

IMPORTANT NOTICE

THE BASE OFFERING CIRCULAR MAY ONLY BE DISTRIBUTED TO PERSONS WHO ARE NOT U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE SECURITIES ACT) AND ARE OUTSIDE OF THE UNITED STATES.

IMPORTANT: You must read the following notice before continuing. The following notice applies to the attached base offering circular following this page (the **Base Offering Circular**), whether received by e-mail, accessed from an internet page or otherwise received as a result of electronic communication, and you are therefore advised to read this notice carefully before reading, accessing or making any other use of the Base Offering Circular. In reading, accessing or making any other use of the Base Offering Circular, you agree to be bound by the following terms and conditions and each of the restrictions set out in the Base Offering Circular, including any modifications made to them from time to time, each time you receive any information from Al Rajhi Tier 1 Sukuk Limited (the **Trustee**) and Al Rajhi Banking and Investment Corporation (the **Bank**) as a result of such access.

RESTRICTIONS: NOTHING IN THIS ELECTRONIC TRANSMISSION CONSTITUTES AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY THE CERTIFICATES IN THE UNITED STATES OR IN ANY JURISDICTION WHERE IT IS UNLAWFUL TO DO SO. ANY CERTIFICATES TO BE ISSUED HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OF THE UNITED STATES OR OTHER JURISDICTION. THE CERTIFICATES MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED DIRECTLY OR INDIRECTLY WITHIN THE UNITED STATES OR TO, OR FOR, THE ACCOUNT OR BENEFIT OF U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT (**REGULATION S**)) EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT IS AVAILABLE AND IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES.

THE SECURITIES DESCRIBED IN THE BASE OFFERING CIRCULAR DO NOT CONSTITUTE "ALTERNATIVE FINANCE INVESTMENT BONDS" (**AFIBS**) WITHIN THE MEANING OF ARTICLE 77A OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (REGULATED ACTIVITIES) ORDER 2001 (SI 2001/544), AS AMENDED, AND THEREFORE WILL REPRESENT INTERESTS IN A COLLECTIVE INVESTMENT SCHEME (AS DEFINED IN THE FINANCIAL SERVICES AND MARKETS ACT 2000, AS AMENDED (**THE FSMA**)) WHICH HAS NOT BEEN AUTHORISED, RECOGNISED OR OTHERWISE APPROVED BY THE UK FINANCIAL CONDUCT AUTHORITY. ACCORDINGLY, THE BASE OFFERING CIRCULAR IS NOT BEING DISTRIBUTED TO, AND MUST NOT BE PASSED ON TO, THE GENERAL PUBLIC IN THE UNITED KINGDOM (**THE UK**).

THE DISTRIBUTION IN THE UK OF THE BASE OFFERING CIRCULAR, ANY PRICING SUPPLEMENT (AS DEFINED HEREIN) AND ANY OTHER MARKETING MATERIALS RELATING TO THE SECURITIES IS BEING ADDRESSED TO, OR DIRECTED AT: (A) IF THE DISTRIBUTION OF THE SECURITIES IS BEING EFFECTED BY A PERSON WHO IS NOT AN AUTHORISED PERSON UNDER THE FSMA, ONLY THE FOLLOWING PERSONS: (I) PERSONS WHO ARE INVESTMENT PROFESSIONALS AS DEFINED IN ARTICLE 19(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005 (**THE FINANCIAL PROMOTION ORDER**); (II) PERSONS FALLING WITHIN ANY OF THE CATEGORIES OF PERSONS DESCRIBED IN ARTICLE 49 (HIGH NET WORTH COMPANIES, UNINCORPORATED ASSOCIATIONS, ETC.) OF THE FINANCIAL PROMOTION

ORDER; AND (III) ANY OTHER PERSON TO WHOM IT MAY OTHERWISE LAWFULLY BE MADE IN ACCORDANCE WITH THE FINANCIAL PROMOTION ORDER; AND (B) IF THE DISTRIBUTION IS EFFECTED BY A PERSON WHO IS AN AUTHORISED PERSON UNDER THE FSMA, ONLY THE FOLLOWING PERSONS: (I) PERSONS FALLING WITHIN ONE OF THE CATEGORIES OF INVESTMENT PROFESSIONAL AS DEFINED IN ARTICLE 14(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (PROMOTION OF COLLECTIVE INVESTMENT SCHEMES) (EXEMPTIONS) ORDER 2001 (THE **PROMOTION OF CISS ORDER**); (II) PERSONS FALLING WITHIN ANY OF THE CATEGORIES OF A PERSON DESCRIBED IN ARTICLE 22 (HIGH NET WORTH COMPANIES, UNINCORPORATED ASSOCIATIONS, ETC.) OF THE PROMOTION OF CISS ORDER; AND (III) ANY OTHER PERSON TO WHOM IT MAY OTHERWISE LAWFULLY BE PROMOTED (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS RELEVANT PERSONS).

FOR A MORE COMPLETE DESCRIPTION OF RESTRICTIONS ON OFFERS AND SALES, SEE "*SUBSCRIPTION AND SALE*".

The Base Offering Circular must not be acted on or relied on (i) in the UK, by persons who are not Relevant Persons, and (ii) in any member state of the European Economic Area, by persons who are not qualified investors (as defined in Regulation (EU) 2017/1129 (as amended)). Any investment or investment activity to which the Base Offering Circular relates is available only to (i) in the UK, Relevant Persons, and (ii) in any member state of the EEA, qualified investors, and will be engaged in only with such persons.

CONFIRMATION OF YOUR REPRESENTATION: In order to be eligible to view the Base Offering Circular or make an investment decision with respect to the Certificates described therein, (1) each prospective investor in respect of the Certificates being offered outside of the United States in an offshore transaction pursuant to Regulation S must be a non-U.S. person (as defined in Regulation S) and outside of the United States and (2) each prospective investor in respect of the securities being offered in the UK must be a Relevant Person. By accepting this e-mail and accessing, reading or making any other use of the Base Offering Circular, you shall be deemed to have represented to the Dealers (as defined in the Base Offering Circular) that (1) you have understood and agree to the terms set out herein, (2) you are a non-U.S. person (within the meaning of Regulation S) and are outside the United States, and are not acting for the account or benefit of any U.S. person, and the electronic mail (or e-mail) address to which, pursuant to your request, the attached Base Offering Circular has been delivered by electronic transmission is not located in the United States, its territories and possessions or in any State of the United States or the District of Columbia (3) in respect of the Certificates being offered in the UK, you are (or the person you represent is) a Relevant Person, (4) you consent to delivery by electronic transmission, (5) you will not transmit the Base Offering Circular (or any copy of it or part thereof) or disclose, whether orally or in writing, any of its contents to any other person except with the consent of the Dealers and (6) you acknowledge that you will make your own assessment regarding any legal, taxation or other economic considerations with respect to your decision to subscribe for or purchase of any of the Certificates.

The Base Offering Circular may not be distributed in the Kingdom of Saudi Arabia (the **Kingdom or Saudi Arabia**) except to such persons as are permitted under the Rules on the Offer of Securities and Continuing Obligations as issued by the Board of the Capital Market Authority (the **CMA**) pursuant to its resolution number 3-123-2017 dated 9/4/1439H (corresponding to 27 December 2017), as amended by its resolution number 3-6-2024 dated 5/7/1445H (corresponding to 17 January 2024) and as further amended from time to time (the **Rules on the Offer of Securities and Continuing Obligations**).

The CMA does not make any representation as to the accuracy or completeness of the Base Offering Circular, and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of the Base Offering Circular. Prospective purchasers of the Certificates offered

hereby should conduct their own due diligence on the accuracy of the information relating to the Certificates. If you do not understand the contents of the Base Offering Circular you should consult an authorised financial adviser.

The Saudi Central Bank does not make any representation as to the accuracy or completeness of the Base Offering Circular, and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of the Base Offering Circular. In particular, prospective purchasers of the Certificates agree and acknowledge that the Saudi Central Bank assumes no liability whatsoever to any purchaser of the Certificates for any loss arising from, or incurred as a result of, the occurrence of a Non-Viability Event. See *"Risk Factors – The circumstances triggering a Write-down are unpredictable and Certificateholders may suffer losses in respect of their holding of the Certificates ahead of, and without, any losses being required to be borne by the Bank's shareholders"* and *"Risk Factors – Certificateholders' right to receive payment of the face amount of the Certificates and the Certificateholders' right to any profit will be permanently cancelled or permanently Written-down (in whole or in part) upon the occurrence of a Non-Viability Event"*). If you do not understand the contents of the Base Offering Circular, you should consult an authorised financial adviser.

You are reminded that the Base Offering Circular has been delivered to you on the basis that you are a person into whose possession the Base Offering Circular may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located and you may not, nor are you authorised, to deliver or disclose the contents of the Base Offering Circular, electronically or otherwise, to any other person and in particular to any U.S. address. Failure to comply with this directive may result in a violation of the Securities Act or the applicable laws of other jurisdictions.

If you received the Base Offering Circular by e-mail, you should not reply by e-mail to this announcement. Any reply e-mail communications, including those you generate by using the **Reply** function on your e-mail software, will be ignored or rejected. If you receive the Base Offering Circular by e-mail, your use of this e-mail is at your own risk and it is your responsibility to take precautions to ensure that it is free from viruses and other items of a destructive nature.

The materials relating to the offering do not constitute, and may not be used in connection with, an offer or solicitation in any place where such offers or solicitations are not permitted by law. If a jurisdiction requires that the offering be made by a licenced broker or dealer and a Dealer or any affiliate of the relevant Dealer is a licenced broker or dealer in that jurisdiction, the offering shall be deemed to be made by the relevant Dealer or such affiliate on behalf of the Trustee and the Bank in such jurisdiction.

Under no circumstances shall the Base Offering Circular constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful. Recipients of the attached Base Offering Circular who intend to subscribe for or purchase the Certificates are reminded that any subscription or purchase may only be made on the basis of the information contained in the final Base Offering Circular.

None of the Arrangers, the Dealers or any of their respective affiliates accepts any responsibility whatsoever for the contents of the Base Offering Circular or for any statement made or purported to be made by any of them, or on their behalf, in connection with the Trustee or any offer.

The Base Offering Circular has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission and consequently none of the Arrangers, the Dealers, the Trustee, the Bank nor any person who controls or is a director, officer, employee or agent of any Arranger, Dealer, the Trustee, the Bank nor any affiliate of any such person accepts any liability or responsibility whatsoever in respect of any difference between the Base Offering Circular distributed to you in electronic format and the hard copy version available to you on request from each Dealer.

None of the Arrangers or the Dealers make any representation as to the suitability of any Certificates to fulfil any sustainability criteria of prospective investors or to fulfil any green, social, environmental or sustainability criteria or labels (including in relation to Regulation (EU) 2020/852 on the establishment of a framework to facilitate sustainable investment and any related technical screening criteria, Regulation (EU) 2023/2631 on European Green Bonds and optional disclosures for bonds marketed as environmentally sustainable and for sustainability-linked bonds which entered into force on 20 December 2023 and is expected to become applicable from 21 December 2024, Regulation (EU) 2019/2088 on sustainability-related disclosures in the financial services sector and any implementing legislation and guidelines, or any similar legislation in the UK or any requirements of such criteria and/or labels as they may evolve from time to time). None of the Arrangers, the Dealers or any of their respective affiliates have undertaken, nor are they responsible for (1) any assessment of the sustainable projects; (2) any verification as to whether the projects meet any such criteria; or (3) any monitoring of the use of proceeds of any Certificates. Prospective investors should make their own investigation and refer to the Sustainable Finance Framework (as defined in the Base Offering Circular) and the second party opinion issued by S&P Global which was published on 15 September 2022 and is accessible at https://www.alrajhibank.com.sa/-/media/Project/AlrajhiPWS/Shared/Home/about-alrajhi-bank/Investor_Relation/Additional-Info/SPO-Report.pdf (the **Second Party Opinion**). The contents of this webpage, the Sustainable Finance Framework and the Second Party Opinion do not form part of the Base Offering Circular, and neither the Arrangers nor any of the Dealers makes any representation as to the suitability or contents thereof.

If a Tranche of Sustainable Certificates is at any time listed or admitted to trading on any dedicated "green", "environmental", "sustainable" or other equivalently labelled segment of any stock exchange or securities market (whether or not regulated), no representation or assurance is given by the Bank, the Trustee, the Arrangers, the Dealers or any other person that such listing or admission to trading will be obtained in respect of any Sustainable Certificates or, if obtained, that any such listing or admission to trading will be maintained during the life of the Sustainable Certificates concerned.

Notification under Section 309(B) of the Securities and Futures Act 2001 of Singapore (the SFA)

- unless otherwise specified in the applicable Pricing Supplement, the Trustee has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Certificates are 'prescribed capital markets products' (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore) and 'excluded investment products' (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

The distribution of the Base Offering Circular in certain jurisdictions may be restricted by law. Persons into whose possession the Base Offering Circular comes are required by the Dealers, the Trustee and the Bank, to inform themselves about, and to observe, any such restrictions.



Al Rajhi Tier 1 Sukuk Limited

(an exempted company incorporated with limited liability in the Cayman Islands)

U.S.\$5,000,000,000

Additional Tier 1 Capital Certificate Issuance Programme

Under the U.S.\$5,000,000,000 additional tier 1 capital certificate issuance programme (the **Programme**) described in this base offering circular (the **Base Offering Circular**), Al Rajhi Tier 1 Sukuk Limited (in its capacity as issuer and trustee), as applicable, the **Trustee**, subject to compliance with all relevant laws, regulations and directives, may from time to time issue additional tier 1 capital certificates (the **Certificates**) denominated in any currency agreed between the Trustee and the Dealers (as defined below). Certificates may only be issued in registered form. The maximum aggregate face amount of all Certificates from time to time outstanding under the Programme will not exceed U.S.\$5,000,000,000 (or its equivalent in other currencies, calculated as provided for in the Programme Agreement described herein), subject to increase as described herein.

The Certificates may be issued on a continuing basis to one or more of the Dealers specified under "Overview of the Programme" and any additional Dealer(s) appointed under the Programme from time to time by the Trustee and Al Rajhi Banking and Investment Corporation (the **Bank** or the **Obligor**) (each a **Dealer** and together, the **Dealers**), which appointment may be for a specific issue of Certificates or on an ongoing basis. References in this Base Offering Circular to the **relevant Dealer(s)** shall, in the case of an issue of Certificates being (or intended to be) subscribed by more than one Dealer, be to all Dealers agreeing to subscribe to such Certificates.

In respect of each Series (as defined herein), if a Non-Viability Event (as defined herein) occurs prior to the Effective Date (as defined herein), a Write-down (as defined herein) shall occur on the relevant Non-Viability Event Write-down Date (as defined herein), as more particularly described in Condition 10. In such circumstances, the Certificates of such Series shall be cancelled (in the case of a Write-down in whole) or Written-down (as defined herein) in part on a *pro rata* basis (in the case of a Write-down in part) by the Trustee and the Certificateholders' rights to the Trust Assets (including the Mudaraba Assets) shall automatically be deemed to be irrevocably and unconditionally Written-down in a proportion corresponding to the relevant Write-down Amount (as defined herein). See "*Risk Factors – Certificateholders' right to receive payment of the face amount of the Certificates and the Certificateholders' right to any profit will be permanently cancelled or permanently Written-down (in whole or in part) upon the occurrence of a Non-Viability Event*".

An investment in Certificates issued under the Programme involves certain risks. For a discussion of the principal risk factors that may affect the ability of the Trustee to fulfil its obligations under the Certificates, see "*Risk Factors*". In particular, there are risks inherent in the holding of the Certificates, including the risks relating to subordination of claims in connection therewith and the circumstances in which a Certificateholder may suffer losses as a result of holding the Certificates. See "*Risk Factors – The circumstances triggering a Write-down are unpredictable and Certificateholders may suffer losses in respect of their holding of the Certificates ahead of, and without, any losses being required to be borne by the Bank's shareholders*".

The Periodic Distribution Amount payable, subject to and in accordance with the Conditions, on each Periodic Distribution Date: (a) for the Initial Period, shall be an amount equal to the Initial Periodic Distribution Amount (each as defined in the Conditions); and (b) during each Reset Period (if any), shall be the relevant amount calculated on the basis of the aggregate of the Margin and the Relevant Reset Rate on the relevant Reset Determination Date (each as defined in the Conditions) in accordance with the provisions of Condition 7.4. Payments of profit amounts under the Master Mudaraba Agreement are subject to mandatory cancellation if a Non-Payment Event (as defined herein) occurs, and are otherwise at the sole discretion of the Bank (as Mudareb). Any Periodic Distribution Amounts not paid as aforesaid will not accumulate and neither the Trustee nor the Certificateholders shall have any claim in respect thereof.

In respect of each Series, the payment obligations of the Bank under the Master Mudaraba Agreement (including all payments which are the equivalent of principal and profit) (the **Relevant Obligations**) will, in any Winding-up Proceeding (as defined herein), rank (i) subordinate and junior to all Senior Obligations but not further or otherwise; (ii) *pari passu* with all other *Pari Passu* Obligations; and (iii) in priority to all Junior Obligations (each as defined herein).

The Certificates of each Series are perpetual securities and have no fixed or final redemption date. Unless the Certificates have previously been redeemed or purchased and cancelled as provided herein, the Bank may (acting in its sole discretion) instruct the Trustee to, whereupon the Trustee shall, redeem all but not some only of the Certificates on the applicable Call Date (as defined herein). In addition, upon the occurrence of a Tax Event or a Capital Event (each as defined herein), the Certificates may be redeemed in whole (but not in part) by the Trustee (but only upon the instructions of the Bank (acting in its sole discretion), at any time on or after the Issue Date in accordance with the terms and conditions of the Certificates (the **Conditions**).

Each Tranche (as defined herein) of Certificates will be constituted by: (i) a master trust deed (the **Master Trust Deed**) dated 18 April 2024 entered into by the Trustee, the Bank and Citibank, N.A., London Branch as delegate of the Trustee (in such capacity, the **Delegate**); and (ii) a supplemental trust deed (each a **Supplemental Trust Deed**) in relation to the relevant Tranche. Certificates of each Series confer on the holders of the Certificates from time to time (the **Certificateholders**) the right to receive payments (as more particularly described herein) arising from the assets of a trust declared by the Trustee in relation to the relevant Series (the **Trust**).

Application has been made to the London Stock Exchange plc (the **London Stock Exchange**) for the Certificates issued under the Programme during the period of 12 months from the date of this Base Offering Circular to be admitted to the London Stock Exchange's International Securities Market (the **ISM**). The ISM is not a regulated market for the purposes of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the **EUWA**) (the **UK MiFIR**).

The ISM is a market designated for professional investors. Certificates admitted to trading on the ISM are not admitted to the Official List of the Financial Conduct Authority (the **FCA**). The London Stock Exchange has not approved or verified the contents of this Base Offering Circular.

References in this Base Offering Circular to the Certificates being "admitted to trading" (and all related references) shall mean that such Certificates have been admitted to trading on the ISM. The Programme provides that Certificates may be listed or admitted to trading, as the case may be, on such other or further stock exchanges or markets as may be agreed between the Trustee, the Bank and the relevant Dealer(s). The Trustee may also issue unlisted Certificates and/or

Certificates not admitted to trading on any market. The applicable Pricing Supplement (as defined below) will state whether or not the relevant Certificates will be listed and/or admitted to trading and, if so, on which exchange the Certificates are to be listed.

This Base Offering Circular does not constitute a prospectus for the purposes of a listing or an admission to trading on any market in the United Kingdom (**UK**) which has been designated as a regulated market for the purposes of UK MiFIR and has not been approved by the FCA pursuant to the Official Listing of Securities, Prospectus and Transparency (Amendment etc.) (EU Exit) Regulations 2019.

This Base Offering Circular does not constitute a prospectus for the purposes of a listing or an admission to trading on any market in the European Economic Area (the **EEA**) which has been designated as a regulated market for the purposes of the Markets in Financial Instruments Directive (Directive 2014/65/EU) (as amended, **MiFID II**), and has not been approved by the competent authority in any member state of the EEA pursuant to Regulation (EU) 2017/1129.

Notice of the aggregate nominal amount of Certificates, profit (if any) payable in respect of such Certificates, the issue price of such Certificates and other information which is applicable to each Tranche of such Certificates will be set out in a pricing supplement (the **Pricing Supplement**), which with respect to Certificates to be admitted to trading on the ISM, will be delivered to the London Stock Exchange. Copies of the Pricing Supplement in relation to Certificates to be admitted to trading on the ISM will also be published on the website of the London Stock Exchange through a regulatory information service or may be published in such other manner permitted by the International Securities Market Rulebook effective as of 1 January 2021 (as may be modified and/or supplemented and/or restated from time to time, the **ISM Rulebook**).

The Certificates have not been and will not be registered under the United States Securities Act of 1933, as amended (the **Securities Act**) or with any securities regulatory authority of any state or other jurisdiction of the United States. Subject to certain exceptions, the Certificates may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act (**Regulation S**)). For a description of certain restrictions on offers and sales of Certificates and on distribution of this Base Offering Circular, see "*Subscription and Sale*".

Each Series of Certificates will initially be represented by a global certificate in registered form (a **Global Certificate**). Global Certificates will be deposited on the relevant issue date with, and registered in the name of a nominee for, a common depositary (the **Common Depositary**) on behalf of Euroclear Bank SA NV (**Euroclear**) and Clearstream Banking S.A. (**Clearstream, Luxembourg**). The provisions governing the exchange of interests in Global Certificates for definitive Certificates are described in "*Summary of Provisions Relating to the Certificates While in Global Form*".

The Bank has been assigned long-term corporate ratings of "A-" with a stable outlook by S&P Global Ratings Europe Limited (**S&P**) and "A-" with a stable outlook by Fitch Ratings Limited (**Fitch**), "A1" with a stable outlook by Moody's Investors Service Cyprus Ltd. (**Moody's**). Fitch is established in the UK and is registered in accordance with Regulation (EC) No. 1060/2009 as it forms part of UK domestic law by virtue of the EUWA (the **UK CRA Regulation**) and is included on the list of registered credit agencies (as of 24 March 2022) on the UK FCA's Financial Services Register. Fitch is not established in the EEA and has not applied for registration under Regulation (EC) No. 1060/2009 (as amended) (the **EU CRA Regulation**). The rating issued by Fitch has been endorsed by Fitch Ratings Ireland Limited in accordance with the EU CRA Regulation. Fitch Ratings Ireland Limited is established in the EEA and is registered under the EU CRA Regulation. As such, Fitch Ratings Ireland Limited is included on the list of credit rating agencies published by the European Securities and Markets Authority on its website (<https://www.esma.europa.eu/credit-rating-agencies/cra-authorisation>). Each of S&P and Moody's is established in the EEA and is registered under the EU CRA Regulation. As such, each of S&P and Moody's is included on the list of credit rating agencies published by the European Securities and Markets Authority on its website (at <https://www.esma.europa.eu/credit-rating-agencies/cra-authorisation>). S&P is not established in the UK and has not applied for registration under the UK CRA Regulation. The rating issued by S&P has been endorsed by S&P Global Ratings UK Limited and has not been withdrawn. S&P Global Ratings UK Limited is established in the UK and is registered in accordance with the UK CRA Regulation and is included on the list of registered credit agencies on the UK FCA's Financial Services Register. As such, the ratings of S&P may be used for regulatory purposes in the UK in accordance with the UK CRA Regulation. Moody's is not established in the UK and has not applied for registration under the UK CRA Regulation. The rating issued by Moody's has been endorsed by Moody's Investors Service Limited and has not been withdrawn. Moody's Investors Service Limited is established in the UK and registered under the UK CRA Regulation. As such, the ratings of Moody's may be used for regulatory purposes in the UK in accordance with the UK CRA Regulation.

The Programme is expected to be assigned a provisional rating of "Baa3" by Moody's. Certificates issued under the Programme may be rated or unrated. Where a Series of Certificates is rated, such rating, and the credit rating agency issuing such rating, will be disclosed in the Pricing Supplement and will not necessarily be the same as the rating applicable to the Programme. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning rating agency. Fitch is established in the UK and is registered in accordance with the UK CRA Regulation. Fitch is not established in the EEA and has not applied for registration under the EU CRA Regulation. The rating issued by Fitch has been endorsed by Fitch Ratings Ireland Limited in accordance with the EU CRA Regulation. Fitch Ratings Ireland Limited is established in the EEA and is registered under the EU CRA Regulation. As such, Fitch Ratings Ireland Limited is included on the list of credit rating agencies published by the European Securities and Markets Authority on its website (at <https://www.esma.europa.eu/credit-rating-agencies/cra-authorisation>). Moody's is established in the EEA and is registered under the EU CRA Regulation. As such, Moody's is included on the list of credit rating agencies published by the European Securities and Markets Authority on its website (at <https://www.esma.europa.eu/credit-rating-agencies/cra-authorisation>). Moody's is not established in the UK and has not applied for registration under the UK CRA Regulation. The rating issued by Moody's has been endorsed by Moody's Investors Service Limited and has not been withdrawn. Moody's Investors Service Limited is established in the UK and is registered in accordance with the UK CRA Regulation and is included on the list of registered credit agencies on the UK FCA's Financial Services Register. As such, the ratings of Moody's may be used for regulatory purposes in the UK in accordance with the UK CRA Regulation.

The transaction structure relating to the Certificates (as described in this Base Offering Circular) has been approved by Al Rajhi Capital Company's *Shari'a* Committee (on behalf of Al Rajhi Capital Company as Arranger and the Bank as Obligor), the *Shari'a* Supervisory Board of Citi Islamic Investment Bank E.C. and the Global Shariah Supervisory Committee of Standard Chartered Bank as, in their view, complying with the *Shari'a* principles as applicable to, and as interpreted by, them. Prospective Certificateholders should not rely on such approvals in deciding whether to make an investment in the Certificates and should consult their own *Shari'a* advisers as to whether the proposed transaction, including the tradability of the Certificates in the secondary market, described in such approvals is in compliance with their individual standards of compliance with *Shari'a* principles. None of the Trustee, the Bank, the Arrangers, the Dealers, the Delegate or any of the Agents or any of their respective affiliates, makes any representation as to the *Shari'a* compliance of the Certificates and/or any trading thereof (including, without limitation, any future trading of the Certificates on the secondary market) and none of the Trustee, the Obligor or the Dealers shall be liable to any Certificateholder or any other person in respect thereof. Potential investors are reminded that, as with any *Shari'a* views, differences in opinion are possible and different *Shari'a* standards may be applied by different *Shari'a* boards.

This Base Offering Circular may not be distributed in the Kingdom of Saudi Arabia (the **Kingdom** or **Saudi Arabia**) except to such persons as are permitted under the Rules on the Offer of Securities and Continuing Obligations issued by the Board of the Capital Market Authority of Saudi Arabia (the **CMA**) pursuant to its resolution number 3-123-2017 dated 9/4/1439H (corresponding to 27 December 2017), as amended by its resolution number 3-6-2024 dated 5/7/1445H (corresponding to 17 January 2024) and as further amended from time to time (the **Rules on the Offer of Securities and Continuing Obligations**). The CMA does not make any representation as to the accuracy or completeness of this Base Offering Circular and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this Base Offering Circular. Prospective purchasers of the securities offered hereby should conduct their own due diligence on the accuracy of the information relating to the securities. If you do not understand the contents of this Base Offering Circular, you should consult an authorised financial adviser.

The Saudi Central Bank (**SAMA**) does not make any representation as to the accuracy or completeness of this Base Offering Circular and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this Base Offering Circular. In particular, prospective purchasers of the Certificates agree and acknowledge that SAMA assumes no liability whatsoever to any purchaser of the Certificates for any loss arising from, or incurred as a result of, the occurrence of a Non-Viability Event. If you do not understand the contents of this Base Offering Circular, you should consult an authorised financial adviser. The distribution of this Base Offering Circular and the offering, sale and delivery of the Certificates in any jurisdiction other than the Kingdom may be restricted by law.

Arrangers

Al Rajhi Capital

Standard Chartered Bank

Dealers

Al Rajhi Capital

Citigroup

**Goldman Sachs
International**

**Standard Chartered
Bank**

The date of this Base Offering Circular is 18 April 2024

IMPORTANT INFORMATION RELATING TO THE USE OF THIS BASE OFFERING CIRCULAR AND OFFERS OF CERTIFICATES GENERALLY

This Base Offering Circular comprises admission particulars for the purpose of the ISM Rulebook. This Base Offering Circular does not comprise a prospectus for the purposes of either Regulation (EU) 2017/1129 or Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA, and has not been approved as such by the competent authority in any member state of the EEA or the FCA.

The Trustee and the Bank accept responsibility for the information contained in this Base Offering Circular and the applicable Pricing Supplement for each Series of Certificates issued under the Programme. To the best of the knowledge of the Trustee and the Bank (each having taken all reasonable care to ensure that such is the case), the information contained in this Base Offering Circular is in accordance with the facts and does not omit anything likely to affect the import of such information.

This Base Offering Circular should be read and construed together with any amendments or supplements hereto, with any information incorporated by reference herein and, in relation to any Tranche of Certificates, should be read and construed together with the applicable Pricing Supplement.

Certain information under the headings "*Risk Factors*", "*Saudi Arabia's Banking Sector and Regulations*" and "*Business Description of the Bank*" has been extracted from information provided by: (i) the SAMA and the Organization of Petroleum Exporting Countries (**OPEC**), in the case of "*Risk Factors*"; (ii) SAMA, in the case of "*Saudi Arabia's Banking Sector and Regulations*"; and (iii) SAMA, Saudi Credit Bureau (**SIMAH**) in the case of "*Business Description of the Bank*", and, in each case, the relevant source of such information is specified where it appears under those headings. Each of the Trustee and the Bank confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by the relevant sources referred to, no facts have been omitted which would render the reproduced information inaccurate or misleading.

The language of this Base Offering Circular is English. Certain technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

None of the Arrangers, the Dealers, the Delegate, the Agents or any of their respective affiliates have authorised the whole or any part of this Base Offering Circular and none of them makes any representation or warranty (and no such representation or warranty is implied) or accepts any responsibility as to the accuracy or completeness of the information contained in this Base Offering Circular or any responsibility for any acts or omissions of the Trustee, the Bank or any other person in connection with this Base Offering Circular or the issue and offering of the Certificates under the Programme.

No person has been authorised to give any information or to make any representation other than those contained in this Base Offering Circular in connection with the Programme or the issue or sale of the Certificates and, if given or made, such information or representation must not be relied upon as having been authorised by the Trustee, the Bank, the Arrangers, the Dealers, the Delegate or the Agents (each as defined herein). Neither the delivery of this Base Offering Circular nor any offering or sale of the Certificates shall, under any circumstances, create any implication that there has been no change in the affairs of the Trustee or the Bank since the date hereof or the date upon which this Base Offering Circular has been most recently amended or supplemented, or that there has been no adverse change in the financial position of the Trustee or the Bank since the date hereof or the date upon which this Base Offering Circular has been most recently amended or supplemented or that any other information supplied in connection with the Programme is correct as at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The distribution of this Base Offering Circular and the offering or sale of the Certificates in certain jurisdictions may be restricted by law. Persons into whose possession this Base Offering Circular comes are required by the Trustee, the Bank, the Arrangers and the Dealers to inform themselves about and to observe any such restriction. The Certificates have not been and will not be registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States. Subject to certain exceptions, Certificates may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S). Each purchaser of the Certificates in making its purchase will be deemed to have made certain acknowledgements, representations and agreements. Prospective purchasers are hereby notified that the offer, sale or delivery of Certificates to it will be made in reliance on the exemption from the registration requirements of the Securities Act provided by Regulation S. For a description of certain restrictions on offers and sales of Certificates and on distribution of this Base Offering Circular, see "*Subscription and Sale*".

The Trustee and the Bank have confirmed to the Dealers named under "*Subscription and Sale*" below that this Base Offering Circular contains all information which is (in the context of the Programme or the issue, offering and sale of the Certificates) material; that such information is true and accurate in all material respects and is not misleading in any material respect; that any opinions, predictions or intentions expressed in the Base Offering Circular are honestly held or made; that the Base Offering Circular does not omit to state any material fact necessary to make such information, opinions, predictions or intentions (in the context of the Programme or the issue, offering and sale of the Certificates) not misleading in any material respect. Reasonable enquiries have been made to ascertain or verify the foregoing.

If a jurisdiction requires that the offering be made by a licensed broker or dealer and any of the Arrangers or Dealers or any affiliate of the Arrangers or Dealers is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by that Arrangers or Dealer or such affiliate on behalf of the Trustee in such jurisdiction.

This Base Offering Circular does not constitute an offer of, or an invitation by or on behalf of the Trustee, the Bank, the Arrangers or the Dealers to subscribe for, or purchase, any Certificates.

To the fullest extent permitted by law, none of the Arrangers, the Dealers, the Delegate or the Agents accepts any responsibility for the contents of this Base Offering Circular or for any other statement made, or purported to be made, by the Arrangers, the Dealers, the Delegate, the Agents or on its or their behalf in connection with the Trustee, the Bank or the issue and offering of the Certificates or any responsibility for any acts or omissions of the Trustee, the Bank or any other person in connection with this Base Offering Circular or the issue and offering of Certificates under the Programme. Each of the Arrangers, the Dealers, the Delegate and the Agents accordingly disclaims all and any liability whether arising in tort or contract or otherwise which it might otherwise have in respect of this Base Offering Circular or any such statement. Neither this Base Offering Circular nor any other such statements are intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any of the Trustee, the Bank, the Arrangers, the Dealers, the Delegate or the Agents that any recipient of this Base Offering Circular or any other such statements should purchase the Certificates. Each potential purchaser of Certificates should determine for itself the relevance of the information contained in this Base Offering Circular and its purchase of Certificates should be based upon such investigation as it deems necessary. None of the Arrangers, the Dealers, the Delegate or the Agents undertakes to review the financial condition or affairs of the Trustee or the Bank during the life of the arrangements contemplated by this Base Offering Circular, nor to advise any investor or potential investor in Certificates issued under the Programme of any information coming to the attention of any of the Arrangers, the Dealers, the Delegate or the Agents.

Admission to trading on the ISM is not to be taken as an indication of the merits of the Trustee, the Bank or the Certificates. The Certificates may not be a suitable investment for all investors. Each potential investor in any Certificates must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor may wish to consider, either on its own or with the help of its financial and other professional advisers, whether it:

- (a) has sufficient knowledge and experience to make a meaningful evaluation of the relevant Certificates, the merits and risks of investing in the relevant Certificates and the information contained in this Base Offering Circular or any applicable supplement;
- (b) has access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the relevant Certificates and the impact such investment will have on its overall investment portfolio;
- (c) has sufficient financial resources and liquidity to bear all of the risks of an investment in the relevant Certificates, including Certificates where the currency for any Dissolution Distribution Amount or Periodic Distribution Amount (each as defined herein) payments are different from the potential investor's home currency;
- (d) understands thoroughly the terms of the relevant Certificates and is familiar with the behaviour of any relevant indices and financial markets; and
- (e) is able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, profit rate and other factors that may affect its investment and its ability to bear the applicable risks.

The Certificates are complex financial instruments and such instruments may be purchased as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in Certificates unless it has the expertise (either alone or with the help of a financial adviser) to evaluate how the Certificates will perform under changing conditions, the resulting effects on the value of such Certificates and the impact this investment will have on the potential investor's overall investment portfolio.

Legal investment considerations may restrict the ability of certain investors to make investments in Certificates. The investment activities of certain investors are subject to investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (i) Certificates are legal investments for it, (ii) Certificates can be used as collateral for various types of borrowing or raising of finance and (iii) other restrictions apply to its purchase or pledge of any Certificates by the investor. The Certificates may not satisfy an investor's requirements or any future legal or industry standards for investment in assets with sustainability characteristics. Investors should conduct their own assessment of the Certificates from a sustainability perspective. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Certificates under any applicable risk-based capital or similar rules and regulations.

The Certificates to which this Base Offering Circular relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the Certificates offered should conduct their own due diligence on the Certificates. If you do not understand the contents of this Base Offering Circular you should consult an authorised financial adviser.

The proceeds of certain issuances of Certificates may be used by the Bank to achieve objectives set out in the Bank's Sustainable Finance Framework (as defined in "*Use of Proceeds*" below). None of the Trustee, the Arrangers, the Dealers, the Delegate or the Agents make any representation as to the suitability or content of the Sustainable Finance Framework and none of the Bank, the Trustee, the

Arrangers, the Dealers, the Delegate or the Agents make any representation as to the suitability of the second party opinion issued by S&P Global in respect of the Sustainable Finance Framework which was published on 15 September 2022 on the Bank's website (the **Second Party Opinion**). Prospective investors should refer to the Bank's Sustainable Finance Framework and the Second Party Opinion and determine for itself the relevance of such information for the purposes of an investment in the Certificates together with any other investigation it deems necessary. The Second Party Opinion is not a recommendation to buy, sell or hold securities and is only current as of the date it was initially issued. Furthermore, the Second Party Opinion is for information purposes only.

None of the Trustee, the Delegate, the Agents, the Bank, the Arrangers or the Dealers make any representation as to the suitability of the Certificates, including the listing or admission to trading thereof on any dedicated "green", "environmental", "sustainable", "social" or other equivalently-labelled segment of any stock exchange or securities market, or to fulfil any green, social, environmental or sustainability criteria required by any prospective investors.

No advice is given by the Trustee, the Bank, the Arrangers, the Dealers, the Delegate or the Agents in respect of taxation or *Shari'a* matters relating to any Certificates or the legality of the purchase of the Certificates by an investor under any applicable law.

EACH PROSPECTIVE INVESTOR IS ADVISED TO CONSULT ITS OWN SHARI'A ADVISER, TAX ADVISER, LEGAL ADVISER AND BUSINESS ADVISER AS TO SHARI'A, TAX, LEGAL, BUSINESS AND RELATED MATTERS CONCERNING THE PURCHASE OF ANY CERTIFICATES.

STABILISATION

In connection with the issue of any Tranche, the Dealer or Dealers (if any) named as the stabilisation manager(s) (the Stabilisation Manager(s)) (or persons acting on behalf of any Stabilisation Manager(s)) in the applicable Pricing Supplement may effect transactions with a view to supporting the market price of the Certificates at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the issue date of the relevant Tranche and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche and 60 days after the date of the allotment of the relevant Tranche. Any stabilisation action must be conducted by the relevant Stabilisation Manager(s) (or persons acting on behalf of any Stabilisation Manager(s)) in accordance with all applicable laws and rules.

EU MiFID II PRODUCT GOVERNANCE/TARGET MARKET

The applicable Pricing Supplement in respect of any Certificates may include a legend entitled "MiFID II Product Governance", which will outline the target market assessment in respect of the Certificates and which channels for distribution of the Certificates are appropriate. Any person subsequently offering, selling or recommending the Certificates (a **distributor**) should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Certificates (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the **EU MiFID Product Governance Rules**), any Dealer subscribing for any Certificates is a manufacturer in respect of such Certificates, but otherwise neither the Arrangers nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the EU MiFID Product Governance Rules.

UK MiFIR PRODUCT GOVERNANCE / TARGET MARKET

The applicable Pricing Supplement in respect of any Certificates may include a legend entitled "UK MiFIR Product Governance" which will outline the target market assessment in respect of the Certificates and which channels for distribution of the Certificates are appropriate. Any person subsequently offering, selling or recommending the Certificates (a **distributor**) should take into consideration the target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the **UK MiFIR Product Governance Rules**) is responsible for undertaking its own target market assessment in respect of the Certificates (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR Product Governance Rules, any Dealer subscribing for any Certificates is a manufacturer in respect of such Certificates, but otherwise neither the Arrangers nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MiFIR Product Governance Rules.

PROHIBITION OF SALES TO EEA RETAIL INVESTORS

The Certificates are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the **EEA**). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of Directive (EU) 2016/97 (the **Insurance Distribution Directive**), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129.

Consequently, no key information document required by Regulation (EU) No 1286/2014 (the **PRIIPs Regulation**) for offering or selling any Certificates or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Certificates or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

PROHIBITION OF SALES TO UK RETAIL INVESTORS

The Certificates are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the UK. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the EUWA; or (ii) a customer within the meaning of the provisions of the FSMA, and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA.

Consequently, no key information document required by the PRIIPs Regulation as it forms part of domestic law by virtue of the EUWA (the **UK PRIIPs Regulation**) for offering or selling the Certificates or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling any Certificates or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

**NOTIFICATION UNDER SECTION 309B(1)(C) OF THE SECURITIES AND FUTURES
ACT 2001 OF SINGAPORE, AS MODIFIED OR AMENDED FROM TIME TO TIME (THE
SFA)**

In connection with Section 309B of the SFA and the Securities and Futures (Capital Markets Products) Regulations 2018 (the **CMP Regulations 2018**), unless otherwise specified in the applicable Pricing Supplement, the Trustee has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Certificates are "prescribed capital markets products" (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

BENCHMARKS REGULATION

Profit and/or other amounts payable under the Certificates may be calculated by reference to certain reference rates. Any such reference rate may constitute a benchmark for the purposes of Regulation (EU) 2016/2011 (the **Benchmarks Regulation**) or the Benchmarks Regulation as it forms part of domestic law by virtue of the EUWA (the **UK Benchmarks Regulation**). If any such reference rate does constitute such a benchmark, the Pricing Supplement will indicate whether or not the benchmark is provided by an administrator included in the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 (Register of administrators and benchmarks) of the Benchmarks Regulation or the FCA pursuant to Article 36 (Register of administrators and benchmarks) of the UK Benchmarks Regulation. Administrators of certain benchmarks are not required to be registered by virtue of Article 2 of each of the Benchmarks Regulation and the UK Benchmarks Regulation and transitional provisions in the Benchmarks Regulation and the UK Benchmarks Regulation may have the result that the administrator of a particular benchmark is not required to appear in the register of administrators and benchmarks at the date of the Pricing Supplement. The registration status of any administrator under the Benchmarks Regulation and/or the UK Benchmarks Regulation is a matter of public record and, save where required by applicable law, the Trustee does not intend to update the applicable Pricing Supplement to reflect any change in the registration status of the administrator.

VOLCKER RULE

The Volcker Rule, which became effective on 1 April 2014, but was subject to a conformance period for certain entities that concluded on 21 July 2015, generally prohibits "banking entities" (which is broadly defined to include U.S. banks and bank holding companies and many non-U.S. banking entities, together with their respective subsidiaries and other affiliates) from (i) engaging in proprietary trading, (ii) acquiring or retaining an ownership interest in or sponsoring a "covered fund", and (iii) entering into certain relationships with "covered funds". The general effects of the Volcker Rule remain uncertain; any prospective investor in the Certificates and any entity that is a "banking entity" as defined under the Volcker Rule which is considering an investment in the Certificates should consult its own legal advisers and consider the potential impact of the Volcker Rule in respect of such investment. If investment by "banking entities" in the Certificates is prohibited or restricted by the Volcker Rule, this could impair the marketability and liquidity of such Certificates. No assurance can be made as to the effect of the Volcker Rule on the ability of certain investors subject thereto to acquire or retain an interest in the Certificates, and accordingly none of the Trustee, the Bank, the Arrangers, the Dealers, the Delegate or the Agents, or any of their respective affiliates makes any representation regarding (a) the status of the Trustee under the Volcker Rule (including whether it is a "covered fund" for their purposes) or (b) the ability of any purchaser to acquire or hold the Certificates, now or at any time in the future.

NOTICE TO RESIDENTS IN THE UK

The Certificates do not constitute "alternative finance investment bonds" (**AFIBs**) within the meaning of Article 77A of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (SI 2001/544), as amended, and therefore will represent interests in a collective investment scheme (as defined in the Financial Services and Markets Act 2000, as amended (the **FSMA**)) which has not been authorised, recognised or otherwise approved by the UK Financial Conduct Authority. Accordingly, any Certificates must not be marketed in the UK to the general public and this Base Offering Circular is not being distributed to, and must not be passed on to, the general public in the UK.

The distribution in the UK of this Base Offering Circular, any applicable Pricing Supplement and any other marketing materials relating to the Certificates is being addressed to, or directed at: (A) if the distribution of the Certificates is being effected by a person who is not an authorised person under the FSMA, only the following persons: (i) persons who are Investment Professionals as defined in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the **Financial Promotion Order**); (ii) persons falling within any of the categories of persons described in Article 49 (High net worth companies, unincorporated associations, etc.) of the Financial Promotion Order; and (iii) any other person to whom it may otherwise lawfully be made in accordance with the Financial Promotion Order; and (B) if the distribution is effected by a person who is an authorised person under the FSMA, only the following persons: (i) persons falling within one of the categories of Investment Professional as defined in Article 14(5) of the Financial Services and Markets Act 2000 (Promotion of Collective Investment Schemes) (Exemptions) Order 2001 (the **Promotion of CISs Order**); (ii) persons falling within any of the categories of person described in Article 22 (High net worth companies, unincorporated associations, etc.) of the Promotion of CISs Order; and (iii) any other person to whom it may otherwise lawfully be made in accordance with the Promotion of CISs Order.

Persons of any other description in the UK may not receive and should not act or rely on this Base Offering Circular, any applicable Pricing Supplement or any other marketing materials in relation to any Certificates.

Prospective investors in the UK in any Certificates are advised that all, or most, of the protections afforded by the UK regulatory system will not apply to an investment in such Certificates and that compensation will not be available under the UK Financial Services Compensation Scheme. Any prospective investor intending to invest in any investment described in this Base Offering Circular should consult its professional adviser and ensure that it fully understands all the risks associated with making such an investment and that it has sufficient financial resources to sustain any loss that may arise from such investment.

NOTICE TO RESIDENTS OF THE KINGDOM OF BAHRAIN

In relation to investors in the Kingdom of Bahrain, Certificates issued in connection with this Base Offering Circular and related offering documents may only be offered in registered form to existing accountholders and accredited investors as defined by the Central Bank of Bahrain (the **CBB**) in the Kingdom of Bahrain where such investors make a minimum investment of at least U.S.\$100,000 or any equivalent amount in any other currency or such other amount as the CBB may determine.

This Base Offering Circular does not constitute an offer of securities in the Kingdom of Bahrain pursuant to the terms of Article (81) of the Central Bank and Financial Institutions Law 2006 (decree Law No. 64 of 2006). This Base Offering Circular and related offering documents have not been and will not be registered as a prospectus with the CBB. Accordingly, no Certificates may be offered, sold or made the subject of an invitation for subscription or purchase, nor will this Base Offering Circular or any other related document or material be used in connection with any offer, sale or invitation to

subscribe or purchase Certificates, whether directly or indirectly, to persons in the Kingdom of Bahrain, other than to accredited investors for an offer outside the Kingdom of Bahrain.

The CBB has not reviewed, approved or registered this Base Offering Circular or related offering documents and it has not in any way considered the merits of the Certificates to be offered for investment, whether in or outside the Kingdom of Bahrain. Therefore, the CBB assumes no responsibility for the accuracy and completeness of the statements and information contained in this Base Offering Circular and expressly disclaims any liability whatsoever for any loss howsoever arising from reliance upon the whole or any part of the content of this Base Offering Circular. No offer of Certificates will be made to the public in the Kingdom of Bahrain and this Base Offering Circular must be read by the addressee only and must not be issued, passed to or made available to the public generally.

NOTICE TO RESIDENTS OF SAUDI ARABIA

This document may not be distributed in the Kingdom except to such persons as are permitted under the Rules on the Offer of Securities and Continuing Obligations issued by the CMA.

The CMA does not make any representation as to the accuracy or completeness of this document, and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this document. Prospective purchasers of the securities offered hereby should conduct their own due diligence on the accuracy of the information relating to the securities. If you do not understand the contents of this document, you should consult an authorised financial advisor.

NOTICE TO RESIDENTS IN THE STATE OF QATAR

Any Certificates will not be offered, sold or delivered at any time, directly or indirectly, in the State of Qatar (including the Qatar Financial Centre) in a manner that would constitute a public offering. This Base Offering Circular has not been and will not be reviewed or approved by, or registered with, the Qatar Financial Markets Authority, the Qatar Central Bank, the Qatar Stock Exchange or the Qatar Financial Centre Regulatory Authority in accordance with their regulations or any other regulations in the State of Qatar. The Certificates are not and will not be traded on the Qatar Stock Exchange. The Certificates and interests therein will not be offered to investors domiciled or resident in the State of Qatar and do not constitute debt financing in the State of Qatar under the Commercial Companies Law No. (11) of 2015 or otherwise under the laws of the State of Qatar.

NOTICE TO RESIDENTS IN THE CAYMAN ISLANDS

No invitation, whether directly or indirectly, may be made to the public in the Cayman Islands to subscribe for the Certificates and this Base Offering Circular shall not be construed as an invitation to any member of the public of the Cayman Islands to subscribe for any Certificates issued under the Programme.

NOTICE TO RESIDENTS OF THE STATE OF KUWAIT

Unless all necessary approvals from the Kuwait Capital Markets Authority (the **Kuwait CMA**) pursuant to Law No. 7 of 2010, and its executive bylaws (each as amended) (the **CML Rules**), together with the various resolutions, regulations, directives and instructions issued pursuant thereto, or in connection therewith (regardless of nomenclature) or any other applicable or regulation in the State of Kuwait, have been given in relation to the marketing of, and sale of, the Certificates (the **Kuwait CMA Approval**), the Certificates may not be offered for sale, nor sold, in the State of Kuwait.

This Base Offering Circular is not for general circulation to the public in the State of Kuwait nor will the Certificates be sold by way of a public offering in the State of Kuwait. In the event where the Certificates are intended to be purchased onshore in the State of Kuwait pursuant to a Kuwait CMA

Approval, the same may only be so purchased through a licensed person duly authorised to undertake such activity pursuant to the CML Rules. Investors from the State of Kuwait acknowledge that the Kuwait CMA and all other regulatory bodies in the State of Kuwait assume no responsibility whatsoever for the contents of this Base Offering Circular and do not approve the contents thereof or verify the validity and accuracy of its contents. The Kuwait CMA, and all other regulatory bodies in the State of Kuwait, assume no responsibility whatsoever for any damages that may result from relying (in whole or in part) on the contents of this Base Offering Circular. Prior to purchasing any Certificates, it is recommended that a prospective holder of any Certificates seeks professional advice from its advisers in respect to the contents of this Base Offering Circular so as to determine the suitability of purchasing the Certificates.

NOTICE TO RESIDENTS IN MALAYSIA

Any Certificates may not be offered for subscription or purchase and no invitation to subscribe for or purchase such Certificates in Malaysia may be made, directly or indirectly, and this Base Offering Circular or any document or other materials in connection therewith may not be distributed in Malaysia other than to persons falling within the categories set out in Part I of Schedule 6 or Section 229(1)(b), Part I of Schedule 7 or Section 230(1)(b), read together with Schedule 8 or Section 257(3) of the Capital Market and Services Act 2007 (the **CMSA**) of Malaysia, as may be amended and/or varied from time to time and subject to any amendments to the applicable laws from time to time.

The Securities Commission of Malaysia shall not be liable for any non-disclosure on the part of the Trustee or the Bank and assumes no responsibility for the correctness of any statements made or opinions or reports expressed in this Base Offering Circular.

PRESENTATION OF CERTAIN FINANCIAL AND OTHER INFORMATION

Presentation of Financial Information

Historical financial statements

The historical financial statements relating to the Bank and its subsidiaries (collectively referred to as the **Group**) and incorporated by reference in this Offering Circular are:

- the audited consolidated financial statements as at and for the year ended 31 December 2023 (the **2023 Financial Statements**), which also include comparative financial information as at and for the year ended 31 December 2022; and
- the audited consolidated financial statements as at and for the year ended 31 December 2022 (the **2022 Financial Statements** and together with the 2023 Financial Statements, the **Financial Statements**), which also include comparative financial information as at and for the year ended 31 December 2021.

The Financial Statements were prepared in compliance with (i) International Financial Reporting Standards (**IFRS**) that are endorsed in Saudi Arabia and other standards and pronouncements issued by the Saudi Organization for Chartered and Professional Accountants (**SOCPA**) and (ii) the provisions of Banking Control Law and the Regulations for Companies in Saudi Arabia.

The Bank's financial year ends on 31 December and references in this Offering Circular to “**2021**”, “**2022**” and “**2023**” are to the 12-month period ending on 31 December in each such year.

Except where otherwise stated, all financial information as at, and for the years ended, 31 December 2023 and 31 December 2022 appearing in this Offering Circular has been derived from the 2023 Financial Statements and all financial information as at, and for the year ended, 31 December 2021 appearing in this Offering Circular has been derived from the 2022 Financial Statements.

Auditors and unaudited information

The Financial Statements were jointly audited by KPMG Professional Services (**KPMG**) and Ernst & Young Professional Services (Professional LLC) (**EY**) in accordance with International Standards on Auditing that are endorsed in Saudi Arabia. KPMG and EY issued unqualified audit reports on the Financial Statements.

Presentation of other Information

Currencies

Unless otherwise indicated, in this Offering Circular, all references to:

- “**riyal**” and “**SAR**” are to the lawful currency of Saudi Arabia;
- “**euro**” and “**€**” are to the currency introduced at the third stage of the European economic and monetary union pursuant to the Treaty Establishing the European Community, as amended; and
- “**U.S. dollars**” and “**U.S.\$**” are to the lawful currency of the United States.

Unless otherwise indicated, the financial information contained in this Offering Circular has been expressed in riyal. The Group's functional currency is the riyal and the Group prepared the Financial Statements in riyal, rounded to the nearest thousand.

Translations of amounts from riyal to U.S. dollars in this Offering Circular are solely for the convenience of the reader. The riyal has been pegged to the U.S. dollar since 1986 at a fixed rate of SAR 3.75 = US\$1.00 and, unless otherwise stated, all conversions of riyal amounts to U.S. dollar amounts in this Offering Circular have been converted at this rate.

Alternative Performance Measures

This Offering Circular includes selected consolidated ratios which have not been prepared in accordance with IFRS and which also constitute alternative performance measures for the purposes of the European Securities and Markets Authority Guidelines on Alternative Performance Measures. None of this financial information is subject to any audit or review by independent auditors. These ratios include performance measures, financial ratios, asset quality measures and other ratios, see “*Selected Financial Information—Selected consolidated ratios*” below which also explains the basis of calculation of each ratio.

The Bank believes that the presentation of these ratios is helpful to investors because these and other similar measures are widely used by certain investors, security analysts and other interested parties as supplemental measures of performance and liquidity. However, these ratios are not measures of financial performance under IFRS and should not be considered in isolation or as a substitute for operating profit, cash flow from operating activities or other financial measures of the Group’s results of operations or liquidity computed in accordance with IFRS. Other companies, including those in the Group’s industry, may calculate these ratios differently from the Group. As all companies do not calculate these ratios in the same manner, the Group’s presentation of these ratios may not be comparable to other similarly titled measures of other companies.

Third party and market share data

This Offering Circular contains information regarding the Group’s business and the industry in which it operates and competes, which the Group has obtained from third party sources. The Group and other institutions operating in the banking and financial services industry in Saudi Arabia make available a wide range of financial and operational information to regulatory and market bodies, including SAMA and the CMA. These bodies use certain of the data supplied to publish statistical information, amongst other matters. However, no assurance can be made that the information reported to these bodies by different market participants is, in all cases, directly comparable. Where third party information has been used in this Offering Circular, it has been accurately reproduced and the source of such information has been identified.

In some cases, independently determined industry data is not available. In these cases, any Group market share data included in this Offering Circular is referred to as having been estimated. All such estimates have been made by the Bank using its own information and other market information which is publicly available. The Bank believes that these estimates of market share are helpful as they give prospective investors a better understanding of the industry in which the Group operates, as well as its position within that industry. Although all such estimations have been made in good faith based on the information available and the Group’s knowledge of the market within which it operates, the Bank cannot guarantee that a third party expert using different methods would reach the same conclusions.

Statistical information relating to Saudi Arabia included in this Offering Circular has been derived from official public sources, including the General Authority for Statistics (**GASTAT**), SAMA, the Ministry of Finance, the Ministry of Economy and Planning, the International Monetary Fund (the **IMF**) and the Organisation for Petroleum Exporting Countries (**OPEC**). All such statistical information may differ from that stated in other sources for a variety of reasons, including the use of different definitions and cut-off times. This data may subsequently be revised as new data becomes available and any such

revised data will not be circulated by the Bank to investors who have purchased Certificates issued under the Programme.

Where information has not been independently sourced, it is the Group's own information.

No incorporation of website information

The Bank's website is <https://www.alrajhibank.com.sa>. The information on this website or any other website mentioned in this Offering Circular or any website directly or indirectly linked to these websites has not been verified and is not incorporated by reference into this Offering Circular, and investors should not rely on it.

Definitions

In this Offering Circular, references to:

- a “**billion**” are to a thousand million;
- “**FVOCI**” are to fair value through other comprehensive income;
- the “**GCC**” are to the Gulf Cooperation Council (comprising the Kingdom of Bahrain, Kuwait, the Sultanate of Oman, the State of Qatar, Saudi Arabia and the UAE);
- “**Government**” are to the government of Saudi Arabia;
- “**Jordan**” are to the Hashemite Kingdom of Jordan;
- “**Kuwait**” are to the State of Kuwait;
- the “**MENA region**” are to the Middle East and North Africa region;
- “**Saudi Arabia**” are to the Kingdom of Saudi Arabia; and
- the “**UAE**” are to the United Arab Emirates.

In this Offering Circular, unless the contrary intention appears, a reference to a law or a provision of a law is a reference to that law or provision as extended, amended or re-enacted.

Rounding

The Financial Statements present the Group's results in thousands of riyal. Certain financial statement data in this Offering Circular has been expressed in millions of riyal and rounded to one decimal place, with SAR 500,000 being rounded up and SAR 499,999 being rounded down. As a result of such rounding, the totals of financial statement data presented in tables in this Offering Circular may vary slightly from the arithmetic totals of such data. Where used in tables, the figure “0” means that the data for the relevant item has been rounded to zero and the symbol “—” means that there is no data in respect of the relevant item.

In addition, all percentage data in this Offering Circular has been rounded to one decimal place, with 0.050 being rounded up and 0.049 being rounded down.

Dates

Certain dates in this Offering Circular have been referred to in accordance with the Hijri (**H**) calendar and the Gregorian calendar.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

Some statements in this Base Offering Circular may be deemed to be "forward-looking statements". Forward-looking statements include statements concerning the Bank's plans, objectives, goals, strategies and future operations and performance and the assumptions underlying these forward-looking statements. When used in this Base Offering Circular, the words "anticipates", "estimates", "expects", "believes", "intends", "plans", "aims", "seeks", "may", "will", "should" and any similar expressions generally identify as forward-looking statements. These forward-looking statements are contained in the sections entitled "*Risk Factors*", "*Description of the Trustee*" and "*Business Description of the Bank*" and other sections of this Base Offering Circular. The Bank has based these forward-looking statements on the current view of its management with respect to future events and financial performance. Although the Bank believes that the expectations, estimates and projections reflected in its forward-looking statements are reasonable, if one or more of the risks or uncertainties materialise, including those identified below or which the Obligor has otherwise identified in this Base Offering Circular, or if any of the Bank's underlying assumptions prove to be incomplete or inaccurate, the Bank's actual results of operation may vary from those expected, estimated or predicted. Investors are therefore strongly advised to read the sections "*Risk Factors*", "*Description of the Trustee*", and "*Saudi Arabia's Banking Sector and Regulations*", which include a more detailed description of the factors that might have an impact on the Bank's business development and on the industry sector in which the Bank operates.

The risks and uncertainties referred to above include:

- macro-economic and financial market conditions (and changes therein);
- credit risks, including the impact of a higher level of credit defaults arising from adverse economic conditions, the impact of provisions and impairments and concentration of the Bank's portfolio of financing and investing assets;
- the effects of, and changes in laws, regulations or governmental policy affecting the Bank's business activities;
- removal or adjustment of the peg between the U.S. dollar and the Saudi riyal;
- liquidity risks, including the inability of the Bank to meet its contractual and contingent cash flow obligations or its inability to fund its operations; and
- changes in interest rates and other market conditions.

Additional factors that could cause actual results, performance or achievements to differ materially include, but are not limited to, those discussed under "*Risk Factors*".

These forward-looking statements speak only as at the date of this Base Offering Circular. Without prejudice to any requirements under applicable laws, the Trustee and the Bank expressly disclaim any obligation or undertaking to disseminate after the date of this Base Offering Circular any updates or revisions to any forward-looking statements contained herein to reflect any change in expectations thereof or any change in events, conditions or circumstances on which any forward-looking statement is based.

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RISK FACTORS

Each of the Trustee and the Bank believes that the following factors may affect both the Trustee's ability to pay amounts owing under Certificates issued under the Programme and the Bank's ability to satisfy its obligations under the relevant Transaction Documents (as defined in the Conditions). All of these factors are contingencies which may or may not occur. However, should any of these factors occur, it would have the potential to materially adversely affect the Bank's business, results of operations, financial condition and prospects and thereby affect its ability to perform its obligations in respect of the relevant Transaction Documents.

Factors which each of the Trustee and the Bank believes may be material for the purpose of assessing the market risks associated with Certificates issued under the Programme are also described below.

Each of the Trustee and the Bank believes that the factors described below represent the principal risks inherent in investing in Certificates, but the inability of the Trustee to pay Periodic Distribution Amounts (as defined in the Conditions), Dissolution Distribution Amounts (as defined in the Conditions) or other amounts on or in connection with any Certificates and of the Bank to pay amounts owing under the relevant Transaction Documents may occur for other reasons and neither the Trustee nor the Bank represents that the statements below regarding the risks of holding any Certificates issued under the Programme are exhaustive.

Prospective investors should also read the detailed information set out elsewhere in this Base Offering Circular (including any documents incorporated by reference herein) and reach their own views prior to making any investment decision. Words and expressions defined elsewhere in this Base Offering Circular shall have the same meanings in this section.

Factors that may affect the Trustee's ability to fulfil its obligations under or in connection with the Certificates

The Trustee has a limited operating history and no material assets

The Trustee is an exempted company with limited liability incorporated under the laws of the Cayman Islands on 20 March 2024. The Trustee has not as at the date of this Base Offering Circular engaged, and will not engage, in any business activity other than the issuance of Certificates under the Programme, the acquisition of Trust Assets as described herein, acting as Trustee and other activities incidental or related to the foregoing as required under the Transaction Documents.

The Trustee's only material assets, which will be held on trust for Certificateholders, will be Trust Assets, including the right to receive amounts paid by the Bank under the Transaction Documents. Therefore, the Trustee is subject to all the risks to which the Bank is subject to the extent that such risks could limit the Bank's ability to satisfy in full and on a timely basis its obligations under the Transaction Documents.

The Certificates represent limited recourse obligations of the Trustee and the recourse of the Certificateholders against the Trustee in relation to the Certificates of each Series is limited to the Trust Assets relating to that Series and the proceeds from those Trust Assets.

The ability of the Trustee to pay amounts due on Certificates will be dependent upon receipt by the Trustee from the Bank of amounts to be paid under the relevant Transaction Documents (which in aggregate may not be sufficient to meet all claims under the Certificates of any Series and the relevant Transaction Documents). See " – Risks relating to the Bank and its ability to fulfil its obligations under the Transaction Documents" below.

Risks relating to the Bank and its ability to fulfil its obligations under the Transaction Documents

The Group's operations and assets are principally located in Saudi Arabia and, accordingly, the Group is exposed to general economic conditions in Saudi Arabia

The majority of the Group's assets, operations and interests are in Saudi Arabia. Accordingly, its business is, and will continue to be, affected by the general economic conditions prevailing from time to time in Saudi Arabia and the Middle East generally, as well as by global economic conditions that affect Saudi Arabia's economy generally.

The Government continues to pursue a policy of diversification, including the Saudi Vision 2030 (a strategic framework to reduce Saudi Arabia's dependence on oil, diversify its economy and develop public service sectors) and the National Transformation Program (an economic action plan implemented as part of the Saudi Vision 2030), to enhance the contribution of the non-oil sector to its real gross domestic product (**GDP**). Nevertheless, oil income will continue to play a pivotal role in economic planning and development in Saudi Arabia. According to GASTAT, the oil sector accounted for 37.0 per cent., 39.2 per cent. and 36.9 per cent. of Saudi Arabia's real GDP and 31.9 per cent., 38.7 per cent. and 28.1 per cent. of its nominal GDP in each of 2023, 2022 and 2021, respectively. In addition, oil exports accounted for 77.1 per cent., 79.5 per cent. and 73.2 per cent. of Saudi Arabia's total exports by value in 2023, 2022 and 2021, respectively and oil revenues accounted for 62.2 per cent., 67.6 per cent. and 58.2 per cent. of total Government revenue in 2023, 2022 and 2021, respectively (all 2023 data is preliminary).

International oil prices have fluctuated significantly over the past two decades, and may remain volatile in the future. For example, in 2021, the yearly average OPEC Reference Basket price (a weighted average of prices for petroleum blends produced by OPEC countries) was U.S.\$69.89 per barrel, reflecting a recovery from the level in 2020 which was affected by restrictions imposed to combat the COVID-19 pandemic. In 2022, the yearly average OPEC Reference Basket price was U.S.\$100.08, reflecting the impact of the Russian invasion of Ukraine in early 2022 and the sanctions imposed on Russia by numerous countries in response. In 2023, the yearly average OPEC Reference Basket price was U.S.\$82.95, reflecting adjustments in the sanctions regime at the end of 2022 and generally lower demand than expected. The price per barrel of Arabian Light Crude Oil (which is one of five grades of crude oil produced by Saudi Arabia and constitutes part of the OPEC Reference Basket) has also generally moved in line with these trends. Oil prices continue to fluctuate significantly.

The COVID-19 pandemic had a significant impact on Saudi Arabia's economy, and therefore the Bank, in 2020 and, to a lesser extent, in 2021. For example, the aggregate impact of various COVID-19 related adjustments made by the Bank contributed an additional expected credit loss (**ECL**) of SAR 608 million during 2020 and SAR 486 million in 2021. The Group conducts regular stress tests of its customer financing portfolio under scenarios of differing severity to identify key vulnerabilities and to measure resultant impacts on asset quality and performance. However, these stress-testing activities do not provide assurance against impacts that may be realised through external shocks and customer defaults may nevertheless occur, sometimes significantly after the occurrence of the shock. The occurrence of these events and a material increase in financing losses could have a material adverse effect on the Group, in particular through increases in the Group's non-performing financing, increased financing loss provisions and reduced demand for financing and other banking services, which could negatively impact the Group's profitability.

In addition, any sustained downturn in oil prices in the future could substantially slow or disrupt Saudi Arabia's economy, and the banking sector in particular, which could in turn have an adverse impact on the Group and the market price of the Certificates, see "*Risks Relating to the Economic, Political and Regulatory Environment in Saudi Arabia—Saudi Arabia's economy remains dependent on its oil revenue*" below.

The Group operates in a region that is subject to ongoing political and security concerns

The MENA region is subject to geopolitical and security risks. Since 2011, there has been significant political and social unrest in a number of countries in the MENA region, including Tunisia, Algeria, Egypt, Libya, Bahrain, Kuwait, Lebanon, Jordan, Iraq, Yemen and Syria. This unrest has ranged from public demonstrations to, in extreme cases, armed conflict, civil war, foreign military intervention and the overthrow of existing leadership.

In addition, in March 2015, a coalition of countries, led by Saudi Arabia and supported by the international community, commenced military action against the Al-Houthi rebels in Yemen. The conflict in Yemen has not yet been fully resolved and military operations continue at a reduced scale. Saudi Arabia has been targeted on several occasions by ballistic missiles fired by the Al-Houthi rebels in Yemen since 2017, and, while the majority of these missile attacks were successfully intercepted by Saudi Arabia's defence systems, there can be no assurance that the conflict in Yemen will not continue or re-escalate. Additionally, in September 2019, the Abqaiq processing facility and the Khurais oil field in Saudi Arabia were damaged in a major act of sabotage which resulted in the temporary interruption of Saudi Arabia's oil and gas production. The Al-Houthi rebels claimed responsibility for the act of sabotage, although this claim has not been verified and has been disputed.

In addition, Saudi Arabia has experienced other occasional terrorist attacks in recent years, including incidents in Jeddah, Medina and Qatif in July 2016, oil tanker sabotage and drone strikes on a crude oil pipeline in May 2019, an explosion caused by a projectile which resulted in a fire in a fuel tank at a Saudi Aramco petroleum products distribution terminal in the north of Jeddah in November 2020, a drone attack on a Saudi Aramco refinery in Riyadh in March 2021, projectile attacks in December 2021 in Jizan and an attack on a Saudi Aramco facility in Jeddah in March 2022.

In late 2023, following a Hamas-led attack on Israel, Israel declared war on Hamas and subsequently invaded the Gaza Strip. There has also been an escalation of attacks on shipping in the Red Sea and Gulf region by the Al-Houthi rebels resulting in U.S. and other military aircraft conducting retaliatory strikes on Al-Houthi bases. In April 2024, there was an airstrike on an Iranian diplomatic building in Damascus, Syria followed by a drone and missile strike by Iran on Israel.

The situations described above have caused significant disruption to the economies of the affected countries, have given rise to increased political uncertainty across the MENA region and have had (or could have) a destabilising effect on the Gulf region (including Saudi Arabia) and on oil and gas prices. There is no certainty that extremists or terrorist groups will not escalate violent activities in the MENA region, or that any currently stable governments in the MENA region will be successful in maintaining the prevailing levels of domestic order and stability. As it is not generally possible to predict the occurrence or impact of events or circumstances, such as war, hostilities or diplomatic rifts, no assurance can be given that the Group will be able to sustain the profitable operation of its business if adverse political events or circumstances impacting the MENA region were to occur.

Prospective investors should also note that the Group's business and financial performance could be adversely affected by political, economic or related developments outside the MENA region because of inter-relationships within the global financial markets. Moreover, there is no certainty that the governments of the countries to which the Group is particularly exposed will not implement restrictive fiscal or monetary policies or regulations, including changes with respect to interest rates and new legal interpretations of existing regulations, any of which could have a material adverse effect on the Group's business, results of operations, financial condition and prospects.

The Group is exposed to the credit risk of counterparties due to its financing and investment activities, which could give rise to material losses in future periods

Credit risk arising from adverse changes in the credit quality and recoverability of financing, securities and amounts due from counterparties is inherent in a wide range of the Group's businesses, principally in its financing and investment activities. Credit risk could also arise from a general deterioration in local or global economic conditions, or from systemic risks within the financial systems in which the Group operates. In particular, the Group is exposed to the risk that its counterparties may not meet their obligations in respect of financing extended by the Group and that the collateral (if any) securing the financing extended may be insufficient, each of which could:

- affect the recoverability and value of the Group's assets;
- result in an increase in non-performing financing; and
- require an increase in the Group's provisions for the impairment of financing and other financial assets.

As at 31 December 2023, the Group's financing, net amounted to SAR 594,204.8 million, its non-performing financing amounted to SAR 4,297.9 million and its provision for financing impairment amounted to SAR 8,725.9 million.

The Group's non-performing financing coverage ratio (calculated by dividing its provision for financing impairment by its non-performing financing) was 203.0 per cent. as at 31 December 2023. The Group's non-performing financing ratio (calculated by dividing its non-performing financing by its gross financing (which was SAR 602,930.7 million as at 31 December 2023)) was 0.71 per cent. as at 31 December 2023.

The Group calculates its ECL in accordance with IFRS 9 rules and guidelines to cover bad and doubtful debts and impaired investments and the Group's portfolio and credit exposures are managed in accordance with the relevant credit policy and customer financing classifications set by SAMA. However, as a result of adverse economic and political developments in recent years, in particular the impact of COVID-19 in 2020 and 2021 and associated adverse changes in consumer confidence levels, reduced consumer spending, volatile liquidity levels and increased bankruptcy rates, among other factors, the ability of certain of the Group's customers and counterparties to repay their financing or other obligations has been, and may in the future be, adversely affected.

If the Group experiences a higher level of customer defaults and its provisions prove to be inadequate for any reason, including because of a further economic downturn or a significant failure of its credit risk management policies and procedures, this could have a material adverse effect on the Group's business, results of operations, financial condition and prospects.

Security interests provided in favour of the Group may not be sufficient to cover all losses and the Group may experience difficulty in enforcing certain types of collateral

The practice of pledging assets (such as share portfolios and real estate assets) to obtain bank financing is subject to certain limitations and administrative restrictions under Saudi Arabian law. In particular, such security may, in some cases, not be enforced without a court order. Accordingly, the value of any such collateral may decrease over time while the Group seeks to enforce it, and the time and costs associated with enforcing the collateral may also adversely affect the Group's ability to recover its financing losses in full.

The Group's financing, net, investment securities portfolio and customers' deposits are concentrated in Saudi Arabia

The Group's financing, net and investments, net are geographically concentrated in Saudi Arabia. These portfolios together aggregated SAR 727,580.4 million, or 90.0 per cent. of the Group's total assets, as at 31 December 2023. As at 31 December 2023, 97.6 per cent. of the Group's gross financing and 84.7 per cent. of its investments, net were based in Saudi Arabia.

The Group's customer deposits aggregated SAR 573,100.6 million, or 81.7 per cent. of its total liabilities, as at 31 December 2023. These deposits are principally sourced in Saudi Arabia.

Accordingly, any deterioration in general economic conditions in Saudi Arabia or any failure by the Group to effectively manage its geographic risk concentrations could have a more significant adverse effect on the Group's business than on that of a more diversified bank. See "*—The Group's operations and assets are principally located in Saudi Arabia and, accordingly, the Group is exposed to general economic conditions in Saudi Arabia*" above and "*—The Group operates in a region that is subject to ongoing political and security concerns*" above.

The Group has significant customer and sector concentrations

Consumer financing accounted for SAR 428,309.8 million, or 71.9 per cent. of the Group's total financing (before 12-month and life-time ECL not credit impaired), as at 31 December 2023. Of the remaining, 28.1 per cent., SAR 45,095.1 million, or 7.5 per cent. of the Group's total financing (before 12-month and life-time ECL not credit impaired), was extended to entities operating in the commercial sector and SAR 36,869.7 million, or 6.1 per cent. of the Group's total financing (before 12-month and life-time ECL not credit impaired), was extended to entities operating in the industrial sector.

Within its financing and investment securities portfolios, the Group's exposure to the Government and quasi-Government entities accounted for 5.6 per cent. of its total financing (before 12-month and life-time ECL not credit impaired) and 77.3 per cent. of its investments, net as at 31 December 2023. The financial condition and ongoing profitability of Government-controlled or Government-related entities largely depends upon Government spending and policy. The Group is therefore exposed to shifts in Government spending and policy and the impact of such shifts on the level of economic activity in Saudi Arabia and, in turn, on the Group's Government-related customers, over which it has no control. The Group's failure to adequately foresee and assess any such shifts may have an adverse effect on its business, results of operations, financial condition and prospects.

Concentrations in the corporate financing receivables portfolio of the Group subjects it to risks from default by its larger counterparties, from exposure to particular industry sectors and from the withdrawal of any large deposits. The Group's financing portfolio shows industry and counterparty concentration.

As a result, a material weakening in the credit quality of, or a default by, any one or more of the Group's large financing counterparties or issuers of debt securities, or any factors which negatively impact any of the sectors to which the Group has significant exposure, could result in the Group having to make significant additional ECL provisions and experiencing reduced gross financing and investment income. Sector specific factors might include:

- low levels of economic growth or a recession in Saudi Arabia which, particularly if coupled with increased levels of unemployment or other factors constraining consumer income, could materially adversely impact the ability of the Group's retail customers to repay their financing;
- prevailing low oil and gas prices which could reduce the liquidity of the Group's Government and quasi-Government counterparties, particularly those that operate in the oil and gas sector or provide products and services to that sector; and

- a significant decline in real estate values which could weaken the credit quality of the Group's building and construction counterparties, and could also reduce the value of the real estate collateral which the Group holds.

The Group also has a high concentration of customers' deposits from large institutional depositors. The withdrawal or non-renewal of the Group's customers' deposits by any one or more of its material depositors (including Government-related depositors) could require the Group to obtain replacement funding from other sources which may not be readily available or may be significantly more expensive, which could reduce the Group's margins and adversely impact its operating income and profitability. See "*—The Group is subject to the risk that liquidity may not always be readily available*" below.

The Group has significant credit-related contingent liabilities and commitments that may lead to potential losses

As part of its normal banking business, the Group issues letters of guarantee, letters of credit and acceptances which are accounted for off the Group's balance sheet until such time as they are actually funded or cancelled. In addition, the Group makes irrevocable commitments to extend credit to its customers. Although these commitments are contingent, they nonetheless subject the Group to both credit and liquidity risks. As at 31 December 2023, the Group had SAR 44,174.9 million in contingent liabilities and commitments outstanding, equal to 6.9 per cent. of its combined financing, net and contingent liabilities and commitments.

Although the Group anticipates that only a portion of its obligations in respect of these commitments will be triggered and funds itself accordingly, the Group may need to make payments in respect of a greater portion of such commitments, particularly in cases where there has been a general deterioration in market conditions. This could result in the Group needing to obtain additional funding, potentially at relatively short notice, which may not be readily available or may be significantly more expensive, which could reduce the Group's margins and adversely impact its operating income and profitability.

The Group could be adversely affected by the soundness or the perceived soundness of other financial institutions and counterparties

Given the high level of interdependence between financial institutions that became most evident during the global financial crisis of 2008 to 2010, the Group is subject to the risk of deterioration in the commercial and financial soundness, or perceived soundness, of other financial institutions. Within the financial services industry, the default of any one institution could lead to significant losses, and potentially defaults, by other institutions. As was experienced in 2008 and 2009, concerns about, or a default by, one institution could also lead to significant liquidity problems, losses or defaults by other institutions, because the commercial and financial soundness of many financial institutions is closely related as a result of their credit, trading, clearing or other relationships. Even the perceived lack of creditworthiness of, or questions about, a counterparty may lead to market-wide liquidity problems and losses or defaults by the Group or other institutions. This risk, often referred to as "systemic risk", may also adversely affect other financial intermediaries, such as clearing agencies, clearing houses, securities firms and exchanges, with whom the Group interacts on a daily basis. Systemic risk, should it materialise, could have a material adverse effect on the Group's ability to raise new funding and on its business generally. The failures in the first half of 2023 of Silicon Valley Bank and Signature Bank in the United States and Credit Suisse in Europe also indicate the potential for systemic risk.

The Group is subject to the risk that liquidity may not always be readily available

The Group is exposed to the risk that it will be unable to meet its obligations, including funding commitments, as they become due as a result of maturity mismatches between its assets and liabilities. If the Group's cash flow from its operations is not sufficient to meet its short- and medium-term contractual and contingent payment obligations when they fall due, it could experience liquidity issues,

even if it continues to receive new customers' deposits and proceeds from new financings or future revenue streams. Such liquidity mismatches could also arise if there is an unexpected outflow of customers' deposits, if there is a material decline in the value of the Group's liquid securities portfolio or if the Group is unable to secure short-term funding or sell assets to bridge any such funding gap. This risk is inherent in banking operations and can be heightened by a number of enterprise-specific factors, including over-reliance on a particular source of funding (including, for example, customers' demand deposits or short-term and overnight funding), changes in credit ratings or market-wide phenomena such as market dislocation and major disasters. Credit markets worldwide experienced a severe reduction in liquidity in the final quarter of 2008 and the first half of 2009. Since then, financial institutions have continued to experience periods of reduced liquidity and industry, regulator and investor focus on liquidity increased in light of bank failures in early 2023.

The perception of counterparty risk between banks has led at times to reductions in certain traditional sources of liquidity, such as the fixed income securities markets, asset sales and redemption of investments. The Group's access to these traditional sources of liquidity may be restricted or available only at a higher cost and there can be no assurance that the Government will provide any support to the Saudi Arabian banking sector in the future. See "*—There are no third-party guarantees or other assurances of Government support*" below.

In addition, uncertainty or volatility in the capital and credit markets may limit the Group's ability to refinance maturing liabilities with long-term funding or may increase the cost to the Group of such funding. The Group's access to any additional financing it may need will depend on a variety of factors, including market conditions, the availability of credit generally and to counterparties in the financial services industry specifically, and the Group's financial condition, credit ratings and credit capacity.

The Group meets a significant portion of its funding requirements through short-term funding sources, primarily in the form of customers' demand deposits. In the past, such customers' deposits have been a stable source of funding; however, the availability of customers' demand deposits is subject to fluctuation due to factors outside the Group's control, including possible loss of consumer confidence and competitive pressures, and this could result in a significant outflow of deposits within a short period of time or may cause the Group to increase the return paid on its deposits to ensure that it retains sufficient deposits. As at 31 December 2023, 62.9 per cent. of the Group's customers' deposits did not have a fixed maturity although, as is typical in the Saudi Arabian banking industry, these deposits have generally proved to be sticky in nature and a stable source of funding based on historical behaviour analysis. Nevertheless, they are effectively repayable on demand. In addition, a further 19.8 per cent. of the Group's customers' deposits were due to mature within three months and a further 11.0 per cent. were due to mature between three months and one year. The Group may experience outflows of deposits at times when liquidity is constrained generally in Saudi Arabia or when its major depositors experience short- or longer-term liquidity requirements. Particularly if international oil and gas prices experience a sharp fall or remain low for a prolonged period, the Group's large depositors (including the Government and quasi-Governmental depositors) may start to withdraw part or even all of their deposits with it.

Although the Group has accessed wholesale funding markets (through bilateral or syndicated financings and the international bond markets) to diversify and increase the maturity of its funding sources, these financings have not eliminated its contractual asset-liability maturity gaps.

In addition, the Group's deposits are geographically concentrated and the Group is reliant on certain large deposits from a limited group of customers. See "*—The Group's financing, net, investment securities portfolio and customers' deposits are concentrated in Saudi Arabia*" above and "*—The Group has significant customer and sector concentrations*" above.

If a substantial portion of the Group's depositors, or any of its largest depositors, fail to roll over short-term time deposits upon maturity or withdraw their demand deposits, the Group's liquidity and financial position could be adversely affected and it may be required to seek other sources of funding from more expensive sources or may have to sell, or enter into sale and repurchase or securitisation transactions over, certain of its assets to meet its funding requirements. No assurance can be given that the Group will be able to obtain additional funding as and when required or at prices that will not affect its ability to compete effectively and, if the Group is forced to sell assets to meet its funding requirements, it may suffer material losses as a result.

In extreme cases, if the Group is unable to refinance or replace such deposits with alternative sources of funding to meet its liquidity needs, through deposits, the interbank markets, the international capital markets or through asset sales, this could have a material adverse effect on its business generally and could, potentially, result in its insolvency.

The Group could be adversely affected by market risks

The Group could be adversely affected by market risks that are outside its control, including, without limitation, volatility in benchmark interest rates, prices of securities or commodities and currency exchange rates. In particular, an increase in benchmark interest rates generally may decrease the value of the Group's fixed-income financing and securities and may increase the Group's funding costs. In addition, fluctuations in benchmark interest rates may result in a pricing gap between the Group's rate-sensitive assets and liabilities. Benchmark interest rates are sensitive to many factors beyond the Group's control, including the policies of central banks, such as SAMA and the U.S. Federal Reserve, political factors and domestic and international economic conditions.

Changes in benchmark interest rate levels and spreads may also affect the Group's future cash flows (by adversely impacting the margin realised between the Group's financing and investment activities and its funding costs). Changes in sukuk, equity and commodity prices may also affect the values of the Group's investment securities.

Although the Group monitors profit and cost rates with respect to its assets and liabilities and seeks to match its profit and cost rate positions, rate movements may lead to mismatches between the rates on its profit-earning assets and cost-bearing liabilities which, in turn, may adversely affect the Group's net financing and investment income. In particular, the Group provides consumer financing and real estate financing on a fixed profit rate basis over the term of the facility (which, as at 31 December 2023, was for an average origination term of 60 months for personal finance and 246 months for real estate finance). The Group's funding, particularly its short-term funding (see "*The Group is subject to the risk that liquidity may not always be readily available*" above) is more exposed to changes in market conditions. If the Group's cost of funding increases and it is not able to pass the increased costs on to all or a significant portion of its existing financing customers in a timely manner or at all due to market, competitive or other conditions, this could have a material adverse effect on its business, results of operations, financial condition or prospects.

The Group is also exposed to the effects of fluctuations in foreign currency exchange rates on its financial position and cash flows. This risk includes the possibility that the value of a foreign currency asset or liability will change due to changes in currency exchange rates as well as the possibility that the Group may have to close out any open position in a foreign currency at a loss due to an adverse movement in exchange rates. The Group attempts to match the currencies of its assets and liabilities and open currency positions are maintained within the limits set by SAMA. However, where the Group is not so hedged, it is exposed to fluctuations in foreign exchange rates and any such hedging activity may not in all cases protect the Group against such risks.

The Group enters into derivative transactions, such as Islamic profit rate swaps and foreign exchange forward agreements and swaps, as part of its business, in order to manage foreign exchange risks. The Group also offers derivative hedging products to its clients. As at 31 December 2023, the Group's derivative contracts had a notional amount of SAR 51,048.3 million and a net positive fair value of SAR 84.1 million. There is no assurance that the Group's derivative contracts will be successful in mitigating its interest rate and foreign exchange rate exposures or that the Group will not experience significant losses on its derivatives contracts from time to time.

Adverse movements in benchmark interest and foreign exchange rates may also adversely impact the revenue and financial condition of the Group's depositors, finance customers and other counterparties which, in turn, may impact the Group's deposit base and the quality of its credit exposures to certain counterparties and other counterparties. Ultimately, there can be no assurance that the Group will be able to protect itself from any adverse effects of a currency revaluation or future volatility in benchmark interest rates or currency exchange rates or from a significant change in the prices of its securities.

The Group's risk management policies, systems and procedures may leave it exposed to unidentified or unanticipated risks

There can be no assurance that the Group's risk management and internal control policies and procedures will adequately control, or protect it against, all credit, liquidity, market, operational and other risks. In addition, certain risks may not be accurately quantified by the Group's risk management systems. Some of the Group's methods of managing risk are based upon the use of historical market data which, as evidenced by events caused by the global financial crisis, may not always accurately predict future risk exposures which could be significantly greater than historical measures indicate. In addition, certain risks could be greater than the Group's empirical data would otherwise indicate.

Other risk management methods depend upon evaluation of information regarding the markets in which the Group operates, its clients or other matters that are publicly available or information otherwise accessible to it. This information may not be accurate, complete, up to date or properly evaluated in all cases. Any material deficiency in the Group's risk management or other internal control policies or procedures may expose it to significant losses as a result of unidentified credit, liquidity, market or operational risks, should they occur.

The Group's risk management techniques may not be consistently implemented or fully effective in mitigating its exposure in all market environments or against all types of risk, including risks that are unidentified or unanticipated. Investors should note that any failure by the Group to identify and/or adequately control these risks, including as a result of any failure to successfully implement new risk management policies, systems and procedures in the future, may have a material adverse effect on the Group's reputation, business, results of operations, financial condition or prospects.

The Group is exposed to operational risk which could result in damage to its reputation as well as financial losses

The Group is exposed to a wide range of operational risks, including those arising from external events and natural disasters or from process error (including failure to document transactions properly or to obtain proper internal authorisation), fraud, failure to comply with regulatory requirements and conduct of business rules, systems and equipment failure (including, in particular, information technology (IT) related failures), inadequate customer services protocols, inadequate employee skills and performance, poor product development and maintenance, unauthorised activities and inadequate security and physical protection. Any losses arising from the materialisation of such risks may have a material adverse effect on the Group's business, results of operations, financial condition or prospects.

The Group's employees could engage in misrepresentation, misconduct or improper practice that could expose the Group to direct and indirect financial loss and damage to its reputation. Such practices may

include embezzling clients' funds, engaging in corrupt or illegal practices to originate further business, intentionally or inadvertently releasing confidential information about clients or failing to follow internal procedures. It is not always possible to detect or deter these types of misconduct, and the precautions which the Group takes to detect and prevent such misconduct may not be effective in all cases. There can be no assurance that measures undertaken to combat these types of misconduct will be successful. Any such actions by employees could expose the Group to financial losses resulting from the need to reimburse clients, co-investors or other business partners who suffered loss or as a result of fines or other regulatory sanctions, and could damage the Group's reputation.

The Group is dependent on its IT systems and any disruption to these systems could materially disrupt the Group's business

The Group depends on its IT systems to process its transactions on an accurate and timely basis, and to store and process substantially all of the Group's business and operating data. The proper functioning of the Group's financial control, risk management, credit analysis and reporting, accounting, customer service and other IT systems, as well as the communication networks between its branches and main data processing centres, are critical to the Group's business and ability to compete effectively. The Group's business activities would be materially disrupted if there is a partial or complete failure of any of the IT systems or communications networks. Such failures can be caused by a variety of factors some of which are outside the Group's control, including natural disasters, extended power outages, computer viruses and other external electronic attacks as discussed under "*—The Group's business is dependent on its IT systems which are subject to potential cyber-attack*" below. The proper functioning of the Group's IT systems also depends on accurate and reliable data and other system input, which are subject to human error. Any failure or delay in recording or processing the Group's transaction data could subject it to claims for losses and regulatory fines and penalties. There can be no assurance that the Group's IT safeguards will be fully effective in the event of a disaster or that they will protect the Group from all losses that could occur.

The Group's business is dependent on its IT systems which are subject to potential cyber-attack

In common with other financial institutions based in Saudi Arabia, the wider GCC and globally, the threat to the security of the Group's information and customer data from security breaches and cyber-attacks presents a real and growing risk to the Group's business. Activists, rogue states and cyber criminals are amongst those targeting IT systems around the world. Risks to technology and cyber-security evolve and change rapidly and require continued focus, monitoring and investment in preventative measures. Given the increasing sophistication and scope of potential cyber-attack, it is possible that future attacks may lead to significant breaches of security. A failure to adequately manage cyber-security risk and continually monitor, review and update current processes in response to new threats could have a number of adverse effects on the Group, including disruption to its business, unauthorised disclosure of confidential information, significant financial and/or legal exposure and damage to its reputation.

The Group may face difficulties raising capital

As at 31 December 2023, the Group's tier 1 capital adequacy ratio (calculated according to Basel III standards for Pillar 1) was 20.40 per cent. and its total capital adequacy ratio was 21.52 per cent. The Group has been designated as a domestically systemically important bank (**D-SIB**) with an additional common equity tier 1 D-SIB surcharge of 0.5 per cent. Accordingly, the Group's total minimum Pillar 1-based capital requirement as at 31 December 2023 was 11.0 per cent., which also included a capital conservation buffer of 2.5 per cent.

The Group is subject to the risk of having insufficient capital resources to meet the minimum regulatory capital requirements applicable to it. Under Basel III, capital requirements are inherently more sensitive

to market movements than under previous regimes and capital requirements will increase if economic conditions or negative trends in the financial markets worsen. Any failure of the Group to maintain its minimum regulatory capital ratios could result in administrative actions or sanctions, which in turn may have a material adverse effect on the Group. In addition, a shortage of available capital might restrict the Group's opportunities for expansion.

A variety of factors affect the Group's capital adequacy levels. For example, a significant increase in financing in 2024 and beyond would be likely to reduce the Group's capital adequacy ratios and any losses experienced by it in future periods would likely have a similar effect. In addition, regulatory requirements in relation to the calculation and required levels of capital adequacy may change from time to time, including as a result of new guidelines issued by the Basel Committee on Banking Supervision and implemented by SAMA. The Group may also need to increase its capital because of market perceptions of adequate capitalisation levels and the perceptions of rating agencies.

If the Group requires additional capital in the future, there can be no assurance that it will be able to obtain this capital on favourable terms, in a timely manner or at all. Moreover, should its capital ratios fall close to regulatory minimum levels or its own internal minimum levels, the Group may need to adjust its business practices, including reducing the risk and leverage of certain activities. If the Group is unable to maintain satisfactory capital adequacy ratios, its credit ratings may be lowered and its cost of funding may therefore increase. Any of these factors could have a material adverse effect on the Group's business, results of operations, financial condition or prospects.

The Group is a highly regulated entity and changes to, or to the interpretation or enforcement of, applicable laws or regulations, or the failure to comply with such laws or regulations could have an adverse impact on the Group's business

Members of the Group, including the Bank, are subject to prudential and regulatory controls designed to maintain the safety and soundness of financial institutions, ensure their compliance with economic, social and other objectives and limit their exposure to risk. For example, the Law on the Treatment of Systemically Important Financial Institutions, issued on 11 December 2020 which came into effect in June 2021 (the **SIFI Law**), provides for the relevant regulator to determine whether a financial institution such as the Bank should be deemed to be systematically important. As at the date of this Offering Circular, no financial institution in Saudi Arabia has been deemed to be a systematically important financial institution by SAMA under the SIFI Law. However, there can be no assurance that the Bank will not be so designated in the future. The objectives of the SIFI Law include the protection of the financial system and sector in Saudi Arabia and minimising dependence on Government support by instead utilising the resources of the relevant financial institution. The SIFI Law gives the relevant regulator the right to undertake certain protective measures to safeguard the financial system, such as the ability to amend, reduce, cancel or convert into equity the rights of bondholders or certificateholders of the relevant financial institution, which may include holders of certain Certificates issued under the Programme. SAMA continues to consult on aspects of the SIFI Law, including a consultation in August 2023 on the draft implementing regulation and a consultation in February 2024 on draft rules for the valuation of systemically important financial institutions.

These laws, regulations and other rules may limit the activities of members of the Group and increase their cost of doing business. Changes in these laws and regulations (such as those pursuant to Basel III reforms that became effective in January 2023) and the way they are interpreted or enforced may affect the Group's reserves, revenue and performance and may have a material adverse effect on the Group's business, results of operations, financial condition or prospects. In addition, a breach of regulatory guidelines could expose the Group to potential liabilities, sanctions and reputational damage. Although the Group works closely with its regulators and continually monitors compliance with SAMA and CMA regulations and policy, future changes in regulation, fiscal or other policies cannot be predicted and are beyond its control.

In order to carry out and expand its businesses, it is necessary for the Group to maintain or obtain a variety of licences, permits, approvals and consents from various regulatory, legal, administrative, tax and other governmental authorities and agencies. The processes for obtaining these licences, permits, approvals and consents are often lengthy, complex, unpredictable and costly. If the Group is unable to maintain or obtain the relevant licences, permits, approvals and consents, its ability to achieve its strategic objectives could be impaired.

There is also increased international scrutiny of banks operating in all markets in connection with sanctions, anti-money laundering (AML), anti-terrorist financing and other regulations, some of which are international in their operation. These laws and regulations require the Group, amongst other things, to adopt and enforce “know your customer” (KYC) policies and procedures and to report suspicious and large transactions to the applicable regulatory authorities. The Group has adopted KYC and AML policies and procedures and reviews them regularly in light of regulatory and market developments. The Group’s ability to comply with all such applicable laws and rules is driven by the robustness of its IT, compliance, audit and reporting systems and procedures, as well as its ability to attract and retain qualified compliance and risk management personnel. In the event of actual or alleged compliance breaches by a Group company, that company may become subject to investigation and judicial or administrative proceedings, which could result in penalties or lawsuits (including by customers) for damages, the loss of its ability to do business in the international banking market or in specific jurisdictions, the loss of its banking licence or material damage to its reputation, each of which could have a material adverse effect on the Group’s business, results of operations, financial condition or prospects.

The Bank faces increasing competition which may negatively impact its results of operations

All sectors of the market for financial and banking services in Saudi Arabia are highly competitive. Based on SAMA’s website as at 3 April 2024, there are 27 commercial banks operating in Saudi Arabia, of which 11 are local banks incorporated in Saudi Arabia and 16 are foreign banks licensed to operate through branches in Saudi Arabia. In addition, seven foreign banks and three digital banks have been licensed but have not yet commenced operations, although two digital banks are currently in a pilot phase of operations.

The Bank faces intensifying competition in Saudi Arabia both from new entrants to the market and from existing competitors, including Saudi National Bank which was created in early 2021 following the merger of National Commercial Bank and Samba Financial Group, which may increase pressure on the Bank to improve the range and sophistication of its products and services currently offered. Competition in its key areas of operation including, in particular, consumer financing, may limit the Bank’s ability to grow its business, increase its client base and expand its operations and/or reduce or reverse its asset growth rate and profit margins on the services it provides. If the Bank experiences increasing margin pressure and rising operating expenses as the banking sector in Saudi Arabia develops and/or the Bank is not able to compete effectively and/or the Bank incurs significant additional costs as it seeks to compete effectively, these factors could have a material adverse effect on the Group’s business, results of operations, financial condition or prospects.

There are no third-party guarantees or other assurances of Government support

Investors should be aware that no guarantee (implicit or explicit) has been given in relation to the financial obligations of the Bank (including in respect of the Certificates) by the Government, the shareholders of the Bank or any other person. Further, and notwithstanding the Bank’s status as a D-SIB, there can be no assurance that Government support will be available to the Bank in the event of any future crisis or economic disruption in Saudi Arabia’s banking sector. Neither the Government nor any of its related entities are under any obligation to invest in, make customers’ deposits with, do business with or otherwise support the Bank.

The Group's accounting principles and policies are critical to how it reports its financial condition and results of operations and require management to make estimates about matters that are uncertain

Accounting principles and policies are fundamental to how the Group records and reports its financial position and results of operations. Management must exercise judgment in selecting and applying many of these accounting policies so that they comply with IFRS and its interpretations as issued by the International Accounting Standards Board endorsed in Saudi Arabia and with the other standards and pronouncements that are endorsed by SOCPA.

Management has identified certain key assumptions concerning the future and other key sources of estimation uncertainty that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities in the notes to its financial statements. These are described in note 2(e) to the 2023 Financial Statements.

A variety of factors could affect the ultimate value that is obtained either when recognising income or expenses, recovering an asset or reducing a liability. The Group has established policies and control procedures that are intended to ensure that its accounting judgments and estimates are monitored and applied consistently. In addition, the policies and procedures are intended to ensure that the process for changing methodologies occurs in an appropriate manner. Due to the uncertainty surrounding the Group's judgments and the estimates pertaining to these matters, no assurance can be given that the Group will not be required to make changes in accounting estimates or restate prior period financial statements in the future.

The Group's continued success depends on its ability to attract key management and qualified personnel

The Group's continued success depends, in part, on its ability to continue to attract, retain and motivate suitably qualified and experienced personnel. There is significant competition in the Saudi banking industry for personnel with relevant expertise due to the limited number of available and/or qualified individuals relative to the high level of demand.

The Government has introduced a number of initiatives, which require financial services entities to ensure that certain sensitive roles are held by Saudi nationals. As at 31 December 2023, the Bank's Saudisation level was 97.95 per cent.

Any failure by the Group to manage its personnel needs successfully, including retaining key members of its executive management team and/or recruiting new qualified personnel at a pace consistent with its growth, could impede the implementation of the Group's strategy, hinder the growth of its business and have a material adverse effect on its business, results of operations, financial condition or prospects.

The Group is exposed to reputational risks related to its operations and industry and its reputation may also be adversely affected if any of its Islamic finance products are deemed to be non-Shari'a compliant

The Group depends on the trust and confidence of its customers to succeed in its business. The Group is exposed to the risk that litigation, misconduct, operational failures, negative publicity and press speculation, whether or not valid, will harm its reputation. The Group's reputation may also be adversely affected by the conduct of third parties over whom it has no control, including entities to which it has extended financing or in which it has invested. For example, if one of the Group's financing counterparties becomes associated with financial scandals or widely publicised improper behaviour, the Group's own reputation may be affected. The Group is also exposed to adverse publicity relating to the financial services industry as a whole. Financial scandals unrelated to the Group or questionable ethical conduct by a competitor may taint the reputation of the industry and affect the perception of investors,

public opinion and the attitude of regulators. Any damage to the Group's reputation could cause existing customers to withdraw their business and lead potential customers to be reluctant to do business with the Group.

The Bank is an Islamic financial institution. All of its products are reviewed and approved by the Al Rajhi Bank Internal Shari'a Supervision Committee. In doing so, each member of the Al Rajhi Bank Internal Shari'a Supervision Committee must employ his interpretative efforts in accordance with methodological rules and/or principles of Islamic jurisprudence. While various Islamic schools of thought agree on the general methodology and the basic principles of interpretation, they may disagree on particular rules. If any issues are called into question relating to the extent of the Shari'a compliance of Shari'a authority-approved products offered by the Bank, the Bank's reputation could be negatively affected which may in turn have a material adverse effect on the Group's business, results of operations, financial condition or prospects.

A negative change in the Bank's credit ratings could adversely affect the Group's ability to access the debt capital markets and may increase its financing costs

The Bank's credit ratings, which are intended to measure its ability to meet its debt obligations as they mature, are an important factor in determining the Group's financing cost.

The Bank's long-term corporate ratings were assessed at "A-" with a stable outlook by S&P in July 2023, "A-" with a stable outlook by Fitch in January 2024 and "A1" with a stable outlook by Moody's in September 2023. A rating is not a recommendation to buy, sell or hold securities. Ratings may be subject to revision, suspension or withdrawal at any time by the assigning rating organisation and each rating should be evaluated independently of any other rating.

There can be no assurance that any of the Bank's ratings will remain the same in the future. Any actual or anticipated changes in the Bank's credit ratings may affect the market value of the Certificates. A downgrade of the Bank's credit ratings (or a negative change of outlook) may increase the Group's financing cost and may also limit the Bank's or any of its subsidiaries' ability to raise capital and funding, each of which could adversely affect the Group's business, results of operations, financial condition and prospects.

According to Moody's and Fitch, a significant factor related to the Bank's ratings is the relevant agency's view of the likelihood of sovereign support in case of need.

In addition:

S&P stated in its report that the key risks that the Bank faces are its material asset-liability liquidity mismatch and its high sector and geographic concentration and that a downgrade would be possible if the Bank's capitalisation or asset quality deteriorates coupled with a downgrade of the sovereign rating;

Moody's noted in its report that the Bank's credit challenges are increased competition in consumer finance, the rapid growth in its financing book and a shift in its funding profile, and its change of focus to grow corporate and commercial banking where the Bank has not been strong historically and which will carry some asset risk. Moody's states that downward strain on the Bank's rating could develop from (i) the lowering of the sovereign rating, (ii) a material deterioration in the Bank's operating environment resulting in a weakening of its solvency and (iii) deterioration in the Bank's funding and liquidity through higher reliance on market funding as funding pressures in the system continue or lower liquidity buffers; and

Fitch noted in its report that factors that could lead to a negative rating action or downgrade are (i) a significant weakening in the operating environment, (ii) there is significant deterioration in the Bank's asset quality metrics, particularly if this results in pressure on the Bank's capitalisation and (iii) a

sovereign downgrade or Fitch changing its view on Saudi authorities using resolution legislation to bail in senior creditors.

Saudi Arabia has been assigned the following credit ratings: A1 (positive outlook) by Moody's, A+ (stable outlook) by Fitch and A (stable outlook) by S&P. As a result, if any of the Bank's rating agents were to reduce their ratings, or change the outlook of their ratings, on Saudi Arabia, this could also result in the relevant rating agent lowering, or changing the outlook of, its rating on the Bank. See "— *There are no third-party guarantees or other assurances of Government support*" above.

Risks Relating to the Economic, Political and Regulatory Environment in Saudi Arabia

Saudi Arabia's economy remains dependent on its oil revenue

Saudi Arabia's economy remains dependent upon oil revenue. According to OPEC data, as at 31 December 2022 Saudi Arabia had approximately 17.1 per cent. of global proven crude oil reserves. According to preliminary data produced by GASTAT, oil related activities accounted for 31.9 per cent. of Saudi Arabia's nominal GDP, oil revenue accounted for an estimated 62.2 per cent. of total Government revenue and oil exports accounted for 77.1 per cent. of Saudi Arabia's total exports by value, in each case in 2023.

As oil is Saudi Arabia's most important export, any change in oil prices affects various macroeconomic and other indicators, including, but not limited to, GDP, Government revenues, balance of payments and foreign trade. International oil prices are volatile. For example, since June 2014, when the monthly average OPEC Reference Basket price was U.S.\$107.89 crude oil prices generally declined, reaching a monthly average low of U.S.\$26.50 in January 2016, before partially recovering to a monthly average of U.S.\$77.18 per barrel in September 2018. On an annual average basis the OPEC Reference Basket price was U.S.\$64.04 in 2019, U.S.\$41.47 in 2020 (when it was significantly impacted by COVID-19 and other events as discussed below), U.S.\$69.89 in 2021 and U.S.\$100.08 in 2022 (principally reflecting the impact of supply concerns caused by the Russian invasion of Ukraine in early 2022 and the international sanctions imposed on Russia as a result) and U.S.\$82.95 in 2022, reflecting adjustments in the sanctions regime at the end of 2022 and generally lower demand than expected. The price per barrel of Arabian Light Crude Oil (which is one of the five grades of crude oil produced by Saudi Arabia and constitutes part of the OPEC Reference Basket) has also generally moved in line with these trends.

Factors that may affect the price of oil include, but are not limited to:

- economic and political developments in oil-producing regions, particularly in the Middle East;
- global and regional supply and demand, and expectations regarding future supply and demand, for oil products;
- the ability of members of OPEC and other crude oil-producing nations to agree upon and maintain specified global production levels and prices;
- the impact of international environmental regulations designed to reduce carbon emissions;
- other actions taken by major crude oil-producing or consuming countries;
- prices and availability of alternative fuels and new technologies using alternative fuels;
- the impact of pandemic diseases, such as COVID-19, and wars (such as the Russia/Ukraine war);

- the impact of terrorist action against significant hydrocarbon facilities; and
- global weather and environmental conditions.

If the international prices for hydrocarbon products were to materially fall from their current levels and remain low for an extended period, this could have a material adverse effect on Saudi Arabia's economy which, in turn, could have a material adverse effect on the Group's business, financial condition and results of operations

There can be no assurance that the Government's efforts to diversify Saudi Arabia's economy will be successful

In recent years the Government has invested heavily in diversifying Saudi Arabia's economy to reduce its reliance on oil revenues. Measures taken include the National Transformation Program 2020 and Saudi Vision 2030. Through the Saudi Vision 2030, the Government is seeking to implement far-reaching reforms of Saudi Arabia's economy and society. Some of the measures envisaged include the greater participation of Saudi citizens in the private sector, a decrease in certain subsidies historically available to the fuel and energy sectors, as well as the imposition of new taxes and administrative fees. The implementation of these and other similar measures may be a lengthy and complex process, and there can be no assurance that these measures will not have an adverse effect on Saudi Arabia's economic and financial condition.

There can be no assurance that the increased contribution of the non-oil sector to Saudi Arabia's economy will continue in the future or that the non-oil sector will continue to grow at a sufficient extent to achieve effective and adequate diversification of the economy. Furthermore, there can be no assurance that the Government will be able to successfully implement Saudi Vision 2030, and/or the subset of Vision Realisation Programmes (a series of programmes which aim to achieve the strategic objectives of the Saudi Vision 2030) in their current form, or that their implementation will be in line with the timelines originally set out. Any amendment to the scope or timing of the implementation of the objectives of Saudi Vision 2030 and/or the subset of Vision Realisation Programmes, in whole or in part, may result in the Government being unable to achieve the diversification of the economy and its sources of revenue to the required extent. Additionally, to the extent that a prolonged or further decline in oil prices has an adverse impact on the Government's revenues, this may in turn adversely impact the Government's ability to invest in the diversification of Saudi Arabia's economy. Any failure to diversify Saudi Arabia's economy may result in its economy remaining susceptible to the risks associated with the oil sector. Any material deterioration in Saudi Arabia's economic and financial condition would also be likely to negatively affect its banking sector and could have a material adverse effect on the Group.

A slowdown in the economies of Saudi Arabia's key trading partners could adversely affect its economy

Saudi Arabia has strong trading relationships with many countries, particularly major oil-importing economies such as China, the United States, Japan, South Korea, India and a number of states of the European Union. To the extent that there is a slowdown in the economies of any of these countries, this may have a negative impact on Saudi Arabia's foreign trade and balance of payments, which could have a material adverse effect on its economic and financial condition.

Any sustained market and economic downturn or geopolitical uncertainties in the United States, China or any of Saudi Arabia's other key trading partners may exacerbate the risks relating to Saudi Arabia's trade with those countries which, in turn, may have a negative impact on Saudi Arabia's foreign trade and balance of payments. In particular, demand for crude oil and consequently the price of crude oil

may be adversely affected and this may have a material adverse effect on Saudi Arabia's economic and financial condition.

Any material deterioration in Saudi Arabia's economic and financial condition would also be likely to negatively affect its banking sector and could have a material adverse effect on the Group.

Saudi Arabia's and other GCC legal systems continue to develop and this may create an uncertain environment for investment and business activity

Saudi Arabia and many of the other GCC countries are in various stages of developing their legal and regulatory institutions that are characteristic of more developed markets. As a result, procedural safeguards as well as formal regulations and laws may not be applied consistently. The courts, judicial committees and adjudicatory bodies in Saudi Arabia (the **Saudi Courts**) have a wide discretion as to how laws and regulations are applied to a particular set of circumstances. There is no doctrine of binding precedent in the Saudi Courts, decisions of the Saudi Courts are not routinely published and there is no comprehensive up-to-date reporting of judicial decisions. Bankruptcy procedures also remain largely untested. In some circumstances, it may not be possible to obtain the legal remedies provided under Saudi Arabian law in a timely manner. As a result, the outcome of any legal disputes in Saudi Arabia may be uncertain.

As the legal environment remains subject to continuous development, investors in Saudi Arabia and the other GCC countries may face uncertainty as to the security of their investments. Any unexpected changes in the legal systems in Saudi Arabia and the other GCC countries may have a material adverse effect on the rights of Certificateholders or the investments that the Group has made or may make in the future, which may in turn have a material adverse effect on the Group's business, results of operations, financial condition or prospects.

Saudi Arabia's banking regulatory environment is continually evolving and may change in a manner that is adverse to the Group

The Bank falls under the supervision of SAMA, which regulates the banking sector in Saudi Arabia. The Bank operates in compliance with SAMA rules, regulations and guidelines, which from time to time may be amended in accordance with economic and political developments in the country. SAMA operates to a standard expected of international regulators and generally follows the recommendations of the Basel Committee. The Group's business could be directly affected by future changes to Saudi Arabia's banking regulatory policies, laws and regulations, such as those affecting the extent to which the Bank can engage in specific businesses, as well as changes to other governmental policies. The Bank cannot provide any assurance that such changes will not adversely affect the Group's business, results of operations, financial condition or prospects nor that it will be able to adapt to all such changes on a timely basis. Failure to comply with the rules, regulations and guidelines of SAMA could have a material adverse effect on the Group's business, results of operations, financial condition or prospects.

The Bank is subject to labour force regulations in Saudi Arabia and any failure to comply with those regulations could have a material adverse effect on the Group

Companies in Saudi Arabia are in general encouraged by the Ministry of Human Resources and Social Development to ensure that Saudi nationals are prioritised with regards to employment opportunities with strong career progression and development programmes. The Bank has a talent acquisition, learning and development strategy designed to attract and retain Saudi nationals to comply with the relevant regulations, although, in common with other corporate entities in Saudi Arabia, the Bank experiences competition for, and may occasionally find it difficult to recruit and retain, qualified Saudi nationals. Any failure by the Bank to fill specific regulated roles with Saudi nationals could cause the Bank to be questioned by the regulator for non-compliance with these requirements which could, in turn, have an adverse effect on the Bank's reputation.

In addition, in recent years, Saudi Arabia has tightened controls on the employment of foreign workers, required increased localisation of the operations of foreign investors in Saudi Arabia and introduced amendments to labour laws. There is no guarantee that those changes will not have an impact on the Bank's customers in general, or customers in any particular segment of business which comprises a significant proportion of the Group's credit exposure. If any changes in Saudi Arabia's labour laws negatively affect the Group's customers, this could reduce the ability of those customers to meet their payment obligations to the Group. The occurrence of any such effect with respect to a major customer, or a group of customers, could have a substantial negative effect on the Group.

Any alteration to, or abolition of, the foreign exchange "peg" of the Saudi riyal or other regional currencies at a fixed exchange rate to the U.S. dollar will expose the Group to U.S. dollar foreign exchange movements against the Saudi riyal or other such currencies

The Group maintains its accounts and reports its results in Saudi riyal. The Saudi riyal has been pegged to the U.S. dollar since 1986. In addition, the following oil-producing GCC countries have their currencies pegged to the U.S. dollar: Qatar, the UAE, Oman and the Kingdom of Bahrain. From time to time, oil-producing countries with currencies that have been traditionally pegged to the U.S. dollar have faced pressure to de-peg and, in certain cases, have de-pegged their currencies. For example, Kazakhstan de-pegged the Kazakhstani tenge from the U.S. dollar on 20 August 2015, which was followed on 21 December 2015 by the removal of the U.S. dollar peg against the Azerbaijani manat.

There is a risk that additional countries may choose to unwind their existing currency peg to the U.S. dollar, both in the GCC and the wider region. While the long-term impacts of such actions are uncertain, it is likely that any such de-pegged currency would face a devaluation against the U.S. dollar immediately following the removal of the peg. While it continues to be the policy of the Government and SAMA to maintain the currency peg at its existing level, there can be no assurance that future unanticipated events, including an increase in the rate of decline of the Government's reserve assets, will not lead the Government to reconsider its exchange rate policy.

Any de-pegging or re-evaluation to the current exchange rate either in Saudi Arabia or across the wider region, particularly if the de-pegging or re-evaluation is accompanied by a significant depreciation of the relevant currency against the U.S. dollar or other major currencies, could contribute to higher inflation, increase the burden of servicing external debt and damage investor confidence, resulting in capital outflows and market volatility, each of which could have a material adverse effect on Saudi Arabia's economic and financial condition. This, in turn, could have a material adverse effect on the Group's business, results of operations, financial condition or prospects.

The statistical data contained in this Offering Circular should be treated with caution by prospective investors

Statistics contained in this document, including in relation to GDP, money supply, inflation and indebtedness of the Government, have been obtained from, amongst other sources, GASTAT, SAMA, the IMF and OPEC. Such statistics, and the component data on which they are based, may not have been compiled in the same manner as data provided by other sources and may be different from statistics published by third parties, reflecting the fact that the underlying assumptions and methodology may vary from source to source. There may also be material variances between preliminary, estimated or projected statistics included in this Offering Circular and actual results, and between statistics included in this Offering Circular and corresponding data previously published by or on behalf of the bodies listed above. Consequently, the statistical data contained in this Offering Circular should be treated with caution by prospective investors.

Risks relating to the Certificates

Capitalised terms not defined in this section "Risks relating to the Certificates" have the meanings given to them in "Terms and Conditions of the Certificates".

Certificateholders' right to receive payment of the face amount of the Certificates and the Certificateholders' right to any profit will be permanently cancelled or permanently Written-down (in whole or in part) upon the occurrence of a Non-Viability Event

If, in respect of any Series of Certificates, a Non-Viability Event (as defined below) occurs at any time on or after the Issue Date of the first Tranche issued under such Series and prior to the date on which the Applicable Statutory Loss Absorption Regime becomes effective, the Certificates of that Series will be permanently cancelled (in the case of a Write-down in whole) or permanently Written-down in part on a *pro rata* basis (in the case of a Write-down in part) by the Trustee in accordance with the Conditions and (except as described in paragraph (e) of the definition of Write-down in the Conditions) all rights of any Certificateholder to payment of any amounts under or in respect of the Certificates of that Series (including, without limitation, the Dissolution Distribution Amount and any amounts arising as a result of, or due and payable upon the occurrence of, a Dissolution Event (each as defined in the Conditions)) in a proportion corresponding to the relevant Write-down Amount (and any related unpaid Periodic Distribution Amounts) (each as defined in the Conditions) shall, as the case may be, be cancelled or Written-down *pro rata* among the Certificateholders and, in each case, not restored under any circumstances, irrespective of whether such amounts have become due and payable prior to the date of the Non-Viability Event or notice in relation thereto. Further, a Write-down in full or in part of the Certificates of a Series could occur prior to the Ordinary Shares absorbing losses in full. A Write-down shall not constitute a Dissolution Event.

The Conditions do not in any way impose restrictions on the Bank following a Write-down, including restrictions on making any distribution or equivalent payment in connection with any Junior Obligations (including, without limitation, the Ordinary Shares), any *Pari Passu* Obligations or any Senior Obligations.

Certificateholders will lose the entire amount or, as the case may be, a material amount, of their investment in the Certificates as a result of a Write-down and moreover, in such event, it is likely that Certificateholders will suffer losses in respect of their investment in the Certificates ahead of, or without, any losses being required to be borne by the Bank's shareholders.

Investors should also be aware that the application of a non-viability loss absorption feature similar to Condition 10 has not been tested in the Kingdom and therefore uncertainty exists in its application.

A **Non-Viability Event** means that the Financial Regulator has notified the Bank in writing that it has determined that the Bank is, or will become, Non-Viable without:

- a Write-down of the Certificates (and write-down of any of the Bank's other capital instruments or other obligations constituting Tier 1 Capital and/or Tier 2 Capital of the Bank that, pursuant to their terms or by operation of law, are capable of being written-down and/or converted into equity); or
- a public sector injection of capital (or equivalent support) provided that such injection of capital is not made (i) by a shareholder of the Bank; or (ii) on terms that are more favourable to the Bank than those that would be accepted by private investors in comparable transactions.

The Group's current and future Junior Obligations or *Pari Passu* Obligations might not include write-down or similar features comparable to those of the Certificates. As a result, it is possible that the Certificates will be subject to a Write-down, while certain Junior Obligations and/or *Pari Passu*

Obligations remain outstanding and continue to receive payments and, as such, Certificateholders may be subject to losses ahead of holders of certain Junior Obligations and/or Pari Passu Obligations.

Basel III reforms and risk of a change in the regulations relating to loss absorption affecting the Certificates

On 13 January 2011, the Basel Committee expanded on the Basel III capital rules with additional non-viability requirements (the **January 13 Annex**). The January 13 Annex requires non-common equity Tier 1 or Tier 2 instruments issued by an internationally active bank to have a provision in their terms and conditions or be included in a statutory legal framework that requires such instruments, at the option of the relevant authority, to either be written off or converted to common equity upon a "trigger event". A "trigger event" is the earlier of: (1) a decision that a write-off, without which the bank would become non-viable, is necessary, as determined by the relevant authority; and (2) the decision to make a public sector injection of capital, or equivalent support, without which the bank would have become non-viable, as determined by the relevant authority. SAMA mandated all Saudi banks, including the Bank, to implement the additional requirements imposed by the January 13 Annex from 1 January 2013. See "*– Certificateholders' right to receive payment of the face amount of the Certificates and the Certificateholders' right to any profit will be permanently cancelled or permanently Written-down (in whole or in part) upon the occurrence of a Non-Viability Event*".

There can be no assurance that in the future SAMA will not amend its interpretation and implementation of the January 13 Annex described above. In addition, revisions to the January 13 Annex may be implemented in the Kingdom in a manner that is different from that which is currently envisaged, or regulations may be introduced through the introduction of an Applicable Statutory Loss Absorption Regime in the Kingdom.

In particular, the Law on the Treatment of Systemically Important Financial Institutions M/38 dated 25/4/1442H (corresponding to 10 December 2020) (the **SIFI Law**), provides that in respect of any systemically important financial institution, subject to certain conditions being met which include, among others, the financial institution being in distress or likely to become distressed, SAMA may, among other things, amend the rights of the holders of capital instruments. The Bank has been determined by SAMA to be a systemically important financial institution.

The SIFI Law provides for implementing regulations to be prepared by SAMA and the CMA. On 29 August 2023, SAMA published a draft of the implementing regulations of the SIFI Law for institutions subject to the supervision of SAMA (the **Implementing Regulations**) for public consultation. As of the date of this Base Offering Circular, the Implementing Regulations have not yet been issued and there can be no assurance that the Implementing Regulations, once they are finalised, will be consistent with the draft version that was published on 29 August 2023. The draft Implementing Regulations include certain provisions relating to the procedure for the amendment of rights of holders of capital instruments, including in relation to the required valuation by SAMA of the relevant SIFI's assets prior to the application of any such procedure to determine, among other things, the extent of the write down of relevant capital instruments.

The SIFI Law, together with its implementing regulations (once published), would likely constitute an Applicable Statutory Loss Absorption Regime for the purposes of the Certificates.

The Conditions provide that, on or after the date on which the Applicable Statutory Loss Absorption Regime becomes effective, the provisions of Condition 10 will lapse and cease to apply, except to the extent such provisions are required by the Applicable Statutory Loss Absorption Regime or the Financial Regulator in the exercise of its powers thereunder.

If, on or after such date, an event occurs which under the Applicable Statutory Loss Absorption Regime would lead to a determination of non-viability by SAMA in respect of the Bank, SAMA (or the Bank

following instructions from SAMA) may take such action in respect of the Certificates as is required or permitted by such Applicable Statutory Loss Absorption Regime.

Whilst the SIFI Law provides that creditors whose rights are amended shall not incur greater losses than what is estimated would have been lost had the relevant financial institution been wound up, there can be no assurance that any such amendment of rights of holders or other action taken by SAMA will adhere to such objective, be similar to the loss absorption provisions set out in Condition 10 or otherwise be in the interests of Certificateholders.

Accordingly, the operation of any such future legislation or implementation of an Applicable Statutory Loss Absorption Regime may result in the Certificates absorbing losses in a manner other than as described herein, which may in turn have an adverse effect on the position of the Certificateholders.

The circumstances triggering a Write-down are unpredictable and Certificateholders may suffer losses in respect of their holding of the Certificates ahead of, and without, any losses being required to be borne by the Bank's shareholders

The occurrence of a Non-Viability Event is inherently unpredictable and depends on a number of factors, many of which are outside of the Group's control. The occurrence of a Non-Viability Event is subject to, *inter alia*, a subjective determination by the Financial Regulator (as defined in the Conditions). As a result, the Financial Regulator may require a Write-down in circumstances that are beyond the control of the Group and with which the Group may not agree. See " – *Certificateholders' right to receive payment of the face amount of the Certificates and the Certificateholders' right to any profit will be permanently cancelled or permanently Written-down (in whole or in part) upon the occurrence of a Non-Viability Event*". The exercise (or perceived likelihood of exercise) of any such power by the Financial Regulator or any suggestion of such exercise could materially adversely affect the value of the Certificates of a Series and could lead to the Certificateholders losing some or all of their investment in the relevant Certificates of a Series.

The Financial Regulator shall, in its sole discretion, determine the occurrence and scope of a Non-Viability Event and therefore the requirement for a Write-down. Accordingly, prospective investors should note that the Financial Regulator may require a Write-down, without also requiring the Ordinary Shares and/or Other Common Equity Tier 1 Instruments to absorb any losses. In such circumstances, Certificateholders of a Series may suffer losses in respect of their holding of the relevant Certificates of a Series ahead of, or without, any losses being required to be borne by the Bank's shareholders.

The financial viability of the Group will also depend in part on decisions made by the Group in relation to its business and operations, including the management of its capital position. In making such decisions, the Group will not necessarily have regard to the interests of Certificateholders and, in particular, the consequences for Certificateholders of any such decisions and there can be no assurance in any such circumstances that the interests of the Group, its shareholders and the Financial Regulator will be aligned with those of the Certificateholders.

Prospective investors should also be aware that the application of a non-viability loss absorption feature as contained in Condition 10 has not been tested in the Kingdom and therefore uncertainty exists in its application.

The payment obligations of the Bank under the Master Mudaraba Agreement are conditional, subordinated and unsecured obligations

Prospective investors should note that, subject to Condition 10 (see " – *Certificateholders' right to receive payment of the face amount of the Certificates and the Certificateholders' right to any profit will be permanently cancelled or permanently Written-down (in whole or in part) upon the occurrence of a Non-Viability Event*"), except upon the occurrence and continuation of any Winding-Up Proceeding

and without prejudice to Condition 8, the Relevant Obligations with respect to each Series of the Certificates are conditional (in the case of payments of profit (other than in respect of Rab-al-Maal Final Mudaraba Profit payable on any Mudaraba End Date in the case of a Non-Payment Election (as defined below)), upon a Non-Payment Election or Non-Payment Event not having occurred), are unsecured and no collateral is or will be given by the Bank in relation thereto.

In respect of each Series of the Certificates, payments of Periodic Distribution Amounts will be made by the Trustee provided that the Bank (as Mudareb) shall have paid to the Trustee profit amounts equal to such Periodic Distribution Amount pursuant to the terms of the Master Mudaraba Agreement. In this regard, prospective investors should note that upon the occurrence and continuation of any Winding-Up Proceeding, the Relevant Obligations will rank (a) subordinate and junior to all Senior Obligations but not further or otherwise, (b) *pari passu* with all other Pari Passu Obligations and (c) in priority only to all Junior Obligations, as more particularly described in Condition 4(b). In such case, there may not be sufficient assets to satisfy the claims of the holders of the Certificates in full.

No limitation on issuing senior securities; subordination

Other than the limitations in relation to the issue of further Additional Tier 1 Capital by the Bank as set out in Condition 4(d) which limits the circumstances in which Additional Tier 1 Capital of the Bank can be issued that ranks senior to each Series of the Certificates, there is no restriction in the Conditions or in the terms of the Transaction Documents on the Bank (in its capacity as Mudareb or otherwise) incurring additional financing or issuing securities or creating any guarantee or contractual support arrangement which would rank senior to each Series of Certificates and the obligations of the Bank under the Master Mudaraba Agreement (the **Bank Senior Obligations**). The issue of or the creation of any such Bank Senior Obligations may reduce the amount recoverable by the relevant Certificateholders of a Series on a winding-up of the Bank. Accordingly, in the winding-up of the Bank and after payment of the claims of Senior Creditors, there may not be a sufficient amount to satisfy the amounts owing to the relevant Certificateholders of a Series. See also " – *The payment obligations of the Bank under the Master Mudaraba Agreement are conditional, subordinated and unsecured obligations*".

Payments of Periodic Distribution Amounts may be cancelled and are non-cumulative

The Bank may elect (any such election being a **Non-Payment Election**), in its sole discretion and by instructing the Trustee to such effect, to not make payment of a Periodic Distribution Amount (in whole or in part) to Certificateholders on the corresponding Periodic Distribution Date as more particularly provided in Condition 8.2, except that no such election may be made in respect of the Periodic Distribution Amount payable on the date on which the Certificates of such Series are to be redeemed in whole at the Bank's discretion in accordance with Condition 9.1.

In addition, if, in respect of any Series, a Non-Payment Event (as defined in the Conditions) occurs (which includes the case where sufficient Distributable Profits are not available in order to permit the Bank to make the relevant payment or as a result of a breach of Applicable Regulatory Capital Requirements (including any payment restrictions due to a breach of any applicable capital buffers imposed on the Bank by the Financial Regulator)), the Bank (in its capacity as Mudareb) shall be prohibited from paying Rab-al-Maal Mudaraba Profit or Rab-al-Maal Final Mudaraba Profit, as applicable, on any Mudaraba Profit Distribution Date or Mudaraba End Date (as the case may be) pursuant to the Master Mudaraba Agreement, and as a result thereof the Trustee shall be prohibited from paying Periodic Distribution Amounts to the Certificateholders on the corresponding Periodic Distribution Date, as more particularly provided in, Condition 8.1.

In relation to the paragraph above, **Distributable Profits** is defined in the Conditions as the amount of the Bank's consolidated retained earnings and reserves, including general reserves, special reserves and statutory reserves (to the extent not restricted from distribution by applicable law), after the transfer of

any amounts to non-distributable reserves, all as calculated by the Bank based on its most recent consolidated financial statements, or any equivalent or successor term from time to time as prescribed by the Capital Regulations. As at 31 December 2023, the Bank's Distributable Profits amounted to SAR 16,816.4 million. In addition, as at the date of this Base Offering Circular, the Bank is subject to a capital conservation buffer requirement of 2.5 per cent., comprised of Common Equity Tier 1 Capital, above the regulatory minimum capital requirements. The Capital Regulations provide that capital distribution constraints (including in relation to dividends, share buybacks and discretionary payments on Tier 1 Capital instruments such as the Certificates) will be imposed on the Bank if its Common Equity Tier 1 Capital falls within the aforesaid conservation buffer, with such distribution constraints increasing on a scaled basis as the Common Equity Tier 1 Capital ratio decreases. Any such capital distribution constraint may constitute a Non-Payment Event as set out under Condition 8.1(b).

If, in respect of any Series, any amount of Rab-al-Maal Mudaraba Profit, Rab-al-Maal Final Mudaraba Profit or Periodic Distribution Amount is not paid as a consequence of a Non-Payment Election or a Non-Payment Event then, from the date of such Non-Payment Election or Non-Payment Event (the **Dividend Stopper Date**), the Bank will be prohibited from declaring or paying certain distributions, dividends or other payments (other than to the extent that any such distributions, dividends or other payments are declared before such Dividend Stopper Date, and excluding securities the terms of which do not at the relevant time enable the Bank to defer or otherwise not to make such payments) and from redeeming, purchasing, cancelling, reducing or otherwise acquiring Other Common Equity Tier 1 Instruments or securities ranking as to the right of payment of capital, junior to or *pari passu* with the Relevant Obligations (excluding securities the terms of which stipulate (i) any mandatory redemption in accordance with its terms or (ii) any conversion into, or exchange for, ordinary shares of the Bank), only to the extent such restriction on redemption, purchase, cancellation, reduction or acquisition is permitted under the relevant regulatory criteria for Tier 1 Capital applicable from time to time, in each case unless or until the next following payment of Rab-al-Maal Mudaraba Profit or Rab-al-Maal Final Mudaraba Profit following the Dividend Stopper Date has been made in full (or an amount equal to the same has been duly set aside or provided for in full for the benefit of the Trustee in accordance with the Master Mudaraba Agreement), as more particularly described in Condition 8.4.

In the absence of notice of a Non-Payment Election or a Non-Payment Event, as the case may be, having been given in accordance with Condition 8.3, the fact of non-payment of the Rab-al-Maal Mudaraba Profit (or any part thereof) on the relevant Mudaraba Profit Distribution Date or Mudaraba End Date, as the case may be, shall be evidence of the occurrence of a Non-Payment Election or a Non-Payment Event, as the case may be. Accordingly, the Certificateholders shall have no claim in respect of any Periodic Distribution Amount not paid as a result of either a Non-Payment Election or a Non-Payment Event (irrespective of whether notice of such Non-Payment Election or Non-Payment Event, as the case may be, has been given in accordance with Condition 8.3) and the consequential non-payment of any Periodic Distribution Amount in such a circumstance shall not constitute a Dissolution Event. Any Periodic Distribution Amounts not paid following either a Non-Payment Election or a Non-Payment Event will not accumulate or compound. The Bank shall not have any obligation to make any subsequent payment in respect of any such unpaid profit (whether from its own cash resources, from the relevant Mudaraba Reserve or otherwise) and the Trustee will not have any obligation to make any subsequent payment in respect of any such Periodic Distribution Amounts.

Any non-payment of Periodic Distribution Amounts or perceived risk of such non-payment may have a material adverse effect on the market value of the Certificates.

The Certificates are perpetual securities, which may be subject to redemption (subject to certain conditions)

The Certificates are perpetual securities which have no scheduled payment date. The Trustee is under no obligation to redeem the Certificates of any Series at any time and the Certificateholders have no right to call for their redemption unless a Bank Event occurs.

The Bank Events and Certificateholders' rights following a Bank Event, in respect of any Series, are set out in Condition 12. In respect of each Series, the Dissolution Events in the Conditions are limited to: (a) Bank Events (including: (i) a failure by the Mudareb to pay an amount equivalent to principal or profit (including Additional Amounts) due and payable by it under the Master Mudaraba Agreement, and such failure continues for a period of (in the case of payment of principal) seven days or more or (in the case of payment of profit) 14 days or more (save, in each case, where such failure occurs solely as a result of the occurrence of a Non-Payment Event or a Non-Payment Election); or (ii) an administrator is appointed, an order is made by any competent court or the government of the Kingdom or an effective resolution is passed for the administration, winding-up, liquidation or dissolution of the Bank in accordance with applicable law or the Bank applies or petitions for a winding-up or administration order in respect of itself (except, in any such case, a solvent winding-up solely for the purposes of a reorganisation, reconstruction or amalgamation approved by any court of competent jurisdiction or other competent authority); and (b) Trustee Events (being similar in nature to Bank Events in respect of the Trustee), all as more fully described in the Conditions.

In certain circumstances the Bank may (acting in its sole discretion) instruct the Trustee to, whereupon the Trustee shall, redeem the Certificates of a Series on the relevant Call Date of that Series and, on any date on or after the Issue Date, if a Tax Event or a Capital Event occurs (the determination of a Capital Event being at the discretion of the Financial Regulator), as more particularly described in Condition 9.1, although there is no assurance that the Bank will require it to do so. Any such redemption will also be subject to a number of conditions, as set out in Condition 9.1(a), including obtaining the prior consent of the Financial Regulator (unless such consent is no longer required by the Financial Regulator and/or by the Capital Regulations). There can be no guarantee that the approval of the Financial Regulator will be received on time or at all.

Therefore, prospective investors should be aware that they may be required to bear the financial risks of an investment in the Certificates indefinitely, unless:

- the Trustee (upon the Bank's instruction) exercises its rights to redeem the Certificates in accordance with Condition 9.1;
- the Trustee is directed by an Extraordinary Resolution of the Certificateholders, or by the Delegate (acting in accordance with the Master Trust Deed and the Conditions), following a Bank Event to redeem the Certificates; or
- they sell their Certificates.

The exercise of (or perceived likelihood of exercise of) any such redemption feature of the Certificates may limit their market value, which is unlikely to rise substantially above the price at which the Certificates can be redeemed.

If the Certificates are redeemed, there can be no assurance that Certificateholders will be able to reinvest the amount received upon redemption in a comparable security at a rate that will provide the same rate of return as their investment in the Certificates. Potential investors should consider reinvestment risk in light of other investments available at that time. See also " – *Absence of secondary market/limited liquidity*" for a description of the risks relating to the ability of holders of Certificates to sell the Certificates in the secondary market.

The Certificates will cease to accrue profit from the due date for redemption (if any)

Investors are advised that each Certificate will cease to accrue profit from the due date for redemption (following liquidation of the Mudaraba). Consequently, should payments owing to relevant Certificateholders of a Series on the due date for redemption (if any) be received by them after the due date for any reason, no additional profit payment, late payment amount or other equivalent amount will be payable in respect of such delay. See Condition 7.3.

Due to the deeply subordinated nature of the obligations arising under the Certificates, the Conditions contain limited Dissolution Events and remedies

The Certificates are perpetual instruments with no fixed redemption date and there is no obligation on the Trustee to pay the face amount of the Certificates other than in accordance with the exercise of a call option in accordance with Condition 9.1(b), a redemption in accordance with Condition 9.1(c), a redemption in accordance with Condition 9.1(d) or following the occurrence of a Bank Event in accordance with Condition 12.1. In addition, the Trustee may be prohibited from making, or instructed by the Bank not to make, payments of Periodic Distribution Amounts on the relevant Certificates of a Series in accordance with Condition 8 and Periodic Distribution Amounts will not therefore be due other than in the limited circumstances described in the Conditions. See also "*Payments of Periodic Distribution Amounts may be cancelled and are non-cumulative*".

Moreover, pursuant to Condition 12, upon the occurrence of any Bank Event in respect of a Series, the Mudaraba for that Series will be liquidated in accordance with the provisions of the Master Mudaraba Agreement and the remedies available to the Trustee, the Delegate and/or the Certificateholders (as applicable) are limited to giving notice to the Trustee and the Bank that the Certificates are, and shall immediately become, due and payable without presentation, demand, protest or other notice of any kind at their aggregate face amount together with any Outstanding Payments (as defined in the Conditions) and thereafter: (i) instituting any steps, actions or proceedings for the winding-up or bankruptcy of the Bank and/or (ii) proving in the winding-up of the Bank and/or (iii) claiming in the liquidation of the Bank and/or (iv) taking such other steps, actions or proceedings which, under the laws of the Kingdom, have an analogous effect to the actions referred to paragraphs (i) to (iii) above, in each case, for the payment of amounts due under the Master Mudaraba Agreement. Therefore, it will only be possible to enforce claims for payment of the applicable Dissolution Distribution Amount and/or Periodic Distribution Amounts in respect of the Certificates when the same have become due pursuant to the Master Mudaraba Agreement and the Conditions.

Furthermore, the claims of Senior Creditors of the Bank will first have to be satisfied in any winding-up, bankruptcy, dissolution, liquidation or analogous proceedings before the Certificateholders may expect to obtain any amounts in respect of their Certificates and prior thereto Certificateholders will have only limited (if any) ability to influence the conduct of such winding-up, liquidation or analogous proceedings.

Prospective investors should also note that any claims on a winding-up would be subject to KSA bankruptcy and other laws. Therefore there can be no assurance that Certificateholders will receive payment of their claims in full or at all in these circumstances. See also "*Compliance with bankruptcy law in Saudi Arabia may affect the Bank's ability to perform its obligations under the Transaction Documents*".

Resettable fixed rate instruments have a market risk

A holder of an instrument with a fixed profit (or equivalent) rate that will be reset during the term of the instrument (as will be the case for the Certificates with effect from each Reset Date (as defined in the Conditions) if not previously redeemed and/or purchased and cancelled) is exposed to the risk of fluctuating profit rate levels and uncertain profit rate income. While the expected profit rate on such

Series of Certificates is fixed until the First Reset Date (with a reset of the initial profit rate on the First Reset Date as set out in the Conditions and every Reset Date thereafter), the current investment return rate in the capital markets (the market return rate) typically changes on a daily basis. As the market return rate changes, the market value of a Series of Certificates may also change, but in the opposite direction. If the market return rate increases, the market value of a Series of Certificates would typically decrease. If the market return rate falls, the market value of the Certificates would typically increase. Certificateholders should be aware that movements in these market return rates can adversely affect the market value of the Certificates of a Series and can lead to losses for the Certificateholders if they sell the Certificates.

The Certificates are limited recourse obligations

The Certificates issued under the Programme are not debt obligations of the Trustee. Instead, the Certificates represent an undivided ownership interest solely in the Trust Assets. Recourse to the Trustee in respect of the Certificates of a Series is limited to the Trust Assets and the proceeds of the Trust Assets are the sole source of payments on the Certificates of a Series. Upon receipt by the Trustee of a Dissolution Notice in accordance with the terms of Condition 12.1, the sole rights of each of the Trustee and/or the Delegate (acting on behalf of the Certificateholders) will be (subject to Condition 12.3) against the Bank to perform its obligations under the Transaction Documents.

Certificateholders will have no recourse to any assets of the Trustee (other than the Trust Assets in the manner contemplated in the Transaction Documents), the Delegate or the Agents or any of their respective affiliates in respect of any shortfall in the expected amounts from the Trust Assets. The Bank is obliged to make certain payments under the Transaction Documents directly to, or to the order of, the Trustee or the Delegate, and the Trustee and/or the Delegate will have recourse against the Bank to recover such payments due to the Trustee pursuant to the Transaction Documents. In addition, no Certificateholder shall be entitled to proceed directly against the Trustee or the Bank or to take the actions, steps or proceedings referred to in Conditions 12.3(a) and 12.3(b), unless the Delegate or the Trustee, as the case may be, having become bound so to proceed (i) fails to do so within a reasonable period or (ii) is unable for any reason (including by reason of an order of a court having competent jurisdiction) to do so, and in each case such failure or inability is continuing.

After enforcing or realising the rights in respect of the Trust Assets and distributing the net proceeds of such Trust Assets in accordance with Condition 5(b), the obligations of the Trustee in respect of the Certificates shall be satisfied and neither the Delegate nor any Certificateholder may take any further steps against the Trustee to recover any further sums in respect of the Certificates and the right to receive any such sums from the Trustee remaining unpaid shall be extinguished. Furthermore, under no circumstances shall the Trustee, the Delegate or any Certificateholder have any right to cause the sale or other disposition of any of the Trust Assets (other than as expressly contemplated in the Transaction Documents) and the sole right of the Delegate and the Certificateholders against the Trustee and the Bank shall be (in accordance with Condition 12.3) to enforce their respective obligations under the Transaction Documents. Accordingly, there can be no assurance that the proceeds of the realisation of, or enforcement with respect to, the Trust Assets (which, as described above, will be by way of enforcing each of the Trustee's and the Bank's respective obligations under the Transaction Documents) will be sufficient to make all payments due in respect of the Certificates of the relevant Series.

No Guarantees

Investors should be aware that no guarantee is given in relation to any amounts payable by the Bank under the Certificates issued under the Programme or any of the Transaction Documents by the Bank, the shareholders of the Bank or by any other person.

Absence of secondary market/limited liquidity

There is no assurance that a secondary market for any Series of Certificates will develop or, if it does develop, that it will provide the Certificateholders with liquidity of investment or that it will continue for the life of the Certificates. Accordingly, a Certificateholder may not be able to find a buyer to buy its Certificates readily or at prices that will enable the Certificateholder to realise a desired yield. The market value of each Series of Certificates may fluctuate and a lack of liquidity, in particular, can have a material adverse effect on the market value of the Certificates. The Certificates of any Series generally may have a more limited secondary market liquidity and may be subject to greater price volatility than conventional debt securities as they are perpetual securities (see " – *The Certificates are perpetual securities, which may be subject to redemption (subject to certain conditions)*"), are subordinated (see " – *The payment obligations of the Bank under the Master Mudaraba Agreement are conditional, subordinated and unsecured obligations*"), will be fully and permanently written down upon the occurrence of a Non-Viability Event (see " – *Certificateholders' right to receive payment of the face amount of the Certificates and the Certificateholders' right to any profit will be permanently cancelled or permanently Written-down (in whole or in part) upon the occurrence of a Non-Viability Event*") and payments of Periodic Distribution Amounts may be restricted in certain circumstances (see " – *Payments of Periodic Distribution Amounts may be cancelled and are non-cumulative*"). If a Series of Certificates is issued to a single investor or a limited number of investors, this may result in an even more illiquid or volatile market in such Series of Certificates. Furthermore, certain shareholders and related parties of the Bank may participate in the offering of any Series of Certificates. The secondary market liquidity of the Certificates for such Series may be adversely affected if, and to the extent that, such person(s) intend(s) to adopt a buy and hold strategy in respect of such Series of Certificates.

Accordingly, the purchase of the Certificates is suitable only for investors who can bear the risks associated with a lack of liquidity in the Certificates and the financial and other risks associated with an investment in the Certificates.

Investment in the Mudaraba Assets

Pursuant to the Mudaraba Agreement (as defined in the Conditions), the proceeds of the issue of each Tranche of Certificates will be contributed by the Trustee (as **Rab-al-Maal**) to the Mudareb on the relevant Issue Date, which proceeds will form the capital of the Mudaraba of the relevant Series and which may be subject to change after the relevant Issue Date in accordance with Condition 9.2 (the **Mudaraba Capital**). The Mudaraba Capital will be co-mingled with (i) shareholders' equity, (ii) proceeds of all current savings and investments deposit accounts with the Bank (as **Mudareb**), and (iii) any other source of funds included in the general mudaraba pool by the Mudareb from time to time, and invested, on an unrestricted co-mingling Mudaraba basis, by the Mudareb, in the Business Portfolio (as defined below) carried out through the General Mudaraba Pool (as defined in the Master Mudaraba Agreement) and, following investment of the Mudaraba Capital, the Mudaraba Capital shall constitute *pro rata* undivided assets in the General Mudaraba Pool (the **Mudaraba Assets**) with a view to earning profit therefrom, which will in turn be applied towards payments due to Certificateholders in respect of the relevant Certificates.

Limited investigation or enquiry will be made and no due diligence will be conducted in respect of any Mudaraba Assets. The investment activities of the Mudaraba will be carried out by the Bank, and the Certificateholders shall have no ability to influence such activities. The Bank shall be granted the express entitlement to co-mingle its own assets in the General Mudaraba Pool assets and, as a result, it may not be possible to identify the Mudaraba Assets separately from the assets of the Bank.

If any of the risks relating to the business of the Bank mentioned above (see " – *Risks relating to the Bank and its ability to fulfil its obligations under the Transaction Documents*") materialise or otherwise impact the Bank's business, the value of and profit earned from the investment in such Mudaraba Assets

may decrease which may, in turn, have a material adverse effect on the Bank's ability to fulfil its payment obligations under the Master Mudaraba Agreement and consequently, the Trustee's ability to make payments in respect of the Certificates.

Furthermore, whilst the Mudareb has agreed in the Master Mudaraba Agreement to ensure that the Mudaraba Capital is invested in accordance with the Investment Plan (and with the degree of skill and care that it would exercise in respect of its own assets), the Master Mudaraba Agreement also provides that there is no guarantee of any return from the Mudaraba Assets. In addition, the Trustee and the Mudareb have agreed in the Master Mudaraba Agreement that the Mudareb shall not be responsible for any losses to the Mudaraba Capital suffered by the Trustee except to the extent such losses are caused by: (i) the Mudareb's breach of the Master Mudaraba Agreement; or (ii) the Mudareb's gross negligence, wilful misconduct or fraud.

Accordingly, potential investors are advised that any claim by or on behalf of the Trustee for the Mudaraba Capital following any Dissolution Event may be reduced if and to the extent that the Mudareb is able to prove that any losses to the Mudaraba Capital were not caused by: (i) the Mudareb's breach of the Master Mudaraba Agreement; or (ii) the Mudareb's gross negligence, wilful misconduct or fraud. If the Mudareb is able to provide such proof, Certificateholders may lose all or some of their investment. It is not possible to state with certainty what approach any court with jurisdiction will take in such circumstances.

Credit ratings assigned to the Bank may not reflect all the risks associated with an investment in the Certificates

One or more independent credit rating agencies may assign credit ratings to the Bank. The ratings may not reflect the potential impact of all risks related to the structure, market, additional factors discussed above and other factors that may affect the value of any Series of Certificates, and will not reflect the deeply subordinated nature of the Bank's payment obligations under the Transaction Documents if such ratings relate to senior payment obligations of the Bank. Credit rating agencies could also seek to rate the Bank without having been requested to do so by the Bank. Such unsolicited ratings may be lower than any ratings sought by the Bank, which could have an adverse effect on the value of any Series of Certificates. A credit rating is not a recommendation to buy, sell or hold securities and may be revised, suspended or withdrawn by the rating agency at any time.

In general, European regulated investors are restricted under the EU CRA Regulation from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EU and registered under the EU CRA Regulation (and such registration has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances). Such general restriction will also apply in the case of credit ratings issued by third country non-EU credit rating agencies, unless the relevant credit ratings are endorsed by an EU-registered credit rating agency or the relevant third country non-EU rating agency is certified in accordance with the EU CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances). The list of registered and certified rating agencies published by ESMA on its website in accordance with the EU CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list.

Investors regulated in the UK are subject to similar restrictions under Regulation (EC) No. 1060/2009 (as amended) as it forms part of domestic law by virtue of the EUWA (the **UK CRA Regulation**). As such, UK regulated investors are required to use for UK regulatory purposes ratings issued by a credit rating agency established in the UK and registered under the UK CRA Regulation. In the case of ratings issued by third country non-UK credit rating agencies, third country credit ratings can either be: (a)

endorsed by a UK registered credit rating agency; or (b) issued by a third country credit rating agency that is certified in accordance with the UK CRA Regulation. Note this is subject, in each case, to (i) the relevant UK registration, certification or endorsement, as the case may be, not having been withdrawn or suspended, and (ii) transitional provisions that apply in certain circumstances.

If the status of the rating agency rating the Bank or any Series of Certificates changes for the purposes of the EU CRA Regulation or the UK CRA Regulation, relevant regulated investors may no longer be able to use the rating for regulatory purposes in the EU or the UK, as applicable, and the Certificates may have a different regulatory treatment, which may impact the value of the Certificates and their liquidity in the secondary market.

Certain information with respect to the credit rating agencies and ratings is set out on the cover of this Base Offering Circular. Any real or anticipated changes in the Bank's credit ratings generally will affect the market value of any Series of Certificates.

The Certificates may be subject to exchange rate risks and exchange controls

Neither the Trustee nor the Bank has any control over factors that generally affect exchange rate risks, such as economic, financial and political events, and the supply and demand for applicable currencies. In recent years, exchange rates between certain currencies have been volatile and volatility between such currencies or with other currencies may be expected in future.

The Trustee will pay all amounts due on any Certificates, and the Bank will make any payments pursuant to the Transaction Documents, in the Specified Currency. If an investor's financial activities are denominated principally in a currency or currency unit (the **Investor's Currency**) other than the Specified Currency, such investor may therefore bear certain exchange rate risks. These include the risks that: (a) exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency); and (b) authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls which could adversely affect an applicable exchange rate. Any appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease: (i) the Investor's Currency-equivalent yield on the Certificates; (ii) the Investor's Currency-equivalent value of the Dissolution Distribution Amount payable in respect of the Certificates; and (iii) the Investor's Currency-equivalent market value of the Certificates.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate as well as the availability of a specified foreign currency at the time of any payment of any amounts on a Certificate. As a result, investors may receive less than expected, or no payment at all.

Certificates which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade

In relation to any issue of Certificates which have a denomination consisting of the minimum Specified Denomination plus a higher integral multiple of another smaller amount, it is possible that the Certificates may be traded in amounts in excess of such minimum Specified Denomination that are not integral multiples of such minimum Specified Denomination. In such a case, a Certificateholder who, as a result of trading such amounts, holds a face amount of less than the minimum Specified Denomination, would need to purchase an additional amount of Certificates such that it holds an amount equal to at least the minimum Specified Denomination to be able to trade such Certificates. Certificateholders should be aware that Certificates which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

A Certificateholder who holds an amount which is less than the minimum Specified Denomination in his account with the relevant clearing system at the relevant time may not receive a definitive Certificate

in respect of such holding (should definitive Certificates be printed) and would need to purchase a face amount of Certificates such that its holding amounts to at least a Specified Denomination in order to be eligible to receive a definitive Certificate. If definitive Certificates are issued, holders should be aware that definitive Certificates which have a denomination that is not an integral multiple of the minimum Specified Denomination may also be illiquid and difficult to trade.

Investors must make their own determination as to *Shari'a* compliance

Al Rajhi Capital Company's *Shari'a* Committee (on behalf of Al Rajhi Capital Company as Arranger and the Bank as Obligor), the *Shari'a* Supervisory Board of Citi Islamic Investment Bank E.C. and the Global Shariah Supervisory Committee of Standard Chartered Bank have each confirmed that the transaction structure relating to the Certificates (as described in this Base Offering Circular) is, in their view, in compliance with *Shari'a* principles as applicable to, and interpreted by, them. However, there can be no assurance as to the *Shari'a* permissibility of the structure or that the Transaction Documents or the issue and trading of the Certificates of any Series will be deemed to be *Shari'a* compliant by any other *Shari'a* board or *Shari'a* scholars. None of the Trustee, the Bank, the Arrangers, the Dealers, the Delegate, the Agents or their affiliates makes any representation as to the *Shari'a* compliance of the transaction structure, the Transaction Documents or the issue and trading of the Certificates of any Series and potential investors are reminded that, as with any *Shari'a* views, differences in opinion are possible. Potential investors should not rely on the above pronouncements in deciding whether to make an investment in the Certificates and should obtain their own independent *Shari'a* advice as to whether the transaction structure, the Transaction Documents, the Certificates and the issue and trading of the Certificates will meet their individual standards of compliance with *Shari'a* principles, and should also make their own determination as to the future tradability of the Certificates on any secondary market. Questions as to the *Shari'a* compliance or *Shari'a* permissibility of the Transaction Documents or the issue and trading of the Certificates of any Series may limit the liquidity and adversely affect the market value of the Certificates.

In addition, prospective investors are reminded that the enforcement of any obligations of any of the parties under the Transaction Documents would be, if in dispute, the subject of arbitration under the Rules (as defined in the Conditions). In such circumstances, the arbitrator should apply English law, being the governing law of the relevant Transaction Document in determining the obligations of the parties.

***Shari'a* requirements in relation to interest awarded by an arbitrator**

In accordance with applicable *Shari'a* principles, each of the Trustee and the Delegate will waive all and any entitlement it may have to interest awarded in its favour by any arbitrator in connection with any dispute under any of the Transaction Documents to which it is a party. Should there be any delay in the enforcement of an arbitral award against the Bank, interest may well accrue in respect of that delay and, as a result of the waiver referred to above, Certificateholders will not be entitled to receive any part of such interest. Certificateholders should note that the Trust Assets specifically exclude any rights which have been expressly waived by the Trustee in any of the Transaction Documents (which, to the extent applicable, would extend to any award of interest made in favour of the Trustee by an arbitrator in respect of a dispute).

There can be no assurance as to the impact of a change in the laws governing the Certificates or the Transaction Documents

The structure of each issue of Certificates under the Programme is based on English law and administrative practices in effect as at the date of this Base Offering Circular. No assurance can be given as to the impact of any possible judicial decision or change to English law or administrative practices after the date of this Base Offering Circular, nor can any assurance be given as to whether any such

change could adversely affect the ability of the Bank to make payments under the Transaction Documents and/or the Trustee to make payments under any Series of Certificates, or the ability of the Trustee or the Bank to otherwise comply with their respective obligations under the Certificates and the Transaction Documents.

Certificates are subject to modification by a majority of the Certificateholders of a Series without the consent of all of the Certificateholders

The Master Trust Deed contains provisions for calling meetings of the Certificateholders (including by way of conference call or by use of a telephony or electronic platform or facility) to consider and vote upon matters affecting their interests generally, or to pass resolutions in writing or through the use of electronic consents. A written resolution signed by or on behalf of the holders of not less than 75 per cent. in aggregate face amount of the Certificates of the relevant Series for the time being outstanding shall, for all purposes, take effect as an Extraordinary Resolution.

In certain circumstances, where the Certificates are held in global form in the clearing systems, the Trustee, the Bank and the Delegate (as the case may be) will be entitled to rely upon:

- where the terms of the proposed resolution have been notified to the Certificateholders through the relevant clearing system(s), approval of a resolution proposed by the Trustee, the Bank or the Delegate (as the case may be) given by way of electronic consents communicated through the electronic communications systems of the relevant clearing system(s) in accordance with their operating rules and procedures (in a form satisfactory to the Delegate) by or on behalf of the holders of not less than 75 per cent. in aggregate face amount of the Certificates of the relevant Series for the time being outstanding; and
- where electronic consent is not being sought, consent or instructions given in writing directly to the Trustee, the Bank or the Delegate (as the case may be) by (a) accountholders in the clearing systems with entitlements to such global certificate or (b), where the accountholders hold such entitlement on behalf of another person, on written consent from or written instruction by the person for whom such entitlement is ultimately beneficially held whether such beneficiary holds directly with the accountholder or via one or more intermediaries and provided that, in each case, the Bank, the Delegate and/or the Trustee have obtained commercially reasonable evidence to ascertain the validity of such holding and have taken reasonable steps to ensure that such holding does not alter following the giving of such consent or instruction. As used in this paragraph, **commercially reasonable evidence** includes any certificate or other document issued by Euroclear, Clearstream Luxembourg or any relevant clearing system, and/ or issued by an accountholder of them or an intermediary in a holding chain, in relation to the holding of interests in the Certificates..

A written resolution or an electronic consent as described above may be effected in connection with any matter affecting the interests of Certificateholders, including a modification of the Conditions that would otherwise be required to be passed at a meeting of Certificateholders satisfying the special quorum in accordance with the provisions of the Master Trust Deed, and shall for all purposes take effect as an Extraordinary Resolution passed at a meeting of Certificateholders duly convened and held.

These provisions permit defined majorities to bind all of the Certificateholders of the relevant Series (including Certificateholders who did not attend or vote at the relevant meeting, Certificateholders who did not sign a written resolution, Certificateholders who did not participate in any electronic consents sought by the Trustee as well as Certificateholders who voted in a manner contrary to the majority).

The Conditions also provide that the Delegate may, without the consent or approval of the Certificateholders, agree to the substitution of another company in place of the Trustee under the Certificates, in the circumstances described in Condition 12.2.

The Master Trust Deed also provides that the Delegate may, without the consent or sanction of Certificateholders (a) agree to any modification of the Trust Deed (including the Conditions) or any other Transaction Document that (in the opinion of the Delegate) is of a formal, minor or technical nature, or is made to correct a manifest error, or (b)(i) give its consent under the Transaction Documents and agree to any other modification of the Trust Deed (including the Conditions) or any other Transaction Document or to any waiver or authorisation of any breach or proposed breach of any of the provisions of the Trust Deed or any of the other Transaction Documents or (ii) determine that any Dissolution Event or Potential Dissolution Event shall not be treated as such, provided in each case that such modification, consent, waiver, authorisation or determination is in the opinion of the Delegate not materially prejudicial to the interests of the Certificateholders and not in contravention of any express direction by Extraordinary Resolution or request in writing by the holders of at least one-fifth of the aggregate face amount of the Certificates of the relevant Series then outstanding and, in the case of modifications referred to in paragraph (b)(i) above, other than in respect of a matter which requires a special quorum resolution (as defined in the Master Trust Deed). Any such modification, consent, waiver, authorisation or determination may be made on such terms and subject to such conditions (if any) as the Delegate may determine and shall be binding on the Certificateholders and shall be notified by the Trustee to the Certificateholders in accordance with Condition 18 as soon as practicable thereafter.

The Delegate may request that the Certificateholders provide an indemnity and/or security and/or pre-funding to its satisfaction

Pursuant to the Conditions and the Master Trust Deed, the Delegate may, in certain circumstances, request the Certificateholders to provide an indemnity and/or security and/or pre-funding to its satisfaction before it takes any action on behalf of Certificateholders. The Delegate shall not be obliged to take any such actions if not indemnified and/or secured and/or pre-funded to its satisfaction. Negotiating and agreeing to any indemnity and/or security and/or pre-funding can be a lengthy process and may have an impact on when such actions can be taken.

Investors in the Certificates must rely on Euroclear and Clearstream, Luxembourg procedures

Each Series of Certificates will be represented on issue by a Global Certificate that may be deposited with, and registered in the name of a nominee for, a common depositary for Euroclear and Clearstream, Luxembourg. Except in the limited circumstances described in each Global Certificate, investors will not be entitled to receive Certificates in definitive form. Each of Euroclear and Clearstream, Luxembourg and their respective direct and indirect participants will maintain records of the interests in each Global Certificate held through it. While the Certificates of each Series are represented by a Global Certificate, investors will be able to trade their interests only through the relevant clearing systems and their respective participants, and the Trustee will discharge its payment obligations under the relevant Series of Certificates by making payments through the relevant clearing systems. A holder of an interest in a Global Certificate must rely on the procedures of the relevant clearing system and its participants in relation to payments under the relevant Series of Certificates. The Trustee has no responsibility or liability for the records relating to, or payments made in respect of, interests in any Global Certificate. Holders of interests in a Global Certificate will not have a direct right to vote in respect of the Certificates so represented. Instead, such holders will be permitted to act only to the extent that they are enabled by the relevant clearing system and its participants to appoint appropriate proxies.

The use of proceeds of any issue of Certificates identified as Sustainable Certificates in the applicable Pricing Supplement may not meet investor expectations or requirements or be suitable for an investor's investment criteria

The Bank intends to use an amount at least equal to the net proceeds from each issue of Certificates identified as Sustainable Certificates (**Sustainable Certificates**) in the applicable Pricing Supplement (the **equivalent amount**) in achieving its objectives as set out in the Sustainable Finance Framework (as defined in “*Use of Proceeds*” below). See “*Use of Proceeds*”.

The Bank will exercise its judgement and sole discretion in determining the businesses and projects that will be financed or refinanced by the equivalent amount. If the use of the proceeds of Sustainable Certificates is a factor in any potential investor's decision to invest in Sustainable Certificates, that investor should carefully consider the disclosure in “*Use of Proceeds*” and the Sustainable Finance Framework published on the Bank's website and consult with its legal or other advisers and make any other investigation such investor deems necessary before making an investment in Sustainable Certificates. In particular, no assurance is given by the Bank, the Trustee, the Arrangers, the Dealers or any other person that the use of the equivalent amount for any Eligible Sustainable Projects (as defined in the Sustainable Finance Framework) will satisfy, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply. In addition, the Sustainable Finance Framework is subject to change at any time without notice.

Furthermore, notwithstanding the Bank's intention stated above, potential investors should be aware that the Bank has no contractual obligation to use the equivalent amount as stated in the applicable Pricing Supplement, or to provide the reports described in the Sustainable Finance Framework. In addition, no assurance is given by the Bank, the Trustee, the Arrangers, the Dealers or any other person that the application of such equivalent amount to the relevant Eligible Sustainable Projects will be capable of being implemented in, or substantially in, such manner and/or in accordance with any timeframe or at all, or that such proceeds will be totally or partially disbursed as planned. Nor can there be any assurance that such Sustainable Certificates or the activities or projects they finance, refinance or invest in will have the results or outcome (whether or not related to environmental, social or other objectives) originally expected or anticipated by the Bank. Any such event or failure and/or the failure by the Bank to meet any environmental, social or sustainability targets and/or failure of the Eligible Sustainable Projects to perform as expected will not: (i) give rise to any claim in contract of a holder of any Sustainable Certificates against the Trustee, the Bank, any other member of the Group, the Arrangers, any Dealer or any other person; (ii) create an obligation of the Bank to redeem the relevant Sustainable Certificates; (iii) create an option for the holders of the relevant Sustainable Certificates to redeem such Sustainable Certificates; (iv) create an incentive to redeem; or (v) compromise the ability of the relevant Sustainable Certificates to qualify as Additional Tier 1 Capital of the Bank or have any impact on the status and/or ranking of such Sustainable Certificates, but such failures, events and facts may affect the value and/or the trading price of Sustainable Certificates and/or have adverse consequences for certain investors with portfolio mandates to invest in green or social assets.

Investors should be aware that Sustainable Certificates will be subject to non-viability loss absorption to the same extent and with the same ranking as any other Certificate which is not a Sustainable Certificate. See further, “ – *Certificateholders' right to receive payment of the face amount of the Certificates and the Certificateholders' right to any profit will be permanently cancelled or permanently Written-down (in whole or in part) upon the occurrence of a Non-Viability Event*”. Further, proceeds from any Sustainable Certificates will cover all losses in the balance sheet of the Bank regardless of their “sustainable” label and whether such losses arise from “sustainable” or other assets.

The net proceeds of the issue of Sustainable Certificates which, from time to time, are not earmarked towards Eligible Sustainable Projects are intended by the Bank to be invested in cash, cash equivalents

and/or marketable securities, in accordance with the Group's cash management policies and excluding investments covered by the exclusions referenced in "*Use of Proceeds*". While the Bank will earmark an amount equivalent to the net proceeds of the issue of any Sustainable Certificates in a segregated account, there can be no assurance that the Sustainable Certificates or the proceeds therefrom will not be used to absorb any and all losses of the Bank, regardless of whether or not such losses stem from green, sustainable, social or other assets, in the same way as the Bank's other instruments not classified as Sustainable Certificates which may be called upon to cover all losses on the balance sheet. In addition, there will be no direct or contractual link between any Sustainable Certificates and any Eligible Sustainable Projects (or any other environmental, social or similar targets set by the Bank) and consequently payments of principal and profit (as the case may be) on the Sustainable Certificates shall not depend on the application of an amount equal to the net proceeds of any issue of Sustainable Certificates, the performance of the relevant Eligible Sustainable Projects or the performance of the Bank in respect of any such environmental, social or similar targets.

An Eligible Sustainable Project may, during the life of the project, due to changes in the Sustainable Finance Framework and/or circumstances of the project or any other reasons, no longer satisfy the eligibility criteria set out in the Sustainable Finance Framework. The reallocation of such proceeds to new Eligible Sustainable Projects may not be possible or may be delayed. No representation or assurance is given or made by the Bank, the Trustee, the Arrangers, the Dealers or any other person that the equivalent amount used for financing or refinancing of Eligible Sustainable Projects will always satisfy the eligibility criteria.

Furthermore, it should be noted that there is currently no clear definition (legal, regulatory or otherwise) of, nor market consensus as to what constitutes, a "green" or an equivalently labelled project or as to what precise attributes are required for a particular project to be so considered and no assurance can be given that such a clear definition or consensus will develop over time or that any prevailing market consensus will not change significantly. Accordingly, no assurance is or can be given (whether by the Bank, the Trustee, the Arrangers, the Dealers or any other person) to investors that: (a) any projects or uses the subject of, or related to, any Eligible Sustainable Projects will meet any or all investor expectations regarding such "green" or other equivalently labelled performance objectives (including in relation to Regulation (EU) 2020/852 on the establishment of a framework to facilitate sustainable investment (the so called **EU Taxonomy**) or the EU Taxonomy as it forms part of UK domestic law by virtue of the EUWA, Regulation (EU) 2023/2631 on European Green Bonds and optional disclosures for bonds marketed as environmentally sustainable and for sustainability-linked bonds (the **EU Green Bond Regulation**) which entered into force on 20 December 2023 and is expected to become applicable from 21 December 2024, Regulation (EU) 2019/2088 on sustainability-related disclosures in the financial services sector (the **SFDR**) and any implementing legislation and guidelines, or any similar legislation in the UK or any requirements of such criteria and/or labels as they may evolve from time to time) and, accordingly, the status of any Certificates as being "green" (or equivalent) could be withdrawn at any time; (b) any adverse environmental, social and/or other impacts will not occur during the implementation of any projects or uses the subject of, or related to, any Eligible Sustainable Projects; (c) the Sustainable Finance Framework will be aligned with the EU Taxonomy, the EU Green Bond Regulation, the SFDR or any other present or future sustainability framework or guidelines; or (d) any event with an adverse environmental, social or other connotation will not occur during the life of any Sustainable Certificate, which event may affect the value of such Sustainable Certificate, and/or have adverse consequences for certain investors in such Sustainable Certificate.

The Sustainable Finance Framework is intended to be aligned with the ICMA Green Bond Principles (2021 version), Social Bond Principles (2021 version) and Sustainability Bond Guidelines (2021 version), each as referred to in the Sustainable Finance Framework and published by the International Capital Markets Association (the **ICMA Principles**). The Bank has appointed S&P Global to assess its Sustainable Finance Framework and its alignment with the ICMA Principles, and to issue the Second Party Opinion.

None of the Bank, the Trustee, the Arrangers, the Dealers or any other person makes any representation or gives any assurance as to the Sustainable Finance Framework's compliance or alignment with the ICMA Principles. Furthermore, none of the Sustainable Finance Framework, the ICMA Principles or any associated reports, verification assessments or the contents of the above websites are incorporated in or form part of this Base Offering Circular.

No Arranger or Dealer makes any representation as to (i) the suitability of any Sustainable Certificates to fulfil any environmental, social and/or sustainability criteria required by prospective investors, (ii) whether the net proceeds of the issuance of any such Certificates will be used to finance and/or refinance relevant Eligible Sustainable Projects, including their sustainability criteria or (iii) the characteristics of relevant Eligible Sustainable Projects or businesses to whom the proceeds of such Certificates are to be allocated, including their sustainability characteristics. No Dealer involved in the issue of a specific Tranche of such Certificates has undertaken, nor is responsible for, any assessment of or due diligence in respect of the Sustainable Finance Framework, the Eligible Sustainable Projects or the eligibility criteria, any verification of whether the Eligible Sustainable Projects meet the eligibility criteria, or the assessment, verification or monitoring of the use of proceeds. Investors should refer to the Bank's website, annual report and the Second Party Opinion for information and should determine for themselves the relevance of the information contained in this Base Offering Circular regarding the use of proceeds and its investment in any Sustainable Certificates should be based upon such investigation as it deems necessary.

The Bank cannot provide any assurances regarding the suitability or reliability of any second party opinion (including the Second Party Opinion) or admission to any index obtained with respect to Sustainable Certificates

No assurance or representation can be given as to the suitability or reliability for any purpose whatsoever of any report, assessment, opinion or certification of any third party (whether or not solicited by the Bank or the Trustee) which may or may not be made available in connection with the issue of Sustainable Certificates (including, for the avoidance of doubt, the entry of the details of Eligible Sustainable Projects into the Sustainable Finance Register, as described in the Sustainable Finance Framework) and in particular with any of the businesses and projects funded with the equivalent amount to fulfil any green, environmental, sustainability, social and/or other criteria (including the Second Party Opinion). For the avoidance of doubt, any such opinion or certification is not, nor shall be deemed to be, incorporated in and/or form part of this Base Offering Circular. Any such report, assessment, opinion or certification is not, nor should it be deemed to be, a recommendation by the Bank, the Trustee, the Arrangers or any other person to buy, sell or hold Sustainable Certificates. Any such report, assessment, opinion or certification is only current as at the date that opinion was initially issued and is based upon the judgment of the opinion provider. Prospective investors must determine for themselves the relevance of any such report, assessment, opinion or certification and/or the information contained therein and/or the provider of such opinion or certification for the purpose of any investment in Sustainable Certificates. The providers of such reports, assessments, opinions and certifications are not subject to any specific oversight or any regulatory or other regime. Furthermore, a second party opinion (including the Second Party Opinion) may not reflect the potential impact of all the risks related to the structure or market, or the additional risk factors discussed above or the other factors that may affect the value of the Sustainable Certificates or the projects financed or refinanced thereby, in an amount corresponding to the equivalent amount.

If a Tranche of Sustainable Certificates is at any time listed or admitted to trading on any dedicated "green", "environmental", "sustainable" or other equivalently labelled segment of any stock exchange or securities market (whether or not regulated), no representation or assurance is given by the Bank, the Trustee, the Arrangers, the Dealers or any other person that such listing or admission satisfies, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply,

whether by any present or future applicable law or regulations or by its own bylaws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental, sustainability or social impact of any projects or uses, the subject of or related to, any of the businesses and projects funded with the proceeds from any Sustainable Certificates. Furthermore, it should be noted that the criteria for any such listings or admission to trading may vary from one stock exchange or securities market to another. Nor is any representation or assurance given or made by the Bank, the Trustee, the Arrangers, the Dealers or any other person that any such listing or admission to trading will be obtained in respect of any Sustainable Certificates or, if obtained, that any such listing or admission to trading will be maintained during the life of the Sustainable Certificates concerned.

Risks relating to Enforcement

There are uncertainties around the choice of English law as the governing law of the Transaction Documents and around enforcing foreign arbitral awards in the Kingdom

The Certificates and the Transaction Documents are expressed to be governed by English law, and the parties thereto have agreed to refer any unresolved disputes in relation thereto to arbitration under the LCIA Arbitration Rules with an arbitral tribunal with its seat in London. The Bank is a Saudi Arabian company and is incorporated in and has its operations and the majority of its assets located in Saudi Arabia.

Any foreign arbitral award, including an LCIA award, should be enforceable in Saudi Arabia in accordance with the terms of the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958 (the **New York Convention**), subject to filing a legal action for recognition and enforcement of foreign arbitral awards with the enforcement courts of Saudi Arabia (the **Enforcement Courts**). As a party to the New York Convention, Saudi Arabia has an obligation to recognise and enforce foreign arbitral awards unless the party opposing enforcement can prove one of the grounds under Article V of the New York Convention to refuse enforcement, or the Saudi courts find that the subject matter of the dispute is not capable of settlement by arbitration or enforcement would be contrary to the public policy of Saudi Arabia. In addition, the Enforcement Courts may decline to enforce foreign arbitral awards if the requirements of enforcing foreign arbitral awards are not met. These requirements include that: (a) the arbitral award does not conflict with public policy in Saudi Arabia; (b) there is reciprocity in the enforcement of arbitral awards between the courts of Saudi Arabia and the country in which the award was made; (c) the courts of Saudi Arabia do not have jurisdiction over the dispute and the award has been issued in accordance with the jurisdictional rules of the country in which such award was made; (d) the respective parties to the dispute were present, duly represented and able to defend themselves; (e) the award was final in accordance with the rules of the court; and (f) the award is not conflicting with any ruling or order issued by a court of competent jurisdiction on the same matter in Saudi Arabia. There can therefore be no assurance that the Saudi courts will enforce a foreign arbitral award in accordance with the terms of the New York Convention (or any other multilateral or bilateral enforcement convention). In addition, even if such requirements were met, Certificateholders should also be aware that if any terms of the Certificates or the Transaction Documents were found to be inconsistent with public policy in Saudi Arabia (including *Shari'a* law and principles) or any mandatory law of, or applicable in, Saudi Arabia, they would not be enforced by the Enforcement Courts.

In particular, the courts and judicial committees of the Kingdom will require any arbitral award pursuant to the arbitration agreement to satisfy certain requirements, including compliance with the principles of *Shari'a*. Accordingly, in any proceedings relating to the Certificates or the Transaction Documents in the Kingdom, *Shari'a*, as interpreted in the Kingdom, may be applied by the relevant court or judicial committee. The courts and judicial committees of Saudi Arabia have the discretion to deny the enforcement of any contractual or other obligations, if, in their opinion, the enforcement thereof would

be contrary to the principles of *Shari'a*. As such there can be no assurance that the Saudi courts will recognise and enforce any arbitral award made under the arbitration agreement.

In addition, whilst the choice of English law as the governing law of the Certificates and the Transaction Documents does not contravene the laws and regulations of the Kingdom, the courts and judicial committees of the Kingdom may not recognise the choice of English law.

The choice of forum clause may not be upheld by a Saudi Arabian judicial body

The choice of forum clause in relation to the Certificates and the Transaction Documents may not be upheld by a Saudi Arabian court. Under Saudi Arabian law, only a court will finally determine the appropriate adjudicating forum for the dispute, notwithstanding the contractual election of the parties to the agreement. However, the Arbitration Law issued by Royal Decree No M/34, dated 24/5/1433 AH (corresponding to 16 April 2012) provides that a Saudi Arabian court must dismiss a claim if the defendant raises an arbitration agreement as its first defence in the case.

The interpretation of the compliance of the Certificates and Transaction Documents with Shari'a principles may differ amongst Saudi courts and judicial committees

Prospective Certificateholders should note that Saudi law, and, in particular, the relevant principles of Islamic law are generally construed and applied by Saudi Arabian adjudicatory bodies pursuant to the teachings of the Hanbali school of jurisprudence. There are majority and minority views within the Hanbali school of jurisprudence either of which may be applied in any particular case. In this regard, the courts and judicial committees of Saudi Arabia may decline to enforce any contractual or other obligations (including any provisions relating to the payment of profit) if it is their view that the enforcement thereof would be contrary to principles of *Shari'a*.

Prospective Certificateholders should note that to the best of the Trustee's and the Bank's knowledge, no securities of a similar nature to the Certificates have previously been the subject of adjudicatory interpretation or enforcement in Saudi Arabia.

Prospective Certificateholders should note that different *Shari'a* advisers and courts and judicial committees in Saudi Arabia may form different opinions on identical issues and therefore prospective Certificateholders should consult their own legal and *Shari'a* advisers to receive an opinion, as to the compliance of the Certificates and the Transaction Documents with *Shari'a* principles (see "*Risks relating to the Certificates - Investors must make their own determination as to Shari'a compliance*" above). Prospective Certificateholders should also note that although Al Rajhi Capital Company's *Shari'a* Committee (on behalf of Al Rajhi Capital Company as Arranger and the Bank as Obligor) has approved the transaction structure relating to the Certificates (as described in this Base Offering Circular), and each of the *Shari'a* Supervisory Board of Citi Islamic Investment Bank E.C. and the Global Shariah Supervisory Committee of Standard Chartered Bank has confirmed that the transaction structure relating to the Certificates (as described in this Base Offering Circular) is, in their view, in compliance with *Shari'a* principles as applicable to, and interpreted by, them, such approvals and confirmations would not bind a court or judicial committee in Saudi Arabia, including in the context of any insolvency or bankruptcy proceedings relating to the Bank, and any court or judicial committee in Saudi Arabia will have the discretion to make its own determination about whether the Transaction Documents comply with the laws of Saudi Arabia and *Shari'a* principles and therefore are enforceable in Saudi Arabia.

There are concerns as to the effectiveness under Saudi Arabian law of any transfer of an interest in an asset in Saudi Arabia on behalf of foreign nationals without a corporate presence in Saudi Arabia and the relevant licensing requirements having been met

The Foreign Investment Law issued under Royal Decree No. M/1 dated 5/1/1421H (corresponding to 10 April 2000), as last amended by Council of Ministers' Decision No. 83 dated 30/1/1443H (corresponding to 8 September 2021) and the Anti-Concealment Law issued by Royal Decree No. M/4 dated 1/1/1442H (corresponding to 20 August 2020) prohibit persons and Saudi Arabian companies from doing business in Saudi Arabia on behalf of foreign nationals unless they meet certain requirements, including certain licensing requirements. The Trustee and the Bank could be interpreted as contravening this prohibition by entering into the Transaction Documents.

As a result, the transactions contemplated by the Transaction Documents may be considered void as a result of non-compliance with any of the matters specified above. If that is the case, a Saudi adjudicatory body is likely to require that the Obligor return to the Trustee the relevant issue proceeds less any Mudaraba Profit already paid in respect of the relevant Series. It is uncertain whether the parties will be entitled to any damages.

Courts and judicial committees in Saudi Arabia may not give effect to the Bank Events

Prospective Certificateholders should note that the courts and judicial committees of Saudi Arabia may not give effect to any of the Bank Events other than those Bank Events relating to the non-payment of amounts due under the Transaction Documents.

Courts and judicial committees in Saudi Arabia may not give effect to penalties and certain types of indemnities

Prospective Certificateholders should note that should any provision of the Transaction Documents be construed by a court or judicial committee in Saudi Arabia to be an agreement or undertaking by a party to pay indemnities or damages that are greater than a genuine estimate of actual direct loss incurred, a Saudi Arabian adjudicatory body may decline to enforce such provision. Further, any indemnity provided by the Bank pursuant to the Transaction Documents or in relation to any Series may not be enforceable under the laws and regulations of Saudi Arabia in certain circumstances. As such, Certificateholders may ultimately not be able to enforce the Trustee's and/or the Bank's relevant obligations under the Transaction Documents.

Compliance with bankruptcy law in Saudi Arabia may affect the Bank's ability to perform its obligations under the Transaction Documents

If the Bank's insolvency satisfied the eligibility conditions for one of the bankruptcy procedures under the Bankruptcy Law (issued pursuant to Royal Decree No. M/50 dated 28/05/1439H (corresponding to 13 February 2018)), as amended and its implementing regulations issued pursuant to the Resolution of the Council of Ministers No. 622 dated 24/12/1439H (corresponding to 4 September 2018) (the **Bankruptcy Law**), this could adversely affect the Bank's ability to perform its obligations under the Transaction Documents and, in turn, affect the Trustee's ability to perform its obligations in respect of the Certificates. The Bankruptcy Law, which came into effect on 18 August 2018, remains relatively new and several provisions are untested or are subject to different interpretations. Therefore, there is some uncertainty as to the practical application of certain provisions under the Bankruptcy Law. In particular, there is little precedent to predict how claims by or on behalf of the Certificateholders and/or the Delegate would be resolved in the event of the Bank satisfying the eligibility conditions of any such bankruptcy procedures and, accordingly, it is uncertain exactly how and to what extent the Transaction Documents would be enforced by a Saudi Arabian adjudicatory body in that situation. Therefore, there can be no assurance that Certificateholders will receive payment of their claims in full or at all in these circumstances. In addition, there is a material likelihood that a Saudi Arabian adjudicatory body could

consider void a contractual provision that seeks to terminate a contract in the event of a protective settlement or financial restructuring procedure being instigated. This is based on article 23 of the Bankruptcy Law, which states that contracts should continue during protective settlement or financial restructuring procedures and any condition to the contrary is deemed null and void. It is open to a contractual party to apply for its contract to be terminated, pursuant to article 24 of the Bankruptcy Law, if the party undergoing protective settlement fails to satisfy its contractual obligations in the period after the commencement of the protective settlement procedure. In case of a write down in a Non-Viability Event, see further " – *Certificateholders' right to receive payment of the face amount of the Certificates and the Certificateholders' right to any profit will be permanently cancelled or permanently Written-down (in whole or in part) upon the occurrence of a Non-Viability Event*".

A court may not grant an order for specific performance

In the event that the Bank fails to perform its obligations under any Transaction Document, the potential remedies available to the Trustee and the Delegate include (i) obtaining an order for specific performance of the Bank's obligations, or (ii) a claim for damages.

There is no assurance that a court will provide an order for specific performance, as this is generally a matter for the discretion of the relevant court. Specific performance, injunctive relief and declaratory judgments and remedies are rarely available as judicial and other adjudicative remedies in Saudi Arabia. The amount of damages which a court may award in respect of a breach will depend upon a number of possible factors, including an obligation on the Trustee and the Delegate to mitigate any loss arising as a result of such breach. No assurance is provided on the level of damages which a court may award in the event of a failure by the Bank to perform its obligations set out in the Transaction Documents. Damages for loss of profits, consequential damages or other speculative damages are not awarded in Saudi Arabia by the courts or other adjudicatory authorities, and only actual, direct and proven damages are awarded. Therefore, prospective investors should note that, if damages are awarded, they may receive less than they would have had an order for specific performance been granted.

The terms of the Master Trust Deed may not be enforceable in Saudi Arabia

The English law concept of a trust does not exist as such in Saudi Arabia. Accordingly, there is no certainty that the terms of the Master Trust Deed and any Supplemental Trust Deed (each of which will be governed by English law) would be enforced by the courts of Saudi Arabia and, as such, there can be no assurance that the obligations of the Trustee and/or the Delegate under the Master Trust Deed and any Supplemental Trust Deed to act on behalf of the Certificateholders in accordance with their instructions (given in accordance with the Conditions of the Certificates) are enforceable as a matter of contract under the laws of Saudi Arabia or that the courts and judicial committees of Saudi Arabia would recognise any claim of the Delegate on behalf of Certificateholders under the Transaction Documents pursuant to the Master Trust Deed.

No assurances can be given as to change of law after the date of this Base Offering Circular

The structure of each issue of Certificates under the Programme is based on English law, Cayman Islands law, the laws of Saudi Arabia and administrative practices in effect as at the date of this Base Offering Circular. No assurance can be given as to the impact of any possible change to, or interpretation of, English, Cayman Islands or Saudi law or administrative practices in such jurisdiction after the date of this Base Offering Circular, nor can any assurance be given as to whether any such change could adversely affect the ability of the Trustee to make payments under the Certificates or of the Bank to comply with its obligations under the Transaction Documents.

Risks relating to Taxation

Taxation risks on payments

Payments made by the Bank to the Trustee under, or pursuant to, the Transaction Documents are, and payments by the Trustee in respect of the Certificates could become, subject to taxation in Saudi Arabia. The relevant Transaction Documents require the Bank to pay additional amounts in the event that any withholding, retention or deduction is required by applicable law to be made in respect of payments made by it to the Trustee which are intended to fund Periodic Distribution Amounts and Dissolution Distribution Amounts and/or if Additional Amounts are payable by the Trustee in respect of the Certificates of any Series in accordance with Condition 13. Condition 13 provides that the Trustee is required to pay Additional Amounts in respect of any such withholding, retention or deduction imposed by Cayman Islands law in certain circumstances. In the event that the Trustee fails to pay any such Additional Amounts in respect of any such withholding, retention or deduction on payments due in respect of the Certificates to Certificateholders, the Bank has unconditionally and irrevocably undertaken (irrespective of the payment of any fee), as a continuing obligation, to pay to the Trustee (for the benefit of the Certificateholders) an amount equal to the liabilities of the Trustee in respect of any and all Additional Amounts required to be paid in respect of the Certificates pursuant to Condition 13 in respect of any withholding, retention or deduction in respect of any tax as set out in that Condition.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents which have previously been published or are published simultaneously with this Base Offering Circular shall be incorporated in, and form part of, this Base Offering Circular:

- (a) the consolidated financial statements for the year ended 31 December 2023 of the Group together with the audit report thereon and the notes thereto (an electronic copy of which is available at: https://www.alrajhibank.com.sa/-/media/Project/AlrajhiPWS/Shared/Home/about-alrajhi-bank/Investor_Relation/Financial-Materials/2023/Q4/Financial-statement---EN.pdf) (the **2023 Financial Statements**); and
- (b) the consolidated financial statements for the year ended 31 December 2022 of the Group together with the audit report thereon and the notes thereto (an electronic copy of which is available at: https://www.alrajhibank.com.sa/-/media/Project/AlrajhiPWS/Shared/Home/about-alrajhi-bank/Investor_Relation/Financial-Materials/2022/Q4/Financial-statement---EN.pdf) (the **2022 Financial Statements**),

(together, the **Documents Incorporated by Reference**).

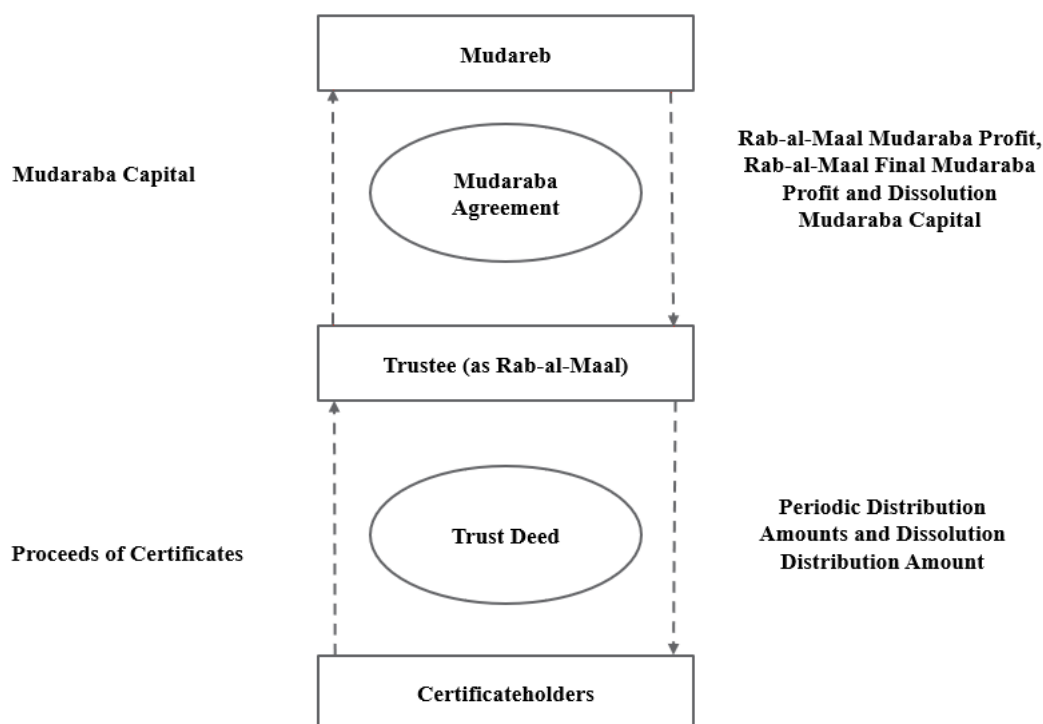
The Documents Incorporated by Reference shall be incorporated in, and form part of, this Base Offering Circular, save that any statement contained in a document which is incorporated by reference herein shall be modified or superseded for the purpose of this Base Offering Circular to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Offering Circular. Those parts of the Documents Incorporated by Reference in this Base Offering Circular which are not specifically incorporated by reference in this Base Offering Circular are either not relevant for prospective investors in the Certificates or the relevant information is included elsewhere in this Base Offering Circular. Any documents themselves incorporated by reference in the Documents Incorporated by Reference in this Base Offering Circular shall not form part of this Base Offering Circular.

Copies of the Documents Incorporated by Reference in this Base Offering Circular may be obtained from the registered office of the Trustee and from the specified office of the Principal Paying Agent during usual business hours and will be available for viewing on the Bank's website at <https://www.alrajhibank.com.sa/en/alrajhi-group/investor-relations>.

STRUCTURE DIAGRAM AND CASH FLOWS

Set out below is a simplified structure diagram and description of the principal cash flows relating to each Series of Certificates issued under the Programme. This does not purport to be complete and is qualified in its entirety by reference to, and must be read in conjunction with, the more detailed information appearing elsewhere in this Base Offering Circular. Potential investors are referred to the Conditions and the detailed descriptions of the relevant Transaction Documents set out elsewhere in this Base Offering Circular for a fuller description of certain cash flows and for an explanation of the meaning of certain capitalised terms used below. Potential investors should read this entire Base Offering Circular carefully, especially the risks of investing in the Certificates discussed under "Risk Factors".

Structure Diagram



Principal Cash Flows

Payments by the Certificateholders and the Trustee

On the Issue Date of each Tranche, the Certificateholders will pay the issue price in respect of the Certificates to the Trustee. In respect of each Series, pursuant to the Trust Deed, the Trustee will declare a trust, in favour of the Certificateholders of such Series, over:

- (a) the cash proceeds of the issue of such Series of Certificates, pending application thereof in accordance with the terms of the Transaction Documents;
- (b) any and all of the rights, title, interests, benefits and entitlements, present and future, of the Trustee in, to and under the assets from time to time constituting the Mudaraba Assets of that Series (as defined below);

- (c) any and all of the rights, title, interests, benefits and entitlements, present and future, of the Trustee in, to and under the Transaction Documents (other than in relation to any representation given by the Bank (acting in any capacity) to the Trustee pursuant to any of the Transaction Documents and the covenants given to the Trustee by the Bank pursuant to clause 13.1 of the Master Trust Deed); and
- (d) any and all moneys standing to the credit of the Transaction Account of the relevant Series from time to time,

and all proceeds of the foregoing (together, the **Trust Assets**).

The proceeds of the issue of each Tranche of Certificates will be contributed by the Trustee (as Rab-al-Maal) to the Mudareb on the relevant Issue Date, which proceeds will form the capital of the Mudaraba of the relevant Series and which may be subject to change after the relevant Issue Date in accordance with Condition 9.2 (the **Mudaraba Capital**) pursuant to the Mudaraba Agreement. The Mudaraba Capital will be co-mingled with (i) shareholders' equity, (ii) proceeds of all current savings and investments deposit accounts with the Mudareb, and (iii) any other source of funds included in the general mudaraba pool from time to time and invested, on an unrestricted co-mingling Mudaraba basis, by the Mudareb, in its fully *Shari'a*-compliant financial and investment business activities (the **Business Portfolio**) carried out through the General Mudaraba Pool and, following investment of the Mudaraba Capital, the Mudaraba Capital shall constitute *pro rata* undivided assets in the General Mudaraba Pool (the **Mudaraba Assets** for that Mudaraba).

Periodic payments by the Trustee

In respect of a Series, unless a Non-Payment Event or a Non-Payment Election has occurred, prior to each Periodic Distribution Date, the Mudareb shall distribute the profit generated by the relevant Mudaraba to both the Trustee and the Mudareb in accordance with an agreed profit sharing ratio (99 per cent. to the Trustee (as Rab-al-Maal) and 1 per cent. to the Mudareb). In respect of a Series, the Trustee shall apply its share of the profit (if any) generated by the relevant Mudaraba on each Periodic Distribution Date to pay the relevant Periodic Distribution Amount due to the Certificateholders of such Series on such date.

In respect of a Series, payments of Rab-al-Maal Mudaraba Profit (as defined in the Master Mudaraba Agreement) by the Bank (as Mudareb) will not be made in circumstances where a Non-Payment Event has occurred or a Non-Payment Election has been made. The Mudareb shall not have any obligation to make any subsequent payment in respect of such unpaid profit (whether from its own cash resources, from the relevant Mudaraba Reserve (as defined below) or otherwise).

Under the terms of the Master Mudaraba Agreement, the Mudareb shall be expressly entitled to co-mingle any of its own assets from time to time with the Mudaraba Assets of any Mudaraba.

Dissolution payments and redemption by the Trustee and the Mudareb

Each Mudaraba is a perpetual arrangement with no fixed end date. Accordingly, each Series of Certificates issued under the Programme are perpetual securities in respect of which there is no fixed redemption date.

Subject to certain conditions set out in clause 7 of the Master Mudaraba Agreement, the Bank (as Mudareb) may at its option liquidate the Mudaraba of any Series in whole, but not in part, on the basis of a final actual liquidation of such Mudaraba in accordance with the Master Mudaraba Agreement in the following circumstances:

- (a) on the relevant Call Date, by giving not less than 20 nor more than 35 days' prior notice to the Trustee; or
- (b) on any date on or after the relevant Issue Date (whether or not a Periodic Distribution Date), by giving not less than 20 nor more than 35 days' prior notice to the Trustee:
 - (i) upon the occurrence of a Tax Event; or
 - (ii) upon the occurrence of a Capital Event.

In respect of each Series, the Bank may (acting in its sole discretion) instruct the Trustee to, whereupon the Trustee shall, upon receipt of notice in accordance with paragraph (a) above redeem all, but not some only, of such Series of Certificates, and upon receipt of notice in accordance with paragraph (b) above redeem all, but not some only, of such Series of Certificates, in each case by giving not less than 15 nor more than 30 days' prior notice to the Certificateholders, all as more particularly described in the Conditions and following final actual liquidation of the relevant Mudaraba, as described above.

OVERVIEW OF THE PROGRAMME

The following overview does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Base Offering Circular and, in relation to the terms and conditions of any particular Tranche, the applicable Pricing Supplement. The Trustee and any relevant Dealer(s) may agree that Certificates shall be issued in a form other than that contemplated in the Terms and Conditions of the Certificates, in which event, if appropriate, a supplement to the Base Offering Circular will be published.

Words and expressions defined in "Terms and Conditions of the Certificates" and "Summary of Provisions Relating to the Certificates While in Global Form" shall have the same meanings in this overview.

Bank	Al Rajhi Banking and Investment Corporation
Trustee	Al Rajhi Tier 1 Sukuk Limited, an exempted company with limited liability incorporated on 20 March 2024 under the Companies Act (As Revised) of the Cayman Islands with company registration number 408354 and with its registered office at c/o MaplesFS Limited, P.O. Box 1093, Queensgate House, Grand Cayman, KY1-1102, Cayman Islands. The Trustee has been incorporated solely for the purpose of participating in the transactions contemplated by the Transaction Documents.
Bank (LEI)	558600BQZS4Y1DTU8589
Trustee (LEI)	254900KZX3511IC7J772
Ownership of the Trustee	The authorised share capital of the Trustee is U.S.\$50,000 consisting of 50,000 ordinary shares of U.S.\$1 each, of which 250 shares are fully paid up and issued. The Trustee's entire issued share capital is held on trust for charitable purposes by MaplesFS Limited under the terms of a share declaration of trust dated 4 April 2024 (the Share Declaration of Trust).
Administration of the Trustee	The affairs of the Trustee are managed by MaplesFS Limited, a licensed trust company in the Cayman Islands (the Trustee Administrator), with registered office at P.O. Box 1093, Queensgate House, Grand Cayman KY1-1102, Cayman Islands, who will provide, amongst other things, corporate administrative services, director services and act as share trustee for and on behalf of the Trustee pursuant to the corporate services agreement dated 4 April 2024 between the Trustee and the Trustee Administrator (the Corporate Services Agreement). The Trustee Administrator also provides registered office services to the Trustee in accordance with its standard terms and conditions for the provision of registered office services (the Registered Office Terms).

Arrangers	Al Rajhi Capital Company and Standard Chartered Bank (the Arrangers).
Dealers	Al Rajhi Capital Company, Citigroup Global Markets Limited, Goldman Sachs International, Standard Chartered Bank and any other Dealer appointed from time to time either generally in respect of the Programme or in relation to a particular Series of Certificates.
Delegate	Citibank, N.A., London Branch (the Delegate). In accordance with the Master Trust Deed, the Trustee will, <i>inter alia</i> , unconditionally and irrevocably appoint the Delegate to be its delegate and attorney and to exercise certain present and future rights, powers, authorities and discretions vested in the Trustee by certain provisions of the Master Trust Deed in accordance with the terms of the Master Trust Deed. In particular, the Delegate shall be entitled (and, in certain circumstances, shall be obliged), subject to being indemnified and/or secured and/or pre-funded to its satisfaction, to take enforcement action in the name of the Trustee against the Bank (in any capacity) following a Dissolution Event.
Principal Paying Agent and Transfer Agent	Citibank, N.A., London Branch
Registrar	Citibank Europe Plc
Initial Programme Size	Up to U.S.\$5,000,000,000 (or its equivalent in other currencies calculated as described in the Programme Agreement) outstanding at any time. The size of the Programme may be increased in accordance with the terms of the Programme Agreement.
Method of Issue	The Certificates may be issued on a syndicated or non-syndicated basis. The specific terms of each Series will be recorded in the applicable Pricing Supplement.
Issuance in Series	Certificates will be issued in Series. Each Series may comprise one or more Tranches issued on different Issue Dates. The Certificates of each Series will have the same terms and conditions or terms and conditions which are the same in all respects save for the amount and date of the first payment of Periodic Distribution Amounts thereon and the date from which Periodic Distribution Amounts start to accrue.
Currencies	Subject to any applicable legal or regulatory restrictions, Certificates may be denominated in any currency (each a Specified Currency) agreed between the Trustee, the Bank and the relevant Dealer.

Issue Price

Certificates may be issued at any price on a fully-paid basis, as specified in the applicable Pricing Supplement. The price and amount of Certificates will be determined by the Trustee and the Bank and the relevant Dealer(s) at the time of issue in accordance with prevailing market conditions.

Denomination of Certificates

The Certificates will be issued in such denominations as may be agreed between the Trustee, the Bank and the relevant Dealer(s), save that the minimum denomination of each Certificate will be such amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the Specified Currency.

Status

Each Certificate will represent an undivided ownership interest in the Trust Assets of the relevant Series, will be a limited recourse obligation of the Trustee and will rank *pari passu* without any preference or priority with all other Certificates; see Condition 4(a).

Subordination

The Relevant Obligations will constitute Additional Tier 1 Capital of the Bank and, upon the occurrence and continuation of any Winding-Up Proceeding will (a) constitute direct, unsecured, unconditional and subordinated obligations of the Bank, (b) rank subordinate and junior to all Senior Obligations (as defined in the Conditions) but not further or otherwise, (c) rank *pari passu* with all other Pari Passu Obligations (as defined in the Conditions) and (d) rank in priority only to all Junior Obligations (as defined in the Conditions); see Condition 4(b).

Trust Assets

The Trust Assets of the relevant Series will be (a) the cash proceeds of the issue of such Series of Certificates, pending application thereof in accordance with the terms of the Transaction Documents; (b) any and all of the rights, title, interests, benefits and entitlements, present and future, of the Trustee in, to and under the assets from time to time constituting the Mudaraba Assets of that Series; (c) any and all of the rights, title, interests, benefits and entitlements, present and future of the Trustee in, to and under the Transaction Documents (other than in relation to any representation given by the Bank (acting in any capacity) to the Trustee pursuant to any of the Transaction Documents and the covenants given to the Trustee by the Bank pursuant to clause 13.1 of the Master Trust Deed); (d) any and all moneys standing to the credit of the Transaction Account of the relevant Series from time to time; and all proceeds of the foregoing (together, the **Trust Assets**).

Periodic Distributions

Subject to and in accordance with the Conditions, Certificateholders of each Series are entitled to receive, on

each Periodic Distribution Date, the Periodic Distribution Amounts calculated on the basis of the Profit Rate specified in the applicable Pricing Supplement.

The Profit Rate for a Series will be reset on each Reset Date in respect of that Series on the basis of the aggregate of the Margin and the Relevant Reset Rate on the relevant Reset Determination Date.

In respect of a Series, if the Bank makes a Non-Payment Election or a Non-Payment Event occurs, the Trustee shall not pay the corresponding Periodic Distribution Amounts (or any part thereof, as applicable) and neither the Bank nor the Trustee shall have any obligation to make any subsequent payment in respect of any unpaid Periodic Distribution Amount as more particularly described in Condition 8. In such circumstances, distributions will not be cumulative and any distributions which are not paid will not accumulate or compound and the Certificateholders will have no right to receive such distributions at any time, even if other distributions are paid in the future.

Redemption of Certificates

The Certificates of each Series are perpetual securities and accordingly do not have a fixed or final redemption date. The Certificates of a Series may be redeemed in whole but not in part only in accordance with the provisions of Condition 9.1. Pursuant to Condition 9.1(b), the Trustee may (but only upon the instructions of the Bank (acting in its sole discretion)), on any Call Date, redeem all, but not some only, of the Certificates of a Series at the Trustee Call Amount. In addition (on any date on or after the relevant Issue Date, whether or not a Periodic Distribution Date), upon the occurrence of a Tax Event or a Capital Event, all but not some only, of the Certificates of the relevant Series may be redeemed in accordance with Conditions 9.1(c) and 9.1(d).

The redemption of any Series of Certificates, pursuant to Condition 9.1, is subject to the conditions described in Condition 9.1(a).

Limited Recourse

Proceeds of the relevant Trust Assets are the sole source of payments on the Certificates of a Series. Save as otherwise provided in Condition 4(c), the Certificates do not represent an interest in any of the Trustee, the Delegate, the Bank, any of the Agents or any of their respective affiliates. If the proceeds of the relevant Trust Assets are insufficient to make all payments due in respect of any Series of Certificates, the relevant Certificateholders will have no recourse to any assets of the Trustee (and/or its directors, officers, shareholders or corporate services providers in their capacity as such) (other than the relevant Trust Assets in the manner and to the extent contemplated by the

Transaction Documents), or of the Trustee Administrator, the Delegate, the Agents or any of their respective directors, officers, employees, agents, shareholders or affiliates, in each case in respect of any shortfall or otherwise.

In respect of each Series, the Bank is obliged to make certain payments under the Transaction Documents directly to, or to the order of, the Trustee or the Delegate. Such payment obligations form part of the relevant Trust Assets and the Trustee and/or the Delegate will, subject to Condition 4(b) and Condition 12.3, have recourse against the Bank to recover payments due to the Trustee from the Bank pursuant to such Transaction Documents notwithstanding any other provision of Condition 4(c). Such right of the Trustee and the Delegate shall constitute an unsecured claim against the Bank. None of the Certificateholders, the Trustee or the Delegate shall be entitled to claim any priority right in respect of any specific assets of the Bank in connection with the enforcement of any such claim.

See Condition 4(c) for further details.

Non-Viability/Write-down of the Certificates

If a Non-Viability Event (as defined in the Conditions) occurs at any time on or after the Issue Date of the first Tranche of a Series and prior to the date on which an Applicable Statutory Loss Absorption Regime becomes effective in respect of such Series, a Write-down (as defined herein) shall occur on the relevant Non-Viability Event Write-down Date (as defined herein), as more particularly described in Condition 10. In such circumstances, in relation to the relevant Series, the Certificateholders' rights to the relevant Trust Assets shall automatically be deemed to be irrevocably and unconditionally Written-down in a proportion corresponding to the relevant Write-down Amount and the relevant Certificates shall be cancelled (in the case of the relevant Write-down Amount corresponding to the full proportion of the face amount of the Certificates then outstanding) or Written-down in part on a *pro rata* basis in a proportion corresponding to the Write-down Amount (in the case of the relevant Write-down Amount corresponding to less than the full proportion of the face amount of the Certificates then outstanding) by the Trustee. See Condition 10.

Dissolution Events

Subject to Condition 12, if, in relation to a Series, a Bank Event occurs and if so requested in writing by the Certificateholders of at least one-fifth of the aggregate face amount of the Certificates then outstanding or if so directed by an Extraordinary Resolution of the Certificateholders in accordance with Condition 12.1, the Delegate shall give a Dissolution Notice to the Trustee, whereupon the Mudaraba of that Series will be liquidated in accordance with the

provisions of the Master Mudaraba Agreement and the Delegate shall, subject to Condition 12.3, take the actions referred to therein.

Form and Delivery of the Certificates

The Certificates will be issued in registered form only. The Certificates of each Series will be represented on issue by interests in a Global Certificate, which will be deposited with, and registered in the name of a nominee for, a Common Depositary for Euroclear and Clearstream, Luxembourg. Individual Certificates evidencing holdings of Certificates will be issued in exchange for interests in the relevant Global Certificate only in certain limited circumstances described under "*Summary of Provisions Relating to the Certificates While in Global Form*".

Clearance and Settlement

Holders of the Certificates must hold their interest in the relevant Global Certificate in book-entry form through Euroclear and/or Clearstream, Luxembourg. Transfers within and between each of Euroclear or Clearstream, Luxembourg will be in accordance with the usual rules and operating procedures of the relevant clearing system.

Withholding Tax

All payments in respect of the Certificates are to be made free and clear of, and without withholding, retention or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any Relevant Jurisdiction, unless such withholding, retention or deduction is required by law. In such event, the Trustee has agreed to pay such Additional Amounts as shall result in receipt by the Certificateholders (after such withholding, retention or deduction) of such net amounts as would have been receivable by them had no such withholding, retention or deduction been required, subject to and in accordance with Condition 13.

Further, in accordance with the terms of the Master Trust Deed, the Bank has unconditionally and irrevocably undertaken to (irrespective of the payment of any fee), as a continuing obligation, in the event that the Trustee fails to comply with any obligation to pay Additional Amounts pursuant to Condition 13, pay to or to the order of the Delegate (for the benefit of the Certificateholders) such net amounts as are necessary so that the amount receivable by the Delegate (after any such withholding, retention or deduction) equals any and all Additional Amounts, required to be paid by it in respect of the Certificates pursuant to Condition 13.

The Master Mudaraba Agreement provides that payments thereunder by the Bank to the Trustee shall be made free and clear of, and without withholding, retention or deduction for, or on account of, any present or future Taxes

(as defined in the Master Mudaraba Agreement), unless such withholding, retention or deduction is required by law. In such event, and/or if Additional Amounts are payable by the Trustee in respect of the Certificates of any Series in accordance with Condition 13, the Master Mudaraba Agreement provides for the payment by the Bank of such Taxes and/or Additional Amounts by payment to the Transaction Account of the relevant Series in the Specified Currency by wire transfer for same day value so that the net amounts received by the Trustee or the Certificateholders, as the case may be, shall equal the respective amounts that would have been received in the absence of such withholding, retention or deduction and in the absence of the withholding, retention or deduction to which Condition 13 applies.

Listing and Admission to Trading

Application has been made to the London Stock Exchange for the Certificates to be admitted to trading on the ISM during the period of 12 months after the date hereof.

Certificates may be listed or admitted to trading, as the case may be, on other or further stock exchanges or markets agreed between the Trustee, the Bank and the relevant Dealer(s) in relation to the relevant Tranche.

The applicable Pricing Supplement will state whether or not the relevant Certificates are to be listed and/or admitted to trading and, if so, on which stock exchange and/or market.

Certificateholder Meetings

A summary of the provisions for convening meetings of Certificateholders to consider matters relating to their interests as such is set out in Condition 15.

Tax Considerations

See "*Taxation*" for a description of certain tax considerations applicable to the Certificates.

Governing Law and Dispute Resolution

The Certificates and any non-contractual obligations arising out of or in connection with them shall be governed by, and construed in accordance with, English law.

Each Transaction Document and any non-contractual obligations arising out of or in connection with it will be governed by, and construed in accordance with, English law.

In respect of any dispute under any Transaction Document, the Bank has agreed to arbitration in London under the Rules. The Corporate Services Agreement, the Registered Office Terms and the Share Declaration of Trust will be governed by the laws of the Cayman Islands and subject to the non-exclusive jurisdiction of the courts of the Cayman Islands.

Waiver of Immunity

Under each of the Transaction Documents, the Bank has explicitly acknowledged that its execution of such documents constitutes, and its exercise of its rights and performance of its obligations thereunder will constitute, private and commercial acts done and performed for private and commercial purposes (rather than an act in its or any other sovereign capacity) and has irrevocably and unconditionally waived with respect to any proceedings arising under the Conditions or any of such documents any sovereign or other immunity that it or its property, assets or revenues may have including (without limitation) from jurisdiction, suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process or defence and has irrevocably and unconditionally consented to the giving of any relief or the issue of any process, including without limitation, the making, enforcement or execution against any of its property, assets or revenues whatsoever (irrespective of its use or intended use) of any order or judgment made or given in connection with any proceedings or Disputes.

Transaction Documents

The Transaction Documents in respect of a Series shall comprise the Master Trust Deed, each Supplemental Trust Deed, the Agency Agreement, the Master Mudaraba Agreement and each Supplemental Mudaraba Agreement.

Ratings

The Programme is expected to be assigned a provisional rating of “Baa3” by Moody’s. Series of Certificates issued under the Programme may be rated or unrated. Where a Series of Certificates is rated, such rating, and the credit rating agency issuing such rating, will be disclosed in the applicable Pricing Supplement and will not necessarily be the same as the rating applicable to the Programme. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning rating agency.

Selling Restrictions

There are restrictions on the offer, sale and transfer of the Certificates, including in the Cayman Islands, the Dubai International Financial Centre, the EEA, the UK, Hong Kong, Japan, Kuwait, the Kingdom of Bahrain, Saudi Arabia, Malaysia, Singapore, the State of Qatar (including the Qatar Financial Centre), the United Arab Emirates (excluding the Dubai International Financial Centre) and the United States of America. See "*Subscription and Sale*".

United States Selling Restrictions

Regulation S, Category 2.

TERMS AND CONDITIONS OF THE CERTIFICATES

*The following is the text of the terms and conditions that, subject to completion in accordance with the provisions of Part A of the applicable Pricing Supplement shall be applicable to the Certificates in definitive form (if any) issued in exchange for the Global Certificate representing each Series. Either (i) the full text of these terms and conditions together with the relevant provisions of Part A of the applicable Pricing Supplement or (ii) these terms and conditions as so completed (and subject to simplification by the deletion of non-applicable provisions), shall be endorsed on such definitive Certificates. All capitalised terms that are not defined in these Conditions will have the meanings given to them in Part A of the applicable Pricing Supplement. Those definitions will be endorsed on the definitive Certificates. References in the Conditions to **Certificates** are to the Certificates of one Series only, not to all Certificates that may be issued under the Programme.*

*The Saudi Central Bank (**SAMA**) does not make any representation as to the accuracy or completeness of this Base Offering Circular and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this Base Offering Circular. In particular, prospective purchasers of the Certificates agree and acknowledge that SAMA assumes no liability whatsoever to any purchaser of the Certificates for any loss arising from, or incurred as a result of, the occurrence of a Non-Viability Event (as defined in these Conditions).*

Al Rajhi Tier 1 Sukuk Limited (in its capacity as issuer and in its capacity as trustee, as applicable, the **Trustee**, which expression shall where the context allows include the Delegate (as defined below) acting pursuant to the powers delegated to it by the Trustee pursuant to the relevant Trust Deed (as defined below)) has established a programme (the **Programme**) for the issuance of additional tier 1 capital certificates (the **Certificates**) in a maximum aggregate face amount of U.S.\$5,000,000,000 (or the equivalent in other currencies calculated as described in the programme agreement between the Trustee, Al Rajhi Banking and Investment Corporation (the **Bank** or the **Obligor**) and the Dealers named therein dated 18 April 2024 (the **Programme Agreement**)), or such other maximum aggregate face amount as increased in accordance with the terms of the Programme Agreement.

The Certificates are constituted by a Master Trust Deed dated 18 April 2024 between the Trustee, the Obligor and Citibank, N.A., London Branch (the **Delegate**, which expression shall include all persons for the time being the delegate or delegates under the Master Trust Deed) (the **Master Trust Deed**) as supplemented by a supplemental trust deed entered into on or before the date of issue of the relevant Certificates (the **Issue Date**) in respect of the relevant Tranche (the **Supplemental Trust Deed** and, together with the Master Trust Deed, the **Trust Deed**).

An agency agreement (the **Agency Agreement**) dated 18 April 2024 has been entered into in relation to the Certificates between the Trustee, the Obligor, the Delegate, Citibank, N.A., London Branch as principal paying agent and transfer agent, Citibank Europe Plc as registrar and the other agents named in it. The principal paying agent, the other paying agents, the registrar, the transfer agent and the calculation agent(s) for the time being (if any) are referred to below respectively as the **Principal Paying Agent**, the **Paying Agents** (which expression shall include the Principal Paying Agent), the **Registrar**, the **Transfer Agent** and the **Calculation Agent(s)**, and together the **Agents**.

These terms and conditions (the **Conditions**) include summaries of, and are subject to, the detailed provisions of: (i) the Trust Deed, which includes the form of Certificates referred to below, (ii) the Agency Agreement and (iii) the remaining Transaction Documents (as defined below). The Certificateholders are bound by, and are deemed to have notice of, all the provisions applicable to them in the Transaction Documents. The final terms for this Certificate (or the relevant provisions thereof) are set out in Part A of the Pricing Supplement attached to or endorsed on this Certificate which complete these Conditions. References to the **applicable Pricing Supplement** are, unless otherwise

stated, to Part A of the Pricing Supplement (or the relevant provisions thereof) attached to or endorsed on the relevant Certificate.

Copies of the Transaction Documents: (1) are available for inspection by Certificateholders from the registered office of the Trustee and the specified office of the Principal Paying Agent during usual business hours; or (2) will, at the option of the Principal Paying Agent, be available by email at a Certificateholder's request (subject to provision of proof of holding satisfactory to the Principal Paying Agent and the Obligor), in each case, during normal business hours.

Each initial Certificateholder, by its acquisition and holding of its interest in a Certificate, shall be deemed to authorise and direct the Trustee, on behalf of the Certificateholders: (a) to apply the proceeds of the issue of the Tranche of Certificates in accordance with the terms of the Transaction Documents; (b) to act as Rab-al-Maal (as defined in Condition 5) pursuant to the Mudaraba Agreement on its behalf (which authorisation and direction shall also apply to its successors in title and any Substituted Trustee); and (c) to enter into, and perform its obligations under and in connection with, each Transaction Document, subject to the provisions of the Trust Deed and these Conditions.

1 Interpretation

Unless defined herein or the context otherwise requires, any capitalised words and expressions used but not defined herein shall have the meaning given to them in the Trust Deed and the Agency Agreement. In addition, for the purposes of these Conditions, the following expressions have the following meanings:

Additional Amounts has the meaning given to it in Condition 13;

Additional Business Centre(s) means the city or cities specified as such in the applicable Pricing Supplement;

Additional Tier 1 Capital means capital qualifying as (or which would qualify as, but for any applicable limitation on the amount of such capital), and approved by the Financial Regulator as, additional tier 1 capital in accordance with the Capital Regulations;

Applicable Regulatory Capital Requirements means the requirements contained in the Capital Regulations for the maintenance of capital from time to time applicable to the Bank, including transitional rules and waivers granted in respect of the foregoing;

Applicable Statutory Loss Absorption Regime means a Statutory Loss Absorption Regime that is applicable to the Certificates and which, alone or together with any other law(s) or regulation(s), has the effect that Conditions 10.2 and 10.3 could cease to apply to the Certificates without giving rise to a Capital Event;

Authorised Signatory has the meaning given to it in the Master Trust Deed;

Bank Event means, in respect of a Series, any of the following events:

- (a) **Non-payment:** the Bank (acting in its capacity as Mudareb) fails to pay an amount which is equivalent to principal or profit (including Additional Amounts) due and payable by it pursuant to the Master Mudaraba Agreement in respect of such Series and the failure continues for a period of (in the case of principal) seven days or (in the case of profit) 14 days (save, in each case, where such failure occurs solely as a result of the occurrence of a Non-Payment Event or a Non-Payment Election); or
- (b) **Winding-up:** a Winding-up Proceeding has occurred and is continuing; or

- (c) **Analogous Event:** any event occurs which under the laws of the Kingdom of Saudi Arabia has an analogous effect to any of the events referred to in paragraph (b) above;

Basel III means the set of reforms to the international regulatory capital framework issued by the Basel Committee (including, but not limited to, the Basel III Documents) as part of a package of new capital and liquidity requirements intended to reinforce capital standards and to establish minimum liquidity standards for international credit institutions (including guidance on the eligibility criteria for tier 1 capital instruments and tier 2 capital instruments);

Basel III Documents means the Basel Committee document "*A global regulatory framework for more resilient banks and banking systems*" released by the Basel Committee on 16 December 2010 and revised in June 2011 and the Annex contained in its document "*Basel Committee issues final elements of the reforms to raise the quality of regulatory capital*" on 13 January 2011;

Basel Committee means the Basel Committee on Banking Supervision;

Business Day means a day, other than a Friday, Saturday, Sunday or public holiday, on which registered banks settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the Kingdom of Saudi Arabia, London, the principal financial centre of the country of the relevant Specified Currency and each Additional Business Centre(s);

Capital Event in relation to any Series, is deemed to have occurred if the Bank is notified in writing by the Financial Regulator to the effect that the outstanding face amount (or, if some amount of the relevant Certificates outstanding is held by the Bank or has been purchased with funding by the Bank, the amount that qualifies as regulatory capital) of the relevant Certificates is excluded (in full or, to the extent not prohibited by relevant regulatory criteria for Tier 1 Capital, in part) from the consolidated Tier 1 Capital of the Bank (save where such non-qualification is only as a result of either (a) any applicable limitation on the amount of such capital; or (b) such capital ceasing to count towards the Bank's capital base through any amortisation or similar process or any changes thereto (including any amortisation or similar process imposed through any grandfathering arrangement));

Calculation Amount means the amount specified as such in the applicable Pricing Supplement;

Call Date has the meaning given to it in Condition 9.1(b);

Capital Event Redemption Amount in relation to a Certificate means 100 per cent. of its outstanding face amount together with any Outstanding Payments;

Capital Regulations means, at any time, the regulations, requirements, guidelines and policies relating to capital adequacy then in effect in the Kingdom of Saudi Arabia, including those of the Financial Regulator;

Certificateholder or **holder** has the meaning given to it in Condition 2;

Common Equity Tier 1 Capital means capital of the Bank qualifying as, and approved by the Financial Regulator as, or capital which would, but for any applicable limitation on the amount of such capital, qualify as, common equity tier 1 capital in accordance with the Capital Regulations;

Day Count Fraction means, in respect of the calculation of an amount of profit on any Certificate for any period of time (from and including the first day of such period to but excluding the last) (the **Calculation Period**):

- (a) if "**Actual/Actual-ICMA**" is specified in the applicable Pricing Supplement:

- (i) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Periods normally ending in any year; and
 - (ii) if the Calculation Period is longer than one Determination Period, the sum of:
 - (A) the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year; and
 - (B) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year; and
- (b) if “30/360” is specified in the applicable Pricing Supplement, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

Y₁ is the year, expressed as a number, in which the first day of the Calculation Period falls;

Y₂ is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

M₁ is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

M₂ is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

D₁ is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D₁ will be 30; and

D₂ is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D₁ is greater than 29, in which case D₂ will be 30;

Delegation has the meaning given to it in Condition 16(a);

Determination Date means the date(s) specified as such in the applicable Pricing Supplement or, if none is so specified, the Periodic Distribution Date(s);

Determination Period means the period from and including a Determination Date in any year to but excluding the next Determination Date;

Dispute has the meaning given to it in Condition 21(b);

Dissolution Distribution Amount means, in respect of a Series, the Trustee Call Amount, the Capital Event Redemption Amount or the Tax Event Redemption Amount, as the case may be, or such other

amount in the nature of a redemption amount as may be determined in accordance with these Conditions:

Dissolution Event means Bank Event and/or a Trustee Event;

Dissolution Notice has the meaning given to it in Condition 12.1;

Dissolution Request has the meaning given to it in Condition 12.1;

Distributable Profits means the amount of the Bank's consolidated retained earnings and reserves, including general reserves, special reserves and statutory reserves (to the extent not restricted from distribution by applicable law), after the transfer of any amounts to non-distributable reserves, all as calculated by the Bank based on its most recent consolidated financial statements, or any equivalent or successor term from time to time as prescribed by the Capital Regulations;

Extraordinary Resolution has the meaning given to it in the Master Trust Deed;

Financial Regulator means SAMA or such other governmental authority which assumes or performs the functions of SAMA, as at the relevant Issue Date, or such other successor authority exercising primary banking supervision, in each case with respect to prudential matters in relation to the Bank;

Final Mudaraba Profit has the meaning given to it in the Master Mudaraba Agreement;

First Call Date means the date specified as such in the applicable Pricing Supplement;

First Fallback Reset Rate means the rate specified as such in the applicable Pricing Supplement;

First Mudaraba Profit Distribution Date has the meaning given to it in the Master Mudaraba Agreement;

First Reset Date means the date specified as such in the applicable Pricing Supplement;

General Mudaraba Pool has the meaning given to it in the Master Mudaraba Agreement;

H.15 means the daily statistical release designated as such, or any successor or replacement publication, published by the Board of Governors of the United States Federal Reserve System and **most recent H.15** means the H.15 published closest in time but prior to the applicable U.S. Securities Determination Date. H.15 may be currently obtained at the following website: <https://www.federalreserve.gov/releases/h15/>;

Initial Period means the period from (and including) the relevant Issue Date to (but excluding) the First Reset Date;

Initial Periodic Distribution Amount means the amount specified as such in the applicable Pricing Supplement;

Initial Periodic Distribution Rate means the rate specified as such in the applicable Pricing Supplement;

LCIA means the London Court of International Arbitration;

Junior Obligations means all claims of the holders of Ordinary Shares and all payment obligations of the Bank in respect of its Common Equity Tier 1 Capital and any other subordinated payment obligations of the Bank which rank, or are expressed to rank, junior to the Relevant Obligations;

Liability means any loss, damage, actual cost (excluding cost of funding and opportunity costs), charge, claim, demand, expense, fee, judgment, action, proceeding or other liability whatsoever (including, without limitation, in respect of taxes) and including any value added tax or similar tax charged or chargeable in respect thereof and legal or other fees and expenses on a full indemnity basis, and references to **Liabilities** shall mean all of these;

Margin means the percentage specified as such in the applicable Pricing Supplement;

Master Mudaraba Agreement has the meaning given to it in Condition 5;

Mid-Swap Maturity means the maturity specified as such in the applicable Pricing Supplement;

Mudaraba has the meaning given to it in Condition 5;

Mudaraba Agreement has the meaning given to it in Condition 5;

Mudaraba Assets has the meaning given to it in Condition 5;

Mudaraba Capital has the meaning given to it in Condition 5;

Mudaraba End Date has the meaning given to it in the Master Mudaraba Agreement;

Mudaraba Profit has the meaning given to that term in the Master Mudaraba Agreement;

Mudaraba Profit Distribution Date has the meaning given to that term in the Master Mudaraba Agreement;

Mudaraba Profit Rate Reset Date has the meaning given to that term in the Master Mudaraba Agreement;

Mudaraba Reserve has the meaning given to it in the Master Mudaraba Agreement;

Mudareb has the meaning given to it in Condition 5;

Non-Payment Election has the meaning given to it in Condition 8.2;

Non-Payment Event has the meaning given to it in Condition 8.1;

Non-Viability Event means, in relation to a Series, that the Financial Regulator has notified the Bank in writing that it has determined that the Bank is, or will become, Non-Viable without:

- (a) a Write-down of the Certificates of that Series (and write-down of any of the Bank's other capital instruments or other obligations constituting Tier 1 Capital and/or Tier 2 Capital of the Bank that, pursuant to their terms or by operation of law, are capable of being written-down and/or converted into equity); or
- (b) a public sector injection of capital (or equivalent support), provided that such injection of capital is not made (i) by a shareholder of the Bank or (ii) on terms that are more favourable to the Bank than those that would be accepted by private investors in comparable transactions;

Non-Viability Event Write-down Date shall, in respect of a Series, be the date on which the Write-down will take place as specified in the Non-Viability Notice, which date shall be no later than 10 Business Days after the date of the Non-Viability Notice (or such earlier date as determined by the Financial Regulator);

Non-Viability Notice has the meaning given to it in Condition 10.3;

Non-Viable means, in the case of the Bank, (a) insolvent, bankrupt, unable to pay a material part of its obligations as they fall due or unable to carry on its business or (b) any other event or circumstance which is specified as constituting non-viability by the Financial Regulator or in applicable Capital Regulations or any Applicable Statutory Loss Absorption Regime;

Ordinary Shares means the ordinary shares of the Bank;

Other Common Equity Tier 1 Instruments means securities issued by the Bank that qualify as Common Equity Tier 1 Capital of the Bank other than Ordinary Shares;

Outstanding Payments means, in relation to any amounts payable on redemption of the Certificates of any Series, an amount representing accrued and unpaid Periodic Distribution Amounts for the relevant Periodic Distribution Period during which redemption occurs to the date of redemption plus Additional Amounts thereon, if any;

Pari Passu Obligations means all subordinated payment obligations of the Bank which rank, or are expressed to rank, *pari passu* with the Relevant Obligations;

Periodic Distribution Amount has the meaning given to it in Condition 7.2;

Periodic Distribution Date means the date(s) specified as such in the applicable Pricing Supplement;

Periodic Distribution Period means the period beginning on (and including) the relevant Issue Date and ending on (but excluding) the first Periodic Distribution Date and each successive period beginning on (and including) a Periodic Distribution Date and ending on (but excluding) the next succeeding Periodic Distribution Date;

Person means any individual, company, corporation, firm, partnership, joint venture, association, organisation, state or agency of a state or other entity, whether or not having separate legal personality;

Potential Dissolution Event means any condition, event or act which, with the giving of notice, lapse of time, declaration, demand, determination or fulfilment of any other applicable condition (or any combination of the foregoing), would constitute a Dissolution Event;

Profit Rate means, in respect of the Initial Period, the Initial Periodic Distribution Rate, and in respect of each Reset Period thereafter, the rate calculated in accordance with the provisions of Condition 7.4;

Rab-al-Maal Final Mudaraba Profit has the meaning given to it in the Master Mudaraba Agreement;

Rab-al-Maal Mudaraba Profit has the meaning given to it in the Master Mudaraba Agreement;

Record Date has the meaning given to it in Condition 11(a);

Register has the meaning given to it in Condition 2;

Relevant Jurisdiction has the meaning given to it in Condition 13;

Relevant Obligations has the meaning given to it in Condition 4(b);

Relevant Reset Rate means, in respect of each Reset Period:

- (a) if the Specified Currency is U.S. dollars (i) a rate per annum (expressed as a decimal) determined on the relevant U.S. Securities Determination Date equal to the yield that represents the average of the daily yields for the week immediately preceding the relevant U.S. Securities Determination Date to maturity for U.S. Treasury securities with the Mid-Swap Maturity and trading in the public securities markets; or (ii) if there is no such published U.S. Treasury security with the Mid-Swap Maturity and trading in the public securities markets, then the rate will be determined on the relevant U.S. Securities Determination Date by interpolation between the most recent yield that represents the average of the daily yields for the week immediately preceding the relevant U.S. Securities Determination Date to maturity for two series of U.S. Treasury securities trading in the public securities market: (A) one maturing as close as possible to, but earlier than, the immediately following Reset Date; and (B) the other maturing as close as possible to, but later than, the immediately following Reset Date, in each case as derived from the most recent H.15. If the Bank cannot procure the determination of the Relevant Reset Rate on the relevant U.S. Securities Determination Date pursuant to the methods described in paragraphs (i) and (ii) above, then the Relevant Reset Rate will be: (i) equal to the rate applicable to the immediately preceding Reset Period; or (ii) in the case of the Reset Period commencing on the First Reset Date, the First Fallback Reset Rate; and
- (b) if the Specified Currency is any currency other than U.S. dollars, the rate calculated in accordance with the method prescribed by the applicable Pricing Supplement;

Reset Date has the meaning given to it in the applicable Pricing Supplement;

Reset Determination Date means, in respect of each Reset Period:

- (a) if the Specified Currency is U.S. dollars, the U.S. Securities Determination Date; and
- (b) if the Specified Currency is any currency other than U.S. dollars, the date specified as such in the applicable Pricing Supplement;

Reset Period means, in relation to a Series, the period from (and including) the First Reset Date to (but excluding) the earlier of (a) the Mudaraba End Date of that Mudaraba and (b) the following Reset Date, and (if applicable) each successive period thereafter from (and including) such Reset Date to (but excluding) the earlier of (x) the Mudaraba End Date of that Mudaraba and (y) the next succeeding Reset Date, in each case of that Series;

SAMA means the Saudi Central Bank and/or any of its successors or assigns;

Saudi Arabia means the Kingdom of Saudi Arabia;

Senior Creditors means creditors of the Bank (including payment obligations to the Bank's depositors (in respect of their due claims) and, for this purpose, holders of any instrument issued by, or other obligation of, the Bank which ranks senior to the claims of the Trustee in respect of the Relevant Obligations) other than creditors in respect of obligations, the claims in relation to which rank or are expressed to rank *pari passu* with, or junior to, the claims of the Trustee in respect of the Relevant Obligations;

Senior Obligations means all unsubordinated payment obligations of the Bank (including payment obligations to the Bank's depositors (in respect of their due claims)) and all subordinated payment obligations (if any) of the Bank except *Pari Passu* Obligations and Junior Obligations;

Series means a Tranche of Certificates together with any further Tranche or Tranches of Certificates which (a) are expressed to be consolidated and form a single series and (b) have the same terms and conditions or terms and conditions which are the same in all respects save for the amount and date of

the first payment of Periodic Distribution Amounts (as defined herein) thereon and the relevant Issue Date;

Specified Currency means the currency specified as such in the applicable Pricing Supplement or, if none is specified, the currency in which the relevant Series of Certificates is denominated;

Specified Denominations means the amount(s) specified as such in the applicable Pricing Supplement;

Statutory Loss Absorption Regime means any statutory regime implemented in the Kingdom of Saudi Arabia which provides the Financial Regulator with the powers to implement loss absorption measures in respect of capital instruments (such as the Certificates), including, but not limited to, any such regime which is implemented pursuant to Basel III and/or, to the extent applicable to the Bank, the Law on the Treatment of Systemically Important Financial Institutions issued by Royal Decree number M/38 dated 25/04/1442H (corresponding to 11 December 2020);

Subsidiary means, in relation to any Person (the **first Person**) at any particular time, any other Person (the **second Person**): (i) whose affairs and policies the first Person controls or has the power to control, whether by ownership of share capital, contract, the power to appoint or remove members of the governing body of the second Person or otherwise; or (ii) whose financial statements are, in accordance with applicable law and generally accepted accounting principles, consolidated with those of the first Person and **Subsidiaries** shall be construed accordingly;

Substituted Territory has the meaning given to it in Condition 12.2;

Substituted Trustee has the meaning given to it in Condition 12.2;

Supplemental Mudaraba Agreement has the meaning given to it in the Master Mudaraba Agreement;

Taxes has the meaning given to it in Condition 13;

Tax Event means, in relation to a Series, the Bank or the Trustee (as the case may be) would, as a result of a Tax Law Change, in making any payments under the Master Mudaraba Agreement (in the case of the Bank (in its capacity as Mudareb)) on the next due date for a payment of Mudaraba Profit or the Certificates (in the case of the Trustee) on the next due date for payment of a Periodic Distribution Amount (as the case may be) (whether or not a Non-Payment Event has occurred or a Non-Payment Election has been made), be required to pay any Additional Amounts and/or Taxes under, or in connection with, clause 5.11 of the Master Mudaraba Agreement (and such requirement cannot be avoided by the Bank or the Trustee (as the case may be) taking reasonable measures available to it);

Tax Event Redemption Amount in relation to a Certificate means 100 per cent. of its outstanding face amount together with any Outstanding Payments;

Tax Law Change means any change in, or amendment to, the laws, published practice or regulations of any Relevant Jurisdiction, or any change in the application or official interpretation of such laws, published practice or regulations (including a holding by a court of competent jurisdiction);

Tier 1 Capital means capital qualifying as (or which would qualify as, but for any applicable limitation on the amount of such capital), and approved by the Financial Regulator as, tier 1 capital in accordance with the Capital Regulations;

Tier 2 Capital means capital qualifying as (or which would qualify as, but for any applicable limitation on the amount of such capital), and approved by the Financial Regulator as, tier 2 capital in accordance with the Capital Regulations;

Tranche means Certificates which are identical in all respects (including as to Issue Date, listing and admission to trading);

Transaction Account has the meaning given to it in Condition 5;

Transaction Documents means, in relation to each Series:

- (a) the Master Trust Deed;
 - (b) each Supplemental Trust Deed;
 - (c) the Agency Agreement;
 - (d) the Master Mudaraba Agreement; and
 - (e) each Supplemental Mudaraba Agreement,
- each as may be amended, restated and/or supplemented from time to time;

Trust means, in respect of a Series, the trust created by the Trustee over the Trust Assets of that Series pursuant to the Trust Deed;

Trust Assets has the meaning given to it in Condition 5(a);

Trustee Administrator means MaplesFS Limited;

Trustee Call Amount in relation to a Certificate means 100 per cent. of its outstanding face amount together with any Outstanding Payments;

Trustee Event means, in respect of a Series, any of the following events:

- (a) **Non-Payment:** default is made in the payment of the Dissolution Distribution Amount, or default is made in the payment of any Periodic Distribution Amount, in each case, on the due date for payment thereof and such default continues in the case of any Dissolution Distribution Amount for a period of seven days and, in the case of a Periodic Distribution Amount, for a period of 14 days; or
- (b) **Winding-up:** an administrator is appointed, an order is made by any competent court or the government of the Cayman Islands or an effective resolution is passed for the administration, winding-up, liquidation or dissolution of the Trustee in accordance with applicable law or the Trustee applies or petitions for a winding-up or administration order in respect of itself (except, in any such case, a solvent winding-up solely for the purposes of a reorganisation, reconstruction or amalgamation approved by any court of competent jurisdiction or other competent authority); or
- (c) **Analogous Event:** any event occurs that under the laws of the Cayman Islands has an analogous effect to any of the events referred to in paragraph (b) above.

For the purpose of paragraph (a) above, in relation to such Series, all amounts payable in respect of the Certificates shall be considered due and payable (including any amounts calculated as being payable under Condition 7.4) notwithstanding that the Trustee has at the relevant time insufficient funds or relevant Trust Assets to pay such amounts including, without limitation, as a result of any failure by the Mudareb to comply with the matters described in Condition 4(c)(vii) (save, in each case, where such

insufficient funds arise solely as a result of the occurrence of a Non-Payment Event or a Non-Payment Election in relation to such Series);

Trustee's Territory has the meaning given to it in Condition 12.2;

U.S. means the United States of America;

U.S.\$ or U.S. dollars means the lawful currency for the time being of the U.S.;

U.S. Government Securities Business Day means any day except for a Saturday, Sunday or a day on which the U.S. Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities;

U.S. Securities Determination Date means the second U.S. Government Securities Business Day before the commencement of the Reset Period for which the rate will apply;

Winding-Up Proceeding means an administrator is appointed, an order is made by any competent court or the government of the Kingdom of Saudi Arabia or an effective resolution is passed for the administration, winding-up, liquidation or dissolution of the Bank in accordance with applicable law or the Bank applies or petitions for a winding-up or administration order in respect of itself (except, in any such case, a solvent winding-up solely for the purposes of a reorganisation, reconstruction or amalgamation approved by any court of competent jurisdiction or other competent authority);

Write-down means, in relation to a Series:

- (a) the Certificateholders' rights under or in respect of the relevant Trust Assets (including the relevant Mudaraba Assets) shall automatically be deemed to be irrevocably and unconditionally Written-down (if applicable, on a *pro rata* basis) in a proportion corresponding to the relevant Write-down Amount;
- (b) (in the case of the relevant Write-down Amount corresponding to the full proportion of the face amount of the Certificates then outstanding) the relevant Certificates shall be cancelled or (in the case of the relevant Write-down Amount corresponding to less than the full proportion of the face amount of the Certificates then outstanding) Written-down in part on a *pro rata* basis in a proportion corresponding to the Write-down Amount;
- (c) (in the case of the relevant Write-down Amount corresponding to the full proportion of the face amount of the Certificates then outstanding) the relevant Certificateholders' rights under the relevant Mudaraba Assets shall be granted to the Mudareb such that the value of the relevant Mudaraba Assets is zero;
- (d) (in the case of the relevant Write-down Amount corresponding to less than the full proportion of the face amount of the Certificates then outstanding) the relevant Certificateholders' rights under the relevant Mudaraba Assets shall be granted to the Mudareb such that the value of the relevant Mudaraba Assets is reduced in part on a *pro rata* basis in a proportion corresponding to the Write-down Amount;
- (e) the Trustee shall pay (x) any accrued and unpaid Periodic Distribution Amounts (in relation to the relevant Write-down Amount); and (y) any Additional Amounts (in relation to the relevant Write-down Amount), in each case, if and only to the extent that such Periodic Distribution Amount or Additional Amount, as applicable, became due and payable prior to the date of the Non-Viability Notice (and provided payment of such amounts are not prohibited by the Financial Regulator or the Capital Regulations at such time); and

- (f) except as described in paragraph (e) above, all rights of any Certificateholder for payment of any amounts under or in respect of such Series of Certificates (including, without limitation, the Dissolution Distribution Amount and any amounts arising as a result of, or due and payable upon the occurrence of, a Dissolution Event) in a proportion corresponding to the relevant Write-down Amount (and any related unpaid Periodic Distribution Amounts) shall be cancelled and not restored under any circumstances, irrespective of whether such amounts have become due and payable prior to the date of the Non-Viability Notice or the Non-Viability Event Write-down Date,

and all references to **Written-down** will be construed accordingly; and

Write-down Amount means, in relation to a Series, the outstanding face amount of the Certificates of such Series that the Financial Regulator has determined to be Written-down.

2 **Form, Denomination and Title**

Any Certificates issued under the Programme are issued in registered form in the Specified Denominations specified in the applicable Pricing Supplement.

Certificates are represented by registered certificates (**Registered Certificates**) and, save as provided in Condition 3(a), each Registered Certificate shall represent the entire holding of Certificates by the same holder.

Title to the Certificates shall pass by registration in the register that the Trustee shall procure to be kept by the Registrar outside the United Kingdom in accordance with the provisions of the Agency Agreement (the **Register**). Each Registered Certificate will be numbered serially with an identifying number which will be recorded on the relevant Registered Certificate and in the Register. Except as ordered by a court of competent jurisdiction or as required by law, the holder (as defined below) of any Certificate shall be deemed to be and may be treated as its absolute owner for all purposes whether or not it is overdue and regardless of any notice of ownership, trust or any interest in it, any writing on the Registered Certificate representing it or the theft or loss of such Registered Certificate and no person shall be liable for so treating the holder. The holder of a Certificate will be recognised by the Trustee as entitled to his Certificate free from any equity, set-off or counterclaim on the part of the Trustee against the original or any intermediate holder of such Certificate.

In these Conditions, **Certificateholder** or **holder** means the person in whose name a Certificate is registered.

*Upon issue, the Certificates will be represented by a Global Certificate which will be deposited with, and registered in the name of a nominee for, a common depositary for Euroclear Bank SA/NV (**Euroclear**) and Clearstream Banking, S.A. (**Clearstream, Luxembourg**). Ownership interests in the Global Certificate will be shown on, and transfers thereof will only be effected through, records maintained by Euroclear and Clearstream, Luxembourg (as applicable), and their respective participants. These Conditions are modified by certain provisions contained in the Global Certificate.*

Except in certain limited circumstances, owners of interests in the Global Certificate will not be entitled to receive Registered Certificates representing their holdings of Certificates. See "Summary of Provisions Relating to the Certificates While in Global Form".

3 Transfers

(a) Transfer of Certificates

Subject to Condition 3(d), one or more Certificates may be transferred upon the surrender (at the specified office of the Registrar or any Transfer Agent) of the Registered Certificate representing such Certificates to be transferred, together with the form of transfer endorsed on such Certificate (or another form of transfer substantially in the same form and containing the same representations and certifications (if any), unless otherwise agreed by the Trustee) duly completed and executed and any other evidence as the Registrar or the relevant Transfer Agent may reasonably require. In the case of a transfer of part only of a holding of Certificates represented by one Registered Certificate, a new Registered Certificate shall be issued to the transferee in respect of the part transferred and a further new Registered Certificate in respect of the balance of the holding not transferred shall be issued to the transferor. In the case of a transfer of Certificates to a person who is already a holder of Certificates, a new Registered Certificate representing the enlarged holding shall only be issued against surrender of the Registered Certificate representing the existing holding. All transfers of Certificates and entries on the Register will be made subject to and in accordance with the detailed regulations concerning transfers of Certificates scheduled to the Agency Agreement. The regulations may be changed by the Trustee with the prior written approval of the Registrar and the Delegate or by the Registrar with the prior written approval of the Delegate, *provided that* any such change is not materially prejudicial to the interests of the Certificateholders. A copy of the current regulations will be made available by the Registrar to any Certificateholder upon request.

(b) Delivery of New Registered Certificates

Each new Registered Certificate to be issued pursuant to Condition 3(a) shall be available for delivery within five business days (or such longer period as may be required to comply with any applicable fiscal or other regulations) of receipt of the form of transfer. Delivery of the new Registered Certificate(s) shall be made at the specified office of the Transfer Agent or of the Registrar (as the case may be) to whom delivery of such form of transfer and surrender of such Registered Certificate shall have been made or, at the option of the holder making such delivery and surrender as aforesaid and as specified in the relevant form of transfer or otherwise in writing, be mailed by uninsured post at the risk of the holder entitled to the new Registered Certificate to such address as may be so specified, unless such holder requests otherwise and pays in advance to the relevant Transfer Agent or the Registrar (as the case may be) the costs of such other method of delivery and/or such insurance or takaful as it may specify. In this Condition 3(b), **business day** means a day, other than a Saturday or a Sunday, on which banks are open for business in the place of the specified office of the relevant Transfer Agent or the Registrar (as the case may be).

(c) Transfers Free of Charge

Transfers of Certificates and Registered Certificates on registration, transfer or exercise of an early dissolution right shall be effected without charge by or on behalf of the Trustee or the Transfer Agents, but upon payment by the transferee of any tax or other governmental charges that may be imposed in relation to such transfer (or the giving of such indemnity and/or security as the Registrar or the relevant Transfer Agent may require).

(d) Closed Periods

No Certificateholder may require the transfer of a Certificate to be registered during the period of 15 days ending on a Periodic Distribution Date or any other date on which any payment of the face amount or payment of any premium or profit in respect of a Certificate falls due.

4 Status

(a) Status

Any Certificates issued under the programme represent an undivided ownership interest in the Trust Assets and are limited recourse obligations of the Trustee. Each Certificate will constitute unsecured obligations of the Trustee and shall at all times rank *pari passu* without any preference or priority, with all other Certificates. The rights and claims of the Trustee and the Certificateholders against the Bank in respect of the Relevant Obligations are subordinated as described in Condition 4(b).

(b) Subordination

- (i) The payment obligations of the Bank under the Master Mudaraba Agreement (including all payments which are the equivalent of principal and profit) (the **Relevant Obligations**) will constitute Additional Tier 1 Capital of the Bank and, upon the occurrence and continuation of any Winding-Up Proceeding will (i) constitute direct, unsecured, unconditional and subordinated obligations of the Bank, (ii) rank subordinate and junior to all Senior Obligations but not further or otherwise, (iii) rank *pari passu* with all other *Pari Passu* Obligations and (iv) rank in priority only to all Junior Obligations.
- (ii) The Trustee irrevocably waives its rights to the extent necessary to give effect to the subordination provisions of this Condition 4(b). In order to give effect to such subordination provisions, the Trustee, the Bank and the Certificateholders agree that if a Winding-Up Proceeding shall have occurred and be continuing, any amounts that would be due and payable to them (including any amounts standing to the credit of the relevant Mudaraba Reserve) will be applied:
 - (A) first, to the payment in full of each claim in respect of a Senior Obligation (including any amount in respect of such claim accruing after the date of commencement of such Winding-Up Proceeding); and
 - (B) thereafter, to the payment, equally and rateably, of each amount owing in respect of the Relevant Obligations and all *Pari Passu* Obligations.
- (iii) Neither the Trustee nor any Certificateholder may exercise or claim any right of set-off in respect of any amount owed to it by the Bank arising under or in connection with the Relevant Obligations and the Trustee and, by its holding of any Certificates, each Certificateholder, shall be deemed to have waived all such rights of set-off to the fullest extent permitted by law.

As a consequence of these subordination provisions, if a Winding-Up Proceeding should occur, the Certificateholders may recover less rateably than the holders of deposit liabilities, the holders of other unsubordinated

liabilities or the holders of subordinated liabilities ranking senior to the Relevant Obligations, in each case, of the Bank.

- (iv) The Trustee may only exercise its enforcement rights in relation to any Relevant Obligation or in relation to any of its other rights under the Master Mudaraba Agreement or any other Transaction Document in the manner provided in Condition 12.3.
- (v) The provisions of this Condition 4(b) apply only to the Relevant Obligations and nothing in this Condition 4(b) shall affect or prejudice the payment of the costs, charges, expenses, liabilities, indemnities or remuneration of the Delegate or the rights and remedies of the Delegate in respect thereof and in such capacity the Delegate shall rank as an unsubordinated creditor of the Bank.

(c) Limited Recourse and Agreement of Certificateholders

Save as provided in this Condition 4(c), Certificates issued under the Programme do not represent an interest in, or obligation of, any of the Trustee, the Delegate, the Bank, or any of their respective affiliates.

The proceeds of the realisation of, or enforcement with respect to, the Trust Assets are the sole source of payments on any Certificates. Such proceeds may not be sufficient to make all payments due in respect of any Certificates. Certificateholders, by subscribing for or acquiring any Series of Certificates, acknowledge and agree that notwithstanding anything to the contrary contained in these Conditions or any Transaction Document:

- (i) no payment of any amount whatsoever shall be made by the Trustee or the Delegate or any of their respective shareholders, directors, officers, employees or agents on their behalf except to the extent funds are available therefor from the relevant Trust Assets and no recourse shall be had for the payment of any amount due and owing hereunder or under any Transaction Document, whether for the payment of any fee, indemnity or other amount hereunder or any other obligation or claim arising out of or based upon the Transaction Documents, against the Trustee or the Delegate to the extent the relevant Trust Assets have been exhausted, following which all obligations of the Trustee shall be extinguished;
- (ii) the Trustee may not sell, transfer, assign or otherwise dispose of the Trust Assets to a third party, and may only realise its rights, title, interests, benefits and entitlements, present and future, in, to and under the Trust Assets in the manner expressly provided in the Transaction Documents;
- (iii) if the proceeds of the relevant Trust Assets are insufficient to make all payments due in respect of any Certificates, Certificateholders will have no recourse to any assets of the Trustee (and/or its directors, officers, shareholders or corporate services providers in their capacity as such) (other than the relevant Trust Assets in the manner and to the extent contemplated by the Transaction Documents), or of the Trustee Administrator, the Delegate, the Agents or any of their respective directors, officers, employees, agents, shareholders or affiliates, in each case in respect of any shortfall or otherwise;

- (iv) no Certificateholders will be able to petition for, institute or join with any other person in instituting proceedings for, the reorganisation, arrangement, liquidation, bankruptcy, winding-up or receivership or other proceedings under any bankruptcy or similar law against the Trustee, the Trustee Administrator, the Delegate or any of their respective directors, officers, employees, agents, shareholders or affiliates;
- (v) no recourse (whether by institution or enforcement of any legal proceedings or assessment or otherwise) in respect of any breaches of any duty, obligation or undertaking of the Trustee or the Delegate arising under or in connection with the Trust Deed and any Certificates by virtue of any customary law, statute or otherwise shall be had against any shareholder, officer, director, employee, agent or corporate services provider of the Trustee or the Delegate (as applicable) in their capacity as such. The obligations of the Trustee, the Trustee Administrator and the Delegate under the Transaction Documents are corporate or limited liability obligations of the Trustee, the Trustee Administrator or the Delegate (as applicable) and no personal liability shall attach to or be incurred by the officers or directors of the Trustee or the Delegate (as applicable) in their capacity as such, save in the case of the relevant party's wilful default or actual fraud. Reference in these Conditions to wilful default or actual fraud means a finding to such effect by a court of competent jurisdiction in relation to the conduct of the relevant party;
- (vi) it shall not be entitled to claim or exercise any right of set-off, counterclaim, abatement or other similar remedy which it might otherwise have, under the laws of any jurisdiction, in respect of any sums due under such Certificate. No collateral is or will be given for the payment obligations under the Certificates;
- (vii) the proceeds of the relevant Trust Assets are the sole source of payments on the Certificates of a Series. Payment by the Trustee of any Periodic Distribution Amount or any amount required to redeem the Certificates of a Series is subject to receipt by the Trustee of the amounts expected to be received by it from the Mudareb in accordance with the provisions of the Master Mudaraba Agreement. The Master Mudaraba Agreement provides that there is no guarantee of any return from the Mudaraba Assets and the Bank's obligation to pay amounts thereunder are subject to the more detailed provisions set out therein, and references in these Conditions to "Periodic Distribution Amount", "profit" and "Profit Rate" should be construed accordingly; and
- (viii) the Trustee and the Mudareb have agreed in the Master Mudaraba Agreement that the Mudareb shall not be responsible for any losses to the Mudaraba Capital suffered by the Trustee unless such losses are caused by (i) the Mudareb's breach of the Master Mudaraba Agreement or (ii) the Mudareb's gross negligence, wilful misconduct or fraud.

Pursuant to the terms of the Transaction Documents, the Obligor is obliged to make certain payments directly to or to the order of the Trustee. Such payment obligations form part of the Trust Assets and the Trustee and the Delegate (failing which the Certificateholders pursuant to Condition 12.3(e)) will thereby, subject to Condition 4(b) and Condition 12.3, have recourse against the Obligor to recover payments due to the Trustee from the Obligor pursuant to such Transaction Documents notwithstanding any other provision of this Condition 4(c). Such right of the Trustee and the Delegate

shall constitute an unsecured claim against the Obligor. None of the Certificateholders, the Trustee or the Delegate shall be entitled to claim any priority right in respect of any specific assets of the Obligor in connection with the enforcement of any such claim.

(d) Other Issues

So long as any of the Certificates of any Series remain outstanding, the Bank (in its capacity as Mudareb or otherwise) will not issue any securities (regardless of name or designation) or create any guarantee of, or provide any contractual support arrangement in respect of, the obligations of any other entity which in each case constitutes (whether on a solo, or a solo consolidated or on a consolidated basis) issued Additional Tier 1 Capital of the Bank if claims in respect of such securities, guarantee or contractual support arrangement would rank (as regards distributions on a return of assets on a winding-up or in respect of distribution or payment of dividends and/or any other amounts thereunder) senior to the Relevant Obligations. This prohibition will not apply if at the same time or prior thereto: (a) these Conditions and (to the extent applicable) the Transaction Documents are amended to ensure that the Trustee (on behalf of the Certificateholders) obtains and/or (b) the Relevant Obligations have, in each case, the benefit of, such of those rights and entitlements as are contained in or attached to such securities or under such guarantee or contractual support arrangement as are required so as to ensure that claims in respect of the Relevant Obligations rank *pari passu* with, and contain substantially equivalent rights of priority as to distributions or payments on, such securities or under such guarantee or contractual support arrangement.

5 The Trust

(a) Trust Assets

Al Rajhi Tier 1 Sukuk Limited (in its capacity as Trustee and as the **Rab-al-Maal**) has entered into a Master Mudaraba Agreement (the **Master Mudaraba Agreement**) dated 18 April 2024 with the Bank (in such capacity, the **Mudareb**). Pursuant to the Master Mudaraba Agreement, as supplemented by the relevant Supplemental Mudaraba Agreement(s) (together the **Mudaraba Agreement**), the Rab-al-Maal will contribute the proceeds of the issue of each Tranche of Certificates to the Mudareb on the relevant Issue Date, which proceeds will form the capital of the Mudaraba (as defined below) of the relevant Series and which may be subject to change after the relevant Issue Date in accordance with Condition 9.2 (the **Mudaraba Capital**). The Mudareb will invest the Mudaraba Capital in its fully *Shari'a* compliant financial and investment business activities carried out through the General Mudaraba Pool and following such investment, the Mudaraba Capital shall constitute *pro rata* undivided assets in the General Mudaraba Pool (the **Mudaraba Assets**) in accordance with the Master Mudaraba Agreement, which shall include an investment plan prepared by the Mudareb and shall constitute a mudaraba for the relevant Series (the **Mudaraba**).

In relation to each Series and prior to the relevant Issue Date, the Trustee will open a non-interest bearing transaction account in London (the **Transaction Account**) in its own name with the Principal Paying Agent, details of which will be set out in the applicable Pricing Supplement. The Transaction Account shall be operated by the Principal Paying Agent on behalf of the Trustee and shall be the account into which the Mudareb will pay all amounts due to the Trustee under the Transaction Documents. If the Trustee is substituted in accordance with Condition 12.2, the Substituted Trustee will be required to open a new non-interest bearing transaction account in London in its name with the Principal Paying Agent into which the Mudareb will pay all amounts

due to the Trustee under the Transaction Documents from the date of substitution onwards, and references in these Conditions to the **Transaction Account** will be construed accordingly.

Pursuant to the terms of the Trust Deed, the Trustee holds the Trust Assets for each Series upon trust absolutely for and on behalf of the Certificateholders of such Series *pro rata* according to the face amount of Certificates held by each holder. The term **Trust Assets** in respect of each Series means the following:

- (i) the cash proceeds of the issue of such Series of Certificates, pending application thereof in accordance with the terms of the Transaction Documents;
- (ii) any and all of the rights, title, interests, benefits and entitlements, present and future, of the Trustee in, to and under the assets from time to time constituting the Mudaraba Assets of that Series;
- (iii) any and all of the rights, title, interests, benefits and entitlements, present and future of the Trustee in, to and under the Transaction Documents (other than in relation to any representation given by the Bank (acting in any capacity) to the Trustee pursuant to any of the Transaction Documents and the covenants given to the Trustee by the Bank pursuant to clause 13.1 of the Master Trust Deed); and
- (iv) any and all moneys standing to the credit of the Transaction Account of the relevant Series from time to time,

and all proceeds of the foregoing.

See "Summary of the Principal Transaction Documents" appearing elsewhere in this Base Offering Circular for more information on the Trust Assets and the Transaction Documents.

(b) Priority of Payments

On each Periodic Distribution Date and on any date fixed for payment of the Dissolution Distribution Amount, the Principal Paying Agent shall apply the moneys standing to the credit of the relevant Transaction Account in the following order of priority (in each case only if and to the extent that payments of a higher priority have been made in full):

- (i) *first*, (to the extent not previously paid) to the Delegate in respect of all amounts owing to it under the Transaction Documents in its capacity as Delegate (including any amounts owing to the Delegate in respect of its Appointees (as defined in the Master Trust Deed)) and to any receiver, manager or administrative receiver or any other analogous officer appointed in respect of the Trust by the Delegate in accordance with the Trust Deed, in each case as notified to the Trustee and the Obligor on or before such Periodic Distribution Date or date fixed for payment of the Dissolution Distribution Amount, as the case may be;
- (ii) *second*, only if such payment is made on a Periodic Distribution Date, in or towards payment *pari passu* and rateably of all Periodic Distribution Amounts due but unpaid;

- (iii) *third*, only if such payment is made on a date fixed for payment of the Dissolution Distribution Amount, in or towards payment *pari passu* and rateably of the relevant Dissolution Distribution Amount; and
- (iv) *fourth*, after all amounts required to be paid in respect of such Certificates have been discharged in full, in payment of any residual amount to the Obligor.

6 Trustee Covenants

The Trustee has covenanted in the Trust Deed that, *inter alia*, for so long as any Certificate is outstanding, it shall not (without the prior written consent of the Delegate):

- (a) incur any indebtedness in respect of borrowed or raised money whatsoever (whether structured (or intended to be structured) in accordance with the principles of *Shari'a* or otherwise), or give any guarantee or indemnity in respect of any obligation of any person or issue any shares (or rights, warrants or options in respect of shares or securities convertible into or exchangeable for shares) or any other certificates except, in all cases, as contemplated in the Transaction Documents;
- (b) grant or permit to be outstanding any lien, pledge, charge or other security interest upon any of its present or future assets, properties or revenues (other than those arising by operation of law (if any) or permitted under or pursuant to any of the Transaction Documents);
- (c) sell, lease, transfer, assign, participate, exchange or otherwise dispose of, or pledge, mortgage, hypothecate or otherwise encumber (by security interest, lien (statutory or otherwise), preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever or otherwise) (or permit such to occur or suffer such to exist), any part of its interests in any of the Trust Assets except pursuant to any of the Transaction Documents;
- (d) amend or agree to any amendment of any Transaction Document (other than in accordance with the terms thereof) or its constitutional documents;
- (e) except as provided in the Trust Deed, act as trustee in respect of any trust other than the Trust or in respect of any parties other than the Certificateholders;
- (f) have any subsidiaries or employees;
- (g) redeem or purchase any of its shares or pay any dividend or make any other distribution to its shareholders;
- (h) use the proceeds of the issue of any Series of Certificates for any purpose other than as stated in the Transaction Documents;
- (i) put to its directors or shareholders any resolution for, or appoint any liquidator for, its winding-up or any resolution for the commencement of any other bankruptcy or insolvency proceeding with respect to it; or
- (j) enter into any contract, transaction, amendment, obligation or liability other than the Certificates and the Transaction Documents or any permitted amendment or supplement thereto or as expressly contemplated, permitted or required thereunder or engage in any business or activity other than:

- (i) as contemplated, provided for or permitted in the Transaction Documents;
- (ii) the ownership, management and disposal of the Trust Assets as provided in the Transaction Documents; and
- (iii) such other matters which are incidental thereto.

7 Periodic Distributions

7.1 Distribution of Mudaraba Profit

The Trustee has agreed in the Master Mudaraba Agreement that the Bank shall be entitled (in its capacity as Mudareb or otherwise) to utilise the General Mudaraba Pool to make payments in respect of the claims of Senior Creditors or to cover losses of the General Mudaraba Pool and that such entitlement shall apply at any time before an order has been made, or an effective resolution has been passed, for the winding-up, dissolution or liquidation (or other analogous event) of the Bank (in its capacity as Mudareb or otherwise).

7.2 Periodic Distribution Amounts

Subject to Conditions 4(b), 4(c), 7.3, 8, 10 and 11, the Trustee shall distribute to Certificateholders, *pro rata* to their respective holdings, out of amounts transferred into the relevant Transaction Account, a distribution in relation to such Series of Certificates on each Periodic Distribution Date equal to the Periodic Distribution Amount.

The **Periodic Distribution Amount** payable on each Periodic Distribution Date:

- (a) for the Initial Period, shall be an amount equal to the Initial Periodic Distribution Amount; and
- (b) during each Reset Period (if any), shall be the relevant amount calculated in accordance with the provisions of Condition 7.4.

7.3 Cessation of Accrual

Subject to Conditions 4(b), 8 and 10, each Certificate of a Series will cease to be eligible to earn Periodic Distribution Amounts from the due date for redemption, following liquidation of the Mudaraba in accordance with these Conditions and the Master Mudaraba Agreement.

7.4 Periodic Distributions

Subject to Conditions 4(b), 7.3, 8, 10 and 11 and, the Certificates bear profit at the applicable Profit Rate from (and including) the relevant Issue Date in accordance with the provisions of this Condition 7.4, such profit being payable in arrear on each Periodic Distribution Date in respect of the Periodic Distribution Period ending on (but excluding) such date. Periodic Distribution Amounts will not be cumulative and any Periodic Distribution Amount which is not paid will not accumulate or compound and Certificateholders will have no right to receive such Periodic Distribution Amount at any time, even if Periodic Distribution Amounts are paid in the future.

If a Periodic Distribution Amount is required to be calculated in respect of a period of less than a full Periodic Distribution Period, it shall be calculated as an amount equal

to the product of: (a) the applicable Profit Rate; (b) the face amount of the relevant Certificates then outstanding; and (c) the Day Count Fraction, rounding the resultant figure to the nearest cent (half a cent being rounded upwards).

(a) Profit Rate

For the Initial Period, the Certificates bear profit at the Initial Periodic Distribution Rate. The Profit Rate for a Series will be reset on each Reset Date in respect of that Series on the basis of the aggregate of the Margin and the Relevant Reset Rate on the relevant Reset Determination Date, as determined by the Calculation Agent.

The Calculation Agent will, as soon as practicable upon determination of the Profit Rate which shall apply to the Reset Period commencing on the relevant Reset Date, but in no event later than the second Business Day thereafter, cause the applicable Profit Rate and the corresponding Periodic Distribution Amount to be notified to each of the Paying Agents, the Trustee, the Delegate and the Bank and the Trustee shall cause such Profit Rate and the corresponding Periodic Distribution Amount to be notified to Certificateholders in accordance with Condition 18.

For the avoidance of doubt, the Calculation Agent shall not be responsible to the Trustee, the Bank, the Certificateholders or to any third party (except, in the case of the Trustee only, in the event of wilful default, gross negligence or fraud of the Calculation Agent) as a result of the Calculation Agent having relied upon any quotation, ratio or other information provided to it by any person for the purposes of making any determination hereunder, which subsequently may be found to be incorrect or inaccurate in any way or for any loss or damage in relation thereto, or for failure to comply or delay in complying with any duty or obligation, under or pursuant to the Conditions, arising as a direct or indirect result of any force majeure or any act beyond its control.

(b) Calculation Agent

In relation to any Series, the Trustee will maintain a Calculation Agent named as such in the applicable Pricing Supplement for the purposes of such Series.

The Trustee may, with the prior written approval of the Delegate (given in accordance with the Trust Deed and these Conditions), from time to time replace the Calculation Agent with another leading investment, merchant or commercial bank or financial institution. If the Calculation Agent is unable or unwilling to continue to act as the Calculation Agent or (without prejudice to Condition 7.4(c)) fails duly to determine the Profit Rate in respect of any Reset Period as provided in Condition 7.4(a), the Trustee shall forthwith appoint another leading investment, merchant or commercial bank or financial institution approved in writing by the Delegate (in accordance with the Trust Deed and these Conditions) to act as such in its place. The Calculation Agent may not resign its duties or be removed without a successor having been appointed as aforesaid.

(c) Determinations of Calculation Agent, the Bank or Trustee Binding

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 7, whether by the Calculation Agent, the Trustee or the Bank (or their respective agents), shall (in the absence of manifest error) be binding on the Trustee, the Bank, the Calculation Agent, the Paying Agents, the Delegate and all Certificateholders and (in the absence of its own wilful default or gross negligence) no liability to the Trustee, the Bank, any Agent, the Delegate and the Certificateholders shall attach to the Calculation Agent or the Trustee (or its agent) in connection with the exercise or non-exercise by them of any of their powers, duties and discretions.

8 Periodic Distribution Restrictions

8.1 Non-Payment Event

Notwithstanding Condition 7.4, if any of the following events occur in respect of a Series (each, a **Non-Payment Event**), the Bank (as Mudareb) shall not pay Mudaraba Profit (and, as a result, Rab-al-Maal Mudaraba Profit) or Final Mudaraba Profit (and, as a result, Rab-al-Maal Final Mudaraba Profit) on any relevant Mudaraba Profit Distribution Date or Mudaraba End Date (as the case may be), in each case in respect of the Mudaraba of that Series, and as a result thereof the Trustee shall not pay the relevant Periodic Distribution Amounts on the corresponding Periodic Distribution Date:

- (a) the amount equal to the then applicable Periodic Distribution Amount in respect of the relevant Series to be paid by the Bank out of the relevant Rab-al-Maal Mudaraba Profit or Rab-al-Maal Final Mudaraba Profit, as applicable (the **Relevant Rab-al-Maal Mudaraba Profit Amount**), when aggregated with any distributions or amounts payable by the Bank (in its capacity as Mudareb or otherwise) on the same date (or otherwise due and payable on such date) on any other obligations in respect of Pari Passu Obligations and Junior Obligations, exceeds, on the relevant date for payment of the Relevant Rab-al-Maal Mudaraba Profit Amount, the Distributable Profits; or
- (b) the Bank (in its capacity as Mudareb or otherwise) is, on that Mudaraba Profit Distribution Date or Mudaraba End Date (as the case may be), in breach of (or payment of the Relevant Rab-al-Maal Mudaraba Profit Amount would cause a breach of) the Applicable Regulatory Capital Requirements (including any payment restrictions due to a breach of any applicable capital buffers imposed on the Bank by the Financial Regulator); or
- (c) the Financial Regulator requires (i) the Bank not to pay the Relevant Rab-al-Maal Mudaraba Profit Amount to the Trustee (in its capacity as Rab-al-Maal) on that Mudaraba Profit Distribution Date or Mudaraba End Date (as the case may be) or (ii) the Trustee (in its capacity as Rab-al-Maal) not to pay the relevant Periodic Distribution Amount on that Periodic Distribution Date, in each case, on account of the Bank making a net loss during the relevant financial period or for any other reason as it may deem necessary.

8.2 Non-Payment Election

In respect of a Series, notwithstanding Condition 7.4, the Bank may in its sole discretion elect that Rab-al-Maal Mudaraba Profit (in whole or in part) will not be paid to the Trustee (in its capacity as Rab-al-Maal) on any Mudaraba Profit Distribution

Date, and the Bank shall, in each case, instruct the Trustee not to make payment of a Periodic Distribution Amount (in whole or in part) to Certificateholders on such Periodic Distribution Date, provided that the foregoing in this Condition 8.2 shall not apply in respect of Rab-al-Maal Final Mudaraba Profit payable on any Mudaraba End Date (any such election in respect of a Series being a **Non-Payment Election**). The Bank may not, however, make a Non-Payment Election once the Trustee has given notice to Certificateholders that such Series of Certificates will be redeemed in whole in accordance with Condition 9.1.

8.3 Effect of Non-Payment Event or Non-Payment Election

In respect of each Series, if the Bank makes a Non-Payment Election or a Non-Payment Event occurs, then the Bank shall (i) in the case of a Non-Payment Election, no later than 14 calendar days prior to such event, and (ii) in the case of a Non-Payment Event, as soon as practicable thereafter but in any case no later than five Business Days prior to the relevant Mudaraba Profit Distribution Date or Mudaraba End Date, as the case may be, give notice to the Trustee and the Principal Paying Agent in accordance with the Master Mudaraba Agreement, the Delegate in accordance with the Trust Deed and Certificateholders in accordance with Condition 18 in each case providing details of the Non-Payment Election (including, if relevant, details of any partial payment to be made) or Non-Payment Event, as the case may be. In the absence of notice of such Non-Payment Election or Non-Payment Event, as the case may be, having been given in accordance with this Condition 8.3, the fact of non-payment of the Relevant Rab-al-Maal Mudaraba Profit Amount (or any part thereof) on the relevant Mudaraba Profit Distribution Date or Mudaraba End Date (as the case may be) shall be evidence of the occurrence of a Non-Payment Election or a Non-Payment Event, as the case may be. In respect of each Series, Certificateholders shall have no claim in respect of any Periodic Distribution Amount (or any part thereof, as applicable) not paid as a result of either a Non-Payment Election or a Non-Payment Event (in each case, irrespective of whether notice of such Non-Payment Election or Non-Payment Event has been given in accordance with this Condition 8.3) and any such non-payment in whole or in part, as applicable, of Rab-al-Maal Mudaraba Profit, Rab-al-Maal Final Mudaraba Profit (in the case of a Non-Payment Event only) or a Periodic Distribution Amount in such circumstance shall not constitute a Dissolution Event with respect to such Series. The Bank shall not have any obligation to make any subsequent payment in respect of any such unpaid profit (or any part thereof, as applicable) (whether from its own cash resources, from the relevant Mudaraba Reserve or otherwise) and the Trustee shall not have any obligation to make any subsequent payment in respect of any such Periodic Distribution Amounts (or any part thereof, as applicable).

8.4 Dividend and Redemption Restrictions

In respect of each Series, if any amount of Rab-al-Maal Mudaraba Profit, Rab-al-Maal Final Mudaraba Profit or Periodic Distribution Amount is not paid as a consequence of a Non-Payment Election or a Non-Payment Event pursuant to Condition 8.1 or 8.2 (as the case may be), then, from the date of such Non-Payment Election or Non-Payment Event (the **Dividend Stopper Date**), the Bank will not, so long as any Certificates of such Series are outstanding:

- (a) declare or pay any distribution or dividend or make any other payment on, and will procure that no distribution or dividend or other payment is made on, Ordinary Shares (other than to the extent that any such distribution, dividend or other payment is declared before such Dividend Stopper Date); or

- (b) declare or pay profit or any other distribution on any of its Other Common Equity Tier 1 Instruments or securities ranking, as to the right of payment of dividend, distributions or similar payments, junior to or *pari passu* with the Relevant Obligations (excluding securities the terms of which do not at the relevant time enable the Bank to defer or otherwise not to make such payment), only to the extent such restriction on payment or distribution is permitted under the relevant regulatory criteria for Tier 1 Capital applicable from time to time; or
- (c) directly or indirectly redeem, purchase, cancel, reduce or otherwise acquire any Ordinary Shares; or
- (d) directly or indirectly redeem, purchase, cancel, reduce or otherwise acquire Other Common Equity Tier 1 Instruments or any securities issued by the Bank ranking, as to the right of repayment of capital, junior to or *pari passu* with the Relevant Obligations (excluding securities the terms of which stipulate (i) any mandatory redemption in accordance with its terms or (ii) any conversion into, or exchange for, Ordinary Shares), only to the extent such restriction on redemption, purchase, cancellation, reduction or acquisition is permitted under the relevant regulatory criteria for Tier 1 Capital applicable from time to time,

in each case unless or until (i) the next following payment of Rab-al-Maal Mudaraba Profit or (ii) (as the case may be) payment of the Rab-al-Maal Final Mudaraba Profit, in each case following the Dividend Stopper Date, has been made in full (or an amount equal to the same has been duly set aside or provided for in full for the benefit of the Trustee in accordance with the Master Mudaraba Agreement) with respect to such Series.

9 Redemption, Purchase and Cancellation

9.1 Redemption

(a) No Fixed Redemption Date and Conditions for Redemption

The Certificates issued under the Programme are perpetual securities in respect of which there is no fixed redemption date and the Trustee shall (subject to the provisions of Condition 4(b), Condition 10 and Condition 12.3 and without prejudice to the provisions of Condition 14) only have the right to redeem the Certificates in accordance with the following provisions of this Condition 9.1.

The redemption of any Series of Certificates, pursuant to this Condition 9.1, is subject to the following conditions (in addition to those set out elsewhere in this Condition 9.1):

- (i) (except to the extent that the Financial Regulator and/or the Capital Regulations no longer so require(s)) the Bank having obtained the prior consent of the Financial Regulator;
- (ii) (except to the extent that the Financial Regulator and/or the Capital Regulations no longer so require(s)) at the time when the relevant notice of redemption is given, the Bank being in compliance with the Applicable Regulatory Capital Requirements;

- (iii) (except to the extent that the Financial Regulator and/or the Capital Regulations no longer so require(s)) immediately following such redemption, the Bank being in compliance with the Applicable Regulatory Capital Requirements; and
- (iv) (in the case of a redemption pursuant to Condition 9.1(c) or 9.1(d) only) the Tax Law Change or Capital Event, as the case may be, having become, or becoming, effective on or after the Issue Date of the first Tranche of the relevant Series.

(b) **Trustee's Call Option**

Subject to Condition 9.1(a) and Condition 9.1(e), the Bank may (acting in its sole discretion) instruct the Trustee to, whereupon the Trustee shall, by giving not less than 15 nor more than 30 days' prior notice to the Certificateholders in accordance with Condition 18 and to the Delegate in accordance with the Trust Deed (which notice shall specify the date fixed for redemption and shall, subject to Condition 9.1(e), be irrevocable), redeem all, but not some only, of the Certificates of any Series at the Trustee Call Amount.

Redemption of any Series of Certificates pursuant to this Condition 9.1(b) may only occur on any of the following dates (each, a **Call Date**):

- (i) if 'Par Call Period' is specified as applicable in the Pricing Supplement, any date during the period commencing from (and including) the First Call Date to and including the First Reset Date or any Periodic Distribution Date thereafter; or
- (ii) if 'Par Call Period' is specified as being not applicable in the Pricing Supplement, the First Call Date or any Periodic Distribution Date thereafter.

Prior to the publication of any notice of redemption pursuant to this Condition 9.1(b), the Bank shall give to the Trustee and the Delegate a certificate signed by two Authorised Signatories stating that all conditions precedent to the redemption of the relevant Series of Certificates pursuant to this Condition 9.1(b) (other than the notice to Certificateholders described in this Condition 9.1(b)) have been satisfied (upon which the Delegate may rely without further enquiry and without liability to any person), and the Delegate shall accept the certificate without any further enquiry and without liability to any person as sufficient evidence of the satisfaction of the conditions precedent set out above, in which event it shall be conclusive and binding on the Certificateholders.

(c) **Redemption due to Taxation**

- (i) Subject to Condition 9.1(a), this Condition 9.1(c) and Condition 9.1(e), if a Tax Event occurs, the Bank may (acting in its sole discretion) instruct the Trustee to, whereupon the Trustee shall, by giving not less than 15 nor more than 30 days' prior notice to the Certificateholders in accordance with Condition 18 and to the Delegate in accordance with the Trust Deed, (which notice shall specify the date fixed for redemption and the applicable Record Date, and shall, subject to Condition 9.1(e), be irrevocable), redeem all, but not some only, of

the relevant Series of Certificates in respect of which the Tax Event has occurred at the Tax Event Redemption Amount. No such notice shall be given earlier than 90 days prior to the earliest date on which the Trustee or the Bank would be obliged to pay any Additional Amounts and/or Taxes under, or in connection with, clause 5.11 of the Master Mudaraba Agreement. If the Bank does not instruct the Trustee to so redeem in accordance with this Condition 9.1(c)(i) in respect of such Tax Event then the Certificates of such Series shall continue to be perpetual securities in respect of which there is no fixed redemption date unless the Trustee shall otherwise (subject to the provisions of Condition 4(b), Condition 10 and Condition 12.3 and without prejudice to the provisions of Condition 14) redeem any Certificates in accordance with the provisions of this Condition 9.1.

- (ii) Redemption of any Series of Certificates pursuant to this Condition 9.1(c) may occur on any date on or after the relevant Issue Date (whether or not a Periodic Distribution Date).
- (iii) Prior to the delivery of any notice of redemption pursuant to this Condition 9.1(c), the Bank shall give to the Trustee and the Delegate (i) a copy of the opinion of an independent tax or legal adviser of recognised standing to the effect that a Tax Event has occurred (upon which the Delegate may rely without any further enquiry and without liability to any person) and (ii) a certificate signed by two Authorised Signatories (upon which the Delegate may rely without any further enquiry and without liability to any person) stating that (A) the conditions set out in Condition 9.1(a) have been satisfied; and (B) a Tax Event has occurred. Such certificate and opinion shall be conclusive and binding evidence of the satisfaction of the conditions precedent set out above in this Condition 9.1(c)(iii) and the Delegate shall accept and rely on such certificate and opinion without any further enquiry as sufficient evidence of the satisfaction of such conditions precedent and without liability to any person. Upon expiry of such notice, the Trustee shall redeem the Certificates.

(d) Redemption for Capital Event

- (i) Subject to Condition 9.1(a), this Condition 9.1(d) and Condition 9.1(e), if a Capital Event occurs and is continuing, the Bank may (acting in its sole discretion) instruct the Trustee to, whereupon the Trustee shall, by giving not less than 15 nor more than 30 days' prior notice to the Certificateholders in accordance with Condition 18 and to the Delegate in accordance with the Trust Deed, (which notice shall specify the date fixed for redemption and the applicable Record Date and shall, subject to Condition 9.1(e), be irrevocable), redeem all, but not some only, of the relevant Series of Certificates in respect of which the Capital Event has occurred at the Capital Event Redemption Amount. If the Bank does not instruct the Trustee to so redeem in accordance with this Condition 9.1(d)(i) in respect of such Capital Event then the Certificates of such Series shall continue to be perpetual securities in respect of which there is no fixed redemption date unless the Trustee shall otherwise (subject to the provisions of Condition 4(b), Condition 10 and Condition 12.3 and without prejudice to the

provisions of Condition 14) redeem the Certificates in accordance with the provisions of this Condition 9.1.

- (ii) Redemption of any Series of Certificates pursuant to this Condition 9.1(d) may occur on any date on or after the relevant Issue Date (whether or not a Periodic Distribution Date).
- (iii) Prior to the delivery of any notice of redemption pursuant to this Condition 9.1(d), the Bank shall give to the Trustee and the Delegate a certificate signed by two Authorised Signatories (upon which the Delegate shall rely without any further enquiry and without liability to any person) stating that (A) the conditions set out in Condition 9.1(a) have been satisfied; and (B) a Capital Event has occurred and is continuing as at the date of the certificate. Such certificate shall be conclusive and binding evidence of the satisfaction of the conditions precedent set out above in this Condition 9.1(d)(iii) and the Delegate shall accept and rely on such certificate without any further enquiry as sufficient evidence of the satisfaction of such conditions precedent and without liability to any person. Upon expiry of such notice the Trustee shall redeem the Certificates.

(e) **No redemption following delivery of a Non-Viability Notice**

If the Bank has instructed the Trustee to redeem any Series of Certificates and prior to the redemption of the Certificates a Non-Viability Event occurs, the relevant redemption notice shall be automatically rescinded and shall be of no force and effect and the Trustee shall (upon receiving written notice of the Non-Viability Event) give notice thereof to the Certificateholders (in accordance with Condition 18), the Delegate, the Principal Paying Agent and the Registrar as soon as practicable. Further, no notice of redemption shall be given in the period following the giving of a Non-Viability Notice and prior to the relevant Non-Viability Event Write-down Date.

9.2 Purchase

Subject to the Bank (A) obtaining the prior approval of the Financial Regulator (except to the extent that the Capital Regulations and/or the Financial Regulator no longer so require(s)) and (B) being in compliance with the Applicable Regulatory Capital Requirements at the time of purchase, the Bank or any of its Subsidiaries, may purchase any Certificates of any Series in any manner and at any price. Upon any such purchase, the Bank shall deliver such Certificates to the Registrar for cancellation and, upon such cancellation, the Mudaraba Capital of the relevant Series shall be reduced by the face amount of the relevant Certificates so cancelled.

9.3 Cancellation

All Certificates that are redeemed, and all Certificates that are purchased pursuant to Condition 9.2 and which the Bank delivers for cancellation in accordance with Condition 9.2, will be cancelled as soon as possible and accordingly may not be held, reissued or resold.

10 Write-down at the Point of Non-Viability

10.1 Effectiveness of this Condition 10

The provisions of this Condition 10 will lapse and cease to apply with effect from (and including) the date on which the Applicable Statutory Loss Absorption Regime becomes effective in respect of any Series of Certificates (the **Effective Date**), except to the extent such provisions are required by the Applicable Statutory Loss Absorption Regime or the Financial Regulator in the exercise of its powers thereunder. Forthwith following the occurrence of the Effective Date, the Bank shall give notice of such occurrence to the Trustee and the Delegate in accordance with the Trust Deed and to the Certificateholders in accordance with Condition 18. If the Bank becomes Non-Viable on or after the Effective Date, the Financial Regulator (or the Bank on instructions from the Financial Regulator) may take such action in respect of the Certificates as is required or permitted by such Applicable Statutory Loss Absorption Regime.

10.2 Non-Viability Event

If a Non-Viability Event occurs at any time on or after the Issue Date of the first Tranche of a Series and prior to the Effective Date, a Write-down (in whole or in part, as applicable) will take place in accordance with Condition 10.3.

10.3 Non-Viability Notice

- (a) In respect of each Series, on the third Business Day following the date on which a Non-Viability Event occurs (or on such earlier date as determined by the Financial Regulator), (i) the Bank will notify the Trustee thereof in accordance with the Master Mudaraba Agreement and (ii) the Trustee will then notify the Delegate and the Certificateholders and the Principal Paying Agent thereof in accordance with Condition 18 (a **Non-Viability Notice**).
- (b) Such Non-Viability Notice shall:
 - (i) state that a Non-Viability Event has occurred;
 - (ii) state that a Write-down will take place, state the Series in respect of which such Write-down will take place and, following guidance from the Financial Regulator, whether such Write-down will be a full or partial Write-down;
 - (iii) specify, in the case of a partial Write-down, the amount as determined by the Financial Regulator and notified to the Bank by which the aggregate face amount of the Certificates then outstanding of the relevant Series is to be Written-down;
 - (iv) specify, in the case of a full Write-down, that the Bank has received written confirmation from the Financial Regulator that the Financial Regulator has determined the aggregate face amount of the Certificates of the relevant Series then outstanding to be zero; and
 - (v) specify the Non-Viability Event Write-down Date.
- (c) A Write-down will occur on the Non-Viability Event Write-down Date.
- (d) In relation to any Series, in the case of a Write-down in full only, the Master Mudaraba Agreement will be automatically terminated (with respect to such Series only) with effect from the relevant Non-Viability Event Write-down

Date and none of the Trustee, the Certificateholders nor the Delegate shall be entitled to any claim for any amounts in connection with the Mudaraba Assets of that Series.

- (e) In relation to any Series, in the case of a Write-down in part only, the Mudaraba Capital of that Series shall be reduced in proportion to the face amount of the Certificates of that Series that are to be Written-down and none of the Trustee, the Certificateholders nor the Delegate shall be entitled to any claim for any amounts in connection with the Mudaraba Assets of that Series that relate to the proportion of the Mudaraba Capital of that Series that has been reduced.

10.4 Liability of Delegate and Agents

Neither the Delegate nor the Agents shall have any responsibility for, or liability or obligation in respect of, any loss, claim or demand incurred as a result of or in connection with a Non-Viability Event (or its disapplication, if applicable) or any consequent Write-down and/or cancellation of any Certificates or termination of the Master Mudaraba Agreement (in relation to any Series) or any claims in respect thereof, and neither the Delegate nor any Agent shall be responsible for any calculation, determination or the verification of any calculation or determination in connection with the foregoing.

11 Payments

(a) Method of Payment

Payments of the Dissolution Distribution Amount shall be made against presentation and (if no further payment falls to be made in respect of the Certificates represented thereby) surrender of the relevant Registered Certificate at the specified office of any of the Transfer Agents or of the Registrar and in the manner provided below.

Payments of Periodic Distribution Amounts in respect of each Certificate shall be made to the person shown on the Register (or, in the case of a Certificate held by two or more persons, to the person whose name appears first in the Register) at the close of business on the fifteenth day before the due date for payment thereof (the **Record Date**).

Payments of Periodic Distribution Amounts and the Dissolution Distribution Amount in respect of each Certificate shall be made in the Specified Currency by transfer to an account in the Specified Currency maintained by the payee with a bank in the principal financial centre for such currency or, in the case of euro, in a city in which banks have access to the T2, as notified by the holder to the specified office of the Registrar or any Transfer Agent before the Record Date.

If the amount being paid upon surrender of the relevant Registered Certificate is less than the Dissolution Distribution Amount of such Registered Certificate, the Registrar will annotate the Register with the amount of principal so paid and will (if so requested by the Trustee or a Certificateholder) issue a new Registered Certificate with a principal amount equal to the remaining unpaid outstanding principal amount. If the Periodic Distribution Amount being paid is less than the amount then due, the Registrar will annotate the Register with the amount so paid.

(b) Payments Subject to Laws

Payments are subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 13 and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the **Code**) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof or any law implementing an intergovernmental approach thereto. No commission or expenses shall be charged to the Certificateholders in respect of such payments.

(c) Appointment of Agents

The Principal Paying Agent, the Paying Agents, the Registrar and the Transfer Agents initially appointed by the Trustee and the Obligor and their respective specified offices are listed below. The Principal Paying Agent, the Paying Agents, the Registrar, the Transfer Agents and the Calculation Agent act solely as agents of the Trustee and the Obligor and do not assume any obligation or relationship of agency or trust for or with any Certificateholder. The Trustee reserves the right at any time with the prior written approval of the Delegate to vary or terminate the appointment of the Principal Paying Agent, any other Paying Agent, the Registrar, any Transfer Agent or the Calculation Agent(s) and to appoint additional or other Paying Agents, Transfer Agents or Calculation Agent(s), *provided that* the Trustee shall at all times maintain (i) a Principal Paying Agent, (ii) a Registrar, (iii) a Transfer Agent, (iv) one or more Calculation Agent(s) where these Conditions so require, (v) a Paying Agent having a specified office in at least one major European city and (vi) such other agents as may be required by any stock exchange on which the Certificates may be listed and/or admitted to trading, in each case as approved by the Delegate.

Notice of any such change or any change of any specified office shall promptly be given by the Trustee to the Certificateholders.

(d) Payment only on a Payment Business Day

If any date for payment in respect of any Certificate is not a Payment Business Day, the holder shall not be entitled to payment until the next following Payment Business Day, nor to any profit or other sum in respect of such postponed payment. In this Condition 11(d), **Payment Business Day** means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in such jurisdictions as shall be specified as **Financial Centres** in the applicable Pricing Supplement and:

- (i) (in the case of a payment in a currency other than euro) where payment is to be made by transfer to an account maintained with a bank in the Specified Currency, on which foreign exchange transactions may be carried on in the Specified Currency in the principal financial centre of the country of such Specified Currency; or
- (ii) (in the case of a payment in euro) which is a TARGET Business Day; or

For the purpose of this Condition 11:

- (A) **TARGET Business Day** means any day on which T2 is open for the settlement of payments in euro;

- (B) **T2** means the real time gross settlement system operated by the Eurosystem, or any successor system;
- (C) All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 11 by the Calculation Agent, will (in the absence of manifest error) be binding on the Trustee, the Obligor, the Agents and all Certificateholders.

12 **Dissolution Events and Winding-up**

The Trust Deed contains provisions entitling the Delegate to claim from the Trustee and the Bank, *inter alia*, the fees, expenses and liabilities incurred by it in carrying out its duties under the Trust Deed. The restrictions on commencing proceedings described below will not apply to any such claim.

12.1 **Bank Events**

If, in relation to a Series, a Bank Event occurs, the Delegate (provided it shall have been given notice in writing thereof by the Trustee or the Bank or otherwise upon the Delegate having received written notification of the Bank Event, and subject to it being indemnified and/or secured and/or prefunded to its satisfaction) shall promptly give notice of the occurrence of such Bank Event to the Certificateholders of that Series in accordance with Condition 18 with a request to such Certificateholders to indicate to the Trustee and the Delegate in writing if they wish the Certificates to be redeemed in whole and the Trust to be dissolved (a **Dissolution Request**). The Delegate may and, if so requested in writing by the Certificateholders of at least one-fifth of the aggregate face amount of the Certificates then outstanding or if so directed by an Extraordinary Resolution of Certificateholders, shall (but in each case subject to Condition 12.3(e)(i)), give notice (a **Dissolution Notice**) to the Trustee that the Certificates are immediately due and payable at the aggregate face amount of the relevant Series of Certificates then outstanding together with any Outstanding Payments, whereupon the aggregate face amount of the relevant Series of Certificates then outstanding together with any Outstanding Payments shall become immediately due and payable without presentation, demand, protest or other notice of any kind, provided, however, that the Trustee or the Delegate may only take any such steps, actions or proceedings as described in Condition 12.3(a), but may take no further or other steps, actions or proceedings to enforce, prove or claim for any such payment. A Dissolution Notice may be given whether or not a Dissolution Request has been given to Certificateholders.

12.2 **Trustee Events**

- (a) The Bank has undertaken in the Trust Deed that, as soon as practicable following the occurrence of a Trustee Event with respect to a Series, it will procure, without the consent of the Certificateholders (notwithstanding any provisions to the contrary in schedule 3 to the Master Trust Deed), subject to the consent of the Financial Regulator, the substitution of any newly formed special purpose company in form substantially the same as that of the Trustee, in place of the Trustee (the **Substituted Trustee**), or of any previous substituted company, as trustee and issuer under the Trust Deed and the Certificates, provided that:

- (i) a deed is executed or undertaking given by the Substituted Trustee to the Delegate, in form and manner satisfactory to the Delegate (acting in accordance with the Trust Deed and these Conditions), agreeing to be bound by the Trust Deed, the relevant Series of Certificates and the Transaction Documents (with any consequential amendments as the Delegate may deem appropriate) as if the Substituted Trustee had been named in the Trust Deed, the Certificates and the other Transaction Documents as trustee and issuer in place of the Trustee;
 - (ii) if the Substituted Trustee is subject generally to the taxing jurisdiction of a territory or any authority of or in that territory with power to tax (the **Substituted Territory**) other than the territory of the taxing jurisdiction to which (or to any such authority of or in which) the Trustee is subject generally (the **Trustee's Territory**), the Substituted Trustee shall give to the Delegate an undertaking satisfactory to the Delegate in terms corresponding to Condition 13 with the substitution for or the addition to the references in that Condition to the Trustee's Territory of references to the Substituted Territory or any political subdivision or authority thereof or therein having the power to tax whereupon the Trust Deed and the Certificates shall be read accordingly (and the Bank shall also be required to give to the Delegate an undertaking satisfactory to the Delegate in terms corresponding to the last paragraph of Condition 13, extending its obligations thereunder to the Substituted Territory);
 - (iii) two directors of the Substituted Trustee certify that it will be solvent immediately after such substitution (the Delegate need not have regard to the Substituted Trustee's financial condition, profits or prospects or compare them with those of the Trustee); and
 - (iv) the Trustee, the Substituted Trustee and the Bank comply with such other requirements as the Delegate may direct in the interests of the Certificateholders; and
 - (v) if the Trustee is substituted in accordance with this Condition 12.2, the Substituted Trustee will open a new non-interest bearing transaction account in London in its name with the Principal Paying Agent into which the Bank will pay all amounts due to the Trustee under the Transaction Documents from the date of substitution onwards, and references in the Transaction Documents to the **Transaction Account** will be construed accordingly.
- (b) Subject to this Condition 12.2, the Delegate may agree to the substitution of the Substituted Trustee without obtaining the consent or approval of the Certificateholders (it being acknowledged that each Certificateholder has by virtue of the last paragraph of the preamble to these Conditions authorised each Substituted Trustee to act as Rab-al-Maal pursuant to the Mudaraba Agreement on its behalf). The Bank shall give to the Delegate a certificate signed by two Authorised Signatories stating that the conditions set out in Condition 12.2(a) have been satisfied. Such certificate shall be conclusive and binding evidence of the satisfaction of the conditions set out in Condition 12.2(a) and the Delegate shall accept and rely on such certificate without any further enquiry

as sufficient evidence of the satisfaction of such conditions and without liability to any person.

- (c) The Substituted Trustee shall deliver or procure to be delivered to the Delegate one or more legal opinions in a form approved by the Delegate confirming that:
 - (i) it has obtained all necessary governmental and regulatory approvals and consents necessary for its assumption of the duties and liabilities as Substituted Trustee; (ii) such approvals and consents are at the time of substitution in full force and effect; and (iii) any documents to which the Substituted Trustee is a party in accordance with this Condition 12.2 constitute legal, valid and binding obligations of the Substituted Trustee, and the Delegate shall be entitled to rely on such legal opinions without liability to any person.
- (d) If the Bank fails to comply with the foregoing provisions of this Condition 12.2 within 60 days of the occurrence of the relevant Trustee Event, Conditions 12.1 and 12.3 shall apply to the relevant Trustee Event as if it was a Bank Event.

12.3 Winding-up, dissolution or liquidation

(a) Proceedings for Winding-up

If, in relation to a Series, a Bank Event occurs and a Dissolution Notice is delivered pursuant to Condition 12.1, the Mudaraba of that Series will be liquidated in accordance with the provisions of the Master Mudaraba Agreement, and either the Trustee or the Delegate may at its discretion, and the Delegate shall, in each case subject to Condition 12.3(e)(i), if it shall have been so requested by an Extraordinary Resolution of the Certificateholders or so requested in writing by the Certificateholders holding at least one-fifth of the aggregate face amount of the Certificates then outstanding (i) institute any steps, actions or proceedings for the winding-up of the Bank and/or (ii) prove in the winding-up of the Bank and/or (iii) institute any steps, actions or proceedings for the bankruptcy of the Bank and/or (iv) claim in the liquidation of the Bank and/or (v) take such other steps, actions or proceedings which, under the laws of the Kingdom of Saudi Arabia, have an analogous effect to the actions referred to in paragraphs (i) to (iv) above, in each case, for (subject as set out below) all amounts of Mudaraba Capital, Dissolution Mudaraba Capital, any Indemnity Payment, Rab-al-Maal Mudaraba Profit, Rab-al-Maal Final Mudaraba Profit and/or other amounts due in each case in respect of such Series to the Trustee on termination of the Master Mudaraba Agreement (with respect to such Series) in accordance with its terms and the terms of the other Transaction Documents, provided, however, that the Trustee or the Delegate may only take any such steps, actions or proceedings as described in this Condition 12.3(a), but may take no further or other steps, actions or proceedings to enforce, prove or claim for any payment and provided further that neither the Trustee nor the Delegate may take any steps, actions or proceedings against the Bank with respect to any sum that the Bank has paid into the Transaction Account of such Series in accordance with the Transaction Documents in circumstances where the Trustee has failed to pay that amount to Certificateholders in accordance with these Conditions. No payment in respect of the Transaction Documents may be made by the Bank as a result of any steps, actions or proceedings taken pursuant to Condition 12.1, nor will the Trustee or the Delegate accept the same, otherwise than during or after a winding-up (or analogous event) of the Bank, unless the Bank has given prior

written notice (with a copy to the Trustee and the Delegate) to, and received no objection from, the Financial Regulator (which the Bank shall confirm in writing to the Trustee and the Delegate).

(b) Enforcement

Without prejudice to Condition 12.1 and the remaining provisions of this Condition 12.3, the Trustee (or the Delegate) may at its discretion and the Delegate shall, in each case subject to Condition 12.3(e)(i), if it shall have been so requested by an Extraordinary Resolution of the Certificateholders or so requested in writing by the Certificateholders holding at least one-fifth of the aggregate face amount of the Certificates then outstanding of the relevant Series and without further notice institute such steps, actions or proceedings against the Bank and/or the Trustee, as it may think fit to enforce any term or condition binding on the Bank or the Trustee (as the case may be) under the Certificates and the Transaction Documents (other than any payment obligation of the Bank under or arising from the Transaction Documents, including, without limitation, payment of any principal or premium or satisfaction of any payments in respect of the Transaction Documents, including any damages awarded for breach of any obligations), including, without limitation, any failure by the Bank to procure the substitution of the Trustee in the circumstances described in Condition 12.2. However, in no event shall the Bank, by virtue of the institution of any such steps, actions or proceedings, be obliged to pay any sum or sums, in cash or otherwise, sooner than the same would otherwise have been payable by it in accordance with the Transaction Documents. Nothing in this Condition 12.3, however, shall prevent the Trustee (or the Delegate) from taking such steps, actions or proceedings as described in Condition 12.3(a) in respect of any payment obligations of the Bank arising from the Master Mudaraba Agreement or any other Transaction Document (including any damages awarded for breach of any obligations).

(c) Non-Viability

All claims by the Delegate and/or the Certificateholders against the Trustee under the Certificates and all claims by the Trustee (or the Delegate) against the Bank under the Transaction Documents (including, without limitation, any claim in relation to any unsatisfied payment obligation of the Trustee and/or the Bank under the Certificates or the Transaction Documents, as the case may be) shall be subject to, and shall be superseded by the provisions of Condition 10, irrespective of whether the relevant Non-Viability Event occurs prior to or after the event which is the subject matter of the claim, provided that nothing in these Conditions shall affect or prejudice the payment of the costs, charges, expenses, liabilities, indemnities or remuneration of the Delegate or the rights and remedies of the Delegate in respect thereof, all of which shall accordingly remain unsubordinated.

(d) Extent of Certificateholder remedy

No remedy against the Bank, other than as referred to in this Condition 12, shall be available to the Delegate, the Trustee or the Certificateholders, whether for the recovery of amounts owing in respect of the Transaction

Documents or in respect of any breach by the Bank of any of its other obligations under or in respect of the Transaction Documents.

(e) Realisation of Trust Assets

- (i) Neither the Trustee nor the Delegate shall be bound in any circumstances to take any action or step or institute any proceedings to enforce or to realise the relevant Trust Assets or take any action or step or institute any proceedings against the Bank or (in the case of the Delegate) against the Trustee to enforce the terms of any Series of Certificates or the Transaction Documents or give a Dissolution Notice (including, without limitation, pursuant to this Condition 12), unless, in either case, (a) it shall have been so requested by an Extraordinary Resolution of the Certificateholders or in writing by Certificateholders holding at least one-fifth of the aggregate face amount of the relevant Series of Certificates then outstanding and (b) it shall have been indemnified and/or secured and/or pre-funded to its satisfaction.
- (ii) No Certificateholder shall be entitled to proceed directly against the Trustee or the Bank or to take the actions, steps or proceedings referred to in Conditions 12.3(a) and 12.3(b) above, unless the Trustee or the Delegate (as the case may be), having become so bound to proceed, (i) fails to do so within a reasonable period or (ii) is unable for any reason (including by reason of an order of a court having competent jurisdiction) to do so, and in each case such failure or inability is continuing.
- (iii) Under no circumstances shall the Delegate or any Certificateholder have any right to cause the sale or other disposition of any of the relevant Trust Assets (other than as expressly contemplated in the Transaction Documents) and the sole right of the Delegate and the Certificateholders against the Trustee and the Bank shall be to enforce their respective obligations under the relevant Series of Certificates and the Transaction Documents.
- (iv) The foregoing paragraphs in this Condition 12.3(e) are subject to this paragraph. After enforcing or realising the Trust Assets in respect of the Certificates of the relevant Series and distributing the net proceeds thereof in accordance with Condition 5(b), the obligations of the Trustee in respect of the Certificates shall be satisfied and no Certificateholder may take any further steps against the Trustee (or any steps against the Delegate) to recover any further sums in respect of the Certificates and the right to receive any such sums from the Trustee remaining unpaid shall be extinguished. In particular, no Certificateholder shall be entitled in respect thereof to petition or to take any other steps for the winding-up of the Trustee.
- (v) Proof that, as regards any specified Certificate of a Series, the Trustee has defaulted in paying any amount due in respect of such Certificate shall (unless the contrary be proved) be sufficient evidence that the same default has been made as regards all other Certificates of such Series in respect of which the relevant amount is due and payable.

13 Taxation

All payments in respect of the Certificates shall be made free and clear of, and without withholding, retention or deduction for, or on account of, any present or future taxes, levies, imposts, duties, fees, assessments or other charges or withholdings of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any Relevant Jurisdiction, unless such withholding, retention or deduction is required by law (**Taxes**). In that event, the Trustee shall pay such additional amounts (the **Additional Amounts**) as shall result in receipt by the Certificateholders (after such withholding, retention or deduction) of such net amounts as would have been receivable by them had no such withholding, retention or deduction been required, except that no such Additional Amounts shall be payable in respect of any Certificate:

- (a) **Other connection:** held by or on behalf of, a holder who is liable to such taxes, levies, imposts, duties, fees, assessments or governmental charges in respect of such Certificate by reason of such holder having some connection with a Relevant Jurisdiction other than the mere holding of any Certificate; or
- (b) **Surrender more than 30 days after the Relevant Date:** in respect of which the Registered Certificate representing it is presented or surrendered for payment more than 30 days after the Relevant Date except to the extent that the holder of it would have been entitled to such Additional Amounts on presenting or surrendering such Registered Certificate for payment on the last day of such period of 30 days assuming that day to have been a Payment Business Day (in accordance with Condition 11(d)).

As used in these Conditions:

Relevant Date means, in respect of any Certificate, the date on which payment in respect of it first becomes due or (if the full amount of the money payable has not been duly paid on or prior to such due date) the date on which payment in full of the amount outstanding is made or (if earlier) the date seven days after that on which notice is duly given to the Certificateholders in accordance with Condition 18 that, upon further presentation of the Registered Certificate representing such Certificate being made in accordance with these Conditions, such payment will be made, *provided that* payment in full is in fact made upon such presentation; and

Relevant Jurisdiction means the Cayman Islands or Saudi Arabia or in each case any political subdivision or any authority or agency thereof or therein having power to tax.

References in these Conditions to **Periodic Distribution Amounts** and the **Dissolution Distribution Amount** shall be deemed to include any Additional Amounts that may be payable under this Condition 13 or any similar undertaking given in addition to or in substitution for it under the Trust Deed.

The Master Mudaraba Agreement provides that payments thereunder by the Obligor to the Trustee shall be made free and clear of, and without withholding, retention or deduction for, or on account of, any present or future Taxes, unless such withholding, retention or deduction is required by law. In such event, and/or if Additional Amounts are payable by the Trustee in respect of the Certificates of any Series in accordance with this Condition 13, the Master Mudaraba Agreement provides for the payment by the Obligor of such Taxes and/or Additional Amounts by payment to the Transaction Account of the relevant Series in the Specified Currency by wire transfer for same day value so that the net amounts received by the Certificateholders shall equal the respective amounts that would have been received in the absence of such withholding, retention or deduction and in the absence of the withholding, retention or deduction to which this Condition 13 applies.

Further, in accordance with the terms of the Trust Deed, the Obligor has unconditionally and irrevocably undertaken to (irrespective of the payment of any fee), as a continuing obligation, in the event that the Trustee fails to comply with any obligation to pay Additional Amounts pursuant to this Condition 13, pay to or to the order of the Delegate (for the benefit of the Certificateholders) such net amounts as are necessary so that the amount receivable by the Delegate (after any such withholding, retention or deduction) equals any and all Additional Amounts, required to be paid by it in respect of the Certificates pursuant to this Condition 13.

14 Prescription

Claims against the Trustee for payment in respect of the Certificates shall be prescribed and become void unless made within 10 years (in the case of the Dissolution Distribution Amount), or five years (in the case of Periodic Distribution Amounts) from the appropriate Relevant Date in respect of them.

15 Meetings of Certificateholders, Modifications, Waivers, Authorisations and Determinations

(a) Meetings of Certificateholders

The Trust Deed contains provisions for convening meetings (including by way of telephony or electronic platform or facility) of Certificateholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification or abrogation of any of these Conditions or any provisions of the Trust Deed or any other Transaction Document. Such a meeting may be convened by the Trustee, the Obligor or the Delegate at any time, or shall be convened by the Trustee upon a direction by Certificateholders holding not less than 10 per cent. in aggregate face amount of the Certificates for the time being outstanding. The quorum for any meeting convened to consider an Extraordinary Resolution shall be one or more persons holding or representing in the aggregate more than 50 per cent. in face amount of the Certificates for the time being outstanding, or at any adjourned meeting one or more persons being or representing Certificateholders whatever the face amount of the Certificates held or represented, unless the business of such meeting includes consideration of proposals which would have the effect of *inter alia*: (i) modifying any date for payment in respect of the Certificates (including any Call Date), (ii) amending Condition 4, (iii) reducing or cancelling or varying the method for calculating the face amount of, or any amount or premium payable or due in respect of, the Certificates, (iv) reducing the rate or rates of profit in respect of the Certificates or varying the method or basis of calculating the rate or rates or amount of profit or the basis for calculating any profit amount in respect of the Certificates, (v) varying the currency of payment or denomination of the Certificates, (vi) modifying the provisions concerning the quorum required at any meeting of Certificateholders or the majority required to pass an Extraordinary Resolution, (vii) modifying or cancelling the payment obligations of the Obligor (in any capacity) and/or the Trustee under the Transaction Documents and/or the Certificates (as the case may be), (viii) amending any of the Obligor's or the Trustee's covenants included in the Transaction Documents, (ix) amending the priority of payments as described in Condition 5(b), or (x) amending the above list, in which case the necessary quorum shall be one or more persons holding or representing in the aggregate not less than 75 per cent., or at any adjourned meeting not less than 25 per cent., in aggregate face amount of the Certificates for the time being outstanding. Any Extraordinary Resolution duly passed shall be binding on all Certificateholders (whether or not they were present and whether or not they voted at the meeting at which such resolution was passed). To be passed, an Extraordinary Resolution requires a majority in favour consisting of not less than 75 per cent. of the votes cast on a show of hands, or, if a poll is duly demanded, not less than 75 per cent. on such poll.

The Trust Deed provides that a resolution in writing signed by or on behalf of the holders of not less than 75 per cent. in aggregate face amount of the Certificates for the time being outstanding shall for all purposes be as valid and effective as an Extraordinary Resolution passed at a meeting of Certificateholders duly convened and held. Such a resolution in writing may be contained in one document or several documents in like form, each signed by or on behalf of one or more Certificateholders. Such a resolution in writing will be binding on all Certificateholders whether or not they participated in such resolution.

This Condition 15 is without prejudice to Condition 9.1(c) and Condition 9.1(d).

For so long as the Certificates are represented by a Global Certificate, an Extraordinary Resolution may also be passed by Certificateholders giving electronic consent, provided that consent to such resolution is given through the relevant clearing system(s) (in a form satisfactory to the Delegate) by or on behalf of the holders of not less than 75 per cent. in face amount of the Certificates. See "Summary of Provisions Relating to the Certificates While in Global Form".

(b) Waivers, authorisations, determinations and modifications of the Trust Deed or any other Transaction Document

- (i) The Delegate may agree, without the consent or sanction of Certificateholders, to any modification of the Trust Deed (including these Conditions) or any of the other Transaction Documents if, in the opinion of the Delegate, such modification is:
 - (A) of a formal, minor or technical nature; or
 - (B) made to correct a manifest error; or
 - (C) not materially prejudicial to the interests of the outstanding Certificateholders, is other than in respect of a matter which requires a special quorum resolution (as defined in schedule 3 to the Master Trust Deed) and is not in contravention of any express direction by Extraordinary Resolution or request in writing by the holders of at least one-fifth of the aggregate face amount of the Certificates of such Series then outstanding.

Any such modification may be made on such terms and subject to such conditions (if any) as the Delegate may determine, shall be binding upon the Certificateholders and, unless the Delegate otherwise decides, shall be notified by the Trustee to Certificateholders in accordance with Condition 18 as soon as practicable thereafter.

- (ii) The Delegate may, without the consent or sanction of the Certificateholders and without prejudice to its rights in respect of any subsequent breach, from time to time and at any time if, in the opinion of the Delegate, such consent, waiver, authorisation or determination is not materially prejudicial to the interests of the outstanding Certificateholders: (i) give its consent under the Trust Deed or any other Transaction Document and agree to any waiver or authorisation of any breach or proposed breach of any provision of the Trust Deed or any other Transaction Document; or (ii) determine that any Dissolution Event or Potential Dissolution Event shall not be treated as such, *provided that* such consent, waiver, authorisation or determination is not in contravention of an express direction given by an Extraordinary Resolution or request in writing

by the holders of at least one-fifth of the aggregate face amount of the Certificates of that Series then outstanding. No such direction or request will affect a previous consent, waiver, authorisation or determination. Any such consent, waiver, authorisation or determination shall be binding on the Certificateholders and shall be notified by the Trustee to the Certificateholders in accordance with Condition 18 as soon as practicable thereafter.

(c) Entitlement of the Delegate

In connection with the exercise by it of any of its powers, authorities and discretions (including, without limitation, those referred to in this Condition 15), the Delegate shall have regard to the general interests of the Certificateholders as a class and shall not have regard to any interest arising from circumstances particular to individual Certificateholders (whatever their number) and, in particular, but without limitation, shall not have regard to the consequences of any such exercise for individual Certificateholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof or taxing jurisdiction and the Delegate shall not be entitled to require, nor shall any Certificateholder be entitled to claim from the Trustee, the Delegate, the Obligor or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Certificateholders except in the case of the Trustee and the Obligor, to the extent already provided for in Condition 13.

16 Delegate

(a) Delegation of Powers

The Trustee will in the Trust Deed irrevocably and unconditionally appoint the Delegate to be its delegate and attorney and in its name, on its behalf as its act and deed, to execute, deliver and perfect all documents, and to exercise all the present and future powers (including the power to sub-delegate), rights, authorities (including, but not limited to, the authority to request directions from any Certificateholders and the power to make any determinations to be made under the Transaction Documents) and discretions vested in the Trustee by the Trust Deed, that the Delegate may consider to be necessary or desirable in order to, upon the occurrence of a Dissolution Event or Potential Dissolution Event, and subject to its being indemnified and/or secured and/or pre-funded to its satisfaction, exercise all of the powers, rights, authorities and discretions of the Trustee under the Transaction Documents and make such distributions from the relevant Trust Assets as the Trustee is bound to make in accordance with the Trust Deed (together, the **Delegation of the Relevant Powers**), *provided that:* (i) no obligations, duties, liabilities or covenants of the Trustee pursuant to the Trust Deed or any other Transaction Document shall be imposed on the Delegate by virtue of the Delegation; (ii) in no circumstances will such Delegation of the Relevant Powers result in the Delegate holding on trust or managing the relevant Trust Assets; and (iii) such Delegation of the Relevant Powers shall not include any duty, power, trust, right, authority or discretion to dissolve any of the trusts constituted by the Trust Deed following the occurrence of a Dissolution Event or Potential Dissolution Event or to determine the remuneration of the Delegate. The Trustee shall ratify and confirm all things done and all documents executed by the Delegate in the exercise of all or any of the Relevant Powers.

In addition to the Delegation of the Relevant Powers under the Trust Deed, the Delegate also has certain powers, rights, authorities and discretions which are vested solely in it from the date of the Trust Deed.

The appointment of a delegate by the Trustee is intended to be in the interests of the Certificateholders and does not affect the Trustee's continuing role and obligations as sole trustee.

(b) Indemnification

The Trust Deed contains provisions for the indemnification of each of the Delegate and the Trustee in certain circumstances and for its relief from responsibility, including provisions relieving the Delegate from taking any action, step or proceeding unless indemnified and/or secured and/or pre-funded to its satisfaction.

(c) No Liability

The Delegate makes no representation and assumes no responsibility for the validity, sufficiency or enforceability of the obligations of the Obligor or the Trustee under the Transaction Documents to which each of the Obligor and the Trustee is a party and shall not under any circumstances have any liability or be obliged to account to Certificateholders in respect of any payments which should have been made by the Obligor or the Trustee but are not so made and shall not in any circumstances have any liability arising from the relevant Trust Assets other than as expressly provided in these Conditions or in the Trust Deed.

(d) Reliance on Certificates, Reports and/or Information

The Delegate and the Trustee may consult with and/or rely and act on the opinion or advice of or a certificate, report or any information (whether or not addressed to the Delegate or the Trustee) obtained from any professional adviser, lawyer, valuer, banker, broker, accountant (including auditors), surveyor, auctioneer, tax adviser, rating agency, insolvency official or other expert appointed by the Trustee, the Obligor, the Delegate or an Agent or otherwise and shall not be responsible for any Liability occasioned by so acting or relying (or refraining from so acting or relying) notwithstanding that such advice, opinion or information may contain a cap or other limitation (monetary or otherwise) on the liability of any party and notwithstanding that the scope and/or basis of such advice, opinion, certificate or report may be limited by an engagement or similar letter or by the terms of the certificate or report itself and the Delegate or the Trustee shall not in any case be required to call for further evidence or be responsible for any Liability or inconvenience that may be occasioned by its failure to do so.

(e) Proper Performance of Duties

Nothing shall, in any case in which the Trustee or the Delegate has failed to show the degree of care and diligence required of it as trustee, in the case of the Trustee (having regard to the provisions of the Trust Deed conferring on it any trusts, powers, authorities or discretions) or as delegate, in the case of the Delegate (having regard to the powers, rights, authorities and discretions conferred on it by the Trust Deed), respectively exempt the Trustee or the Delegate from or indemnify either of them against any liability which by virtue of any rule of law would otherwise attach to either of them in respect of any gross negligence, wilful default or fraud of which either of them may be guilty in relation to their own duties under the Trust Deed. The Delegate

shall incur no liability in respect of the Transaction Documents save in the case of the Delegate's gross negligence, wilful default or fraud.

(f) Notice of Events

Neither the Delegate nor the Trustee shall be bound to take any steps to ascertain whether any Dissolution Event or Potential Dissolution Event has happened and, until it shall have received express written notice to the contrary, it will be entitled to assume that no such event has happened (without any liability to Certificateholders or any other person for so doing).

(g) Delegate Contracting with the Trustee and the Obligor

The Trust Deed contains provisions pursuant to which the directors or officers of a corporation acting as the Delegate may acquire, hold or dispose of any Certificates or other security (or any interest therein) of the Trustee or any other person, may enter into or be interested in any contract or transaction with any such person and may act on, or as depositary or agent for, any committee or body of holders of any securities of any such person, in each such case with the same rights as they would have had if the Delegate were not acting as Delegate and need not account for any profit made thereby or in connection therewith.

17 Replacement of Registered Certificates

If a Registered Certificate is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and stock exchange or other relevant regulatory authority regulations, at the specified office of the Registrar or such other Paying Agent or Transfer Agent, as the case may be, as may from time to time be designated by the Trustee for the purpose and notice of whose designation is given to Certificateholders, in each case on payment by the claimant of the costs and expenses as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Trustee may reasonably require (*provided that* such requirement is reasonable in light of prevailing market practice). Mutilated or defaced Registered Certificates must be surrendered before replacements will be issued.

18 Notices

Notices required to be given to the holders of Certificates shall be mailed to them by registered mail (airmail if overseas) at their respective addresses in the Register.

The Trustee shall also ensure that notices required to be given to the holders of the Certificates are duly given in a manner which complies with the rules and regulations of any listing authority, stock exchange and/or quotation system on which any Certificates are for the time being listed and/or admitted to trading including publication on the website of the relevant authority, relevant stock exchange and/or relevant quotation system if required by those rules or regulations. If in the opinion of the Delegate any such publication is not practicable, notice required to be given pursuant to these Conditions shall be validly given if published in another leading daily English language newspaper with general circulation in Europe. Any notices shall be deemed to have been given on the fourth weekday (being a day other than a Saturday or a Sunday) after the date of mailing (or on the date of publication, or, if so published more than once or on different dates, on the date of the first publication).

So long as the Certificates are represented by a Global Certificate and such Global Certificate is held on behalf of Euroclear, Clearstream, Luxembourg, or any other clearing system, notices to the holders of the Certificates of that Series may be given by delivery of the relevant notice

to that clearing system for communication by it to entitled accountholders in substitution for mailing as required by this Condition 18. Any such notice shall be deemed to have been given to the holders of the Certificates on the day on which the said notice was given to Euroclear and/or Clearstream, Luxembourg and/or such other relevant clearing system.

19 Further Issues

In respect of any Series, the Trustee may from time to time without the consent of the Certificateholders, but subject to the Bank obtaining the prior approval of the Financial Regulator if so required, create and issue further Certificates having the same terms and conditions as the outstanding Certificates of such Series or terms and conditions which are the same in all respects save for the date and amount of the first payment of the Periodic Distribution Amount and the date from which Periodic Distribution Amounts start to accrue and so that such further issue shall be consolidated and form a single Series with the outstanding Certificates of such Series. Any further Certificates which are to form a single Series with the outstanding Certificates previously constituted by the relevant Trust Deed shall be constituted by a deed supplemental to the Trust Deed. References in these Conditions to the Certificates include (unless the context requires otherwise) any other certificates issued pursuant to this Condition and forming a single Series with the Certificates.

20 Contracts (Rights of Third Parties) Act 1999

No person shall have any right to enforce any term or condition of the Certificates under the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of any person which exists or is available apart from that Act.

21 Governing Law and Dispute Resolution

(a) Governing Law

The Trust Deed (including these Conditions), the Agency Agreement and the Certificates and any non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with, English law.

(b) Arbitration

The Delegate, the Trustee and the Obligor have in the Trust Deed agreed that (subject as provided therein) any dispute, claim, difference or controversy arising out of, relating to or having any connection with the Trust Deed (which includes the Certificates, these Conditions and this Condition 21(b)) (including any dispute claim, difference or controversy as to the existence, validity, interpretation, performance, breach or termination of the Trust Deed or the consequences of its nullity and any dispute relating to any non-contractual obligations arising out of or in connection with it (a **Dispute**)) shall be referred to and finally resolved by arbitration, with a seat (or legal place) of arbitration in London, England conducted in the English language by three arbitrators pursuant to the arbitration rules of the LCIA (the **Rules**) (such arbitration to also be administered by the LCIA in accordance with those Rules). The claimant (or claimants jointly) shall nominate one arbitrator for appointment by the LCIA Court. The respondent (or respondents jointly) shall nominate one arbitrator for appointment by the LCIA Court. The third arbitrator, who shall act as presiding arbitrator of the tribunal, shall be nominated by the two arbitrators nominated by the parties. If not so nominated within 30 days of the date of nomination of the later of the two party-nominated arbitrators to be nominated, the third arbitrator shall be chosen by the LCIA Court. Sections 45 and 69 of the Arbitration Act 1996 shall not apply.

(c) Consolidation

The Delegate, the Trustee and the Obligor have in the Trust Deed:

- (i) agreed that the arbitration agreement set out in this Condition 21 and the arbitration agreement contained in each Relevant Agreement shall together be deemed to be a single arbitration agreement;
- (ii) agreed to the consolidation of any two or more arbitrations commenced pursuant to this Condition 21 and/or the arbitration agreement contained in any Relevant Agreement, subject to and in accordance with the Rules. Notwithstanding anything to the contrary in the Rules, the Delegate, the Trustee and the Obligor have agreed that no arbitrations other than those referred to in this Condition 21(c)(ii) may be consolidated. For the avoidance of doubt, this Condition 21(c)(ii) is an agreement in writing by all parties for the purposes of Article 22.7(i) and Article 22.8(i) of the Rules. The parties to the Trust Deed have further agreed that:
 - (A) if a tribunal has been constituted in more than one of the arbitrations in respect of which consolidation is sought pursuant to this Condition 21(c)(ii), the tribunal which shall have the power to order consolidation shall be the tribunal appointed first in time; and
 - (B) the requirement in the Rules that a tribunal considering whether to consolidate disputes should give the parties a reasonable opportunity to state their views shall extend to all parties to each of the arbitrations in respect of which consolidation is sought; and
- (iii) to the extent permitted by law, waived any objection, relating to the fact that a Dispute has been resolved in a manner contemplated by this Condition 21(c), to the validity and/or enforcement of any arbitral award.

In this Condition 21(c), **Relevant Agreement** means each Transaction Document other than the Trust Deed.

(d) Waiver of Immunity

Under each of the Transaction Documents, the Obligor has explicitly acknowledged that its execution of such documents constitutes, and its exercise of its rights and performance of its obligations thereunder will constitute, private and commercial acts done and performed for private and commercial purposes (rather than an act in its or any other sovereign capacity) and has irrevocably and unconditionally waived with respect to any proceedings arising under these Conditions or any of such documents any sovereign or other immunity that it or its property, assets or revenues may have including (without limitation) from jurisdiction, suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process or defence and has irrevocably and unconditionally consented to the giving of any relief or the issue of any process, including without limitation, the making, enforcement or execution against any of its property, assets or revenues whatsoever (irrespective of its use or intended use) of any order or judgment made or given in connection with any proceedings or Disputes.

(e) Waiver of Interest

- (i) Each of the Trustee, the Delegate and the Obligor has irrevocably agreed in the Trust Deed that no interest will be payable or receivable under or in connection with the Trust Deed and if it is determined that any interest is payable or receivable in connection with the Trust Deed by any of the Trustee, the Delegate or the Obligor, whether as a result of any arbitral or judicial award or by operation of any applicable law or otherwise, each such party has agreed to waive any rights it may have to claim or receive such interest and has agreed that if any such interest is actually received by it, it shall hold such amount in a suspense account and promptly donate the same to a registered or otherwise officially recognised charitable organisation.
- (ii) For the avoidance of doubt, nothing in this Condition 21(e) shall be construed as a waiver of rights in respect Mudaraba Profit, Final Mudaraba Profit, Rab-al-Maal Mudaraba Profit, Rab-al-Maal Final Mudaraba Profit, Periodic Distribution Amounts, Indemnity Payment, Outstanding Payments or profit or principal of any kind howsoever described payable by the Bank or the Trustee pursuant to the Transaction Documents and/or these Conditions, howsoever such amounts may be described or re-characterised by any court or arbitral tribunal.

(f) Service of Process

Each of the Trustee and the Obligor has in the Trust Deed irrevocably appointed Maples and Calder at its registered office at 11th Floor, 200 Aldersgate Street, London, EC1A 4HD, United Kingdom to receive for it and on its behalf, service of process in any proceedings in England.

SUMMARY OF PROVISIONS RELATING TO THE CERTIFICATES WHILE IN GLOBAL FORM

1 Initial Issue of Certificates

Each Tranche of Certificates will initially be represented by a Global Certificate in registered form. Global Certificates will be delivered on or prior to the issue date of the Tranche to a common depositary for Euroclear and Clearstream, Luxembourg (the **Common Depositary**).

Upon registration of the Certificates in the name of any nominee for, and deposit of the Global Certificate with, a Common Depositary, Euroclear or Clearstream, Luxembourg will credit each subscriber with a face amount of Certificates equal to the face amount thereof for which it has subscribed and paid.

Certificates that are initially deposited with the Common Depositary may also be credited to the accounts of subscribers with other clearing systems through direct or indirect accounts with Euroclear and Clearstream, Luxembourg held by such other clearing systems. Conversely, Certificates that are initially deposited with any other clearing system may similarly be credited to the accounts of subscribers with Euroclear, Clearstream, Luxembourg or other clearing systems.

2 Relationship of Accountholders with Clearing Systems

For so long as any of the Certificates is represented by a Global Certificate held on behalf of Euroclear and/or Clearstream, Luxembourg, each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg as the holder of a particular face amount of such Certificates (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the face amount of such Certificates standing to the account of any person shall be conclusive and binding for all purposes) shall be treated by the Trustee, the Delegate and their respective agents as the holder of such face amount of such Certificates for all purposes other than with respect to any payment on such face amount of such Certificates, for which purpose the registered holder of the relevant Global Certificate shall be treated by the Trustee, the Delegate and their respective agents as the holder of such face amount of such Certificates in accordance with and subject to the terms of the relevant Global Certificate and the expressions **Certificateholder** and **holder** and related expressions shall be construed accordingly.

Each of the persons shown in the records of Euroclear, Clearstream, Luxembourg or any other clearing system (an **Alternative Clearing System**) as the holder of a Certificate represented by a Global Certificate must look solely to Euroclear, Clearstream, Luxembourg or any such Alternative Clearing System (as the case may be) for his share of each payment made by the Trustee to the registered holder of the underlying Certificates, and in relation to all other rights arising under the Global Certificates, subject to and in accordance with the respective rules and procedures of Euroclear, Clearstream, Luxembourg, or such Alternative Clearing System (as the case may be). Such persons shall have no claim directly against the Trustee in respect of payments due on the Certificates for so long as the Certificates are represented by such Global Certificate and such obligations of the Trustee will be discharged by payment to the registered holder of the underlying Certificates, as the case may be, in respect of each amount so paid.

3 Exchange for Definitives

Interests in a Global Certificate will be exchangeable in whole but not in part (free of charge) for definitive Certificates of a particular Series only upon the occurrence of an Exchange Event. The Trustee will promptly give notice to the Certificateholders in accordance with Condition 18

upon the occurrence of an Exchange Event. For these purposes, an **Exchange Event** will occur (i) if the Delegate has given notice in accordance with Condition 18 that a Dissolution Event has occurred and is continuing or (ii) if the Trustee has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and, in any such case, no successor or alternative clearing system satisfactory to the Trustee is available or (iii) with the consent of the Trustee. In the event of an occurrence of an Exchange Event, any of the Trustee or Euroclear and/or Clearstream, Luxembourg, as the case may be, acting on the instructions of any holder of an interest in such Global Certificate may give notice to the Registrar requesting exchange. Any exchange shall occur no later than 15 days after the date of receipt of the first relevant notice by the Registrar.

4 Amendment to Conditions

The Global Certificates contain provisions that apply to the Certificates that they represent, some of which modify the effect of the terms and conditions of the Certificates set out in this Base Offering Circular. The following is a summary of certain of those provisions:

4.1 Payments

All payments in respect of Certificates represented by a Global Certificate will be made (against surrender of that Global Certificate if no further payment falls to be made in respect of the Certificates) to, or to the order of, the person whose name is entered on the Register at the close of business on the record date, being the Clearing System Business Day immediately prior to the date for payment, where **Clearing System Business Day** means Monday to Friday inclusive, except 25 December and 1 January.

A record of each payment made will be noted on the relevant Register which shall be *prima facie* evidence that such payment has been made in respect of the Certificates.

4.2 Meetings

All holders of Certificates are entitled to one vote in respect of each integral currency unit of the Specified Currency of the Certificates comprising such Certificateholder's holding.

4.3 Delegate's Powers

In considering the interests of Certificateholders while the Global Certificate is held on behalf of, or registered in the name of any nominee for, a clearing system, the Delegate may have regard to any information provided to it by such clearing system or its operator as to the identity (either individually or by category) of its accountholders with entitlements to the Global Certificate and may consider such interests, and treat such accountholders, as if such accountholders were the holders of the Certificates represented by the Global Certificate.

4.4 Cancellation

Cancellation of any Certificate represented by a Global Certificate that is surrendered for cancellation (other than upon its redemption in full) will be effected by reduction in the aggregate face amount of the relevant Series of Certificates in the Register.

4.5 Notices

Notices required to be given in respect of the Certificates represented by a Global Certificate may be given by their being delivered (so long as this Global Certificate is held on behalf of Euroclear and Clearstream, Luxembourg or any other clearing system) to Euroclear, Clearstream, Luxembourg or such other clearing system, as the case may be, rather than by mailing as required by the Conditions, *provided that* such notices must also be given or published in a manner which complies with the rules and regulations of any listing authority, stock exchange, quotation system or other relevant authority on which the Certificates are for the time being listed or admitted to trading or quotation. Any such notice shall be deemed to have been given to the holders of the Certificates on the day on which the said notice was given to Euroclear and/or Clearstream, Luxembourg and/or such other relevant clearing system.

5 Electronic Consent

While any Global Certificate is held on behalf of, and registered in the name of any nominee for a Common Depositary for, a clearing system, approval of a resolution proposed by the Trustee, the Obligor or the Delegate (as the case may be) given by way of electronic consents communicated through the electronic communications systems of the relevant clearing system(s) in accordance with their operating rules and procedures by or on behalf of the holders of not less than 75 per cent. in aggregate face amount of the Certificates for the time being outstanding (an **Electronic Consent**) shall, for all purposes (including matters that would otherwise require a special quorum resolution (as defined in paragraph 7 of schedule 3 (*Provisions for Meetings of Certificateholders*) to the Master Trust Deed)), take effect as an Extraordinary Resolution passed at a meeting of Certificateholders duly convened and held, and shall be binding on all Certificateholders whether or not they participated in such Electronic Consent.

6 Further Issues

Pursuant to the Agency Agreement, the Principal Paying Agent shall arrange that, where a further Tranche is issued which is intended to form a single Series with an existing Tranche at a point after the Issue Date of the further Tranche, the Certificates of such further Tranche shall be assigned a common code and ISIN which are different from the common code and ISIN assigned to Certificates of any other Tranche of the same Series until such time as the Tranches are consolidated and form a single Series.

FORM OF PRICING SUPPLEMENT

The form of Pricing Supplement that will be issued in respect of each Tranche, subject only to the deletion of non-applicable provisions, is set out below:

Pricing Supplement

NO PROSPECTUS IS REQUIRED IN ACCORDANCE WITH REGULATION (EU) 2017/1129 (THE PROSPECTUS REGULATION) FOR THE ISSUE OF THE CERTIFICATES DESCRIBED BELOW AND THE FINANCIAL CONDUCT AUTHORITY HAS NEITHER APPROVED NOR REVIEWED INFORMATION CONTAINED HEREIN.

[MiFID II product governance/Professional investors and ECPs only target market – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Certificates has led to the conclusion that: (i) the target market for the Certificates is eligible counterparties and professional clients only, each as defined in [Directive 2014/65/EU (as amended, **MiFID II**); and (ii) all channels for distribution of the Certificates to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Certificates (a **distributor**) should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Certificates (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

[UK MiFIR product governance/Professional investors and ECPs only target market – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Certificates has led to the conclusion that: (i) the target market for the Certificates is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook, and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (**UK MiFIR**); and (ii) all channels for distribution of the Certificates to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Certificates (a **distributor**) should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook is responsible for undertaking its own target market assessment in respect of the Certificates (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

[Notification under Section 309B(1)(c) of the Securities and Futures Act 2001 of Singapore (the SFA)

In connection with Section 309B of the SFA and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the **CMP Regulations 2018**), the Trustee has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Certificates are capital markets products other than prescribed capital markets products (as defined in the CMP Regulations 2018) and are Specified Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendation on Investment Products.)¹

Any person making or intending to make an offer of the Certificates may only do so in circumstances in which no obligation arises for the Trustee, the Bank or any Dealer to publish a prospectus pursuant

¹ Notice to be included if classification of the Certificates is not "prescribed capital markets products" and not "Excluded Investment Products".

to Article 3 of the Prospectus Regulation or to supplement a prospectus pursuant to Article 23 of the Prospectus Regulation, in each case, in relation to such offer.

[Date]

Al Rajhi Tier 1 Sukuk Limited

Legal Entity Identifier (LEI): 254900KZX3511IC7J772

Issue of [Aggregate Face Amount of Tranche] [Title of Certificates] [to be consolidated and form a single series with the existing] [Aggregate Face Amount of Tranche] [Title of Certificates] issued on [●] (the Original Certificates)]² under the U.S.\$5,000,000,000 Additional Tier 1 Certificates Issuance Programme

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Certificates set forth in the Base Offering Circular dated 18 April 2024 [and the supplement[s] to it dated [●] [and [●]] (the **Base Offering Circular**). This document constitutes the Pricing Supplement of the Certificates described herein and must be read in conjunction with the Base Offering Circular in order to obtain all the relevant information. The Base Offering Circular is available for viewing at the registered office of the Trustee at c/o MaplesFS Limited, P.O. Box 1093, Queensgate House, Grand Cayman, KY1-1102, Cayman Islands and copies may be obtained from the specified office of the Principal Paying Agent, in each case during usual business hours.

The following alternative language applies if the first tranche of an issue which is being increased was issued under a base offering circular with an earlier date.

*Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Certificates (the **Conditions**) set forth in the Base Offering Circular dated [original date] [and the supplement[s] to it dated [●] [and [●]] which are incorporated by reference in the Base Offering Circular dated [●] (the **Base Offering Circular**). This document constitutes the Pricing Supplement of the Certificates described herein and must be read in conjunction with the Base Offering Circular dated [current date] [and the supplement(s) to it dated [●]], in order to obtain all the relevant information, save in respect of the Conditions which are extracted from the Base Offering Circular dated [original date] [and the supplement(s) to it dated [●]]. The Base Offering Circular is available for viewing at the registered office of the Trustee at c/o MaplesFS Limited, P.O. Box 1093, Queensgate House, Grand Cayman, KY1-1102, Cayman Islands and copies may be obtained from the specified office of the Principal Paying Agent, in each case during usual business hours.*

1. (a) Trustee: Al Rajhi Tier 1 Sukuk Limited
- (b) Obligor: Al Rajhi Banking and Investment Corporation
2. Series Number: [●]
- (a) Tranche Number: [●]
- (b) Date on which the Certificates will be consolidated and form a single Series: [The Certificates will be consolidated and form a single Series with [identify earlier Tranche(s)] on [insert date/the Issue Date]] [Not Applicable]

² Include only for an issue of further Certificates in accordance with Condition 19.

3. Specified Currency: [●]
4. Aggregate Face Amount: [●]
 - (i) Series: [●]
 - (ii) Tranche: [●]
5. Issue Price: [●] per cent. of the aggregate face amount [plus *[Specified Currency]* [●] in respect of [●] days of Periodic Distribution Amounts from (and including) *[the issue date of the Original Certificates]* to (but excluding) the Issue Date]³
6. (a) Specified Denominations: [●]
(b) Calculation Amount: [●]
7. Issue Date: [●]
8. Date of Trustee's board approval and date of Obligor's board approval for issuance of Certificates: [●] and [●], respectively
9. Financial Centre(s) relating to payment (Condition 11(d)): [Not Applicable]/[●]

Provisions relating to Periodic Distributions

10. Initial Periodic Distribution Rate: [●] per cent. per annum payable [annually/semi-annually/quarterly/monthly/[●]]
11. Initial Periodic Distribution Amount: [●] per Calculation Amount
12. Margin: [+/-] [●] per cent. per annum
13. Periodic Distribution Date(s): [●] in each year, commencing on [●]
14. Day Count Fraction: [30/360] [Actual/Actual-ICMA]
15. Determination Date(s): [[] in each year][Not Applicable]
16. First Reset Date: [●]
17. Reset Date(s): [First Reset Date and every [●] anniversary thereafter]
18. Relevant Reset Rate: [As per Condition 1]/[[●]]
19. Reset Determination Date: [As per Condition 1]/[[●]]

³ Include only for an issue of further Certificates in accordance with Condition 19.

20. Mid-Swap Maturity: [●] years
21. First Fallback Reset Rate: [●]
22. Calculation Agent: [Principal Paying Agent] [*specify other*]
23. Additional Business Centre(s) [●]/[Not Applicable]

Provisions Relating to Redemption

24. Par Call Period: [Applicable/Not Applicable]
25. First Call Date: [●]

Provisions Relating to Trust Assets

26. (a) Details of Transaction Account: Al Rajhi Tier 1 Sukuk Limited Transaction Account No: [●] for Series No.: [●]
- (b) Supplemental Trust Deed: Supplemental Trust Deed dated [●] between the Trustee, the Obligor and the Delegate
- (c) Supplemental Mudaraba Agreement: Supplemental Mudaraba Agreement dated [●] between the Trustee and the Obligor
- (d) Declaration of Commingling of Assets:⁴ of [Declaration of Commingling of Assets dated [●] executed by the Trustee] / [Not Applicable]

⁴ Include only for an issue of further Certificates in accordance with Condition 19.

Signed on behalf of
Al Rajhi Tier 1 Sukuk Limited

By: _____
Duly authorised

Signed on behalf of
Al Rajhi Banking and Investment Corporation

By: _____
Duly authorised

Al Rajhi Banking and Investment Corporation

By: _____
Duly authorised

PART B – OTHER INFORMATION

1. Admission to Trading

- (a) Admission to trading: [Application [has been] [is expected to be] made by the Trustee (or on its behalf) for the Certificates to be admitted to trading on [the London Stock Exchange's International Securities Market] / [●] with effect from [●]] / [Not applicable]
- (b) Estimate of total expenses related to admission to trading: [●]

2. Ratings

Ratings: [The Certificates to be issued [are not rated] [have been/are expected to be] rated:

[Fitch: [●]]

[Moody's: [●]]

[S&P: [●]]

[Each of [●] and] [●] is established in the European Economic Area and registered under Regulation (EC) No 1060/2009, as amended (the **EU CRA Regulation**)] [Each of [●] and][*] is not established in the European Economic Area and has not applied for registration under Regulation (EC) No. 1060/2009 (the **EU CRA Regulation**). The ratings [have been][are expected to be] endorsed by [●] in accordance with the EU CRA Regulation. [●] is established in the European Economic Area and registered under the EU CRA Regulation.]

[Each of [●] and][●] is not established in the European Economic Area and has not applied for registration under

Regulation (EC) No. 1060/2009 (the **EU CRA Regulation**), but it is certified in accordance with the EU CRA Regulation.]

[Each of [●] and] [●] is established in the UK and is registered under Regulation (EC) No. 1060/2009 as it forms part of domestic law in the UK by virtue of the EUWA (the **UK CRA Regulation**).] [The ratings [have been][are expected to be] endorsed by [●] in accordance with the EU CRA Regulation. [●] is established in the European Economic Area and is registered under the EU CRA Regulation.]

[Each of [●] and] [●] is not established in the UK and has applied for registration under Regulation (EC) No. 1060/2009 as it forms part of domestic law in the UK by virtue of the EUWA (the **UK CRA Regulation**), although notification of the corresponding registration decision has not yet been provided by the relevant competent authority.]

[Each of [●] and] [●] is not established in the UK and has not applied for registration under Regulation (EC) No. 1060/2009 as it forms part of domestic law in the UK by virtue of the EUWA (the **UK CRA Regulation**) but is certified in accordance with the UK CRA Regulation.

3. **Interests of Natural and Legal Persons involved in the Issue**

[Save for any fees payable to the [Managers/Dealer], so far as each of the Trustee and the Obligor is aware, no person involved in the issue of the Certificates has an interest material to the offer.]

[The [Managers] and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Trustee or the Obligor and their affiliates in the ordinary course of business/[●]].

4. **Sustainable Certificates**

Sustainable Certificates: [Applicable]/[Not Applicable]

[See “*Use of Proceeds*” in the Base Offering Circular]

5. **Operational Information**

(a) ISIN Code: [●]/[Until the Certificates are consolidated, become fungible with and form a single series with the Original Certificates, the Certificates will have the temporary ISIN [●]. After that, the Certificates will have the same ISIN as the Original Certificates, which is [●].

(b) Common Code: [●]/Until the Certificates are consolidated, become fungible with and form a single series with the Original Certificates, the Certificates will have the temporary Common Code [●]. After that, the Certificates will have the same Common Code as the Original Certificates, which is [●].

- (c) FISON: [[See/[[include code]⁵, as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible national numbering agency that assigned the ISIN/Not Applicable/Not Available]
- (d) CFI: [[See/[[include code]⁶, as updated, as set out on] the website of ANNA or alternatively sourced from the responsible national numbering agency that assigned the ISIN/Not Applicable/Not Available]
- (e) Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking, S.A. and the relevant identification number(s): [Not Applicable/give name(s), address(es) and number(s)]
- (f) Names and addresses of additional Paying Agent(s) (if any): [•]
- (g) Delivery: Delivery \against / free of] payment
- (h) Name and address of the Registrar(s): [•]

6. Distribution

- (a) Method of distribution: [Syndicated] / [Non-syndicated]
- (b) If syndicated, names of Managers: [•] / [Not Applicable]
- (c) Stabilisation Manager(s): [•] / [Not Applicable]
- (d) If non-syndicated, name of Dealer: [•] / [Not Applicable]
- (e) U.S. Selling Restrictions: Regulation S, Category 2

7. Third Party Information

[[•] has been extracted from [•]. The Trustee and the Bank confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [•], no facts have been omitted which would render the reproduced information inaccurate or misleading.] / [Not Applicable].

8. Use of Proceeds

[Specify use of proceeds if different to what is contemplated in the "Use of Proceeds" section of the Base Offering Circular.]

⁵ The actual code should only be included where the Trustee is comfortable that it is correct.

⁶ The actual code should only be included where the Trustee is comfortable that it is correct.

USE OF PROCEEDS

The net proceeds from the issue of each Tranche of Certificates will be paid by the Trustee (as Rab-al-Maal) to the Bank (as Mudareb) on the relevant Issue Date, which proceeds will form the Mudaraba Capital of the relevant Series and will be used by the Bank to improve its Tier 1 capital and for general banking purposes, all in accordance with the investment plan set out in the Master Mudaraba Agreement.

In respect of Sustainable Certificates, an amount at least equal to the equivalent amount will be applied by the Bank to finance and/or refinance, in whole or in part, Eligible Sustainable Projects as set out in the Bank's Sustainable Finance Framework dated February 2022, summarised under "*Business Description of the Bank—Sustainable Finance Framework*" and published on its website (the **Sustainable Finance Framework**).

None of the Sustainable Finance Framework or the contents of any of the above websites are incorporated in or form part of this Base Offering Circular.

See further "*Risk Factors—Risks relating to the Certificates—The use of proceeds of any issue of Certificates identified as Sustainable Certificates in the applicable Pricing Supplement may not meet investor expectations or requirements or be suitable for an investor's investment criteria*".

DESCRIPTION OF THE TRUSTEE

The Trustee

The Trustee, an exempted company incorporated in the Cayman Islands with limited liability, was incorporated on 20 March 2024 under the Companies Act (As Revised) of the Cayman Islands with company registration number 408354. The registered office of the Trustee is at the offices of MaplesFS Limited, P.O. Box 1093, Queensgate House, Grand Cayman, KY1-1102 Cayman Islands with telephone number+1 345 945 7099.

Share Capital

The authorised share capital of the Trustee is U.S.\$50,000 divided into 50,000 ordinary shares of U.S.\$1 par value each, 250 of which have been issued. All of the issued shares (the **Shares**) are fully paid and are held by MaplesFS Limited as share trustee (in such capacity, the **Share Trustee**) under the terms of a share declaration of trust (the **Share Declaration of Trust**) under which the Share Trustee holds the Shares in trust until the Termination Date (as defined in the Share Declaration of Trust) and may only dispose or otherwise deal with the Shares in accordance with the Share Declaration of Trust. Prior to the Termination Date, the trust is an accumulation trust, but the Share Trustee has power to benefit Qualified Charities (as defined in the Share Declaration of Trust). It is not anticipated that any distribution will be made whilst any Certificates are outstanding. Following the Termination Date, the Share Trustee will wind up the trust and make a final distribution to charity. The Share Trustee has no beneficial interest in, and derives no benefit (other than its fee for acting as Share Trustee) from, its holding of the Shares.

The Business of the Trustee

The objects for which the Trustee is established are set out in clause 3 of its Memorandum of Association as registered or adopted on 20 March 2024.

The Trustee has no prior operating history or prior business and will not have any substantial assets or liabilities other than in connection with the Certificates.

The Certificates are the obligations of the Trustee alone and not the Share Trustee. Furthermore, they are not the obligations of, or guaranteed in any way by, MaplesFS Limited or any other party.

Financial Statements

Since the date of incorporation, no financial statements of the Trustee have been prepared. The Trustee is not required by Cayman Islands law, and does not intend, to publish audited financial statements or appoint any auditors.

Directors of the Trustee

The directors of the Trustee are as follows:

<u>Name</u>	<u>Principal Occupation</u>
Phillip Hinds	Senior Vice President, MaplesFS Limited
David Foster	Vice President, MaplesFS Limited
John Irwin	Vice President, Middle East at Maples Fund Services (Middle East) Limited

The business address of Phillip Hinds and David Foster is MaplesFS Limited, PO Box 1093, Boundary Hall, Cricket Square, Grand Cayman, KY1-1102, Cayman Islands.

The business address of John Irwin is Maples Fund Services (Middle East) Limited, Level 14, Burj Daman, Dubai International Financial Centre, P.O. Box 506734, Dubai, United Arab Emirates.

The Trustee's Articles of Association provide that the board of directors of the Trustee will consist of at least one director.

Conflicts

There are no potential conflicts of interest between the duties of the directors of the Trustee to the Trustee and their private interests or other duties.

Secretary

The Trustee's secretary is Maples Secretaries (Cayman) Limited of P.O. Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands.

The Trustee Administrator

MaplesFS Limited also acts as the administrator of the Trustee (in such capacity, the **Trustee Administrator**). The office of the Trustee Administrator serves as the general business office of the Trustee. Through the office, and pursuant to the terms of a corporate services agreement entered into between the Trustee and the Trustee Administrator (the **Corporate Services Agreement**), the Trustee Administrator has agreed to perform in the Cayman Islands, the United Arab Emirates and/or such other jurisdiction as may be agreed by the parties from time to time various management functions on behalf of the Trustee and to provide certain clerical, administrative and other services until termination of the Corporate Services Agreement. The Trustee Administrator will also provide registered office services to the Trustee in accordance with its standard terms and conditions for the provision of registered office services (the **Registered Office Terms**). In consideration of the foregoing, the Trustee Administrator will receive various fees payable by the Trustee at rates agreed upon from time to time, plus expenses.

The terms of the Corporate Services Agreement and the Registered Office Terms provide that either the Trustee or the Trustee Administrator may terminate such appointments upon the occurrence of certain stated events, including any breach by the other party of its obligations under such agreements. In addition, the Corporate Services Agreement and the Registered Office Terms provide that either party shall be entitled to terminate such agreements by giving at least three months' notice in writing to the other party.

The Trustee Administrator will be subject to the overview of the Trustee's board of directors.

The Trustee Administrator's principal office is P.O. Box 1093, Boundary Hall, Cricket Square, Grand Cayman, KY1-1102, Cayman Islands.

The directors of the Trustee are all employees or officers of the Trustee Administrator or an affiliate thereof.

SELECTED FINANCIAL INFORMATION

The following information has been extracted from, and should be read in conjunction with, and is qualified in its entirety by reference to, the Financial Statements.

Consolidated statement of financial position

The table below shows the Group's consolidated statement of financial position as at 31 December in each of 2023, 2022 and 2021.

	As at 31 December		
	2023	2022	2021
	(SAR thousand)		
Assets			
Cash and balances with central banks	41,767,641	42,052,496	40,363,449
Due from banks and other financial institutions, net	9,506,673	25,655,929	26,065,392
Investments, net	133,375,565	101,325,425	84,138,142
Positive fair value of Shariah compliant derivatives	877,676	996,143 ⁽¹⁾	352,085 ⁽¹⁾
Financing, net	594,204,806	568,338,114	452,830,657
Investment in associates.....	923,046	820,717	295,253
Investment properties, net.....	1,362,658	1,364,858	1,411,469
Property, equipment and right of use assets, net	12,852,774	11,338,782	10,147,688
Goodwill and other intangibles assets, net	1,510,568	1,214,547	518,111
Other assets, net.....	11,716,865	8,511,877 ⁽²⁾	7,522,382 ⁽²⁾
Total assets	808,098,272	761,618,888⁽³⁾	623,644,628⁽³⁾
Liabilities and equity			
Liabilities			
Due to banks and other financial institutions	97,246,889	70,839,117	17,952,140
Customers' deposits.....	573,100,607	564,924,688	512,072,213
Negative fair value of Shariah compliant derivatives.....	793,541	961,405 ⁽⁴⁾	311,138
Sukuk issued	3,789,117	—	—
Other liabilities	26,408,687	24,668,643 ⁽⁵⁾	26,027,573 ⁽⁵⁾
Total liabilities.....	701,338,841	661,393,853⁽⁶⁾	556,363,064⁽⁶⁾
Equity			
Share capital	40,000,000	40,000,000	25,000,000
Statutory reserve	33,442,996	29,287,706	25,000,000
Other reserves	(96,606)	(427,569)	282,107
Retained earnings.....	16,913,041	9,864,898	16,999,457
Proposed dividends	—	5,000,000	—
Equity attributable to shareholders of the Bank	90,259,431	83,725,035	67,281,564
Tier 1 sukuk	16,500,000	16,500,000	—
Total equity	106,759,431	100,225,035	67,281,564
Total liabilities and equity	808,098,272	761,618,888⁽⁶⁾	623,644,628⁽⁶⁾

Notes:

- (1) In the 2023 Financial Statements, "positive value of Shariah compliant derivatives" as at 31 December 2022 was SAR 707,393 thousand lower than the figure presented for "positive fair value of derivatives" as at the same date in the 2022 Financial Statements. This reflected updated intra-Group eliminations and the presentation for 2021 in this table has been adjusted accordingly. In the 2022 Financial Statements, the Group's positive fair value of derivatives was SAR 1,703,536 thousand (as at 31 December 2022) and SAR 352,085 thousand (as at 31 December 2021).
- (2) In the 2023 Financial Statements, "other assets, net" as at 31 December 2022 was SAR 39,741 thousand lower than the figure presented for the same line item as at the same date in the 2022 Financial Statements. This reflected reclassifications between other assets and other liabilities and the presentation for 2021 in this table has been adjusted

accordingly. In the 2022 Financial Statements, the Group's other assets, net was SAR 8,551,618 thousand (as at 31 December 2022) and SAR 7,522,382 thousand (as at 31 December 2021).

- (3) Reflecting footnotes (1) and (2) above, the figure for total assets as at 31 December 2022 in the 2023 Financial Statements was SAR 747,134 thousand lower than the figure for the same date in the 2022 Financial Statements.
- (4) In the 2023 Financial Statements, "negative value of Shariah compliant derivatives" as at 31 December 2022 was SAR 716,238 thousand lower than the figure presented for "negative fair value of derivatives" as at the same date in the 2022 Financial Statements. This reflected updated intra-Group eliminations and the presentation for 2021 in this table has been adjusted accordingly. In the 2022 Financial Statements, the Group's negative fair value of derivatives was SAR 1,677,643 thousand (as at 31 December 2022) and SAR 311,138 thousand (as at 31 December 2021).
- (5) In the 2023 Financial Statements, "other liabilities" as at 31 December 2022 was SAR 30,896 thousand lower than the figure presented for the same line item as at the same date in the 2022 Financial Statements. This reflected reclassifications between other assets and other liabilities and the presentation for 2021 in this table has been adjusted accordingly. In the 2022 Financial Statements, the Group's other liabilities was SAR 24,699,539 thousand (as at 31 December 2022) and SAR 26,027,573 thousand (as at 31 December 2021).
- (6) Reflecting footnotes (4) and (5) above, the figures for total liabilities and for total liabilities and equity as at 31 December 2022 in the 2023 Financial Statements was SAR 747,134 thousand lower than the figure for the same date in the 2022 Financial Statements.

Consolidated statement of income

The table below shows the Group's consolidated statement of income for each of 2023, 2022 and 2021.

	Year ended 31 December		
	2023	2022	2021
	(SAR thousand)		
Income			
Gross financing and investment income.....	38,737,616	28,201,631	21,441,506
Gross financing and investment return	(17,468,497)	(6,028,944)	(1,049,570)
Net financing and investment income	21,269,119	22,172,687	20,391,936
Fee income from banking services	9,394,600	8,767,272	6,648,336
Fee expenses from banking services.....	(5,168,950)	(4,143,132)	(2,715,229)
Fee from banking services, net	4,225,650	4,624,140	3,933,107
Exchange income, net.....	1,246,450	1,162,162	787,898
Other operating income, net	790,190	616,030	603,457
Total operating income	27,531,409	28,575,019	25,716,398
Expenses			
Salaries and employees'-related benefits.....	(3,525,096)	(3,395,191)	(3,132,346)
Depreciation, amortisation and impairment.....	(1,578,009)	(1,330,119)	(1,141,932)
Other general and administrative expenses.....	(2,394,841)	(2,725,760)	2,652,244
Total operating expenses before credit impairment charge	(7,497,946)	(7,451,070)	(6,926,522)
Impairment charge for financing and other financial assets, net	(1,504,178)	(2,001,259)	(2,345,086)
Total operating expenses.....	(9,002,124)	(9,452,329)	(9,271,608)
Net income for the year before zakat	18,529,285	19,122,690	16,444,790
Zakat expense	(1,908,126)	(1,971,865)	(1,698,579)
Net income for the year	16,621,159	17,150,825	14,746,211

Consolidated statement of comprehensive income

The table below shows the Group's consolidated statement of comprehensive income for each of 2023, 2022 and 2021.

	Year ended 31 December		
	2023	2022	2021
		(SAR thousand)	
Net income for the year	16,621,159	17,150,825	14,746,211
Other comprehensive income			
<i>Items that cannot be reclassified to consolidated statement of income in subsequent periods:</i>			
Net change in fair value (FVOCI equity investment)	(9,369)	(669,175) ⁽¹⁾	399,339
Actuarial gain on re-measurement of employees' end of service benefits liabilities	2,821	231,824	42,055
Share of FVOCI in associate	18,333	1,316	24,044
<i>Items that may be reclassified to the consolidated statement of income in subsequent periods</i>			
Exchange difference on translating foreign operations	(42,712)	(38,229)	(20,653) ⁽¹⁾
Net change in fair value of FVOCI sukuk and structured products investments	307,054	5,449 ⁽²⁾	—
Cash flow hedge effective portion of change in the fair value	57,788	(41,975) ⁽³⁾	0
Total other comprehensive income/(loss) for the year recognised in shareholders' equity	333,915	(510,790)	444,785
Total comprehensive income for the year	16,955,074	16,640,035	15,190,996⁽¹⁾

Notes:

- (1) In the 2023 Financial Statements, "net change in fair value (FVOCI equity investment)" for 2022 was SAR 95,337 thousand higher than the figure presented for the same line item for the same year in the 2022 Financial Statements. This reflected reclassifications between equity, sukuk and structured products held at FVOCI and the separation of a cash flow hedge and the presentation for 2021 in this table has been adjusted accordingly. In the 2022 Financial Statements, the Group's net change in fair value (FVOCI equity investment) was negative SAR 573,838 thousand (for 2022) and SAR 399,339 thousand (for 2021).
- (2) In the 2023 Financial Statements, "net change in the fair value of FVOCI sukuk and structured products investments" for 2022 was SAR 137,312 thousand lower than the figure presented for "net change in fair value (FVOCI sukuk investment)" for the same year in the 2022 Financial Statements. This reflected reclassifications between equity, sukuk and structured products held at FVOCI and the presentation for 2021 in this table has been adjusted accordingly. In the 2022 Financial Statements, the Group's net change in fair value (FVOCI sukuk investment) was negative SAR 131,863 thousand (for 2022) and SAR 5,449 thousand (for 2021).
- (3) In the 2023 Financial Statements, the Group recognised "cash flow hedge effective portion of change in fair value" of SAR minus 41,975 thousand which, in the 2022 Financial Statements, had been included under "Net change in fair value of FVOCI sukuk and structured products investments". The presentation for 2021 has been adjusted accordingly.

Consolidated statement of cash flows

The table below summarises the Group's consolidated statement of cash flows for each of 2023, 2022 and 2021.

	Year ended 31 December		
	2023	2022	2021
		(SAR thousand)	
Net cash generated from operating activities	27,422,731	7,376,794 ⁽¹⁾	25,500,667 ⁽¹⁾
Net cash used in investing activities	(34,299,777)	(21,510,703) ⁽²⁾	(27,792,694) ⁽²⁾

	Year ended 31 December		
	2023	2022	2021
		(SAR thousand)	
Net cash (used in)/ generated from financing activities.....	(6,886,462)	16,036,271	(6,238,546)
Cash and cash equivalents at the beginning of the year.....	26,199,150	24,296,788 ⁽³⁾	32,827,361 ⁽³⁾
Cash and cash equivalents at the end of the year.....	12,435,642	26,199,150 ⁽³⁾	24,296,788 ⁽³⁾

Notes:

- (1) In the 2023 Financial Statements, “net cash generated from operating activities” for 2022 was SAR 1,226,231 thousand lower than the figure presented for the same line item for the same year in the 2022 Financial Statements. This reflected minor adjustments and reclassifications and the presentation for 2021 in this table has been adjusted accordingly. In the 2022 Financial Statements, the Group’s net cash generated from operating activities was SAR 8,603,825 thousand (for 2022) and SAR 23,855,434 thousand (for 2021).
- (2) In the 2023 Financial Statements, “net cash used in investing activities” for 2022 was SAR 175,668 thousand lower than the figure presented for the same line item for the same year in the 2022 Financial Statements. This reflected minor adjustments and reclassifications and the presentation for 2021 in this table has been adjusted accordingly. In the 2022 Financial Statements, the Group’s net cash used in investing activities was SAR 21,686,371 thousand (for 2022) and SAR 23,204,002 thousand (for 2021).
- (3) Reflecting footnotes (1) and (2) above, the figures for cash and cash equivalents have been adjusted. In the 2022 Financial Statements, cash and cash equivalents at the beginning of the year were SAR 22,240,247 thousand (for 2022) and SAR 32,827,361 thousand (for 2021) and cash and cash equivalents at the end of the year were SAR 25,193,172 thousand (for 2022) and SAR 22,240,247 thousand (for 2021).

Selected consolidated ratios

The table below shows selected consolidated ratios for the Group as at and for the years ended 31 December 2023, 31 December 2022 and 31 December 2021.

	As at/year ended 31 December		
	2023	2022	2021
		(per cent.)	
Performance measures			
Return on average assets ⁽¹⁾	2.1	2.5	2.7
Return on average equity ⁽²⁾	19.3	22.7	23.9
Cost to income ratio ⁽³⁾	27.2	26.1	26.9
Cost of funds ⁽⁴⁾	2.67	1.03	0.23
Financial ratios			
Net financing and investment income margin ⁽⁵⁾	3.0	3.6	4.2
Asset quality			
NPFA ratio ⁽⁶⁾	0.71	0.62	0.76
NPFA coverage ratio ⁽⁷⁾	203	238	276
Liquidity coverage ratio ⁽⁸⁾	116.5	125.8	121.0
Financing to deposits ratio ⁽⁹⁾	82.9	85.9	82.3
Cost of risk ⁽¹⁰⁾	0.25	0.39	0.60
Other ratios			
Common equity tier 1 capital adequacy ratio ⁽¹¹⁾	17.2	17.0	16.4
Tier 1 capital adequacy ratio ⁽¹¹⁾	20.4	20.3	16.4
Total capital adequacy ratio ⁽¹¹⁾	21.5	21.4	17.5
Basel leverage ratio ⁽¹¹⁾	12.5	12.7	10.9
Net stable funding ratio ⁽¹¹⁾	109.5	110.0	113.9

Notes:

- (1) Net income for the year divided by average total assets, with average total assets calculated as the sum of average total assets for each month in the year divided by 12.
- (2) Net income for the year divided by average total equity calculated as the sum of average total equity for each month in the year divided by 12.
- (3) Total operating expenses before credit impairment charge divided by total operating income.
- (4) Calculated as the aggregate return paid on customers', banks' and financial institutions' time deposits divided by average balance of due to banks and other financial institutions and customers' deposits. The average balance is calculated as the sum of the opening and closing balances for the year divided by two.
- (5) Net financing and investment income for the year divided by average income earning assets for the year, with average income earning assets calculated as the sum of daily income earning assets divided by the number of days. Income earning assets comprise due from banks and other financial institutions, net, financing, net and investments, net.
- (6) Non-performing financing as a percentage of gross financing, each as set out in note 7(a) and note 7(b) to the 2023 Financial Statements and note 7(a) and note 7(c) to the 2022 Financial Statements.
- (7) ECLs in respect of financing as a percentage of non-performing financing.
- (8) High liquid assets divided by net cash outflow.
- (9) Financing, net divided by total customers' deposits and adjusted in accordance with SAMA guidelines.
- (10) Calculated as Group net provision charges divided by average gross financing. Average gross financing is calculated as the sum of the opening and closing balances for the year divided by two.
- (11) Calculated in accordance with the requirements of Basel III as adopted by SAMA.

OPERATING AND FINANCIAL REVIEW

The following discussion and analysis should be read in conjunction with the information set out in “*Presentation of Financial Information*”, “*Presentation of other Information*”, “*Selected Financial Information*” above and the Financial Statements. This discussion of the Group’s financial position and results of operations is based upon the Financial Statements which have been prepared in accordance with IFRS as endorsed in Saudi Arabia. This discussion contains forward-looking statements that involve risks and uncertainties. The Group’s actual results could differ materially from those anticipated in these forward-looking statements as a result of various factors, including those discussed below and elsewhere in this Offering Circular, particularly under the headings “*Cautionary Statement Regarding Forward-Looking Statements*” and “*Risk Factors*” above.

See “*Presentation of Certain Financial and Other Information*” for a discussion of the source of the numbers presented in this section and certain other relevant information.

Overview

The Bank is the world’s largest Islamic bank in terms of both assets and market capitalisation as at 31 December 2023. The Bank offers only Islamic products and services. As at 31 December 2023, the Bank operated through 509 branches, 4,552 automated telling machines (**ATMs**), 601,153 point of sale (**POS**) terminals and 142 remittance centres. As at the same date, the Bank also had a wholly-owned banking subsidiary in Malaysia (Al Rajhi Corporation Limited – Malaysia (**AR Malaysia**) with 13 branches) and two wholly-owned foreign branches – one in Jordan (with 10 branches) and one in Kuwait (with two branches).

The Group operates through four business segments:

- retail banking;
- corporate banking;
- treasury; and
- investment services and brokerage, which principally comprises the consolidated securities, brokerage and asset management activities of its wholly-owned subsidiary, Al Rajhi Capital (**ARC**).

Management believes that the principal challenges facing the Group are:

- adverse changes in regulation, such as caps on financing rates, regulations on fee-based activities and financing and investment restrictions;
- adverse macroeconomic and geopolitical developments, including adverse movements in interest rates and exchange rates, negative geopolitical developments affecting the MENA region and social and economic instability; and
- the threat of a significant increase in competition due to recent and potential future consolidation among competitor banks, as well as competition from new entrants, particularly financial technology (**fintech**) entities.

In 2023, the Bank announced its new Harmonise the Group strategy for the 2024 to 2026 period. The strategy continues to be customer focussed and aims to build on the achievements and foundations of the Bank’s 2021 to 2023 Bank of the Future strategy.

Principal Factors Affecting Results of Operations

The following is a discussion of the principal factors that have affected, or are expected to affect, the Group's results of operations.

Economic conditions

The Bank is a Saudi Arabian financial institution focused on providing finance to, and accepting deposits from, institutions, companies and residents in Saudi Arabia. As a result, its revenues and results of operations are principally affected by economic and market conditions in Saudi Arabia.

In 2020, driven by the impact of COVID-19, real GDP (which principally eliminates the effect of oil price changes) in Saudi Arabia fell by 4.1 per cent. Reduced economic activity in Saudi Arabia typically negatively impacts the Group's operating income in subsequent years. In particular, the Saudi Arabian economy is materially impacted by oil prices. In 2020, in large part driven by the impact of the COVID-19 pandemic, oil prices fell significantly in March to May although they increased throughout the rest of the year and into 2021.

In 2021, Saudi Arabia began to experience an economic recovery following the easing of the restrictions imposed around the world in 2020 to combat the COVID-19 pandemic. GASTAT data shows that Saudi Arabia's real GDP increased by 3.2 per cent. in 2021 compared to 2020, with the non-oil sector growing by 4.9 per cent. and the oil sector growing by 0.2 per cent. Inflation in Saudi Arabia increased by 3.4 per cent. in 2021.

In 2022, the Saudi economy grew strongly, with real GDP increasing by 8.7 per cent. according to GASTAT. This reflected increases of 15.4 per cent. in oil activities driven by increased production and 5.4 per cent. in non-oil activities.

In 2023, Saudi Arabia's real GDP contracted by 0.9 per cent., principally reflecting OPEC-driven production cuts. The non-oil sector's real GDP increased by 4.4 per cent. SAMA repo and reverse repo rates reached 6.0 per cent. and 5.5 per cent., respectively, in December 2023, mirroring rate increases by the U.S. Federal Reserve.

The slowdown in oil prices and growth in Saudi Arabia's GDP may impact the Bank in 2024. In addition, any significant deterioration in economic and market conditions in Saudi Arabia in the future may result in a widening fiscal deficit and the Government may withdraw deposits from the banking system to fund such deficit. Saudi banks (including the Bank) may therefore be exposed to tightened liquidity in such circumstances. See *"Risk Factors—Risks relating to the Bank and its ability to fulfil its obligations under the Transaction Documents—The Group's operations and assets are principally located in Saudi Arabia and, accordingly, the Group is exposed to general economic conditions in Saudi Arabia"* above.

Factors affecting net financing and investment income

The Group's net financing and investment income comprises its gross financing and investment income less the financing and investment return it pays on customers', banks' and financial institutions' deposits with the Group (referred to as time investments). The Group's net financing and investment income is the major contributor to its total operating income, comprising 77.3 per cent. of the Group's total operating income in 2023, 77.6 per cent. in 2022 and 79.3 per cent. in 2021. Within net financing and investment income:

- gross financing and investment income earned on instalment sales is the major contributor, comprising 61.3 per cent. of gross financing and investment income in 2023, 69.4 per cent. in 2022 and 73.7 per cent. in 2021. The Group's other sources of financing income are corporate

mutajara and murabaha transactions and its sources of investment income are murabaha transactions with SAMA, mutajara transactions with banks and its investments in sukuk; and

- the return paid on the Group's customers' time investments is the major contributor to the Group's total return on customers', banks' and financial institutions' time investments, comprising 57.9 per cent. in 2023, 65.1 per cent. in 2022 and 76.6 per cent. in 2021. The return paid on the Group's banks' and financial institutions' time investments accounted for 42.1 per cent. in 2023, 34.9 per cent. in 2022 and 23.4 per cent. in 2021 of the Group's total return on customers', banks' and financial institutions' time investments.

The Group's net financing and investment income is primarily determined by the volume of income-earning financing and investment assets relative to the volume of time investments on which a return is paid by the Group, as well as the differential between the rates earned on income-earning financing and investment assets and paid on time investments. The Group's income-earning financing and investment assets principally consist of its retail and corporate financing extended and its income-earning investments which include murabaha with the Government and SAMA, sukuk and structured products.

For a discussion of the changes in the Group's net financing and investment income in each of the years under review, see "*Results of Operations—Net financing and investment income*" below.

The Group's net financing and investment income margin (calculated as disclosed under "*Selected Financial Information—Selected consolidated ratios*" above) was 3.0 per cent. in 2023, 3.6 per cent. in 2022 and 4.2 per cent. in 2021.

Factors affecting fee from banking services, net

The Group's fee from banking services, net comprised 15.3 per cent. of its total operating income in 2023, 16.2 per cent. in 2022 and 15.3 per cent. in 2021. Within fee from banking services, net:

- payment and electronic service channel-related fee income is the major contributor to fee income from banking services, comprising 71.2 per cent. of total fee income from banking services in 2023, 63.3 per cent. in 2022 and 57.8 per cent. in 2021. Fee income from the Group's brokerage business, wholesale business and remittance business were the other main sources of total fee income from banking services in each of those years; and
- payment and electronic service channel-related fee expense is the major contributor to fee expense from banking services, comprising 94.4 per cent. of total fee expense from banking services in 2023, 91.7 per cent. in 2022 and 82.7 per cent. in 2021. Fee expense from the Group's brokerage business and wholesale business were the other main sources of total fee expense from banking services in each of those years.

The Group's fee from banking services, net is primarily determined by the volume and size of fee earning transactions relative to those on which fees are paid, as well as the differential between the rates charged on fee earning transactions and paid on fee expense bearing transactions.

For a discussion of the changes in the Group's fee from banking services, net in each of the years under review, see "*Results of Operations—Fee from banking services, net*" below.

Movements in impairment charges for financing and other financial assets, net

The Group's impairment charges for financing and other financial assets, net comprise its on- and off-balance sheet ECL provisions less any recoveries made in respect of previously written off financing. The Group's impairment charges for financing and other financial assets, net in 2023 were SAR 1,504.2 million compared to SAR 2,001.2 million in 2022 and SAR 2,345.1 million in 2021.

For a discussion of the changes in the Group's impairment charges in each of the periods under review, see "*Results of Operations—Operating expenses*" below.

Impact of the COVID-19 pandemic

Although the COVID-19 pandemic principally impacted the Group's results in 2020, it was also impacted in 2021 through the recognition of ECL overlays of SAR 486 million for corporate of which SAR 228 million represented overlays in respect of its SME portfolio. No similar overlays were recognised in 2022 or 2023.

In addition, in 2021 and to a limited extent in 2022 the Bank recognised modification losses of SAR 339.9 million and SAR 44.2 million, respectively, which were presented as part of net financing income in relation to deferred payments on financing facilities to qualifying micro, small and medium enterprises (SMEs).

In order to compensate all the related costs that the Bank was expected to incur under the SAMA and other public authorities' support programmes, the Bank received multiple profit free deposits with varying maturities from SAMA in 2020 and 2021. The outstanding balance of these deposits was SAR 7.6 billion as at 31 December 2021 and SAR 3.6 billion as at 31 December 2020. Management has determined, based on communications from SAMA, that these deposits constitute a government grant that primarily relate to compensation for the modification loss incurred on the deferral of payments. The benefit of the subsidised funding rate has been accounted for on a systematic basis, in accordance with government grant accounting requirements. Management has exercised certain judgements in the recognition and measurement of this grant income. During 2021, SAR 334.5 million was recognised in the statement of income with respect to these deposits, with an aggregate of SAR 22.8 million deferred grant income as at 31 December 2021. No amounts have been recognised after 2021.

Material Accounting Policies

For a discussion of the material accounting policies applied by the Group generally, see note 3 to the 2023 Financial Statements.

Critical Accounting Judgments, Estimates and Assumptions

In preparing the Group's financial statements, management is required to make certain judgments, estimates and assumptions. These affect the reported amounts of the Group's assets and liabilities, including disclosure of contingent assets and liabilities, as at the date of the financial statements as well as the reported amounts of its revenues and expenses during the periods presented. Management bases its estimates and assumptions on historical experience and other factors that it believes to be reasonable at the time the estimates and assumptions are made and evaluates the estimates and assumptions on an ongoing basis. However, future events and their effects cannot be predicted with certainty and the determination of appropriate estimates and assumptions requires the use of judgment. Actual outcomes may differ from any estimates or assumptions made and such differences may be material to the Financial Statements.

For a discussion of the most significant accounting judgments, estimates and assumptions made in the preparation of the Financial Statements, see note 2(e) to the 2023 Financial Statements, which cross references certain factors and the notes in which they are discussed. In addition, note 2(e) discusses the judgment in relation to the classification of Tier 1 sukuk as equity or liability, expected credit loss on financial assets and the determination of whether or not the Bank controls or has significant influence over its investees.

Results of Operations

Net financing and investment income

Net financing and investment income is the Group's principal source of operating income. The Group earns gross financing and investment income on the financing extended by it to its customers and on its portfolio of investment income-generating investments.

The Group pays a return on the time deposits made with it by its customers and banks and financial institutions and this return is deducted from its gross financing and investment income to derive its net financing and investment income.

Financing and investment income is recognised in the income statement using the effective yield method, as explained in note 3(g) to the 2023 Financial Statements.

The Group's net financing and investment income amounted to SAR 21,269.1 million in 2023 compared to SAR 22,172.7 million in 2022 and SAR 20,391.9 million in 2021, a decrease of SAR 903.6 million, or 4.2 per cent., in 2023 compared to 2022 and an increase of SAR 1,780.8 million, or 8.7 per cent., in 2022 compared to 2021.

Gross financing and investment income

The table below shows a breakdown of the Group's gross financing and investment income in each of 2023, 2022 and 2021.

	<u>2023</u>	<u>2022</u>	<u>2021</u>
		<i>(SAR million)</i>	
Financing			
Corporate mutajara	7,834.3	4,526.6	2,263.8
Instalment sale	23,760.1	19,561.0	15,806.3
Murabaha	1,932.4	1,035.3	686.4
Investments and other			
Murabaha with SAMA	2,715.9	1,497.3	1,167.7
Mutajara with banks	397.0	413.3	1,230.4
Income from sukuk	<u>2,098.0</u>	<u>1,168.1</u>	<u>286.9</u>
Gross financing and investment income	<u>38,737.6</u>	<u>28,201.6</u>	<u>21,441.5</u>

The Group's gross financing and investment income in 2023 amounted to SAR 38,737.6 million compared to SAR 28,201.6 million in 2022 and SAR 21,441.5 million in 2021, an increase of SAR 10,536.0 million, or 37.4 per cent., in 2023 compared to 2022 and an increase of SAR 6,760.1 million, or 31.5 per cent., in 2022 compared to 2021.

The SAR 10,536.0 million increase in 2023 compared to 2022 principally reflected (i) an SAR 4,199.1 million, or 21.5 per cent., increase in gross financing income from instalment sales and (ii) an SAR 3,307.7 million, or 73.1 per cent., increase in gross financing income from corporate mutajara, in each case reflecting increased volumes of corporate financing as well as increased profit rates for corporate and retail financing.

The SAR 6,760.1 million increase in 2022 compared to 2021 principally reflected an SAR 3,754.7 million, or 23.8 per cent., increase in gross financing income from instalment sales which principally reflected an increase in retail financing and higher profit rates. In addition, gross financing income from corporate mutajara increased by SAR 2,262.8 million, or 100.0 per cent., principally due to an increase in corporate financing and higher profit rates.

Return on customers', banks' and financial institutions' time investments

The table below shows a breakdown of the Group's return on customers', banks' and financial institutions' time investments in each of 2023, 2022 and 2021.

	2023	2022	2021
		(SAR million)	
Return on customers' time investments	(10,107.1)	(3,927.2)	(803.9)
Return on due to banks' and financial institutions' time investments	(7,361.4)	(2,101.8)	(245.7)
Return on customers', banks' and financial institutions' time investments	(17,468.5)	(6,028.9)	(1,049.6)

The Group's return on customers', banks' and financial institutions' time investments amounted to SAR 17,468.5 million in 2023 compared to SAR 6,028.9 million in 2022 and SAR 1,049.6 million in 2021, an increase of SAR 11,439.6 million, or 189.8 per cent., in 2023 compared to 2022 and an increase of SAR 4,979.3 million, or 474.4 per cent., in 2022 compared to 2021.

The SAR 11,439.6 million increase in return on customers', banks' and financial institutions' time investments in 2023 compared to 2022 reflected increases of (i) SAR 6,180.5 million, or 157.4 per cent., in return on customers' time investments and (ii) SAR 5,259.6 million, or 250.2 per cent., in return on due to bank and financial institutions' time investments, in each case driven by higher volumes and higher profit rates.

The SAR 4,979.3 million increase in return on customers', banks' and financial institutions' time investments in 2022 compared to 2021 reflected increases of (i) SAR 3,123.3 million, or 388.5 per cent., in return on customers' time investments and (ii) SAR 1,856.1 million, or 755.4 per cent., in return on due to bank and financial institutions' time investments, each of which was driven by higher volumes of deposits and higher profit rates.

Fee from banking services, net

The table below shows a breakdown of the Group's fee from banking services, net in each of 2023, 2022 and 2021.

	2023	2022	2021
		(SAR million)	
Fee income			
Remittance business	412.7	373.4	258.9
Wholesale business.....	522.4	416.8	376.9
Payment and electronic service channels.....	6,691.9	5,547.3	3,844.6
Brokerage business.....	862.3	1,009.3	1,238.9
Others	905.3	1,420.5	929.1
Total fee income.....	9,394.6	8,767.3	6,648.3
Fee expenses			
Wholesale business.....	(40.0)	(33.6)	(26.9)
Payment and electronic service channels.....	(4,881.5)	(3,801.0)	(2,245.1)
Brokerage business.....	(247.4)	(308.5)	(443.2)
Total fee expenses	(5,169.0)	(4,143.1)	(2,715.2)
Fee from banking services, net	4,225.7	4,624.1	3,933.1

The Group's fee from banking services, net amounted to SAR 4,225.7 million in 2023 compared to SAR 4,624.1 million in 2022 and SAR 3,933.1 million in 2021, a decrease of SAR 398.4 million, or 8.6 per cent., in 2023 compared to 2022 and an increase of SAR 691.0 million, or 17.6 per cent., in 2022 compared to 2021.

2023 and 2022 compared

The SAR 398.4 million decrease in the Group's fee from banking services, net in 2023 compared to 2022 principally reflected the following factors:

- an increase of SAR 1,025.9 million, or 24.8 per cent., in total fee expenses, which was driven by an SAR 1,080.5 million, or 28.4 per cent., increase in payment and electronic service channels related fee expenses, which principally reflected increased cards business and electronic services channels activity; and
- an increase of SAR 627.3 million, or 7.2 per cent., in total fee income, which principally reflected lower brokerage business and other fee income offset by increases in payment and electronic service channels related fee income, and wholesale and remittance business fee income. The decline in brokerage fee income reflected decreased trading volumes. The increase in payment and electronic service channels related fee income principally reflected increased payment cards and electronic services channels activity and the increases in wholesale and remittance business fee income reflected increased fees for trade finance and international transfers, respectively.

2022 and 2021 compared

The SAR 691.0 million increase in the Group's fee from banking services, net in 2022 compared to 2021 principally reflected the following factors:

- an increase of SAR 491.4 million, or 52.9 per cent., in others, which was driven by an increase in bancassurance fees and dealer-related activities; and
- an increase of SAR 146.8 million, or 9.2 per cent., in fee income net of fee expense related to payment and electronic service channels, which was driven by an increase in migration to cashless payment methods and improved cross-selling activities.

Other operating income items

The Group's other operating income items comprise exchange income, net and other operating income, net. The Group's exchange income, net represents income net of related expenses generated from foreign exchange transactions related to customers. The Group's other operating income, net is derived from a variety of sources, including dividend income, rental income from investment properties, the Group's proportionate share of profit from its associate, the net gain or loss on investments held at fair value through the income statement (**FVIS**) and income from its IT services and solutions subsidiary, Ejada Systems Company Ltd (**Ejada**), which was acquired in January 2022.

The table below shows a breakdown of the Group's other operating income items in each of 2023, 2022 and 2021.

	<u>2023</u>	<u>2022</u>	<u>2021</u>
	<i>(SAR million)</i>		
Exchange income, net.....	1,246.5	1,162.2	787.9
Other operating income, net	790.2	616.0	603.5

The Group's exchange income, net was SAR 1,246.5 million in 2023 compared to SAR 1,162.2 million in 2022 and SAR 787.9 million in 2021, an increase in 2023 of SAR 84.3 million, or 7.3 per cent., and an increase in 2022 of SAR 374.3 million, or 47.5 per cent. The increase in 2023 principally reflected

increased volumes and improved margins. The increase in 2022 principally reflected higher volumes and an improved margin.

The Group's other operating income, net was SAR 790.2 million in 2023 compared to SAR 616.0 million in 2022 and SAR 603.5 million in 2021, an increase in 2023 of SAR 174.2 million, or 28.3 per cent., and an increase in 2022 of SAR 12.5 million, or 2.1 per cent.

The increase of SAR 174.2 million in 2023 compared to 2022 principally reflected (i) an SAR 32.1 million gain on investments held at FVIS in 2023 as market conditions improved compared to an SAR 208.8 million loss in 2022 and (ii) an SAR 67.7 million, or 335.1 per cent., higher share in the profit of the Group's associate. This was principally offset by an SAR 143.0 million decrease in other unspecified items of other operating income in 2023 compared to 2022.

The increase of SAR 12.5 million in 2022 principally reflected SAR 277.4 million, or 93.2 per cent., higher other income, net which principally resulted from the acquisition of Ejada in January 2022 which was offset by (i) SAR 170.9 million, or 450.9 per cent., higher loss on investments held as FVIS due to higher interest rates and adverse market conditions, (ii) SAR 46.2 million, or 97.3 per cent., lower gain on sale of property and equipment, net and (iii) SAR 41.5 million, or 24.5 per cent., lower dividend income driven by a decrease in the equity portfolio.

Total operating income

Reflecting the above factors, the Group's total operating income was SAR 27,531.4 million in 2023 compared to SAR 28,575.0 million in 2022 and SAR 25,716.4 million in 2021, a decrease of SAR 1,043.6 million, or 3.7 per cent., in 2023 compared to 2022 and an increase of SAR 2,858.6 million, or 11.1 per cent., in 2022 compared to 2021.

Operating expenses

The Group's operating expenses comprise salaries and employees'-related benefits, depreciation, amortisation and impairment, other general and administrative expenses and its impairment charge for financing and other financial assets, net.

The Group's impairment charge for financing and other financial assets, net principally comprises its net impairment charge for credit losses and its net provision for credit-related commitments and contingencies. In addition, the Group records net impairment charges or reversals for certain other financial assets.

The Group classifies its financial assets into Stage 1, Stage 2 and Stage 3, as described below:

- **Stage 1:** Financial instruments which are not credit impaired and for which the credit risk has not increased significantly since initial recognition are classified under Stage 1. When a credit facility is first recognised, the Group recognises a loss allowance based on 12-month ECL.
- **Stage 2:** Financial instruments having significant increase in credit risk since origination are classified under Stage 2 (if not impaired). When a credit facility has shown a significant increase in credit risk since origination, the Group records a loss allowance for the life-time ECL.
- **Stage 3:** All credit facilities that are credit impaired either at origination or at the reporting date as determined through objective evidence of default or credit impairment, are classified under Stage 3. Credit facilities are considered as credit-impaired where any payment of principal or interest is overdue by more than 89 days or there is other evidence of impairment.

Quantitative and qualitative criteria are also applied for assigning a Stage 3 classification. In such cases, the Group records a loss allowance for the life-time ECL.

For further information, see note 3(e)(5) to the 2023 Financial Statements.

The Group makes provision for credit losses promptly in line with the applicable accounting standards following the conservative provisioning norms it has set for itself.

The table below shows a breakdown of the Group's operating expenses in each of 2023, 2022 and 2021.

	<u>2023</u>	<u>2022</u>	<u>2021</u>
		<i>(SAR million)</i>	
Salaries and employees'-related benefits.....	3,525.1	3,395.2	3,132.3
Depreciation, amortisation and impairment.....	1,578.0	1,330.1	1,141.9
Other general and administrative expenses.....	2,394.8	2,725.8	2,652.2
Impairment charge for financing and other financial assets, net	1,504.2	2,001.3	2,345.1
Total operating expenses.....	<u>9,002.1</u>	<u>9,452.3</u>	<u>9,271.6</u>

The Group's total operating expenses amounted to SAR 9,002.1 million in 2023 compared to SAR 9,452.3 million in 2022 and SAR 9,271.6 million in 2021, a decrease of SAR 450.2 million, or 4.8 per cent., in 2023 compared to 2022 and an increase of SAR 180.7 million, or 1.9 per cent., in 2022 compared to 2021.

2023 and 2022 compared

The SAR 450.2 million decrease in 2023 principally reflected:

- (i) a decrease of SAR 497.1 million, or 24.8 per cent., in impairment charge for financing and other financial assets, net, which principally reflected an SAR 278.6 million higher recovery of written off financing in 2023 which was mostly in the retail portfolio and an SAR 30.5 million, or 0.9 per cent., lower provision for financing in 2023 compared to 2022 and (ii) a decrease of SAR 331 million, or 12.1 per cent., in other general and administrative expenses, which reflected increased operating efficiency; and
- which were offset by (i) an increase of SAR 247.9 million, or 18.6 per cent., in depreciation, amortisation and impairment, which was driven by business needs to support the Group's asset growth and (ii) an increase of SAR 129.9 million, or 3.8 per cent., in salaries and employees-related benefits, which was also driven by business needs to support the Group's asset growth and by an increase in the number of its more highly paid employees.

2022 and 2021 compared

The SAR 180.7 million increase in 2022 compared to 2021 principally reflected:

- an increase of SAR 262.9 million, or 8.4 per cent., in salaries and employees'-related benefits which was driven by business needs to support the Group's asset growth and increased number of employees;
- an increase of SAR 188.2 million, or 16.5 per cent., in depreciation, amortisation and impairment which was due to increased investment to support business needs and amortisation and depreciation related to the acquisition of Ejada; and

- an increase of SAR 73.6 million, or 2.8 per cent., in other general and administrative expenses which reflected increases in software and IT support expenses and in other uncategorised operational expenses offset by decreases in communications and utilities expenses, maintenance and security expenses and cash feeding and transfer expenses.

The increases described above were offset by a SAR 343.8 million, or 14.7 per cent., lower impairment charge for financing and other financial assets, net in 2022 compared to 2021, which principally reflected lower on-balance sheet provisions for financing of SAR 490.1 million, or 12.9 per cent., driven by the ease of the provision requirements due to the improvement of key economic indicators. Additionally, the Bank did not recognise any additional overlays during 2022 since they were no longer required as a result of the easing pandemic situation and the ending of the deferment programme.

Zakat expense

The Group's zakat expense was SAR 1,908.1 million in 2023 compared to SAR 1,971.9 million in 2022 and SAR 1,698.6 million in 2021, in each case principally reflecting the changes in the Group's net income for the year before zakat.

The Group has filed its zakat and income tax returns with ZATCA and paid zakat for the financial years up to and including 2022. All assessments up to the year ended 31 December 2017 have been finalised.

In March 2019, ZATCA published new rules for the computation of zakat for companies engaged in financing activities and licensed by SAMA. The new rules are applicable for periods beginning on or after 1 January 2019. In addition to providing a new basis for calculation of the zakat base, the new rules have also introduced a minimum floor and maximum cap at four times and eight times, respectively, net income. The zakat liability for Saudi shareholders continues to be calculated at 2.5 per cent. of the zakat base but should not fall below the minimum floor nor exceed the maximum cap. The Group has provided for zakat for 2022 based on its understanding of the new rules.

Net income for the year

Reflecting the above factors, the Group's net income in 2023 was SAR 16,621.2 million compared to SAR 17,150.8 million in 2022 and SAR 14,746.2 million in 2021, a decrease of SAR 528.9 million, or 3.1 per cent., in 2023 compared to 2022 and an increase of SAR 2,404.6 million, or 16.3 per cent., in 2022 compared to 2021.

Other comprehensive loss or income

The Group's total other comprehensive income for the year recognised in shareholders' equity was SAR 333.9 million in 2023 compared to total other comprehensive loss for the year recognised in shareholders' equity of SAR 510.8 million in 2022 and total other comprehensive income for the year recognised in shareholders' equity of SAR 444.8 million in 2021.

The Group's other comprehensive income in 2023 principally reflected an SAR 307.1 million positive net change in the fair value of its FVOCI equity investments and an SAR 57.8 million positive change in the effective portion of cash flow hedges, offset by an SAR 42.7 million negative exchange difference on translating foreign operations.

The Group's other comprehensive loss in 2022 principally reflected an SAR 669.2 million net negative change in the fair value of its FVOCI equity investments offset by an SAR 231.8 million positive change on re-measurement of employees' end of service benefits.

The Group's other comprehensive income in 2021 principally reflected an SAR 399.3 million positive change in the fair value of its FVOCI equity investments.

Total comprehensive income for the year

Reflecting the above factors and the Group's net income for each year, the Group's total comprehensive income in 2023 was SAR 16,955.1 million compared to SAR 16,640.0 million in 2022 and SAR 15,190.9 million in 2021, an increase of SAR 315.1 million, or 1.9 per cent., in 2023 compared to 2022 and an increase of SAR 1,449.1 million, or 9.5 per cent., in 2022 compared to 2021.

Segmental analysis

The Group's reporting segments comprise:

- ***Retail***, which includes individual customers' deposits, credit facilities, customer debit current accounts (overdrafts), fees from banking services and remittance business payment services;
- ***Corporate***, which incorporates VIP deposits and corporate customers' deposits, credit facilities and debit current accounts (overdrafts);
- ***Treasury***, which includes treasury services, murabaha with SAMA and the Group's international mutajara portfolio; and
- ***Investment services, brokerage and other segments (ISB)***, which includes corporate and individual mutual fund investments, local and international share trading services and investment portfolios.

The table below shows certain income statement line items of each of the Group's reporting segments for each of 2023, 2022 and 2021.

	<u>Retail</u>	<u>Corporate</u>	<u>Treasury</u>	<u>ISB</u>	<u>Total</u>
			(SAR million)		
2023					
Total operating income	17,329.1	7,533.3	1,531.2	1,137.8	27,531.4
Income before zakat	8,962.8	7,370.8	1,232.1	963.7	18,529.3
2022					
Total operating income	15,528.3	4,506.7	7,516.1	1,023.9	28,575.0
Income before zakat	7,692.1	3,357.1	7,274.7	798.7	19,122.7
2021					
Total operating income	14,050.5	2,844.6	7,847.1	974.1	25,716.4
Income before zakat	6,233.2	1,816.9	7,725.4	669.3	16,444.8

Retail segment

The retail segment recorded total operating income of SAR 17,329.1 million in 2023 compared to SAR 15,528.3 million in 2022 and SAR 14,050.5 million in 2021.

The increase of SAR 1,800.8 million, or 11.6 per cent., in the retail segment's total operating income in 2023 compared to 2022 principally reflected an increase of SAR 1,732.7 million, or 13.4 per cent., in net financing and investment income which was driven by increased volumes and margins.

The increase of SAR 1,477.8 million, or 10.5 per cent., in the retail segment's total operating income in 2022 compared to 2021 (on a comparative basis) principally reflected an increase of SAR 1,086.7 million, or 9.1 per cent., in net financing and investment income which was driven by growth in the retail financing portfolio. In addition, fee income from banking services, net increased by SAR 287.2

million, or 17.8 per cent., due to an increase in the number of customers and transactions and exchange income, net increased by SAR 162.9 million, or 39.4 per cent., due to increases in volume and margins.

The retail segment recorded income before zakat of SAR 8,962.8 million in 2023 compared to SAR 7,692.1 million in 2022 and SAR 6,233.2 million in 2021.

The increase of SAR 1,270.7 million, or 16.5 per cent., in the retail segment's income before zakat in 2023 compared to 2022 principally reflected the SAR 1,800.8 million higher total operating income discussed above offset by SAR 530.1 million higher total operating expenses in 2023 compared to 2022, mainly reflecting higher impairment charges for financing and other financial assets and higher depreciation and amortisation offset by lower other operating expenses.

The increase of SAR 1,458.9 million, or 23.4 per cent., in the retail segment's income before zakat in 2022 compared to 2021 principally reflected the SAR 1,477.8 million higher total operating income discussed above.

Corporate segment

The corporate segment recorded total operating income of SAR 7,533.3 million in 2023 compared to SAR 4,506.7 million in 2022 and SAR 2,844.6 million in 2021.

The increase of SAR 3,026.6 million, or 67.2 per cent., in the corporate segment's total operating income in 2023 compared to 2022 principally reflected increases of (i) SAR 2,752.7 million, or 78.9 per cent., in net financing and investment income which was driven by an increase in the corporate financing portfolio as well as by increased profit rates and (ii) SAR 207.2 million, or 26.0 per cent., in fee from banking services, net, which was driven by increased volumes and improved margins.

The increase of SAR 1,662.1 million, or 58.4 per cent., in the corporate segment's total operating income in 2022 compared to 2021 principally reflected an increase of SAR 1,500.9 million, or 75.4 per cent., in net financing and investment income which was driven by an increase in the corporate financing portfolio and increased profit rates. In addition, exchange income, net increased by SAR 112.1 million, or 105.7 per cent., due to increased volumes and improved margins and fee income from banking services, net increased by SAR 49.0 million, or 6.5 per cent.

The corporate segment recorded income before zakat of SAR 7,370.8 million in 2023 compared to SAR 3,357.1 million in 2022 and SAR 1,816.9 million in 2021.

The increase of SAR 4,013.7 million, or 119.6 per cent., in the corporate segment's income before zakat in 2023 compared to 2022 principally reflected the SAR 3,026.6 million increase in total operating income discussed above coupled with an SAR 707.6 million reversal of impairment charge for financing and other financial assets, net in 2023 compared to a charge of SAR 528.9 million in 2022. The reversal in 2023 was driven by a decrease in write-offs.

The increase of SAR 1,540.2 million, or 84.8 per cent., in the corporate segment's income before zakat in 2022 compared to 2021 principally reflected the SAR 1,662.1 million increase in total operating income discussed above.

Treasury segment

The treasury segment recorded total operating income of SAR 1,531.2 million in 2023 compared to SAR 7,516.1 million in 2022 and SAR 7,847.1 million in 2021.

The decrease of SAR 5,984.9 million, or 79.6 per cent., in the treasury segment's total operating income in 2023 compared to 2022 principally reflected a decrease of SAR 5,435.7 million, or 97.3 per cent., in

net financing and investment income which was driven by SAR 4,608.6 million higher gross financing and investment return in 2023 compared to 2022 due to an increase in the cost of funds to support business growth.

The decrease of SAR 331.0 million, or 4.2 per cent., in the treasury segment's total operating income in 2022 compared to 2021 principally reflected a decrease of SAR 858.8 million, or 13.3 per cent., in net financing and investment income which was driven by an increase in the cost of funds to support business growth offset by an SAR 466.2 million, or 60.5 per cent., increase in fee from banking services, net which was due to an increase in cross-selling activities in line with the growth in the Bank's financing portfolio.

The treasury segment recorded income before zakat of SAR 1,232.1 million in 2023 compared to SAR 7,274.7 million in 2022 and SAR 7,725.4 million in 2021.

The decrease of SAR 6,042.6 million, or 83.1 per cent., in the treasury segment's income before zakat in 2023 compared to 2022 principally reflected the SAR 5,435.7 million decrease in total operating income discussed above.

The decrease of SAR 450.7 million, or 5.8 per cent., in the treasury segment's income before zakat in 2022 compared to 2021 principally reflected the SAR 331.0 million decrease in total operating income discussed above coupled with an SAR 119.8 million, or 98.5 per cent., increase in total operating expenses principally due to higher depreciation on investments in software necessary to run the business, an increase in impairment charge and an increase in business activities, such as banking services and exchange services, which resulted in higher direct and indirect costs.

Investment services, brokerage and other segments

ISB recorded total operating income of SAR 1,137.8 million in 2023 compared to SAR 1,023.9 million in 2022 and SAR 974.1 million in 2021.

The increase of SAR 113.9 million, or 11.1 per cent., in ISB's total operating income in 2023 compared to 2022 principally reflected (i) an increase of SAR 136.7 million, or 64.3 per cent., in other operating income, net in subsidiaries and (ii) an increase of SAR 46.6 million, or 36.7 per cent., in net financing and investment income due to higher profit rates. These increases were offset by a decrease of SAR 69.4 million, or 10.1 per cent., in fee from banking services, net, which was driven by lower fees from brokerage activities.

The increase of SAR 49.8 million, or 5.1 per cent., in ISB's total operating income in 2022 compared to 2021 principally reflected increases of (i) SAR 109.2 million, or 105.6 per cent., in other operating income, net due to an increase in income from other non-banking subsidiaries and (ii) SAR 52.0 million, or 69.4 per cent., in net financing and investment income, which was driven by higher profit rates. These increases were offset by a decrease of SAR 111.5 million, or 14.0 per cent., in fee from banking services, net which reflected lower brokerage activities.

ISB recorded income before zakat of SAR 963.7 million in 2023 compared to SAR 798.7 million in 2022 and SAR 669.3 million in 2021.

The increase of SAR 165 million, or 20.6 per cent., in ISB's income before zakat in 2023 compared to 2022 reflected the SAR 113.9 increase in total operating income discussed above coupled with an SAR 50.0 million, or 22.7 per cent., decrease in total operating expenses driven by lower other operating expenses.

The increase of SAR 129.4 million, or 19.3 per cent., in ISB's income before zakat in 2022 compared to 2021 reflected an SAR 79.7 million, or 26.1 per cent., decrease in total operating expenses due to

improved cost efficiency coupled with the SAR 49.8 million increase in total operating income discussed above.

Liquidity and Funding

Overview

The Group's liquidity needs arise primarily from making financing available to its customers, making investments in securities and the payment of expenses (including its financing costs). To date, the Group's liquidity needs have been funded principally through deposits and operating cash flow, including income received in respect of its financing and from its investment securities. See "—Funding" below.

Liquidity

The tables below show the Group's cash flow from operating activities, investing activities and financing activities for each of 2023, 2022 and 2021.

	Year ended 31 December		
	2023	2022	2021
		(SAR thousand)	
Net cash generated from operating activities.....	27,422,731	7,376,794 ⁽¹⁾	25,500,667 ⁽¹⁾
Net cash used in investing activities.....	(34,299,777)	(21,510,703) ⁽²⁾	(27,792,694) ⁽²⁾
Net cash (used in)/ generated from financing activities.....	(6,886,462)	16,036,271	(6,238,546)
Cash and cash equivalents at the beginning of the year.....	26,199,150	24,296,788 ⁽³⁾	32,827,361 ⁽³⁾
Cash and cash equivalents at the end of the year.....	12,435,642	26,199,150 ⁽³⁾	24,296,788 ⁽³⁾

Note:

- (1) In the 2023 Financial Statements, "net cash generated from operating activities" for 2022 was SAR 1,226,231 thousand lower than the figure presented for the same line item for the same year in the 2022 Financial Statements. This reflected minor adjustments and reclassifications and the presentation for 2021 in this table has been adjusted accordingly. In the 2022 Financial Statements, the Group's net cash generated from operating activities was SAR 8,603,825 thousand (for 2022) and SAR 23,855,434 thousand (for 2021).
- (2) In the 2023 Financial Statements, "net cash used in investing activities" for 2022 was SAR 175,668 thousand lower than the figure presented for the same line item for the same year in the 2022 Financial Statements. This reflected minor adjustments and reclassifications and the presentation for 2021 in this table has been adjusted accordingly. In the 2022 Financial Statements, the Group's net cash used in investing activities was SAR 21,686,371 thousand (for 2022) and SAR 23,204,002 thousand (for 2021).
- (3) Reflecting footnotes (1) and (2) above, the figures for cash and cash equivalents have been adjusted. In the 2022 Financial Statements, cash and cash equivalents at the beginning of the year were SAR 22,240,247 thousand (for 2022) and SAR 32,827,361 thousand (for 2021) and cash and cash equivalents at the end of the year were SAR 25,193,172 thousand (for 2022) and SAR 22,240,247 thousand (for 2021).

Operating activities

2023, 2022 and 2021

The Group's net cash inflow from operating activities for 2023 was SAR 27,422.7 million compared to SAR 7,376.8 million for 2022 and SAR 25,500.6 million for 2021.

The Group's net cash from operating activities before changes in operating assets and liabilities amounted to SAR 21,134.8 million in 2023 compared to SAR 22,490.0 million in 2022 and SAR 21,442.1 million in 2021. The Group's net cash from operating activities before changes in operating assets and liabilities in each year principally reflected its net income before zakat for the period adjusted to add back its impairment charge for financing and other financial assets, net and its depreciation on property, equipment and right of use assets, net charge.

The principal changes in the Group's operating assets and liabilities in 2023 were a cash outflow of SAR 27,370.9 million from financing extended to customers and cash inflows of SAR 26,407.8 million from due to banks and other financial institutions and SAR 8,175.9 million from customers' deposits accepted.

The principal changes in the Group's operating assets and liabilities in 2022 were a cash outflow of SAR 117,508.7 million from financing extended to customers and cash inflows of SAR 52,887.0 million from due to banks and other financial institutions and SAR 52,852.5 million from customers' deposits accepted.

The principal changes in operating assets and liabilities in 2021 were a cash outflow of SAR 139,463.6 million from financing extended to customers and a cash inflow of SAR 129,441.2 million from customers' deposits accepted.

Investing activities

2023, 2022 and 2021

Net cash used in investing activities in 2023 was SAR 34,299.8 million compared to SAR 21,510.7 million in 2022 and SAR 27,792.7 million in 2021.

In 2023, the Group's principal investing flows were net cash outflows of (i) SAR 16,429.3 million from the purchase of investments held at amortised cost (less proceeds from the maturity of such investments), (ii) SAR 14,862.4 million from the purchase of FVOCI investments (less amounts received from the disposal of FVOCI securities) and (iii) SAR 2,751.9 million from the purchase of property and equipment (less proceeds from the disposal of property and equipment).

In 2022, the Group's principal investing flows were net cash outflows of (i) SAR 22,525.6 million from the purchase of investments held at amortised cost (less proceeds from the maturity of such investments) and (ii) SAR 2,282.4 million from the purchase of property and equipment (less proceeds from the disposal of property and equipment) and a net cash inflow of SAR 4,515.7 million from the disposal of FVOCI investments (less amounts invested in the purchase of FVOCI securities).

In 2021, the Group had a net cash outflow of SAR 25,223.7 million from the purchase of investments held at amortised cost (less proceeds from the maturity of such investments), a net cash outflow of SAR 1,650.1 million from the purchase of FVOCI investments (less amounts received from the disposal of FVOCI securities) and a net cash outflow of SAR 1,017.6 million from the purchase of property and equipment (less proceeds from the disposal of property and equipment).

Financing activities

2023, 2022 and 2021

Net cash used in financing activities was SAR 6,886.5 million in 2023 compared to net cash generated from financing activities of SAR 16,036.3 million in 2022 and net cash used in financing activities of SAR 6,238.5 million in 2021.

In 2023, the Group's principal financing flows were an outflow of SAR 9,600.0 million in dividends paid and an inflow of SAR 3,789.1 million in proceeds from sukuk issued.

In 2022, the Group's principal financing flow was a cash inflow of SAR 16,500 million in proceeds from tier 1 sukuk issuances in January and November of that year.

In 2021, the Group's principal financing flow was a cash outflow of SAR 6,000.0 million in dividends paid.

Funding

Overview

The Group's principal source of non-equity funding is its customers' deposits and, based on various behavioural analyses conducted by both external consultants and internal teams, the Bank believes its current account deposits are a stable source of funding. Its other non-equity funding sources are placements made with it by other banks and financial institutions and sukuk issued in the capital markets. In accordance with the Banking Control Law issued by Royal Decree No. M/5 dated 22/02/1386H (corresponding to 12 June 1966) (the **BCL**) and the regulations issued by SAMA, the Bank maintains a statutory deposit with SAMA equal to 7 per cent. of its total demand deposits and 4 per cent. of its saving and time deposits. In addition to the statutory deposit, the Bank also maintains liquid reserves of no less than 20 per cent. of its deposit liabilities, in the form of cash, Government bonds and sukuk and assets that can be converted into cash within 30 days.

The Bank can also raise additional funds through repo facilities with SAMA against Government bonds and sukuk up to 100 per cent. of the nominal value of bonds and sukuk held in local currency.

The Group's customers' deposits were SAR 572,100.6 million, or 81.7 per cent. of its total liabilities, as at 31 December 2023, SAR 564,924.7 million, or 85.4 per cent. of its total liabilities, as at 31 December 2022 and SAR 512,072.2 million, or 90.2 per cent. of its total liabilities, as at 31 December 2021.

The table below shows the Group's funding (in the form of customers' deposits, due to banks and other financial institutions (which represents deposits placed with it by other banks) and sukuk issued) as at 31 December in each of 2023, 2022 and 2021.

	As at 31 December		
	2023	2022	2021
	(SAR million)		
Customers' deposits.....	572,100.6	564,924.7	512,072.2
Due to banks and other financial institutions.....	97,246.9	70,839.1	17,952.1
Sukuk issued.....	3,789.1	—	—
Total funding	673,136.6	635,763.8	530,024.3

The table below shows the Group's deposit-based funding split into time deposits and demand, call and other deposits as at 31 December in each of 2023, 2022 and 2021.

	As at 31 December		
	2023	2022	2021
	(SAR million)		
Time deposits.....	304,659.5	271,534.6	146,496.1
Demand, call and other deposits.....	365,688.0	364,229.2	383,528.3

	As at 31 December		
	2023	2022	2021
	(SAR million)		
Total funding	670,347.5	635,763.8	530,024.4

Most of the Group's funding comprises demand, call and other deposits, reflecting the significant proportion of demand, call and other deposits in the Group's funding mix, as discussed below.

Customers' deposits

The Group's customers' deposits principally comprise time deposits and demand and call deposits. The Group's demand and call deposits are mostly non-profit bearing and amounts may be withdrawn from these accounts at any time without notice. Time deposits are eligible for profit distribution and have a fixed maturity date.

The Group believes that its customers' deposits are diversified and constitute a stable and secure source of low cost funding. As at 31 December 2023, the Group's customers' deposits accounted for 85.0 per cent. of its total funding set out in the table above.

The Group's demand deposits and call accounts constituted 54.6 per cent. and its time deposits constituted 45.4 per cent. of its total customers' deposits as at 31 December 2023. The Group accepts time deposits for a range of maturities.

As at 31 December 2023 the Group's foreign currency deposits amounted to SAR 39,627.3 million, or 6.9 per cent. of its total customers' deposits, compared to SAR 43,386.3 million, or 7.7 per cent., as at 31 December 2022 and SAR 36,624.1 million, or 7.2 per cent., as at 31 December 2021.

The table below shows a breakdown of the Group's customers' deposits by type as at 31 December in each of 2023, 2022 and 2021.

	As at 31 December		
	2023	2022	2021
	(SAR million)		
Demand deposits and call accounts	352,107.8	351,549.5	374,725.4
Customers' time investments.....	207,981.4	202,039.3	130,293.1
Other customer accounts.....	13,011.4	11,336.0	7,053.8
Total	573,100.6	564,924.7	512,072.2

As at 31 December 2023, the Group's total customers' deposits increased by SAR 8,175.9 million, or 1.4 per cent., compared to 31 December 2022. As at 31 December 2022, the Group's total customers' deposits increased by SAR 52,852.5 million, or 10.3 per cent., compared to 31 December 2021. In 2023, all categories of deposit increased. In 2022, the increase reflected growth in time deposits offset by a decline in demand deposits, reflecting higher interest rates.

Based on an analysis of the published financial statements of Saudi Arabian banks, the Group had market shares of 23.2 per cent. in total deposits and 25.1 per cent. in demand deposits as at 31 December 2023.

Due to banks and other financial institutions

The Group's deposits from banks (referred to as due to banks and other financial institutions in the Financial Statements) comprise current accounts and time investments. The Group's deposits from banks are typically short-term in nature and volatile over time. The Group's deposits from banks amounted to SAR 97,246.9 million as at 31 December 2023, SAR 70,839.1 million as at 31 December 2022 and SAR 17,952.1 million as at 31 December 2021. The increase in 2023 principally reflected business needs to support the Group's assets growth and diversification of the deposit pool. The increase in 2022 principally reflected the Group's need to support its asset growth.

Sukuk issued

In April 2023, the Bank issued U.S.\$1 billion unsecured sustainable sukuk with a five-year maturity and a profit rate of 4.75 per cent. (the **April 2023 Sukuk**).

More recently, in February 2024, the Bank issued U.S.\$130 million unsecured sustainable sukuk as a tap issuance of the April 2023 Sukuk with the same maturity and profit rate. In addition, in March 2024, the Bank issued U.S.\$1 billion unsecured sustainable sukuk with a five-year maturity and a profit rate of 5.047 per cent.

Maturity profile

The table below shows the maturity profile of the Group's non-equity funding as at 31 December 2023. This analysis is based on contractual undiscounted payment obligations and reflects when the funding is expected to be settled. All of the Group's demand deposits, call accounts and other customer accounts are repayable on demand.

	Less than 3 months	3 to 12 months	1 to 5 years	Over 5 years	No fixed maturity	Total
	<i>(SAR million)</i>					
Demand deposits and call accounts.....	—	—	—	—	352,107.8	352,107.8
Customers' time investments.	116,112.3	65,298.8	16,385.9	22,687.3	—	220,484.4
Other customer accounts	—	—	—	—	13,011.4	13,011.4
Due to banks and other financial institutions	59,243.6	29,123.9	12,339.9	655.7	568.8	101,931.9
Sukuk issued.....	—	—	4,548.1	—	—	4,548.1
Total funding.....	175,348.6	94,432.0	33,456.4	23,942.1	365,688.0	692,877.1

A significant proportion of the Group's non-equity funding disclosed in the table above as at 31 December 2023 is short-term in nature, with only 8.3 per cent. of such funding having a fixed maturity in excess of one year (on a contractual undiscounted payment obligations basis). See "*Risk Factors—Risks relating to the Bank and its ability to fulfil its obligations under the Transaction Documents—The Group is subject to the risk that liquidity may not always be readily available*".

Given the state-run and oil-driven nature of the domestic economy, the Group's deposit base is, at least in the near future, expected to remain concentrated by depositor type, namely Government and Government-related entities.

Equity funding

The Group's equity funding principally comprises ordinary share capital, the statutory reserve, retained earnings and, since 2022, tier 1 sukuk.

As at 31 December 2023, the Group's share capital amounted to SAR 40,000.0 million, comprising 4,000 million shares of SAR 10 each. As at the same date, its statutory reserve amounted to SAR 33,443.0 million and its retained earnings amounted to SAR 16,913.0 million.

On 22 January 2022, the Bank issued SAR 6.5 billion Fixed Rate Resettable Additional Tier 1 Capital Sukuk (the **SAR 6.5 billion Capital Sukuk**). The SAR 6.5 billion Capital Sukuk are perpetual securities in respect of which there is no fixed redemption date. The Bank has an option to redeem or call all of the SAR 6.5 billion Capital Sukuk on or after 23 January 2027 or any periodic distribution date thereafter, subject to the terms and conditions of the SAR 6.5 billion Capital Sukuk. The SAR 6.5 billion Capital Sukuk are recorded in the Bank's statement of income as equity. In addition, in November 2022, the Bank issued SAR 10 billion Additional Tier 1 Sukuk (the **SAR 10 billion Capital Sukuk**). The SAR 10 billion Capital Sukuk are perpetual securities in respect of which there is no fixed redemption date. The Bank has an option to redeem or call all of the SAR 10 billion Capital Sukuk on or after 26 November 2027 or any periodic distribution date thereafter, subject to the terms and conditions of the SAR 10 billion Capital Sukuk. The SAR 10 billion Capital Sukuk are also recorded in the Bank's statement of income as equity.

In accordance with the BCL and the Bank's Articles of Association, a minimum of 25 per cent. of the Bank's annual net income is required to be transferred to a statutory reserve until this reserve equals the paid up share capital of the Bank. The statutory reserve is not available for distribution.

The Bank's other reserves comprise an FVOCI reserve, a foreign currency translation reserve, an employee share plan reserve and a reserve for the actuarial losses or gains on employee end of service benefits. The Bank's other reserves amounted to a negative SAR 96.6 million as at 31 December 2023.

Financing

The Group's financing, net was SAR 594,204.8 million as at 31 December 2023.

The table below shows the composition of the Group's financing, net (which is held at amortised cost) as at 31 December in each of 2023, 2022 and 2021.

	Retail	Corporate	Total
	<i>(SAR million)</i>		
As at 31 December 2023			
Performing financing	431,198.6	167,434.2	598,632.8
Non-performing financing	1,454.4	2,843.5	4,297.9
Gross financing	432,653.1	170,277.7	601,930.7
Provision for financing impairment	(5,413.9)	(3,312.0)	(8,725.9)
Financing, net	427,239.2	166,965.6	594,204.8
As at 31 December 2022			
Performing financing	432,923.9	140,357.2	573,281.1
Non-performing financing	1,896.5	1,188.2	3,084.7
Gross financing	434,820.4	141,545.4	576,365.8
Provision for financing impairment	(4,804.4)	(3,223.3)	(8,027.7)
Financing, net	430,016.0	138,322.1	568,338.1
As at 31 December 2021			
Performing financing	369,450.7	89,568.1	459,018.7
Non-performing financing	1,500.1	1,510.0	3,010.1

	Retail	Corporate	Total
		(SAR million)	
Gross financing	370,950.8	91,078.0	462,028.8
Provision for financing impairment	(5,201.4)	(3,996.7)	(9,198.1)
Financing, net	365,749.3	87,081.3	452,830.6

The Group's financing is principally denominated in riyal, although financing is also extended in U.S. dollars, Malaysian ringgit, Jordanian dinar, Kuwaiti dinar, euro, UAE dirham and Japanese yen. The Group believes that there is only limited structural cross-currency exposure as most of its assets and liabilities are match-funded in currency terms. In addition, the Group hedges a part of its currency exposure using derivative contracts.

The Group's financing, net predominantly comprises retail financing and to a more limited extent corporate financing. The Group's financing is principally extended in the form of:

- **instalment financing**, where the Bank purchases a commodity or an asset and sells it to the customer based on a purchase promise from the customer with a deferred price payable by the customer that is higher than the cash price paid by the Bank;
- **mutajara finance**, where the Bank purchases a commodity or an asset and sells it to the customer based on a purchase promise from the client with a deferred price payable by the client higher than the cash price paid by the bank, accordingly the client becomes debtor to the Bank in the sale amount and for the period agreed in the contract; and
- **murabaha finance**, where the Bank purchases a commodity or asset and sells it to the customer at a price representing the purchase price paid by the Bank plus a profit known and agreed by the customer, which means that the client is aware of the cost and the profit separately.

Note 7(a) to each of the Financial Statements includes a table showing the breakdown of the Group's financing by type.

Distribution of the Group's financing, net by segment

The table below shows the distribution of the Group's financing, net by segment as at 31 December in each of 2023, 2022 and 2021.

	Retail	Corporate	SME	Financial institutions	Total
			(SAR million)		
As at 31 December 2023	427,239.2	133,782.5	31,328.0	1,855.1	594,204.8
As at 31 December 2022	430,016.0	111,307.4	25,508.0	1,506.7	568,338.1
As at 31 December 2021	365,749.3	70,935.7	15,861.6	284.0	452,830.7

The Group's financing, net portfolio is dominated by retail financing which comprised 71.9 per cent. of the total portfolio as at 31 December 2023, 75.7 per cent. as at 31 December 2022 and 80.8 per cent. as at 31 December 2021. Corporate financing and SME financing comprised 22.5 per cent. and 5.3 per cent., respectively, as at 31 December 2023, 19.6 per cent. and 4.5 per cent., respectively, as at 31 December 2022 and 15.7 per cent. and 3.5 per cent., respectively, as at 31 December 2021.

The table below shows the distribution of the Group's retail financing, gross by segment as at 31 December in each of 2023, 2022 and 2021.

	Personal	Mortgage	Automobile	Credit card	Total
	(SAR million)				
As at 31 December 2023	173,695.9	233,962.9	18,513.6	6,479.6	432,653.1
As at 31 December 2022	189,649.0	221,616.3	18,570.0	4,985.1	434,820.4
As at 31 December 2021	179,877.8	170,775.0	16,590.1	3,707.9	370,950.8

The Group's retail financing, gross principally comprises personal financing and mortgage financing, which comprised 40.1 per cent. and 54.0 per cent., respectively, of the total retail financing, gross as at 31 December 2023, 43.6 per cent. and 51.0 per cent., respectively, as at 31 December 2022 and 48.5 per cent. and 46.0 per cent., respectively, as at 31 December 2021.

Distribution of the Group's financing, net by maturity

The table below shows the distribution of the Group's financing, net on the basis of the remaining maturity as of the date stated to the contractual maturity date as at 31 December in each of 2023, 2022 and 2021.

	Less than 3 months	3 to 12 months	1 to 5 years	Over 5 years	No fixed maturity	Total
	(SAR million)					
As at 31 December 2023	45,783.5	75,074.1	234,929.8	238,417.4	—	594,204.9
As at 31 December 2022	40,035.7	76,926.6	224,588.1	226,787.8	—	568,338.1
As at 31 December 2021	37,545.5	61,436.8	189,946.2	163,902.2	—	452,830.7

As at 31 December 2023, 7.7 per cent. of the Group's financing, net fell due for payment in less than three months, 12.6 per cent. fell due for payment between three and 12 months, 39.5 per cent. fell due for payment between one and five years and the remaining 40.1 per cent. had a maturity in excess of five years.

Distribution of the Group's financing, net by geography

The table below shows the distribution of the Group's financing, net by geographic location of the customer as at 31 December in each of 2023, 2022 and 2021.

	Mutajara	Instalment sale	Murabaha	Credit cards	Total
	(SAR million)				
As at 31 December 2023					
Inside Saudi Arabia	140,729.6	427,074.0	14,976.6	5,700.7	588,480.9
Outside Saudi Arabia	2,128.5	5,542.9	6,755.6	22.9	14,449.9
Gross financing	142,858.1	432,616.9	21,732.2	5,723.6	602,930.7
Provision for financing impairment	(2,603.8)	(5,175.8)	(750.2)	(196.1)	(8,725.9)
Financing, net	140,254.3	427,441.0	20,982.0	5,527.6	594,204.8
As at 31 December 2022					
Inside Saudi Arabia	118,343.3	425,184.3	14,938.7	4,993.0	563,459.2
Outside Saudi Arabia	1,477.6	5,053.2	6,357.4	18.3	12,906.5
Gross financing	119,820.8	430,237.5	21,296.1	5,011.3	576,365.8

Provision for financing impairment	(3,214.4)	(4,616.1)	(56.5)	(140.7)	(8,027.7)
Financing, net	116,606.4	425,621.4	21,239.6	4,870.7	568,338.1
As at 31 December 2021					
Inside Saudi Arabia	68,293.3	367,098.2	12,111.0	3,709.9	451,212.5
Outside Saudi Arabia	1,379.0	4,880.0	4,550.6	6.7	10,816.3
Gross financing	69,672.4	371,978.2	16,661.6	3,716.6	462,028.8
Provision for financing impairment	(3,959.8)	(4,978.5)	(61.7)	(198.2)	(9,198.2)
Financing, net	65,712.6	366,999.7	19,149.5	3,518.4	452,830.7

The Group's financing is concentrated in Saudi Arabia, with 97.6 per cent. of its gross financing as at 31 December 2023 being extended within Saudi Arabia.

Distribution of the Group's financing, net by credit quality

The table below shows the distribution of the Group's financing, net by credit quality as at 31 December 2023, 2022 and 2021.

	Neither past due nor impaired	Past due but not impaired	Impaired	Total	Allowance for impairment	Financing, net
	(SAR million)					
As at 31 December 2023	585,649.6	12,983.2	4,297.9	602,930.7	(8,725.9)	594,204.8
As at 31 December 2022	562,006.0	11,275.1	3,084.7	576,365.8	(8,027.7)	568,338.1
As at 31 December 2021	449,653.8	9,364.9	3,010.1	462,028.8	(9,198.2)	452,830.7

Financing past due for less than 90 days is not treated as impaired, unless other available information proves otherwise. The categories "neither past due nor impaired" and "past due but not impaired" comprise total performing financing and the impaired category is considered to be non-performing financing. As at 31 December 2023, 0.7 per cent. of the Bank's total financing was non-performing.

Economic sector risk concentration of the Group's financing, net

The table below shows the concentration of the Group's financing, net by the economic sector in which the customer operates as at 31 December 2023.

	Performing	Non-performing	Allowance for impairment	Financing, net
	(SAR million)			
Government	33,772.7	—	—	33,772.7
Commercial	45,095.1	1,472.5	(760.1)	45,807.6
Industrial.....	36,869.7	1,011.0	(993.8)	36,886.9
Building and construction.....	7,812.4	10.0	(5.0)	7,817.3
Consumer	431,198.6	1,454.4	(876.8)	22,876.8
Services	22,724.2	318.9	(166.2)	22,876.8
Agriculture and fishing.....	1,489.5	0.9	(0.5)	1,489.9
Finance, insurance and investments.....	14,640.1	0.5	(0.3)	14,640.4
Others	5,030.5	29.7	(16.0)	5,044.2
Total.....	598,632.8	4,297.9	(2,818.7)	600,112.1

12-month and life-time ECL not credit impaired.....	—	—	(5,907.3)	(5,907.3)
Balance	598,632.8	4,297.9	(8,725.9)	594,204.8

The principal economic sector concentrations in the Group's financing are:

- consumer financing, which constituted 71.9 per cent. of the Group's total financing before ECL allowance and had a ratio of non-performing to total performing and non-performing consumer financing of 0.3 per cent. as at 31 December 2023. The Group's allowance for impairment in respect of its consumer financing represented 60.3 per cent. of its impaired consumer financing as at 31 December 2023;
- commercial financing, which constituted 7.5 per cent. of the Group's total financing before ECL allowance and had a ratio of non-performing to total performing and non-performing commercial financing of 3.2 per cent. as at 31 December 2023. The Group's allowance for impairment in respect of its commercial financing represented 51.6 per cent. of its impaired commercial financing as at 31 December 2023; and
- industrial financing, which constituted 6.1 per cent. of the Group's total financing before ECL allowance and had a ratio of non-performing to total performing and non-performing industrial financing of 2.7 per cent. as at 31 December 2023. The Group's allowance for impairment in respect of its industrial financing represented 98.3 per cent. of its impaired industrial financing as at 31 December 2023.

Investments, Net

The Group's investments portfolio comprises: (i) a portfolio of fixed income investments held at amortised cost, principally sukuk and murabaha with the Government and SAMA; (ii) a portfolio of mutual fund investments, structured products, sukuk and equity investments held at FVSI; and (iii) a portfolio of sukuk, equity investments and structured products held at FVOCI.

The majority (83.1 per cent. as at 31 December 2023) of the Group's investments are held at amortised cost, with a small proportion (2.7 per cent. as at 31 December 2023) being held at FVSI and the balance (14.2 per cent. as at 31 December 2023) being held at FVOCI.

The table below summarises the Group's investments, net as at 31 December in each of 2023, 2022 and 2021.

	As at 31 December		
	2023	2022	2021
	(SAR million)		
Investments held at amortised cost			
Murabaha with Government and SAMA	20,067.9	22,696.7	22,612.0
Sukuk	87,962.0	70,608.3	48,102.6
Structured products	2,941.6	1,033.9	1,000.0
Less: impairments (stage 1)	(70.2)	(43.3)	(31.8)
Total investments held at amortised cost	110,901.3	94,295.6	71,682.8
Investments held at FVSI			
Mutual funds	2,525.7	2,214.1	2,650.6
Structured products	785.2	737.6	788.8
Sukuk	122.4	159.6	32.7
Equity investments	118.8	156.6	—
Total FVSI investments	3,552.1	3,267.8	3,472.1

FVOCI investments			
Equity investments ⁽¹⁾	3,282.2	1,517.9 ⁽²⁾	6,697.6
Structured products	1,106.3	111.4	—
Sukuk ⁽²⁾	14,535.5	2,132.9 ⁽²⁾	2,285.9
Less: impairment (stage 1)	(1.8)	(0.2)	(0.3)
Total FVOCI investments	18,922.1	3,762.0	8,983.3
Investments, net	133,375.6	101,325.4	84,138.1

Notes:

- (1) Of which, SAR 2,360 million comprises tier 1 sukuk issued by other banks as at 31 December 2023.
- (2) In the 2023 Financial Statements, the Group reclassified SAR1,159.2 million sukuk held at FVOCI as at 31 December 2022 to equity investments at FVOCI. The equivalent figures for 31 December 2021 in the table above have been reclassified accordingly. The figures for equity investments at FVOCI as at 31 December 2022 and 31 December 2021 presented in the 2022 Financial Statements were SAR 358.7 million and SAR 5,148.9 million, respectively and the figures for sukuk at FVOCI as at 31 December 2022 and 31 December 2021 presented in the 2022 Financial Statements were SAR 3,292.0 million and SAR 3,834.6 million, respectively.

The Group's investments are split between quoted and unquoted securities, with 66.2 per cent. being quoted as at 31 December 2023 and 33.8 per cent. being unquoted. As at 31 December 2023, 91.0 per cent. of the Group's fixed income investments were considered to have a credit exposure equivalent to ratings of AAA to BBB-. A further 4.4 per cent. had a rating between BB+ and B+ and the balance were unquoted sukuk that were not rated.

As at 31 December 2023, SAR 20,559.9 million, or 15.4 per cent. of the Group's investments, were in non-Saudi entities.

The table below shows the composition of the Group's investments, net by counterparty as at 31 December in each of 2023, 2022 and 2021.

	As at 31 December		
	2023	2022	2021
	<i>(SAR million)</i>		
Government and quasi government	103,069.5	81,956.8 ⁽¹⁾	71,519.2 ⁽¹⁾
Banks and other financial institutions	16,217.5	8,280.4 ⁽¹⁾	1,821.4 ⁽¹⁾
Companies	11,635.0	8,917.7 ⁽¹⁾	8,178.9 ⁽¹⁾
Mutual funds	2,525.7	2,214.1	2,650.6
Less: Impairment (stage1)	(72.1)	(43.5)	(32.1)
Investments, net	133,375.6	101,325.4	84,138.1

Note:

- (1) In the 2023 Financial Statements, the Group reclassified SAR14,748.7 million investments classified as held at 31 December 2022 by government and quasi government entities between (i) banks and other financial institutions and (ii) companies. The equivalent figures for 31 December 2021 in the table above have been reclassified accordingly. The figures for investments held by government and quasi government entities as at 31 December 2022 and 31 December 2021 presented in the 2022 Financial Statements were SAR 96,705.5 million and SAR 71,519.2 million, respectively.

The figures for investments held by banks and other financial institutions as at 31 December 2022 and 31 December 2021 presented in the 2022 Financial Statements were SAR 1,931.0 million and SAR 1,821.4 million, respectively. The figures for investments held by companies as at 31 December 2022 and 31 December 2021 presented in the 2022 Financial Statements were SAR 518.4 million and SAR 8,178.9 million, respectively.

For information on the manner in which the fair value of the Group's investments is determined, see note 34 to the 2023 Financial Statements.

Capital Adequacy

Capital adequacy, financial leverage and the use of various levels of regulatory capital are monitored regularly by the Group's management and are also governed by guidelines of the Basel Committee on Banking Supervision (the **Basel Committee**) as adopted by SAMA.

The SAMA Basel III framework consists of three pillars:

- pillar 1, which provides a framework for measuring capital requirements for credit, operational and market risks;
- pillar 2, which relates to the supervisory review process and emphasises the importance of the internal capital adequacy assessment process (**ICAAP**) performed by banks; and
- pillar 3, which aims to complement the pillar 1 and pillar 2 capital adequacy requirements by requiring banks to provide a consistent and understandable disclosure framework which facilitates comparison, thus enhancing the safety and soundness of the banking industry in Saudi Arabia.

Under the Basel III framework, the minimum requirements for capital are underpinned by a leverage ratio that serves as a backstop to the risk-based capital measures. There are also buffer requirements in the form of a capital conservation buffer, a counter-cyclical capital buffer and an additional surcharge for banks designated as D-SIBs.

A key objective for the Group is to maximise shareholders' value with optimal levels of risk, whilst maintaining a strong capital base to support the development of its business and comply with externally imposed capital requirements. The Group adheres to SAMA's requirements by monitoring its capital adequacy and adopting both a capital forecasting process that ensures that pro-active action is taken where necessary and a strategy that ensures that a sufficient capital buffer above minimum required levels is maintained at all times.

As at 31 December 2023, the Group's tier 1 capital adequacy ratio (calculated according to Basel III standards for pillar 1) was 20.40 per cent. and its total capital adequacy ratio was 21.52 per cent. The Group has been designated as a D-SIB with an additional common equity tier 1 D-SIB surcharge of 0.5 per cent. Accordingly, the Group's total minimum pillar 1-based capital requirement as at 31 December 2023 is 11.0 per cent., which also includes a capital conservation buffer of 2.5 per cent.

The table below shows the Group's Pillar 1 risk-weighted assets, total capital and related ratios as at 31 December in each of 2023, 2022 and 2021.

	As at 31 December		
	2023	2022	2021
	(SAR million)		
Credit risk-weighted assets	471,038.1	454,047.0	385,415.2
Operational risk-weighted assets	38,443.2	42,282.3	37,798.8

	As at 31 December		
	2023	2022	2021
	(SAR million)		
Market risk-weighted assets.....	10,848.2	1,643.4	2,414.7
Total Pillar 1 risk-weighted assets.....	520,329.6	497,972.7	425,628.8
Tier 1 capital	106,152.0	100,932.3	69,646.1
Tier II capital	5,846.9	5,675.6	4,817.7
Total capital.....	111,998.9	106,607.9	74,463.8
Capital adequacy ratio	(per cent.)		
Tier 1 capital ratio.....	20.40	20.27	16.36
Total capital ratio	21.52	21.41	17.50

The increase in the Group's capital adequacy ratios in 2023 reflected the fact that the Group's increase in capital (in percentage terms) was slightly higher than its increase in risk-weighted assets. The principal driver of the Group's increase in capital was its higher retained earnings reflecting the fact that there was a bonus issue of shares in 2022 that reduced the Group's retained earnings in that year.

The increase in the Group's capital adequacy ratios in 2022 reflected the significantly higher increase in the Group's total capital (in percentage terms) than the increase in its risk-weighted assets, driven by its issue of tier 1 sukuk in January and November 2022.

The Bank's Basel III leverage ratio, which is calculated in accordance with the Basel III leverage ratio and disclosure requirements was 12.5 per cent., 12.7 per cent. and 10.9 per cent. as at 31 December in each of 2023, 2022 and 2021, respectively. The required leverage ratio for the Bank is 3.0 per cent.

Contingent Liabilities and Commitments

The Group has credit-related contingent liabilities in respect of funding commitments it has made, as well as in relation to letters of credit, guarantees and acceptances issued by it. The table below shows these contingent liabilities and commitments as at 31 December in each of 2023, 2022 and 2021.

	As at 31 December		
	2023	2022	2021
	(SAR million)		
Letters of credit.....	7,373.1	7,551.4	5,213.2
Acceptances	1,822.8	1,798.3	857.6
Letters of guarantee.....	22,703.3	14,903.0	7,731.6
Irrevocable commitments to extend credit	12,275.6	15,624.1	11,284.9
Total	44,174.9	39,876.7	25,087.2

Note 18(c) to each of the Financial Statements sets out a maturity analysis of the Group's credit-related contingent liabilities and commitments. The majority are short-term in nature with 98.7 per cent. expiring within one year as at 31 December 2023.

The Bank also has capital commitments relating to (i) contracts for computer software update and development and (ii) to building new workstations and the development and improvement of new and existing branches which amounted to SAR 1,156 million and SAR 407 million, respectively, as at 31 December 2023.

The Group is also party to legal proceedings in the ordinary course of its business. The Bank was named as one of many defendants in certain lawsuits initiated in the United States commencing in 2002. The Bank was successful in defending the claims, all of which were finally dismissed by the relevant courts. With respect to new lawsuits commencing in 2016, however, the most recent dismissal was reversed by the court of appeals to permit limited jurisdictional discovery, which commenced in 2021. The Bank's management believes that the claims will be defended successfully, although there are inherent uncertainties in litigation.

Derivative Financial Instruments

In the ordinary course of business, the Group utilises profit rate swaps for cash flow hedging purposes. The Group also offers profit rate swaps and foreign exchange derivative products to customers to hedge their risks.

These derivative financial instruments are initially recognised at fair value on the date on which the derivative contract is entered into. These instruments are recorded as assets where the fair value is positive and as liabilities where the fair value is negative. Fair values are obtained by reference to quoted market prices, discounted cash flow models and pricing models as appropriate.

Note 39 to the 2023 Financial Statements contains a table which shows the notional amounts and the positive and negative fair values of the Group's derivative financial instruments analysed by the term to maturity. The notional amounts, which provide an indication of the volumes of the transactions outstanding at the year-end, do not necessarily reflect the amounts of future cash flows involved. These notional amounts, therefore, are neither indicative of the Bank's exposure to credit risk, which is generally limited to the positive fair value of the derivatives, nor market risk.

Related Party Transactions

In the ordinary course of business, the Group conducts transactions with its subsidiaries and associates, as well as with certain of its directors, shareholders, senior management and companies in which they have a significant interest. Related party transactions are governed by limits set by the BCL and regulations issued by SAMA and are performed on an arm's length basis.

See note 35 to the 2023 Financial Statements and note 34 to the 2022 Financial Statements for further information.

BUSINESS DESCRIPTION OF THE BANK

Overview

The Bank is the world's largest Islamic bank in terms of both assets and market capitalisation as at 31 December 2023. The Bank offers only Islamic products and services. Based on publicly disclosed information, as at 31 December 2023, the Bank had the largest customer base among all Saudi banks (at 15.8 million customers, of which 12.6 million were active digital users as at 31 December 2023) and the largest banking network in the Middle East, with 509 branches, 4,552 ATMs, 601,153 POS terminals and 142 remittance centres. As at the same date, the Group also had a wholly-owned banking subsidiary with 13 branches in Malaysia and two wholly-owned foreign branches, one in Jordan (with 10 branches) and one in Kuwait (with two branches).

The Group operates through four business segments:

- retail banking, where, based on publicly disclosed information, it is the leading retail bank in the Middle East in terms of retail deposits and retail income as at 31 December 2023;
- corporate banking;
- treasury; and
- investment services and brokerage, which comprises the consolidated securities, brokerage and asset management activities of its wholly-owned subsidiary, ARC.

The Group's business is diversified across retail and corporate banking, SME banking, treasury operations and international business. It provides clients with innovative products and services that combine Islamic values with modern commercial requirements. The Group also provides micro consumer and SME financing services (through its wholly-owned subsidiary, Emkan Finance Company (**Emkan**)).

In 2023, the Bank announced its new Harmonise the Group strategy for the 2024 to 2026 period. The strategy continues to be customer focussed and aims to build on the achievements and foundations of the Bank's 2021 to 2023 Bank of the Future strategy.

As at 31 December 2023, the Group had total assets of SAR 808,098.3 million, total customers' deposits of SAR 573,100.6 million and total equity of SAR 106,759.4 million. As at 31 December 2023, the Group's tier 1 and total capital adequacy ratios, calculated in accordance with Basel III as implemented in Saudi Arabia, were 20.40 per cent. and 21.52 per cent., respectively.

In 2023, the Group had total operating income of SAR 27,531.4 million and net income for the year of SAR 16,621.2 million. In 2022, the Group had total operating income of SAR 28,575.0 million and net income for the year of SAR 17,150.8 million.

The Bank's long-term corporate ratings are "A-" with a stable outlook from S&P, "A-" with a stable outlook from Fitch and "A1" with a stable outlook from Moody's.

History

The Bank is a Saudi Joint Stock Company formed pursuant to Royal Decree No. M/59 and Article 6 of the Council of Ministers' Resolution No. 245, both of June 1987.

The Bank was established as an exchange house in 1957 and converted to a Bank in 1988 under the name Al Rajhi Banking and Investment Corporation. In 2006, the Bank changed its branding to Al Rajhi Bank.

The Bank's head office and registered office is 8467, King Fahd Road – Al Muruj District, Unit No. 1, Riyadh 12263 – 2743, Saudi Arabia and the switchboard telephone number is +966 9 20003344 (Saudi Arabia) / +966 1 14603333 (International).

Competition and Competitive Strengths

Competition

Based on SAMA's website as at 3 April 2024, there are 27 commercial banks operating in Saudi Arabia, of which 11 are local banks incorporated in Saudi Arabia. Of the remaining 16 operating banks, six are branches of banks based in countries of the GCC other than Saudi Arabia and 10 are branches of banks based elsewhere. Seven other international banks (including two in the GCC) have been licensed but are yet to commence operations under their licences and three other banks have been licensed as digital banks but are yet to commence operations under their licences, although two digital banks are currently in a pilot phase of operations. All 11 Saudi banks provide a broad range of retail and wholesale banking products and services. Four banks, including the Bank, provide Shari'a-compliant products and services only. The remaining banks provide a combination of Shari'a-compliant and conventional banking products and services.

All segments of the financial services markets in Saudi Arabia are highly competitive. Both the consumer and corporate banking markets in Saudi Arabia include a range of local and international participant banks. The Bank is a major participant in all segments and competition arises across all products and services. The Bank's primary competitors are Saudi National Bank, Arab National Bank, Banque Saudi Fransi, Riyadh Bank and Saudi Awwal Bank.

As at 31 December 2023 and based on publicly available information and non-public Saudi Credit Bureau (**SIMAH**) reports, the Bank:

- had the largest customer base and banking network of all banks operating in Saudi Arabia;
- conducted the most banking transactions in Saudi Arabia, at an average of 866 million per month in 2023; and
- had leading market positions in personal financing (at 41.0 per cent.), mortgages (at 41.3 per cent.) and auto financing (at 43.7 per cent.).

Competitive strengths

Management believes that the Bank's competitive strengths are:

Intellectual capital

Its intellectual capital which sets it apart from the competition and impacts its total market value. This capital encompasses intangibles that provide the Bank with a competitive advantage, future readiness, and the ability to meet stakeholder expectations. It comprises the Bank's integrity and business ethics, corporate culture, systems and processes, intellectual property, capacity to innovate, accumulated knowledge and expertise, brands and relationships, none of which are reflected on the Bank's balance sheet.

Strongest domestic retail business with a large, stable retail customer base

Its retail business, which is the strongest in Saudi Arabia, based on the Bank having the largest banking network, the highest number of banking transactions, the highest retail assets and the most retail customers and its leading market positions in personal financing, mortgages and auto finance, in all cases based on non-public SIMAH reports as at 31 December 2023.

The Bank has an existing active customer base of approximately 15.8 million customers as at 31 December 2023, which provides the Bank with access to a large and stable deposit base with a variety of maturity and re-pricing profiles. The Bank's ratio of demand, call and other deposits to total deposits is one of the highest in Saudi Arabia, giving it access to a significant source of inexpensive funding. The Bank is able to capitalise on this strong customer base to cross-sell products and services across its businesses.

The Group's retail reporting segment contributed 62.9 per cent. of its total operating income and 48.4 per cent. of its income before zakat in 2023.

Strong brand equity

The Bank's brand power score was 36.9 in 2023, which is the highest among all the banks operating in Saudi Arabia. The brand power score is based on an ongoing brand health tracker undertaken by an independent market research company on behalf of the Bank.

Based on the BrandZ 2023 report by Kantar group, the Bank was ranked first in the Saudi Arabian banking industry. The Bank also was ranked fourth in the top 50 most valuable brands in Saudi Arabia, the highest among banks in Saudi Arabia according to the 2023 report by Brand Finance.

Largest banking network in Saudi Arabia

The Bank has the largest banking network in Saudi Arabia (with 27 per cent. of all bank branches, 29 per cent. of all ATMs, 35 per cent. of all POS terminals and 27 per cent. of all remittance centres based on SAMA monthly statistics) as at 31 December 2023. It also has strong alternative distribution channels, such as telephone and internet banking, mobile phone systems, smart phone and tablet applications and SMS messaging, which enable it to service its existing customer base and attract new customers.

Strong capitalisation

The Group's tier 1 and total capital adequacy ratios were 20.40 per cent. and 21.52 per cent., respectively, as at 31 December 2023, which exceeds the Bank's minimum Pillar 1-based capital ratio requirement of 11.0 per cent. as at the same date. The Bank believes that the Group's capital buffers are sufficiently solid to withstand possible credit-related losses, even under an adverse scenario. The Bank conducts regular stress tests in line with its internal policies and in compliance with applicable regulatory requirements. These tests are performed in relation to all quantified risks and are designed to evaluate the Group's ability to withstand the effects of a range of both improbable but plausible scenarios. The Bank believes that the strength of its balance sheet and its robust capital and liquidity position give it operational and financial flexibility and enable it to optimise its return on equity.

Solid funding and liquidity position

The Group has a solid funding and liquidity profile, supported by a well-established local deposit franchise. The Group has consistently maintained low financing to deposit ratios (in the range of 79.9 per cent. to 82.9 per cent. in the last five years). The proportion of its demand, call and other customers' deposits to its total customers' deposits was 63.7 per cent. as at 31 December 2023. The Group benefits

from the fact that its customers' deposits are a stable source of funding which are sourced from mass retail and private customers, SMEs, public institutions and large corporates. These strengths are, however, moderated by relatively high deposit concentrations, a feature common to all Saudi banks. The bulk of such concentrations relate to Government and quasi-Government institutions, which have also historically been stable. See *“Risk Factors—Risks relating to the Bank and its ability to fulfil its obligations under the Transaction Documents—The Group’s financing, net, investment securities portfolio and customers’ deposits are concentrated in Saudi Arabia”* and *“Risk Factors—Risks relating to the Bank and its ability to fulfil its obligations under the Transaction Documents—The Group has significant customer and sector concentrations”*. The Group also has limited reliance on market funding.

The Bank believes that the Group's robust liquidity profile positions it to withstand short-term deposit volatility. The Group's regulatory financing to deposits ratio was 82.9 per cent. as at 31 December 2023, which provides it with scope to further expand its financing before it reaches the regulatory maximum financing to deposits ratio of 90.0 per cent.

Product innovation

The Bank has designed innovative Shari'a-compliant products for its retail and corporate customers, including real estate financing products, personal financing products and auto-lease products. All consumer financing products at the Bank are approved by the Bank's Shari'a Committee prior to their launch. These products reflect significant collaborative work between the Bank's Shari'a and business groups.

In addition, the Bank believes that its ability to respond rapidly to changing customer needs with innovative solutions and best in class digital offering (for example, the Bank's mobile application has one of the highest user ratings when compared to other mobile applications in Saudi Arabia), provide it with a strong competitive advantage.

Experienced Saudi management team

The Bank has a strong and experienced 15-member executive management team which has extensive knowledge of the banking sector in Saudi Arabia and the wider MENA region and significant experience in leading international financial institutions. Its 11-member Board of Directors (the **Board**) also has significant experience, with the Chairman being a former Chief Executive Officer (**CEO**) of the Bank and the Vice Chairman having been a Deputy CEO at the CMA.

Value Creation Model and Strategy

Value creation model

The Bank's management believes that its value is driven by its vision and mission, engagement with stakeholders and integrated thinking and strategy.

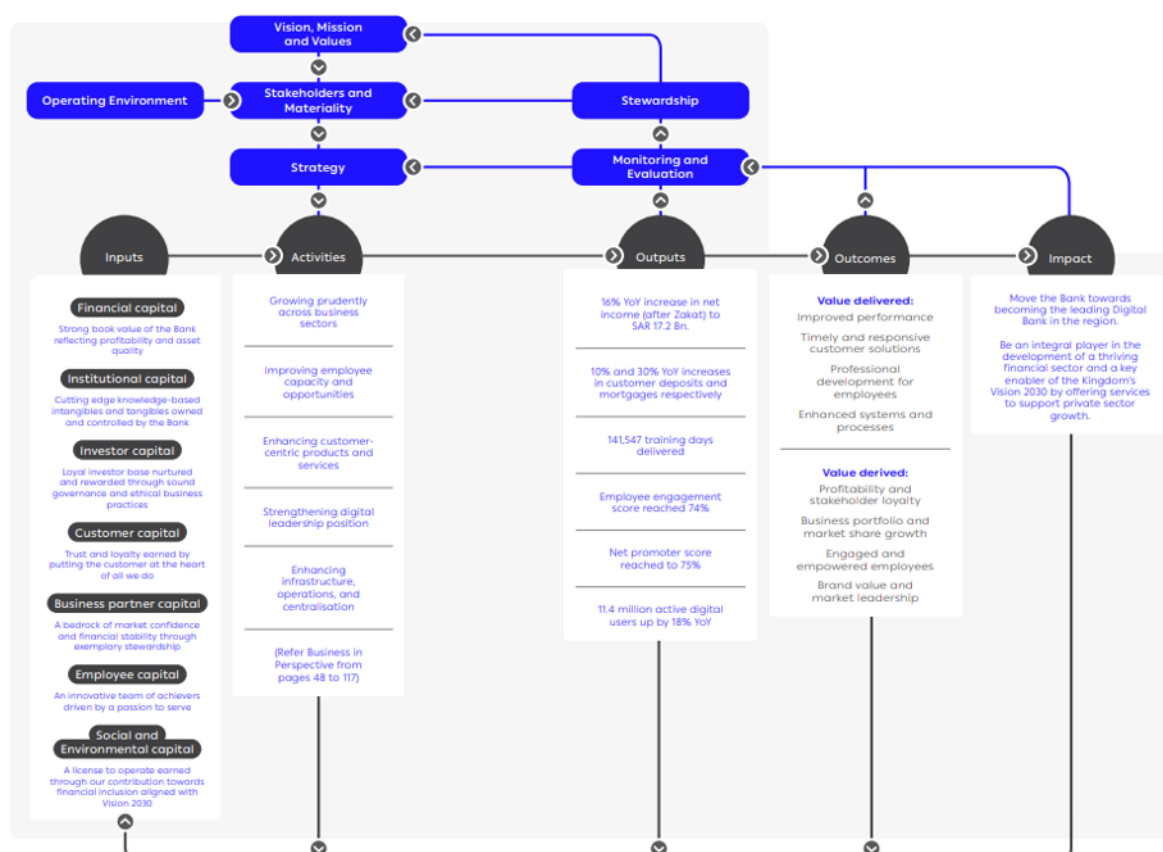
The Bank's future earnings are driven by value derived from and delivered to stakeholders. The Bank creates value in this manner sustainably over time as it continues to build and strengthen relationships with its key stakeholder groups. The Bank considers these stakeholder groups to be forms of capital.

In addition to financial capital and institutional capital, other capitals include investor capital, customer capital, business partner capital, employee capital, Government and regulator capital and social and environmental capital. Together these capitals provide the inputs for the Bank's activities enabling delivery of value to and the derivation of value from stakeholders over time.

The Bank's system for transforming input capitals through business activities into outputs, outcomes and impact is illustrated in the value creation model below. Each segment that follows inputs is part of a results chain that represents value creation in the current-, short-, medium- and long-term, respectively.

The business drivers and the results chain described above are complemented by events and trends in the internal and external operating environment, good governance and risk management practices, and the ongoing monitoring and evaluation of the Bank's performance in the current-, short-, medium- and long-term. Despite the nature of the value creation process – where the capitals are constantly rising, falling or being preserved – the Bank remains focused on increasing the overall stock of capital.

The diagram below illustrates the Bank's value creation model.



The Bank is committed to fulfilling its vision to be a trusted leader delivering innovative financial solutions to enhance the quality of life of people everywhere. Its mission is to be the most successful bank admired for its innovative service, people, technology, and Shari'a-compliant products, both locally and internationally.

Strategy

The Bank's management believes that the Government's Vision 2030 is providing significant growth opportunities across Saudi Arabia as the move from public to private sector gathers pace, bringing with it significant opportunities for growth in financial services. The Government has indicated that the Public Investment Fund (the **PIF**) will increase capital investment in the Saudi economy, including through mega-projects and by accelerating the privatisation of Government entities. The Government's

Financial Sector Development Programme, which contributes towards Vision 2030, is designed to allow financial institutions to support private sector growth without compromising stability. Business groups across the Bank are looking to make the most of this increased focus on the private sector by expanding their range of solutions beyond traditional transactional banking services. The increasing penetration of banks, greater demand for housing and better credit reporting within Saudi Arabia allow for strong credit growth potential for both the retail and SME customer segments. Meanwhile, Government investments are opening up opportunities for the corporate banking sector and the growing sukuk market is providing greater opportunities for treasury services.

The Bank successfully executed its Bank of the Future strategy, delivering each of the stated objectives over the 2021-2023 strategy cycle. The Bank maintained its leadership in retail whilst improving its corporate banking product range and market rank. It created a differentiated business model in Saudi Arabia through acquiring and establishing subsidiaries, including leading finance and payments companies, which helped to deliver the strategy, build a full-service group and significantly increase the Bank's market share and customer satisfaction ratings.

Emkan, a digital finance company launched in 2020, is now the leading finance company in Saudi Arabia in terms of financing book market share. International Digital Solutions Company (**Neoleap**), a payments company, is strengthening its leading market share in POS, merchant acquiring and payments processing in Saudi Arabia. The Group's operations and contact centres have been consolidated and automated in a new company, Management and Development for Human Resources Company (**Tanfeeth**), and Tudor Real Estate Company (**Tudor**) has also consolidated the Group's real estate servicing operations. As the largest financier in Saudi Arabia, the Bank has established its own financial registration company, Tawtheeq Company (**Tawtheeq**), which has delivered efficiencies of scope and scale. Further, the acquisition in 2022 of Ejada, the leading IT services company in the MENA region, has materially improved the Group's IT development capabilities and speed to market.

The Bank now offers a full universal bank product range to its customers across all their needs in consumer banking, business banking, wealth management and insurance, supported by centralised and efficient operations, leading digital capabilities and fully refreshed infrastructure. It has the largest retail customer base in Saudi Arabia, with a conservatively managed balance sheet, which provides a strong platform to underpin growth in the new 2024-2026 strategy.

Reflecting the Group's strong platform for future growth with its differentiated, scalable, efficient business model, the Bank's Harmonise the Group strategy for 2024-2026 will continue to be customer focused and will build on the achievements and foundations of the Bank of the Future strategy, including the delivery of a broader and more efficient set of businesses that meet more of the needs of the Group's customers, create greater efficiency, defend against competitive threats and enhance the Group's capabilities.

The three primary objectives of the Group's new strategy are to:

Deepen customer relationships which will increase and diversify sources of revenue and help retain customers. This will require meeting more needs of retail customers, growing corporate/SME and investment banking and building customer centric eco-systems, bringing all of the Group's products and selected third party products and services together to create solutions for the customers;

Increase focus on fees and higher net profit margin, which will require entering and growing new segments as well as providing a full range of fee generating solutions to corporate clients; and

Leverage group scale and efficiency to sustain market leading cost to income ratio and ensure continued provision of excellent customer experience, which will require maximising the benefit from centralised IT and operations, extending leading digital capabilities across the Group and using the large Saudi Arabian branch network to help sell the full range of the Group's solutions to all of its customers.

The new strategy has been designed to enable Group-wide customer focus across four key opportunities: business to consumer (**B2C**); business to business; support businesses; and digital & data, as well as ensuring appropriate focus on engaging the Group's key stakeholders, as illustrated in the chart below.



Business to consumer

By aligning solutions from the retail bank and Emkan, the consumer focused Urpay wallet from Neoleap, relevant investment products provided by ARC and appropriate consumer insurance products provided by the Bank's associate, Al Rajhi Company for Cooperative Insurance Takaful (**AR Takaful**), a full suite of Group products and solutions will be brought to the B2C customers across the Group. The Bank has revamped its approach to segmentation to identify segments where the Group is relatively under-represented, as well as new segments that are growing, to highlight opportunities by product type to take advantage of growth opportunities. Value propositions will be created for target B2C segments to grow share of wallet, using the full range of the Group's products and services supported by digital delivery and data capabilities.

Business to business

The Bank has built a full range of solutions for its clients including trade finance, payments, foreign exchange, derivatives, cards, payroll and cash management in addition to financing. The Bank will now work on deepening these relationships by bringing these solutions to client specific needs to earn a 'main bank relationship' with them. This initiative is expected to contribute to an increase in fee income and overall profitability. This growth is underscored by the Group's advancement in the Saudi corporate banking financings market, where the Group has ascended from the seventh to the third position in terms of the corporate financing portfolio within the last three years.

Vision 2030 is creating significant investment opportunities for both domestic and international entities. The Bank will position itself as a leading intermediary between Vision 2030 investment and domestic and international sources of capital to grow its investment banking business using its corporate banking capabilities together with ARC and the Treasury group to provide a range of solutions.

Finally, building on its existing SME focus, the Bank will focus on growing its SME base using tailored solutions, leveraging the Bank's offering together with products from AR Takaful, ARC, Emkan and Neoleap as well as solutions from third-party partners and alliances to build a full SME eco-system for its clients and help to further grow its SME market share.

Support businesses

During the 2021-2023 strategy period many of the Group's core applications were upgraded or replaced with contemporary digital platforms. The focus in IT now is to centralise and standardise many of the core functions that are required across the Group. Examples include centralised testing, Group command centre and service desk and the migration of applications to the Cloud.

Having successfully migrated most of the core operations processes from the Bank and other subsidiaries to Tanfeeth and centralised and upgraded the Group's contact centres, the Group will continue re-engineering and automating these processes to help further reduce cycle times and cost of operations as well as enabling scale. Similarly, applying centralisation and value engineering to both Tudor and Tawtheeq should realise further benefits through improved cost savings.

Digital & data

Capitalising on its digital achievements during the previous strategy period, the Bank's goal is to leverage its 'Digital Center of Expertise' across the Group and also digitally enable multi-product solutions to target segments, making them easy to buy and sell online and supporting them with relevant and timely data driven marketing.

The Bank aims to use data to support Group-wide customer journeys and improve cross-sales through data insights and real-time communications. It will leverage machine learning and generative artificial intelligence (**AI**) to maximise both value and customer experience. Having already created big data and real time marketing capabilities together with the application of AI, the Group will actively work on additional use cases to extend these capabilities in support of operational efficiency, new product development, customer experience and risk management.

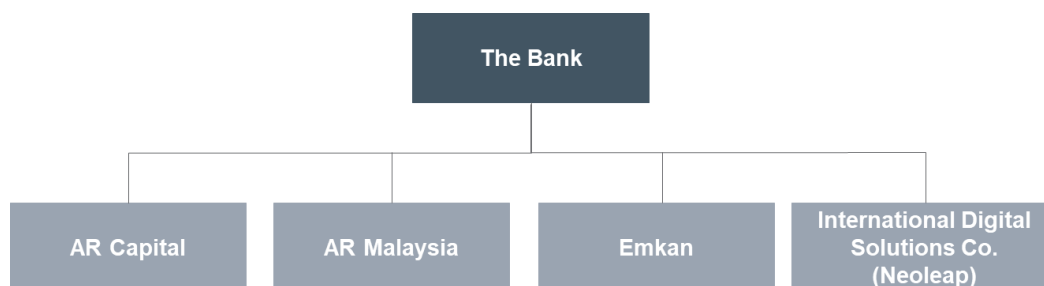
Stakeholder engagement

The Bank recognises the importance of constructively engaging and supporting its key stakeholders. For customers, the Bank will continue to strive to be the leading service provider in the banking sector in Saudi Arabia and provide world class levels of service and convenience. For its staff, the focus will be on both engagement through creating a great working environment and continually developing and upgrading their skills, so they can enjoy rewarding and fulfilling careers. For regulators and the communities in which the Group operates, it aims to be a leader in financial conduct and to actively participate in environmental, social and governance (**ESG**) activities.

The Bank continues to make significant progress in engaging its most valued customers through the Mokafaa loyalty programme. The aim of the programme is to provide a rewarding loyalty experience for customers across Saudi Arabia, with members able to earn Mokafaa points across a range of the Bank's products and services which can then be redeemed or shared with friends and family. The total number of Mokafaa members now stands at over 14.7 million, with over 2.4 million members having joined the programme in 2022 and a further 8.5 million in 2023. The Mokafaa programme has helped the Bank to boost customer engagement rates, with members now able to redeem their Mokafaa points in-store with 210 major merchants in Saudi Arabia.

Group Structure

The chart below sets out details of the Bank and certain of its material subsidiaries in terms of assets described elsewhere in this document as at the date of this Offering Circular. All of these subsidiaries are wholly owned.



In addition, the Bank has a 35.0 per cent. shareholding in AR Takaful. The Bank has no representative offices.

Shareholders

No shareholder owned more than 5.0 per cent. of the Bank's share capital as at 31 December 2023.

Sustainable Finance Framework

From time to time and pursuant to the Programme, the Bank may procure the Trustee to issue Sustainable Certificates in respect of which it will apply the equivalent amount to fund and/or refinance, in whole or in part, a portfolio of Eligible Sustainable Projects as set out in the Bank's Sustainable Finance Framework.

The Sustainable Finance Framework envisages that the Sustainable Certificates may comprise Certificates where the equivalent amount is used to finance and/or refinance either eligible green projects or eligible social projects as described below.

Eligible green projects comprise:

- (i) investments in projects related to the production, transmission and storage of renewable energy from renewable energy sources, including solar, wind, green hydrogen and green ammonia, biofuels produced from waste sources, or biomass; or
- (ii) investments in projects that reduce energy consumption and/or upgrade in grid infrastructure to improve efficiency or reduce losses in electricity transmission and/or upgrade older generation telecommunications infrastructure and networks to 5G; or
- (iii) investments in projects related to construction, upgrades, renovations or improvements for the transportation and treatment of wastewater and/or in projects that increase water-use efficiency and/or in projects related to water desalination plants powered by reverse osmosis technology; or
- (iv) investments in projects related to construction, upgrade and renovation of facilities for collection, sorting, processing and conversion and treatment of waste; or
- (v) investments in projects related to sustainable forestry practices that are certified in accordance with the Forest Stewardship Council or Programme for the Endorsement of Forest Certification; or
- (vi) investments in projects related to low carbon vehicles and associated infrastructure for public, passenger and freight transportation and/or in projects supporting the deployment of electric vehicles or charging infrastructure; or

- (vii) investments in projects related to acquisition, development, construction and refurbishment of green buildings or data centres.

Eligible social projects comprise:

- (i) financing and/or refinancing of facilities to micro, small and medium enterprises (**MSMEs**) and microfinance clients and/or providing supportive measures to these clients, including extension of payment periods and exemption of facility fees during natural disasters and pandemics; or
- (ii) investments in projects related to financing and/or refinancing Government-supported or Government-subsidised mortgages in partnership with mortgage financing programmes for the provision of affordable housing and/or projects related to the development and construction of homes under such programmes; or
- (iii) investments in projects related to the construction or expansion of hospitals and schools that provide not-for-profit, free or subsidised healthcare and education, including Government-owned public-private partnerships for the provision or distribution of healthcare equipment and public services, infrastructure for the provision of emergency medical response and disease control services or the provision of child, youth or adult education and vocational training services.

The equivalent amount in relation to Sustainable Certificates will not be allocated to projects where the majority of revenues are derived from fossil fuels, nuclear power generation, conflict minerals, weapons, gambling, vaping, tobacco, alcohol, mining and/or oil and gas.

The proceeds of each issue of Sustainable Certificates will be deposited in the Bank's general funding accounts and earmarked for allocation towards the Eligible Sustainable Projects using the Sustainable Finance Register. Any proceeds temporarily unallocated will be invested according to the Bank's standard liquidity policy in cash or cash equivalents.

The Bank intends to allocate the equivalent amount of each issue of Sustainable Certificates to refinance Eligible Sustainable Projects within three years of the date of issuance and expects that the equivalent amount of each issuance of Sustainable Certificates will be fully allocated within two years of the date of issuance. The Bank will, where possible, disclose to investors the expected share of financing versus refinancing for any Sustainable Certificates.

On an annual basis, the Bank will publish on its website an allocation report and an impact report on its Eligible Sustainable Projects. This reporting will be updated annually until full allocation of the net proceeds of any Sustainable Certificates issued, or until the Sustainable Certificates are no longer outstanding.

The Bank has appointed S&P to provide an external review on its Sustainable Finance Framework and confirm its alignment with the ICMA Green Bond Principles published by the International Capital Markets Association from time to time (which, as at the date of the Second Party Opinion, are the Green Bond Principles 2021) and other relevant benchmarks. This opinion will also be made available on the Bank's website.

None of the Sustainable Finance Framework or the ICMA Green Bond Principles or any of the above reports, verification assessments or the contents of any of the above websites are incorporated in or form part of this Offering Circular.

Business

Overview

The Group has four principal reporting segments which correspond to its core businesses. These are:

- **Retail:** The retail business provides banking services, principally financing and deposit taking to individuals and affluent customers in Saudi Arabia.
- **Corporate:** The corporate business provides banking services, including credit-related and financing products and deposit taking, cash management, digital payment solutions, trade finance and treasury services to corporate clients in Saudi Arabia, including SMEs and micro-and small businesses (being businesses with turnover up to SAR 100 million per year) (**MSBs**). In addition, private banking, which provides wealth management services and financing to the Bank's private banking customers, is also managed under the corporate business;
- **Treasury:** The treasury business provides services, including various Islamic rate hedging products, Islamic foreign exchange products as well as structured investment solutions to its clients. In addition to these client product offerings, the treasury business also manages the Group's investment portfolio and balance sheet; and
- **Investment services and brokerage:** The investment service and brokerage business provides wealth management, asset management and shares brokerage services (local, regional and international), principally through ARC.

The table below shows certain income statement and statement of financial position financial data for each of the Group's reporting segments as at, and for the year ended, 31 December 2023.

	Retail	Corporate	Treasury	Investment services and brokerage	Total
			(per cent.)		
Year ended 31 December 2023					
Total operating income	62.9	27.4	5.6	4.1	100.0
Income before zakat	48.4	39.8	6.6	5.2	100.0
As at 31 December 2023					
Total assets	56.4	20.6	22.2	0.9	100.0
Total liabilities	41.9	38.7	19.2	0.2	100.0

Retail

Overview

The Bank's retail banking business focuses on the provision of private, affluent banking and mass consumer banking services, including savings and protection products provided through AR Takaful.

The Bank's retail banking business, which accounted for 62.9 per cent. of the Group's total operating income and 48.4 per cent. of its income before zakat in 2023, comprises:

- consumer banking, which delivers sales and service through the branch network, manages the complete product suite of liabilities, residential finance, personal finance, cards and auto lease; and
- affluent banking, which delivers sales, service and advice to affluent banking customers.

These operational businesses are supported by a retail operations unit that manages the delivery of product fulfilment, customer care, collections and operational administration and a retail strategy and analytics unit that enables all retail businesses with strategy development, marketing services, sales analytics and customer analytics.

Personal banking is highly competitive in Saudi Arabia, with the Bank's main competitors being Saudi National Bank, Bank Albilad, Saudi Awwal Bank, Alinma Bank and Riyadh Bank. The Bank distinguishes itself from its competitors through its reach, product development expertise, solid balance sheet, brand value, customer loyalty, a strong digital offering, network reach, customer experience, agile delivery and holistic approach to providing banking services across all client segments and businesses. As at 31 December 2023, the Bank was the largest local bank in Saudi Arabia in terms of consumer financing and had a 41.0 per cent. market share of total performing consumer financing among local banks in Saudi Arabia (source: SIMAH reports).

Consumer banking

The Bank's consumer banking customers are served through its branch network and alternative channels. As at 31 December 2023, the Bank had the largest banking branch network in Saudi Arabia at 509 branches.

In 2023, the Bank conducted approximately 60 per cent. of its financial transactions with its retail customers through its alternative distribution channels, comprising telephone and digital banking, smartphone and tablet applications. These channels enable the Bank to deliver many of its products in a more secure, cost-effective and user-friendly manner, often using the customer's own hardware.

The Bank offers a broad suite of consumer banking products to customers. The key products offered are:

- personal finance, which is offered primarily on the basis of an assignment of the customer's salary, although the Bank also offers personal finance without a salary assignment (through new financing, refinancing, top up, payment holiday and service-based products) and, in line with the digitisation objectives of the Bank, personal finance is available through the alternative distribution channels, thereby facilitating end-to-end financing digitally;
- deposit solutions, including savings accounts, time deposits and structured deposits, with a focus on overseeing overall deposits and closely monitoring current and saving accounts. In 2023, the Bank introduced three new saving options which proved successful and it is committed to bringing new products and services to its customers in the next few years;
- a full range of card products, including debit, credit and pre-paid cards, with loyalty features to attract and retain customers, as well as categories catering to all customer segments served by the Bank. Card products are designed to meet customer needs and include Al Rajhi credit cards that benefit from the Bank's Mokafaa loyalty programme, and a Travel Plus credit card, which offers customers competitive foreign exchange rates as well as travel and lifestyle benefits to assist overseas travel. The Bank's digital cash back card offers customers cash back of up to one per cent. on all transactions made using the card, allows customers to access the card immediately through the Bank's mobile application and can be used with Apple Pay;

- residential finance, which is offered through mortgage specialists at the Bank's branches and alternative channels. A full range of product solutions is offered, which includes financing, equity release, multi-family dwelling, near-completion projects, construction finance, off-plan finance, "land loan" finance and top up finance (refinancing). The Bank also co-operates with the Real Estate Development Fund and the Ministry of Housing as part of Saudi Arabia's housing programme. The Bank aims to grow its market share in real estate financing through an emphasis on customer-focused mortgage planning (which involves guiding customers through the mortgage and financing process) and partnerships with property brokers and developers; and
- auto lease for individual customers. This involves the Bank, at the request of the customer, acquiring a car of the customer's choice and leasing it to the customer for a maximum period of five years. The Bank has representatives in the showrooms of all leading automobile dealers in Saudi Arabia, and works collaboratively with automobile dealers on joint marketing initiatives.

Affluent banking

The Bank's affluent customers comprise customers with an average balance with the Bank of at least SAR 100,000 or with a salary of SAR 20,000 or more per month.

The Bank's affluent customers are entitled to a range of benefits which depend on their status within the affluent programme. At the basic level, these include priority services in its more than 300 affluent centres across the Bank's branch network. Other benefits include exemptions or discounts from banking fees, credit card benefits, access to VIP lounges at airports and exclusive offers and discounts and increased daily cash transfer and withdrawal limits. At the higher diamond level, affluent customers also benefit from dedicated relationship managers, access to concierge and emergency assistance services worldwide and higher daily cash transfer limits.

Products targeted to affluent customers include credit cards, takaful insurance, mutual funds, residential mortgage financing, auto leasing and state investment opportunities. In the case of diamond level affluent customers, products and services are provided by a dedicated relationship manager, who caters to the customer's overall personal banking and investment needs.

Savings and protection

The retail business offers four savings and protection packages: front loaded, level loaded, private pension (which provides a way to invest frequent contributions) and a single premium product (which requires a one-time contribution). AR Takaful, a listed insurance provider in which the Bank has a 35.0 per cent. shareholding, receives all subscriptions from the Bank's customers through the Bank's sales channels, deducts due fees and the insurance cost and then transfers the remaining amount to ARC funds for the purpose of investing into three agreed multi-assets funds based on the customer's request.

Corporate

Overview

The Bank's corporate banking business focuses on the provision of a wide range of corporate banking solutions covering account services, financing, cash management, trade finance, digital payment solutions and treasury services to companies with a turnover exceeding SAR 40 million. It services more than 769,000 corporate customers and had the third largest portfolio of corporate financing in Saudi Arabia as at 31 December 2023, with a market share of 13.0 per cent. based on the published financial statements of Saudi Arabian banks.

The Bank's corporate business accounted for 27.4 per cent. of the Group's total operating income and 39.8 per cent. of its income before zakat in 2023. The Bank's corporate business includes the following client segments: large corporates, mid corporates, SMEs, enterprise banking and government supported by three product units: (i) global transaction banking unit covering (a) cash management (b) digital payments and (c) corporate cards; (ii) trade finance; and (iii) structured finance providing advisory, syndication with other banks and transaction support. These client segments and product areas are supported by a coverage and strategy unit that is responsible for strategy development, strategy execution, project management, middle office and analytics functions and assists with portfolio attribution and performance management. The corporate business is also supported by the operations unit under the shared services function, that encompasses all operational functions across the Bank providing customer service and support to all areas within the corporate business.

The corporate business services more than 769,000 customers across various sectors and has three dedicated business solution centres in Riyadh, Jeddah and Dammam, which act as universal centres serving corporate clients' needs across products and services. In addition, about 100 corporate desks have been set up in identified retail branches to expand corporate coverage and distribution. Given the corporate business' relative market position and the current market landscape supported by various Government initiatives, the Bank believes that it has significant scope to expand its corporate business.

The Bank's corporate business aims to be the "Best Corporate Bank" in Saudi Arabia. To drive this aspiration, the corporate business intends to grow its asset market share with a focus on expanding its customer base. In addition, the corporate business aims to grow its liabilities, fee income and cross selling whilst maintaining a below market average cost of risk. The corporate business intends to expand its client base by leveraging the Bank's strength in retail, Emkan's micro consumer financing, finance leasing and small and medium business financing services, Neoleap's fintech services, customer loyalty and its balance sheet size to diversify its client base and minimise its cost of risk. The corporate business will continue to focus on building a balanced portfolio across customer segments and improving yields by focusing on structured products, enhancing global transaction banking solutions, repositioning trade finance and building on its coverage model both from a relationship and product perspective.

The Bank's corporate business also manages its private banking business that services the needs of the Bank's private banking clients. Products targeted to private banking customers include credit cards, takaful insurance, mutual funds, residential mortgage financing, auto leasing and investment opportunities. Private banking customers also benefit from wealth management products and services.

The Bank also utilises its strong relationships with private banking customers to cross-sell other Group products, in particular treasury and ARC products. Through ARC, wealth managers provide clients with a range of services such as financial planning, investment advice, asset allocation, comprehensive portfolio management and retirement planning.

Large corporates and structured finance

The large corporates coverage business services clients that generate sales turnover of SAR 500 million and above. The Bank serves these large corporate clients through dedicated relationship managers with a "One Client One Bank" approach. The business offers a wide range of Shari'a-compliant solutions, tailor made to suit client needs and requirements.

The large corporates team is supported by the structured finance unit which offers specialised financing transaction structures tailored to clients' needs. The structured finance unit offers advisory, arranging and underwriting business by leveraging strong client relationships and working closely with ARC. The structured finance unit is active in domestic project finance, participating in Government-sponsored projects in the oil, petrochemical, power, mining and water sectors. It also undertakes commercial real

estate and acquisition financing and actively leads and arranges financing transactions in Saudi Arabia with other banks.

Mid corporates and SMEs

The mid corporates coverage business services clients that generate sales turnover between SAR 200 million and SAR 500 million. The business offers a comprehensive product suite covering financing, cash management, trade finance, payment solutions and treasury services. In addition, the business offers structured products, POS and fleet financing to serve clients' specialised needs. The business serves its clients through dedicated relationship managers that act as a single point of contact for all products and services across the Bank.

The SME coverage business covers business clients that generate sales turnover between SAR 5 million and SAR 200 million. The business offers a wide range of plain vanilla products tailored to SME clients. It serves the clients through dedicated relationship managers offering a mix of judgemental and programme-based financing focusing on structured products covering POS, fleet financing and real estate programmes. The SME business works with the General Authority for Small and Medium Business (Monshaat) and participates in various Government programmes supported by SAMA, including the Saudi Industrial Development Fund's Kafalah programme focusing on creating opportunities and developing the SME segment in Saudi Arabia. The Bank's aspiration is to be a bank of choice for SMEs in Saudi Arabia and it continues to build and implement strategic initiatives to realise this ambition.

The Bank also offers business banking services to MSBs. These clients are served by different sales channels providing a full suite of products, including current accounts, digital banking and financing options through POS, buy-to-let mortgage, e-commerce, fleet and cards products (including debit, credit and charge cards).

Enterprise banking and government (Vision 2030 realisation programmes)

The enterprise banking business cover clients with non-borrowing needs and provides basic account services and transaction banking services focusing on non-credit-driven cash and trade finance requirements. The business primarily focuses on attracting deposits from these clients to fund the growth aspiration of the corporate business.

The government business serves the Government and semi-Government entities in addition to having a dedicated team working with various ministries to support the Vision 2030 plans by forging partnerships with various Government funds and programmes to contribute to the realisation of Vision 2030. The business has a partnership with the PIF to provide banking and payment solutions for the PIF, its various subsidiaries and its newly established companies. The business also works closely with Government ministries and other Government-established funds such as the Saudi Industrial Development Fund, the Real Estate Development Fund, the Tourism Development Fund and the Agricultural Development Fund.

Global transaction banking and trade finance

The global transaction banking business provides product and solution support to clients through its cash management, digital payments and corporate cards units. The business provides tailored products and services covering payments, collections and connect solutions to serve the holistic business needs and requirements across client segments. The global transaction business is working on further strengthening the proposition on business-to-business, virtual and escrow accounts and corporate liquidity management to serve the emerging needs of its clients. The Bank has the leading market share in POS terminals in Saudi Arabia with over 600,000 terminals and a market share of 35.4 per cent. according to SAMA monthly statistics for December 2023. The Bank processed over 239 million e-

commerce transactions in 2023, and is focusing on expanding the market share of e-commerce transactions from its current level of 27.3 per cent. according to SAMA monthly statistics. The global transaction business is working on launching a corporate card solution, to cater to the payments needs of its corporate and SME clients. Multiple card variants will be offered covering business and travel spend, to facilitate online booking, to manage supplier payments efficiently and to support clients with enhanced data to help them better manage their businesses.

The trade finance business serves the plain vanilla and structured trade requirements of the Bank's corporate and SME clients. The business covers trade sales, product development and trade services. The Bank is aiming to reposition as a "trade bank of choice" and a leading trade solutions and advisory provider by strengthening its capabilities and enhancing its digital penetration, improving turn-around time by revamping processes. The trade finance business is working on enhancing its product and service offerings to focus on structured trade, including importers and exporters and to serve client needs across a rapidly evolving corporate landscape.

Treasury

Overview

The Bank's treasury business focuses on:

- managing the Bank's liquidity and ensuring that the Bank can meet its financial obligations at all times. This includes overseeing all short-term funding sources, pricing and managing all short-term and long-term financing provided by the Bank, monitoring the liquidity of the Group and ensuring its compliance with regulatory ratios; and
- managing the Bank's investments portfolio. In so doing, it provides superior asset allocation, balance sheet optimisation and direct investment management expertise and seeks to protect the Bank's balance sheet from profit rate movements, enhance yields/income and contribute to the maintenance of adequate liquidity coverage within defined risk limits.

The Bank's treasury business also manages its "Tahweel Al Rajhi" remittance business that caters to the needs of Saudi Arabia's large expatriate market.

The Bank's treasury business accounted for 5.6 per cent. of the Group's total operating income and 6.6 per cent. of its income before zakat in 2023.

Treasury manages the Bank's liquidity and funding operations in accordance with pre-determined limits set by the asset and liability committee (the **ALCO**) in relation to net outflows, stress scenarios, projected cash flows, and regulatory liquidity ratios. The stability and behaviour of the Bank's deposit base is analysed using historical and simulated data and statistical interval analysis. The results of such analyses, the Bank's funding limits, potential funding issues and pricing history and mechanics are discussed by the ALCO. Any changes to pricing strategy and environment are communicated to the ALCO.

The Bank's excess liquidity is deployed in investment portfolios primarily in high quality liquid assets and in other asset classes in line with the overall risk appetite with an objective to achieve the targeted risk-adjusted return while complying with risk management requirements approved by the Board. The Bank closely monitors the investment portfolios to ensure they remain well within the risk limits. For a breakdown of the Bank's funding, see "*Operating and Financial Review—Liquidity and Funding—Funding*".

Treasury has an established limit structure, which includes sophisticated treasury and risk management systems, which consolidate credit, price and liquidity risk limit information and manage the data in real-

time across all instrument types, thereby enabling treasury risk managers to exercise real-time oversight and control of credit and market risk exposures.

Treasury offers Shari’a-compliant hedging and structured products to the Bank’s client base. Any risks to which the Bank may be exposed in connection with offering these products are hedged through interbank counterparties.

Treasury aims to execute its foreign exchange business in a profitable and efficient manner accompanied by strict controls. It manages the Bank’s foreign exchange exposures to meet client demands. It also offers bank notes, physical and paper gold to its client base.

Banking subsidiary in Malaysia and branches in Jordan and Kuwait

Treasury is responsible for the Bank’s wholly-owned banking subsidiary in Malaysia and its branches in Jordan and Kuwait. AR Malaysia is briefly described below under “—*Principal Subsidiaries*”.

Tahweel Al Rajhi

Tahweel Al Rajhi serves the remittance needs of Saudi Arabia’s large expatriate labour market. As at 31 December 2023, the Bank had 142 Tahweel Al Rajhi remittance centres, which, according to SAMA monthly statistics, represented a market share of 27 per cent. of the remittance centres in Saudi Arabia as at 31 December 2023. These remittance centres are a vital channel for the Bank through which customers, particularly expatriate workers, can remit funds to more than 200 countries, thereby providing financial services to a previously under-served segment.

Investment services and brokerage

The Bank’s investment services and brokerage business comprises the activities of ARC and accounted for 4.1 per cent. of the Group’s total operating income and 5.2 per cent. of its income before zakat in 2023.

Founded in 2008, ARC is a financial services company that provides a wide range of financial products and services across brokerage, asset and wealth management and investment banking. ARC is licensed by the CMA to carry out dealing, as principal and agent, as well as underwriting, managing, arranging, advising and custody services, with respect to securities.

Brokerage

ARC is the largest broker in Saudi Arabia, serving institutional, corporate, retail, high-net-worth individual, and professional investors. Based on Tadawul trading activity reports, as of 31 December 2023, its brokerage market shares (i) on Tadawul based on value, volume and number of trades were 18.08 per cent., 20.45 per cent. and 22.27 per cent., respectively and (ii) on the Nomu-Parallel Market based on value, volume and number of trades were 26.81 per cent., 27.27 per cent. and 28.15 per cent., respectively.

Asset and wealth management

ARC offers a range of investment solutions across all major asset classes including equities, real estate, money market, fixed income and multi-asset and alternative investments. ARC was awarded ‘2023 Best Debt Capital Markets House Award’ by Saudi Tadawul Group and ‘2022 Winner Global Islamic’ and ‘2022 Winner MENA Markets’ by Refinitiv Lipper Fund Awards. As at 31 December 2023, ARC’s client assets under management stood at SAR 76.1 billion of assets, positioning ARC as Saudi Arabia’s fourth largest asset manager based on publicly available information.

Real Estate Investment:

ARC has bolstered its real estate team to manage the growing volume of business opportunities effectively and meet clients' evolving needs. ARC primarily focuses on creating real estate investment opportunities for clients, mainly through private funds and in collaboration with partners. Al Rajhi REIT, which is classified as a mature asset within the real estate industry, emphasises elevating returns for investors and ensuring a sustained income stream, highlighting ARC's commitment to delivering both growth and stability in the real estate investment sector. A noteworthy achievement for Al Rajhi REIT was the successful execution of a capital increase amounting to SAR 1 billion, solidifying its position as the largest REIT in Saudi Arabia, with assets of SAR 3.1 billion as at 31 December 2023. The introduction of private real estate funds has resulted in private funds' assets under management reaching SAR 8 billion as at 31 December 2023. Consequently, as at 31 December 2023 ARC oversees SAR 11.1 billion in real estate assets, including Al Rajhi REIT.

Investment banking

ARC's investment banking business offers the Bank's customers a comprehensive range of investment banking solutions and services, including: equity capital markets (such as IPOs, rights issues and private placements), debt capital markets, mergers and acquisitions and debt advisory services.

Principal Subsidiaries

In addition to ARC, the Bank has a number of other subsidiaries, including:

AR Malaysia

AR Malaysia is a wholly-owned subsidiary of the Bank. It is a licensed Islamic bank under the Malaysian Islamic Financial Services Act 2013 and is incorporated and domiciled in Malaysia. AR Malaysia has been operating for 17 years and has 13 branches across Malaysia.

AR Malaysia's strategy is to focus on five key pillars: (i) increasing assets and financing growth, (ii) increasing non-yield income growth, (iii) increasing operational efficiency in a cost-effective manner, (iv) growing its current and savings accounts and (v) improving its cost to income ratio.

Emkan

Emkan is a wholly-owned subsidiary of the Bank and was established in mid-2020 in Saudi Arabia. Emkan provides micro consumer financing, finance leasing and small and medium business financing services.

AR Takaful

AR Takaful is a 35.0 per cent. owned equity accounted associate of the Bank and provides a range of co-operative insurance services, including vehicle, property, health, personal accident, professional liability and travel insurance.

Internal Control

The Bank's executive management is responsible for designing an appropriate internal control system under the Board's direct supervision. The system, which is aligned with both SAMA's and the CMA's regulatory requirements, has been designed to directly mitigate risks that could impair the realisation of the Bank's strategic and operational objectives.

Set out below are the key components of the Bank's internal control system:

- continuous development of the governance framework through which appropriate control tools are prepared and updated at the Bank level and the roles and responsibilities of various components are clarified, including the Board, Board committees and other management committees;
- policies and procedures that govern the Bank's business activities which are subject to periodic review to ensure that the Bank's business is running properly in order to protect the quality of the Bank's assets;
- regular reviews on the efficiency and adequacy of the internal control system are carried out by Internal Audit based on an annual plan approved by the Board Audit Committee (the **BAC**), in addition to reviews of the effectiveness of internal control by the external auditors and supervisory reviews conducted by SAMA;
- an internal committee specialised in internal control work was formed in the Bank in 2020 for the purpose of following up on the observations and operations of control departments such as the internal audit, compliance, fraud control and various risk departments;
- most of the Bank's operations are executed through automated systems, which help in reducing manual errors and reducing the chances of fraud;
- the BAC supervises the activities of the internal and external auditors in order to support and promote their independence. This committee receives regular and periodic reports on audits carried out on different functions within the Bank; and
- the comments and reports of the Shari'a group are conveyed to the BAC to enhance compliance.

Internal Audit

The Bank's internal audit group (**IAG**) provides independent, objective assurance and advisory services to assist in maintaining an effective and efficient system of internal control across the Bank, its subsidiaries and branches and supporting the Board and the BAC in their oversight of the governance, risk and control framework. The Group Chief Internal Auditor reports functionally to the BAC and administratively to the Managing Director and Chief Executive Officer (the **CEO**).

The IAG helps the Bank to accomplish its strategic objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control and governance processes. The nature of the internal audit work encompasses, but is not limited to, the examination and evaluation of the adequacy and effectiveness of the Bank's corporate governance framework, risk management and system of internal controls as well as the quality of management actions and performance in carrying out their assigned responsibilities to achieve the Bank's stated goals and objectives. The IAG also assesses and makes appropriate recommendations for improving the governance process.

The IAG follows a risk-based approach when carrying out risk assessments and ensures that audit plans are developed to cover the significant risks being faced by the Group. The Group's internal audit, subject to risk assessments, takes into account the need to provide the widest possible coverage of the Group to ensure that a culture of organisational ethics, good governance, risk management and control is promoted and practised throughout the Group. Accordingly, based on the nature and complexity of the Group's processes, generally a yearly audit plan is prepared by the IAG and approved by the BAC. A three-year strategic audit plan for the 2022 to 2024 period was approved by the BAC in January 2022. The audit plan is a dynamic document and can be amended to incorporate any significant changes to

the Bank's risk profile or business activities. All changes and modification to the approved internal audit plan are required to be presented to the BAC for approval.

The internal audits cover all activities, departments and legal entities in the Bank and are risk-assessed periodically to determine the frequency and priority of the audits. They also assess and make appropriate recommendations for improving the governance, system of internal controls and risk management processes. The results of the audits, with detailed recommendations for improvements, are tracked to ensure full resolution. All observations are shared with senior management and the BAC for monitoring and action tracking purposes. In addition, the Internal Control Committee, chaired by the Chief Financial Officer, is responsible for reviewing, discussing and enforcing deadlines and actions, task accountability and setting clear priorities for actions that need to be taken across the Group to remediate all escalated high-risk internal control deficiencies or gaps and other issues related to identified key risk areas or processes.

Compliance

The Bank defines compliance risks as the risks that result in or lead to the application of regulatory, legal or administrative penalties, or incurring serious financial losses or damage to its reputation, as a result of its non-compliance with the rules and regulations and regulatory and ethical standards applicable to its banking activities.

The Bank's compliance function is an independent group managed by the Group Chief Compliance Officer (**GCCO**) who is appointed by the Board and reports directly to the CEO. The compliance group shares frequent reports with the BAC. The GCCO has the authority to directly communicate with the Board, or its committees, whenever required under SAMA's compliance principles.

The Compliance Group manages the Bank's responsibilities towards combating money laundering and terrorist financing. It organises anti-money laundering and anti-terrorist financing training within the Bank, monitors and reports transactions, receives internal reports on suspicious activities and makes official reports on suspicious activities to the Financial Intelligence Unit and relevant law enforcement agencies upon SAMA's request.

The Bank has stringent customer identification policies which apply to all new customers and on an ongoing basis to existing customers. The Bank is also using reliable and independent sources to verify its customers' information.

The Bank screens its new and existing customers against international sanctions lists, including those of the United Nations and the U.S. Office of Foreign Assets Control, and local sanctions lists provided by SAMA. The Bank's sanctions compliance programme governs and informs all facets of the Bank's operations to ensure robust controlling measures. The programme creates a sanctions compliance framework to ensure compliance and effectively manage risk and it also addresses sanctions-related components of the Bank's policies and procedures.

In case of on-boarding and maintaining the relationship with local and foreign politically exposed persons or persons otherwise indicated as high risk, the Bank requires an approval from the CEO or another authorised officer.

The Compliance Group manages the Bank's responsibilities towards financial fraud through fraud prevention and risk assessment and fraud detection policies and procedures, investigating and prosecuting fraud and social engineering cases, bribery and corruption cases and insider information cases, investigating personal account dealing, designating whistle blowing channels to receive reports from employees, customers, vendors and the public in relation to fraud and malpractice and organising anti-fraud awareness campaigns for both employees and customers.

Information Technology

The Bank owns and operates two data centres in different metropolitan areas in Riyadh, including a Tier IV data centre containing infrastructure and operating equipment in a climatically controlled environment. The Bank has built redundancy interruption and protection and recovery into its primary IT infrastructure with the use of automatic backup and mirroring facilities. The data centres are constantly monitored to ensure service availability and delivery according to the agreed service levels of the Bank.

The Bank continues to place particular emphasis on data protection. For example, it encrypts data both at rest and during transmission while regulating data traffic using multi-layers of controls, including firewalls to prevent system breaches. It employs dedicated controls against malicious activities, and ethical hacking is conducted on all new internet-based business applications and for subsequent changes.

The Bank continuously upgrades its IT infrastructure and operating equipment in data centres. The Bank successfully completed its 2021-2023 IT strategy, which delivered:

- a refresh of core systems enabling significant growth in digital transactions;
- materially improved systems reliability, reducing operational risk; and
- faster delivery speed which accelerated business benefits.

In addition, Cloud became a key infrastructure backbone which enabled fraud, data and AI workloads to scale cost-effectively and materially improved disaster recovery.

The Bank has formulated its IT strategy for 2024-2026 which supports the Bank's vision and external and internal eco-systems. Key focus areas include:

- improving customer experience;
- increasing standardisation and continuously transformable architecture;
- providing fast, agile delivery; and
- enhanced compliance.

RISK MANAGEMENT

Risk Governance

The Bank adopts sound governance principles for risk management, which is a shared responsibility across the Bank. The Credit & Risk Management Group (the **CRMG**) has primary responsibility for facilitating implementation of the risk management framework and measuring, monitoring and reporting the Bank's key risks. The CRMG provides professional advice across all functional areas and is integral to the Bank's operations and culture.

The Bank's risk culture requires that each business unit and each employee is accountable for identifying and managing the risks embedded under their responsibilities. The overall governance structure is divided into two levels: management level committees and Board level committees. The Risk Management Committee (the **RMC**), whose members include the heads of all business functions, including risk, HR and compliance, and which is chaired by the CEO, reviews and monitors the key enterprise risk areas and exceptions on a periodic basis. At the Board level, the Board Risk Management Committee (the **BRMC**) supports the Board in its role of overseeing the Bank's performance in line with its risk appetite.

The Bank's key risks are identified and plans of action are developed to mitigate those risks on an annual basis. The identification of the key risks and their mitigation plans are discussed in RMC meetings and presented to the BRMC and the Board on an ongoing basis. The mitigation plans are reviewed regularly and the implementation of the action plans are monitored.

Risk Management Objectives

The primary objectives of the Bank's risk management function are to:

- operationalise the Bank's risk management policies by establishing the required systems, processes and procedures;
- assist in decisions relating to accepting, transferring, mitigating and minimising risks and recommending ways of doing so;
- evaluate the risk profile against the approved risk appetite on an ongoing basis;
- estimate potential losses that could arise from risk exposures assumed;
- periodically conduct stress testing in accordance with regulatory requirements;
- ensure that the Bank holds sufficient buffers of capital and liquidity to meet unexpected losses and honour its contractual obligations;
- integrate the Bank's risk management practice with strategy development and execution; and
- institutionalise a strong risk culture within the Bank, including conduct risk enforcement.

Risk Management Approach

The Bank's risk management function operates within the regulatory framework set out by SAMA. The Bank's ICAAP, which details the Bank's risk appetite, risk management approach, and primary risk controls, is submitted to SAMA on an annual basis following its review by the BRMC and approval by the Board. The BRMC also reviews and provides recommendations to the Board on the Bank's Internal Liquidity Adequacy Assessment Plan (**ILAAP**), which is also submitted to SAMA on an annual basis.

To remain profitable, the Bank must manage risks with prudence and pragmatism by accurately identifying potential risks and their impact on the Bank's value creation process. This process involves establishing risk thresholds, which are derived from the Bank's risk appetite. The Bank has policies and procedures that help it to identify and analyse relevant risks, manage its capital effectively, and provide shareholders with sustainable returns.

The role of the CRMG, headed by the Chief Risk Officer, is crucial to the Bank's management of risk across its operations. The CRMG works within the risk framework and policies approved by the Board and its remit encompasses credit risk management, operational risk management and enterprise risk management. The CRMG's reports to the Board and related committees cover credit risks and portfolio asset quality, operational risks, liquidity risks, market risks, reputational risks and technology and cybersecurity risks.

The ALCO monitors the Bank's liquidity risk. Its remit includes day-to-day management of funds to ensure that funds are available when necessary to meet commitments, monitoring liquidity ratios against benchmarks and managing the concentration and profile of debt maturities.

The CRMG regularly monitors market risks, submitting monthly reports to the ALCO for assessment. The ALCO ensures that risks taken are appropriate but initiates mitigating action if they are not within the Bank's risk appetite.

The Bank's diverse customer base fortifies the Bank against certain risks. The Bank segments its customer base into three primary areas:

- retail banking;
- SMEs; and
- corporate banking.

In this way, the Bank aligns its value proposition in terms of products, services and delivery channels to better cater to its customers' needs. The Bank's retail customer-oriented business model provides a diverse risk profile that is supplemented by its robust corporate banking customer base. The extensive branch network endears the Bank to its loyal customer base, generating a high level of stable sticky demand deposits, which in turn have a positive impact on the Bank's liquidity.

The Bank's risk management practices support its long-term value creation plans by regulating the entire customer journey from on-boarding to advancing finance and providing reliable and relevant products and services.

Credit Risk

Overview

Credit risk is the Bank's most significant and pervasive risk. Credit risk is the risk that the counterparty to a financial transaction will fail to discharge an obligation causing the Bank to incur a financial loss. Credit risk arises principally from financing (credit facilities provided to customers) and from cash and deposits held with other banks. Further, there is credit risk in certain off-balance sheet financial instruments, including guarantees relating to purchase and sale of foreign currencies, letters of credit, acceptances and commitments to extend credit. Credit risk monitoring and control is performed by the CRMG, which sets parameters and thresholds for the Bank's financing activities.

Approval, disbursements, administration, classification, recoveries and write-offs for retail, SME and corporate credits are governed by the Bank's retail, SME and corporate credit policies, respectively,

which are reviewed by CRMG and approved by the BRMC and the Board. The Bank manages limits and controls concentrations of credit risk wherever they are identified, in particular to individual customers and groups, and to industries and countries.

All SME, corporate and financial institution credit proposals are independently reviewed by CRMG and recommended to the appropriate approval authority, which includes the management level credit committee and the Board's Executive Committee. The Bank has comprehensive product programme manuals highlighting the requirements of every aspect of retail financing. The Bank's compliance team ensures that SAMA guidelines are complied with and, as part of the internal audit plan, the Bank's internal audit team reviews the credit approval process and submits its findings to the BAC for review.

Comprehensive portfolio reports, including the top 10 watch list exposures, the top 10 non-performing financing exposures and the top 10 written off exposures for both the corporate and the SME portfolios are presented to the management level RMC, the BRMC and the Board on a regular basis. The reports highlight the status of the exposures, recoveries, if any, collateral accepted, provisions held against these accounts and the action plan to regularise or recover the due amounts from these accounts.

Credit risk concentration

Concentrations of credit risks arise when a number of customers are engaged in similar business activities, activities in the same geographic region, or have similar economic features that would cause their ability to meet contractual obligations to be similarly affected by changes in economic, political or other conditions. Concentrations of credit risks indicate the relative sensitivity of the Bank's performance to developments affecting a particular industry or geographical location.

The Bank seeks to manage its credit risk exposure through diversification of its financing to ensure there is no undue concentration of risks to individuals or groups of customers in specific geographical locations or economic sectors. This is achieved through risk appetite thresholds, target market criteria and risk acceptance criteria.

The Bank manages credit risk by placing limits on the amount of risk accepted in relation to individual customers and groups, and to geographic and economic segments. These risks are monitored on a regular basis and are subject to an annual or more frequent review, when considered necessary. Limits on the level of credit risk by product, economic sector and by country are reviewed at least annually by the BRMC.

Credit risk measurement

The Bank's financial products are all structured in accordance with Shari'a to meet its customers' demand for financing. These products are all classified as financing assets in the Bank's consolidated statement of financial position. In measuring the credit risk of its financing assets at a counterparty level, the Bank considers the overall credit worthiness of the customer based on a proprietary risk methodology.

This risk rating methodology utilises a 10-point scale based on quantitative and qualitative factors with seven performing categories (rated 1 to 7) and three non-performing categories (rated 8-10). The table below shows this classification.

<u>Risk Rating</u>	<u>Category</u>	<u>Description</u>
1.	Exceptional	Obligors of unquestioned credit standing at the pinnacle of credit quality.

Risk Rating	Category	Description
2.	Excellent	Obligors of the highest quality, presently and prospectively. Virtually no risk in financing to this class, cash flows reflect exceptionally large and stable margins of protection. Projected cash flows including anticipated credit extensions indicate strong liquidity levels and debt service coverage. Balance sheet parameters are strong, with excellent asset quality in terms of value and liquidity.
3.	Superior	Typically obligors at the lower end of the high quality range with excellent prospects. Very good asset quality and liquidity. Consistently strong debt capacity and coverage. There could, however, be some elements, which with a low likelihood might impair performance in the future.
4.	Good	Typically obligors in the high end of the medium range who are definitely sound with minor risk characteristics. Elements of strength are present in such areas as liquidity, stability of margins, cash flows, diversity of assets, and lack of dependence on one type of business.
5.	Satisfactory	These are obligors with smaller margins of debt service coverage and with some elements of reduced strength. Satisfactory asset quality, liquidity and good debt capacity and coverage. A loss year or declining earnings trend may occur, but the obligors have sufficient strength and financial flexibility to offset these issues.
6.	Adequate	Obligors with declining earnings, strained cash flow, increasing leverage and/or weakening market fundamentals that indicate above average risk, such obligors have limited additional debt capacity, modest coverage, average or below average asset quality and market share. Present obligor performance is satisfactory, but could be adversely affected by developing collateral quality/adequacy etc.
7.	Very high risk	Generally undesirable business constituting an undue and unwarranted credit risk but not to the point of justifying a substandard classification. No loss of principal or profit has taken place. Potential weakness might include a weakening financial condition, an unrealistic payment programme, inadequate sources of funds, or a lack of adequate collateral, credit information or documentation. The entity is undistinguished and mediocre. No new or

<u>Risk Rating</u>	<u>Category</u>	<u>Description</u>
		incremental credits will generally be considered for this category.
8.	Substandard	Obligors in default and 90 days past due on payment of their obligations. Unacceptable business credit. Normal payment is in jeopardy, and there exists well defined weakness in support of the same. The asset is inadequately protected by the current net worth and paying capacity of the obligor or pledged collateral. Specific provision raised as an estimate of potential loss.
9.	Doubtful	Obligors in default and 180 days past due on their contracted obligations, however, in the opinion of the management, recovery/salvage value against corporate and real estate obligors is a possibility, and write-off should be deferred. Full payment questionable. Serious problems exist to the point where a partial loss of principal is likely. Weaknesses are so pronounced that, on the basis of current information, conditions and values, collection in full is highly improbable. Specific provision raised as an estimate of potential loss. However, for retail obligors (except real estate) and credit cards, total loss is expected and a 100 per cent. specific provision must be triggered followed by write-off in accordance with the Bank's write off policy.
10.	Loss	Obligors in default and 360 days past due on their obligations. Total loss is expected. An uncollectible asset which does not warrant classification as an active asset. 100 per cent. specific provisioning must be triggered followed by write-off in accordance with the Bank's write-off policy.

The risk rating process is intended to advise the various independent approval authorities of the inherent risks associated with the counterparty and assist in determining suitable pricing commensurate with the associated risk.

For corporate exposures, the Bank allocates each exposure to a credit risk grade based on a variety of data that is determined to be predictive of the risk of default and applying experienced credit judgment. Credit risk grades are defined using qualitative and quantitative factors that are indicative of risk of default. These factors vary depending on the nature of the exposure and the type of customer. The credit risk grades are defined and calibrated such that the risk of default occurring increases exponentially as the credit risk deteriorates so, for example, the difference in risk of default between credit risk grades 1 and 2 is smaller than the difference between credit risk grades 2 and 3.

Each corporate exposure is allocated to a credit risk grade at initial recognition based on the available information about the customer. Exposures are subject to ongoing monitoring, which may result in an exposure being moved to a different credit risk grade. The monitoring of corporate exposure involves use of the following data:

- information obtained during periodic review of customer files, for example audited financial statements, management accounts, budgets and projections;
- data from credit reference agencies, press articles and changes in external credit ratings; and
- actual and expected significant changes in the political, regulatory and technological environment of the customer or in its business activities.

The Bank collects performance and default information about its customers analysed by segment, as well as by credit risk grading.

Modified financial assets

The contractual terms of a financing may be modified for numerous reasons, including changing market conditions, customer retention and other factors not related to a current or potential credit deterioration of the customer. An existing financing whose terms have been modified may be derecognised and the renegotiated financing recognised as a new financing at fair value in accordance with the accounting policy.

The Bank renegotiates financings to customers in financial difficulties (referred to as “forbearance activities”) to maximise collection opportunities and minimise the risk of default. Under the Bank’s forbearance policy, forbearance is granted on a selective basis if the debtor is currently in default on its debt or if there is a high risk of default, there is evidence that the debtor made all reasonable efforts to pay under the original contractual terms and the debtor is expected to be able to meet the revised terms.

The revised terms usually include extending the maturity, changing the timing of profit payments and amending the terms of covenants. Both retail and corporate financings are subject to the forbearance policy.

Forbearance is a qualitative indicator of a significant increase in credit risk, and an expectation of forbearance may constitute evidence that an exposure is credit-impaired or in default. A customer needs to demonstrate consistently good payment behaviour over a period of 12 months before the exposure is no longer considered to be credit-impaired or in default.

Risk limit control and mitigation policies

The responsibility for credit risk management is enterprise-wide in scope. Strong risk management is integrated into daily processes, decision making and strategy setting, thereby making the understanding and management of credit risk the responsibility of every business segment.

The monitoring and management of credit risk associated with the Bank’s financing are made by setting approved credit limits. The Bank manages limits and controls concentrations of credit risk wherever they are identified including to individual customers and groups, and to industries and countries.

The Bank manages credit risk by placing limits on the amount of risk accepted in relation to individual customers and groups, and to geographic and economic segments. Such risks are monitored on a regular basis and are subject to an annual or more frequent review, when considered necessary. Limits on the level of credit risk by product, economic sector and by country are reviewed at least annually by the Board’s Executive Committee. Exposure to credit risk is also managed through regular analysis on the ability of customers and potential customers to meet their financial and contractual payment obligations and by revising credit limits where appropriate.

Collateral management

In the ordinary course of its financing activities, the Bank holds collateral as security to mitigate credit risk. This collateral mostly includes customer deposits and other cash deposits, financial guarantees, local and international equities, real estate and other property and equipment. The collateral is principally held against commercial and consumer financing and managed against the relevant exposures. The fair value of collateral is based on valuations performed by independent experts, quoted prices (wherever available) and other valuation techniques. Experts use various approaches in determining the fair value of real estate collateral, including the market comparable approach based on recent sales or the discounted cash flow approach taking into account risk adjusted discount rates, rental yields and terminal values.

The table below shows the gross balances of the Bank's individually impaired financing and the fair value of the related collateral held as at 31 December in each of 2023, 2022 and 2021.

	Total
	<i>(SAR million)</i>
2023	
Individually impaired financing.....	4,297.9
Fair value of collateral	916.7
2022	
Individually impaired financing.....	3,084.7
Fair value of collateral	1,631.2
2021	
Individually impaired financing.....	3,010.1
Fair value of collateral	1,060.6

The table below shows the Group's total exposure in relation to credit impaired financing facility balances that are covered by collateral as at 31 December in each of 2023, 2022 and 2021.

	As at 31 December		
	2023	2022	2021
	<i>(SAR million)</i>		
Less than 50 per cent.	33.0	213.9	26.8
51 – 70 per cent.	55.2	357.7	107.0
More than 70 per cent.	788.4	1,668.6	581.7
Total exposure.....	876.5	2,240.2	715.6

Impairment of financings

The Bank impairs its financial assets in accordance with IFRS 9. Detailed disclosures on its impairment policies can be found in note 3(e)(5) to each of the Financial Statements.

Market Risk

The Bank is exposed to market risk, which is the risk that the fair value or future cash flows of a financial instrument will fluctuate due to changes in market prices. Market risks arise on profit rate products, foreign currency and mutual fund products, all of which are exposed to general and specific market movements and changes in the level of volatility of market rates or prices such as profit rates, foreign exchange rates and quoted market prices.

Market risk exposures are monitored by Treasury and CRMG and reported to the ALCO on a monthly basis. The ALCO deliberates on the risks taken and ensures that they are appropriate.

The Bank is not exposed to market risks from speculative operations as the Shari'a principles under which it operates do not permit it to enter into contracts or speculative transactions.

Profit rate risk

Cash flow profit rate risk is the risk that the future cash flows of a financial instrument will fluctuate due to changes in market profit rates. The Bank does not have any significant exposure to the effects of fluctuations in the prevailing level of market profit rates on its future cash flows as a significant portion of its profit earning financial assets and profit bearing liabilities are at fixed rates and are carried in the financial statements at amortised cost. In addition, a substantial portion of the Bank's financial liabilities are non-profit bearing.

Profit rate risk arises from the possibility that changes in profit rates will affect either the fair values or the future cash flows of financial instruments. The Board has established profit rate gap limits for stipulated periods. The Bank monitors positions daily and uses gap management strategies to ensure the maintenance of positions within the established gap limits.

The sensitivity of the Bank's gross financing and investment income to a 25 basis point change in profit rates, with other variables held constant, was SAR 437 million as at 31 December 2023. The sensitivity reflects the effect of the assumed changes in profit rates for one year, based on the gross financing and investment assets held as at the end of the year.

Note 32(3)(c) to the 2023 Financial Statements and note 31(3)(a) to the 2022 Financial Statements contain a table that shows the Bank's profit rate gaps resulting from the amounts of assets and liabilities and off-balance sheet instruments that mature or re-price in a given period. The Bank manages this risk by matching the re-pricing of assets and liabilities through risk management strategies.

Foreign currency risks

Currency risk represents the risk of change in the value of financial instruments due to changes in foreign exchange rates. The Bank's management has set limits on positions by currencies, which are regularly monitored to ensure that positions are maintained within the limits.

The Bank manages its exposure to the effects of fluctuations in prevailing foreign currency exchange rates on its financial position and cash flows. The Board sets limits on the level of exposure by currency and in total for both overnight and intra-day positions, which are monitored daily.

The Bank's sensitivity analysis, set out in note 32(3)(c) to the 2023 Financial Statements and note 31(3)(a) to the 2022 Financial Statements, shows that its significant exposures are to the U.S. dollar (which has been pegged to the riyal at a fixed rate since 1986), the Malaysian ringgit, the Jordanian dinar and the Kuwaiti dinar. Under the analysis, a 2 per cent. change in the exchange rate of the U.S. dollar against the riyal and a 5 per cent. change in the exchange rate of the Malaysian ringgit, the Jordanian dinar and the Kuwaiti dinar against the riyal, with all other variables held constant, would have impacted the Bank's net income by SAR 84.5 million (in the case of the U.S. dollar), SAR 28.2 million (in the case of the Malaysian ringgit), SAR 11.9 million (in the case of the Jordanian dinar) and SAR 8.8 million (in the case of the Kuwaiti dinar) in 2023.

Note 32(3)(c) to the 2023 Financial Statements and note 31(3)(a) to the 2022 Financial Statements also contain a table that shows the Bank's significant net exposures denominated in foreign currencies.

Price risk

The Bank has certain investments which are carried at FVSI and FVOCI. Price risk in relation to these investments arises due to changes in their fair value. As these investments are in a limited number of funds and are not significant to the Bank's total investment portfolio, the Bank monitors them periodically and determines the risk of holding them based on changes in market prices. Other investments have little or no risk as these are bought for immediate sale or are made only with a confirmed sale order.

Equity price risk refers to the risk of decrease in the fair values of the Bank's equities in its non-trading investment portfolio as a result of reasonably possible changes in levels of equity indices and the value of individual stocks. The Bank's equity price risk sensitivity analyses are set out in note 32(3)(d) to the 2023 Financial Statements and note 31(3)(b) to the 2022 Financial Statements. For 2023, this shows that a 10 per cent. change in the levels of equity indices and the value of individual stocks would have impacted the Bank's other comprehensive income by SAR 86.7 million.

Liquidity Risk

Liquidity risk is the risk that the Bank will be unable to meet its payment obligations associated with its financial liabilities when they fall due and to replace funds when they are withdrawn. The consequence may be the failure to meet obligations to repay deposits and financing parties and fulfil financing commitments. Liquidity risk can be caused by market disruptions or by credit downgrades, which may cause certain sources of funding to become unavailable immediately. Diverse funding sources available to the Bank help mitigate this risk. Assets are managed with liquidity in mind, maintaining a conservative balance of cash and cash equivalents.

The Board has the ultimate responsibility for the management of overall liquidity risk within the Bank. The Board has delegated authority to the ALCO to ensure daily, timely and effective liquidity risk management. The Bank recognises that there is no one metric or event that could address all the dimensions or causes of liquidity risk. As a result, a liquidity risk control framework has been established, along with approved liquidity risk appetite parameters, within which the Bank's liquidity function operates. The liquidity risk tolerances are defined as part of the Bank's liquidity/treasury risk appetite statement which is approved by the Board. The key liquidity risk measures include gaps and ratios, including the liquidity coverage ratio and the net stable funding ratio, which are reported to the ALCO monthly and to the BRMC at frequent intervals. The Bank's liquidity risk and asset and liability management policies are updated annually to reflect the changing operating environment and the Bank's strategy.

The Bank's liquidity management process includes:

- day-to-day funding, managed by Treasury, to ensure that requirements can be met, including replenishment of funds as they mature or are invested;
- monitoring balance sheet liquidity ratios against internal and regulatory requirements;
- managing the concentration and profile of debt maturities;
- maintaining diversified funding sources; and
- liquidity management and asset and liability mismatching.

Monitoring and reporting take the form of analysing the cash flows of items with both contractual and non-contractual maturities. The net cash flows are measured to ensure that they are within acceptable ranges. The Treasury and the ALCO also monitor the level and type of unutilised financing

commitments, the usage of overdraft facilities and the potential impact that contingent liabilities, such as standby letters of credit and guarantees, may have on the Bank's liquidity position.

Management also monitors the Bank's maturity profile to ensure that adequate liquidity is maintained. Assets available to meet liabilities and to cover outstanding financing commitments include cash, balances with SAMA and due from banks. Further, in accordance with the BCL and Regulations issued by SAMA, the Bank maintains a statutory deposit equal to a sum not less than 7 per cent. of total customers' deposits, and 4 per cent. of total other customers' accounts. In addition to the statutory deposit, the Bank maintains a liquid reserve of not less than 20 per cent. of its deposit liabilities, in the form of cash, gold or assets, which can be converted into cash within a period not exceeding 30 days. Also, the Bank can raise additional funds through special financing arrangements with SAMA, including deferred sales transactions.

The Bank's liquidity risk control and mitigation techniques include identifying, assessing, measuring and monitoring liquidity risks, conducting regular and ad hoc risk analyses (such as stress tests), reporting the findings and making recommendations to the ALCO through the Chief Risk Officer. The Bank also conducts an annual ILAAP exercise which provides the Bank with an opportunity to estimate its liquidity gap positions and ratios over next one-year horizon. This enables the Bank to plan accordingly for any systemic or bank driven internal liquidity stress assessment. As part of its ILAAP exercise, the Bank has a contingency funding plan in place that can be invoked in stress liquidity situations.

Note 32(2) to the 2023 Financial Statements and note 31(2) to the 2022 Financial Statements contains tables showing the maturities of the Bank's assets and liabilities by defined time buckets and the gaps in each period.

Operational Risk

Operational risk is defined as the risk of loss resulting from inadequate or failed internal processes, people and systems or from external events. This definition includes legal risk, but excludes strategic and reputational risk. Legal risk includes, but is not limited to, exposure to fines, penalties or damages resulting from supervisory actions, as well as private settlements. The Bank's operational risk framework sets the policies to identify, assess, measure, monitor, manage (through mitigation, transfer and acceptance) and report operational risk. The Bank's directors, management and all staff members are accountable for managing operational risk in line with the roles and responsibilities. The overall effectiveness of sound operational risk governance relies upon the following three lines of defence model: 1st line - business line management; 2nd line - an independent operational risk management function; and 3rd line - an independent review function which, in the Bank's case, is its Internal Audit team.

The Bank's operational risk management framework encompasses risk and control self-assessment, key risk indicators, incident reports, operational risk loss data and its information technology risk and business continuity and disaster recovery plan. The Operational Risk Committee oversees the implementation of the operational risk framework and reports to the RMC.

The Operational Risk Management Department (the **ORMD**) within the CRMG facilitates the management of operational risk in the Bank. The ORMD promotes a responsible culture of transparency, vigilance, openness, awareness and of being proactive across the Bank. It enforces responsibility and accountability for the management of operational risk across the Bank and is responsible for developing processes, tools and methodologies, overseeing their implementation and use within the business units and providing on-going monitoring and guidance across the Bank.

MANAGEMENT AND EMPLOYEES

Overview

The Board is the ultimate decision-making forum of the Group. The members of the Board are under a duty to provide effective governance and supervise the executive management on behalf of the Bank's shareholders and to balance the interest of its diverse constituencies, including its customers, employees, suppliers and local communities.

The Board, directly and through its committees, and the Chairman of the Board, provide direction to the Group's management, generally through the CEO, to pursue the best interests of the Group. The Board has the highest authority in managing the affairs of the Group. The Board can delegate some of its decision-making authority and responsibilities to the CEO, other executive members, or one or more of its committees. The Board or its committees meet at least every quarter.

The members of the Board and the Bank's executive management team have extensive knowledge of the banking sector in Saudi Arabia and the wider MENA region and many have significant experience in leading financial institutions.

In accordance with the applicable law and the Bank's Articles of Association, the Board comprises 11 members (the **Directors**) elected by the general assembly every three years, including the Chairman.

All decisions taken by the Board are in accordance with the authority delegated to it by the shareholders. The Board is responsible for taking all the decisions of the Bank other than those matters reserved to the shareholders pursuant to the Articles of Association of the Bank or the law. Any resolution that requires clearance from the General Assembly of Shareholders must be approved in accordance with certain prescribed procedures including obtaining clearance from the Saudi Ministry of Commerce and SAMA. Accordingly, the shareholders do not independently influence the Board except through voting during a General Assembly meeting. Board members are appointed for three-year terms, which are staggered, and all Board members nominated by the shareholders must be approved by SAMA.

The Board exercises control and oversight over the Bank's subsidiaries both by having members of its senior management team on the boards and in board-level committees of the subsidiaries and by institutionalising a governance arrangement with the Group's control functions. Board members of the subsidiaries receive regular reports to enable them to exercise effective oversight. In addition, a quarterly risk report is presented to the Bank's Board Risk committee.

Board of Directors

The table below shows the members of the Board.

Name	Title
Abdullah bin Sulaiman Al Rajhi.....	Chairman
Ibrahim bin Mohammed Al Romaih.....	Vice Chairman
Abdulaziz bin Khaled Al Ghufaily	Board Member
Badr bin Mohammed Al Rajhi.....	Board Member
Khalid bin Abdulrahman Al Gwaiz	Board Member
Hamza bin Othman Khushaim.....	Board Member
Raeed bin Abdullah Al Tamimi	Board Member

Name	Title
Abdulatif bin Ali Al Seif.....	Board Member
Mansour bin Abdulaziz Al Bosaily.....	Board Member
Motassim bin Abdulaziz Al Ma'ashouq	Board Member
Waleed Abdullah Al-Mogbel.....	Board Member

The business address of each of the directors is Al Rajhi Bank, 8467, King Fahd Road – Al Muruj District, Unit No. 1, Riyadh 12263 – 2743, Saudi Arabia. There are no potential conflicts of interest between the duties owed to the Bank by the persons listed above and their private interests or other duties.

Abdullah bin Sulaiman Al Rajhi, Chairman

Abdullah Al Rajhi was appointed the Chairman of the Bank in October 2014 and is the Chairman of the Executive Committee. He has over 40 years of experience in the banking, financial and investment fields.

He is the Chairman of the board of many other Saudi Arabian companies, including AR Takaful, ARC, Al Rajhi Holding Group Company, Farabi Petrochemicals Company, Indoor and Outdoor Flooring Fabrics Solutions Company, Al Ajial Holding Company and Fursan Travel and Tourism Company.

He held many executive positions in the Bank between 1979 and March 2012, including CEO, General Manager, Senior Deputy General Manager, Deputy General Manager of Financial Affairs and Deputy General Manager of Investment and Foreign Relations.

He has a Bachelor of Business Administration degree from King Abdulaziz University.

Ibrahim bin Mohammed Al Romaih, Vice Chairman

Ibrahim Al Romaih was appointed Vice Chairman of the Bank in November 2020 and is a member of the Executive Committee, the Chairman of the Nomination and Remuneration Committee and the Chairman of the Governance Committee. He has over 30 years of experience in the banking, financial and investment fields.

He is a director of Saudi Arabian Investment Company.

His previous positions include CEO of Saudi Arabian Investment Company, Vice Chairman of the Saudi Capital Market Authority, Associate Secretary General of the Public Investment Fund and a director of both National Commercial Bank and Energy and Water Works Company.

He has a Bachelor's degree in Economics from Portland State University, USA and a Master's degree in Economics from Central Michigan University, USA.

Abdulaziz bin Khaled Al Ghufaily, Board Member

Abdulaziz Al Ghufaily was appointed a member of the Board in March 2011 and is a member of the Executive Committee and the Nomination and Remuneration Committee. He has over 25 years of experience in the financial investment field.

He is also a director of ARC and Alujain Corporation.

His previous positions include General Manager of Financial and Insurance Investments at Hassana Investment Company and a director of each of Industrialization & Energy Services Company, Riyadh Hotels and Entertainment Company, Saudi Industries Development Company, Tabuk Agriculture Development Company, National Medical Care Company, Herfy Food Services, National Petrochemical Industries Company (NATPET), Savola Foods Company and Savola Group Company.

He has a Bachelor's degree in Economics from King Saud University and a Master's degree in Economics from Western Illinois University, USA.

Badr bin Mohammed Al Rajhi, Board Member

Badr Al Rajhi was appointed a member of the Board in March 2011 and is a member of the Governance Committee. He has 30 years of experience in the management, industry and real estate investment fields.

He is the Managing Director and Vice Chairman of Mohammed Abdulaziz Al Rajhi & Sons Investment Company and Chairman of the board of Al Rajhi Steel Industries Co. Ltd. He is also Chairman of the board of Berain Company, Saudi Tourism Development Company, Al Motahdoun Al Uzamaa Company and Al Badr Al Zaher Investment Company and Vice Chairman of the board of Al Jazirah Home Appliance Co. Ltd.

Khaled bin Abdulrahman Al Gwaiz, Board member

Khaled Al Gwaiz was appointed a member of the Board in October 2014 and is Chairman of the Board Risk Management Committee. He has more than 30 years of experience in the banking, financial and industrial fields.

He is the Chairman of the board of Riyadh Cables Group Company and a director of each of EMCOR Facilities Services, Saudi Pharmaceutical Industries & Medical Appliances Corporation, Tasnee Company and Bawan Company.

His previous positions include Managing Director of ACWA Holding Company, CEO of Bin Ladin International Group and director of each of Saudi Tabreed Company, Swicorp Company, Unique Solutions for Chemical Industries and Synergy Consulting Company.

He has a Bachelor's degree in Urban Planning from the University of Washington, USA.

Hamza bin Othman Khushaim, Board Member

Hamza Khushaim was appointed a member of the Board in October 2017 and is a member of the Executive Committee and the Board Risk Management Committee. He has 18 years of experience in investment.

He is Director of Investment, Financial Markets at Hassana Investment Company, a member of the Saudi Investor Association, a member of the Advisory Board of the Mossavar-Rahmani Center for Business and Government at the Harvard Kennedy School and a Certified Member of the Association of Financial Analysts, USA.

His previous positions include Hedge Fund Portfolio Manager at KAUST Endowment, Hedge Fund Portfolio Manager at Investment Management, Treasury, Saudi Aramco, Financial Analyst at Investment Management, Treasury, Saudi Aramco and director of Dallah Healthcare Holding Company.

He has a Bachelor's degree in Finance from Michigan State University, USA and a Master's degree in Business Administration from the University of Michigan in Ann Arbor, USA.

Raeed bin Abdullah Al Tamimi, Board Member

Raeed Al Tamimi was appointed a member of the Board in October 2017 and is a member of the Governance Committee, the Nomination and Remuneration Committee and the BAC. He has 20 years of management experience.

He is a director of GASCO.

His previous positions include CEO of Tawuniya Insurance Company, CEO of National Medical Care Company and director of each of Tawuniya Insurance Company, National Medical Care Company, Waseel Electronic Information Transfer, Najm Insurance Services Company and SAPTCO.

He has a Bachelor's degree in Medical Science from the University of Wales, UK.

Abdulatif bin Ali Al Seif, Board Member

Abdulatif Al Seif was appointed a member of the Board in October 2017 and is Chairman of the BAC and a member of the Executive Committee. He has more than 20 years of experience in the financial and investment fields.

He is a director of each of Arabian Cement Company, Wisayah Global Investment Company, Nahdi Medical Company, STC Solutions, Sabeen Investment Company, Albilad Tourism Fund and The Saudi Agricultural and Livestock Investment Company (SALIC).

His previous positions include Deputy Head and Head of Investment at King Abdullah Humanitarian Foundation, Director of Portfolio Management at Masik, Head of Portfolio Management, Investment Management Division at Saudi Aramco, director at HSBC Saudi Arabia, Executive Director at Vision Combined Limited Company, director and CEO at Alra'idah Investment Company and director of each of National Petrochemical Company, Abdullah Al Othaim Investment Company and Riva Investment Company.

He has a Bachelor's degree and a Master's degree in Business Administration from Boston University, USA and a Master's degree in Economics from Boston University, USA.

Mansour bin Abdulaziz Al Bosaily, Board Member

Mansour Al Bosaily was appointed a member of the Board in November 2023 and is the Chairman of the Governance Committee and a member of the Nomination and Remuneration Committee. He has more than 25 years of experience in banking.

He is a director of each of Snad Holding Company, Saudi Ground Services Company and United Electronics Company.

His previous positions include director at Amlak International Real Estate Development Company, Board Member at Gas Arabian Services Company, Board Member at Saudi Reinsurance Cooperative Company (Re), Chairman of the board at HSBC Saudi Arabia, director at Jabal Omar Development Company, Executive General Manager for Legal Affairs and Secretary General at The Saudi British Bank (now known as Saudi Awwal Bank).

He has a Bachelor's degree in Law from King Saud University, Saudi Arabia.

Motassim bin Abdulaziz Al Ma'ashouq, Board Member

Motassim Al Ma'ashouq was appointed a member of the Board in November 2023 and is a member of the Board Risk Committee.

He is a director of Northern Trust Saudi Arabia.

He spent 36 years at Saudi Aramco where his executive positions included Vice President IPO Development, Vice President Corporate Planning, Vice President New Business Development, Group Treasurer, and President & CEO of two Saudi Aramco joint ventures, Petron and Petrolube. He is also a former director of other key Saudi Aramco companies and joint ventures.

He has a Bachelor's degree from the University of East Anglia, United Kingdom and a Master's degree from the University of London, United Kingdom.

Waleed Abdullah Al-Mogbel, Board Member

Waleed Abdullah Al-Mogbel was appointed as Managing Director in November 2022 in addition to his position as Chief Executive Officer of the Bank. He has more than 25 years of experience in the banking and financial fields.

He is the Chairman of the boards of Emkan, Neoleap, Ejada and Tanfeeth and director of Al Rajhi Takaful and ARC.

He has held many executive positions in the Bank including Chief Operating Officer, Chief Financial Officer, Head of Budgeting and Management Reporting and Head of Financial Control and Reporting of the Finance Group.

He has a Bachelor's degree in Accounting from King Saud University, a Master's degree in Finance from the University of Southampton, UK and a PhD in Auditing from Cardiff University, UK.

Executive Management

The Bank's executive management team is responsible for managing the Bank's day-to-day activities in accordance with the business and operational strategies set by the Board. The main objectives of the senior management team are:

- translating strategic and business plans into a corporate strategy and performance targets;
- allocating resources to drive business performance against agreed plans;
- managing business risk effectively, and balancing risk and reward within agreed guidelines; and
- managing the talent pool for sustainable business performance.

The table below shows the members of the Bank's executive management.

Name	Title
Waleed Abdullah Almogbel	Managing Director and Chief Executive Officer
Abdulrahman Abdullah Alfadda.....	Chief Financial Officer

Name	Title
Abdullah S. Alomari	Chief Operating Officer
Abdulaziz Saad Al Resais	Chief Risk Officer
Hossam Essam Al Basrawi	General Manager Corporate Banking Group
Saleh Abdullah Alheidan	General Manager Shari'a Group
Hamad Ibrahim Al-Washmi.....	Chief Compliance Officer
Majed Saleh Al Rajhi.....	General Manager Retail Banking
Thamer A. Alhumud	Chief Governance and Legal Officer
Ahmed Saleh Al Sudais	Chief Human Resources Officer
Abdullah Al-Furaiji.....	Chief Digital Officer
Dhary M. AlShamry.....	Chief Internal Auditor
Abdulrahman M. Alajaji	General Manager Treasury Group
Faisal Ahmad Jawdat	Acting Chief Private Banking Officer
Abdullah Saad Aljabr.....	Chief Marketing and Customer Experience Officer

The business address of each of the members of executive management is Al Rajhi Bank, 8467, King Fahd Road – Al Muruj District, Unit No. 1, Riyadh 12263 – 2743, Saudi Arabia. There are no potential conflicts of interest between the duties owed to the Bank by the persons listed above and their private interests or other duties.

Waleed Abdullah Almogbel, Managing Director and CEO

Waleed Almogbel is the Managing Director and CEO of the Bank. He has over 25 years of experience and was previously the Bank's Deputy Chief Executive Officer and Chief Operating Officer. He has a PhD in Accounting and Auditing.

Abdulrahman Abdullah Alfadda, Chief Financial Officer

Abdulrahman Alfadda is the Chief Financial Officer of the Bank. He has over 25 years of experience and was previously the Bank's General Manager of Treasury and Financial Institutions. He has a Bachelor's degree in Electrical Engineering.

Abdullah S. Alomari, Chief Operating Officer

Abdullah Alomari is the Chief Operating Officer of the Bank. He was the Bank's Chief Information Officer and has 23 years of experience. Before joining the Bank, he was Senior Executive Officer Security and Privacy at Mobily Telecommunication Company and he has a Bachelor's degree in Electrical Engineering.

Abdulaziz Saad Al Resais, Chief Risk Officer

Abdulaziz Al Resais is the Chief Risk Officer of the Bank. He has 22 years of experience and was previously the Bank's Assistant General Manager of Enterprise Risk Management. He has a Master's degree in Business Administration.

Hossam Essam Al Basrawi, General Manager Corporate Banking Group

Hossam Al Basrawi is the General Manager of the Corporate Banking Group. He has over 25 years of experience and was previously Head of the Corporate Banking Group at Banque Saudi Fransi. He has a Bachelor's degree in Law.

Saleh Abdullah Alheidan, General Manager Shari'a Group

Saleh Alheidan is the General Manager of the Shari'a Group. He has 36 years of experience and was previously Associate Professor in the High Institute of Judiciary at Al Imam Mohammed bin Saud Islamic University. He has a PhD in Comparative Fiqh (Islamic Law).

Hamad Ibrahim Al-Washmi, Chief Compliance Officer

Hamad Ibrahim Al-Washmi is the Chief Compliance Officer. He has 24 years of experience in the banking industry and was previously Chief Risk and Compliance Officer of HSBC and Chief Customer Experience Officer of Saudi British Bank (now known as Saudi Awwal Bank). He has a Master's degree in Business Administration.

Thamer A. Alhumud, Chief Governance and Legal Officer

Thamer A. Alhumud is the Chief Governance and Legal Officer. He has more than 19 years of experience and has previously held a number of prominent positions in different organisations. He has a Master's degree in Law.

Ahmed Saleh Al Sudais, Chief Human Resources Officer

Ahmed Al Sudais is the Chief Human Resources Officer. He has over 30 years of experience and was previously VP Human Capital at ACWA Power International. He has a Bachelor's degree in Accounting.

Abdullah Al-Furaiji, Chief Digital Officer

Abdullah Al-Furaiji is the Chief Digital Officer. He has 22 years of experience and has been with the Bank since 2004. He has a Bachelor's degree in Organisation and Management Development, Financial Accounting.

Majed Saleh Al Rajhi, General Manager Retail Banking

Majed Al Rajhi is the General Manager Retail Banking with 18 years of experience. He has an MBA from the London Business School.

Dhary M. AlShamry, Chief Internal Auditor

Dhary AlShamry is the Chief Internal Auditor with over 23 years of work experience. He was previously the General Director of Internal Audit at the CMA. He holds a Bachelor's degree in Accounting from King Saud University and is a Board member at the Institute of Internal Auditors.

Abdulrahman M. Alajaji, General Manager Treasury Group

Abdulrahman Alajaji is the General Manager of the Treasury Group. He has 18 years of experience and was previously Head of Global Market – Sales at Saudi British Bank (now known as Saudi Awwal Bank). He has a Bachelor's degree in Computer Science.

Faisal Ahmad Jawdat, Acting Chief Private Banking Officer

Faisal Ahmad Jawdat is the Acting Chief Private Banking Officer. He has 15 years of experience and was previously Senior Area Manager – Central Region at National Commercial Bank. He has a Bachelor's degree in Finance from Prince Sultan University.

Abdullah Saad Aljabr, Chief Marketing and Customer Experience Officer

Abdullah Saad Aljabr is the Chief Marketing and Customer Experience Officer. He has nine years of experience and was previously Chief Marketing and Customer Experience Officer at Emkan. He holds an MA in Advertising and Marketing Communications.

Corporate Governance

Board committees

The Bank has five Board level committees.

Executive Committee

The primary purpose of the Executive Committee is to assume responsibility for the Bank's business operations and to make prompt decisions on pressing issues and matters related to the Bank's business. The Executive Committee is responsible for reviewing, monitoring and approving key financial, non-financial, commercial, investment and operational decisions related to the Bank within the authority defined by the Board.

The Executive Committee comprises five members, namely the Chairman and four Board members. The Committee meets when required and held eight meetings in 2023 and six meetings in 2022.

Nomination and Remuneration Committee

The main purpose of the Nomination and Remuneration Committee is to make recommendations to the Board on the nomination of Board members, Committee members and Senior Executives, preparing a description of the abilities and qualifications required for membership of the Board, evaluating the effectiveness and efficiency of the Board and Senior Management, ensuring that the Bank remains compliant with the internal incentive schemes and the Banks' Remuneration Rules issued by SAMA, and determining the principles and criteria for compensation in a manner that best achieves the interests of depositors, shareholders, and the Bank's strategic objectives.

The Nomination and Remuneration Committee comprises four Board members. The Committee meets when required and held four meetings in 2023 and four meetings in 2022.

Governance Committee

The main purpose of the Governance Committee is to support and maintain the highest standards in corporate governance on behalf of the Board and to ensure that wise governance practices are followed in all activities carried out by the Bank. The Committee does so by conducting an annual review of the general governance framework and related mechanisms. In addition, the Committee monitors cases of

conflict of interest ensuring the continuous updating of the register of conflicts of interest, reviewing requests for exemption from the governance requirements of the Bank, and co-ordinating with the Bank's subsidiaries to support good and consistent corporate governance standards for all activities of the Group. The Committee also focuses on increasing awareness of the importance of governance and its activities within the Bank among all employees, shareholders and external stakeholders, conducting an annual evaluation of the performance of the Board, members of the Board and all Board Committees and Management Committees. It is also responsible for reviewing and updating the policies related to the Board and its members, the Bank's governance and the conflict of interests, in addition to following up on the implementation of the Corporate Governance Manual and its annexes and the Bank's Delegation of Authority matrix.

The Governance Committee comprises three Board members. The Committee meets when required and held four meetings in 2023 and four meetings in 2022.

Board Audit Committee (BAC)

The main purpose of the BAC is to supervise the financial reporting process, oversee the internal and external auditors and submit recommendations to the Board and shareholders to approve, appoint and determine the remuneration or dismissal of the external auditors. In addition, it also reviews and approves the scope of the audit operations and their implementation, receives key audit reports and ensures that the senior management takes all necessary corrective measures in a timely manner to address any weaknesses in controls or non-compliance with policies, laws and regulations, or any other problems identified by the auditors.

The BAC comprises five members. The Committee meets when required and held six meetings in 2023 and nine meetings in 2022.

Board Risk Management Committee (BRMC)

The primary purpose of the BRMC is to advise the Board regarding risk tolerance and risk strategy, and to oversee management's implementation of this strategy. This includes the management of capital and liquidity strategies, credit and market risk management, operational risk, compliance risk, reputational risk and any other potential risks that the Bank may face.

The BRMC comprises three members. It meets when required and held five meetings in 2023 and five meetings in 2022.

Management Committees

The Bank has 11 level 1 management committees, which report directly to Board committees. The level 1 management committees are:

High Management Committee

The primary purpose of the High Management Committee is to provide a forum for the Bank's executive managers to monitor and manage the Bank's financial performance, monitor customer experience, oversee execution of the Bank's strategic initiatives and resolve issues escalated by other committees. The High Management Committee reports to the Executive Committee.

Asset and Liability Committee (ALCO)

The primary purpose of the ALCO is to monitor and manage the balance sheet (asset liability) risk. ALCO's role is to make strategic decisions regarding the mix and maturities of assets and liabilities and

the level of medium/long-term profit rate risk the Bank shall accept. It also reviews the Bank's financial risk and capital management. The ALCO reports to the Executive Committee.

Credit Committee

The purpose of the Credit Committee is taking credit decisions and monitoring credit activities within the discretionary authority delegated by the Board. The Credit Committee's role is also to periodically review and provide constructive recommendations on the credit policies, guidelines, processes and the future direction of the Bank's credit/investment activities for review and decision of the Board wherever applicable. The Credit Committee reports to the Executive Committee.

Risk Management Committee

The purpose of the Risk Management Committee is to review how effectively the Bank's businesses groups are managing their risks, and to provide strategic and tactical direction for the management of risks. The Risk Management Committee must ensure the adequate involvement of Internal Audit when and where necessary. The Risk Management Committee reports to the BRMC.

Retail Risk Committee

The purpose of the Retail Risk Committee is to review the retail portfolio credit performance, to analyse the changes and to determine and decide implications for effective portfolio management. The Retail Risk Committee reports to the BRMC.

Compliance Committee

The purpose of the Compliance Committee is to oversee the compliance risks in the Bank, ensure that the Bank's management understands compliance risks and to have in place appropriate policies and procedures to manage such risks. The Compliance Committee reviews actions taken to ensure a robust and consistent compliance system is in place, promote a high compliance culture, and assists the BAC in ensuring compliance. The Compliance Committee reports to the BAC.

Transformation Committee

The purpose of the Transformation Committee is to follow up the investments allocated by the Board for the fulfilment of the Bank's strategy, and to approve and track projects which are linked to this across all phases and levels. The Transformation Committee provides its report on work progress and projects implementation update to the Executive Committee and the Board.

Micro, Small and Medium Enterprises (MSME) Steering Committee

The purpose of the MSME Steering Committee is for the Bank to have a clear strategic focus on micro, small and medium enterprises banking in line with its overall medium-term plans, SAMA regulations and Vision 2030 mandates.

Business Continuity Management Committee (BCMC)

The purpose of the BCMC is to oversee the Bank's business continuity programme in order to reduce the business interruption risk in all Bank activities and enable proactive actions to be taken for every business interruption to the Bank's Saudi Arabian and international activities.

Special Assets Committee

The purpose of this committee is to manage, remedy and provide solutions for the Bank's special corporate and retail assets, being those classified as watch-list, non-performing financing and write-off. The committee represents a forum to examine and review the Bank's assets special assets and to provide recommendations on required remedial actions to the Executive Committee for approval.

Counter Fraud Governance Committee

The purpose of this committee is to monitor the implementation of counter fraud regulations in relation to all of the Bank's services and internal control regulations. The committee reports to the BRMC.

Employees

As at 31 December 2023, the Bank had 8,685 employees, of which 97.95 per cent. were Saudi citizens.

The Bank has a structured approach to the acquisition and development of talent to meet the needs of the business. Critical positions are systematically identified and comprehensive succession plans and individual development plans are aligned to ensure that a capable and high-performing talent pipeline is maintained. Development activities are focused upon the continuous improvement of employees' behavioural as well as technical capability with clarity provided through well-defined career plans leading through to senior executive roles. Training is an important component of the Bank's strategic aim of attracting and retaining highly qualified and motivated personnel. To that end, the Bank has launched an Academy covering leadership and banking operations learning programmes for its new and existing employees designed to equip them with the skills and know-how necessary to perform their functions with efficiency and to enhance their internal promotion opportunities.

The Bank has implemented a strong performance-driven employee value proposition for its employees through a systematic performance management system with measurable metrics for performance and rewards.

SAUDI ARABIA'S BANKING SECTOR AND REGULATIONS

General

As at the date of this Offering Circular, there were 27 commercial banks operating in Saudi Arabia, of which 11 are incorporated in Saudi Arabia. Of the remaining 16 operating banks, six are branches of banks based in countries of the GCC other than Saudi Arabia (namely Emirates NBD, National Bank of Bahrain, National Bank of Kuwait, First Abu Dhabi Bank, Bank Muscat and Qatar National Bank) and ten are international banks (namely JPMorgan Chase, BNP Paribas, Deutsche Bank, T.C. Ziraat Bankası A.Ş., MUFG Bank Ltd, National Bank of Pakistan, Industrial and Commercial Bank of China, Credit Suisse Bank, Standard Chartered Bank and National Bank of Iraq). In addition:

- seven commercial banks have been licensed but are yet to commence operations under their licences (namely Trade Bank of Iraq, Bank of China Limited, Banque Misr, National Bank of Egypt, Sohar International Bank, Bank of Jordan and Abu Dhabi Commercial Bank); and
- STC Bank, D360 Bank and Vision Bank have been recently licensed as digital banks but are yet to commence operations under their licenses, although STC Bank and D360 Bank are each in a pilot phase.

Of the 11 Saudi operating banks, 10 are publicly listed joint stock companies and their shares are traded on Tadawul (Gulf International Bank Saudi Arabia is not listed on Tadawul).

All 11 banks incorporated in Saudi Arabia provide a broad range of retail and wholesale banking products and services. The Bank, Bank Albilad, Bank AlJazira and Alinma Bank provide Shari'a-compliant products and services only. The remaining seven banks provide a combination of Shari'a-compliant and conventional banking products and services.

In addition to the commercial banks, there are state-run credit institutions, including the Saudi Industrial Development Fund, the Real Estate Development Fund and the Saudi Arabian Agricultural Bank.

The PIF is the investment arm of the Government while the Islamic Development Bank is a multilateral development financing institution headquartered in Jeddah. SAMA does not regulate either of these entities.

As of 31 December 2023, there were 1,901 bank branches, 15,954 ATMs and 1,739,070 points of sale terminals in Saudi Arabia (source: SAMA December 2023 Monthly Statistics).

According to SAMA's 2023 Financial Stability Report:

- bank credit and asset growth remained strong in 2022, notwithstanding global macroeconomic developments in regard to inflationary pressures and monetary tightening;
- in recent years, the banking sector has seen significant bank credit growth, driven primarily by mortgage lending, although bank credit slowed in 2022 to 14.1 per cent. compared to 15.5 per cent. in 2021;
- while interest rate increases raise concerns about the NPL rate, it remained low at 1.8 per cent. in 2022 compared to 1.9 per cent. in 2021. This is attributed to domestic banks' resiliency, due to factors such as robust lending standards;
- the banking sector remained in a stable position, with liquidity indicators such as the net stable funding ratio, liquidity coverage ratio and loan-to-deposit ratio remaining well above SAMA's requirements and guidelines;

- profitability indicators in the Saudi banking sector showed a steady increase in 2022 compared to 2021, mainly attributed to higher interest rates; and
- the Saudi banking sector is well capitalised, with the capital adequacy ratio remaining at 19.9 per cent. in 2022.

History

Prior to 1976, a number of wholly foreign-owned banks operated branches and subsidiaries in Saudi Arabia.

In 1976, the Government issued a directive requiring all banks operating within its borders to convert to entities incorporated locally with at least 60 per cent. of the shares held by Saudi nationals.

In 2000, the first branch of a foreign bank was authorised to open in Saudi Arabia in over 40 years, in connection with changes in GCC countries' policies concerning cross-border banking. The new entrant was Gulf Investment Bank (**GIB**), an offshore bank based in Bahrain and owned by the six GCC states. GIB had been active in Saudi Arabia for many years, but having a Saudi Arabian branch allowed it to compete at close hand. SAMA has since granted banking licences to branches of numerous foreign banks.

In May 2020, GIB converted its branch into a locally incorporated bank jointly owned by the PIF and GIB.

There are also non-bank competitors in brokerage and personal finance. The Saudi banking sector has seen an accelerating competitive convergence focused on Islamic banking, private and affluent segments and brokerage and investment banking, as well as significant investment in new distribution, marketing and technology.

Following the licence granted to GIB in 2000, SAMA granted licences to operate branches in Saudi Arabia to Emirates NBD, National Bank of Bahrain, National Bank of Kuwait, Muscat Bank, JPMorgan Chase, BNP Paribas, Deutsche Bank, National Bank of Pakistan, T.C. Ziraat Bankası A.S., Industrial and Commercial Bank of China, Credit Suisse Bank, Qatar National Bank, First Abu Dhabi Bank, Mitsubishi UFJ Financial Bank, National Bank of Iraq and Standard Chartered Bank. The Government also developed the capital markets sector in Saudi Arabia with the enactment of the Capital Market Law, issued by Royal Decree No. (M/30) dated 2/6/1424H (corresponding to 31/7/2003G) as amended by Royal Decree No. (M/16) dated 19/1/1441H (corresponding to 18 September 2019G) (the **CML**) which also established the CMA. In line with the Government's overall desire to develop and boost the capital markets in Saudi Arabia, the CMA has encouraged the participation of foreign investment banks. According to its website, the CMA had licensed 138 active capital market institutions.

Corporate Banking Segment

The majority of commercial banking assets in Saudi Arabia are loans to businesses and, as at 31 December 2023, commercial banks' claims on the private sector constituted SAR 2,519 billion and approximately 63.7 per cent. of total commercial banks' assets (source: SAMA, February 2024 Monthly Statistics). This has been driven by economic growth and the increased investment within Saudi Arabia in various sectors such as electricity, water and health services, building and construction, commercial and Government projects in oil and gas, infrastructure and education.

Investment banking activities have been growing rapidly in Saudi Arabia. Project finance has also been a strong growth area with several projects being financed in recent years. While volatile oil prices pose challenges to the Saudi economy at times of prolonged low prices, leading to both lower Government spending and weaker GDP growth, project finance is expected to continue to be a strong area for

banking business as a result of planned investments in infrastructure and industry in line with the reform and stabilisation programmes being implemented to reduce the economy's dependency on oil-related revenues.

Personal Banking Segment

Consumer financing (comprising consumer loans and credit card loans) increased from SAR 447.9 billion as at 31 December 2021 to SAR 474.7 billion as at 31 December 2022 and then decreased to SAR 468.9 billion as at 31 December 2023 (source: SAMA, February 2024 Monthly Statistics). Historically, growth in consumer finance has been driven by several factors, including:

- economic growth coupled with favourable consumer demographics;
- growth of the credit card market;
- product innovation and a rapidly expanding range of product and service offerings; and
- the creation of SIMAH.

The value of the credit card market was SAR 27.1 billion as at 31 December 2023, up from SAR 23.1 billion as at 31 December 2022 and SAR 19.5 billion as at 31 December 2021 (source: SAMA, February 2024 Monthly Statistics). The credit card market is expected to continue to grow as a result of the increasing use of electronic forms of payment within Saudi Arabia. The majority of personal financing is tied to electronic salary assignment, thereby enhancing asset quality and effectively reducing the risk associated with personal financing which, coupled with higher margins than in corporate financing, has made personal finance a particularly attractive segment for banks in Saudi Arabia.

Residential new mortgage lending for individuals provided by banks was SAR 152.5 billion as at 31 December 2021, SAR 120.3 billion as at 31 December 2022 and SAR 77.7 billion as at 31 December 2023 (source: SAMA, February 2024 Monthly Statistics).

The Saudi Credit Bureau

In 1998, SAMA and the domestic banks operating in Saudi Arabia conducted a study regarding establishing a centre or a company to provide credit information. As a result, SIMAH was established in 2002 and began operating in 2004. In addition, in 2008, the Council of Ministers issued a decision approving the Credit Information Law (issued pursuant to Royal Decree M/37 dated 5/7/1429H (corresponding to 8 July 2008G)), which sets out general principles and controls for the collection, exchange and protection of credit information of consumers. SIMAH, which is supervised by SAMA, was the first credit information company to be established in Saudi Arabia and offers consumer credit information services to its members in Saudi Arabia. SIMAH aggregates credit-related information among participating members to provide credit providers with credit risk information. In 2015, SIMAH introduced a number of initiatives and projects to further its strategies to provide an effective information infrastructure to enhance the ability of assessing and managing risks. For example, SIMAH established an information centre developed to international specifications (TIER IV) and published a procedural manual as part of a "Know Your Rights" Campaign to increase credit awareness among all segments of society. A number of SIMAH's projects were acknowledged by the G-20 based on an initiative of the Financial Stability Board (of which SAMA is a member), aimed at helping financial institutions to evaluate risks in a systematic and effective manner and put regulatory and operational requirements in place, and develop products and services, to ensure stability and efficiency of the financial sector.

Islamic Finance

Islamic finance has been a main growth area for the Saudi financial economy and has been one of the most significant developments in financial markets in recent years. Saudi Arabia is one of the largest and fastest growing markets for Islamic banking in the world.

The Islamic banking industry in Saudi Arabia encompasses a blend of institutions of different categories ranging from fully dedicated Islamic banks to conventional banks offering Islamic banking services through separate divisions or windows. Many banks in Saudi Arabia have Shari'a boards opining as to the application of Shari'a principles in financing structures and approving all Islamic products. Currently, a wide range of Shari'a-compliant products are available in the market for the corporate and personal banking segments covering credit, deposit, investment and treasury offerings.

The personal banking segment has experienced the strongest demand for Islamic banking products and services with consumer Islamic assets forming the bulk of total consumer assets. In addition to deposit products, Islamic financing solutions include personal finance, home finance and Islamic credit cards. With growing business activity in the real estate sector and a growing population, Shari'a-compliant home financing is expected to be a major driver of Islamic personal banking asset growth in the future.

Credit demand from the corporate banking segment is rapidly growing following the launch of infrastructure projects and increasing interest in manufacturing. Main product offerings include *Ijarah* and *Murabaha* and are offered as bilateral facilities, as well as through syndications. To cater to this market segment, Islamic banks have also introduced innovative Shari'a-compliant solutions. In recent years, there have been several large size Islamic project finance transactions attracting participation from banks.

The Islamic banking segment is expected to continue to grow with credit demand anticipated from corporate and consumer segments. It is also expected to be accompanied by an increase in innovative Islamic product offerings and growing awareness and demand within the general public for sophisticated Shari'a-compliant solutions.

Treasury

The treasury activities of Saudi Arabian banks have increased over the past few years as the financial markets have become more sophisticated with the increased use of financial instruments. Some Saudi banks also offer their customers structured products that make use of derivatives and that are also Shari'a-compliant.

Investment Banking and Asset Management

Brokerage services activity especially flourished between 2003 and 2006, when Tadawul peaked to all-time highs. The level of the Tadawul All Share Index was 11,281.71 on 31 December 2021, 10,478 on 31 December 2022 and 11,967.39 as at 31 December 2023.

As a response to the Government's drive to develop an efficient capital markets platform, a number of banks, including the Bank, embarked on providing corporate finance and equity and debt capital markets advisory services to companies. Since 2003, a number of initial public offerings have been effected, several of which were Government initiatives.

Furthermore, the CMA has issued licences to several financial institutions to engage as principal or as an agent in equity lead arrangements, equity management arrangements and/or advisory and securities custody services. Following this, a number of Saudi banks established separate subsidiaries to undertake these activities. Foreign financial institutions have been permitted to buy and sell shares directly in

companies listed on Tadawul since 2015 in accordance with the Rules for Qualified Financial Institutions Investment in Listed Securities.

In August 2020, Tadawul launched a new derivatives market as part of its strategy to diversify its product offering and provide more investment opportunities for market participants. Investors have been able to trade the Saudi Futures 30, based on the MSCI Tadawul 30 Index, since 30 August 2020.

Saudi Central Bank (Previously Saudi Arabian Monetary Authority)

Overview and Functions

SAMA is the regulator and supervisor of licensed financial institutions, including banks, finance companies (including leasing and real estate finance companies), money exchange companies, payment service providers and credit information companies in Saudi Arabia. In November 2023, the regulation of insurance companies was transferred from SAMA to a newly established regulator, The Insurance Authority.

SAMA was established pursuant to Royal Decree No. 30/4/1/1046 dated 25/07/1371H (corresponding to 20/04/1952G), and that Royal Decree was replaced by the Royal Decree No. M/36 dated 11/4/1442H (corresponding to 26/11/2020G), which changed the name to Saudi Central Bank while maintaining the acronym SAMA. SAMA's principal functions include:

- issuing the national currency;
- dealing with the banking affairs of the Government;
- supervising commercial banks and exchange dealers;
- managing Saudi Arabia's foreign exchange reserves;
- carrying out the role of the Government's bank and advisor in monetary, banking, and financial matters;
- managing monetary policy for maintaining price and exchange rate stability;
- promoting the growth of the financial system and ensuring its soundness;
- supervising finance companies; and
- supervising credit information companies.

Banking Control Law

The BCL was issued by Royal Decree No. M/5 dated 22/02/1386H (corresponding to 12/06/1966G) with the aim of protecting banks, customers' deposits and shareholders and securing adequate liquidity levels. The law prohibits banks from undertaking certain activities that might cause damage to their shareholders and customers. In addition, the law prohibits individuals and companies from using the word "bank" or its synonyms in their names or conducting any banking activities without obtaining a licence from SAMA. The BCL sets out the framework within which banks must operate in Saudi Arabia and is supplemented by circulars, directives and guidelines issued by SAMA from time to time.

Consumer Protection

SAMA has been a strong advocate of consumer protection since obtaining its charter in 1952 and the issuance of the BCL in 1966. Consequently, SAMA has played an important role in ensuring that the financial institutions under its supervision deal with consumers fairly and honestly.

As Saudi Arabia's financial sector evolves and grows, SAMA continues to review these developments and decides on appropriate legislative, regulatory and organisational changes to provide the level of consumer protection expected from a country that is a member of the world's main economic and financial organisations.

SAMA's current objective is to ensure that all consumers who have dealings with licensed financial institutions in Saudi Arabia receive the expected level of consumer protection, including fair treatment, honesty and ease of access to financial products and services.

SAMA has set out the conduct expected from such financial institutions through various regulations, policies and issued instructions, including the "Banking Consumer Protection Principles" (the **Principles**) issued in June 2013 which are based on the General Principles for Financial Consumer Protection developed by the Organisation for Economic Co-operation and Development (the **OECD**) in 2011.

The Principles set out key guidelines to enable licensed banking institutions to deliver the required level of fair treatment, honesty and financial inclusiveness thereby meeting SAMA's strategic objective for financial consumer protection in Saudi Arabia. The Principles apply to the activities of banks operating by way of a licence, which are under the supervision of SAMA and which are dealing with persons who are, or may become, consumers. They also apply to the activities of any third party engaged by such banks to undertake any outsourced activities. The Principles are binding on all such banks, complementary to the instructions and internal regulations issued by any such bank and applicable to all transactions that are made with individual consumers.

The Principles were issued pursuant to powers granted to SAMA under the following legislation and regulations:

- Charter of the Saudi Arabian Monetary Authority – Article (3d), issued by Royal Decree No. 23 dated 23/05/1377H (corresponding to 15/12/1957G), as replaced by the Law of the Saudi Central Bank – Article (4.3), issued by Royal Decree No. M/36 dated 11/4/1442H (corresponding to 26/11/2020G);
- Banking Control Law issued by Royal Decree No. M/5 dated 22/02/1386H (corresponding to 12/06/1966G); and
- Ministerial Decree No.3/2149 dated 14/10/1406H (corresponding to 22/06/1986G).

In September 2022, SAMA published updated Financial Consumer Protection Principles and Rules (the **New Consumer Finance Regulations**). The New Consumer Finance Regulations contain a number of provisions relating to the protection of consumer rights, including:

- requiring financial institutions in Saudi Arabia to develop appropriate data protection and information privacy policies;
- unifying fees, commissions and administrative service charges across all banks in Saudi Arabia;
- providing customers with summaries of their financings, which include basic details of the financing and also reference key provisions of the financing;

- prescribing rules and standards in relation to how banks deal with customers; and
- emphasising the principles of transparency and disclosure in consumer finance contracts.

The New Consumer Finance Regulations are aimed at ensuring that consumer finance contracts have enhanced levels of disclosure and transparency and are aimed at, among other things, enabling customers to be better informed of their rights and obligations under their financings.

Real Estate Financing and Finance Leasing

In August 2012, the Saudi Council of Ministers issued a package of legislation approved by Royal Decrees in relation to the finance industry, including real estate financing (the **Real Estate Finance Law**), leasing (the **Finance Lease Law**) and supervision of financial companies (the **Financial Companies Control Law**), in each case, as further described below. In February 2013, SAMA issued the implementing regulations of these laws.

Real Estate Finance Law

This law provides the regulatory architecture for the authorisation and licensing of banks and finance companies to enter the real estate market. In particular:

- banks may own real estate for the purposes of real estate finance – a key feature of Islamic financing products;
- the Government publicises real estate market activity and financiers are granted access to courts and notary registers;
- the Council of Ministers is entitled to grant tax incentives in connection with investing in real estate securities; and
- a credit check must be conducted against customers through one of the authorised credit bureaus.
- The Implementing Regulations of the Real Estate Finance Law define the role of finance companies and set out the requirements for entering into and registering a real estate finance lease. They also set out the SAMA's requirements for licensing re-finance companies as well as the rules governing the activities of re-finance companies. In 2020, SAMA issued guidelines on the provision of real-estate financing products to individuals setting out minimum requirements on entities providing such products.

Finance Lease Law

This law prescribes the rules relating to finance leasing and specifically states that:

- the responsibilities of the lessor and lessee must be carried out in a Shari'a-compliant manner (placing asset risk on the lessor during the lease term but making the lessee responsible for the relevant use);
- the transfer of leased assets is permitted to the lessee upon maturity of the lease term; and
- the lessor is permitted to request payments of future rentals if the lessee is in payment default, provided the number of such payments is not greater than the number of late payments.

The Implementing Regulations of the Finance Lease Law set out the rights and obligations of the lessor and lessee in a finance lease, outline rules relating to assignment of rights, instalment payments and ownership rights of the relevant parties and specify the requirements for establishing a company that registers finance leases and the requirements for such companies to register finance leases.

Financial Companies Control Law

This law provides a regulatory and supervisory framework for Shari'a-compliant finance companies to provide SAMA approved forms of financing, including real estate financing.

The Implementing Regulations of the Financial Companies Control Law set out SAMA's rules and requirements for licensing finance companies and contain corporate governance requirements, internal auditing requirements and other rules which the finance companies must comply with to maintain their licence.

Capital Market Authority

The CMA was established by the CML. The CMA is a governmental organisation with financial, legal and administrative independence.

The CMA regulates Saudi Arabia's capital markets. It issues the required rules and regulations for the implementation of the provisions of the CML aimed at creating an appropriate investment environment. Some of the CMA's major objectives are to:

- regulate and develop the capital market;
- protect investors and the general public from unfair and unsound practices involving fraud, deceit, cheating, manipulation and insider trading;
- achieve fairness, efficiency and transparency in securities transactions;
- develop measures to reduce the risks pertaining to securities transactions;
- develop, regulate and monitor the issuance of, and trading in, securities;
- regulate and monitor the activities of entities subject to the control of the CMA;
- regulate and monitor full disclosure of information related to securities and their issuers; and
- regulate proxy and purchase requests and public share offerings.

In addition, pursuant to the CML, the CMA has formed the Committee for the Resolution of Securities Disputes and the Council of Ministers has, also pursuant to the CML, formed the Appeal Committee for the Resolution of Securities Disputes. Both of these committees are quasi-judicial bodies authorised to adjudicate disputes and violations in respect of the CML or the rules and regulations of the CMA and/or Tadawul.

In 2016 the Financial Leadership Program 2020 (the **Program**) was launched, under which a set of initiatives on the Financial Sector Development Program (i.e. one of Saudi Arabia's 2030 vision executive programmes) were enacted, including achieving the strategic objectives and initiatives of the second strategic pillar with respect to developing an advanced capital market.

Through the Program, the CMA seeks to position the Saudi capital market as the main market in the Middle East and one of the leading financial markets in the world, while being an advanced market and

attractive to domestic and foreign investment, enabling it to play a pivotal role in developing the economy and diversifying its sources of income. The Program consists of four main pillars, as follows:

- **Facilitating Funding:** Deepening the capital markets and promoting its role in raising capital;
- **Encouraging Investment:** Supporting the growth of asset management and promoting institutional investment;
- **Promoting Confidence:** Reinforcing the capital markets' regulatory structure; and
- **Building Capacities:** Supporting the development of market participants.

The Program also has a focus on the developing regulatory environment for the Saudi financial markets to ensure investor protection, as well as enhancing adherence to international standards.

The CMA intends to increase the number of listed companies in both the main and junior parallel markets to more than 250 companies as well as doubling the invested capital via managed channels to reach SAR 650 billion of assets under management.

In accordance with the CMA's objective of developing market-leading international best practices and with a view to collaborating with other similar institutions internationally, the CMA is an active participant in the International Organisation of Securities Commissions which is recognised as the leader in setting the standards for securities and capital markets sectors globally. In addition, the CMA is also a participant in the Ministerial Committee of the Chairpersons of GCC Capital Markets Regulators as well as the Union of Arab Securities Authorities.

Formation of the Saudi Exchange (Tadawul)

In the early 1980s, the Government embarked on forming a regulated market for trading. In 1984, a Ministerial Committee comprising the Ministry of Finance and National Economy, the Ministry of Commerce and SAMA was formed to regulate and develop the market. SAMA was the government body charged with regulating and monitoring market activities until the establishment of the CMA in July 2003. As the sole regulator and supervisor of the capital markets, the CMA issues the required rules and regulations to protect investors and ensure fairness and efficiency in the market.

On 19 March 2007, the Saudi Council of Ministers approved the formation of The Saudi Exchange (Tadawul) Company. This was in accordance with Article 20 of the CML establishing Tadawul as a joint stock company for the purposes of issuing and managing mechanisms for listing and trading securities and disclosure of related information. Tadawul is responsible for the executive and operational functions in the market. It is the only authorised body to manage the stock market and it aims to provide efficiency and justice in trading as well as transparency in listing requirements, technical trading systems, securities information systems in the market in addition to providing systems with high levels of efficiency for settlements and clearing and applying professional standards for brokers and their agents in the market.

In April 2021 a holding company called Saudi Tadawul Group was established in anticipation of an initial public offering of its shares later that year. Four subsidiaries were established under the holding company: the Saudi Exchange, a dedicated stock exchange business previously called Saudi Stock Exchange (Tadawul) Company, the Securities Clearing Center Company (Muqassa), the Securities Depository Center Company (Edaa) and Wamid, a new technology services business. The Saudi Exchange was established in March 2021. As Saudi Arabia's dedicated stock exchange and the largest stock exchange in the Middle East, the Saudi Exchange carries out listing and trading in securities for local and international investors. The official source of all market information, the Saudi Exchange is

instrumental to achieving long-term growth plans for the Saudi Tadawul Group and providing market participants with attractive and diversified investment opportunities.

The Saudi Exchange is the 9th largest stock market among the 78 members of the World Federation of Exchanges and is the dominant market in the GCC. It is an affiliate member of the International Organization of Securities Commissions, the World Federation of Exchanges, and the Arab Federation of Exchanges.

The legal status, duties, and responsibilities of the Saudi Exchange and Depository Center are defined in the CML.

Management of Liquidity and Credit Risk

Under the BCL, a bank's deposit liabilities must not exceed 15 times its reserves and paid-up share capital or invested capital. The current percentage specified by SAMA for a statutory deposit is 7 per cent. of total customers' demand deposits and 4 per cent. of balances due to banks and other financial institutions (excluding balances due to SAMA and non-resident foreign currency deposits), savings deposits, time deposits and margins on letters of credit and guarantees (excluding all types of repo deposits).

In addition to the statutory deposit, each bank in Saudi Arabia is also required to maintain a liquid reserve of at least 15 per cent. of its total deposit liabilities. The liquid reserve must comprise cash, gold or assets which can be converted into cash within a period not exceeding 30 days in order to comply with the requirements of the BCL.

Previously, the BCL set a maximum limit on the amount of financial liability that a bank may incur in respect of any one person. This was replaced by the SAMA Rules on Large Exposures of Banks in August 2019. Under these rules, a bank may not grant a loan, extend a credit facility, give a guarantee or incur any other financial liability in respect of any one person in an aggregate amount exceeding:

- in the case of banks, 25 per cent. of the lending bank's total eligible capital (although if the lending bank and/or the counter party bank is/are classified as a "Domestically Systematically Important Bank" or a "Globally Systematically Important Bank", then the sum of all exposures of the lending bank to its counterparty bank cannot exceed 15 per cent. of the lending bank's available eligible capital base at all times);
- in the case of companies, 15 per cent. of the lending bank's total eligible capital; and
- in the case of individuals, 5 per cent. of the lending bank's total eligible capital.

SAMA also has the power to regulate the liquidity and credit risk of a bank by restricting, among other things, the maximum amount of money which may be financed by a bank and the categories of financings which a bank can make. These restrictions may vary from bank to bank depending on the relevant circumstances and are in addition to the statutory deposit and liquid reserve requirements provided for in the BCL.

SAMA carries out a full review of the operations of each bank every three years and more regular assessments of specific functions within each institution. SAMA has also intervened to support banks that have found themselves in difficulties. Similarly, it allowed distressed banks to benefit from low-cost funding in the 1980s and provided support to banks during the COVID-19 pandemic.

Over the years, SAMA has developed a reputation as a strict regulator. In 1989, SAMA introduced accounting and disclosure standards for commercial banks in Saudi Arabia, which essentially comply with IFRS. All banks in Saudi Arabia are now in compliance with IFRS that are endorsed in Saudi

Arabia and other standards and pronouncements issued by SOCPA. The banks also prepare their financial statements to comply with the BCL and the Companies Law.

Reporting Requirements

Banks are required to submit monthly statements of the consolidated financial position of their domestic and foreign branches. Banks also have to submit quarterly, semi-annual and annual reports to SAMA. These reports are comprehensive and deal with matters such as the maturity schedule of credit facilities, risk concentrations, large exposures, foreign exchange exposure, analysis of specific loan loss reserves and a calculation of the relevant bank's risk asset-based capital adequacy.

Banks are required to submit their audited consolidated annual financial statements to SAMA within six months of each financial year end and listed banks are required to report within three months in accordance with the Rules on the Offer of Securities and Continuing Obligations. Annual consolidated financial statements have to be audited by two independent joint auditors. The published audited consolidated financial statements of Saudi banks are required to adopt all IFRS as endorsed in Saudi Arabia and other standards and pronouncements issued by SOCPA. The consolidated financial statements are also required to comply with the BCL and the Companies Law. Listed joint stock companies have to publish quarterly financial statements as their stocks are listed on Tadawul. However, quarterly financial statements are reviewed by the auditors in accordance with the International Standard on Review Engagements 2410 "*Review of Interim Financial Information Performed by the Independent Auditor of the Entity*" that is endorsed in Saudi Arabia and are limited in terms of the scope of procedures performed.

Since SAMA introduced mandatory disclosure standards, there has been an improvement in the level of disclosure by Saudi banks. Banks now publish a breakdown of loans by sector and geography, in addition to loans to the Government and related parties. Banks also report doubtful loans, loan loss reserves and write-offs.

Anti-Money Laundering and Counter-Terrorist Financing

Saudi Arabia is a signatory to, and has implemented measures required by, the 1988 United Nations Convention Against Illicit Traffic in Narcotic Drugs and Psychotropic Substances, the International Convention for the Suppression of the Financing of Terrorism and various other international conventions and agreements relating to money laundering and terrorist financing. In June 2019, Saudi Arabia was the first Arab country to join the Financial Action Task Force (the **FATF**). On a regional level, Saudi Arabia is a founding member of the Middle East and North Africa Financial Action Task Force (the **MENA-FATF**) which was created in 2004.

Money laundering is considered an offence under Shari'a law. Over the past 10 years, Saudi Arabia has put into place a relatively comprehensive legislative and regulatory framework that deals with money laundering and terrorist financing. Saudi Arabia implemented its first customer identification procedure in 1975.

Saudi Arabia has comprehensive rules covering KYC, AML and counter-terrorist financing (**CTF**) requirements for the banking sector. In April 2003, SAMA issued updated Rules Governing the Opening of Bank Accounts and General Operational Guidelines (SAMA No. 3222/BCI/60: dated 8 April 2003) (the **Account Opening Rules**). These rules contain comprehensive requirements governing customer identification, the opening and maintenance of bank accounts, the transmission of funds and the deposit of cash and also contain detailed rules controlling the operation of bank accounts for charitable and welfare organisations. SAMA has revised the Account Opening Rules over the past years (with the most recent update from September 2021) amending, *inter alia*, guidelines on dealing with non-resident individuals, entities and multi-lateral organisations, submitting further specified legal entities to KYC requirements, increasing the required information for corporate clients to identify their

beneficial owners, tightening account operating controls, regulating the procedures of opening accounts at commercial banks and specifying the supervisory rules related to operating bank accounts.

In October 2017, Saudi Arabia's existing Anti-Money Laundering Law and Implementing Rules were replaced by (i) the Anti- Money Laundering Law and Implementing Rules issued pursuant to Royal Decree No. M/20 dated 05/02/1439H (corresponding to 25/10/2017G) and (ii) and the Combating-Terrorism Crimes and its Financing Law and its implementing regulations issued pursuant to Royal Decree No. M/21 dated 12/02/1439H (corresponding to 1 November 2017) (together, the **AML Law**) which provides an up-to-date legal framework for money laundering and terrorist financing offences.

In November 2019, SAMA issued the Anti-Money Laundering and Counter-Terrorism Financing Guide setting out the requirements of the updated AML Law for financial institutions and requiring all financial institutions operating in Saudi Arabia and supervised by SAMA to strictly comply with such requirements as well as requesting financial institutions to put in place additional appropriate measures as required by the result of their internal risk assessment.

Similarly, the CMA required capital market institutions to comply with the AML Law under the Capital Market Institutions Regulations issued by the Board of the CMA pursuant to its resolution number 1-83-2005, dated 21/5/1426H (corresponding to 28 June 2005), as last amended by the Board of the CMA pursuant to its resolution number 1-94-2022 dated 24/1/1444H (corresponding to 22 August 2022).

In August 2020, SAMA issued guidelines to combat financial fraud in banks operating in Saudi Arabia. The guidelines aim to institutionally tackle fraud, bribery and corruption by requiring all banks operating in Saudi Arabia to implement and comply with specified controls as minimum standards.

In April 2021, Saudi Arabia issued the Law on Combating Financial Fraud and Deceit, which set out certain penalties (including fines and imprisonment) for fraudulent and deceitful activities. Saudi Arabia's public prosecution body has authority to institute lawsuits in relation to acts that constitute a violation of this law.

In September 2018, the FATF and the MENA-FATF jointly conducted an assessment of Saudi Arabia's anti- money laundering and counter-terrorism financing system. The key findings, priority actions and recommendations for Saudi Arabia of this assessment were discussed in June 2018 in the joint plenary meeting of the MENA-FATF in Paris. The assessment report of Saudi Arabia can be found on the websites of MENA-FATF and FATF. In January 2020, a follow-on report was published analysing Saudi Arabia's progress in addressing the technical compliance deficiencies that were identified in the 2018 mutual evaluation report issued by the FATF and the MENA-FATF. The report found that Saudi Arabia has made some progress in addressing the technical compliance deficiencies previously identified but will remain in enhanced follow-up and continue to report back to the FATF on the progress made to strengthen its implementation of AML and CTF measures. Saudi Arabia is compliant with 17 of the 40 FATF recommendations, largely compliant with 21 and partially compliant on two, relating to statistics and international instruments, respectively.

Independent External Auditors

As a measure of prudence, SAMA requires the financial statements of all banks in Saudi Arabia to be audited jointly by two independent external auditors.

Financial Requirements

SAMA has introduced regulations to ensure that banks do not have disproportionate concentrations of risk in any one sector or client and that sufficient liquidity and capitalisation is maintained to support bank activities.

The most significant regulations are summarised below:

Doubtful and Past Due Loans/Loan Loss Reserves

In 2004, SAMA issued regulations regarding the classification of assets, as well as provisioning norms. The table below shows the classifications and the reserves required for prudential regulation purposes:

Classification	Defined as	Reserve requirement
Current	No problems	1 per cent. of outstanding
IA (Special mention).....	Potential weakness	1 per cent. of outstanding
II (Substandard)	Inadequate capacity to pay and/or profit or principal overdue by more than 90 days	25 per cent. of outstanding
III (Doubtful)	Full collection questionable and/or overdue by more than 180 days	50 per cent. of outstanding
IV (Loss).....	Uncollectible and/or overdue by more than 360 days	100 per cent. of outstanding

All banks in Saudi Arabia also calculate impairment provisions on the basis of IFRS 9 on a forward-looking “Expected Credit Loss” basis.

Liquidity

Saudi banks are required to maintain liquid assets of at least 15 per cent. of deposit liabilities. For the purposes of this calculation, cash, gold, treasury bills, government bonds, up to one month placements and any asset that can be liquidated within 30 days are included. The breakdown of call deposits, savings accounts and time deposits must also be shown on the balance sheet. The maturity of assets and liabilities has to be disclosed to determine the sensitivity to commission rate risk.

Capital Adequacy

The GCC has introduced a common standard for capital adequacy based on Bank for International Settlements capital adequacy standards. The GCC standard applicable in Saudi Arabia recommends a minimum 8 per cent. ratio of capital to risk weighted assets, including off-balance sheet risk. Assets are categorised into four risk groups carrying varying risk weights according to the risk assessment of the counterparty. There are also two levels of country risk, one for the GCC and member countries of the OECD and others that have special lending arrangements with the IMF under its general agreement to borrow, which is considered a preferred risk. All other countries are considered full risk. In contrast, BIS only counts Saudi risk and not all of the GCC at par with OECD. The other major difference is that the GCC standards account for mortgage loans as 100 per cent. risk, which differs from the BIS approach (which is applied by SAMA).

Deposit liabilities of banks are limited to 15 times capital and reserves. In cases where this ratio is exceeded, banks have to place interest-free deposits of half the excess amount with SAMA. Furthermore, 25 per cent. of net profits (after deduction of Zakat liabilities) have to be transferred to statutory reserves until the reserve balance equals paid-up capital.

Basel III Framework

In response to the global financial crisis which commenced in 2007, the Basel Committee enhanced its capital measurement and capital standards by issuing a new capital framework (the **Basel III Framework**). The Basel III Framework focuses on strengthening the quality of regulatory capital,

raising the minimum capital requirements, enhancing risk coverage and reducing cyclicality of regulatory capital. It introduces new leverage and liquidity ratio requirements and capital buffers (including in the form of a capital conservation buffer) to promote the build-up of capital. These enhancements were implemented by means of a staggered approach up to 2019.

SAMA has introduced the main elements of the Basel III Framework in accordance with the timelines agreed by the Basel Committee. This includes the introduction of the leverage ratio, the liquidity coverage ratio, the net stable funding ratio and the capital adequacy framework as well as the sound management and operational risk guidelines, the standardised approach for measuring counterparty credit-risk exposures and capital requirements for banks' exposures to central counterparties. The final pillar of the Basel III reforms changed the methodology for calculating risk-weighted assets for credit, operational and market risk. On 28 December 2022, SAMA issued its final guidelines on these changes, which became effective on 1 January 2023.

The Basel III Framework requires banks' exposures to be backed by a high-quality capital base. To this end, the predominant form of Tier 1 capital must be common shares and retained earnings. The Basel Committee principles adopted by SAMA ensure that banks hold high-quality Tier 1 capital that represents "Pure Capital" which is highly "Loss Absorbent" through the following measures:

- deductions from capital and prudential filters to be generally applied at the level of common equity or its equivalent;
- subordinated debt of high quality;
- fully discretionary non-cumulative dividends or coupons;
- neither a maturity date nor an incentive to redeem;
- innovative hybrid capital instruments with an incentive to redeem through features such as step-up clauses, currently limited to 15 per cent. of the Tier 1 capital base, will be phased out;
- Tier 3 capital instruments to cover market risks are eliminated; and
- to improve market discipline, the transparency of the capital base will be improved, with all elements of capital required to be disclosed along with a detailed reconciliation to the reported accounts.

Following the implementation of Basel III standards related to capital, the minimum requirements for regulatory capital, excluding capital buffers, in Saudi Arabia are:

- common equity tier 1 must be at least 4.5 per cent. of risk-weighted assets at all times;
- Tier 1 Capital must be at least 6.0 per cent. of risk-weighted assets at all times; and
- Total Capital (Tier 1 Capital plus Tier 2 Capital) must be at least 8.0 per cent. of risk-weighted assets at all times.

Basel IV Regulation

In response to the ongoing evolution of the banking sector following the 2007 financial crisis, the Basel Committee introduced further reforms known as the Basel IV Regulation, building upon the Basel III Framework. The implementation of the Basel IV Regulation, initially proposed for 2022, was deferred to January 2023 due to the COVID-19 pandemic. These measures aim to increase the resilience of the

banking system, ensuring higher capital adequacy, reducing variability in risk assessments, and enhancing transparency and comparability in banks' capital ratios.

SAMA has implemented the Basel IV Regulation, with full implementation taking effect from 1 January 2023. This includes an updated approach to calculating risk-weighted assets (**RWA**) thresholds, emphasising an improved standardised approach and reducing reliance on an internal ratings-based approach. Additionally, such implementation incorporates a revised leverage framework and introduces minimum output floors for RWA calculations, which are key components in aligning with the Basel IV Regulation.

Treatment of Systemically Important Financial Institutions Law

The SIFI Law relates to the treatment of systemically important financial institutions. As at the date of this Offering Circular, the implementing regulations to the SIFI Law which will contain detailed provisions have not yet been issued. Therefore, there is a current uncertainty as to the exact scope and effect of the SIFI Law and whether and to what extent it will apply to the Bank in the future.

The SIFI Law gives the relevant regulator the authority to determine, from time to time, whether a financial institution should be deemed to be systematically important. As at the date of this Offering Circular, no financial institution in Saudi Arabia has been deemed to be a systematically important financial institution by SAMA under the SIFI Law.

In light of the uncertainty as to whether the Bank will be classified by SAMA as a systemically important financial institution (**SIFI**) and SAMA's powers in relation to SIFIs, it cannot be discounted that, in the event that the Bank meets the requirements for a treatment plan to be applied as discussed below, any of the following actions could be imposed by SAMA on Certificateholders:

- conversion of the Certificates or other debt of the Bank into equity; or
- write-down or write-off of the value of the Certificates.

Among other things, the SIFI Law provides that:

- the management of the relevant financial institution shall be required to notify SAMA when the financial institution is distressed or likely to become distressed;
- within 180 days of being requested by SAMA, the relevant financial institution shall submit, for review by SAMA, a recovery plan detailing the steps and procedures to be taken for the restoration of the financial institution's financial position;
- any application for bankruptcy procedures in respect of the relevant financial institution is subject to approval by SAMA, such that SAMA may instead commence a Treatment Plan (as defined below);
- subject to the Treatment Conditions (as defined below) being met, SAMA may prepare a treatment plan (a **Treatment Plan**) for the relevant financial institution group which, subject to review and input from the financial institution, and subject to approval by the Council of Economic and Development Affairs, may provide for:
 - (a) the sale of all or part of the shares, stocks, assets and/or liabilities of the Financial Institution to a third party;
 - (b) incorporation of a bridge institution, to which all or part of the shares, stocks, assets and/or liabilities of the financial institution or bridge institution are transferred;

- (c) establishment of an asset management institution to whom the assets or liabilities of the financial institution are transferred; and/or
- (d) an amendment of the rights of creditors and/or holders of capital instruments of the financial institution, including, without limitation, the reduction, cancellation or conversion thereof.

The SIFI Law also provides that in implementing the relevant Treatment Plan, shareholders and creditors shall not receive less, or shall not incur greater losses, than what is estimated would have been received or lost, had the relevant financial institution been wound-up at the time of the Treatment Plan.

The **Treatment Conditions** are:

- The financial institution is in distress (as further explained below), or is likely to become distressed in a way that affects its continuity and ability to fulfil its obligations.
- The financial institution is unable to fulfil its obligations, affecting its ability to continue in due course, if a treatment plan is not undertaken.
- The treatment plan achieves any of the objectives of the SIFI Law.
- Implementing a treatment plan for the financial institution is better than it being wound-up.
- Pursuant to the SIFI Law, in this context, “**distress**” includes:
 - a lack of financial and administrative resources necessary to achieve the requirements of financial adequacy, liquidity, risk management or institution management in general, and to meet the continuing obligations of licensing which, if not met, justify licensing revocation;
 - where the value of the financial institution’s assets fall below, or is expected to fall below the value of its liabilities in near future;
 - where the financial institution is unable, or is expected to become unable, to pay its debts when due; and
- a need for exceptional government support.

SAMA Support Programme and Initiatives

As part of SAMA’s role in activating monetary policy tools and preserving financial stability, as well as in support of the Government’s efforts to mitigate the expected financial and economic effects on the private sector of the COVID-19 pandemic, SAMA injected over SAR 50 billion into the banking sector to enhance banking liquidity and enable banks to continue providing credit facilities for the private sector. Through this support measure, SAMA intended to help banks revise or restructure their private sector loans with no additional charges, support plans to maintain employment levels in the private sector and provide certain e-banking services for free.

SAMA’s programme was aimed at supporting and enabling the private sector to promote economic growth through a package of measures, including depositing approximately SAR 50 billion for banks and financing companies to delay the payment of dues to the financial sector (banks and finance companies) from MSMEs for defined periods. This programme was completed in March 2022. Other support included a guaranteed facility programme and a loan guarantee programme, both also aimed at supporting the MSME sector.

In addition, SAMA provided support to payment service providers to enable them to forego fees of payment services transactions for a limited period.

SUMMARY OF THE PRINCIPAL TRANSACTION DOCUMENTS

The following is a summary of certain provisions of the principal Transaction Documents and is qualified in its entirety by reference to the detailed provisions of the principal Transaction Documents. Copies of the Transaction Documents will be available for inspection as set out under "General Information – Documents Available". Words and expressions defined elsewhere in this Base Offering Circular shall have the same meanings in this section.

Master Trust Deed

The Master Trust Deed will be entered into on 18 April 2024 between the Bank, the Trustee and the Delegate and will be governed by English law. A Supplemental Trust Deed between the same parties shall be entered into on the Issue Date of each Tranche and shall also be governed by English law.

Upon issue of a Series of Certificates, the Master Trust Deed as supplemented by each relevant Supplemental Trust Deed shall together constitute the Trust declared by the Trustee in relation to such Series (the Master Trust Deed as supplemented by each relevant Supplemental Trust Deed for each Series being referred to herein as the **Trust Deed**).

The Trust Assets in respect of each Series shall comprise:

- (a) the cash proceeds of the issue of such Series of Certificates, pending application thereof in accordance with the terms of the Transaction Documents;
- (b) any and all of the rights, title, interests, benefits and entitlements, present and future, of the Trustee in, to and under the assets from time to time constituting the Mudaraba Assets of that Series (as defined below);
- (c) any and all of the rights, title, interests, benefits and entitlements, present and future, of the Trustee in, to and under the Transaction Documents (other than in relation to any representation given by the Bank (acting in any capacity) to the Trustee pursuant to any of the Transaction Documents and the covenants given to the Trustee by the Bank pursuant to clause 13.1 of the Master Trust Deed); and
- (d) any and all moneys standing to the credit of the Transaction Account of the relevant Series from time to time,

and all proceeds of the foregoing.

Pursuant to the Trust Deed, the Trustee will, in relation to each Series of Certificates, amongst other things, hold the relevant Trust Assets on trust absolutely for the Certificateholders of such Series *pro rata* according to the face amount of Certificates held by each Certificateholder and act as trustee in respect of the Trust Assets, distribute the income from the Trust Assets and perform its duties in accordance with the provisions of the relevant Trust Deed. Pursuant to the Trust Deed, the Trustee will, by way of security for the performance of all covenants, obligations and duties of the Trustee to the Certificateholders under the relevant Trust Deed, irrevocably and unconditionally appoint the Delegate to be its delegate and attorney and in its name, on its behalf and as its act and deed to:

- (a) execute, deliver and perfect all documents; and
- (b) exercise all of the present and future powers (including the power to sub-delegate), rights, authorities (including, but not limited to, the authority to request directions from any Certificateholders and the power to make any determinations to be made under the Transaction Documents) and discretions vested in the Trustee by the Trust Deed and the Certificates,

that the Delegate may consider to be necessary or desirable in order to, upon the occurrence of a Dissolution Event or a Potential Dissolution Event, and subject to its being indemnified and/or secured and/or pre-funded to its satisfaction, (i) exercise all of the rights, powers, authorities and discretions of the Trustee under the Transaction Documents and (ii) make such distributions from the relevant Trust Assets as the Trustee is bound to make in accordance with the Conditions and the Trust Deed (together, the **Delegation of the Relevant Powers**), *provided that* (A) no obligations, duties, liabilities or covenants of the Trustee pursuant to the Trust Deed or any other Transaction Document shall be imposed on the Delegate by virtue of the Delegation; (B) in no circumstances will such Delegation of the Relevant Powers result in the Delegate holding on trust or managing the relevant Trust Assets; and (C) such Delegation of the Relevant Powers shall not include any duty, power, trust, right, authority or discretion to dissolve any of the trusts constituted by the Trust Deed following the occurrence of a Dissolution Event or Potential Dissolution Event or to determine the remuneration of the Delegate. The Trustee has undertaken in the Trust Deed to ratify and confirm all things done and all documents executed by the Delegate in the exercise of all or any of its powers pursuant to the Delegation.

The Delegation is to be made by the Trustee to the Delegate for the benefit of the Delegate and the Certificateholders, subject to the terms of the Conditions and the Trust Deed, shall not affect the Trustee's continuing role and obligations as trustee. Pursuant to the Trust Deed:

- (a) in relation to a Series, upon the occurrence of a Bank Event and the delivery of a Dissolution Notice by the Delegate to the Trustee, to the extent that the amounts payable in respect of the Certificates of such Series have not been paid in full pursuant to Condition 12.1, the Delegate may at its discretion or shall, if so directed by an Extraordinary Resolution of the Certificateholders or if so requested in writing by the Certificateholders holding at least one-fifth of the then aggregate face amount of the Certificates outstanding, and subject to its being indemnified and/or secured and/or prefunded to its satisfaction take one or more of the following steps: (i) institute any steps, actions or proceedings for the winding-up of the Bank and/or (ii) prove in the winding-up of the Bank and/or (iii) institute any steps, actions or proceedings for the bankruptcy of the Bank; and/or (iv) claim in the liquidation of the Bank and/or (v) take such other steps, actions or proceedings which, under the laws of the Kingdom, have an analogous effect to the actions referred to in paragraphs (i) to (iv) above, in each case for (subject to the provisos contained in Condition 12.3(a)) all amounts of Mudaraba Capital, Dissolution Mudaraba Capital, any Indemnity Payment, Rab-al-Maal Mudaraba Profit, Rab-al-Maal Final Mudaraba Profit and/or other amounts due in each case in respect of such Series to the Trustee on termination of the Master Mudaraba Agreement (with respect to such Series) in accordance with its terms and the terms of the other Transaction Documents); and
- (b) without prejudice to Conditions 12.1 and 12.3, the Trustee (or the Delegate) may at its discretion and the Delegate shall, if so directed by an Extraordinary Resolution of the Certificateholders or if so requested in writing by Certificateholders holding at least one-fifth of the then aggregate face amount of the Certificates then outstanding of the relevant Series and without further notice (subject in each case to Condition 12.3(e)(i)) institute such steps, actions or proceedings against the Bank and/or the Trustee, as it may think fit to enforce any term or condition binding on the Bank or the Trustee (as the case may be) under the Certificates and the Transaction Documents (other than any payment obligation of the Bank under or arising from the Transaction Documents, including, without limitation, payment of any principal or premium or satisfaction of any payments in respect of the Transaction Documents, including any damages awarded for breach of any obligations) including, without limitation, any failure by the Bank to procure the substitution of the Trustee in the circumstances described in Condition 12.2. However, in no event shall the Bank, by virtue of the institution of any such steps, actions or proceedings, be obliged to pay any sum or sums, in cash or otherwise, sooner than the same would otherwise have been payable by it in accordance with the Transaction Documents.

In relation to each Series and prior to the relevant Issue Date, a Transaction Account will be established in the name of the Trustee. Monies received in the Transaction Account will, *inter alia*, comprise payments of amounts payable under the Master Mudaraba Agreement immediately prior to each Periodic Distribution Date (see " – *Master Mudaraba Agreement*" below). The Trust Deed shall provide that all monies credited to the relevant Transaction Account from time to time will be applied in the order of priority set out in Condition 5(b).

Agency Agreement

The Agency Agreement will be entered into on 18 April 2024 in relation to the Certificates between, amongst others, the Trustee, the Bank, the Delegate, the Principal Paying Agent and the Registrar. The Agency Agreement will govern the arrangements between the Trustee and the agents named therein for the issuance of Certificates and the making of payments in respect thereof. The Agency Agreement will be governed by English law.

Pursuant to the Agency Agreement, the Registrar has agreed to be appointed as agent of the Trustee and has agreed, amongst other things, to authenticate (or procure the authentication of) and deliver the Global Certificate and, if any, each Definitive Certificate; the Principal Paying Agent has agreed to be appointed as agent of the Trustee and has agreed, amongst other things, to pay amounts due in respect of the Certificates on behalf of the Trustee; and the Transfer Agent has agreed to be appointed as agent of the Trustee and has agreed, amongst other things, to effect requests to transfer and issue Definitive Certificates.

On the Issue Date, the Registrar will (i) authenticate (or procure the authentication of) the Global Certificate in accordance with the terms of the Trust Deed; and (ii) deliver the Global Certificate to the Common Depositary.

The Trustee shall cause to be deposited into the relevant Transaction Account opened by the Trustee with the Principal Paying Agent, in same day freely transferable and immediately available, cleared funds, any payment which may be due under the Certificates in accordance with the Transaction Documents.

The Principal Paying Agent agrees that it shall, on each Periodic Distribution Date and on the date fixed for payment of the Dissolution Distribution Amount, or any earlier date specified for the liquidation of the Mudaraba of a Series, apply the monies standing to the credit of the relevant Transaction Account in accordance with the order of priority set out in Condition 5(b).

Master Mudaraba Agreement

The Master Mudaraba Agreement will be entered into on 18 April 2024 between the Bank (as the Mudareb) and Al Rajhi Tier 1 Sukuk Limited (as Trustee and Rab-al-Maal) and will be governed by English law. A Supplemental Mudaraba Agreement between the same parties shall be entered into on the Issue Date of each Tranche and shall also be governed by English law.

In respect of each Series, the Mudaraba (as defined in the Master Mudaraba Agreement) will commence on the date of the payment of the Initial Mudaraba Capital to the Mudareb and will end (i) on the date (being, in respect of each Mudaraba, the **Mudaraba End Date**) on which the relevant Series of Certificates are redeemed in whole but not in part in accordance with the Conditions following the actual liquidation of the relevant Mudaraba in accordance with the terms of the Master Mudaraba Agreement or (ii) (if earlier), and in the case of a Write-down with respect to such Series resulting in the reduction of the face amount of the Certificates of that Series then outstanding to zero, on the relevant Non-Viability Event Write-down Date.

Pursuant to the Mudaraba Agreement, the proceeds of the issue of each Tranche will be contributed by the Rab-al-Maal to the Mudareb and such amount (together with the Mudaraba Capital of any other Tranche of the relevant Series) shall constitute the Mudaraba Capital of the relevant Mudaraba. The Mudaraba Capital of the relevant Mudaraba shall be invested by the Bank (as Mudareb), on an unrestricted co-mingling basis, in the Business Portfolio carried out through the General Mudaraba Pool in accordance with the investment plan prepared by the Mudareb and scheduled to the Master Mudaraba Agreement (the **Investment Plan**). The Mudareb will acknowledge and agree in the Master Mudaraba Agreement that the Investment Plan was prepared by it with due skill, care and attention, and acknowledge that the Trustee has entered into the Mudaraba in reliance on the Investment Plan and that the terms of the Investment Plan shall apply to each Mudaraba. The General Mudaraba Pool does not include any other investment pool maintained by the Bank.

The Mudareb is authorised to co-mingle any of its own assets from time to time with the Mudaraba Assets of any Mudaraba during any Mudaraba Term (as defined in the Master Mudaraba Agreement), provided that prior to the calculation of any Mudaraba Profit or Final Mudaraba Profit for each relevant Mudaraba the Mudareb shall deduct a proportion of any profit earned for its own account.

The Master Mudaraba Agreement provides that the profit (if any) generated by the Mudaraba will be distributed by the Mudareb on each Mudaraba Profit Distribution Date relating to a Mudaraba, on the basis of a constructive (and, in the case of the final Mudaraba Profit Distribution Date, an actual) liquidation of such Mudaraba by the Mudareb in accordance with the following profit sharing ratio:

- (a) the Trustee, 99 per cent.; and
- (b) the Mudareb, 1 per cent.

If, in respect of a Mudaraba, the Mudareb elects to make a payment of Mudaraba Profit, or the Final Mudaraba Profit of that Mudaraba is otherwise payable pursuant to the Master Mudaraba Agreement, and if the Trustee's share of the Mudaraba Profit (the **Rab-al-Maal Mudaraba Profit**) or the Trustee's share of the Final Mudaraba Profit (the **Rab-al-Maal Final Mudaraba Profit**) (as applicable) payable to the Trustee is (i) greater than the then applicable Periodic Distribution Amount, the amount of any excess shall be credited to a reserve account (in respect of each Mudaraba, the **Mudaraba Reserve**) for and on behalf of the Rab-al-Maal and the Rab-al-Maal Mudaraba Profit or the Rab-al-Maal Final Mudaraba Profit (as applicable) payable to the Trustee will be reduced accordingly; or (ii) is less than the then applicable Periodic Distribution Amount, the Mudareb shall first utilise any amount available in the relevant Mudaraba Reserve to make payments to the Rab-al-Maal in order to cover such shortfall and second, may (at its sole discretion) elect (but shall not be obliged) to make one or more payments from its own cash resources in order to cover such shortfall.

During each Mudaraba Term, the Mudareb shall invest amounts standing to the credit of the relevant Mudaraba Reserve (after deducting any amounts to be applied in accordance with clause 5.4(b), clause 5.4(c) or clause 5.11 of the Master Mudaraba Agreement) in the same manner as it invested the relevant Mudaraba Capital for and on behalf of the Rab-al-Maal in accordance with the Investment Plan.

In respect of each Series, if the Mudareb makes a Non-Payment Election or a Non-Payment Event occurs, then the Mudareb shall give notice to the Trustee, the Principal Paying Agent, the Delegate and the Certificateholders, in each case providing details of such Non-Payment Election or Non-Payment Event in accordance with the notice periods set out in the Master Mudaraba Agreement. In respect of each Series, the Trustee shall have no claim in respect of any Rab-al-Maal Mudaraba Profit or Rab-al-Maal Final Mudaraba Profit not paid as a result of either a Non-Payment Event or (in the case of any Rab-al-Maal Mudaraba Profit only) a Non-Payment Election and such non-payment in whole or in part, as applicable, in such circumstance will not constitute a Dissolution Event with respect to such Series.

In respect of each Series, if the Mudareb makes a Non-Payment Election or a Non-Payment Event occurs, then from the date of such Non-Payment Election or Non-Payment Event (the **Dividend Stopper Date**), the Mudareb shall be prohibited, during the relevant Mudaraba Term, from declaring or paying certain distributions or dividends, declaring or paying profit for other distributions on certain of its securities, or redeeming, purchasing, cancelling, reducing or otherwise acquiring certain of its share capital and securities, in each case unless or until (i) the next following payment of Rab-al-Maal Mudaraba Profit or, (ii) as the case may be, Rab-al-Maal Final Mudaraba Profit, in each case following the Dividend Stopper Date, has been made in full to the Trustee following such Non-Payment Election or Non-Payment Event (or an amount equal to that amount has been duly set aside or provided for in full for the benefit of the Trustee).

Subject to certain conditions as set out in the Master Mudaraba Agreement, the Bank (as Mudareb) may (in its sole discretion) liquidate the Mudaraba in whole, but not in part, on the basis of a final actual liquidation of such Mudaraba in accordance with the Master Mudaraba Agreement in the following circumstances:

- (a) on the relevant Call Date, by giving not less than 20 nor more than 35 days' prior notice to the Trustee; or
- (b) on any date, on or after the relevant Issue Date (whether or not a Periodic Distribution Date), by giving not less than 20 nor more than 35 days' prior notice to the Trustee:
 - (i) upon the occurrence of a Tax Event; or
 - (ii) upon the occurrence of a Capital Event.

If the Mudareb were to exercise its option to liquidate the Mudaraba of a Series in accordance with paragraph (a) or (b) above and, based on the constructive liquidation of the relevant Mudaraba Assets, the proceeds which would be generated upon such liquidation are less than the Required Liquidation Amount with respect to such Series (such difference being, the **Shortfall**), the Mudareb shall either (i) continue investing the Mudaraba Capital of the relevant Series in the Mudaraba of that Series, and accordingly the Mudareb shall not proceed with the final actual liquidation of the Mudaraba and no distribution of the liquidation proceeds shall occur, or (ii) proceed with such final actual liquidation and indemnify the Trustee in respect of such Shortfall and transfer the Rab-al-Maal Liquidation Proceeds (as defined in the Master Mudaraba Agreement) and the Shortfall into the Transaction Account of the relevant Series, subject to certain conditions not being breached. The **Required Liquidation Amount** means, in respect of each Mudaraba: (a) the Mudaraba Capital of such Mudaraba; (b) subject to a Non-Payment Event not having occurred, the Final Mudaraba Profit for such Mudaraba; and (c) any amount that remains outstanding for recovery pursuant to Clause 5.4(c) of the Master Mudaraba Agreement.

Under the terms of the Master Mudaraba Agreement, the Mudaraba of a Series will mandatorily be liquidated in whole but not in part if a Bank Event occurs and a Dissolution Notice is delivered pursuant to Condition 12.1. The Mudareb acknowledges under the Master Mudaraba Agreement that the Trustee shall in each such case be entitled to claim for all amounts due in accordance with the terms of the Master Mudaraba Agreement, subject to certain conditions being satisfied.

The Master Mudaraba Agreement also provides that if a Non-Viability Event occurs at any time on or after the Issue Date of the first Tranche of a Series and prior to the Effective Date, a Write-down (in whole or in part, as applicable) will take place. In such circumstances in relation to any Series, in the case of a Write-down in whole only, the Master Mudaraba Agreement (with respect to such Series only) will be automatically terminated (and none of the Trustee, the Certificateholders nor the Delegate shall be entitled to any claim for any amounts in connection with the Mudaraba Assets of that Series) and in the case of a Write-down in part only, the Mudaraba Capital of that Series shall be reduced in proportion to the face amount of the Certificates of that Series that are to be Written-down and none of the Trustee,

the Certificateholders nor the Delegate shall be entitled to any claim for any amounts in connection with the Mudaraba Assets of that Series that relate to the proportion of the Mudaraba Capital of that Series that has been reduced.

The Mudareb shall not be responsible for any losses to the Mudaraba Capital of any Series suffered by the Trustee unless such losses are caused by the Mudareb's (i) breach of the Master Mudaraba Agreement or (ii) gross negligence, wilful misconduct or fraud.

The Mudareb shall exercise its rights, powers and discretions under the Master Mudaraba Agreement and shall take such action as it deems appropriate, in each case, in accordance with material applicable laws, with the degree of skill and care that it would exercise in respect of its own assets and in a manner that is not repugnant to *Shari'a*.

The Master Mudaraba Agreement also provides that, following the investment of the Mudaraba Capital of each Series, the Mudareb shall ensure, in conjunction with Al Rajhi Capital Company's *Shari'a* Committee that the Mudaraba Capital of such Series remains, at all times, compliant with the principles of *Shari'a*.

Other than its share of profit from the Mudaraba and any incentive payable in accordance with the Master Mudaraba Agreement, the Mudareb shall not be entitled to receive any remuneration from any Mudaraba.

The Mudareb will agree in the Master Mudaraba Agreement that all payments thereunder by the Mudareb to the Trustee shall be made free and clear of, and without withholding, retention or deduction for, or on account of, any present or future Taxes, unless such withholding, retention or deduction is required by law. In such event, and/or if Additional Amounts are payable by the Trustee in respect of the Certificates of any Series in accordance with Condition 13, the Master Mudaraba Agreement provides for the payment by the Mudareb of such Taxes and/or Additional Amounts by payment to the Transaction Account of the relevant Series in the Specified Currency by wire transfer for same day value so that the net amounts received by the Certificateholders shall equal the respective amounts that would have been received in the absence of such withholding, retention or deduction and in the absence of the withholding, retention or deduction to which Condition 13 applies. The Master Mudaraba Agreement provides that to the extent any such additional amounts are paid by the Mudareb, the Mudareb shall immediately recover such additional amounts from the amounts (if any) standing to the credit of the Mudaraba Reserve and if, following such recovery, a shortfall remains between the amounts standing to the credit of the relevant Mudaraba Reserve and such additional amounts paid by the Mudareb, the Mudareb shall be entitled to recover amounts equal to such shortfall amounts from any excess liquidation proceeds of that Mudaraba.

***Shari'a* Compliance**

Each Transaction Document provides that each of Al Rajhi Tier 1 Sukuk Limited and Al Rajhi Banking and Investment Corporation agrees that it has accepted the *Shari'a* compliant nature of the Transaction Documents and, to the extent permitted by law, further agrees that:

- (a) it shall not claim that any of its obligations under the Transaction Documents (or any provision thereof) is *ultra vires* or not compliant with the principles of *Shari'a*;
- (b) it shall not take any steps or bring any proceedings in any forum to challenge the *Shari'a* compliance of the Transaction Documents; and
- (c) none of its obligations under the Transaction Documents shall in any way be diminished, abrogated, impaired, invalidated or otherwise adversely affected by any finding, declaration,

pronouncement, order or judgment of any court, tribunal or other body that the Transaction Documents are not compliant with the principles of *Shari'a*.

TAXATION

The following is a general description of certain tax considerations relating to the Certificates. It does not purport to be a complete analysis of all tax considerations relating to the Certificates, whether in those jurisdictions or elsewhere, nor does it address the considerations that are dependent on individual circumstances. Prospective purchasers of Certificates should consult their own tax advisers as to which countries' tax laws could be relevant to acquiring, holding and disposing of Certificates and receiving payments under the Certificates and the consequences of such actions under the tax laws of those countries. This summary is based upon the law as in effect on the date of this Base Offering Circular and is subject to any change in law that may take effect after such date.

Cayman Islands

The following is a discussion on certain Cayman Islands tax consequences of an investment in the Certificates. The discussion is a general summary of present law, which is subject to prospective and retroactive change. It is not intended as tax advice, does not consider any investor's particular circumstances and does not consider tax consequences other than those arising under Cayman Islands law.

Under existing Cayman Islands laws, payments on Certificates to be issued will not be subject to taxation in the Cayman Islands and no withholding will be required on the payments to any holder of the Certificates, nor will gains derived from the disposal of the Certificates be subject to Cayman Islands income or corporation tax. The Cayman Islands currently has no income, corporation or capital gains tax and no estate duty, inheritance or gift tax. On 26 March 2024, the Trustee received an undertaking from the Governor in Cabinet of the Cayman Islands, pursuant to the Tax Concessions Act (As Revised) of the Cayman Islands, that for a period of 30 years from the date of grant of that undertaking no law which is enacted in the Cayman Islands imposing any tax to be levied on profits, income, gains or appreciation shall apply to the Trustee or its operations and, in addition, that no tax to be levied on profits, income, gains or appreciations or which is in the nature of estate duty or inheritance tax shall be payable on or in respect of the shares, debentures or other obligations (which includes the Certificates) of the Trustee or by way of the withholding in whole or part of any relevant payment as defined in the Tax Concessions Act (As Revised). No capital or stamp duties are levied in the Cayman Islands on the issue or redemption of Certificates. However, an instrument transferring title to any Certificates, if brought to or executed in the Cayman Islands, would be subject to Cayman Islands stamp duty. An annual registration fee is payable by the Trustee to the Cayman Islands Registrar of Companies which is calculated by reference to the nominal amount of its authorised capital. At current rates, this annual registration fee is U.S.\$853.66. The foregoing is based on current law and practice in the Cayman Islands and this is subject to change therein.

Saudi Arabia

Unless otherwise stated, capitalised terms in this sub-section shall have the meanings given to them in "General" below.

The statements herein regarding taxation/Zakat are based on the Kingdom's laws in effect as of the date of this Base Offering Circular and are subject to any changes occurring after such date, which changes could have retroactive effect. These include the Income Tax Law promulgated under Royal Decree No. M/1 dated 15/1/1425H (corresponding to 6 March 2004) and its By-Laws issued under Ministerial Resolution No. 1535 dated 11/6/1425H (corresponding to 29 July 2004), as amended from time to time (collectively the **Income Tax Law**), and the Zakat Collection Regulations issued pursuant to Royal Decree No. 17/04/28/8634 dated 29/06/1370H (corresponding to 7 April 1951) and the Implementing Zakat Regulations under Ministerial Resolution No. 2216 dated 7/7/1440H (corresponding to 14 March 2019) and new Zakat Regulations issued through MR 1007 dated 19/8/1445H, published on 11/9/1445H

(corresponding to 21 March 2024), as amended from time to time (collectively, the **Zakat Regulations**).

The following summary is a general description of certain Saudi Arabian tax and Zakat considerations relating to the Certificates. It does not purport to be a comprehensive description of all the tax and Zakat considerations which may be relevant for a decision to subscribe for, purchase, own or dispose of the Certificates and does not purport to deal with the tax and Zakat consequences applicable to all categories of investors, some of which (such as dealers in securities or commodities) may be subject to special rules.

Prospective purchasers of the Certificates are advised to consult their own Saudi Arabian tax and Zakat advisers concerning the overall tax and Zakat consequences of their ownership of the Certificates.

Overview of Saudi Tax and Zakat

Corporate Income Tax

According to the Income Tax Law, a resident company in the Kingdom with foreign (i.e., non-GCC) ownership (on its foreign partner or shareholder's share, as the case may be) and a non-resident who carries on business in the Kingdom through a Permanent Establishment (as defined below), is subject to corporate income tax in the Kingdom at the rate of 20 per cent (if it is not engaged in oil and hydrocarbon production activities).

Resident companies wholly owned by GCC Persons (in addition to persons subject to Zakat listed below under the sub-section entitled "*Zakat*") are subject to Zakat instead of corporate income tax.

Resident companies jointly owned by GCC and non-GCC Persons are subject to corporate income tax in respect of the share of their taxable profit attributable to the ownership (legal or beneficial) percentage held by non-GCC Persons and Zakat on the ownership percentage held by GCC Persons.

Shares held by GCC Persons in a resident company are subject to Zakat and not income tax. In determining the tax/Zakat profile of a Saudi tax/Zakat resident company, ZATCA applies a "look-through" approach to determine whether the up-stream shareholding structure at any point exists outside of the GCC (i.e., at the ultimate shareholder level). However, the "look-through" approach only applies to shareholders that are GCC resident persons. Therefore, the percentage of the share capital of a legal entity resident in the Kingdom that is owned by a shareholder entity incorporated outside the GCC is subject to corporate income tax regardless of the nationalities of the ultimate shareholder in such non-GCC incorporated entity.

Zakat

Zakat is an obligation imposed on Muslims by the *Shari'a* law to pay a fixed percentage of their wealth for the relief of poverty.

The Zakat implementing regulations of the Kingdom were issued by Ministerial Resolution No. 2216 dated 7/7/1440 in the Hijri calendar (corresponding to 14 March 2019) and became effective for financial years starting 1 January 2019. However, recently, new Zakat implementing regulations under MR 1007 dated 19/8/1445H, published on 11/9/1445H (corresponding to 21 March 2024) (**new Zakat Regulations**) were issued which will be effective for financial years starting 1 January 2024. The Zakat payers have the option to apply the new Zakat Regulations retrospectively subject to fulfilment of some conditions.

Zakat is a religious levy subject to varying interpretations and complex computation rules. Separate rules are applicable for the calculation of Zakat by Zakat payers who are engaged in the Kingdom in

financing activities (licensed by the Saudi Central Bank) and Zakat payers who are engaged in the Kingdom in non-financing activities.

According to the Zakat Regulations, the following are subject to the provisions thereof:

- GCC natural persons resident in the Kingdom, carrying an activity in the Kingdom under a license/applicable rules and regulations;
- resident companies wholly owned by GCC Persons and for companies jointly owned by GCC and non-GCC Persons, on the ownership percentage held by such GCC Persons;
- State-owned companies and resident companies owned by the Public Investment Fund;
- resident companies listed on a financial market in the Kingdom on the shares held by GCC persons and non-GCC Persons (except for ownership by founder shareholders and those considered to be founder shareholders based on the relevant articles of association or other legal documents; and
- finance funds licensed by CMA.

Notwithstanding the above, Zakat is not assessed/applicable to:

- resident capital companies operating in the oil and hydrocarbon production sector; and
- any entity (or Zakat payer) which is exempted by a decision of ZATCA or the Ministry of Finance.

With the new Zakat Regulations, charity associations, entities wholly owned by Awqaf and non-profit organizations are exempt from Zakat subject to certain conditions.

This section broadly covers the Zakat consequences of investment in the Certificates by investors who are engaged in non-financing activities in the Kingdom. In general, as per the new Zakat Regulations, if a Zakat payer is following the Gregorian year, Zakat will be levied at approximately 2.578 per cent (prorated Zakat rate) on all the elements of Zakat base (including adjusted profits). Moreover, there are maximum and minimum limits for Zakat base and Zakat payers will settle Zakat within these limits, unless their Zakat base is negative and they are in an adjusted loss situation (in which case, no Zakat will be due).

As per the new Zakat Regulations, receivable loans, subordinated/additional financings and equivalents provided to the investee may be considered as deductible, subject to fulfilment of certain conditions. Furthermore, as per Ministerial Resolution No. 58705 dated 21/09/1444H (corresponding to 12 April 2023G), (Article 55 of the new Zakat Regulations) sukuk and bonds are allowed as deductions from the Zakat base of the investors provided that following conditions are met:

- the issuer of such bonds, sukuk and other non-governmental debt securities elects to treat them as capital and does not change this treatment until their maturity; and
- the investor holds such non-governmental debt securities for non-trading purposes.

Special Zakat Rules for Financing Activities

Special Zakat rules (*Zakat Calculation for Financing Companies*) were issued pursuant to Ministerial Decision No. 2215 dated 07/07/1440H (corresponding to 14 March 2019G), which are made Part 1 of Chapter 7 of the new Zakat Regulations. These are applicable to resident Zakat payers engaged in financing activities, such as banking and finance lease activities, and which are licenced by the Saudi

Central Bank. These Zakat rules are based on the attributable method in computing Zakat, by calculating the Zakatable assets and sources of funds subject to Zakat which depend on the residual maturity profile of all assets and liabilities.

The rules provide for minimum and maximum cap amounts for the Zakat base depending on the net profit or net loss of the Zakat payer as per their financial statements.

Special Zakat Rules for Investment Funds

Special Zakat Rules for Investment Funds were issued pursuant to MR No. 29791 dated 09/05/1444H (corresponding to 3 December 2022G) (*Zakat Collection Rules for Investments Funds*), which are made Part 3 of Chapter 7 of the new Zakat Regulations. These rules are effective from 1 January 2023.

Under the Special Zakat Rules for Investment Funds:

1. investment funds are not subject to Zakat but are required to register and submit Zakat base calculation (information declaration to ZATCA);
2. unitholders in such funds are subject to Zakat, except in the case of:
 - a unitholder in a finance fund; and
 - a unitholder which (i) is a 100 per cent direct or indirect owner of the fund and (ii) has submitted a consolidated declaration with such fund.

Under the Special Zakat Rules for Investment Funds, investments in investment funds are deductible from the Zakat base of unitholders, provided that:

1. such investments are held for non-trading purposes;
2. calculation of Zakat on such investments is performed in accordance with paragraph 3 below and is set out either (i) in unitholders' audited financial statements or (ii) a certificate is prepared in accordance with the Special Zakat Rules and approved by a chartered accountant licensed in the Kingdom; and
3. Zakat on such investment is calculated by the following formula: the fund's zakat base $\times$ percentage of the unitholders' share in such fund $\times$ applicable Zakat rate.

Withholding Tax (WHT)

Residents of the Kingdom and the Permanent Establishment of a non-Resident are required to withhold taxes on certain payments to non-Residents of the Kingdom, including to residents of the other GCC countries if such payment is from a source in the Kingdom. The WHT rate varies from 5 per cent. to 20 per cent. depending on the nature of the underlying payment. Income earned by Certificateholders from their investments in the Certificates in the nature of profit is, in substance, more of a financing activity and as such it should be considered akin to a Loan Charge (akin in interest) as per Article 5(1) of the By-laws to Income Tax Law.

WHT is imposed on payments against services and not on goods. Services are defined to mean any work performed for compensation except for the purchase and sale of goods or any other properties.

A Loan Charge paid to non-Residents attracts 5 per cent. WHT unless such WHT is reduced or eliminated pursuant to the terms of an applicable double tax treaty between Saudi Arabia and the

country of such non-Resident beneficiary. As at the date of this Base Offering Circular, no effective tax treaty between Saudi Arabia and the Cayman Islands is in place. Moreover, as of the date of this Base Offering Circular, the Kingdom had double tax treaties that are currently or about to be effective with 53 countries.

In view of the above, payment of periodic distributions by the Bank to the Trustee (being a non-resident) will be subject to a 5 per cent. WHT as a Loan Charge.

The Transaction Documents provide that payments by the Bank (in its relevant capacity) shall be made without withholding, retention or deduction for, or on account of, any present or future Taxes (as defined in the Conditions), unless the withholding, retention or deduction of the Taxes is required by law and, in such case, provide for the payment by the Bank of additional amounts so that the full amount which would otherwise have been due and payable is received by the Trustee. In addition, Condition 13 provides that all payments by the Trustee in respect of the Certificates shall be made without withholding, retention or deduction for, or on account of, any present or future Taxes, unless the withholding, retention or deduction of the Taxes is required by law. In such event, the Trustee shall pay Additional Amounts so that the full amount which otherwise would have been due and payable under the Certificates is received by the parties entitled thereto, subject to certain exceptions described in Condition 13. The Trust Deed provides that, in the event that the Trustee fails to comply with any obligation to pay Additional Amounts pursuant to Condition 13, the Bank will pay to the Delegate (for the benefit of the Certificateholders) an amount equal to the liability of the Trustee in respect of any and all Additional Amounts required to be paid by it in respect of the Certificates pursuant to those provisions.

Capital Gains Tax

According to Article 2 of the Income Tax Law, Persons Subject to Taxation include non-residents in the Kingdom with taxable income generated from sources in the Kingdom and without a Permanent Establishment for tax purposes in the Kingdom.

Further, Article 1(2) of the By-Laws to the Income Tax Law defined the applicable tax on such a person as to being subject to the following:

- WHT, if the income generated is stipulated under Article 68 of the Income Tax Law (as discussed in “*Withholding Tax*” and “*Certain tax and Zakat implications for Certificateholders—Certificateholders who are not Resident in the Kingdom*”); and
- Capital gains tax, if the income is derived from disposal of fixed and traded assets, or from disposal of shares in a resident company under the general provisions of the Income Tax Law.

Based on the above, if the sale of the Certificates by the Certificateholders is considered a source of income in the Kingdom, then the related income (or capital gain) will be subject to 20 per cent tax according to the rules for computation of capital gain tax provided in the Income Tax Law for non-residents.

Capital gains realised from disposal of securities (such as the Certificates) traded inside or outside the Kingdom are exempt from tax in the Kingdom subject to certain conditions, however, this exemption is not applicable to the Certificates, as the Certificates will not be listed on Tadawul in the Kingdom.

Capital gains realised from disposal of the Certificates by (a) a Resident Certificateholder and (b) a non-resident Certificateholder with a Permanent Establishment for tax purposes (if such gain is attributed to such Permanent Establishment's activities) will not be subject to capital gains tax. However, such gains

will be included in the total income of such Certificateholders subject to corporate income tax or Zakat in the Kingdom.

Certain tax and Zakat implications for Certificateholders

(A) *Certificateholders who are GCC persons and Resident in the Kingdom*

Legal entities Resident in the Kingdom and wholly owned by GCC persons

All income in the nature of a Loan Charge or capital gains realised in respect of the Certificates will be part of such Certificateholder's Saudi Arabian reportable gross income subject to Zakat. This summary does not consider the extent to which such Certificateholder would be liable to Zakat as a consequence of acquiring, holding or disposing of its Certificates. It should be noted that as per the new Zakat Regulations, sukuk and bonds are allowed as deductions from the Zakat base of the investors provided that: (i) such sukuk and bonds are for non-trading purposes and (ii) the relevant issuer or obligor has treated such sukuk and bonds as capital for Zakat purposes. The treatment adopted by the relevant issuer or obligor cannot be changed during the term of the relevant sukuk and bond.

Legal Entities Resident in the Kingdom but not Wholly Owned by GCC Persons

Certificateholders that are legal entities Resident in the Kingdom owned jointly by GCC persons and non-GCC persons are subject to Zakat and corporate income tax in the Kingdom, based on the percentage of shares held by GCC and non-GCC shareholders, respectively in respect of any income received in the nature of Loan Charge or capital gains realised in respect of the Certificate.

Certificateholders that are GCC Natural Persons and Resident in the Kingdom

GCC natural persons resident in the Kingdom for tax purposes should in principle be subject to Zakat in the Kingdom if they carry out activities under a license/applicable rules and regulations in the Kingdom; however, if these Certificateholders do not perform any activity in the Kingdom (other than holding the Certificates), Zakat compliance/administration is not currently enforced by ZATCA for such individuals (unless they carry out such activities through commercial registration).

(B) *Certificateholders who are Non-GCC persons and Resident in the Kingdom*

Certificateholders that are non-GCC persons and Resident in the Kingdom will be subject to corporate income tax in the Kingdom.

Income in the nature of a Loan Charge or capital gains realised in respect of the Certificates will be part of such Certificateholder's Saudi Arabian reportable gross income, subject to 20 per cent corporate income tax (other than in respect of persons engaged in oil and hydrocarbon and natural gas production where the prescribed income tax rates for such activities will be applicable).

Certificateholders that are non-GCC natural persons and Resident in the Kingdom, who receive income in the nature of a Loan Charge or capital gains realised in respect of the Certificates and these incomes are connected to business activity in the Kingdom, such amounts generally will be subject to 20 per cent corporate income tax in the Kingdom. For Certificateholders that are non-GCC natural persons and Resident in the Kingdom are not engaged in any business activity, the current practice of the Zakat, Tax and Customs Authority is not clear as to whether these Certificateholders are subject to Saudi Arabian income tax. Such prospective Certificateholders

are therefore advised to consult their own tax/zakat advisers as to the applicable tax/zakat laws in respect of acquiring, holding and/or disposing of Certificates and/or receiving any payments thereunder.

(C) Certificateholders who are not Resident in the Kingdom

Certificateholders, either natural persons or legal entities, that are not Resident and do not have a permanent establishment in the Kingdom, (whether such Certificateholders are GCC persons (other than the Kingdom) or non-GCC persons), *prima facie*, should not be subject to Saudi Arabian tax since any payment (i.e., a Loan Charge) flows from a non-Resident entity (i.e., the Trustee) to Certificateholders that are non-Resident.

However, direct payments by the Bank (if any) that are in the nature of a Loan Charge (other than capital gain realised from disposal of Certificate) in respect of the Certificates (as provided by the Terms and Conditions of the Certificates) to Certificateholders that are resident outside the Kingdom are subject to WHT at a rate of 5 per cent in the Kingdom. In a few limited instances, Certificateholders may claim a refund of the WHT where a double tax treaty is in place between the Kingdom and the country in which the Certificateholder is resident for tax purposes and where such treaty provides for an exemption, (lower tax rate or refund subject to meeting certain conditions and submission of prescribed documents).

Certain Transaction Documents require the Bank to pay additional amounts in the event that any withholding, retention or deduction is required by applicable law to be made in respect of payments made by it to the Trustee, or by the Trustee to Certificateholders, which are intended to fund Periodic Distribution Amounts and Dissolution Distribution Amounts.

Non-resident entities having a Permanent Establishment in Saudi Arabia are subject to Saudi Arabian corporate income tax at the rate of 20 per cent in respect of any profit payments received or gain realised in respect of the Certificates and attributable to such Permanent Establishment, but will not be subject to Zakat (unless they are GCC Persons and fulfil the conditions of persons subject to Zakat as per new Zakat Regulations).

General

For the purposes of this summary:

Dependent Agent means, as per Article 4(1) of the By-Laws to the Income Tax Law, an agent who:

- (a) is authorised to negotiate on behalf of a non-resident;
- (b) is authorised to enter into contracts on behalf of a non-resident;
- (c) has a stock of goods, owned by a non-resident, located in Saudi Arabia to supply the client's demands on behalf of the non-resident.

GCC means the Kingdom of Bahrain, the State of Kuwait, the Sultanate of Oman, the State of Qatar, the Kingdom and the United Arab Emirates.

GCC person means (a) a citizen of any of the member country of the Cooperation Council of the Arab States of the Gulf (namely, the Kingdom, the United Arab Emirates, the Kingdom of Bahrain, the Sultanate of Oman, the State of Qatar and the State of Kuwait), (b) a legal entity owned by GCC citizens

and established under the laws of a GCC country and (c) public shareholders (or persons who hold shares for speculation) in a resident listed company (irrespective of their nationalities).

The following persons are not considered to be a GCC person irrespective of their nationalities:

- (a) shareholders of Resident legal entities engaged in oil and hydrocarbons production;
- (b) shareholders of Resident legal entities engaged in natural gas production; and
- (c) shareholders of Resident legal entities if such shares are ultimately owned by a Resident legal entity engaged in the oil and hydrocarbon production (directly or indirectly). Effective 1 January 2020, this provision will not apply to shares held directly or indirectly in the resident capital companies listed on Tadawul in Saudi Arabia and shares held by such listed companies in other capital companies.

Resident means any natural person or company that satisfies the residency conditions stipulated in Article 3 of the Income Tax Law or any governmental department or ministry, public entity, or other corporate person or entity formed in the Kingdom (Article 1 of the Income Tax Law).

The concept of Residency in the Kingdom as defined in Article 3 of the Income Tax Law is set out below:

- (a) a natural person is considered to be a Resident in the Kingdom for a taxable year if he/she meets either of the two following conditions:
 - (i) he/she has a permanent place of abode in the Kingdom and is physically residing in the Kingdom for a period, in aggregate, of not less than 30 days during the taxable year; or
 - (ii) he/she is physically residing in the Kingdom for a period of not less than 183 days in the taxable year.

For the purposes of this paragraph, residence in the Kingdom for part of a day is considered residence for the whole day, except in the case of a person in transit between two points outside the Kingdom.

- (b) a company is considered resident in the Kingdom during the taxable year if it meets either of the following conditions:
 - (i) it is formed in accordance with the Saudi Arabian Companies Regulations; or
 - (ii) its central management is located in the Kingdom.

Loan Charge as defined in Article 5(1) of the By-Laws to Income Tax Law means an amount paid for the use of money. This includes income realised from loan transactions of any type, whether secured by guarantees or not, or by giving rights to participate in the profits of the debited person or not. It also includes income realised from governmental and non-governmental bonds.

Persons Subject to Taxation as defined in Article 2 of the Income Tax Law, are:

- (a) a Resident capital company on non-GCC shares (owned directly or indirectly);
- (b) a Resident non-GCC natural person who does business in the Kingdom;
- (c) a non-Resident who does business in the Kingdom through a Permanent Establishment;

- (d) a non-Resident, on income subject to tax from sources within the Kingdom;
- (e) a person engaged in the field of natural gas investment;
- (f) a person engaged in the production of oil and hydrocarbon products; and
- (g) persons subject to taxation also include a resident capital company in respect of those shares owned directly or indirectly by persons operating in oil and hydrocarbon production. Effective 1 January 2020, this provision will not apply to shares held directly or indirectly in the resident capital companies listed on Tadawul in Saudi Arabia and shares held by such listed companies in other capital companies.

Note: A capital company, as per Article 1 of the Income Tax Law, is a joint stock company, a limited liability company or a company limited by shares. For purposes of the Income Tax Law, investment funds shall be considered capital companies.

Persons Subject to Zakat as per Article 3 of the new Zakat Regulations, are:

- (a) The Saudi resident person who carries out an activity under a license in KSA.
- (b) Saudi-owned sole proprietorship that is established in KSA in accordance with the applicable rules and Regulations.
- (c) Saudi-owned company established in KSA in accordance with the relevant applicable rules and Regulations and the Saudi share in the resident companies, in addition to share of government authorities and establishments and their equivalents.
- (d) Finance funds licensed by CMA.
- (e) State-owned companies and resident companies owned by the Public Investment Fund in accordance with the controls included in the relevant Royal Orders and Ministerial Resolutions.
- (f) The share of the non-Saudi shareholder in resident companies listed on the Saudi Exchange (Tadawul). With exception of the shares of non-Saudi founders in accordance with the articles of association or relevant regulatory documents.

Note: The following are not subject to provisions of the new Zakat Regulations (Article 6):

- (a) Income Zakat payers and shares of legal persons that are subject to income tax.
- (b) Resident capital companies for shares owned directly or indirectly by the shareholder engaged in the production of oil and hydrocarbons, whether they are natural or legal persons, residents or non-residents; except for shares owned directly or indirectly by persons working in production of oil and hydrocarbon in capital companies listed in the Saudi exchange market, and shares of these companies owned directly or indirectly in capital companies.

Permanent Establishment for income tax purposes means a permanent place of a non-Resident's activity through which it carries out its business activity, in full or in part; including business carried out through its agent (an agent having the meaning specified in the Article 4(1) of the By-laws to the Income Tax Law). A non-Resident carrying out an activity in the Kingdom through a licensed branch (as defined in Article 4(b) 4 of the Income Tax Law) is considered to have a Permanent Establishment in the Kingdom.

ZATCA means the Zakat, Tax and Customs Authority.

Foreign Account Tax Compliance Act

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a foreign financial institution (as defined by FATCA) may be required to withhold on certain payments it makes (**foreign pass thru payments**) to persons that fail to meet certain certification, reporting, or related requirements. The Trustee may be a foreign financial institution for these purposes. A number of jurisdictions (including the Cayman Islands) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA (**IGAs**), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as Certificates, proposed regulations have been issued that provide that including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as Certificates, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as Certificates, such withholding would not apply prior to the date that is two years after the date on which final regulations defining foreign pass thru payments are published in the U.S. Federal Register. In the preamble to the proposed regulations, the U.S. Treasury Department indicated that taxpayers may rely on these proposed regulations until the issuance of final regulations. Additionally, Certificates characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued on or prior to the date that is six months after the date on which final regulations defining foreign pass thru payments are filed with the U.S. Federal Register generally would be grandfathered for purposes of FATCA withholding unless materially modified after such date. However, if additional Certificates (as described under Condition 19) that are not distinguishable from previously issued Certificates are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Certificates, including the Certificates offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. Holders should consult their own tax advisers regarding how these rules may apply to their investment in the Certificates. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Certificates, no person will be required to pay additional amounts as a result of the withholding.

SUBSCRIPTION AND SALE

The Dealers have, in a programme agreement (the **Programme Agreement**) dated 18 April 2024 (such programme agreement as modified and/or supplemented and/or restated from time to time), agreed with the Trustee and the Bank a basis upon which they or any of them may from time to time agree to purchase Certificates.

In accordance with the terms of the Programme Agreement, each of the Trustee and the Bank has agreed to reimburse the Dealers for certain of their expenses in connection with the establishment and any future update of the Programme and the issue of Certificates under the Programme and to indemnify the Dealers against certain liabilities incurred by them in connection therewith.

United States

Each Dealer has acknowledged and agreed that the Certificates have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S.

Each Dealer has represented and agreed that, and each further Dealer appointed under the Programme will be required to represent and agree that, it has not offered or sold the Certificates and each Dealer has agreed that, and each further Dealer appointed under the Programme will be required to agree that, it will not offer or sell any Certificates (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of all Certificates of the Tranche of which such Certificates are a part within the United States or to, or for the account or benefit of, U.S. persons.

The Certificates are being offered and sold outside the United States to non-U.S. persons in reliance on Regulation S.

Each Dealer has also agreed that, at or prior to confirmation of sale of Certificates, it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Certificates from it during the distribution compliance period a confirmation or notice to substantially the following effect:

"The Securities covered hereby have not been registered under the U.S. Securities Act of 1933, as amended (the **Securities Act**), and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of the Securities as determined and certified by the relevant Dealer, in the case of a non-syndicated issue, or the Lead Manager, in the case of a syndicated issue, and except in either case in accordance with Regulation S under the Securities Act. Terms used above have the meanings given to them by Regulation S."

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it, its affiliates or any persons acting on its or their behalf have not engaged and will not engage in any directed selling efforts with respect to any Certificate, and it and they have complied and will comply with the offering restrictions requirement of Regulation S.

In addition, until 40 days after the commencement of the offering of the Certificates, an offer or sale of the Certificates within the United States by a dealer that is not participating in the offering may violate the registration requirements of the Securities Act.

Prohibition of sales to EEA Retail Investors

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Certificates which are the subject of the offering contemplated by this Base Offering Circular as completed by the applicable Pricing Supplement in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision:

- (a) the expression **retail investor** means a person who is one (or more) of the following:
 - (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or
 - (ii) a customer within the meaning of the Insurance Distribution Directive, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
 - (iii) not a qualified investor as defined in Regulation (EU) 2017/1129; and
- (b) the expression an **offer** includes the communication in any form and by any means of sufficient information on the terms of the offer and the Certificates to be offered so as to enable an investor to decide to purchase or subscribe for the Certificates.

United Kingdom

Prohibition of sales to UK Retail Investors

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Certificates which are the subject of the offering contemplated by this Base Offering Circular as completed by the applicable Pricing Supplement in relation thereto to any retail investor in the United Kingdom. For the purposes of this provision:

- (a) the expression **retail investor** means a person who is one (or more) of the following:
 - (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the EUWA; or
 - (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or
 - (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA; and
- (b) the expression an **offer** includes the communication in any form and by any means of sufficient information on the terms of the offer and the Certificates to be offered so as to enable an investor to decide to purchase or subscribe for the Certificates.

Other regulatory restrictions

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Certificates in circumstances in which Section 21(1) of the FSMA does not apply to the Trustee or the Bank; and
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Certificates in, from or otherwise involving the UK.

State of Qatar (including the Qatar Financial Centre)

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or delivered, and will not offer, sell or deliver, directly or indirectly, any Certificates in the State of Qatar (including the Qatar Financial Centre), except: (a) in compliance with all applicable laws and regulations of the State of Qatar (including the Qatar Financial Centre); and (b) through persons or corporate entities authorised and licensed to provide investment advice and/or engage in brokerage activity and/or trade in respect of foreign securities in the State of Qatar (including the Qatar Financial Centre). This Base Offering Circular: (i) has not been, and will not be, registered with or approved by the Qatar Financial Markets Authority, the Qatar Central Bank, the Qatar Stock Exchange or the Qatar Financial Centre Regulatory Authority and may not be publicly distributed in the State of Qatar (including the Qatar Financial Centre); (ii) is intended for the original recipient only and must not be provided to any other person; and (iii) is not for general circulation in the State of Qatar (including the Qatar Financial Centre) and may not be reproduced or used for any other purpose.

Japan

The Certificates have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended; the **FIEA**). Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not, directly or indirectly, offered or sold Certificates, and will not, directly or indirectly, offer or sell any Certificates in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

Kuwait

Each Dealer has represented and agreed that the Certificates have not been and will not be offered, marketed and/or sold by it in the State of Kuwait, except through a licensed person duly authorised to undertake such activity pursuant to Law No. 7 of 2010 Concerning the Establishment of the Capital Markets Authority and Regulating of Securities Activities and its executive bylaws (each as amended) (the **CML Rules**) and unless all necessary approvals from the Kuwait Capital Markets Authority pursuant to the CML Rules, together with the various resolutions, regulations, directives and instructions issued pursuant thereto or in connection therewith (regardless of nomenclature or type), or any other applicable law or regulation in the State of Kuwait, have been given in respect of the offering, marketing and/or sale of the Certificates.

Singapore

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that the Base Offering Circular has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold any Certificates or caused the Certificates to be made the subject of an invitation for subscription or purchase and will not offer or sell any Certificates or cause the Certificates to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, the Base Offering Circular or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Certificates, whether directly or indirectly, to any person in Singapore other than: (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the **SFA**)) pursuant to Section 274 of the SFA or (ii) to an accredited investor (as defined in Section 4A of the SFA) pursuant to, and in accordance with the conditions specified in Section 275 of the SFA.

Singapore SFA Product Classification: In connection with Section 309B(1)(c) of the SFA and the CMP Regulations 2018, unless otherwise specified in the applicable Pricing Supplement, the Trustee has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Certificates are 'prescribed capital markets products' (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

Hong Kong

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) it has not offered or sold and will not offer or sell in Hong Kong by means of any document any Certificates other than (a) to **professional investors** as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the **SFO**) and any rules made thereunder, or (b) in other circumstances which do not result in the document being a **prospectus** as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the **C(WUMP)O**) or which do not constitute an offer to the public within the meaning of the C(WUMP)O; and
- (b) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Certificates which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to the Certificates which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the SFO and any rules made under the SFO.

Saudi Arabia

No action has been or will be taken in the Kingdom of Saudi Arabia that would permit a public offering of the Certificates. Any Saudi Investor who acquires any Certificates pursuant to an offering should note that the offer of Certificates is a private placement under the Rules on the Offer of Securities and Continuing Obligations, made through a capital market institution licensed to carry out arranging activities by the CMA and following a notification to the CMA under Article 10 of the Rules on the Offer of Securities and Continuing Obligations.

The Certificates may thus not be advertised, offered or sold to any person in the Kingdom of Saudi Arabia other than to "institutional and qualified clients" under Article 8(a)(1) of the Rules on the Offer of Securities and Continuing Obligations or by way of a limited offer under Article 9 of, or as otherwise required or permitted by, the Rules on the Offer of Securities and Continuing Obligations. Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that any offer of Certificates made by it to a Saudi Investor will be made in compliance with Article 10 and either Article 8(a)(1) or Article 9 of the Rules on the Offer of Securities and Continuing Obligations.

Each offer of Certificates shall not therefore constitute a "public offer", an "exempt offer" or a "parallel market offer" pursuant to the Rules on the Offer of Securities and Continuing Obligations, but is subject to the restrictions on secondary market activity under Article 14 of the Rules on the Offer of Securities and Continuing Obligations.

United Arab Emirates (excluding the Dubai International Financial Centre)

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that the Certificates have not been and will not be offered, sold or publicly promoted or advertised by it in the United Arab Emirates other than in compliance with any laws applicable in the United Arab Emirates governing the issue, offering and sale of securities.

Dubai International Financial Centre

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered and will not offer the Certificates to any person in the Dubai International Financial Centre unless such offer is:

- (a) an "Exempt Offer" in accordance with the Markets Rules (MKT Module) of the Dubai Financial Services Authority (the **DFSA**) rulebook; and
- (b) made only to persons who meet the Professional Client criteria set out in Rule 2.3.3 of the Conduct of Business Module of the DFSA rulebook.

Kingdom of Bahrain

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold, and will not offer or sell, any Certificates except on a private placement basis to persons in the Kingdom of Bahrain who are "accredited investors".

For this purpose, an **accredited investor** means:

- (a) an individual who has a minimum net worth (either singly or jointly with their spouse) of U.S.\$1,000,000, excluding that person's principal place of residence;
- (b) a company, partnership, trust or other commercial undertaking which has financial assets available for investment of not less than U.S.\$1,000,000;
- (c) a government, supranational organisation, central bank or other national monetary authority or a state organisation whose main activity is to invest in financial instruments (such as a state pension fund); or
- (d) any other entity which is an "accredited investor" as defined in the Central Bank of Bahrain Rulebook.

Cayman Islands

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make any offer or invitation (whether directly or indirectly) to the public in the Cayman Islands to subscribe for any Certificates.

Malaysia

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Base Offering Circular has not been registered as a prospectus with the Securities Commission of Malaysia under the CMSA. Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that the Certificates have not been and will not be offered, sold or delivered, and no invitation to subscribe for or purchase the Certificates has been or will be made, directly or indirectly, nor may any document or other material in connection therewith be distributed in Malaysia, other than to persons falling within any one of the categories of persons specified under Part I of Schedule 6 or Section 229(1)(b) and Part I of Schedule 7 or Section 230(1)(b), read together with Schedule 8 or Section 257(3) of the CMSA, subject to any law, order, regulation or official directive of the Central Bank of Malaysia, the Securities Commission of Malaysia and/or any other regulatory authority from time to time.

Residents of Malaysia may be required to obtain relevant regulatory approvals including approval from the Controller of Foreign Exchange to purchase the Certificates. The onus is on the Malaysian residents concerned to obtain such regulatory approvals and none of the Dealers are responsible for any invitation, offer, sale or purchase of the Certificates as aforesaid without the necessary approvals being in place.

General

These selling restrictions may be modified by the agreement of the Trustee, the Bank and the Dealers following a change in a relevant law, regulation or directive. Any such modification will be set out in the applicable Pricing Supplement issued in respect of the issue of Certificates to which it relates or in a supplement to this Base Offering Circular.

Each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree, that it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Certificates or possesses or distributes this Base Offering Circular and neither the Trustee, the Bank nor any of the other Dealers shall have any responsibility therefor.

None of the Trustee, the Bank and the Dealers represents that (i) Certificates may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating any such sale; or (ii) any action has been, or will be taken in any jurisdiction that would permit a public offering of any Certificates, or possession or distribution of this Base Offering Circular or any other offering material or any applicable Pricing Supplement, in any country or jurisdiction where action for that purpose is required.

GENERAL INFORMATION

Admission to Trading

Application has been made to the London Stock Exchange for Certificates issued under the Programme during the 12 months from the date of this Base Offering Circular to be admitted to trading on the ISM. The ISM is not a regulated market within the meaning of UK MiFIR. The ISM is a market designated for professional investors. Certificates admitted to trading on the ISM are not admitted to the Official List of the Financial Conduct Authority. The London Stock Exchange has not approved or verified the contents of this Base Offering Circular.

Certificates may also be issued on the basis that they will not be admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system or that they will be admitted to listing, trading and/or quotation by such other or further competent authorities, stock exchanges and/or quotation systems as may be agreed with the Trustee and the Bank.

Authorisation

Each of the Trustee and the Bank has obtained or will obtain from time to time all necessary consents, approvals and authorisations in connection with the issue and performance of the Certificates and the entry into and performance of the Transaction Documents. The establishment and the periodic update of the Programme was authorised by a resolution of the board of directors of the Trustee dated 17 April 2024 and a resolution of the board of directors of the Bank dated 25 March 2024.

Significant or Material Change

There has been no significant change in the financial or trading position, or material adverse change in the prospects, of the Trustee since the date of its incorporation.

There has been no significant change in the financial or trading position of the Bank or the Group since 31 December 2023 and there has been no material adverse change in the prospects of the Bank or the Group since 31 December 2023.

Litigation

Neither the Trustee nor the Bank nor any other member of the Group is or has been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Trustee or the Bank is aware) in the 12 months preceding the date of this Base Offering Circular which may have or has had in the recent past significant effects on the financial position or profitability of the Trustee, the Bank or the Group.

Clearing Systems

Certificates are expected to be accepted for clearance through the Euroclear and Clearstream, Luxembourg systems (which are the entities in charge of keeping the records). The Common Code, the International Securities Identification Number (ISIN) and (where applicable) the identification number for any other relevant clearing system for each Tranche of Certificates will be set out in the applicable Pricing Supplement.

The address of Euroclear is 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and the address of Clearstream, Luxembourg is 42 Avenue JF Kennedy, L-1855 Luxembourg. The address of any alternative clearing system will be specified in the relevant Pricing Supplement.

Documents Available

For the 12 months following the date of this Base Offering Circular, copies of the following documents (together with English translations, when appropriate) may be (i) inspected during normal business hours at the registered offices of the Trustee and the specified office of the Principal Paying Agent; or (ii) at the option of the Principal Paying Agent, emailed to any Certificateholder, at its request (subject to provision of proof of holding satisfactory to the Principal Paying Agent and the Obligor):

- (a) each applicable Pricing Supplement and the other Transaction Documents in relation to each Series (save that such documents will only be available for inspection by a holder of Certificates of such Series and such holder must produce evidence satisfactory to the Trustee and the Principal Paying Agent as to its holding of the relevant Certificate and identity);
- (b) the constitutional documents of the Trustee and the Bank;
- (c) the 2022 Financial Statements and the 2023 Financial Statements;
- (d) the most recently published consolidated financial statements of the Bank and interim condensed consolidated financial information of the Bank, in each case, together with any audit or review reports thereon and the notes thereto; and
- (e) this Base Offering Circular together with any supplement to this Base Offering Circular or further base offering circular.

Independent Auditors

The joint auditors of the Bank are KPMG and EY. The business address of KPMG is Riyadh Front, Airport Road, P O Box 92876, Riyadh 11663, Kingdom of Saudi Arabia and the business address of EY is Al Faisaliah Office Tower, 14th Floor, King Fahad Road, P.O. Box 2732, Riyadh 11461, Kingdom of Saudi Arabia. KPMG and EY are independent auditors regulated by and registered to practice as auditors with the SOCPA in Saudi Arabia.

The 2022 Financial Statements and the 2023 Financial Statements were jointly audited by KPMG and EY, in each case without qualification, in accordance with the International Standards on Auditing as endorsed in the Kingdom, as stated in their joint audit reports incorporated by reference herein.

Since the date of its incorporation, no financial statements of the Trustee have been prepared. The Trustee is not required by Cayman Islands law, and does not intend, to publish audited financial statements.

Cayman Islands Data Protection

The Trustee has certain duties under the Data Protection Act (As Revised) of the Cayman Islands (the **DPA**) based on internationally accepted principles of data privacy.

Prospective investors should note that, by virtue of making investments in the Certificates and the associated interactions with the Trustee and its affiliates and/or delegates, or by virtue of providing the Trustee with personal information on individuals connected with the investor (for example directors, trustees, employees, representatives, shareholders, investors, clients, beneficial owners or agents) such individuals may be providing the Trustee and its affiliates and/or delegates (including, without limitation, the Trustee Administrator) with certain personal information which constitutes personal data within the meaning of the DPA. The Trustee shall act as a data controller in respect of this personal data and its affiliates and/or delegates, such as the Trustee Administrator, may act as data processors (or data controllers in their own right in some circumstances).

For further information on the application of the DPA to the Trustee, please refer to the Privacy Notice (a copy of which may be requested from the Trustee Administrator by email at dubai@maples.com), which provides an outline of investors' data protection rights and obligations as they relate to the investment in the Certificates.

Oversight of the DPA is the responsibility of the Ombudsman's office of the Cayman Islands. Breach of the DPA by the Trustee could lead to enforcement action by the Ombudsman, including the imposition of remediation orders, monetary penalties or referral for criminal prosecution.

Dealers transacting with the Bank

Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for, the Bank and its affiliates in the ordinary course of business for which they have received, and for which they may in the future receive, fees.

In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank financings) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Trustee, the Bank and their affiliates, including, without limitation, the Certificates. Certain of the Dealers or their affiliates that have a financing relationship with the Trustee, the Bank and their affiliates may routinely hedge their credit exposure to the Trustee, the Bank and their affiliates consistent with their customary risk-management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially any Certificates issued under the Programme. Any such short positions could adversely affect future trading prices of Certificates issued under the Programme. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

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