576. In case of a complaint, the Cardholder may contact FransiCare Department within the Kingdom on 920000548 or from mobile/outside the Kingdom on +966 920000548.

Note: In case the Company and/or the Cardholder does not meet the Terms and Conditions of the Card, the bank will take the necessary actions that will have potential consequences on Company:

1. Cancellation/suspension of the Cards without notice from the Bank.
2. Negative impact on SIMAH record and the ability to obtain new credit facilities.
3. Practicing all legal resources/rights with escalation to appropriate Saudi judicial authorities in the event of non-payment of balance dues.
4. Increased financial burden due to commissions, fees and charges in case of paying minimum due amount every month.
5. Financial losses due to unauthorized transactions due to failure to report loss/theft of the Card promptly to the Bank.

Credit card annual fees are not calculated until the client activates the card, and the card issuer has the authority to revoke the card if this does not occur within 90 days of the card's issuance.

In addition to distributing the revised terms and conditions via the bank's electronic channels, the bank shall encourage customers to read contracts and their appendices, the initial disclosure form, the documents, the terms and conditions, and any other document that calls for the customer's approval or signature in order to confirm their knowledge and understanding of what is stated.