



بنك الخليج الدولي

GULF INTERNATIONAL BANK – SAUDI ARABIA

(a Saudi joint stock company incorporated with registration number 2052001920)

U.S.\$1,500,000,000

Additional Tier 1 Capital Note Programme

Under the U.S.\$1,500,000,000 Additional Tier 1 Capital Note Programme described in this Base Prospectus (the "**Programme**"), Gulf International Bank – Saudi Arabia (the "**Bank**") may, subject to compliance with all relevant laws, regulations and directives, from time to time issue notes (the "**Notes**") denominated in any currency agreed between the Bank and the relevant Dealer (as defined below) on the terms set out herein under "**Terms and Conditions of the Notes**" (the "**Conditions**") as completed by a document specific to such Notes called the final terms (the "**Final Terms**") or, in the case of Exempt Notes (as defined below), the pricing supplement (the "**Pricing Supplement**"), which may replace or modify the Conditions applicable to such Notes.

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

The Notes of each Series (as defined in the Conditions) are perpetual securities and have no fixed or final redemption date. Unless the Notes have previously been redeemed or purchased and cancelled as provided herein, the Bank may redeem all (but not some only) of the Notes on any Call Date (as defined in the Conditions). In addition, upon the occurrence of a Tax Event or a Capital Event (each as defined in the Conditions), the Bank may redeem all (but not some only) of the Notes at any time on or after the Issue Date (as defined in the Conditions) in accordance with the Conditions.

In respect of each Series, if a Non-Viability Event occurs, a Write-down shall occur on the relevant Non-Viability Event Write-down Date, all as defined in the Conditions and as more particularly described in Condition 8 (*Write-down at the Point of Non-Viability*). In such circumstances, the Notes of such Series shall be cancelled (in the case of a Write-down in whole) or Written-down (as defined in the Conditions) in part on a *pro rata* basis (in the case of a Write-down in part) by the Bank. See "**Risk Factors – Noteholders' right to receive payment of the principal amount of the Notes and the Noteholders' right to any interest will be permanently cancelled or permanently Written-down (in whole or in part) upon the occurrence of a Non-Viability Event**".

Investing in Notes issued under the Programme involves certain risks. For a discussion of these risks see "Risk Factors" below. In particular, there are risks inherent in the holding of the Notes, including the risks relating to subordination of claims in connection therewith and the circumstances in which a Noteholder may suffer losses as a result of its holding of the Notes. See "**Risk Factors – The circumstances triggering a Write-down are unpredictable and Noteholders may suffer losses in respect of their holding of the Notes ahead of, and without, any losses being required to be borne by the Bank's shareholders**".

Subject to Conditions 4(b) (*Subordination*), 5(c) (*Accrual of Interest*), Condition 6(a) (*Non-Payment Event*), Condition 6(b) (*Non-Payment Election*), 8 (*Write-Down at the Point of Non-Viability*) 9 (*Payments – Bearer Notes*) and 10 (*Payments – Registered Notes*), Notes will bear interest on their outstanding principal amount (i) from and including the relevant Interest Commencement Date to but excluding the relevant First Reset Date, at the Initial Rate of Interest (each as defined in the Conditions) and (ii) during each Reset Period (if any), at the Rate of Interest 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 Condition 5(b) (*Reset Interest Rate*). Payments of interest under the Notes are subject to mandatory cancellation if a Non-Payment Event (as defined in the Conditions) occurs, and are otherwise at the sole discretion of the Bank, all as more particularly described in Condition 6(a) (*Non-Payment Event*) and 6(b) (*Non-Payment Election*).

In respect of each Series, the payment obligations of the Bank under the Notes and Coupons (the "**Obligations**") will, upon the occurrence and continuation of any Winding-Up Proceeding (as defined in the Conditions) (i) 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 (each as defined in the Conditions).

This Base Prospectus has been approved as a base prospectus by the United Kingdom Financial Conduct Authority (the "**FCA**") as competent authority under Regulation (EU) 2017/1129, as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "**EUWA**") (the "**UK Prospectus Regulation**"). The FCA has only approved this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the UK Prospectus Regulation. Such approval should not be considered as an endorsement of the Bank nor as an endorsement of the quality of any Notes that are the subject of this Base Prospectus. Investors should make their own assessment as to the suitability of investing in the Notes.

Application has been made to the FCA in its capacity as competent authority under Part VI of the Financial Services and Markets Act 2000, as amended (the "**FSMA**") for Notes issued under the Programme (other than Exempt Notes (as defined below)) during the period of 12 months from the date of this Base Prospectus to be admitted to the official list of the FCA (the "**Official List**") and to the London Stock Exchange plc (the "**London Stock Exchange**") for such Notes to be admitted to trading on the London Stock Exchange's main market (the "**Main Market**"). References in this Base Prospectus to Notes (other than Exempt Notes) being "**listed**" (and all related references) shall mean that such Notes have been admitted to the Official List and have been admitted to trading on the Main Market. The Main Market is a United Kingdom ("**UK**") regulated market for the purposes of Regulation (EU) No 600/2014 on markets in financial instruments as it forms part of domestic law by virtue of the EUWA ("**UK MiFIR**").

Notes may be issued in bearer form or registered form (respectively, "**Bearer Notes**" and "**Registered Notes**"). Each Tranche (as defined herein) of Bearer Notes will initially be in the form of either a temporary global note in bearer form ("**Temporary Global Note**") or a permanent global note in bearer form ("**Permanent Global Note**"), in each case as specified in the applicable Final Terms or, in the case of Exempt Notes, the applicable Pricing Supplement (each as defined below). Each Temporary Global Note or, as the case may be, Permanent Global Note (each a "**Global Note**") will be deposited on or around the relevant issue date with a depository or a common depository for Euroclear Bank SA/NV ("**Euroclear**") and/or Clearstream Banking S.A. ("**Clearstream, Luxembourg**") and/or any other relevant clearing system. Each Temporary Global Note will be exchangeable for a Permanent Global Note or, if so specified in the applicable Final Terms or the applicable Pricing Supplement (as the case may be), for Bearer Notes in definitive form ("**Definitive Notes**") in accordance with its terms. Each Permanent Global Note will be exchangeable for Definitive Notes in accordance with its terms. Each Tranche of Registered Notes will be in the form of either individual Note Certificates in registered form ("**Individual Note Certificates**") or a global Note in registered form (a "**Global Registered Note**"), in each case as specified in the applicable Final Terms or, in the case of Exempt Notes, the applicable Pricing Supplement. Each Global Registered Note will be deposited on or around the relevant issue date with a depository or a common depository for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and registered in the name of a nominee for such depository and will be exchangeable for Individual Note Certificates in accordance with its terms.

The Notes have not been and will not be registered under the United States Securities Act of 1933 (as amended) (the "**Securities Act**") and Bearer Notes are subject to U.S. tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or delivered within the United States or to U.S. persons (as defined in Regulation S under the Securities Act ("**Regulation S**")) (see "**Subscription and Sale**").

The Bank has been assigned a senior unsecured debt rating of A2 (long term) and P-1 (short term) with a stable outlook by Moody's and a rating of A- (long term) and F2 (short term) with a stable outlook by Fitch. The government of the Kingdom of Saudi Arabia has been assigned ratings of Aa3 with a stable outlook by Moody's Investors Service Singapore Pte. Limited, A+ with a stable outlook by S&P Global Ratings Europe Limited ("**S&P**") and A+ with a stable outlook by Fitch.

Each of Moody's and S&P are established in the European Economic Area ("**EEA**") and are registered under Regulation (EC) No 1060/2009 (as amended) (the "**CRA Regulation**"). As such, each of Moody's and S&P are included in the list of registered credit rating agencies published by the European Securities and Markets Authority ("**ESMA**") on its website (at <https://www.esma.europa.eu/credit-rating-agencies/cra-authorisation>) in accordance with the CRA Regulation. Each of

Moody's and S&P are not established in the UK and have not applied for registration under Regulation (EC) No. 1060/2009 as it forms part of domestic law by virtue of the EUWA (the "**UK CRA Regulation**"). Accordingly, the ratings issued by Moody's and S&P have been endorsed by Moody's Investors Service Ltd and S&P Global Ratings UK Limited, respectively, in accordance with the UK CRA Regulation, and have not been withdrawn. Each of Moody's Investors Service Ltd and S&P Global Ratings UK Limited is established in the UK and is registered under the UK CRA Regulation. Fitch is established in the UK and is registered under the UK CRA Regulation. Fitch is not established in the EEA and has not applied for registration under the CRA Regulation. Accordingly, the rating issued by Fitch has been endorsed by Fitch Ratings Ireland Limited in accordance with the CRA Regulation and has not been withdrawn. Fitch Ratings Ireland Limited is established in the EEA and registered under the CRA Regulation. As such, Fitch Ratings Ireland Limited is included in the list of registered credit rating agencies published by the ESMA on its website (at <https://www.esma.europa.eu/credit-rating-agencies/cra-authorisation>) in accordance with the CRA Regulation. Moody's Investors Service Singapore Pte. Limited is not established in the EEA or the UK and has not applied for registration under the CRA Regulation or the UK CRA Regulation. The rating has been endorsed by Moody's Investors Service Limited and Moody's in accordance with the UK CRA Regulation and the CRA Regulation, respectively.

Certain Tranches of Notes to be issued under the Programme may be rated or unrated and, if rated, the credit rating agency issuing such rating will be specified in the applicable Final Terms or, in the case of Exempt Notes, the applicable Pricing Supplement. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction, change or withdrawal at any time by the assigning rating agency and each rating should be evaluated independently of any other rating.

Notice of the aggregate principal amount of Notes, interest (if any) payable in respect of Notes, the issue price of Notes and certain other information not contained herein which are applicable to each Tranche (as defined under "*Terms and Conditions of the Notes*") of Notes (other than Exempt Notes) will be set out in a final terms document (the "**Final Terms**") or in the case of Exempt Notes in a Pricing Supplement (as defined below) which, with respect to Notes to be listed on the London Stock Exchange, will be delivered to the FCA and the London Stock Exchange. Copies of the Final Terms in relation to Notes to be listed on the London Stock Exchange will also be published on the website of the London Stock Exchange through a regulatory information service. In the case of Exempt Notes, notice of the aggregate principal amount of such Exempt Notes, interest (if any) payable in respect of such Exempt Notes, the issue price of such Exempt Notes and certain other information which is applicable to each Tranche will be set out in a pricing supplement document (the "**Pricing Supplement**").

This Base Prospectus (as supplemented as at the relevant time, if applicable) is valid for 12 months from its date in relation to Notes which are to be admitted to trading on a UK regulated market as defined in UK MiFIR. The obligation to supplement this Base Prospectus in the event of a significant new factor, material mistake or material inaccuracy does not apply when this Base Prospectus is no longer valid.

The requirement to publish a prospectus under the FSMA and the UK Prospectus Regulation only applies to Notes which are to be admitted to trading on a UK regulated market for the purposes of UK MiFIR and/or offered to the public in the UK other than in circumstances where an exemption is available under section 86 of the FSMA and Article 1(4) and/or 3(2) of the UK Prospectus Regulation. References in this Base Prospectus to "**Exempt Notes**" are to Notes for which no prospectus is required to be published under the FSMA and the UK Prospectus Regulation. Exempt Notes do not form part of this Base Prospectus for the purposes of the FSMA and the UK Prospectus Regulation and the FCA has neither approved nor reviewed information contained in this Base Prospectus in connection with Exempt Notes. The Programme provides that Exempt Notes 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 Bank and the relevant Dealer. The Bank may also issue unlisted Notes and/or Notes not admitted to trading on any market.

This Base Prospectus 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 (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 Prospectus and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this Base Prospectus. 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 Prospectus, 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 Prospectus and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this Base Prospectus. In particular, prospective purchasers of the Notes agree and acknowledge that SAMA assumes no liability whatsoever to any purchaser of the Notes 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 Prospectus, you should consult an authorised financial adviser. The distribution of this Base Prospectus and the offering, sale and delivery of the Notes in any jurisdiction other than Saudi Arabia may be restricted by law.

Arranger

GIB Capital
Dealers

Citigroup
First Abu Dhabi Bank
J.P. Morgan

Standard Chartered Bank

Emirates NBD Capital
GIB Capital
SMBC

IMPORTANT NOTICES

This Base Prospectus comprises a base prospectus in respect of all Notes other than Exempt Notes issued under the Programme for the purposes of Article 8 of the UK Prospectus Regulation and for the purpose of giving information with regard to the Bank and with regard to the Bank and its subsidiaries, taken as a whole (the "**GIB Group**") and the Notes which, according to the particular nature of the Bank, the GIB Group and the Notes, is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of the Bank and the rights attached to the Notes and the reasons for the issuance of such Notes.

The Bank accepts responsibility for the information contained in this Base Prospectus and the Final Terms (as defined below) or, in the case of Exempt Notes, the Pricing Supplement (as defined below) for each Tranche (as defined below) of Notes issued under the Programme and declares that to the best of its knowledge, the information contained in this Base Prospectus is in accordance with the facts and the Base Prospectus makes no omission likely to affect its import. Where information has been extracted from third party sources, the Bank confirms that such information has been accurately reproduced in this Base Prospectus and that, so far as it is aware, and is able to ascertain from such information published by the relevant third party source, no facts have been omitted which would render the reproduced information inaccurate or misleading. The source of any third party information contained in this Base Prospectus is stated where such information appears in this Base Prospectus.

Each Tranche of Notes will be issued on the terms set out herein under "*Terms and Conditions of the Notes*" as completed by the applicable Final Terms or, in the case of Exempt Notes, as completed, modified and/or supplemented by the applicable Pricing Supplement. In the case of a Tranche of Notes which is the subject of a Pricing Supplement, each reference in this Base Prospectus to information being specified or identified in the applicable Final Terms shall be read and construed as a reference to such information being specified or identified in the applicable Pricing Supplement unless the context requires otherwise. This Base Prospectus must be read and construed together with any amendments or supplements hereto and with any information incorporated by reference herein (see "*Information Incorporated by Reference*") and, in relation to any Tranche of Notes, must be read and construed together with the applicable Final Terms or, in the case of Exempt Notes, the applicable Pricing Supplement. Other than in relation to the documents which are deemed to be incorporated by reference (see "*Information Incorporated by Reference*"), the information on the websites to which this Base Prospectus refers does not form part of this Base Prospectus and has not been scrutinised or approved by the FCA.

Copies of the applicable Final Terms will be available from the registered office of the Bank and the specified office set out below of the Fiscal Agent (as defined below) save that, if the relevant Notes are neither admitted to trading on a UK regulated market nor offered in the United Kingdom in circumstances where a prospectus is required to be published under the UK Prospectus Regulation, the applicable Pricing Supplement will only be obtainable by a Noteholder holding one or more Notes and such Noteholder must produce evidence satisfactory to the Bank or, as the case may be, the Fiscal Agent as to its holding of such Notes and identity.

No person has been authorised to give any information or to make any representation not contained in or not consistent with this Base Prospectus or any other document entered into in relation to the Programme or any information supplied by the Bank in connection with the Programme or the Notes and, if given or made, such information or representation should not be relied upon as having been authorised by the Bank, the Arranger or any Dealer.

None of the Arranger, the Dealers or any of their respective affiliates have authorised the whole or any part of this Base Prospectus and none of them makes any representation or warranty or accepts any responsibility as to the accuracy or completeness of the information contained in this Base Prospectus or any information incorporated by reference in this Base Prospectus, or for any other statement made, or purported to be made, by the Arranger or a Dealer or on its behalf in connection with the Bank or the issue and offering of the Notes or any responsibility for the acts or omissions of the Bank or any other person (other than the relevant Dealer) in connection with the issue and offering of the Notes. Neither the delivery of this Base Prospectus, any Final Terms or, in the case of Exempt Notes, any Pricing Supplement nor any other information supplied in connection with the Programme or any Notes: (i) is intended to provide the basis of any credit or other evaluation; or (ii) should be considered as a recommendation by the Bank, the Arranger, the Dealers or Agents that any recipient of this Base Prospectus or any Final Terms or, in the case of Exempt Notes, any Pricing Supplement or any other information supplied in connection with the Programme or any Notes

should purchase any Notes. Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Bank. Neither this Base Prospectus, any Final Terms or, in the case of Exempt Notes, any Pricing Supplement, nor any other information supplied in connection with the Programme or the issue of any Notes constitutes an offer or invitation by or on behalf of the Bank or any of the Dealers to any person to subscribe for or to purchase any Notes.

Neither the delivery of this Base Prospectus or any Final Terms or, in the case of Exempt Notes, any Pricing Supplement, nor the offering, sale or delivery of any Notes shall, in any circumstances, imply that the information contained in this Base Prospectus is true subsequent to the date hereof or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. The Arranger and the Dealers expressly do not undertake to review the financial condition or affairs of the Bank during the life of the Programme or to advise any investor in the Notes of any information coming to their attention.

This Base Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any Notes in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Base Prospectus and the offer or sale of Notes may be restricted by law in certain jurisdictions. The Bank, the Arranger and the Dealers do not represent that this Base Prospectus may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Bank, the Arranger or the Dealers, which is intended to permit a public offering of any Notes or distribution of this Base Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Base Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Base Prospectus or any Final Terms or Pricing Supplement (as the case may be) or any Notes may come must inform themselves about and observe any such restrictions. For a description of certain restrictions on offers, sales and deliveries of Notes and on the distribution of this Base Prospectus or any Final Terms or any Pricing Supplement (as the case may be) and other offering material relating to the Notes, see "*Subscription and Sale*".

The Notes will be issued in such denominations as may be agreed between the Bank and the relevant Dealer(s) and as specified in the applicable Final Terms or the applicable Pricing Supplement (as the case may be), subject to compliance with all applicable legal and/or regulatory and/or central bank requirements. The minimum denomination of each Note shall be EUR100,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency as at the date of the issue of the Notes). The maximum aggregate principal amount of Notes outstanding at any one time under the Programme will not exceed U.S.\$1,500,000,000 (and for this purpose, any Notes denominated in another currency shall be translated into U.S. dollars at the date of the agreement to issue such Notes (calculated in accordance with the provisions of the Dealer Agreement as defined under "*Subscription and Sale*")). The maximum aggregate principal amount of Notes which may be outstanding at any one time under the Programme may be increased from time to time, subject to compliance with the relevant provisions of the Dealer Agreement.

The Notes may not be a suitable investment for all investors. Each prospective investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each prospective investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Base Prospectus or any applicable supplement;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including where the currency for principal or interest payments is different from the prospective investor's currency;

- (iv) understand thoroughly the terms of the Notes and be familiar with the behaviour of any relevant financial markets; and
- (v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

The Notes are complex financial instruments. Sophisticated institutional investors generally do not purchase complex financial instruments as stand-alone investments. They purchase complex financial instruments as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A prospective investor should not invest in Notes which are complex financial instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of the Notes and the impact this investment will have on the prospective investor's overall investment portfolio.

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each prospective investor should consult its legal advisers to determine whether and to what extent: (a) the Notes are legal investments for it, (b) the Notes can be used as collateral for various types of borrowing, and (c) other restrictions apply to its purchase or pledge of Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

This offer document is an Exempt Offer document in accordance with the Market Rulebook of the ADGM Financial Services Regulatory Authority. This Exempt Offer document is intended for distribution only to Persons of a type specified in the Market Rulebook. It must not be delivered to, or relied on by, any other Person. The ADGM Financial Services Regulatory Authority has no responsibility for reviewing or verifying any documents in connection with an Exempt Offer. The ADGM Financial Services Regulatory Authority has not approved this Exempt Offer document nor taken steps to verify the information set out in it, and has no responsibility for it. The Notes to which this Exempt Offer relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the Notes offered should conduct their own due diligence on the Notes. If you do not understand the contents of this Exempt Offer document you should consult an authorised financial advisor.

STABILISATION

In connection with the issue of any Tranche of Notes, the Dealer or Dealers (if any) named as the stabilisation manager(s) in the applicable Final Terms or Pricing Supplement (the "**Stabilisation Manager**") (or persons acting on behalf of any Stabilisation Manager(s)) may over-allot Notes or effect transactions with a view to supporting the market price of the Notes during the stabilisation period 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 date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made 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 of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation action or over-allotment must be conducted by the Stabilisation Manager(s) (or persons acting on behalf of the Stabilisation Manager(s)) in accordance with all applicable laws, regulations and rules.

NOTICE TO RESIDENTS OF THE KINGDOM OF BAHRAIN

In relation to investors in the Kingdom of Bahrain, Notes issued in connection with this Base Prospectus and related offering documents may only be offered in registered form to existing accountholders and accredited investors (each 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 Prospectus 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 Prospectus and any related offering documents have not been and will not be registered as a prospectus with the CBB. Accordingly, no Notes may be offered, sold or made the subject of an invitation for subscription or purchase nor will this Base Prospectus or any other related document or material be used in connection with any offer, sale or invitation to subscribe or purchase securities, whether directly or

indirectly, to persons in the Kingdom of Bahrain, other than to accredited investors (as such term is defined by the CBB) for an offer outside the Kingdom of Bahrain.

A copy of this Base Prospectus has been delivered to the CBB. However, the CBB has not reviewed, approved or registered this Base Prospectus or any related offering documents and it has not in any way considered the merits of the Notes 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 Prospectus 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 Prospectus. No offer of Notes will be made to the public in the Kingdom of Bahrain and this Base Prospectus 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 THE KINGDOM OF SAUDI ARABIA

This document may not be distributed in the Kingdom of Saudi Arabia except to such persons as are permitted under the Rules on the Offer of Securities and Continuing Obligations issued by the Capital Market Authority of the Kingdom of Saudi Arabia (the "**Capital Market Authority**").

The Capital Market Authority 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 OF THE STATE OF QATAR

The Notes 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 Prospectus has not been and will not be reviewed or approved by, or registered with, the Qatar Central Bank, the Qatar Stock Exchange, the Qatar Financial Centre Regulatory Authority or the Qatar Financial Markets Authority in accordance with their regulations or any other regulations in the State of Qatar (including the Qatar Financial Centre). The Notes are not and will not be traded on the Qatar Stock Exchange. The Notes and interests therein will not be offered to investors domiciled or resident in the State of Qatar (including the Qatar Financial Centre) and do not constitute debt financing in the State of Qatar (including the Qatar Financial Centre) under the Commercial Companies Law No. (11) of 2015 or otherwise under the laws of the State of Qatar (including the Qatar Financial Centre).

IMPORTANT – PROHIBITION OF SALES TO EEA RETAIL INVESTORS

If the applicable Final Terms or, in the case of Exempt Notes, the applicable Pricing Supplement, in respect of any Series of Notes includes a legend entitled "Prohibition of Sales to EEA Retail Investors", the Notes 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 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 Directive 2014/65/EU (as amended, "**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. Consequently, no key information document required by Regulation (EU) No. 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

IMPORTANT – PROHIBITION OF SALES TO UK RETAIL INVESTORS

If the applicable Final Terms or, in the case of Exempt Notes, the applicable Pricing Supplement, in respect of any Series of Notes includes a legend entitled "Prohibition of Sales to UK Retail Investors", the Notes 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 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 Directive

(EU) 2016/97, 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. Consequently, no key information document required by Regulation (EU) No. 1286/2014 as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the United Kingdom has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the United Kingdom may be unlawful under the PRIIPs Regulation.

MIFID II PRODUCT GOVERNANCE / TARGET MARKET

The applicable Final Terms or, in the case of Exempt Notes, the applicable Pricing Supplement, in respect of the Notes may include a legend entitled "MiFID II Product Governance" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (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 Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

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

UK MiFIR PRODUCT GOVERNANCE / TARGET MARKET

The applicable Final Terms or, in the case of Exempt Notes, the applicable Pricing Supplement, in respect of the Notes will include a legend entitled "**UK MiFIR Product Governance**" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any 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 Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

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

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

Unless otherwise stated in the applicable Final Terms (or in the case of Exempt Notes, the applicable Pricing Supplement), all Notes issued or to be issued under the Programme shall be 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 the Singapore Monetary Authority (the "**MAS**") Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

PRESENTATION OF FINANCIAL AND OTHER INFORMATION

FINANCIAL INFORMATION

The Bank's consolidated financial statements as at and for the year ended 31 December 2024 (the "**2024 Financial Statements**") have been prepared in accordance with IFRS Accounting Standards as issued by the International Accounting Standards Board and endorsed in the Kingdom of Saudi Arabia ("**Saudi Arabia**") and in compliance with other standards and pronouncements endorsed by the Saudi Organization for Chartered and Professional Accountants ("**SOCPA**") (together, "**IFRS as endorsed in Saudi Arabia**") and the Banking Control Law issued by Royal Decree No. M/5., dated 22/02/1386H (corresponding to 12 June 1966), as amended (the "**Banking Control Law**") and the Regulations for Companies in Saudi Arabia.

The Bank's consolidated financial statements as at and for the year ended 31 December 2023 (the "**2023 Financial Statements**") and, together with the 2024 Financial Statements, the "**Annual Financial Statements**") have been prepared in accordance with IFRS as endorsed in Saudi Arabia and in compliance with the Banking Control Law and the Regulations for Companies in Saudi Arabia.

The unaudited interim condensed consolidated financial information of the Bank as at and for the six months ended 30 June 2025 (the "**Interim Financial Information**" and, together with the Annual Financial Statements, the "**Financial Statements**") have been prepared in accordance with International Accounting Standard 34 "Interim Financial Reporting" ("**IAS 34**") as endorsed in Saudi Arabia and other standards and pronouncements issued by SOCPA.

Unless otherwise stated, the financial information as at and for the years ended 31 December 2024 and 31 December 2023 has been extracted from the 2024 Financial Statements and the comparative financial information in the 2024 Financial Statements, respectively, and the financial information as at and for the year ended 31 December 2022 has been extracted from the comparative financial information in the 2023 Financial Statements. In addition, the unaudited financial information as at and for the six months ended 30 June 2025 and for the six months ended 30 June 2024 has been extracted from the Interim Financial Information and the comparative financial information in the Interim Financial Information.

CERTAIN DEFINED TERMS

Capitalised terms which are used but not defined in any section of this Base Prospectus will have the meaning attributed thereto in the Conditions or any other section of this Base Prospectus. Save where the context otherwise requires, references to "**2024**", "**2023**" and "**2022**" below in relation to the Bank's consolidated income statement financial information included in the Base Prospectus are references to the 12 months ended 31 December in each such year.

CERTAIN CONVENTIONS

In this Base Prospectus, unless otherwise specified, references to "**U.S.\$**" or "**U.S. dollars**" are to the lawful currency of the United States of America (the "**United States**" or the "**U.S.**") and references to "**SAR**" and "**Saudi riyal**" are to the lawful currency of Saudi Arabia.

Certain amounts (including percentages) included in this Base Prospectus may have been subject to rounding adjustments. Accordingly, figures shown as totals in certain tables may not be an exact arithmetic aggregation of the figures to which they relate.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

Some statements in this Base Prospectus 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 Prospectus, the words "anticipates", "estimates", "expects", "believes", "intends", "plans", "aims", "seeks", "may", "will", "should" and any similar expressions generally identify forward-looking statements. These forward-looking statements are contained in the sections entitled "*Risk Factors*" and "*Description of the Bank*" and other sections of this Base Prospectus. 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 Bank has otherwise identified in this Base Prospectus, 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 Bank*" and "*The Kingdom of Saudi Arabia 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;

- credit risks, including the impact of a higher level of credit defaults arising from adverse economic conditions (in particular in relation to the construction and contracting sector), the impact of provisions and impairments and concentration of the Bank's financing portfolio;
- liquidity risks, including the inability of the Bank to meet its contractual and contingent cash flow obligations or the inability to fund its operations; and
- changes in profit 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 Prospectus. Without prejudice to any requirements under applicable laws, the Bank expressly disclaims any obligation or undertaking to disseminate after the date of this Base Prospectus 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. Given the uncertainties of forward-looking statements, the Bank cannot assure potential investors that projected results or events will be achieved and the Bank cautions potential investors not to place undue reliance on these statements.

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OVERVIEW OF THE PROGRAMME

The following overview must be read as an introduction to this Base Prospectus and any decision to invest in any Notes should be based on a consideration of this Base Prospectus as a whole, including any documents incorporated by reference. This general overview does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Base Prospectus and, in relation to the terms and conditions of any particular Tranche of Notes, is completed by the applicable Final Terms or, in the case of Exempt Notes, is completed, modified and/or supplemented by the applicable Pricing Supplement. The Bank and any relevant Dealer may agree that Notes shall be issued in a form other than that contemplated in the Terms and Conditions, in which event, in the case of listed Notes only and if appropriate, a new Base Prospectus, a series prospectus or a supplement to this Base Prospectus may be published.

Words and expressions defined in the "Terms and Conditions of the Notes" below or elsewhere in this Base Prospectus have the same meanings in this overview.

Bank:	Gulf International Bank – Saudi Arabia
Bank's Legal Entity Identifier (LEI)	558600BYC3HXL0JSVU63
Description:	Additional Tier 1 Capital Note Programme.
Risk Factors:	There are certain factors that may affect the Bank's ability to fulfil its obligations under the Notes issued under the Programme. These are set out under " <i>Risk Factors</i> " and include market risk arising from adverse changes in market conditions such as interest rate risk, credit spread risk, foreign exchange risk and equity risk. In addition, there are certain factors which are material for the purpose of assessing the market risks associated with the Notes issued under the Programme. These are set out under " <i>Risk Factors</i> " and include certain risks relating to the structure of a particular series of Notes and certain market risks.
Arranger:	GIB Capital (A Single Shareholder Company).
Dealers:	Citigroup Global Markets Limited, Emirates NBD Bank PJSC, First Abu Dhabi Bank P.J.S.C., GIB Capital (A Single Shareholder Company), J.P. Morgan Securities plc, SMBC Bank International plc, Standard Chartered Bank and any other Dealer appointed from time to time by the Bank either in respect of the Programme on an ongoing basis or in relation to a particular Tranche of Notes.
Fiscal Agent:	Citibank N.A., London Branch.
Registrar:	Citibank Europe Plc.
Listing and Trading:	Application has been made to the FCA for Notes issued under the Programme (other than Exempt Notes) for a period of 12 months from the date of this Base Prospectus to be admitted to the Official List and to the London Stock Exchange for such Notes to be admitted to trading on the Main Market, and references to listing shall be construed accordingly. As specified in the applicable Pricing Supplement, a Series (as defined below) of Notes may be unlisted or 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 between the Bank and the relevant Dealer (the "Exempt Notes"). The FCA has neither approved nor reviewed information contained in this Base Prospectus in connection with Exempt Notes.
Clearing Systems:	Euroclear and/or Clearstream, Luxembourg or, in relation to any Tranche of Notes, any other clearing system.

Initial Programme Amount:	Up to U.S.\$1,500,000,000 (or its equivalent in other currencies) aggregate principal amount of Notes outstanding at any one time. The Bank may increase the amount of the Programme in accordance with the provisions of the Dealer Agreement.
Issuance in Series:	Notes will be issued in series (each a " Series ") having one or more issue dates and on terms otherwise identical (or identical other than in respect of the amount and date of the first payment of interest thereon (if any) and the date from which interest starts to accrue), the Notes of each Series being intended to be interchangeable with all other Notes of that Series. Each Series may be issued in tranches (each a " Tranche ") on the same or different issue dates. The specific terms of each Tranche (which will comprise, where necessary, the relevant terms and conditions and, save in respect of the issue date, issue price, first payment of interest and principal amount of the Tranche), will be identical to the terms of other Tranches of the same Series and will be completed in the applicable Final Terms or, in the case of Exempt Notes, the applicable Pricing Supplement.
Forms of Notes:	Notes may be issued in bearer form ("Bearer Notes") or in registered form ("Registered Notes"). Registered Notes will not be exchangeable for Bearer Notes and <i>vice versa</i>. Each Tranche of Bearer Notes will initially be in the form of either a Temporary Global Note or a Permanent Global Note, in each case as specified in the applicable Final Terms or, in the case of Exempt Notes, the applicable Pricing Supplement. Each Global Note will be deposited on or around the relevant issue date with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system. Each Temporary Global Note will be exchangeable for a Permanent Global Note or, if so specified in the applicable Final Terms or the applicable Pricing Supplement (as the case may be), for Definitive Notes. If the TEFRA D Rules are specified in the applicable Final Terms or the applicable Pricing Supplement (as the case may be), as applicable, certification as to non-U.S. beneficial ownership will be a condition precedent to any exchange of an interest in a Temporary Global Note or receipt of any payment of interest in respect of a Temporary Global Note. Each Permanent Global Note will be exchangeable for Definitive Notes only in accordance with its terms. Definitive Notes will, if interest-bearing, have Coupons attached and, if appropriate, one or more Talons for further Coupons. Each Tranche of Registered Notes will be in the form of either Individual Note Certificates or a Global Registered Note, in each case as specified in the applicable Final Terms or the applicable Pricing Supplement (as the case may be). Each Global Registered Note will be deposited on or around the relevant issue date with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and registered in the name of a nominee for such depositary and will be exchangeable for Individual Note Certificates in accordance with its terms.
Currencies:	Notes may be denominated in any currency agreed between the Bank and the relevant Dealer(s), subject to compliance with all applicable legal and/or regulatory and/or central bank requirements. Payments in respect of Notes may, subject to such compliance, be made in any currency or currencies other than the currency in which such Notes are denominated.
Subordination:	The Notes and Coupons relating to them shall at all times rank <i>pari passu</i> and without any preference among themselves. The Obligations will constitute Additional Tier 1 Capital of the Bank and, upon the occurrence and continuation of any Winding-Up Proceeding (as defined in Condition 12 (<i>Enforcement Events</i>)) will (i) constitute direct, unsecured, conditional and subordinated obligations of the Bank, (ii) rank subordinate and junior to all Senior Obligations but not further or otherwise, (iii) rank <i>pari passu</i>

with all other Pari Passu Obligations and (iv) rank in priority only to all Junior Obligations.

Interest: Subject to Conditions 4(b) (*Subordination*), 5(e) (*Accrual of Interest*), Condition 6(a) (*Non-Payment Event*), Condition 6(b) (*Non-Payment Election*), 8 (*Write-Down at the Point of Non-Viability*) 9 (*Payments – Bearer Notes*) and 10 (*Payments – Registered Notes*), Notes will bear interest on their outstanding principal amount (i) from and including the relevant Interest Commencement Date to but excluding the relevant First Reset Date, at the Initial Rate of Interest and (ii) during each Reset Period (if any), at the Rate of Interest calculated on the basis of the aggregate of the Margin and the Relevant Reset Rate on the relevant Reset Determination Date in accordance with Condition 5(b) (*Reset Interest Rate*).

In respect of a Series, if the Bank makes a Non-Payment Election or a Non-Payment Event occurs, the Bank shall not have any obligation to make any subsequent payment in respect of any unpaid Interest Payment Amount as more particularly described in Condition 6(c) (*Effect of Non-Payment Event or Non-Payment Election*). Noteholders shall have no claim in respect of any Interest Payment Amount (or any part thereof) 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 Condition 6(c) (*Effect of Non-Payment Event or Non-Payment Election*)) and any non-payment of an Interest Payment Amount (or any part thereof) in such circumstances shall not constitute an Enforcement Event with respect to such Series.

Redemption: The Notes of each Series are perpetual securities and have no fixed or final redemption date. Unless the Notes have previously been redeemed or purchased and cancelled as provided in the Conditions, the Bank may redeem all (but not some only) of the Notes on any Call Date. In addition, upon the occurrence of a Tax Event or a Capital Event, the Bank may redeem all (but not some only) of the Notes at any time on or after the Issue Date in accordance with the Conditions. See Condition 7(b) (*Redemption at the Option of the Bank*), Condition 7(c) (*Redemption due to Taxation*) and Condition 7(d) (*Redemption for Capital Event*).

Non-Viability/Write-down of the Notes: If a Non-Viability Event occurs at any time on or after the Issue Date of the first Tranche of a Series, a Write-down (in whole or in part, as applicable) will take place in accordance with Condition 8(c) (*Non-Viability Notice*). In such circumstances, the Notes of such Series shall be cancelled (in the case of the relevant Write-down Amount corresponding to the full proportion of the principal amount of Notes 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 principal amount of Notes then outstanding), all as more particularly described in Condition 8 (*Write-down at the Point of Non-Viability*).

Enforcement Events: If an Enforcement Event occurs and is continuing, the holder of any Note may give written notice to the Fiscal Agent at its specified office that such Note is immediately repayable, whereupon the same shall, subject to Condition 8 (*Write-down at the Point of Non-Viability*), Condition 7 (*Redemption, Purchase and Cancellation*) and Condition 12(b) (*Proceedings for Winding-up*) become immediately due and payable at its outstanding principal amount together with accrued interest to the date of payment, subject to and as more particularly described in Condition 12 (*Enforcement Events and Winding-up*).

Issue Price: Notes may be issued at their principal amount or at a discount or premium to their principal amount, as specified in the applicable Final Terms or, in the case of Exempt Notes, the applicable Pricing Supplement. The price and amount of Notes to be issued under the Programme will be determined by the Bank and the

relevant Dealer at the time of issue in accordance with prevailing market conditions.

Denominations: The Notes will be issued in such denominations as may be agreed between the Bank and the relevant Dealer and as specified in the applicable Final Terms or, in the case of Exempt Notes, the applicable Pricing Supplement, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements. The minimum denomination of each Note shall be EUR100,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency as at the date of the issue of the Notes).

Taxation: All payments in respect of Notes will be made free and clear of withholding taxes imposed by the Kingdom of Saudi Arabia, unless the withholding is required by law. In that event, the Bank will (subject as provided in Condition 11 (*Taxation*)) pay such additional amounts as will result in the Noteholders receiving such amounts as they would have received in respect of such Notes had no such withholding been required.

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

Deed of Covenant: In the case of any Global Notes and Global Registered Notes, individual investors' rights against the Bank will be governed by a Deed of Covenant (as defined below), a copy of which will be available for inspection at the specified office of the Fiscal Agent.

Ratings: Notes issued under the Programme may be rated or unrated. Where a Tranche is rated, the applicable rating(s) will be specified in the applicable Final Terms or, in the case of Exempt Notes, the applicable Pricing Supplement.

A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction, change or withdrawal at any time by the assigning rating agency.

In general, European regulated investors are restricted under the CRA Regulation from using credit ratings for regulatory purposes in the EEA, unless such ratings are issued by a credit rating agency established in the EEA and registered under the CRA Regulation (or are endorsed by an EEA registered credit rating agency certified in accordance with the CRA Regulation or issued by a third country credit rating agency that is certified in accordance with the CRA Regulation).

Investors regulated in the United Kingdom are subject to similar restrictions under the UK CRA Regulation and, as such, are required to use for UK regulatory purposes ratings issued by a credit rating agency established in the United Kingdom and registered under the UK CRA Regulation (or endorsed by a United Kingdom registered credit rating agency or issued by a third country credit rating agency that is certified in accordance with the UK CRA Regulation).

Selling Restrictions: For a description of certain restrictions on offers, sales and deliveries of Notes and on the distribution of offering material in the United States of America, the EEA, the UK, Switzerland, Japan, Singapore, Bahrain, the Kingdom of Saudi Arabia, the United Arab Emirates (excluding the Dubai International Financial Centre and the Abu Dhabi Global Market), the Dubai International Financial Centre, the Abu Dhabi Global Market and the State of Qatar (including the Qatar Financial Centre), see "*Subscription and Sale*".

Bearer Notes will be issued in compliance with U.S. Treasury Regulations Section 1.163-5(c)(2)(i)(D) (or any substantially identical successor U.S. Treasury Regulations section including, without limitation, substantially identical successor regulations issued in accordance with Internal Revenue

Service Notice 2012-20 or otherwise in connection with the U.S. Hiring Incentives to Restore Employment Act of 2010) (the "**D Rules**") unless: (i) the applicable Final Terms or the applicable Pricing Supplement (as the case may be) states that Notes are issued in compliance with U.S. Treasury Regulations Section 1.163-5(c)(2)(i)(C) (or any substantially identical successor U.S. Treasury Regulations section including, without limitation, substantially identical successor regulations issued in accordance with 2012-20 or otherwise in connection with the U.S. Hiring Incentives to Restore Employment Act of 2010) (the "**C Rules**"); or (ii) the Bearer Notes are issued other than in compliance with the D Rules or the C Rules but in circumstances in which the Notes will not constitute "registration required obligations" under the United States Tax Equity and Fiscal Responsibility Act of 1982 ("**TEFRA**"), which circumstances will be referred to in the applicable Final Terms or the applicable Pricing Supplement (as the case may be) as a transaction to which TEFRA is not applicable.

**Waiver of
Immunity:**

The Bank has acknowledged in the Deed of Covenant, the Agency Agreement and the Notes that to the extent that it may in any jurisdiction claim for itself or its assets or revenues (presently owned or subsequently acquired or generated, and whether related to the Notes or not) immunity from suit, execution, attachment (whether in aid of execution, before judgment or award or otherwise) or other legal process and to the extent that such immunity (whether or not claimed) may be attributed in any such jurisdiction to it or its assets or revenues (presently owned or subsequently acquired or generated, and whether related to the Notes or not), the Bank has agreed in the Deed of Covenant, the Agency Agreement and the Notes that it will not claim and has irrevocably waived such immunity to the full extent possible under applicable law in relation to any proceedings.

RISK FACTORS

In making their investment decision, potential investors should carefully consider the merits and risks of an investment in Notes issued under the Programme. In particular, the Bank believes that the following factors may affect its ability to fulfil its obligations under Notes issued under the Programme. All these factors are contingencies that may or may not occur. Should one or more of the events or circumstances described as risks below occur at the same time or separately, this could have a material adverse effect on the Bank. As used in this section, "material adverse effect" and related expressions when used in relation to the Bank mean that the Bank's financial condition, results of operations, cash flows, liquidity, business, prospects and/or reputation could be materially adversely affected and/or the value of any Notes issued under the Programme could decline and these factors could result in an investor losing part or all of its investment.

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

The Bank believes that the factors described below represent the material risks inherent in investing in Notes issued under the Programme, but the Bank may be unable to pay interest, principal or other amounts on, or in connection with, any Notes for other reasons, which may not be considered significant risks by the Bank based on information currently available to it or which it may not be currently able to anticipate, and the Bank does not represent that the statements below regarding the risks of holding any Notes are exhaustive. Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus and reach their own views prior to making any investment decision.

FACTORS THAT MAY AFFECT THE BANK'S ABILITY TO FULFIL ITS OBLIGATIONS UNDER NOTES ISSUED UNDER THE PROGRAMME

The Bank is exposed to significant economic and political risks, particularly those affecting Saudi Arabia, where its operations are focused

The Bank provides conventional wholesale, commercial and retail banking services, as well as Shariah-compliant products, through three branches located in Saudi Arabia. The Bank's assets and liabilities are concentrated in Saudi Arabia, with all of its loans and advances and 92.0 per cent. of its due to banks and other financial institutions and customers' deposits as at 31 December 2024 being geographically attributable to Saudi Arabia. Investors should note that the Bank's business and financial performance could be affected by adverse developments in the economic, political or social environment in Saudi Arabia. Adverse developments include political uncertainty and tensions or social unrest that could result in the loss of investor confidence (see further "— *The Bank conducts business in a region that is subject to ongoing political and security concerns*" below).

The Bank is susceptible to changes in the macroeconomic environment and the performance of financial markets generally. Greater policy uncertainty, increased trade tensions driven by a series of new tariff measures announced by the United States and softer demand momentum could reduce near- and long-term growth and could test global resilience to economic shocks.

The ongoing Russia-Ukraine conflict, the recent Israel-Iran conflict, rising geopolitical tensions, tariffs and widening domestic imbalances remain of concern and continue to drive uncertainty. Divergent and rapidly shifting policy stances or deteriorating sentiment could trigger additional repricing of assets beyond what took place after the announcement of sweeping U.S. tariffs on 2 April 2025 and sharp adjustments in foreign exchange rates and capital flows, especially for economies already facing debt distress.

These factors have impacted the world economy across many industries and markets, including the Saudi Arabian market in which the Bank operates. Under IFRS 9, GDP and other macroeconomic factors are taken into consideration when calculating the Bank's expected credit losses ("ECL"). A deteriorating macroeconomic environment may result in increased ECL allowances which, in turn, would negatively impact the Bank's profitability. The Bank conducts regular stress tests of its loans and advances 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 external shocks and a material increase in loan impairments could have a material adverse effect on the Bank, through increases in the Bank's non-

performing loans and advances and increased provisions for ECL, which could negatively impact the Bank's profitability and reduce demand for loans and advances and other banking services. Any of these factors may have a material adverse effect on the Bank.

In addition, any prolonged global economic and geopolitical uncertainty could also impact oil demand and oil prices and, over time, lead to a deterioration in the quality of the Bank's loans and advances. See further "*Saudi Arabia's economy is affected by international oil prices, which are subject to significant fluctuation and a significant decline in international oil prices may materially adversely affect the Bank, particularly if it is sustained for a long period*" below.

Certain regional oil-producing countries that have pegged their domestic currencies to the U.S. dollar typically face increased pressure to remove these foreign exchange pegs at times of significant and prolonged falls in oil prices. For example, Kazakhstan and Azerbaijan removed the U.S. dollar peg of their domestic currencies in August 2015 and December 2015, respectively. No GCC country with such a peg has removed it, in part reflecting the stability afforded by the peg given the reliance of most GCC countries on oil revenue which is priced in U.S. dollars. There remains a risk that any de-pegging by one or more GCC countries would pose a systemic risk to the regional banking systems by virtue of the inevitable devaluation of any such de-pegged currency against the U.S. dollar and the impact this would have on the open cross-currency positions held by regional banks, including the Bank. Any such de-pegging in Saudi Arabia or elsewhere in the GCC, particularly if such de-pegging is accompanied by the anticipated currency devaluations against the U.S. dollar (as described above), could have a material adverse effect on the Bank.

Saudi Arabia's economy is affected by international oil prices, which are subject to significant fluctuation and a significant decline in international oil prices may materially adversely affect the Bank, particularly if it is sustained for a long period

Saudi Arabia's economy is affected by international oil prices, which are subject to significant fluctuation. For example, the annual average OPEC Reference Basket price per barrel of oil (which represents a weighted average of oil prices collected from members of the Organization of Petroleum Exporting Countries ("OPEC")) was U.S.\$100.08 in 2022, U.S.\$82.95 in 2023 and U.S.\$79.89 in 2024. The average of the monthly average OPEC Reference Basket prices per barrel of oil in the first eight months of 2025 was U.S.\$71.65.

In 2022, the comparatively high annual average OPEC Reference Basket price largely reflected the impact of the Russian invasion of Ukraine in early 2022 and the sanctions imposed on Russia by numerous countries and international bodies in response. In 2023, the decline in the annual average OPEC Reference Basket price principally reflected adjustments in the sanctions regime relating to Russia at the end of 2022 and generally lower demand than expected in 2023. In 2024 and to date in 2025, average OPEC Reference Basket prices reflected a range of offsetting factors, including geopolitical tensions, energy security concerns, economic growth, supply and demand dynamics, and production and supply decisions made by OPEC. In addition, U.S. tariff policies announced early in 2025 also impacted average OPEC Reference Basket prices.

Oil price dynamics are difficult to predict and are expected to continue to be influenced by changes in many factors over which the Bank has no control. Factors that may affect the price of oil include, but are not limited to:

- global and regional supply and demand and expectations regarding future supply and demand for oil products;
- economic and political developments in oil-producing regions, particularly in the Middle East and Russia;
- 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 prices and availability of new technologies using alternative fuels; and
- global weather and environmental conditions.

It is possible that the broad-ranging tariffs announced by the United States, and any other countries (including China) in response, could result in a slowdown of global economic activity which could reduce demand for oil and therefore the price of oil. This could reduce liquidity in the Saudi banking system and cause international investors to reduce their exposure to emerging markets, including the GCC, potentially slowing foreign direct investment or portfolio inflows into Saudi Arabia.

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 and impact liquidity and the availability of funding in Saudi Arabia. The government has financed past budget deficits by borrowing and utilising its reserves and it may need to do so again. Any reduction in foreign exchange reserves and/or additional borrowing could result in foreign exchange outflows and have a tightening effect on liquidity and credit expansion which may not be mitigated by any adjustments in government spending aimed at offsetting the adverse effects of any of the foregoing. Any of these outcomes could have a material adverse effect on the Bank.

The Bank could be adversely affected by increased competition in Saudi Arabia

All sectors of the Saudi Arabian market for financial and banking services are highly competitive. Based on the website of the Saudi Arabian Central Bank ("SAMA") as at 29 October 2025, there are 39 licensed commercial banks in Saudi Arabia, of which 11 are local banks incorporated in Saudi Arabia, 24 are foreign banks licensed to operate through branches in Saudi Arabia and four are digital banks. Of these, six foreign banks and one digital bank are currently in a pilot phase of operations.

The Bank faces intensifying competition in Saudi Arabia from both new entrants to the market, such as digital banks, and existing competitors, including through consolidation such as the mergers in 2019 and 2021 that resulted in the creation of Saudi Awwal Bank and Saudi National Bank, respectively. This intensifying competition is likely to increase pressure on the Bank to improve the range and sophistication of its products and services currently offered. In addition, Saudi Arabian banks are currently making significant investments in digitisation with a view to increasing their market shares of both retail and corporate customers.

Competition in its key areas of operation, including retail and corporate banking, 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 margins on the products and services it provides. For example, the recently licensed digital banks may have lower operating cost models and be capable of generating higher returns from asset growth. If the Bank continues to experience increasing margin pressure and rising operating expenses as the banking sector in Saudi Arabia develops, is not able to compete effectively and/or incurs significant additional costs as it seeks to compete effectively, the Bank's business, results of operations, financial condition and prospects could be materially adversely affected.

In addition, certain Saudi corporate entities may also maintain relationships with banks which are not incorporated in Saudi Arabia and may be larger, better capitalised and more experienced in certain areas than the Bank. These factors increase the pressure on the Bank to improve the range and sophistication of the products and services currently offered since the Bank will be adversely affected if it is unable to keep up with its competitors with respect to the prices and quality of its products and services offering. The competitive nature of the Saudi banking market may result in some of the Bank's customers moving their banking business, or a portion thereof, to a competitor bank instead, which, particularly in the case of larger customers, could have a material adverse effect on the Bank.

The Bank is exposed to the credit risk of its borrowers and other counterparties

Credit risk arises principally in the Bank's lending and investment activities. Credit risk is the risk of financial loss to the Bank if a customer or counterparty to a financial exposure or instrument fails to meet its contractual obligations. Credit risks could arise from a specific deterioration in the credit quality of certain borrowers, issuers and counterparties of the Bank, or from a general deterioration in local or global economic conditions, or from systemic risks within the financial system. This could affect the recoverability

and value of the Bank's assets, which may result in an increase in the Bank's provisions for ECL in respect of its loans and advances and other credit exposures. For example, the Bank recorded total ECL of SAR 134.3 million in 2024, SAR 190.8 million in 2023 and SAR 95.8 million in 2022. As at 31 December 2024, the Bank's non-performing loans (being its Stage 3 loans and advances determined in accordance with IFRS 9) as a percentage of its total gross loans and advances was 1.7 per cent., compared to 2.1 per cent. as at 31 December 2023 and 2.5 per cent. as at 31 December 2022. The Bank's total provision coverage ratio (being the sum of its allowance for ECL on loans and advances divided by its non-performing loans and advances) as at 31 December 2024 was 138.3 per cent., compared to 113.9 per cent. as at 31 December 2023 and 101.4 per cent. as at 31 December 2022.

Although the Bank makes provisions for potential credit losses in accordance with applicable requirements, the provisions are made based on available information, estimates and assumptions, which are subject to uncertainty. Therefore, there can be no assurance that provisions made by the Bank are or will be sufficient to cover potential future losses. Further, if the credit quality of the Bank's loans or the financial health of any of its borrowers were to deteriorate, the Bank may have to make additional impairment provisions which could have a material adverse effect on the Bank. The recoverability of the credit provided by the Bank to its customers may be adversely affected by negative changes in the overall economic, political or regulatory environment affecting the ability of the Bank's counterparties to repay their loans, the effectiveness of enforcement proceedings and other circumstances beyond the Bank's control. In addition, the Bank's credit risk may be exacerbated when the collateral it holds cannot be realised upon default or is liquidated at prices not sufficient to recover the full amount of the exposure that is due. Many of the hedging and other risk management strategies utilised by the Bank involve transactions with financial services counterparties. Any weakness in these counterparties may impair the effectiveness of the Bank's hedging and other risk management strategies and may, as a result, have a material adverse effect on the Bank's business, results of operations, financial condition or prospects.

In addition, any actual or perceived lack of creditworthiness of, or questions about, a significant financial institution may lead to market-wide liquidity problems and losses or defaults by other institutions, including the Bank, if it has material exposure to any affected institution. 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 Bank interacts daily. Systemic risk, should it materialise, could have a material adverse effect on the Bank's ability to raise new funding and on its business generally.

Security interests provided in favour of the Bank may not be sufficient to cover all losses

As at 31 December 2024, the amount of collateral held as security for loans that are credit impaired which (i) provided less than 50 per cent. coverage for impaired loans was SAR 7.1 million, and (ii) provided more than 70 per cent. coverage for impaired loans was SAR 269.2 million. This collateral primarily comprised time, demand and other cash deposits, financial guarantees, local and international equities, real estate and other fixed assets. In addition, at the time when enforcement is required, collateral values may be adversely impacted, for example where the enforcement results from a prolonged period of adverse economic conditions. As a result, there is no assurance that the value of the Bank's collateral will be sufficient to cover all defaulting debts, and any losses recorded as a result, to the extent they have not already been provided for, will be recorded as a charge to the Bank's income statement.

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, and the interpretation of updated legislation in this area remains uncertain and untested. These pledges may, in some cases, not be enforced without a court order. Accordingly, the value of the collateral may erode over time whilst the Bank seeks to enforce it, and the time and costs associated with enforcing the collateral may also adversely affect the Bank's ability to recover its loan losses in full.

The Bank is exposed to declining property values in Saudi Arabia on the collateral supporting its consumer and commercial loans secured by mortgages over real estate

The Bank's loans and advances, net as at 31 December 2024, were SAR 31,770.5 million, of which SAR 2,934 million, or 9.2 per cent., was secured by mortgages over real estate. Negative economic and other factors could lead to a contraction in the residential mortgage market and to decreases in residential property prices. This would adversely affect the value of the Bank's collateral and could lead to increased ECL allowances, which would reduce the Bank's profitability.

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

As part of the Bank's lending and trade-related activities, the Bank provides guarantees, letters of credit ("LCs") and acceptances, which are commitments to make payments on behalf of customers contingent upon the failure of the customer to satisfy its obligations supported by the commitment. In addition, the Bank also makes irrevocable commitments to extend credit. Although these commitments are contingent and therefore off-balance sheet, they nonetheless subject the Bank to related credit risk. Credit-related commitments are subject to the same credit approval and compliance procedures as loans and advances, and commitments to extend credit are contingent on customers maintaining specific credit standards, but only limited security is taken in respect of such commitments. As at 31 December 2024, the Bank had SAR 23,711.2 million of credit-related contingent liabilities and commitments outstanding, being 29.0 per cent. of its total assets plus credit-related contingent liabilities and commitments.

Although the Bank anticipates that only a portion of its obligations in respect of these commitments will be triggered, it may become obliged 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 Bank 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 Bank's margins and have a material adverse effect on the Bank.

The Bank could be adversely affected by the weakness or the perceived weakness of other financial institutions and counterparties, which could result in significant systemic liquidity problems, losses or defaults

Within the financial services industry, the default of any one institution could lead to significant losses, and potentially defaults, by other institutions. 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 due to 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 Bank 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 Bank interacts daily. The Bank routinely executes a high volume of transactions with numerous counterparties in the financial services industry. In addition, many of the hedging and other risk management strategies utilised by the Bank also involve transaction counterparties that are financial institutions. Any weakness of these counterparties may impair the effectiveness of the Bank's hedging and other risk management strategies. Systemic risk, should it materialise, could have a material adverse effect on the Bank's ability to raise new funding and on its business and prospects. 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 Bank is subject to the risk that liquidity may not always be available

Liquidity risk is the risk that the Bank will encounter difficulties in repaying its obligations through its own sources or secure funding at excessive cost. This could arise due to the inability of the Bank to anticipate and provide for unforeseen reductions or changes in funding sources, which could have adverse consequences on the Bank's ability to meet its obligations when they fall due. The Bank's non-equity funding comprises the sum of its customers' deposits, its due to banks, SAMA and other financial institutions and its subordinated debt. The Bank's customers' deposits constituted 81.3 per cent. of the Bank's total non-equity funding as at 31 December 2024, 85.7 per cent. as at 31 December 2023 and 87.6 per cent. as at 31 December 2022. See further "*Description of the Bank — Funding*".

Customers' deposits and financial institution deposits (referred to as due to banks, SAMA and other financial institutions in the 2024 Financial Statements and as due to banks and other financial institutions in the 2023 Financial Statements) with a maturity of three months or less (on an expected maturity basis) formed 33.3 per cent. of the Bank's non-equity funding as at 31 December 2024 (31.4 per cent. as at 31 December 2023 and 32.4 per cent. as at 31 December 2022) and therefore may give rise to the risk of a maturity mismatch between the Bank's assets and liabilities. The availability of customers' deposits and due to banks, SAMA and other financial institutions is subject to fluctuation due to factors outside the Bank's control, including possible loss of confidence and competitive pressures, and this could result in a significant outflow of deposits and due to banks, SAMA and other financial institutions within a short

period of time or may cause the Bank to increase the return paid on its customers' deposits to ensure that it retains sufficient customers' deposits. As part of its liquidity risk management strategy, the Bank makes assumptions in relation to the potential outflows of customers' deposits and due to banks, SAMA and other financial institutions which could occur at times of stress. If any of these assumptions prove to be incorrect, the Bank could face unplanned liquidity outflows which have not been taken into account in the Bank's liquidity contingency plans and funding plans.

If a substantial portion of the Bank's depositors, or any of its largest depositors, withdraw their demand deposits or do not roll over their time deposits at maturity, the Bank may need to seek other sources of funding or may have to sell, or enter into sale and repurchase or securitisation transactions over, certain of its assets to meet its funding requirements. There can be no assurance that the Bank 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 Bank is forced to sell assets to meet its funding requirements, it may suffer material losses as a result.

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

The Bank has significant concentrations in its portfolio of loans and advances and among its depositors

Although the Bank has established various risk limits to try to prevent undue concentrations in terms of industry and geography in its loan portfolio, the Bank has a high concentration of loans and advances, all of which were provided within Saudi Arabia as at 31 December in each of 2024, 2023 and 2022.

The Bank also has substantial lending exposure to (i) the trading and services sector (which accounted for 15.0 per cent. of its loans and advances, gross as at 31 December 2024), (ii) the financial services sector (which accounted for 12.9 per cent. of its loans and advances, gross as at 31 December 2024), (iii) the energy, oil and petrochemical sector (which accounted for 12.5 per cent. of its loans and advances, gross as at 31 December 2024) and the manufacturing sector (which accounted for 11.1 per cent. of its loans and advances, gross as at 31 December 2024). Borrowers in the financial sector are likely to be particularly sensitive to economic downturns and borrowers in the energy, oil and petrochemical sector are likely to be particularly sensitive to periods of low oil prices, see "*— The Bank is exposed to significant economic and political risks, particularly those affecting Saudi Arabia, where its operations are focused*" and "*— Saudi Arabia's economy is affected by international oil prices, which are subject to significant fluctuation and a significant decline in international oil prices may materially adversely affect the Bank, particularly if it is sustained for a long period*" above.

As a result, a material weakening in the credit quality of, or a default by, any one or more of the Bank's large exposure counterparties, or any factors which negatively impact the sectors to which the Bank has significant exposure could result in the Bank having to make significant additional ECL charges and/or experiencing significantly reduced special commission income, each of which could have a material adverse effect on the Bank.

The Bank's 20 largest deposits represented 62.8 per cent. of the total customers' deposits held by it as at 31 December 2024. If Saudi Arabia experiences a significant liquidity shortage in the future, this may result in one or more of the Bank's large depositors seeking to withdraw some or all of its deposits. See further "*— The Bank is subject to the risk that liquidity may not always be available*" above.

The Bank could be adversely affected by market risks

Market risk is the current or prospective risk that changes in financial market prices and rates will cause fluctuations in the value and cash flows of financial instruments. The most significant market risks to which the Bank is exposed are interest rate and equity price risks associated with its trading, investment and asset and liability management activities, although the Bank is also subject to currency risk. Changes in benchmark rate levels and spreads may affect the interest rate margin realised between the Bank's financing and investment activities and its funding costs, and the value of assets that are sensitive to interest rate and spread changes. Changes in bond and equity prices may affect the values of the Bank's investment and trading portfolios. Changes in foreign exchange rates may affect the value of assets and liabilities

denominated in foreign currencies and the income from foreign exchange dealing. Such changes could negatively impact the Bank's financial performance and business operations. It is difficult to accurately predict changes in economic and market conditions and it is possible that any such significant changes could have a negative impact on the Bank's financial performance and business operations.

The Bank may enter into derivative transactions, such as interest rate swaps, forward and future contracts and options, as part of its ordinary customer business or to hedge certain of the market risks to which it is exposed. There is no assurance that the Bank's derivative contracts will be successful in mitigating its interest rate and foreign exchange exposures or that the Bank will not experience significant losses on its derivatives contracts from time to time.

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

The Bank is exposed to a range of operational risks

Operational risk is the risk of loss resulting from inadequate or failed internal processes, people or systems (including as a result of external events). Operational risk losses can result from both internal and external fraud, errors by employees, improper documentation, unauthorised transactions, non-compliance with regulatory requirements and failure of business rules, systems and equipment by both the Bank and its counterparties or vendors. Although the Bank has implemented risk controls and loss mitigation strategies for each scenario, it is not possible to entirely eliminate each of the above operational risks. Losses resulting from the failure of the Bank's system of internal controls could have a material adverse effect on its business generally and its reputation.

The Bank's employees could engage in misrepresentation, misconduct or improper practice that could expose the Bank 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 the Bank 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 Bank to financial losses resulting from the need to reimburse clients, co-investors or other business partners who suffered loss as a result and to fines or other regulatory sanctions and could damage the Bank's reputation.

The Bank is exposed to risks related to money laundering activities and sanctions violations

The risk that financial institutions, such as the Bank, will be exposed to or used for money laundering has increased worldwide. Continuing employee turnover and difficulty in consistently implementing related policies and technology systems mean that the risk of money laundering occurring is high. If financial market conditions, both globally and regionally, deteriorate, there is a risk that incidents involving money laundering may increase and may also affect the Bank's ability to monitor, detect and respond to such incidents.

In addition, the Bank must comply with international sanctions regimes, including those of the EU, the United Nations, the United States and a number of other countries. A wide range of countries, organisations and individuals may be subject to sanctions under these regimes and the complexity of banking operations means that steps taken to screen transactions against sanctions lists may not always be effective. If the sanctions regulations are expanded in the future, this may require certain business activities carried on by the Bank in a particular country or with a particular entity to cease or may result in the non-completion or non-performance of certain transactions.

The risk of future incidents in relation to money laundering and sanctions violations always exists for the Bank. Any violation, or even the suggestion of violation, of anti-money laundering rules or sanctions regimes may have severe legal and reputational consequences for the Bank and may materially adversely affect its results of operations.

The Bank is subject to extensive regulation and changes in this regulation, or the interpretation or enforcement of this regulation, or any failure by the Bank to comply with this regulation could have a material adverse effect on the Bank

As a financial services firm operating primarily in Saudi Arabia, the Bank is subject to extensive and comprehensive regulation under Saudi Arabian law.

The Bank, in common with much of the financial services industry, continues to be affected by significant regulatory change and scrutiny in Saudi Arabia. This has led to a more intensive approach to supervision and oversight, increased expectations and enhanced requirements relating to corporate governance, and a large amount of new regulation, including with regard to:

- capital, liquidity and leverage requirements;
- structural reform and recovery and resolution planning;
- market infrastructure reforms such as centralised clearing of over-the-counter derivatives; and
- the adequacy of controls around its businesses.

The Bank aims to comply at all times with all applicable SAMA and other requirements and has a zero-tolerance policy to non-compliance. Nevertheless, no assurance can be given that it will at all times and in all material respects either be or remain in compliance with applicable regulations. SAMA and other authorities regularly perform investigations, examinations, inspections and audits of the Bank's business, including in relation to capital requirements, standards of consumer lending, anti-money laundering, anti-bribery, payments, reporting and corporate governance. Any determination by any relevant authority that the Bank has not acted in compliance with all applicable laws and regulations could have serious legal and reputational consequences for the Bank, including exposure to fines, criminal and civil penalties and other damages, increased prudential requirements or requirements to cease carrying on all or part of its business.

The Bank's business depends on its information and technology systems which are subject to potential cyber-attack

The Bank relies on its information technology ("IT") systems to process a large number of transactions accurately and promptly. These systems also store and process the Bank's business and operating data. The proper functioning of the Bank'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 its business and its ability to compete effectively. A partial or complete failure of any of these IT systems or communications networks would materially disrupt the Bank's business activities. Such failures can be caused by a variety of reasons, some of which are outside the Bank's control, including natural disasters, extended power outages, computer viruses and other external electronic attacks as further discussed below. The proper functioning of the Bank's IT systems also depends on accurate and reliable data and other system inputs, which are subject to internal human errors. Any failure or delay in recording or processing transaction data could subject the Bank to claims for losses and regulatory fines and penalties. There can be no assurance that the Bank's IT safeguards will be fully effective in the event of a disaster or that they will protect the Bank from all losses that could occur.

The threat to the security of the Bank's information and customer data from cyber-attacks is real and continues to grow at pace. Activists, rogue states and cyber-criminals are among those targeting computer systems around the world. Risks to technology and cyber-security change rapidly and require continued focus and investment. Given the increasing sophistication and scope of potential cyber-attack, it is possible that future cyber-attacks may lead to significant breaches of security. A failure by the Bank to adequately manage cyber-security risk and continually review and update current processes in response to new threats could disrupt its business, result in the disclosure of confidential information, create significant financial and/or legal exposure and damage the Bank's reputation, which could have a material adverse effect on the Bank's business, results of operations, financial condition and prospects.

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

There can be no assurance that the Bank's risk management and internal control policies, systems 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 Bank's risk management systems. Some of the Bank'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 Bank's empirical data would otherwise indicate.

Other risk management methods depend upon evaluation of information regarding the markets in which the Bank 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 Bank's risk management or other internal control policies or procedures may expose it to significant losses due to unidentified credit, liquidity, market or operational risks, should they occur.

The Bank'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 Bank to identify and/or adequately control these risks, including because of any failure to successfully implement new risk management policies, systems and procedures in the future, may have a material adverse effect on the Bank.

A negative change, or perceived negative change, in the Bank's credit ratings could limit its ability to raise funding and may increase its borrowing costs

The Bank currently has a long-term senior unsecured debt rating of A- with a stable outlook from Fitch Ratings Ltd ("**Fitch**") and A2 with a stable outlook from Moody's Investors Service ("**Moody's**"). These credit ratings are an important factor in determining the Bank's funding costs for its borrowings, which include, but are not limited to, customer deposits and bank debt and sukuk issuances.

There is no assurance that the Bank's ratings will remain in effect for any given period or that the ratings will not be lowered or withdrawn entirely if circumstances in the future so warrant. A downgrade, or increased risk of a downgrade, of the Bank's credit ratings, or a negative change in their outlook, may:

- limit the Bank's ability to raise funding;
- increase the Bank's cost of borrowing;
- limit the Bank's ability to raise capital; and
- adversely affect the market value of Notes issued under the Programme.

In addition, actual or anticipated adverse changes in the Bank's credit rating may negatively affect the market value of Notes issued under the Programme.

Each of the rating agencies referenced above has noted in their most recent report on the Bank that any negative rating action they take in relation to the government could also have an adverse effect on the Bank's ratings.

The credit ratings assigned to the Bank may not reflect the potential impact of all risks related to an investment in Notes issued under the Programme, the market, additional factors discussed in this Base Prospectus and other factors that may affect the value of any Notes. A security rating is not a recommendation to buy, sell or hold securities and does not address the likelihood of repayment. Ratings may be subject to revision or withdrawal at any time by the assigning rating organisation and each rating should be evaluated independently of any other rating.

The Bank may not be able to raise capital when needed on commercially attractive terms

As at 30 June 2025, the Bank's tier 1 capital adequacy ratio (calculated according to Basel IV standards for Pillar 1) was 13.98 per cent. and its total capital adequacy ratio was 17.02 per cent. The Bank's total minimum Pillar 1-based capital requirement as at 30 June 2025 was 10.55 per cent., which includes a capital conservation buffer of 2.5 per cent. and a countercyclical capital buffer of 0.05 per cent.

The Bank is subject to the risk of having insufficient capital resources to meet the minimum regulatory capital requirements applicable to it. Under applicable Basel regulations, 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 Bank 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 Bank. In addition, a shortage of available capital might restrict the Bank's opportunities for expansion.

A variety of factors affect the Bank's capital adequacy levels. For example, any losses experienced by the Bank in future periods would be likely to reduce its capital adequacy ratios and a significant increase in lending in 2025 and beyond would have a similar effect. In addition, regulatory requirements in relation to the calculation of capital adequacy and required levels of capital adequacy may change from time to time, including due to new guidelines issued by the Basel Committee on Banking Supervision. The Bank may also need to increase its capital because of market perceptions of adequate capitalisation levels and the perceptions of rating agencies.

If the Bank requires additional capital in the future, such capital, whether in the form of debt financing or additional equity, may not be available on commercially favourable terms, or at all. Moreover, should the Bank's capital ratios fall close to regulatory minimum levels or the Bank's own internal minimum levels, the Bank may need to adjust its business practices, including reducing the risk and leverage of certain activities.

If the Bank is unable to maintain satisfactory capital adequacy ratios, its credit ratings may be lowered and its cost of funding may therefore increase. Any such development may have a material adverse effect on the Bank.

The Bank 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 not to be Shariah-compliant

The Bank depends on the trust and confidence of its customers to succeed in its business. The Bank is exposed to the risk that litigation, misconduct, operational failures, negative publicity and press speculation, whether valid or not valid, will harm its reputation. The Bank's reputation may also be adversely affected by the conduct of third parties over whom it has no control, including entities to which it provides financing or in which it has invested. For example, if one of the Bank's financing counterparties becomes associated with financial scandals or widely publicised improper behaviour, the Bank's own reputation may be affected. The Bank is also exposed to adverse publicity relating to the financial services industry. Financial scandals unrelated to the Bank 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 Bank's reputation could cause existing customers to withdraw their business and lead potential customers to be reluctant to do business with the Bank. Any of these developments could have an adverse effect on the Bank's business.

The Bank offers Islamic products which are reviewed and approved by an independent Shariah committee. In doing so, each member of the Shariah committee must employ their interpretative efforts in accordance with methodological rules and/or principles of Islamic jurisprudence. Whilst various Islamic schools of thought agree on the general methodology and the basic principles of interpretation, they may disagree on individual rules. If any issues are raised relating to the extent of the Shariah compliance of Shariah committee-approved products offered by the Bank, the Bank's reputation could be negatively affected which, in turn, may have a material adverse effect on the Bank.

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

The Bank's continued success depends, in part, on its ability to continue to recruit and retain qualified and experienced banking and management personnel. The market for such personnel in the Middle East is intensely competitive due to the limited number of available and/or qualified individuals relative to the high level of demand.

The Bank depends on the efforts, skill, reputation and experience of its senior management, as well as synergies among their diverse fields of expertise and knowledge. The loss of key personnel could delay or prevent the Bank from implementing its strategies and the Bank may not be able to replace any such lost personnel easily or quickly. The Bank may be required to offer more generous salaries and other benefits than it may have budgeted for to attract and retain employees. The market price of attracting and retaining employees is outside the Bank's control as it is driven by factors such as the packages offered by competitor banks and other employers, general salary rates and cost of living considerations in Saudi Arabia. The Bank is not insured against any loss that may be incurred in case of the loss of any of its key personnel. The loss of such key personnel may result in a loss of organisational focus, poor execution of operations and corporate strategy or an inability to identify and execute specific strategic initiatives. Any failure by the Bank to manage its personnel needs successfully, including retaining or replacing key members of its staff and/or recruiting new qualified personnel at a pace consistent with its growth, could impede the implementation of the Bank's strategy, hinder the growth of its business and have a material adverse effect on the Bank.

There is no certainty that the Bank's shareholders will continue to support the Bank

The Bank is directly owned as to 50 per cent. by the Public Investment Fund (the "**PIF**") and as to 50 per cent. by Gulf International Bank B.S.C. ("**GIB**"). As the PIF owns 97.2 per cent. of the issued share capital of GIB, the Bank is effectively 98.6 per cent. indirectly owned by the PIF. Although the PIF has, in the past, provided capital and other support to GIB, there can be no assurance that the Bank's shareholders will provide any support to it in the future or that they will maintain their existing shareholdings in the Bank or provide further capital to the Bank and, if they do not, the Bank's business and/or financial condition may be adversely affected.

De-pegging the riyal from the U.S. dollar or re-pegging the riyal at a different rate could have a material adverse effect on the Bank

The primary exchange rate of relevance to the Bank is the riyal/U.S. dollar rate. The riyal is pegged to the U.S. dollar at a fixed exchange rate which is currently U.S.\$1.00 = SAR 3.75. The peg to the U.S. dollar has been maintained by SAMA at the same rate since 1986. In response to periods of persistently low oil prices, certain regional oil-producing countries, including Saudi Arabia, that have traditionally "pegged" their domestic currencies to the U.S. dollar, have faced pressure to remove these foreign exchange "pegs" and some, including Kazakhstan and Azerbaijan, have done so. There can be no assurance that the current riyal/U.S. dollar peg will be maintained going forward or that the peg will be retained at its current rate. Any de-pegging of the riyal from the U.S. dollar, or its re-pegging at a different rate and/or with a different approach, could result in a significant fluctuation and revaluation of the riyal relative to the U.S. dollar and, by extension, to other GCC currencies which remain pegged to the U.S. dollar.

There can also be no assurance that the monetary authorities of other GCC countries will maintain their current peg to the U.S. dollar, or that such pegs will be retained at their current rate. Any de-pegging of these other currencies from the U.S. dollar or their re-pegging at a different rate and/or with a different approach could result in significant fluctuation and revaluation of such currencies relative to the U.S. dollar and, by extension, to the riyal.

There can be no assurance that the Bank's risk management policies and procedures related to management of currency fluctuations, including any fluctuations caused by any de-pegging or re-pegging, will always prove successful. De-pegging or re-pegging of the riyal to the U.S. dollar, particularly if it is accompanied by a significant depreciation of the riyal against the U.S. dollar, 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 economy and, in turn, on the Bank.

The Bank'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 Bank records and reports its financial position and results of operations. Management must exercise judgement in selecting and applying many of these accounting policies so that they comply with IFRS as endorsed in Saudi Arabia.

Management has identified certain accounting policies in the notes to its financial statements as being material because they require management's judgement to ascertain the valuations of assets, liabilities, commitments and contingencies. See note 3 to the 2024 Financial Statements. In addition, note 2(e) to the 2024 Financial Statements identifies the most critical accounting judgements, estimates and assumptions made by the Bank.

These judgements include, for example, the determination of ECL on financial assets and the fair value of financial instruments. A variety of factors could affect the ultimate value that is obtained when recognising income or expenses, recovering an asset or reducing a liability. The Bank has established policies and control procedures that are intended to ensure that its accounting judgements 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.

Nevertheless, because of the uncertainty surrounding the Bank's judgements and the estimates pertaining to these matters, no assurance can be given that the Bank will not be required to make changes in accounting estimates, which could materially impact the Bank's future results of operations and/or require the restatement of prior period financial statements.

RISKS RELATING TO SAUDI ARABIA

The Bank conducts business in a region that is subject to ongoing political and security concerns

The Bank's business is mostly in Saudi Arabia, which is in the strategically important Middle East. Parts of this region have at times experienced political instability including regional wars, terrorist acts, maritime piracy and other forms of instability, including continuing global tensions over Iran's nuclear programme. Instability in the Middle East, whether or not directly involving Saudi Arabia, may have a material adverse effect on the Bank's business, results of operations, financial condition or prospects.

Countries in the Middle East have, from time to time, experienced periods of political unrest, ranging from public demonstrations to, in extreme cases, armed conflict, which gives rise to increased political uncertainty across the region and, in certain cases in the past, has resulted in regime changes. Currently, there are ongoing conflicts, including in Syria following the overthrow of the Bashar al Assad regime, Israel-Iran-related tensions and the actions of the Al Houthi movement in Yemen. In addition, countries in the Middle East have experienced occasional terrorist attacks in recent years. For example, Saudi Arabia has experienced terrorist attacks aimed at its oil and gas and other infrastructure in recent years, including, most recently, in March 2022. Also, in January 2022, a drone attack claimed by Yemen's Houthi militia, targeting a key oil facility in Abu Dhabi, resulted in casualties and sparked a fire at Abu Dhabi's international airport and, in January 2024, an attack on a U.S. outpost by Iran-backed militants on the Jordan-Syria border resulted in deaths and injuries.

The United States continues to impose sanctions on Iran and, in June 2025, conducted an air strike on an Iranian nuclear facility, to which Iran subsequently responded by attacking a U.S. military base in Qatar and threatened to attack other U.S. bases in the GCC region. Most recently, Israel conducted a strike on Hamas leadership in Qatar. Any continuation or escalation in international or regional tensions relating to Israel and Iran could have a destabilising impact on the Middle East.

It is not possible to predict the occurrence of regional events or circumstances such as war or hostilities, or the impact of such occurrences, and no assurance can be given that the Bank would be able to sustain its current profit levels if adverse political events or circumstances were to occur or worsen. A general downturn or instability in certain sectors of the regional economy could have an adverse effect on the Bank. Investors should also note that the Bank's business and financial performance could be adversely affected by political, economic or related developments both within and outside the Middle East because of interrelationships within the global financial markets.

There can be no assurance that the government's efforts to diversify Saudi Arabia's economy will be successful and such efforts may have undesirable effects

Saudi Arabia's economy remains dependent upon oil revenue. According to data in OPEC's Annual Statistical Bulletin 2024, as at 31 December 2023 Saudi Arabia had approximately 17.1 per cent. of global proven crude oil reserves.

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 revenue, balance of payments and foreign trade.

In recent years the government has invested heavily in diversifying the economy to reduce its reliance on oil revenues. Measures taken as part of Saudi Vision 2030 include the National Transformation Program 2020, which envisages, among other things, the transformation of Saudi Arabia's healthcare sector, further development of Saudi Arabia's infrastructure, expansion of digital transformation and development of the tourism sector. 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 Realization Programs (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 Realization Programs, 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 Bank.

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 certain EU countries. To the extent that there is a slowdown in the economies of any of these countries, for example as a result of tariffs implemented by the United States and any other countries (including China) in response, this may have a negative impact on Saudi Arabia's foreign trade and balance of payments, which could have a material adverse effect on Saudi Arabia's 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 be likely to also negatively affect its banking sector and could have a material adverse effect on the Bank. See "*Factors that may affect the Bank's ability to fulfil its obligations under Notes issued under the Programme — The Bank is exposed to significant economic and political risks, particularly those affecting Saudi Arabia, where its operations are focused*" above.

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

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. SAMA operates to a standard expected of international regulators and generally follows the recommendations of the Basel Committee. The Bank'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 Bank'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 Bank's business, results of operations, financial condition or prospects.

Investing in securities involving emerging markets generally involves a higher degree of risk

Investors in securities issued by entities based in emerging markets, such as Saudi Arabia, should be aware that these markets are subject to greater risks than more developed markets, including, but not limited to, higher volatility, limited liquidity and changes in the political and economic environment. In addition, there can be no assurance that the market for securities bearing emerging market risk, such as any Notes issued under the Programme, will not be affected negatively by events elsewhere, especially in the emerging markets.

Specific risks that could have a material adverse effect on the Bank's business include, without limitation, the following:

- political, economic or social instability;
- external acts of warfare, civil clashes or other hostilities or conflict;
- domestic unrest or violence;
- increases in inflation and the cost of living;
- changing tax regimes and tax laws and the imposition of other taxes in tax-free jurisdictions or the increase of taxes in low-tax jurisdictions;
- government interventions and protectionism;
- potential adverse changes in laws and regulatory practices, including legal structures and tax laws;
- difficulties in staffing and managing operations;
- legal systems which could make it difficult for the Bank to enforce its intellectual property and contractual rights;
- restrictions on the right to convert or repatriate currency or export assets;
- greater risk of uncollectible accounts and longer collection cycles; and
- logistical and communications challenges.

Accordingly, prospective investors should exercise particular care in evaluating the risks involved and must determine for themselves whether, in light of those risks, an investment in the Notes issued under the Programme is appropriate. Generally, investment in emerging markets is only suitable for sophisticated investors who fully appreciate the significance of the risk involved.

FACTORS THAT ARE MATERIAL FOR THE PURPOSE OF ASSESSING THE MARKET RISKS ASSOCIATED WITH NOTES ISSUED UNDER THE PROGRAMME

Capitalised terms not defined in this section "Factors that are material for the purpose of assessing the market risks associated with Notes issued under the Programme" have the meanings given to them in "Terms and Conditions of the Notes".

Noteholders' right to receive payment of the principal amount of the Notes and the Noteholders' right to any interest 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 Notes, 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, 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, the Notes of that Series, the Notes 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), as determined by the Financial Regulator, by the Bank in accordance with the Conditions and (except as described in paragraph (iii) of the definition of Write-down in the Conditions) all rights of any Noteholder to payment of any amounts under or in respect of such Series of Notes (including, without limitation, principal and any amounts arising as a result of, or due and payable upon the occurrence of, an Enforcement Event) in a proportion corresponding to the relevant Write-down Amount (and any related unpaid Interest Payment Amounts) shall, as the case may be, be cancelled or Written-down *pro rata* among the Noteholders 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, all as more particularly described in Condition 8 (*Write-down at the Point of Non-Viability*). Where a Write-down in part is required by the Financial Regulator, a Write-down in part may occur on one or more occasions as determined by the Financial Regulator. Further, a Write-down in full or in part of the Notes of a Series could occur prior to the Ordinary Shares absorbing losses in full. A Write-down shall not constitute an Enforcement 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.

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

A "**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 Write-down of the Notes 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
- 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 Bank's current and future Junior Obligations or *Pari Passu* Obligations might not include write-down or similar features comparable to those of the Notes. As a result, it is possible that the Notes 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, Noteholders may be subject to losses ahead of holders of certain Junior Obligations and/or *Pari Passu* Obligations.

Investors should also be aware that the application of a non-viability loss absorption feature similar to Condition 8 (*Write-down at the Point of Non-Viability*) has not been tested in the Kingdom and therefore

uncertainty exists in its application. See "*Basel III reforms and risk of a change in the regulations relating to loss absorption affecting the Notes*".

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

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 "*– Noteholders' right to receive payment of the principal amount of the Notes and the Noteholders' right to any interest 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. As of the date of this Base Prospectus, the Bank has not been designated as a SIFI under the SIFI Law.

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 Prospectus, 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 Notes.

The Conditions provide that, on or after the date on which the Applicable Statutory Loss Absorption Regime becomes effective, 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, the provisions of Condition 8 (*Write-down at the Point of Non-Viability*) 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 Notes 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 8 (*Write-down at the Point of Non-Viability*) or otherwise be in the interests of Noteholders.

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

The circumstances triggering a Write-down are unpredictable and Noteholders may suffer losses in respect of their holding of the Notes 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 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 " – *Noteholders' right to receive payment of the principal amount of the Notes and the Noteholders' right to any interest 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 Notes of a Series and could lead to the Noteholders losing some or all of their investment in the Notes of the relevant 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, Noteholders of a Series may suffer losses in respect of their holding of Notes of the relevant 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 Noteholders and, in particular, the consequences for Noteholders 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 Noteholders.

The Obligations are conditional, subordinated and unsecured obligations

Prospective investors should note that, subject to Condition 8 (*Write-down at the Point of Non-Viability*) (see " – *Noteholders' right to receive payment of the principal amount of the Notes and the Noteholders' right to any interest 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 4 (*Interest Payment Restrictions*), the Obligations with respect to each Series of Notes are conditional upon satisfaction of the Solvency Condition and (in the case of payments of interest) 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.

Prospective investors should note that upon the occurrence and continuation of any Winding-Up Proceeding, the 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) (*Subordination*). In such case, there may not be sufficient assets to satisfy the claims of the holders of the Notes 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) (*Other Issues*) which limits the circumstances in which Additional Tier 1 Capital of the Bank can be issued that ranks senior to each Series of the Notes, there is no restriction in the Conditions or in the terms of Notes, the Deed of Covenant or the Agency Agreement (each as defined in the Conditions and together, the "**Transaction Documents**") on the Bank incurring additional financing or issuing securities or creating any guarantee of or providing any contractual support arrangement which would rank

senior to each Series of Notes. The issue of or the creation of any such obligations may reduce the likelihood of the Solvency Condition being met and/or amount recoverable by the relevant Noteholder 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 holders of Senior Obligations, there may not be a sufficient amount to satisfy the amounts owing to the relevant Noteholders of a Series. See also " – *The Obligations are conditional, subordinated and unsecured obligations*".

Payments of Interest Payment Amounts may be cancelled and are non-cumulative

The Bank may, in its sole discretion, elect (any such election being a "**Non-Payment Election**") to not make payment of an Interest Payment Amount (in whole or in part) to Noteholders on the corresponding Interest Payment Date as more particularly provided in Condition 6(b) (*Non-Payment Election*), except that no such election may be made in respect of the Interest Payment Amount payable on the date on which Notes of such Series are to be redeemed in whole at the Bank's discretion in accordance with Condition 7(*Redemption, Purchase and Cancellation*).

In addition, if, in respect of any Series, a Non-Payment Event 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 shall be prohibited from paying Interest Payment Amounts to the Noteholders on the relevant Interest Payment Date, as more particularly provided in Condition 6(a) (*Non-Payment Event*).

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 30 June 2025, the Distributable Profits amounted to SAR 397.9 million. In addition, as at the date of this Base Prospectus, 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 Notes) 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 6(a) (*Non-Payment Event*).

If, in respect of any Series, any Interest Payment 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 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, the 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 one payment of an Interest Payment Amount 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 Noteholders), as more particularly described in Condition 6(d) (*Dividend and Redemption Restrictions*).

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 6(c) (*Effect of Non-Payment Event or Non-Payment Election*), the fact of non-payment of the relevant Interest Payment Amount (or any part thereof) on the relevant Interest Payment Date shall be evidence of the occurrence of a Non-Payment Election or a Non-Payment Event, as the case may be. Accordingly, the Noteholders shall have no claim in respect of any Interest Payment Amount (or any part thereof) 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, as the

case may be, has been given in accordance with Condition 6(c) (*Effect of Non-Payment Event or Non-Payment Election*)) and any non-payment of any Interest Payment Amount (or any part thereof) in such circumstances shall not constitute an Enforcement Event. Any Interest Payment Amount (or any part thereof) 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 Interest Payment Amount (or any part thereof).

Any non-payment of Interest Payment Amounts or perceived risk of such non-payment may have a material adverse effect on the value of the Notes.

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

The Notes are perpetual securities which have no fixed redemption date. The Bank is under no obligation to redeem the Notes of any Series at any time and the Noteholders have no right to call for their redemption.

The Enforcement Events and Noteholders' rights following an Enforcement Events, in respect of any Series, are set out in Condition 12 (*Enforcement Events and Winding-up*).

In certain circumstances the Bank may (acting in its sole discretion) redeem the Notes 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 7 (*Redemption, Purchase and Cancellation*). Any such redemption will also be subject to a number of conditions, as set out in Condition 7(a) (*No Fixed Redemption Date and Conditions for Redemption*), 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 Notes indefinitely, unless:

- the Bank exercises its rights to redeem the Notes in accordance with Condition 7 (*Redemption, Purchase and Cancellation*);
- an Enforcement Event occurs (however, please see Condition 12 (*Enforcement Events and Winding-up*) which sets out the limited Noteholders' rights following an Enforcement Event in respect of any Series); or
- they sell their Notes.

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

If the Notes are redeemed, there can be no assurance that Noteholders 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 Notes. Potential investors should consider reinvestment risk in light of other investments available at that time. See also " – *Risks Related to the Market Generally – Absence of secondary market/limited liquidity*" for a description of the risks relating to the ability of Noteholders to sell their Notes in the secondary market.

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

The Notes are perpetual instruments with no fixed redemption date and there is no obligation on the Bank to pay the principal amount of Notes other than in accordance with the exercise of a call option in accordance with Condition 7(b) (*Redemption at the Option of the Bank*), a redemption in accordance with Condition 7 (*Redemption due to Taxation*), a redemption in accordance with Condition 7(d) (*Redemption for Capital Event*) or following the occurrence of an Enforcement Event in accordance with Condition 12 (*Enforcement Events and Winding-up*) (however, please see Condition 12 (*Enforcement Events and Winding-up*) which sets out the limited Noteholders' rights following an Enforcement Event in respect of any Series). In addition, the Bank may be prohibited from making, or elect not to make, payments of Interest Payment Amounts on the Notes of a relevant Series in accordance with Condition 6 (*Interest Payment*

Restrictions) and Interest Payment Amounts will not therefore be due other than in the limited circumstances described in the Conditions. See also " – *Payments of Interest Payment Amounts may be cancelled and are non-cumulative*".

Moreover, pursuant to Condition 12 (*Enforcement Events and Winding-up*), upon the occurrence of any Enforcement Event in respect of a Series, the remedies available to the Noteholders are limited to giving notice to the Fiscal Agent that the relevant Notes are immediately repayable at their outstanding principal amount together with accrued interest to the date of payment and thereafter: (i) instituting any steps, actions or proceedings for the winding-up of the Bank and/or (ii) proving in the winding-up of the Bank and/or (iii) instituting any steps, actions or proceedings for the bankruptcy of the Bank and/or (iv) claiming in the liquidation of the Bank and/or (v) taking 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 the payment of amounts due under the Notes. Therefore, it will only be possible to enforce claims for payment of the applicable interest or principal in respect of the Notes when the same have become due pursuant to the Conditions.

Furthermore, the claims of holders of Senior Obligations of the Bank will first have to be satisfied in any winding-up, bankruptcy, dissolution, liquidation or analogous proceedings before the Noteholders may expect to obtain any amounts in respect of their Notes and prior thereto the Noteholders 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 bankruptcy and other laws of Saudi Arabia. Therefore there can be no assurance that Noteholders will receive payment of their claims in full or at all in these circumstances. See also " – *Compliance with bankruptcy laws 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 interest (or equivalent) rate that will be reset during the term of the instrument (as will be the case for the Notes 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 interest rate levels and uncertain interest rate income. While the expected interest rate on such Series of Notes is fixed until the First Reset Date (with a reset of the initial interest 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 Notes may also change, but in the opposite direction. If the market return rate increases, the market value of a Series of Notes would typically decrease. If the market return rate falls, the market value of the Notes would typically increase. Noteholders should be aware that movements in these market return rates can adversely affect the market value of the Notes of a Series and can lead to losses for the Noteholders if they sell their Notes.

RISKS RELATED TO NOTES GENERALLY

Set out below is a brief description of certain risks relating to the Notes generally:

Notes where denominations involve integral multiples: Definitive Notes

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

If a Noteholder holds an amount which is less than the minimum Specified Denomination in their account with the relevant clearing system at the relevant time, such Noteholder may not receive a Definitive Note in respect of such holding (should Definitive Notes be printed) and would need to purchase a principal amount of Notes such that its holding amounts to at least a Specified Denomination in order to be eligible to receive a Definitive Note.

If Definitive Notes are issued, holders should be aware that Definitive Notes which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

There is no active trading market for the Notes

The Notes are new securities which may not be widely distributed and for which there is currently no active trading market (unless in the case of any particular Tranche, such Tranche is to be consolidated with and form a single series with a Tranche of Notes which is already issued). Although application has been made to the FCA for Notes issued under the Programme (other than Exempt Notes) to be admitted to the Official List and to the London Stock Exchange for such Notes to be admitted to trading on the Main Market, there can be no assurance that such application will be accepted, that any particular Tranche of Notes will be so admitted, or that an active trading market will develop or, if developed, that it will continue. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. Illiquidity may have a severely adverse effect on the market value of Notes. If the Notes are traded after their initial issuance, they may trade at a discount to their initial offering price, depending upon prevailing interest rates, the market for similar securities, general economic conditions and the financial condition of the Bank.

Reliance on Euroclear and Clearstream, Luxembourg procedures

The Notes of each Tranche will be represented on issue by a Global Note or a Global Registered Note that will be deposited with a common depositary for Euroclear and Clearstream, Luxembourg. Except in the circumstances described in the Global Note or the Global Registered Note (as applicable), investors will not be entitled to receive Notes in definitive form. Euroclear and Clearstream, Luxembourg and their respective direct and indirect participants will maintain records of the ownership interests in the Global Note or the Global Registered Note (as applicable). While the Notes of any Tranche are represented by the Global Note or the Global Registered Note, investors will be able to trade their ownership interests only through Euroclear and Clearstream, Luxembourg and their respective participants.

While the Notes of any Tranche are represented by a Global Note or a Global Registered Note, the Bank will discharge its payment obligation under the Notes by making payments through the relevant clearing systems. A holder of an ownership interest in a Global Note or a Global Registered Note (as applicable) must rely on the procedures of the relevant clearing system and its participants to receive payments under the Notes. The Bank has no responsibility or liability for the records relating to, or payments made in respect of, ownership interests in a Global Note or a Global Registered Note.

Holders of ownership interests in a Global Note or a Global Registered Note will not have a direct right to vote in respect of the Notes 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.

RISKS RELATED TO THE MARKET GENERALLY

Set out below is a brief description of the principal market risks, including liquidity risk and exchange rate risk:

Absence of secondary market/limited liquidity

There is no assurance that a secondary market for any Series of Notes will develop or, if it does develop, that it will provide the Noteholders with liquidity of investment or that it will continue for the life of the Notes. Accordingly, a Noteholder may not be able to find a buyer to buy its Notes readily or at prices that will enable the Noteholder to realise a desired yield. The market value of each Series of Notes may fluctuate and a lack of liquidity, in particular, can have a material adverse effect on the market value of the Notes. The Notes 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 Notes are perpetual securities, which may be subject to redemption (subject to certain conditions)*"), are subordinated (see " – *The Obligations are conditional, subordinated and unsecured obligations*"), will be fully and permanently written down upon the occurrence of a Non-Viability Event (see " – *Noteholders' right to receive payment of the principal amount of the Notes and the Noteholders' right to any interest 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 Interest Payment Amounts may be cancelled and are non-cumulative*"). If a Series of Notes 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 Notes. Furthermore, certain shareholders and related parties of the Bank may participate in the offering of any Series of Notes. The secondary market liquidity of the Notes 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 Notes.

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

Exchange rate risks and exchange controls

The Bank will pay principal and interest on the Notes in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease: (1) the Investor's Currency-equivalent yield on the Notes, (2) the Investor's Currency-equivalent value of the principal payable on the Notes, and (3) the Investor's Currency-equivalent market value of the Notes.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

Credit ratings may not reflect all risks

One or more independent credit rating agencies may assign credit ratings to the Notes. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the relevant rating agency at any time.

In general, European regulated investors are restricted under the CRA Regulation from using credit ratings for regulatory purposes in the EEA unless such ratings are issued by a credit rating agency established in the EEA and registered under the 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-EEA credit rating agencies, unless the relevant credit ratings are endorsed by an EEA-registered credit rating agency or the relevant third country rating agency is certified in accordance with the 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 CRA Regulation is not conclusive evidence of the status of the relevant rating agency being included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and publication of an updated ESMA list.

Investors regulated in the United Kingdom are subject to similar restrictions under the UK CRA Regulation. As such, United Kingdom regulated investors are required to use for United Kingdom regulatory purposes ratings issued by a credit rating agency established in the United Kingdom and registered under the UK CRA Regulation. In the case of ratings issued by third country non-United Kingdom credit rating agencies, third country credit ratings can either be: (a) endorsed by a United Kingdom-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 (a) the relevant United Kingdom registration, certification or endorsement, as the case may be, not having been withdrawn or suspended, and (b) transitional provisions that apply in certain circumstances.

If the status of the rating agency rating the Notes changes for the purposes of the CRA Regulation or the UK CRA Regulation, relevant regulated investors may no longer be able to use the rating for regulatory purposes in the EEA or the United Kingdom, as applicable, and the Notes may have a different regulatory treatment. This may result in such regulated investors selling the Notes, which may impact the value of the

Notes 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 Prospectus.

RISKS RELATED TO ENFORCEMENT

There are uncertainties around the choice of English law as the governing law of the Notes and agreements and around enforcing arbitral awards in Saudi Arabia

The Notes are expressed to be governed by English law, and provide for the resolution of disputes through arbitration in London under the LCIA Arbitration Rules. 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.

Saudi Arabia is a party to the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958 (the "**New York Convention**"). Any foreign arbitral award, including an LCIA award, should therefore be enforceable in Saudi Arabia in accordance with the terms of the New York Convention, subject to filing a legal action for recognition and enforcement of foreign arbitral awards with the Enforcement Departments of the General Courts. Under 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 Arabian court finds that the subject matter of the dispute is not capable of settlement by arbitration or enforcement would be contrary to the public order of Saudi Arabia. In addition, the Enforcement Departments of the General Courts (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 order 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 exclusive jurisdiction over the dispute and the foreign arbitral 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 does not conflict with any ruling or order issued by a court of competent jurisdiction on the same matter in Saudi Arabia. In addition, even if such requirements were met, Noteholders should also be aware that if any terms of the Notes or the agreements (including any provisions relating to the payment of interest) were found to be inconsistent with *Shari'a*, such portions of an award may not be enforced by the Enforcement Courts.

The courts and judicial committees of Saudi Arabia may not recognise the choice of English law and may elect to apply the laws of Saudi Arabia instead. Accordingly, in any proceedings relating to the Notes in Saudi Arabia, *Shari'a*, as interpreted in Saudi Arabia, 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*.

In addition to the above, courts in Saudi Arabia, with certain exceptions, may not enforce a foreign judgment without re-examining the merits of the claim. Moreover, provisions of foreign law which are deemed contrary to public policy, order or morals in Saudi Arabia (including *Shari'a* law and principles), or to any mandatory law of, or applicable in, Saudi Arabia, are unlikely to be enforceable in Saudi Arabia.

The arbitration clause may not be upheld by a Saudi Arabian judicial body

The arbitration clause in relation to the Notes may not be upheld by a Saudi Arabian court. Under Saudi Arabian law, a court may only finally determine the appropriate adjudicating forum for the dispute, notwithstanding the contractual election of the parties to the agreement. There is therefore a risk that other courts or judicial committees will have jurisdiction to hear relevant disputes. Any provision in an agreement that purports to preclude any party from invoking the jurisdiction of a particular Saudi Arabian court or judicial committee where the parties have referred a dispute to any other Saudi Arabian court or judicial committee may not be enforceable. 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 payment of interest may not be permitted under the laws of Saudi Arabia

Contractual obligations governing the payment of interest may not be enforceable under Saudi Arabian law. The legal regime in Saudi Arabia governing transactions such as the issuance of the Notes includes *Shari'a* principles which are often expressed in general terms, providing Saudi Arabian courts and adjudicatory bodies with considerable discretion as to how to apply such principles. Under *Shari'a* principles as applied in Saudi Arabia, the charging and payment of interest, which is deemed to constitute unlawful gain (*riba*), is prohibited. Consequently, a court or adjudicatory body in Saudi Arabia applying a strict interpretation of *Shari'a* may not enforce any provision in an agreement for the payment of, whether directly or indirectly, or the bearing of the cost of any amount based upon interest (including amounts deemed by the adjudicatory bodies in Saudi Arabia to be in the nature of interest, such as charging a "commission" or a "late payment"). Although the Notes are governed by the laws of England, there can be no assurance that the provisions in the Notes relating to the payment of interest will be held enforceable by the adjudicatory bodies of Saudi Arabia in the event that such adjudicatory bodies were to apply the laws of Saudi Arabia to any proceedings before them relating to a dispute or enforcement of a judgment or arbitral award delivered by a foreign court or arbitral tribunal.

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

Prospective Noteholders should note that should any provision of the Notes 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 Notes of any Series may not be enforceable under the laws and regulations of Saudi Arabia in certain circumstances. Generally, only actual, direct and proven damages are awarded. As such, Noteholders may ultimately not be able to recover damages from the Bank under the Notes that are greater than a genuine estimate of actual and direct loss incurred.

A court may not grant an order for specific performance

In the event that the Bank fails to perform its obligations under the Notes, the potential remedies available to the Noteholders 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 Noteholders 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 Notes. 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 if an order for specific performance had been granted.

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

In the event of the Bank's insolvency, bankruptcy laws in Saudi Arabia may adversely affect the Bank's ability to perform its obligations in respect of the Notes. There is little precedent to predict how claims by or on behalf of the Noteholders would be resolved in the event of the Bank's bankruptcy and accordingly it is uncertain exactly how and to what extent the Obligations would be enforced by a Saudi Arabian adjudicatory body if such Saudi Arabian adjudicatory body were to void or otherwise cause the Conditions, or any part thereof, to be void or ineffective and therefore there can be no assurance that Noteholders will receive repayment of their claims in full or at all in these circumstances.

The bankruptcy law issued pursuant to Royal Decree No. M/50 dated 28/05/1439H (corresponding to 14 February 2018), as amended by Royal Decree No. M/89 dated 09/07/1441H (corresponding to 4 March 2020) (the "**Bankruptcy Law**") provides various procedures with respect to protective settlement, financial restructuring, liquidation, and administrative liquidation and provides, among other things, that insolvency-related contract termination triggers are generally void with exceptions stipulated in relation to government contracts. Further exceptions in relation to finance transactions are to be determined by the SAMA and the

CMA. The Bankruptcy Law also provides that a party may terminate a contract if such termination: (a) is in the interest of the majority of the relevant creditors; (b) would not harm the counterparty; and (c) is necessary to implement the relevant proposal.

The implementing regulations to the Bankruptcy Law issued pursuant to the Council of Ministers Resolution No. 622 dated 24/12/1439H (corresponding to 4 September 2018) (the "**Bankruptcy Law Implementing Regulations**") further provide for the bankruptcy rules and procedures in Saudi Arabia. The Bankruptcy Law Implementing Regulations provide that a debtor (in respect of a protective settlement) may request that the court terminates any contract that such debtor is a party to by submitting a report issued by a registered custodian that proves that such termination: (a) is in the interest of the majority of the relevant creditors; (b) would not harm the counterparty; and (c) will protect the business of the debtor.

A court may, after accepting a request to open any of the liquidation procedures set out in the Bankruptcy Law, take certain precautionary measures, at its own discretion or upon a request by an interested party, such as seizing the assets of the debtor whether such assets are held by the debtor or by third parties.

In addition, in case of financial distress of a financial institution, the SIFI Law is generally applicable and it remains uncertain to what extent the Bankruptcy Law will be applied once the treatment procedures set out in the SIFI Law were unsuccessful.

The Bankruptcy Law and its implementing regulations are relatively recent and hence their application, and how the Saudi Arabian courts and judicial committees will apply them, is yet to be seen in full effect in practice.

There can be no assurance as to whether the waiver of immunity provided by the Bank will be valid and binding under the laws of the Kingdom

The Bank has waived its rights in relation to sovereign or other immunity in respect of Notes issued under the Programme. However, given the Bank is partially owned (whether directly or indirectly) by a government entity of the Kingdom, there can be no assurance as to whether such waivers of immunity from execution or attachment or other legal process by it under the Notes, the Agency Agreement and the Deed of Covenant are valid and binding under the laws of the Kingdom in respect of the assets corresponding to such ownership. If the waiver is not valid and binding, there is a risk that investors may not be able to enforce any claim, award or judgment against the Bank in the Kingdom, which may impact any assets of the Bank corresponding to the government ownership.

INFORMATION INCORPORATED BY REFERENCE

The following documents, which have previously been published, shall be incorporated in, and form part of, this Base Prospectus:

- (i) the unaudited interim condensed consolidated financial statements (including the joint auditors' review report thereon and notes thereto) of the Bank in respect of the three months and six months ended 30 June 2025;
- (ii) the consolidated financial statements (including the joint auditors' report thereon and notes thereto) of the Bank in respect of the year ended 31 December 2024; and
- (iii) the consolidated financial statements (including the joint auditors' report thereon and notes thereto) of the Bank in respect of the year ended 31 December 2023.

Copies of documents (i)-(iii) above (inclusive) are available on the website of the Bank at <https://www.gib.com/ksa/en/financial-statements>. Any information contained in or incorporated by reference in any of the documents specified above which is not incorporated by reference in this Base Prospectus is either not relevant to investors or is covered elsewhere in this Base Prospectus and, for the avoidance of doubt, unless specifically incorporated by reference into this Base Prospectus those documents contained in or incorporated by reference in any of the documents specified above, and information contained on the website do not form part of this Base Prospectus.

Supplements

Following the publication of this Base Prospectus, a supplement may be prepared by the Bank and approved by the FCA in accordance with Article 23 of the UK Prospectus Regulation. Statements contained in any such supplement (or contained in any information incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Base Prospectus or in information which is incorporated by reference in this Base Prospectus. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus.

The Bank will, in the event of any significant change affecting any matter contained in this Base Prospectus or a significant new matter arising, the inclusion of information in respect of which would have been so required if it has arisen at the time this Base Prospectus was prepared, prepare a supplement to this Base Prospectus or publish a new Base Prospectus for use in connection with any subsequent issue of Notes.

FORMS OF THE NOTES

Bearer Notes

Each Tranche of Notes in bearer form ("**Bearer Notes**") will initially be issued in the form of either a temporary global note in bearer form (the "**Temporary Global Note**"), without interest coupons, or a permanent global note in bearer form (the "**Permanent Global Note**"), without interest coupons, in each case as specified in the applicable Final Terms or, in the case of Exempt Notes, the applicable Pricing Supplement. Each Temporary Global Note or, as the case may be, Permanent Global Note (each a "**Global Note**") will be deposited on or around the issue date of the relevant Tranche of the Notes with a depository or a common depository for Euroclear Bank SA/NV as operator of the Euroclear System ("**Euroclear**") and/or Clearstream Banking S.A. ("**Clearstream, Luxembourg**") and/or any other relevant clearing system.

So long as the Notes are represented by a Temporary Global Note or Permanent Global Note and the relevant clearing system(s) so permit, the Notes may, if so specified in the applicable Final Terms, or the applicable Pricing Supplement, as the case may be, be tradeable only in a minimum authorised denomination of EUR100,000 and higher multiples of EUR1,000. In such a case, no Definitive Notes will be issued with a denomination above EUR199,000.

In the case of each Tranche of Bearer Notes, the applicable Final Terms or Pricing Supplement (as the case may be), will also specify whether United States Treasury Regulation §1.163-5(c)(2)(i)(C) (or substantially identical successor United States Treasury Regulation section, including without limitation, substantially identical successor regulations issued in accordance with Internal Revenue Service Notice 2012-20 or otherwise in connection with the United States Hiring Incentives to Restore Employment Act of 2010) (the "**TEFRA C Rules**") or United States Treasury Regulation §1.163-5(c)(2)(i)(D) (or any substantially identical successor United States Treasury Regulation section, including without limitation, substantially identical successor regulations issued in accordance with Internal Revenue Service Notice 2012-20 or otherwise in connection with the United States Hiring Incentives to Restore Employment Act of 2010) (the "**TEFRA D Rules**") are applicable in relation to the Notes or, if the Notes do not have a maturity of more than 365 days, that neither the TEFRA C Rules nor the TEFRA D Rules are applicable.

Temporary Global Note exchangeable for Permanent Global Note

If the applicable Final Terms or the applicable Pricing Supplement (as the case may be), specifies the form of Notes as being "Temporary Global Note exchangeable for a Permanent Global Note", then the Notes will initially be issued in the form of a Temporary Global Note which will be exchangeable, in whole or in part, for interests in a Permanent Global Note, without interest coupons, not earlier than 40 days after the issue date of the relevant Tranche of the Notes upon certification as to non-U.S. beneficial ownership. No payments will be made under the Temporary Global Note unless, upon due certification, exchange for interests in the Permanent Global Note is improperly withheld or refused. In addition, interest payments in respect of the Notes cannot be collected without such certification of non-U.S. beneficial ownership.

Whenever any interest in a Temporary Global Note is to be exchanged for an interest in a Permanent Global Note, the Bank shall procure (in the case of first exchange) the prompt delivery (free of charge to the bearer) of such Permanent Global Note to the bearer of the Temporary Global Note or (in the case of any subsequent exchange) an increase in the principal amount of the Permanent Global Note in accordance with its terms against:

- (i) presentation and (in the case of final exchange) presentation and surrender of the Temporary Global Note to or to the order of the Fiscal Agent; and
- (ii) receipt by the Fiscal Agent of a certificate or certificates of non-U.S. beneficial ownership,

within seven days of the bearer requesting such exchange.

The principal amount of the Permanent Global Note shall be equal to the aggregate of the principal amounts specified in the certificates of non-U.S. beneficial ownership, provided that in no circumstances shall the principal amount of the Permanent Global Note exceed the initial principal amount of the Temporary Global Note.

The Permanent Global Note will be exchangeable in whole, but not in part, for Definitive Notes:

- (i) on the expiry of such period of notice as may be specified in the applicable Final Terms or the applicable Pricing Supplement (as the case may be); or
- (ii) at any time, if so specified in the applicable Final Terms or the applicable Pricing Supplement (as the case may be); or
- (iii) if (a) Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business, or (b) an Enforcement Event as defined in Condition 12 (*Enforcement Events and Winding-up*) occurs and the Notes become due and payable.

The exchange upon notice option described in paragraph (i) above should not be expressed to be applicable in the applicable Final Terms or, in the case of Exempt Notes, the applicable Pricing Supplement if the relevant Notes have denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount. Furthermore, Notes should not be issued which have such denominations if such Notes are to be represented on issue by a Temporary Global Note exchangeable for Definitive Notes.

Whenever the Permanent Global Note is to be exchanged for Definitive Notes, the Bank shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the applicable Final Terms or the applicable Pricing Supplement (as the case may be)), in an aggregate principal amount equal to the principal amount of the Permanent Global Note to the bearer of the Permanent Global Note against the surrender of the Permanent Global Note to or to the order of the Fiscal Agent within 30 days of the bearer requesting such exchange.

Temporary Global Note exchangeable for Definitive Notes

If the applicable Final Terms or the applicable Pricing Supplement (as the case may be) specifies the form of Notes as being "Temporary Global Note exchangeable for Definitive Notes" and also specifies that the TEFRA C Rules are applicable or that neither the TEFRA C Rules or the TEFRA D Rules are applicable, then the Notes will initially be in the form of a Temporary Global Note which will be exchangeable, in whole but not in part, for Bearer Notes in definitive form ("**Definitive Notes**") not earlier than 40 days after the issue date of the relevant Tranche of the Notes.

If the applicable Final Terms or the applicable Pricing Supplement (as the case may be) specifies the form of Notes as being "Temporary Global Note exchangeable for Definitive Notes" and also specifies that the TEFRA D Rules are applicable, then the Notes will initially be issued in the form of a Temporary Global Note which will be exchangeable, in whole or in part, for Definitive Notes not earlier than 40 days after the issue date of the relevant Tranche of the Notes upon certification as to non-U.S. beneficial ownership. Interest payments in respect of the Notes cannot be collected without such certification of non-U.S. beneficial ownership.

Whenever the Temporary Global Note is to be exchanged for Definitive Notes, the Bank shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the applicable Final Terms or the applicable Pricing Supplement (as the case may be)), in an aggregate principal amount equal to the principal amount of the Temporary Global Note to the bearer of the Temporary Global Note against the surrender of the Temporary Global Note to or to the order of the Fiscal Agent within 30 days of the bearer requesting such exchange.

Permanent Global Note exchangeable for Definitive Notes

If the applicable Final Terms or the applicable Pricing Supplement (as the case may be) specifies the form of Notes as being "Permanent Global Note exchangeable for Definitive Notes", then the Notes will initially be issued in the form of a Permanent Global Note which will be exchangeable in whole, but not in part, for Definitive Notes:

- (i) on the expiry of such period of notice as may be specified in the applicable Final Terms or the applicable Pricing Supplement (as the case may be); or

- (ii) at any time, if so specified in the applicable Final Terms or the applicable Pricing Supplement (as the case may be); or
- (iii) if: (a) Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business and no successor clearing system is available; or (b) an Enforcement Event as defined in Condition 12 (*Enforcement Events and Winding-up*) occurs and the Notes become due and payable.

Whenever the Permanent Global Note is to be exchanged for Definitive Notes, the Bank shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the applicable Final Terms or the applicable Pricing Supplement (as the case may be)), in an aggregate principal amount equal to the principal amount of Notes represented by the Permanent Global Note to the bearer of the Permanent Global Note against the surrender of the Permanent Global Note to or to the order of the Fiscal Agent within 30 days of the bearer requesting such exchange.

Terms and Conditions applicable to the Notes

The terms and conditions applicable to any Definitive Note will be endorsed on that Note and will consist of the terms and conditions set out under "*Terms and Conditions of the Notes*" below and the provisions of the applicable Final Terms or the applicable Pricing Supplement (as the case may be) which supplement those terms and conditions.

The terms and conditions applicable to any Note in global form will differ from those terms and conditions which would apply to the Note were it in definitive form to the extent described under "*Summary of Provisions Relating to the Notes while in Global Form*" below.

Legend concerning United States persons

In the case of any Tranche of Bearer Notes where the TEFRA D Rules are specified in the applicable Final Terms or the applicable Pricing Supplement (as the case may be), the Notes in permanent global form, the Notes in definitive form and any Coupons and Talons appertaining thereto will bear a legend to the following effect:

"Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the U.S. Internal Revenue Code."

The sections referred to in such legend provide that a United States person who holds a Note, Coupon or Talon will generally not be allowed to deduct any loss realised on the sale, exchange or redemption of such Note, Coupon or Talon and any gain (which might otherwise be characterised as capital gain) recognised on such sale, exchange or redemption will be treated as ordinary income.

Registered Notes

Each Tranche of Registered Notes will be in the form of either Individual Note Certificates or a Global Registered Note, in each case as specified in the applicable Final Terms or the applicable Pricing Supplement (as the case may be). Each Global Registered Note will be deposited on or around the relevant issue date with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and registered in the name of a nominee for such depositary and will be exchangeable for Individual Note Certificates in accordance with its terms.

If the applicable Final Terms or the applicable Pricing Supplement (as the case may be) specifies the form of Notes as being "Individual Note Certificates", then the Notes will at all times be in the form of Individual Note Certificates issued to each Noteholder in respect of its respective holdings.

If the applicable Final Terms or the applicable Pricing Supplement (as the case may be) specifies the form of Notes as being "Global Registered Note exchangeable for Individual Note Certificates", then the Notes

will initially be in the form of a Global Registered Note which will be exchangeable in whole, but not in part, for Individual Note Certificates:

- (i) on the expiry of such period of notice as may be specified in the applicable Final Terms or the applicable Pricing Supplement (as the case may be); or
- (ii) at any time, if so specified in the applicable Final Terms or the applicable Pricing Supplement (as the case may be); or
- (iii) if: (a) Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business and no successor clearing system is available; or (b) an Enforcement Event as defined in Condition 12 (*Enforcement Events and Winding-up*) occurs and Notes become due and payable.

Whenever the Global Registered Note is to be exchanged for Individual Note Certificates, the Bank shall procure that Individual Note Certificates will be issued in an aggregate principal amount equal to the principal amount of the Global Registered Note within five business days of the delivery, by or on behalf of the registered holder of the Global Registered Note to the Registrar of such information as is required to complete and deliver such Individual Note Certificates (including, without limitation, the names and addresses of the persons in whose names the Individual Note Certificates are to be registered and the principal amount of each such person's holding) against the surrender of the Global Registered Note at the specified office of the Registrar.

Such exchange will be effected in accordance with the provisions of the Agency Agreement and the regulations concerning the transfer and registration of Notes scheduled thereto and, in particular, shall be effected without charge to any holder, but against such indemnity as the Registrar may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such exchange.

Terms and Conditions applicable to the Notes

The terms and conditions applicable to any Individual Note Certificate will be endorsed on that Individual Note Certificate and will consist of the terms and conditions set out under "*Terms and Conditions of the Notes*" below and the provisions of the applicable Final Terms or the applicable Pricing Supplement (as the case may be), which supplement replace those terms and conditions.

The terms and conditions applicable to any Global Registered Note will differ from those terms and conditions which would apply to the Note were it in definitive form to the extent described under "*Summary of Provisions Relating to the Notes while in Global Form*" below.

TERMS AND CONDITIONS OF THE NOTES

The following is the text of the terms and conditions which, as completed by the applicable Final Terms or, as applicable, as completed, modified and/or supplemented by the applicable Pricing Supplement (as defined below), will be endorsed on each Note in definitive form issued under the Programme. The terms and conditions applicable to any Note in global form will differ from those terms and conditions which would apply to the Note were it in definitive form to the extent described under "Summary of Provisions Relating to the Notes while in Global Form" below.

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

In the case of a Tranche of Notes which will not be admitted to listing or trading on a UK 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 and/or offered to the public in the United Kingdom other than in circumstances where an exemption is available under Article 1(4) and/or 3(2) of the UK Prospectus Regulation (as defined herein) ("**Exempt Notes**") and, accordingly, no base prospectus will be required to be produced in accordance with Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "**UK Prospectus Regulation**"), a pricing supplement (a "**Pricing Supplement**") will be issued describing the final terms of such Tranche of Exempt Notes.

1. Introduction

(a) **Programme**

Gulf International Bank – Saudi Arabia (the "**Bank**") has established an Additional Tier 1 Capital Note Programme (the "**Programme**") for the issuance of up to U.S.\$1,500,000,000 in aggregate principal amount of notes (the "**Notes**").

(b) **Final Terms**

Notes issued under the Programme are issued in series (each a "**Series**") and each Series may comprise one or more tranches (each a "**Tranche**") of Notes. Each Tranche is the subject of a final terms (the "**Final Terms**") which supplements these terms and conditions (the "**Conditions**") (other than a Tranche of Exempt Notes which is the subject of a Pricing Supplement). The terms and conditions applicable to any particular Tranche of Notes are these Conditions as completed by the applicable Final Terms or, in the case of Exempt Notes, as completed, modified and/or supplemented by the applicable Pricing Supplement. In the event of any inconsistency between these Conditions and the applicable Final Terms or the applicable Pricing Supplement (as the case may be), the applicable Final Terms or the applicable Pricing Supplement shall prevail.

(c) **Agency Agreement**

The Notes are the subject of a fiscal and paying agency agreement dated 30 October 2025 (the "**Agency Agreement**") between the Bank, Citibank N.A., London Branch as fiscal agent (the "**Fiscal Agent**", which expression includes any successor fiscal agent appointed from time to time in connection with the Notes), as paying agent (the "**Paying Agent**" and, together with any successor or additional paying agents appointed from time to time in connection with the Notes, the "**Paying Agents**") and as transfer agent (the "**Transfer Agent**" and, together with any successor or additional transfer agents appointed from time to time in connection with the Notes, the "**Transfer Agents**") and Citibank Europe Plc as registrar (the "**Registrar**", which expression includes any successor registrar appointed from time to time in connection with the Notes). In these Conditions references to the "**Agents**" are to the Paying Agents and the Transfer Agents and any reference to an "**Agent**" is to any one of them.

(d) ***Deed of Covenant***

The Notes may be issued in bearer form ("**Bearer Notes**"), or in registered form ("**Registered Notes**"). Registered Notes are constituted by a deed of covenant dated 30 October 2025 (the "**Deed of Covenant**") entered into by the Bank.

(e) ***The Notes***

All subsequent references in these Conditions to "**Notes**" are to the Notes which are the subject of the applicable Final Terms or, in the case of Exempt Notes, the applicable Pricing Supplement.

(f) ***Summaries***

Certain provisions of these Conditions are summaries of the Agency Agreement and the Deed of Covenant and are subject to their detailed provisions. Noteholders and the holders of the related interest coupons (the "**Coupons**") and talons for further Coupons (the "**Talons**"), if any, are bound by, and are deemed to have notice of, all the provisions of the Agency Agreement and the Deed of Covenant applicable to them.

Copies of the Agency Agreement and the Deed of Covenant are available for inspection by Noteholders during normal business hours at the Specified Offices of each of the Agents, the initial Specified Offices of which are set out in the Agency Agreement.

2. **Interpretation**

(a) ***Definitions***

"**Additional Business Centre(s)**" means the city or cities specified as such in the applicable Final Terms or the applicable Pricing Supplement (as the case may be);

"**Additional Financial Centre(s)**" means the city or cities specified as such in the applicable Final Terms or the applicable Pricing Supplement (as the case may be);

"**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 Notes and which, alone or together with any other law(s) or regulation(s), has the effect that Conditions 8(b) (*Non-Viability Event*) and 8(c) (*Non-Viability Notice*) could cease to apply to the Notes without giving rise to a Capital Event;

"**Authorised Signatory**" means the person or persons duly authorised by the Bank to sign documents and to do other acts and things on behalf the Bank or any other person or persons duly notified by the Bank to the Fiscal Agent as being an authorised signatory pursuant to the Agency Agreement;

"**Auditors**" means, at any time, the statutory independent auditors to the Bank at the relevant time or such other auditor as may be appointed for the purpose of the Notes;

"**Bank Assets**" means the total assets of the Bank as shown in the latest audited or (as the case may be) auditor reviewed consolidated statement of financial position of the Bank, but adjusted for subsequent events in such manner as the Directors may determine;

"**Bank Liabilities**" means the total liabilities of the Bank as shown in the latest audited or (as the case may be) auditor reviewed consolidated statement of financial position of the

Bank, but adjusted for contingent liabilities and for subsequent events in such manner as the Directors may determine;

"Basel III" means the set of reforms to the international regulatory capital framework for banks 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;

"Broken Amount" means the amount specified as such in the specified in the applicable Final Terms or the applicable Pricing Supplement (as the case may be);

"Business Day":

- (i) means in relation to any sum payable in euro, a T2 Settlement Day and a day on which commercial banks and foreign exchange markets settle payments generally in each (if any) Additional Business Centre; and
- (ii) means in relation to any sum payable in a currency other than euro, a day on which commercial banks and foreign exchange markets settle payments in the Principal Financial Centre of the relevant currency and in each (if any) Additional Business Centre;

"Calculation Agent" means the Fiscal Agent or such other Person specified in the applicable Final Terms or the applicable Pricing Supplement (as the case may be) as the party responsible for calculating the Rate(s) of Interest and Interest Payment Amount(s) and/or such other amount(s) as may be specified in the applicable Final Terms or the applicable Pricing Supplement (as the case may be);

"Calculation Amount" has the meaning given in the applicable Final Terms or the applicable Pricing Supplement (as the case may be);

"Call Date" means:

- (i) if "Par Call Period" is specified as applicable in applicable Final Terms or the applicable Pricing Supplement (as the case may be), any date during the period commencing from (and including) the First Call Date to (and including) the First Reset Date and any Interest Payment Date thereafter; or
- (ii) if "Par Call Period" is specified as being not applicable in the applicable Final Terms or the applicable Pricing Supplement (as the case may be), the First Call Date and any Interest Payment Date thereafter;

"Capital Event" is deemed to have occurred if the Bank is notified in writing by the Financial Regulator to the effect that the outstanding principal amount (or, if some principal amount of the Notes outstanding is held by the Bank or has been purchased with funding provided by the Bank, the amount that qualifies as regulatory capital) of the Notes is excluded (in full or, to the extent not prohibited by relevant regulatory criteria for Tier 1 Capital, in part) from the consolidated, or as the case may be, non-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));

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

"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;

"Coupon Sheet" means, in respect of a Note, a coupon sheet relating to the Note;

"Day Count Fraction" means, in respect of the calculation of an amount for any period of time (the **"Calculation Period"**), such day count fraction as may be specified in these Conditions or the applicable Final Terms or the applicable Pricing Supplement (as the case may be) and:

- (i) if **"Actual/Actual (ICMA)"** is so specified, means:
 - (a) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
 - (b) where the Calculation Period is longer than one Regular Period, the sum of:
 - (A) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
 - (B) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year;
- (ii) if **"Actual/Actual (ISDA)"** or **"Actual/Actual"** is so specified, means the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (iii) if **"Actual/365 (Fixed)"** is so specified, means the actual number of days in the Calculation Period divided by 365;
- (iv) if **"Actual/365 (Sterling)"** is so specified, means the actual number of days in the Calculation Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;
- (v) if **"Actual/360"** is so specified, means the actual number of days in the Calculation Period divided by 360;
- (vi) if **"30/360"**, **"360/360"** or **"Bond Basis"** is so specified, means the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

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

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 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";

- (vii) if "30E/360" or "Eurobond Basis" is so specified, means the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

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

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, in which case D₂ will be 30; and

- (viii) if "30E/360 (ISDA)" is so specified, means the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

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

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 (i) that day is the last day of February or (ii) 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 (i) that day is the last day of February but not the date on which the Final Redemption Amount is payable or (ii) such number would be 31, in which case D₂ will be 30,

provided that in each such case the number of days in the Calculation Period is calculated from and including the first day of the Calculation Period to but excluding the last day of the Calculation Period;

"**Directors**" means the executive and non-executive directors of the Bank who make up its board of directors;

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

"**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;

"**Effective Date**" has the meaning given to it in Condition 8(a) (*Effectiveness of this Condition*);

"**Enforcement Events**" has the meaning given to it in Condition 12(a) (*Enforcement Events*);

"**Exempt Notes**" means Notes issued by the Bank for which no base prospectus is required to be published under the UK Prospectus Regulation;

"**Extraordinary Resolution**" has the meaning given to it in the Agency Agreement;

"**Final Redemption Amount**" means, in relation to each Note, its outstanding principal amount;

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

"**First Call Date**" means the date specified as such in the applicable Final Terms or the applicable Pricing Supplement (as the case may be);

"**First Fallback Reset Rate**" means the rate specified as such in the applicable Final Terms or the applicable Pricing Supplement (as the case may be);

"**First Reset Date**" means the date specified as such in the applicable Final Terms or the applicable Pricing Supplement (as the case may be);

"**First Interest Payment Date**" means the date specified in the applicable Final Terms or the applicable Pricing Supplement (as the case may be);

"**Global Registered Note**" has the meaning given in the Agency 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/>;

"Holder", in the case of Bearer Notes, has the meaning given in Condition 3(b) (*Title to Bearer Notes*) and, in the case of Registered Notes, has the meaning given in Condition 3(d) (*Title to Registered Notes*);

"Individual Note Certificate" has the meaning given in the Agency Agreement;

"Initial Fixed Coupon Amount" means the amount specified as such in the specified in the applicable Final Terms or the applicable Pricing Supplement (as the case may be);

"Initial Period" has the meaning given to it in Condition 5(a) (*Interest Rate and Interest Payment Dates*);

"Initial Rate of Interest" means the rate specified as such in the applicable Final Terms or the applicable Pricing Supplement (as the case may be);

"Interest Commencement Date" means the Issue Date or such other date as may be specified as the Interest Commencement Date in the applicable Final Terms or the applicable Pricing Supplement (as the case may be);

"Interest Payment Amount" means, in respect of an Interest Period, the amount of interest payable per Calculation Amount for that Interest Period and which, unless otherwise specified in the applicable Final Terms or the applicable Pricing Supplement (as the case may be), shall:

- (i) for any Interest Period forming part of the Initial Period, be the Initial Fixed Coupon Amount or Broken Amount specified in the applicable Final Terms or the applicable Pricing Supplement (as the case may be); and
- (ii) for any Interest Period forming part of each Reset Period (if any), be the relevant amount calculated in accordance with Condition 5(b) (*Reset Interest Rate*);

"Interest Payment Date" means the First Interest Payment Date and any date or dates specified as such in, or determined in accordance with the provisions of, the applicable Final Terms or the applicable Pricing Supplement (as the case may be);

"Interest Period" means each period beginning on (and including) the Interest Commencement Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date (or, if the Notes are redeemed on any earlier date, the relevant redemption date);

"Issue Date" has the meaning given in the applicable Final Terms or the applicable Pricing Supplement (as the case may be);

"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 payment obligations of the Bank which rank, or are expressed to rank, junior to the Obligations;

"Margin" has the meaning given in the applicable Final Terms or the applicable Pricing Supplement (as the case may be);

"Mid-Swap Maturity" means the maturity specified as such in the applicable Final Terms or the applicable Pricing Supplement (as the case may be);

"Non-Payment Election" has the meaning given to it in Condition 6(b) (*Non-Payment Election*);

"Non-Payment Event" has the meaning given to it in Condition 6(a) (*Non-Payment Event*);

"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:

- (i) a Write-down of the Notes 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
- (ii) 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 ten 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 8(c) (*Non-Viability Notice*);

"Non-Viable" means: (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 the applicable Capital Regulations or any Applicable Statutory Loss Absorption Regime;

"Noteholder", in the case of Bearer Notes, has the meaning given in Condition 3(b) (*Title to Bearer Notes*) and, in the case of Registered Notes, has the meaning given in Condition 3(d) (*Title to Registered Notes*);

"Obligations" has the meaning given to it in Condition 4(b) (*Subordination*);

"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 other than Ordinary Shares;

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

"Payment Business Day" means:

- (i) if the currency of payment is euro, any day which is:
 - (A) a day on which banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and for dealings in foreign currencies; and
 - (B) in the case of payment by transfer to an account, a T2 Settlement Day and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Centre; or
- (ii) if the currency of payment is not euro, any day which is:
 - (A) a day on which banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and for dealings in foreign currencies; and

- (B) in the case of payment by transfer to an account, a day on which dealings in foreign currencies may be carried on in the Principal Financial Centre of the currency of payment and in each (if any) Additional Financial Centre;

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

"Principal Financial Centre" means, in relation to any currency, the principal financial centre for that currency, provided that:

- (i) in relation to euro, it means the principal financial centre of such Member State of the European Economic Area or the United Kingdom as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Calculation Agent; and
- (ii) in relation to Australian dollars, it means either Sydney or Melbourne and, in relation to New Zealand dollars, it means either Wellington or Auckland; in each case as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Calculation Agent;

"Rate of Interest" means, in respect of the Initial Period, the Initial Rate of Interest and, in respect of each Reset Period thereafter, the Reset Interest Rate;

"Register" has the meaning given in the Agency Agreement;

"Regular Period" means:

- (i) in the case of Notes where interest is scheduled to be paid only by means of regular payments, each period from and including the Interest Commencement Date to but excluding the First Interest Payment Date and each successive period from and including one Interest Payment Date to but excluding the next Interest Payment Date;
- (ii) in the case of Notes where, apart from the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where **"Regular Date"** means the day and month (but not the year) on which any Interest Payment Date falls; and
- (iii) in the case of Notes where, apart from one Interest Period other than the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where **"Regular Date"** means the day and month (but not the year) on which any Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period;

"Relevant Date" means, in relation to any payment, whichever is the later of (a) the date on which the payment in question first becomes due and (b) if the full amount payable has not been received in the Principal Financial Centre of the currency of payment by the Fiscal Agent on or prior to such due date, the date on which (the full amount having been so received) notice to that effect has been given to the Noteholders;

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

- (i) if the Specified Currency is U.S. dollars (x) 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 (y) 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 (x) and (y) 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

- (ii) if the Specified Currency is any currency other than U.S. dollars, the rate calculated in accordance with the method prescribed by the applicable Final Terms or the applicable Pricing Supplement (as the case may be);

"Reset Date" has the meaning given to it in the applicable Final Terms or the applicable Pricing Supplement (as the case may be);

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

- (i) if the Specified Currency is U.S. dollars, the U.S. Securities Determination Date; and
- (ii) if the Specified Currency is any currency other than U.S. dollars, the date specified as such in the applicable Final Terms or the applicable Pricing Supplement (as the case may be);

"Reset Interest Rate" means the rate of interest determined in accordance with Condition 5(b) (*Reset Interest Rate*);

"Reset Period" means the period from (and including) the First Reset Date to (but excluding) the following Reset Date, and (if applicable) each successive period thereafter from (and including) such Reset Date to (but excluding) the next succeeding Reset Date;

"Reserved Matter" means any proposal to amend Condition 4 (*Status of the Notes*), to change any date fixed for payment of principal or interest in respect of the Notes, to reduce the amount of principal or interest payable on any date in respect of the Notes, to alter the method of calculating the amount of any payment in respect of the Notes or the date for any such payment, to change the currency of any payment under the Notes or to change the quorum requirements relating to meetings or the majority required to pass an Extraordinary Resolution;

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

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

"Solvency Condition" has the meaning given to it in Condition 4(d) (*Solvency Condition*);

"Solvent" means that: (a) the Bank is able to pay its debts which are Senior Obligations as they fall due and (b) the Bank Assets exceed Bank Liabilities;

"Specified Currency" has the meaning given in the applicable Final Terms or the applicable Pricing Supplement (as the case may be);

"Specified Denomination(s)" has the meaning given in the applicable Final Terms or the applicable Pricing Supplement (as the case may be);

"Specified Office" has the meaning given in the Agency Agreement;

"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 Notes), 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;

"T2" means the Trans-European Automated Real-time Gross Settlement Express Transfer payment system or any successor or replacement for that system;

"T2 Settlement Day" means any day on which T2 is open for the settlement of payments in euro;

"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;

"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" has the meaning given to it in Condition 12(a) (*Enforcement Events*);

"Write-down" means, in relation to a Series:

- (i) in the case of the relevant Write-down Amount corresponding to the full proportion of the principal amount of Notes then outstanding, the Notes of such Series shall be cancelled;
- (ii) in the case of the relevant Write-down Amount corresponding to less than the full proportion of the principal amount of Notes then outstanding, the Notes of such Series shall be Written-down in part on a *pro rata* basis in a proportion corresponding to the Write-down Amount;

- (iii) subject to payment of accrued and unpaid Interest Payment Amounts if and only to the extent that such Interest Payment Amounts became due and payable to the Noteholders prior to the date of the Non-Viability Notice (and provided that payment of such amounts are not prohibited by the Financial Regulator or the Capital Regulations at such time), all rights of any Noteholder for payment of any amounts under or in respect of such Series of Notes (including, without limitation, principal and any amounts arising as a result of, or due and payable upon the occurrence of, an Enforcement Event) in a proportion corresponding to the relevant Write-down Amount (and any related unpaid Interest Payment 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 principal amount of Notes of such Series that the Financial Regulator has determined to be Written-down.

(b) ***Interpretation***

In these Conditions:

- (i) if Talons are specified in the applicable Final Terms or the applicable Pricing Supplement (as the case may be) as being attached to the Notes at the time of issue, references to Coupons shall be deemed to include references to Talons;
- (ii) if Talons are not specified in the applicable Final Terms or the applicable Pricing Supplement (as the case may be) as being attached to the Notes at the time of issue, references to Talons are not applicable;
- (iii) any reference to principal shall be deemed to include the Final Redemption Amount, any additional amounts in respect of principal which may be payable under Condition 11 (*Taxation*), any premium payable in respect of a Note and any other amount in the nature of principal payable pursuant to these Conditions;
- (iv) any reference to interest shall be deemed to include any additional amounts in respect of interest which may be payable under Condition 11 (*Taxation*) and any other amount in the nature of interest payable pursuant to these Conditions;
- (v) references to Notes being "**outstanding**" shall be construed in accordance with the Agency Agreement;
- (vi) if an expression is stated in Condition 2(a) (*Interpretation – Definitions*) to have the meaning given in the applicable Final Terms or the applicable Pricing Supplement (as the case may be), but the applicable Final Terms or the applicable Pricing Supplement (as the case may be) gives no such meaning or specifies that such expression is "**not applicable**" then such expression is not applicable to the Notes;
- (vii) any reference to the Agency Agreement and/or the Deed of Covenant shall be construed as a reference to the Agency Agreement and/or the Deed of Covenant (as applicable) as amended and/or supplemented up to and including the Issue Date of the Notes and;
- (viii) any reference in these Conditions to any legislation (whether primary legislation or regulations or other subsidiary legislation made pursuant to primary legislation) shall be construed as a reference to such legislation as the same may have been, or may from time to time be, amended or re-enacted.

3. **Form, Denomination, Title and Transfer**

(a) ***Bearer Notes***

Bearer Notes are in the Specified Denomination(s) with Coupons and, if specified in the applicable Final Terms or the applicable Pricing Supplement (as the case may be), Talons attached at the time of issue. The Specified Denomination(s) may include a minimum denomination specified in the applicable Final Terms or the applicable Pricing Supplement (as the case may be) and higher integral multiples of a smaller amount specified in the applicable Final Terms or the applicable Pricing Supplement (as the case may be). In the case of a Series of Bearer Notes with more than one Specified Denomination, Bearer Notes of one Specified Denomination will not be exchangeable for Bearer Notes of another Specified Denomination.

(b) ***Title to Bearer Notes***

Title to Bearer Notes and the Coupons will pass by delivery. In the case of Bearer Notes, "**Holder**" means the holder of such Bearer Note and "**Noteholder**" and "**Couponholder**" shall be construed accordingly.

(c) ***Registered Notes***

Registered Notes are in the Specified Denomination(s), which may include a minimum denomination specified in the applicable Final Terms or the applicable Pricing Supplement (as the case may be) and higher integral multiples of a smaller amount specified in the applicable Final Terms or the applicable Pricing Supplement (as the case may be).

(d) ***Title to Registered Notes***

The Registrar will maintain the Register in accordance with the provisions of the Agency Agreement. A certificate (each, a "**Note Certificate**") will be issued to each Holder of Registered Notes in respect of its registered holding. Each Note Certificate will be numbered serially with an identifying number which will be recorded in the Register. In the case of Registered Notes, "**Holder**" means the person in whose name such Registered Note is for the time being registered in the Register (or, in the case of a joint holding, the first named thereof) and "**Noteholder**" shall be construed accordingly.

(e) ***Ownership***

The Holder of any Note or Coupon shall (except as otherwise required by law) 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 other interest therein, any writing thereon or, in the case of Registered Notes, on the Note Certificate relating thereto (other than the endorsed form of transfer) or any notice of any previous loss or theft thereof) and no Person shall be liable for so treating such Holder. No Person shall have any right to enforce any term or condition of any Note under the Contracts (Rights of Third Parties) Act 1999.

(f) ***Transfers of Registered Notes***

Subject to Condition 3(i) (*Closed periods*) and Condition 3(j) (*Regulations concerning transfers and registration*) below, a Registered Note may be transferred upon surrender of the relevant Note Certificate, with the endorsed form of transfer duly completed, at the Specified Office of the Registrar or any Transfer Agent, together with such evidence as the Registrar or (as the case may be) such Transfer Agent may reasonably require to prove the title of the transferor and the authority of the individuals who have executed the form of transfer, provided that a Registered Note may not be transferred unless the principal amount of Registered Notes transferred and (where not all of the Registered Notes held by a Holder are being transferred) the principal amount of the balance of Registered Notes not transferred are Specified Denominations. Where not all the Registered Notes represented by the surrendered Note Certificate are the subject of the transfer, a new Note Certificate in respect of the balance of the Registered Notes will be issued to the transferor.

(g) ***Registration and delivery of Note Certificates***

Within five business days of the surrender of a Note Certificate in accordance with Condition 3(f) (*Transfers of Registered Notes*) above, the Registrar will register the transfer in question and deliver a new Note Certificate of a like principal amount to the Registered Notes transferred to each relevant Holder at its Specified Office or (as the case may be) the Specified Office of any Transfer Agent or (at the request and risk of any such relevant Holder) by uninsured first class mail (airmail if overseas) to the address specified for the purpose by such relevant Holder. In this paragraph, "**business day**" means a day on which commercial banks are open for general business (including dealings in foreign currencies) in the city where the Registrar or (as the case may be) the relevant Transfer Agent has its Specified Office.

(h) ***No charge***

The transfer of a Registered Note will be effected without charge by or on behalf of the Bank or the Registrar or any Transfer Agent but against such indemnity as the Registrar or (as the case may be) such Transfer Agent may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such transfer.

(i) ***Closed periods***

Noteholders may not require transfers to be registered during the period of 15 days ending on the due date for any payment of principal or interest in respect of the Registered Notes.

(j) ***Regulations concerning transfers and registration***

All transfers of Registered Notes and entries on the Register are subject to the detailed regulations concerning the transfer of Registered Notes scheduled to the Agency Agreement. The regulations may be changed by the Bank with the prior written approval of the Registrar. A copy of the current regulations will be mailed (free of charge) by the Registrar to any Noteholder who requests in writing a copy of such regulations.

4. **Status of the Notes**

(a) ***Status***

The Notes constitute subordinated obligations of the Bank and rank *pari passu* and without any preference between themselves.

(b) ***Subordination***

(i) The payment obligations of the Bank under the Notes and Coupons (the "**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, conditional 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 Noteholders irrevocably waive their rights to the extent necessary to give effect to the subordination provisions of this Condition 4(b) (*Subordination*). In order to give effect to such subordination provisions, the Noteholders agree that if a Winding-Up Proceeding shall have occurred and be continuing, any amounts that would be due and payable to them 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 Obligations and all *Pari Passu* Obligations.
 - (iii) No Noteholder 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 Obligations and each Noteholder, by its holding any Notes, shall be deemed to have waived all such rights of set-off to the fullest extent permitted by law.
- (c) ***Solvency Condition***

Except upon the occurrence and continuation of any Winding-Up Proceeding and without prejudice to Condition 6 (*Interest Payment Restrictions*), payment of any amount in respect of, or arising from, the Obligations are conditional upon the Bank being capable of making such payment and still be Solvent immediately thereafter (the "**Solvency Condition**").
- (d) ***Other Issues***

The Bank agrees that, so long as any of the Notes of any Series remain outstanding (as defined in the Agency Agreement), the Bank will not, and will procure that none of its Subsidiaries will, 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 interest and/or any other amounts thereunder) senior to the Obligations. This prohibition will not apply if at the same time or prior thereto, (i) these Conditions and (to the extent applicable) the Agency Agreement and the Deed of Covenant are amended to ensure that the Notes obtain and/or (ii) the 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 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. **Interest and other Calculations**

- (a) ***Interest Rate and Interest Payment Dates***

Subject to Conditions 4(b) (*Subordination*), 4(c) (*Solvency Condition*), 5(e) (*Accrual of Interest*), 6(a) (*Non-Payment Event*), 6(b) (*Non-Payment Election*), 8 (*Write-Down at the Point of Non-Viability*), 9 (*Payments – Bearer Notes*) and 10 (*Payments – Registered Notes*), each Note bears interest on its outstanding principal amount:

 - (i) from and including the relevant Interest Commencement Date to but excluding the relevant First Reset Date (the "**Initial Period**"), at the Initial Rate of Interest; and
 - (ii) during each Reset Period (if any), at the relevant Reset Interest Rate,

such interest being payable in arrear on each Interest Payment Date in respect of the Interest Period ending on (but excluding) such date. The amount of interest payable shall be determined in accordance with Condition 5(d) (*Calculations*).
- (b) ***Reset Interest Rate***
 - (i) The Rate of Interest 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.

- (ii) The Calculation Agent will, as soon as practicable after the time at which the Rate of Interest is to be determined in relation to each Reset Period, cause the applicable Rate of Interest to be notified to the Noteholders in accordance with Condition 18 (*Notices*), the Agents, the Bank and any stock exchange on which the relevant Notes are for the time being listed. The Rate of Interest so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) in the event of manifest error. Any such amendment will be promptly notified to any stock exchange on which the relevant Notes are for the time being listed and to the Noteholders in accordance with Condition 18 (*Notices*).
- (iii) For the avoidance of doubt, the Calculation Agent shall not be responsible to the Bank, the Noteholders or to any third party (except, in the case of the Bank 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 these Conditions, arising as a direct or indirect result of any force majeure or any act beyond its control.

(c) ***Determinations of Calculation Agent and the Bank binding***

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 5 (*Interest and other Calculations*), whether by the Calculation Agent or the Bank (or their respective agents), shall (in the absence of manifest error) be binding on the Bank, the Calculation Agent, the Paying Agents and all Noteholders and (in the absence of its own wilful default or gross negligence) no liability to the Bank, any Agent and the Noteholders shall attach to the Calculation Agent or the Bank in connection with the exercise or non-exercise by them of any of their powers, duties and discretions.

(d) ***Calculations***

The amount of interest payable per Calculation Amount in respect of any Note for any Interest Period shall be equal to the Interest Payment Amount. In respect of any other period for which interest is required to be calculated, the amount of interest payable per Calculation Amount shall be equal to the product of the Rate of Interest, the Calculation Amount specified in the applicable Final Terms or the applicable Pricing Supplement (as the case may be) and the Day Count Fraction for the period for which interest is required to be calculated.

(e) ***Accrual of Interest***

Interest shall cease to accrue on each Note on the due date for redemption unless, upon due presentation, payment is improperly withheld or refused, in which event interest shall continue to accrue (both before and after judgment) at the Rate of Interest in the manner provided in this Condition 5 (*Interest and other Calculations*) to the Relevant Date (as defined in Condition 11 (*Taxation*)).

6. **Interest Payment Restrictions**

(a) ***Non-Payment Event***

Notwithstanding Condition 5 (*Interest and other Calculations*), if any of the following events (each, a "**Non-Payment Event**") occurs in respect of a Series, Interest Payment Amounts shall not be paid on any Interest Payment Date:

- (i) the Interest Payment Amount in respect of the relevant Series payable by the Bank, when aggregated with any distributions or amounts payable by the Bank on the date for payment of such Interest Payment Amounts (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 such Interest Payment Amounts, the Distributable Profits; or

- (ii) the Bank is, on that Interest Payment Date, in breach of (or such payment 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
- (iii) the Financial Regulator requires that the Interest Payment Amounts due on that Interest Payment Date shall not be paid on account of the Bank making a net loss during the relevant financial period or for any other reason as it may deem necessary; or
- (iv) the Solvency Condition is not satisfied in respect of the payment of the relevant Interest Payment Amount.

(b) ***Non-Payment Election***

In respect of a Series, notwithstanding Condition 5 (*Interest and other Calculations*), the Bank may, in its sole discretion, elect that any Interest Payment Amount (or any part thereof) will not be paid on any Interest Payment Date (a "**Non-Payment Election**"), provided that the foregoing in this Condition 6(b) (*Non-Payment Election*) shall not apply once the Bank has given notice to Noteholders that the Notes will be redeemed in whole in accordance with Condition 7 (*Redemption, Purchase and Cancellation*).

(c) ***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 the relevant Interest Payment Date; and (ii) in the case of a Non-Payment Event, as soon as practicable thereafter but in any case (except where the relevant Non-Payment Event occurs during such period), no later than five Business Days prior to the relevant Interest Payment Date, give notice to the Fiscal Agent and the Noteholders in accordance with Condition 18 (*Notices*) 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 6(c) (*Effect of Non-Payment Event or Non-Payment Election*), the fact of non-payment of the relevant Interest Payment Amount (or any part thereof) on the relevant Interest Payment Date shall be evidence of the occurrence of a Non-Payment Election or a Non-Payment Event, as the case may be. Noteholders shall have no claim in respect of any Interest Payment Amount (or any part thereof) 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 6(c) (*Effect of Non-Payment Event or Non-Payment Election*)) and any non-payment of an Interest Payment Amount (or any part thereof) in such circumstances shall not constitute an Enforcement Event with respect to such Series. The Bank shall have no obligation to make any subsequent payment in respect of any such unpaid Interest Payment Amount (or any part thereof).

(d) ***Dividend and Redemption Restrictions***

In respect of each Series, if any Interest Payment Amount (or any part thereof) is not paid as a consequence of a Non-Payment Event or a Non-Payment Election pursuant to Conditions 6(a) (*Non-Payment Event*) or 6(b) (*Non-Payment Election*) (as the case may be), then, from the date of such Non-Payment Event or Non-Payment Election (the "**Dividend Stopper Date**"), the Bank will not, so long as any Notes of such Series are outstanding:

- (i) 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);
- (ii) declare or pay interest, 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 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;
- (iii) directly or indirectly redeem, purchase, cancel, reduce or otherwise acquire any Ordinary Shares; or
- (iv) 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 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 one payment of an Interest Payment Amount 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 Noteholders) with respect to such Series.

7. **Redemption, Purchase and Cancellation**

(a) ***No Fixed Redemption Date and Conditions for Redemption***

The Notes are perpetual securities in respect of which there is no fixed redemption date and the Bank shall (subject to the provisions of Condition 4(b) (*Subordination*), Condition 8 (*Write-Down at the Point of Non-Viability*) and Condition 12 (*Enforcement Events and Winding-up*)) only have the right to redeem the Notes in accordance with the following provisions of this Condition 7 (*Redemption, Purchase and Cancellation*).

The redemption of any Series of Notes pursuant to this Condition 7 (*Redemption, Purchase and Cancellation*) is subject to the following conditions (in addition to those set out elsewhere in this Condition 7 (*Redemption, Purchase and Cancellation*)):

- (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;
- (iv) the Solvency Condition in respect of the payment of the applicable Obligations being satisfied; and
- (v) (in the case of a redemption pursuant to Condition 7(c) (*Redemption due to Taxation*) or Condition 7(d) (*Redemption for Capital Event*) only) the Tax Event

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) ***Redemption at the Option of the Bank***

- (i) Subject to Condition 7(a) (*No Fixed Redemption Date and Conditions for Redemption*), this Condition 7(b) (*Redemption at the Option of the Bank*) and Condition 7(e) (*No Redemption following Delivery of a Non-Viability Notice*), the Bank may, having given not less than 15 nor more than 30 days' notice to the Noteholders in accordance with Condition 18 (*Notices*) and the Fiscal Agent (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem all (but not some only) of the Notes of the relevant Series on any Call Date at their Final Redemption Amount together with any accrued but unpaid interest thereon to, but excluding, such Call Date.
- (ii) Prior to the publication of any notice of redemption pursuant to this Condition 7(b) (*Redemption at the Option of the Bank*), the Bank shall deliver to the Fiscal Agent a certificate signed by two Authorised Signatories of the Bank stating that all conditions precedent to the redemption of the relevant Series of Notes pursuant to this Condition 7(b) (*Redemption at the Option of the Bank*) and Condition 7(a) (*No Fixed Redemption Date and Conditions for Redemption*) have been satisfied. Such certificate shall be conclusive and binding evidence of the satisfaction of such conditions precedent, and the Fiscal Agent shall be entitled to accept it without liability to any person. Upon expiry of such notice, the Bank shall redeem the relevant Series of Notes.

(c) ***Redemption due to Taxation***

- (i) Subject to Condition 7(a) (*No Fixed Redemption Date and Conditions for Redemption*), this Condition 7(c) (*Redemption due to Taxation*) and Condition 7(e) (*No Redemption following Delivery of a Non-Viability Notice*), the Bank may, having given not less than 15 nor more than 30 days' notice to the Noteholders in accordance with Condition 18 (*Notices*) and the Fiscal Agent (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem all (but not some only) of the Notes of the relevant Series at their Final Redemption Amount together with any accrued but unpaid interest thereon to, but excluding, the date fixed for redemption, if:
 - (A) the Bank has or will become obliged to pay additional amounts as provided or referred to in Condition 11 (*Taxation*) as a result of any change in, or amendment to, the laws, published practice or regulations of the Kingdom of Saudi Arabia or any political subdivision or any authority thereof or therein having power to tax, 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), which change or amendment becomes effective on or after the date of issue of the first Tranche of the Notes; and
 - (B) such obligation cannot be avoided by the Bank taking reasonable measures available to it,

(a "Tax Event") provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Bank would be obliged to pay such additional amounts if a payment in respect of the Notes were then due.
- (ii) Prior to the publication of any notice of redemption pursuant to this Condition 7(c) (*Redemption due to Taxation*), the Bank shall deliver to the Fiscal Agent: (A) a certificate signed by two Authorised Signatories of the Bank stating that all conditions precedent to the redemption of the relevant Series of Notes pursuant to this Condition 7(c) (*Redemption due to Taxation*) and Condition 7(a) (*No Fixed Redemption Date and Conditions for Redemption*) have been satisfied; and (B)

an opinion of an independent tax or legal adviser of recognised standing to the effect that a Tax Event has occurred. A certificate delivered pursuant to paragraph (A) of this Condition 7(c)(ii) (*Redemption due to Taxation*) shall be conclusive and binding evidence of the satisfaction of such conditions precedent, and the Fiscal Agent shall be entitled to accept it without liability to any person. Upon the expiry of any such notice as is referred to in this Condition 7(c) (*Redemption due to Taxation*), the Bank shall redeem the Notes in accordance with this Condition 7(c) (*Redemption due to Taxation*).

- (iii) Redemption of any Series of Notes pursuant to this Condition 7(c) (*Redemption due to Taxation*) may occur on any date on or after the relevant Issue Date (whether or not an Interest Payment Date).

(d) ***Redemption for Capital Event***

- (i) Subject to Condition 7(a) (*No Fixed Redemption Date and Conditions for Redemption*), this Condition 7(d) (*Redemption for Capital Event*) and Condition 7(e) (*No Redemption following Delivery of a Non-Viability Notice*), the Bank may, having given not less than 15 nor more than 30 days' notice to the Noteholders in accordance with Condition 18 (*Notices*) and the Fiscal Agent (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem all (but not some only) of the Notes of the relevant Series at their Final Redemption Amount together with any accrued but unpaid interest thereon to, but excluding, the date fixed for redemption, if a Capital Event has occurred and is continuing in respect of such Series of Notes.
- (ii) Prior to the publication of any notice of redemption pursuant to this Condition 7(d) (*Redemption for Capital Event*), the Bank shall deliver to the Fiscal Agent a certificate signed by two Authorised Signatories of the Bank stating that all conditions precedent to the redemption of the relevant Series of Notes pursuant to this Condition 7(d) (*Redemption for Capital Event*) and Condition 7(a) (*No Fixed Redemption Date and Conditions for Redemption*) have been satisfied. Such certificate shall be conclusive and binding evidence of the satisfaction of such conditions precedent, and the Fiscal Agent shall be entitled to accept it without liability to any person. Upon the expiry of any such notice as is referred to in this Condition 7(d) (*Redemption for Capital Event*), the Bank shall redeem the Notes in accordance with this Condition 7(d) (*Redemption for Capital Event*).
- (iii) Redemption of any Series of Notes pursuant to this Condition 7(d) (*Redemption for Capital Event*) may occur on any date on or after the relevant Issue Date (whether or not an Interest Payment Date).

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

If the Bank has elected to redeem the Notes of any Series and prior to the redemption of such Notes a Non-Viability Event occurs, the relevant redemption notice shall be automatically rescinded and shall be of no force and effect and the Bank shall give notice thereof to the Noteholders (in accordance with Condition 18 (*Notices*)), the Fiscal Agent and the Registrar as soon as practicable. Further, no notice of redemption pursuant to this Condition 7 (*Redemption, Purchase and Cancellation*) 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.

(f) ***Purchase***

Subject to the Bank: (i) 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)); (ii) being in compliance with the Applicable Regulatory Capital Requirements at the time of purchase; and (iii) being capable of making payment with respect to such purchase and still being Solvent at the time of and immediately following such purchase,

the Bank or any of its Subsidiaries may at any time purchase Notes in the open market or otherwise and at any price, provided that all unmatured Coupons are purchased therewith.

(g) ***Cancellation***

All Notes so redeemed or purchased in accordance with this Condition 7 (*Redemption, Purchase and Cancellation*) and any unmatured Coupons attached to or surrendered with them shall be cancelled and may not be reissued or resold.

8. **Write-down at the Point of Non-Viability**

(a) ***Effectiveness of this Condition***

The provisions of this Condition 8 (*Write-down at the Point of Non-Viability*) 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 Notes (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 Fiscal Agent and the Noteholders in accordance with Condition 18 (*Notices*). 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 Notes as is required or permitted by such Applicable Statutory Loss Absorption Regime.

(b) ***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 8(c) (*Non-Viability Notice*).

(c) ***Non-Viability Notice***

- (i) 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), the Bank will notify the Fiscal Agent, the Registrar and the Noteholders (in accordance with Condition 18 (*Notices*)) thereof (such notice, a "**Non-Viability Notice**").
- (ii) Such Non-Viability Notice shall:
 - (A) state that a Non-Viability Event has occurred;
 - (B) 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;
 - (C) specify, in the case of a partial Write-down, the Write-down Amount as determined by the Financial Regulator and notified to the Bank;
 - (D) 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 principal amount of the Notes of the relevant Series then outstanding to be zero; and
 - (E) specify the Non-Viability Event Write-down Date.
- (iii) A Write-down will occur on the Non-Viability Event Write-down Date.

9. **Payments – Bearer Notes**

This Condition 9 (*Payments – Bearer Notes*) is only applicable to Bearer Notes.

(a) ***Principal***

Payments of principal shall be made only against presentation and (provided that payment is made in full) surrender of Bearer Notes at the Specified Office of any Paying Agent outside the United States by cheque drawn in the currency in which the payment is due on, or by transfer to an account denominated in that currency (or, if that currency is euro, any other account to which euro may be credited or transferred) and maintained by the payee with, a bank in the Principal Financial Centre of that currency (in the case of a sterling cheque, a town clearing branch of a bank in the City of London).

(b) ***Interest***

Payments of interest shall, subject to Condition 9(g) (*Payments-Bearer Notes – Payments other than in respect of matured Coupons*) below, be made only against presentation and (provided that payment is made in full) surrender of the appropriate Coupons at the Specified Office of any Paying Agent outside the United States in the manner described in Condition 9(a) (*Payments-Bearer Notes – Principal*) above.

(c) ***Payments in New York City***

Payments of principal or interest may be made at the Specified Office of a Paying Agent in New York City if: (i) the Bank has appointed Paying Agents outside the United States with the reasonable expectation that such Paying Agents will be able to make payment of the full amount of the interest on the Notes in the currency in which the payment is due when due; (ii) payment of the full amount of such interest at the offices of all such Paying Agents is illegal or effectively precluded by exchange controls or other similar restrictions; and (iii) payment is permitted by applicable United States law.

(d) ***Payments subject to fiscal laws***

All payments in respect of the Bearer Notes are subject in all cases to: (i) any applicable fiscal or other laws, regulations and directives in the place of payment, but without prejudice to the provisions of Condition 11 (*Taxation*); 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 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, official interpretations thereof, or any law implementing an intergovernmental approach thereto. No commissions or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.

(e) ***Deductions for unmatured Coupons***

If a Bearer Note is presented without all unmatured Coupons relating thereto:

- (i) if the aggregate amount of the missing Coupons is less than or equal to the amount of principal due for payment, a sum equal to the aggregate amount of the missing Coupons will be deducted from the amount of principal due for payment, provided that if the gross amount available for payment is less than the amount of principal due for payment, the sum deducted will be that proportion of the aggregate amount of such missing Coupons which the gross amount actually available for payment bears to the amount of principal due for payment;
- (ii) if the aggregate amount of the missing Coupons is greater than the amount of principal due for payment:
 - (A) so many of such missing Coupons shall become void (in inverse order of maturity) as will result in the aggregate amount of the remainder of such missing Coupons (the "**Relevant Coupons**") being equal to the amount of principal due for payment, provided that where this sub-paragraph

would otherwise require a fraction of a missing Coupon to become void, such missing Coupon shall become void in its entirety; and

- (B) a sum equal to the aggregate amount of the Relevant Coupons (or, if less, the amount of principal due for payment) will be deducted from the amount of principal due for payment, provided that if the gross amount available for payment is less than the amount of principal due for payment, the sum deducted will be that proportion of the aggregate amount of the Relevant Coupons (or, as the case may be, the amount of principal due for payment) which the gross amount actually available for payment bears to the amount of principal due for payment.

Each sum of principal so deducted shall be paid in the manner provided in Condition 9(a) (*Payments-Bearer Notes – Principal*) above against presentation and (provided that payment is made in full) surrender of the relevant missing Coupons.

(f) ***Payments on business days***

If the due date for payment of any amount in respect of any Bearer Note or Coupon is not a Payment Business Day in the place of presentation, the Holder shall not be entitled to payment in such place of the amount due until the next succeeding Payment Business Day in such place and shall not be entitled to any further interest or other payment in respect of any such delay.

(g) ***Payments other than in respect of matured Coupons***

Payments of interest other than in respect of matured Coupons shall be made only against presentation of the relevant Bearer Notes at the Specified Office of any Paying Agent outside the United States (or in New York City if permitted by Condition 9(c) (*Payments-Bearer Notes – Payments in New York City*) above).

(h) ***Partial payments***

If a Paying Agent makes a partial payment in respect of any Bearer Note or Coupon presented to it for payment, such Paying Agent will endorse thereon a statement indicating the amount and date of such payment.

(i) ***Exchange of Talons***

On or after the maturity date of the final Coupon which is (or was at the time of issue) part of a Coupon Sheet relating to the Bearer Notes, the Talon forming part of such Coupon Sheet may be exchanged at the Specified Office of the Fiscal Agent for a further Coupon Sheet (including, if appropriate, a further Talon but excluding any Coupons in respect of which claims have already become void pursuant to Condition 13 (*Prescription*)). Upon the due date for redemption of any Bearer Note, any unexchanged Talon relating to such Note shall become void and no Coupon will be delivered in respect of such Talon.

10. **Payments – Registered Notes**

This Condition 10 (*Payments – Registered Notes*) is only applicable to Registered Notes.

(a) ***Principal***

Payments of principal shall be made by cheque drawn in the currency in which the payment is due drawn on, or, upon application by a Holder of a Registered Note to the Specified Office of the Fiscal Agent not later than the fifteenth day before the due date for any such payment, by transfer to an account denominated in that currency (or, if that currency is euro, any other account to which euro may be credited or transferred) and maintained by the payee with, a bank in the Principal Financial Centre of that currency (in the case of a sterling cheque, a town clearing branch of a bank in the City of London) and (in the case of redemption) upon surrender (or, in the case of part payment only,

endorsement) of the relevant Note Certificates at the Specified Office of any Paying Agent.

(b) ***Interest***

Payments of interest shall be made by cheque drawn in the currency in which the payment is due drawn on, or, upon application by a Holder of a Registered Note to the Specified Office of the Fiscal Agent not later than the fifteenth day before the due date for any such payment, by transfer to an account denominated in that currency (or, if that currency is euro, any other account to which euro may be credited or transferred) and maintained by the payee with, a bank in the Principal Financial Centre of that currency (in the case of a sterling cheque, a town clearing branch of a bank in the City of London) and (in the case of interest payable on redemption) upon surrender (or, in the case of part payment only, endorsement) of the relevant Note Certificates at the Specified Office of any Paying Agent.

(c) ***Payments subject to fiscal laws***

All payments in respect of the Registered Notes are subject in all cases to: (i) any applicable fiscal or other laws, regulations and directives in the place of payment, but without prejudice to the provisions of Condition 11 (*Taxation*); and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, official interpretations thereof, or any law implementing an intergovernmental approach thereto. No commissions or expenses shall be charged to the Noteholders in respect of such payments.

(d) ***Payments on business days***

Where payment is to be made by transfer to an account, payment instructions (for value the due date, or, if the due date is not Payment Business Day, for value the next succeeding Payment Business Day) will be initiated and, where payment is to be made by cheque, the cheque will be mailed: (i) (in the case of payments of principal and interest payable on redemption) on the later of the due date for payment and the day on which the relevant Note Certificate is surrendered (or, in the case of part payment only, endorsed) at the Specified Office of a Paying Agent; and (ii) (in the case of payments of interest payable other than on redemption) on the due date for payment. A Holder of a Registered Note shall not be entitled to any interest or other payment in respect of any delay in payment resulting from: (A) the due date for a payment not being a Payment Business Day; or (B) a cheque mailed in accordance with this Condition 10 (*Payments – Registered Notes*) arriving after the due date for payment or being lost in the mail.

(e) ***Partial payments***

If a Paying Agent makes a partial payment in respect of any Registered Note, the Bank shall procure that the amount and date of such payment are noted on the Register and, in the case of partial payment upon presentation of a Note Certificate, that a statement indicating the amount and the date of such payment is endorsed on the relevant Note Certificate.

(f) ***Record date***

Each payment in respect of a Registered Note will be made to the person shown as the Holder in the Register: (i) in respect of the Global Registered Note, at the close of business (in the relevant clearing system) on the Clearing System Business Day before the due date for such payment (the "**Record Date**") where "**Clearing System Business Day**" means a day on which each clearing system for which the Global Note Certificate is being held is open for business; and (ii) in respect of Individual Note Certificates, at the opening of business in the place of the Registrar's Specified Office on the fifteenth day before the due date for such payment (the "**Record Date**"). Where payment in respect of a Registered Note is to be made by cheque, the cheque will be mailed to the address shown as the

address of the Holder in the Register at the opening of business on the relevant Record Date.

11. **Taxation**

(a) ***Gross up***

All payments of principal and interest in respect of the Notes and the Coupons by or on behalf of the Bank shall be made free and clear of, and without withholding 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 the Kingdom of Saudi Arabia or any political subdivision therein or any authority therein or thereof having power to tax (the "**Relevant Tax Jurisdiction**"), unless the withholding or deduction of such taxes, duties, assessments, or governmental charges is required by law. In that event, the Bank shall pay such additional amounts as will result in receipt by the Noteholders and the Couponholders after such withholding or deduction of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable in respect of any Note or Coupon:

- (i) where the relevant Note or Coupon is presented for payment in the Relevant Tax Jurisdiction; or
- (ii) held by or on behalf of a Holder which is liable to such taxes, duties, assessments or governmental charges in respect of such Note or Coupon by reason of its having some connection with the jurisdiction by which such taxes, duties, assessments or charges have been imposed, levied, collected, withheld or assessed other than the mere holding of the Note or Coupon; or
- (iii) where the relevant Note or Coupon or Note Certificate is presented or surrendered for payment more than 30 days after the Relevant Date except to the extent that the Holder of such Note or Coupon would have been entitled to such additional amounts on presenting or surrendering such Note or Coupon or Note Certificate for payment on the last day of such period of 30 days.

(b) ***Foreign Account Tax Compliance Act Withholding***

Notwithstanding any other provision of these Conditions, in no event will the Bank be required to pay any additional amounts in respect of the Notes or Coupons for, or on account of, any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, or any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

12. **Enforcement Events and Winding-up**

(a) ***Enforcement Events***

If any of the following events ("**Enforcement Events**") occurs and is continuing, the holder of any Note may give written notice to the Fiscal Agent at its specified office that such Note is immediately repayable, whereupon the same shall, subject to Condition 8 (*Write-down at the Point of Non-Viability*), Condition 7 (*Redemption, Purchase and Cancellation*) and Condition 12(b) (*Proceedings for Winding-up*), become immediately due and payable at its Final Redemption Amount together with accrued interest to the date of payment:

- (i) default is made in the payment of any principal in respect of any Note for a period of seven days or more or any interest in respect of any Note for a period of 14 days or more, in each case after the due date for the same (save in each case where such default occurs solely as a result of the occurrence of a Non-Payment Event or the Bank making a Non-Payment Election);

- (ii) 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, dissolution or similar event of the Bank in accordance with applicable law or the Bank applies or petitions for a winding-up or an administration order in respect of itself (except, in any such case, a solvent winding-up solely than for the purposes of a reorganisation, reconstruction or amalgamation approved by any court of competent jurisdiction or other competent authority) (a "**Winding-Up Proceeding**"); or
 - (iii) 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 (ii) above.
- (b) ***Proceedings for Winding-up***
 - (i) If, in relation to a Series, an Enforcement Event occurs, any Noteholder may, at its discretion and without further notice: (A) institute any steps, actions or proceedings for the winding-up of the Bank; and/or (B) prove in the winding-up of the Bank; and/or (C) institute any steps, actions or proceedings for the bankruptcy of the Bank; and/or (D) claim in the liquidation of the Bank; and/or (E) 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 (A) to (D) above, in each case, for such payment referred to in Condition 12(a) (*Enforcement Events*). No payment in respect of the Notes may be made by the Bank as a result of any steps, actions or proceedings taken pursuant to Condition 12(a) (*Enforcement Events*), nor will the Noteholders 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 Fiscal Agent) to, and received no objection from, the Financial Regulator (which the Bank shall confirm in writing to the Fiscal Agent).
 - (ii) Without prejudice to Condition 12(a) (*Enforcement Events*) and the remaining provisions of this Condition 12(b) (*Proceedings for Winding-up*), any Noteholder may at its discretion and without further notice institute such steps, actions or proceedings against the Bank, as it may think fit to enforce any term or condition binding on the Bank under the Notes, in each case, other than any payment obligation of the Bank under or arising from the Notes (including, without limitation, payment of any principal or interest in respect of the Notes, including any damages awarded for breach of any obligations). 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 pursuant to these Conditions.
 - (iii) All claims by any Noteholder against the Bank (including, without limitation, any claim in relation to any unsatisfied payment obligation of the Bank under the Notes) shall be subject to, and shall be superseded by, the provisions of Condition 8 (*Write-down at the Point of Non-Viability*), irrespective of whether the relevant Non-Viability Event occurs prior to or after the event which is the subject matter of the claim.
 - (iv) No remedy against the Bank, other than as referred to in this Condition 12 (*Enforcement Events and Winding-up*), shall be available to the Noteholders, whether for the recovery of amounts owing in respect of the Notes or in respect of any breach by the Bank of any other obligation, condition or provision binding on it under the Notes.

13. **Prescription**

Claims for principal in respect of Bearer Notes shall become void unless the relevant Bearer Notes are presented for payment within ten years of the appropriate Relevant Date. Claims for interest in respect of Bearer Notes shall become void unless the relevant Coupons are presented for payment within five years of the appropriate Relevant Date. Claims for principal and interest on redemption

in respect of Registered Notes shall become void unless the relevant Note Certificates are surrendered for payment within ten years of the appropriate Relevant Date.

14. **Replacement of Notes and Coupons**

If any Note, Note Certificate or Coupon is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the Specified Office of the Fiscal Agent, in the case of Bearer Notes, or the Registrar, in the case of Registered Notes (and, if the Notes are then admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system which requires the appointment of a Paying Agent or Transfer Agent in any particular place, the Paying Agent or Transfer Agent having its Specified Office in the place required by such competent authority, stock exchange and/or quotation system), subject to all applicable laws and competent authority, stock exchange and/or quotation system requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Bank may reasonably require. Mutilated or defaced Notes, Note Certificates or Coupons must be surrendered before replacements will be issued.

15. **Agents**

- (a) In acting under the Agency Agreement and in connection with the Notes and the Coupons, the Agents act solely as agents of the Bank and do not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders or Couponholders.
- (b) The initial Agents and their initial Specified Offices are listed below. The initial Calculation Agent is specified in the applicable Final Terms or the applicable Pricing Supplement (as the case may be). The Bank reserves the right at any time to vary or terminate the appointment of any Agent and to appoint a successor fiscal agent or registrar or Calculation Agent and additional or successor paying agents, provided that:
 - (i) the Bank shall at all times maintain a fiscal agent and a registrar;
 - (ii) the Bank shall at all times maintain a Calculation Agent;
 - (iii) if and for so long as the Notes are admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system which requires the appointment of a Paying Agent and/or a Transfer Agent in any particular place, the Bank shall maintain a Paying Agent and/or a Transfer Agent having its Specified Office in the place required by such competent authority, stock exchange and/or quotation system; and
 - (iv) in the circumstances described in Condition 9(c) (*Payments – Bearer Notes – Payments in New York City*), a paying agent with a Specified Office in New York City.
- (c) Notice of any change in any of the Agents or in their Specified Offices shall promptly be given to the Noteholders in accordance with Condition 18 (*Notices*).

16. **Meetings of Noteholders; Modification and Waiver**

(a) ***Meetings of Noteholders***

The Agency Agreement contains provisions for convening meetings (including by way of conference call or by use of a videoconference platform) of Noteholders to consider matters relating to the Notes, including the modification of any provision of these Conditions. Any such modification may be made if sanctioned by an Extraordinary Resolution. Such a meeting may be convened by the Bank and shall be convened by it upon the request in writing of Noteholders holding not less than five per cent. of the aggregate principal amount of the outstanding Notes. The quorum at any meeting convened to vote on an Extraordinary Resolution will be one or more Persons holding or representing not less than 50 per cent. of the aggregate principal amount of the outstanding Notes or, at any adjourned meeting, one or more Persons being or representing Noteholders whatever the principal amount of the Notes held or represented, provided that

Reserved Matters may only be sanctioned by an Extraordinary Resolution passed at a meeting of Noteholders at which one or more Persons holding or representing not less than two-thirds or, at any adjourned meeting, one-third of the aggregate principal amount of the outstanding Notes form a quorum. Any Extraordinary Resolution duly passed at any such meeting shall be binding on all the Noteholders and Couponholders, whether present or not.

Any such meeting of the Noteholders may be convened at a physical location, or such other method (which may include, without limitation, a conference call or video conference) as the Fiscal Agent may determine in accordance with the provisions of the Agency Agreement.

In addition, a resolution in writing signed by or on behalf of all Noteholders who for the time being are entitled to receive notice of a meeting of Noteholders will take effect as if it were an Extraordinary Resolution. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Noteholders.

(b) ***Modification***

The Notes, these Conditions, and the Deed of Covenant may be amended without the consent of the Noteholders or the Couponholders to correct a manifest error. In addition, the parties to the Agency Agreement may agree to modify any provision thereof, but the Bank shall not agree, without the consent of the Noteholders, to any such modification unless it is of a formal, minor or technical nature, it is made to correct a manifest or proven error, to comply with mandatory provisions of the law or it is, in the opinion of such parties, not materially prejudicial to the interests of the Noteholders.

17. **Further Issues**

The Bank may from time to time, without the consent of the Noteholders or the Couponholders, but subject to the Bank obtaining the prior approval of the Financial Regulator if so required, create and issue further notes having the same terms and conditions as the Notes in all respects (or in all respects except for the amount and date of the first payment of interest thereon and the date from which interest starts to accrue (so that, for the avoidance of doubt, references in the conditions of such notes to "Issue Date" shall be to the first issue date of the Notes)), and so as to form a single series with the Notes.

18. **Notices**

(a) ***Bearer Notes***

Notices to the Holders of Bearer Notes shall be valid if published in a leading English language daily newspaper published in London (which is expected to be the *Financial Times*) or, if such publication is not practicable, in a leading English language daily newspaper having general circulation in Europe. Any such notice shall be deemed to have been given on the date of first publication (or if required to be published in more than one newspaper, on the first date on which publication shall have been made in all the required newspapers). Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the Holders of Bearer Notes.

(b) ***Registered Notes***

Notices to the Holders of Registered Notes shall be sent to them by first class mail (or its equivalent) or (if posted to an overseas address) by airmail at their respective addresses on the Register or, if such publication is not practicable, in a leading English language daily newspaper having general circulation in Europe. Any such notice shall be deemed to have been given on the fourth day after the date of mailing or for a newspaper on the date of publication.

(c) ***Stock exchanges***

The Bank shall ensure that any notices to Noteholders are duly given in a manner which complies with the rules and regulations of any relevant authority or stock exchange on which the Notes are for the time being listed.

19. **Currency Indemnity**

If any sum due from the Bank in respect of the Notes or the Coupons or any order or judgment given or made in relation thereto has to be converted from the currency (the "**first currency**") in which the same is payable under these Conditions or such order or judgment into another currency (the "**second currency**") for the purpose of: (a) making or filing a claim or proof against the Bank; (b) obtaining an order or judgment in any court or other tribunal; or (c) enforcing any order or judgment given or made in relation to the Notes, the Bank shall indemnify each Noteholder, on the written demand of such Noteholder addressed to the Bank and delivered to the Bank or to the Specified Office of the Fiscal Agent, against any loss suffered as a result of any discrepancy between: (i) the rate of exchange used for such purpose to convert the sum in question from the first currency into the second currency; and (ii) the rate or rates of exchange at which such Noteholder may in the ordinary course of business purchase the first currency with the second currency upon receipt of a sum paid to it in satisfaction, in whole or in part, of any such order, judgment, claim or proof.

This indemnity constitutes a separate and independent obligation of the Bank and shall give rise to a separate and independent cause of action.

20. **Rounding**

For the purposes of any calculations referred to in these Conditions (unless otherwise specified in these Conditions or the applicable Final Terms or the applicable Pricing Supplement (as the case may be)): (a) all percentages resulting from such calculations will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 per cent. being rounded up to 0.00001 per cent.); (b) all U.S. dollar amounts used in or resulting from such calculations will be rounded to the nearest cent (with one half cent being rounded up); (c) all Japanese Yen amounts used in or resulting from such calculations will be rounded downwards to the next lower whole Japanese Yen amount; and (d) all amounts denominated in any other currency used in or resulting from such calculations will be rounded to the nearest two decimal places in such currency (with 0.005 being rounded upwards).

21. **Governing Law and Arbitration**

(a) ***Governing law***

The Notes, the Coupons and the Talons 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***

Any dispute, claim, difference or controversy arising out of, relating to or having any connection with the Notes, the Coupons or the Deed of Covenant (including any dispute, claim, difference or controversy as to their existence, validity, interpretation, performance, breach or termination or the consequences of their nullity or any dispute relating to any non-contractual obligations arising out of or in connection with them or this Condition 21(b) (*Arbitration*)) (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 London Court of International Arbitration ("**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 Bank has in the Deed of Covenant:

- (i) agreed that the arbitration agreement set out in this Condition 21 (*Governing Law and Arbitration*) and the arbitration agreement contained in the Agency 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 (*Governing Law and Arbitration*) and/or the arbitration agreement contained in the Agency Agreement, subject to and in accordance with the Rules. Notwithstanding anything to the contrary in the Rules, the Bank has agreed that no arbitrations other than those referred to in this Condition 21(c)(ii) (*Consolidation*) may be consolidated. For the avoidance of doubt, this Condition 21(c)(ii) (*Consolidation*) 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 Bank has 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) (*Consolidation*), 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) (*Consolidation*), to the validity and/or enforcement of any arbitral award.

(d) ***Service of process***

The Bank agrees that the documents which start any proceedings relating to any Dispute (the "**Proceedings**") and any other documents required to be served in relation to those Proceedings may be served on it by being delivered to the London branch of Gulf International Bank B.S.C. situated at One Curzon Street, London W1J 5HD, United Kingdom or such other address as the Bank may notify pursuant to Condition 18 (*Notices*) or at any address for the time being at which service of process may be served on it. Nothing in this Condition 21(d) (*Services of process*) shall affect the right of any Noteholder to serve process in any other manner permitted by law. This Condition applies to Proceedings in England and to Proceedings elsewhere.

(e) ***Waiver of immunity***

To the extent that the Bank may in any jurisdiction claim for itself or its assets or revenues (presently owned or subsequently acquired or generated, and whether related to the Notes or not) immunity from suit, execution, attachment (whether in aid of execution, before judgment or award or otherwise) or other legal process and to the extent that such immunity (whether or not claimed) may be attributed in any such jurisdiction to the Bank or its assets or revenues (presently owned or subsequently acquired or generated, and whether related to the Notes or not), the Bank agrees not to claim and irrevocably waives such immunity to the full extent permitted by the laws of such jurisdiction and, in particular, to the intent that in any Proceedings, including Proceedings in support of arbitration and Proceedings to enforce an award, taken in the County of New York the foregoing waiver of immunity shall have the fullest scope permitted under the United

States Foreign Sovereign Immunities Act of 1976 and is intended to be irrevocable for the purposes of such Act.

FORM OF FINAL TERMS

Set out below is the form of Final Terms which will be completed for each Tranche of Notes issued under the Programme which are not Exempt Notes and which (1) have a denomination of EUR100,000 (or its equivalent in any other currency) or more, and/or (2) are to be admitted to trading only on a UK regulated market, or a specific segment of a UK regulated market, to which only qualified investors (as defined in the UK Prospectus Regulation) have access.

[PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Notes 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 ("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 Directive 2014/65/EU, as amended, ("MiFID II"); or (ii) a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014 as amended, (the "PRIIPs Regulation") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.]¹

[PROHIBITION OF SALES TO UK RETAIL INVESTORS– The Notes 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 United Kingdom ("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 domestic law by virtue of the European Union (Withdrawal) Act 2018 ("EUWA"); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000, as amended (the "FSMA") and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, 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. Consequently no key information document required by Regulation (EU) No. 1286/2014 as it forms part of domestic law by virtue of the EUWA (the "UK PRIIPs Regulation") for offering or selling the Notes or otherwise making them available to retail investors in the United Kingdom has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the United Kingdom may be unlawful under the UK PRIIPs Regulation.]²

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

¹ Include where "Prohibition of Sales to EEA Investors" in Part B is specified as "Applicable".

² Include where "Prohibition of Sales to UK Investors" in Part B is specified as "Applicable".

(by either adopting or refining the manufacturer's target market assessment) and determining appropriate distribution channels.]

[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") – [Notice to be included if classification of the Notes is not "prescribed capital markets products", pursuant to Section 309B of the SFA.]]

Final Terms dated [•]

Gulf International Bank – Saudi Arabia

Legal Entity Identifier (LEI): 558600BYC3HXL0JSVU63

Issue of [Aggregate Principal Amount of Tranche] [Title of Notes]

under the

U.S.\$1,500,000,000

Additional Tier 1 Capital Note 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 Notes (the "**Conditions**") set forth in the Base Prospectus dated 30 October 2025 [and the supplemental Base Prospectus dated [•]] which [together] constitute[s] a base prospectus (the "**Base Prospectus**") for the purposes of [Regulation (EU) 2017/1129, as it forms part of domestic law by virtue of the EUWA (the "**UK Prospectus Regulation**")/[the UK Prospectus Regulation]. This document constitutes the Final Terms of the Notes described herein for the purposes of the UK Prospectus Regulation and must be read in conjunction with the Base Prospectus in order to obtain all the relevant information.]

[Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Notes (the "**Conditions**") set forth in the Base Prospectus dated [original date] [and the supplement to it dated [date]] which are incorporated by reference in the Base Prospectus dated 30 October 2025. This document constitutes the Final Terms of the Notes described herein for the purposes of [Regulation (EU) 2017/1129, as it forms part of domestic law by virtue of the EUWA (the "**UK Prospectus Regulation**")/[the UK Prospectus Regulation] and must be read in conjunction with the Base Prospectus dated 30 October 2025 [and the supplemental Base Prospectus dated [•]] which [together] constitute[s] a base prospectus (the "**Base Prospectus**") for the purposes of the UK Prospectus Regulation, save in respect of the Conditions, in order to obtain all the relevant information.]

Full information on the Bank and the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. Copies of the Base Prospectus and these Final Terms are available for viewing at the market news section of the London Stock Exchange website (www.londonstockexchange.com/exchange/news/market-news/market-news-home.html).

1. Bank: Gulf International Bank – Saudi Arabia
2.

[(i)	Series Number:	[•]
[(ii)	Tranche Number:	[•]
[(iii)	Date on which the Notes become fungible:	[•]/[Not Applicable]
3. Specified Currency or Currencies: [•]

4. Aggregate Principal Amount:

 [(i) Series: [•]]
 [(ii) Tranche: [•]]
5. Issue Price: [•] per cent. of the Aggregate Principal Amount [plus accrued interest from [•]]
6. (i) Specified Denominations: [•]

 (ii) Calculation Amount: [•]
7. (i) Issue Date: [•]

 (ii) Interest Commencement Date: [•]/[Issue Date]/[Not Applicable]
8. [Date [Board] approval for issuance of Notes] obtained: [•]

PROVISIONS RELATING TO INTEREST PAYABLE

9. Initial Rate of Interest: [•] per cent. per annum [payable [annually/semi-annually/quarterly/monthly/[•]] in arrear on each Interest Payment Date]
10. Interest Payment Date(s): [•] [and [•]] in each year
11. Interest Payment Amount: [As per Condition 2(a) (*Definitions*)] / [*specify other*]
12. Interest Period: [As per Condition 2(a) (*Definitions*)] / [*specify other*]
13. First Interest Payment Date: [•]
14. Initial Fixed Coupon Amount[(s)]: [•] per Calculation Amount
15. Fixed Coupon Amount for a short or long Interest Period ("**Broken Amount(s)**"):
 [[•] per Calculation Amount, payable on the Interest Payment Date falling [in]/[on] [•]]/[Not Applicable]
16. Margin: [+/-][•] per cent. per annum
17. Day Count Fraction: [30/360]/[Actual/Actual (ICMA)]
18. Determination Date(s): [[•] in each year]/[Not Applicable]
19. First Reset Date: [•]
20. Reset Date(s): [First Reset Date and every [•] anniversary thereafter]
21. Relevant Reset Rate: [As per Condition 2(a) (*Definitions*)] / [*specify other*]

22. Reset Determination Date: [As per Condition 2(a) (*Definitions*)] / [*specify other*]
23. Mid-Swap Maturity: [•] years
24. First Fallback Reset Rate: [•]
25. Calculation Agent: [Fiscal Agent] / [*specify other*]

PROVISIONS RELATING TO REDEMPTION

26. Par Call Period: [Applicable]/[Not Applicable]
27. First Call Date: [•]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

28. Form of Notes: **Bearer Notes:**
- [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes [on [•] days' notice]/[at any time]/[in the limited circumstances specified in the Permanent Global Note]]
- [Temporary Global Note exchangeable for Definitive Notes in the limited circumstances specified in the Temporary Global Note]
- [Permanent Global Note exchangeable for Definitive Notes [on [•] days' notice]/[at any time]/[in the limited circumstances specified in the Permanent Global Note]]
- [Registered Notes:]**
- [Individual Note Certificates]
- [Global Registered Note exchangeable for Individual Note Certificates [on [•] days' notice]/[at any time]/[in the limited circumstances specified in the Global Registered Note]]
29. Additional Financial Centre(s) or other special provisions relating to payment dates: [Not Applicable]/[•].
30. Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature): [Yes]/[No]

Signed on behalf of
GULF INTERNATIONAL BANK – SAUDI ARABIA:

By:
Duly authorised

By:
Duly authorised

PART B – OTHER INFORMATION

1. LISTING

- (i) Listing and admission to trading: Application [will be/has been] made by the Bank (or on its behalf) for the Notes to be admitted to trading on the London Stock Exchange's Main Market and to the official list of the FCA with effect from [•].
- (ii) Estimate of total expenses related to admission to trading: [•]

2. RATINGS

Ratings: [The Notes to be issued have not been rated]/[The Notes to be issued [have been/are expected to be] rated:]

[S&P: [•]]

[Moody's: [•]]

[Fitch: [•]]

[[]: [•]]

[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/OFFER**

[Save for any fees payable to the [Managers/Dealers], so far as the Bank is aware, no person involved in the issue of the Notes has an interest material to the offer. The [Managers/Dealers] 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 Bank and its affiliates in the ordinary course of business for which they may receive fees.]

4. **DISTRIBUTION**

- (i) Method of distribution: [Syndicated/Non-Syndicated]
- (ii) (A) If syndicated, names of Managers: [Not Applicable/give names]
- (B) Stabilisation Manager(s) (if any): [Not Applicable/give names]
- (iii) If non-syndicated, name of relevant Dealer: [Not Applicable/give names]
- (iv) U.S. Selling Restrictions: [Reg S. Compliance Category [1/2]; TEFRA D/TEFRA C/TEFRA not applicable]
- (v) Additional Selling Restrictions: [Not Applicable/give details]
- (vi) Prohibition of Sales to EEA Retail Investors: [Applicable]/[Not Applicable]
(If the Notes clearly do not constitute "packaged" products, or the Notes do constitute "packaged" products and a key information document will be prepared in the EEA, "Not Applicable" should be specified. If the Notes may constitute "packaged" products and no key information document will be prepared, "Applicable" should be specified.)
- (vii) Prohibition of Sales to UK Retail Investors: [Applicable]/[Not Applicable]
(If the Notes clearly do not constitute "packaged" products, or the Notes do constitute "packaged" products and a key information document will be prepared in the UK, "Not Applicable" should be specified. If the Notes may constitute "packaged" products and no key information document will be prepared, "Applicable" should be specified.)

5. **OPERATIONAL INFORMATION**

- (i) ISIN Code: [•]
- (ii) Common Code: [•]
- (iii) FISN: [[See]/[*include code*], 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]
- (iv) CFI Code: [[See]/[*include code*], 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]
- (v) Names and addresses of additional Paying Agent(s) (if any): [•]/[Not Applicable]
- (vi) Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking S.A. and the relevant Identification number(s): [•]/[Not Applicable]
- (vii) Name and address of Registrar: [•]

6. **REASONS FOR THE OFFER AND ESTIMATED NET PROCEEDS**

- (i) Reasons for the offer: [See "*Use of Proceeds*" in Base Prospectus/*Give details*]
- (ii) Estimated net proceeds: [•]

7. **THIRD PARTY INFORMATION**

[[•] has been extracted from [•]. 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.]

FORM OF PRICING SUPPLEMENT

Set out below is the form of Pricing Supplement which will be completed for each Tranche of Exempt Notes, whatever the denomination of those Notes, issued under the Programme.

[PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Notes 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 ("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 Directive 2014/65/EU (as amended, "**MiFID II**"); or (ii) a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014 as amended (the "**PRIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIPs Regulation.]³

[PROHIBITION OF SALES TO UK RETAIL INVESTORS– The Notes 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 United Kingdom ("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 domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000, as amended (the "**FSMA**") and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, 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. Consequently no key information document required by Regulation (EU) No. 1286/2014 as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.]⁴

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

³ Include where "Prohibition of Sales to EEA Investors" in Part B is specified as "Applicable".

⁴ Include where "Prohibition of Sales to UK Investors " in Part B is specified as "Applicable".

[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") – [Notice to be included if classification of the Notes is not "prescribed capital markets products", pursuant to Section 309B of the SFA.]]

Pricing Supplement dated [•]

THE FCA HAS NEITHER APPROVED NOR REVIEWED THIS PRICING SUPPLEMENT.

Gulf International Bank – Saudi Arabia

Legal Entity Identifier (LEI): 558600BYC3HXL0JSVU63

Issue of [Aggregate Principal Amount of Tranche] [Title of Notes]

under the

U.S.\$1,500,000,000

Additional Tier 1 Capital Note 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 Notes (the "**Conditions**") set forth in the Base Prospectus dated 30 October 2025 [and the supplemental Base Prospectus dated [•]] which [together] constitute[s] a base prospectus (the "**Base Prospectus**"). This document constitutes the Pricing Supplement relating to the issue of Notes described herein and must be read in conjunction with the Base Prospectus.]

[Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Notes (the "**Conditions**") set forth in the Base Prospectus dated [original date] [and the supplement to it dated [date]] which are incorporated by reference in the Base Prospectus dated 30 October 2025. This document constitutes the Pricing Supplement relating to the issue of Notes described herein and must be read in conjunction with the Base Prospectus dated 30 October 2025 [and the supplemental Base Prospectus dated [•]], which [together] constitute[s] a base prospectus (the "**Base Prospectus**"), save in respect of the Conditions.]

Full information on the Bank and the Notes is only available on the basis of the combination of this Pricing Supplement and the Base Prospectus. Copies of the Base Prospectus are available for viewing at the market news section of the London Stock Exchange website (www.londonstockexchange.com/exchange/news/market-news/market-news-home.html).

Any person making or intending to make an offer of the Notes may only do so in circumstances in which no obligation arises for the Bank or any Dealer to publish a prospectus pursuant to Article 3 of [Regulation (EU) 2017/1129, as it forms part of domestic law by virtue of the EUWA (the "**UK Prospectus Regulation**")]/[the UK Prospectus Regulation] or to supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation, in each case, in relation to such offer.

- | | | |
|----|---|--|
| 1. | Bank: | Gulf International Bank – Saudi Arabia |
| 2. | [(i) Series Number: | [•]] |
| | [(ii) Tranche Number: | [•]] |
| | [(iii) Date on which the Notes become fungible: | [•]/[Not Applicable]] |
| 3. | Specified Currency or Currencies: | [•] |
| 4. | Aggregate Principal Amount: | [•] |
| | [(i) Series: | [•]] |
| | [(ii) Tranche: | [•]] |

- | | | |
|----|---|---|
| 5. | Issue Price: | [•] per cent. of the Aggregate Principal Amount
[plus accrued interest from [•]] |
| 6. | (i) Specified Denominations: | [•] |
| | (ii) Calculation Amount: | [•] |
| 7. | (i) Issue Date: | [•] |
| | (ii) Interest Commencement Date: | [•]/[Issue Date]/[Not Applicable] |
| 8. | [Date [Board] approval for issuance of Notes] obtained: | [•] |

PROVISIONS RELATING TO INTEREST PAYABLE

- | | | |
|-----|--|--|
| 9. | Initial Rate of Interest: | [•] per cent. per annum [payable [annually/semi-annually/quarterly/monthly/[•]] in arrear on each Interest Payment Date] |
| 10. | Interest Payment Date(s): | [•] [and [•]] in each year |
| 11. | Interest Payment Amount: | [As per Condition 2(a) (<i>Definitions</i>)] / [specify other] |
| 12. | Interest Period: | [As per Condition 2(a) (<i>Definitions</i>)] / [specify other] |
| 13. | First Interest Payment Date: | [•] |
| 14. | Initial Fixed Coupon Amount[(s)]: | [•] per Calculation Amount |
| 15. | Fixed Coupon Amount for a short or long Interest Period (" Broken Amount(s) "): | [[•] per Calculation Amount, payable on the Interest Payment Date falling [in]/[on] [•]]/[Not Applicable] |
| 16. | Margin: | [+/-][•] per cent. per annum |
| 17. | Day Count Fraction: | [30/360]/[Actual/Actual (ICMA)] |
| 18. | Determination Date(s): | [[•] in each year]/[Not Applicable] |
| 19. | First Reset Date: | [•] |
| 20. | Reset Date(s): | [First Reset Date and every [•] anniversary thereafter] |
| 21. | Relevant Reset Rate: | [As per Condition 2(a) (<i>Definitions</i>)] / [specify other] |
| 22. | Reset Determination Date: | [As per Condition 2(a) (<i>Definitions</i>)] / [specify other] |
| 23. | Mid-Swap Maturity: | [•] years |
| 24. | First Fallback Reset Rate: | [•] |
| 25. | Calculation Agent: | [Fiscal Agent] / [specify other] |

PROVISIONS RELATING TO REDEMPTION

- | | | |
|-----|------------------|-------------------------------|
| 26. | Par Call Period: | [Applicable]/[Not Applicable] |
|-----|------------------|-------------------------------|

27. First Call Date: [•]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

28. Form of Notes:

Bearer Notes:

[Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes [on [•] days' notice]/[at any time]/[in the limited circumstances specified in the Permanent Global Note]]

[Temporary Global Note exchangeable for Definitive Notes in the limited circumstances specified in the Temporary Global Note]

[Permanent Global Note exchangeable for Definitive Notes [on [•] days' notice]/[at any time]/[in the limited circumstances specified in the Permanent Global Note]]

[Registered Notes:]

[Individual Note Certificates]

[Global Registered Note exchangeable for Individual Note Certificates [on [•] days' notice]/[at any time]/[in the limited circumstances specified in the Global Registered Note]]

29. Additional Financial Centre(s) or other special provisions relating to payment dates:

[Not Applicable]/[•].

30. Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature):

[Yes]/[No]

Signed on behalf of
GULF INTERNATIONAL BANK – SAUDI ARABIA:

By:
Duly authorised

By:
Duly authorised

PART B – OTHER INFORMATION

1. LISTING

- (i) Listing and admission to trading: Application [will be/has been] made by the Bank (or on its behalf) for the Notes to be admitted to trading on the London Stock Exchange's Main Market and to the official list of the FCA with effect from [•].
- (ii) Estimate of total expenses related to admission to trading: [•]

2. RATINGS

Ratings: [The Notes to be issued have not been rated]/The Notes to be issued [have been/are expected to be] rated:]

[S&P: [•]]

[Moody's: [•]]

[Fitch: [•]]

[[]: [•]]

[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/OFFER**

[Save for any fees payable to the [Managers/Dealers], so far as the Bank is aware, no person involved in the issue of the Notes has an interest material to the offer. The [Managers/Dealers] 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 Bank and its affiliates in the ordinary course of business for which they may receive fees.]

4. **DISTRIBUTION**

- | | | |
|-------|---|--|
| (i) | Method of distribution: | [Syndicated/Non-Syndicated] |
| (ii) | (A) If syndicated, names of Managers: | [Not Applicable/give names] |
| | (B) Stabilisation Manager(s) (if any): | [Not Applicable/give names] |
| (iii) | If non-syndicated, name of relevant Dealer: | [Not Applicable/give names] |
| (iv) | U.S. Selling Restrictions: | [Reg S. Compliance Category [1/2]; TEFRA D/TEFRA C/TEFRA not applicable] |
| (v) | Additional Selling Restrictions: | [Not Applicable/give details] |
| (vi) | Prohibition of Sales to EEA Retail Investors: | [Applicable]/[Not Applicable]
<i>(If the Notes clearly do not constitute "packaged" products, or the Notes do constitute "packaged" products and a key information document will be prepared in the EEA, "Not Applicable" should be specified. If the Notes may constitute "packaged" products and no key information document will be prepared, "Applicable" should be specified.)</i> |
| (vii) | Prohibition of Sales to UK Retail Investors: | [Applicable]/[Not Applicable]
<i>(If the Notes clearly do not constitute "packaged" products, or the Notes do constitute "packaged" products and a key information document will be prepared in the UK, "Not Applicable" should be specified. If the Notes may constitute "packaged" products and no key information document will be prepared, "Applicable" should be specified.)</i> |

5. **OPERATIONAL INFORMATION**

- (i) ISIN Code: [•]
- (ii) Common Code: [•]
- (iii) FISN: [[See]/[*include code*], 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]
- (iv) CFI Code: [[See]/[*include code*], 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]
- (v) Names and addresses of additional Paying Agent(s) (if any): [•]/[Not Applicable]
- (vi) Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking S.A. and the relevant Identification number(s): [•]/[Not Applicable]
- (viii) Name and address of Registrar: [•]

6. **REASONS FOR THE OFFER AND ESTIMATED NET PROCEEDS**

- (i) Reasons for the offer: [See "*Use of Proceeds*" in Base Prospectus/*Give details*]
- (ii) Estimated net proceeds: [•]

7. **THIRD PARTY INFORMATION**

[[•] has been extracted from [•]. 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.]

SUMMARY OF PROVISIONS RELATING TO THE NOTES WHILE IN GLOBAL FORM

Clearing System Accountholders

In relation to any Tranche of Notes represented by a Global Note in bearer form, references in "*Terms and Conditions of the Notes*" to "**Noteholder**" are references to the bearer of the relevant Global Note which, for so long as the Global Note is held by a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, will be that depositary or common depositary.

In relation to any Tranche of Notes represented by a Global Registered Note, references in "*Terms and Conditions of the Notes*" to "**Noteholder**" are references to the person in whose name such Global Registered Note is for the time being registered in the Register which, for so long as the Global Registered Note is held by or on behalf of a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, will be that depositary or common depositary or a nominee for that depositary or common depositary.

Exchange of Temporary Global Notes

Whenever any interest in a Temporary Global Note is to be exchanged for an interest in a Permanent Global Note, the Bank shall procure:

- (a) in the case of first exchange, the prompt delivery (free of charge to the bearer) of such Permanent Global Note, duly authenticated, to the bearer of the Temporary Global Note; or
- (b) in the case of any subsequent exchange, an increase in the principal amount of such Permanent Global Note in accordance with its terms,

in each case in an aggregate principal amount equal to the aggregate of the principal amounts specified in the certificates issued by Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and received by the Fiscal Agent against presentation and (in the case of final exchange) surrender of the Temporary Global Note to or to the order of the Fiscal Agent within seven days of the bearer requesting such exchange.

Whenever a Temporary Global Note is to be exchanged for Definitive Notes, the Bank shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the applicable Final Terms or the applicable Pricing Supplement (as the case may be)), in an aggregate principal amount equal to the principal amount of the Temporary Global Note to the bearer of the Temporary Global Note against the surrender of the Temporary Global Note to or to the order of the Fiscal Agent within 30 days of the bearer requesting such exchange.

If:

- (a) a Permanent Global Note has not been delivered or the principal amount thereof increased by 5.00 p.m. (London time) on the seventh day after the bearer of a Temporary Global Note has requested exchange of an interest in the Temporary Global Note for an interest in a Permanent Global Note; or
- (b) Definitive Notes have not been delivered by 5.00 p.m. (London time) on the thirtieth day after the bearer of a Temporary Global Note has requested exchange of the Temporary Global Note for Definitive Notes; or
- (c) a Temporary Global Note (or any part thereof) has become due and payable in accordance with the Conditions of the Notes or the date for final redemption of a Temporary Global Note has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the bearer of the Temporary Global Note in accordance with the terms of the Temporary Global Note on the due date for payment,

then, at 5.00 p.m. (London time) on such seventh day (in the case of (a) above) or at 5.00 p.m. (London time) on such thirtieth day (in the case of (b) above) or at 5.00 p.m. (London time) on such due date (in the case of (c) above), the bearer of the Temporary Global Note will become entitled to proceed directly against the Bank on, and subject to, the terms of the Deed of Covenant and the bearer of the Temporary Global

Note will have no further rights thereunder (but without prejudice to the rights which the bearer of the Temporary Global Note or others may have under the Deed of Covenant). Under the Deed of Covenant, persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to an interest in a Temporary Global Note will acquire directly against the Bank all those rights to which they would have been entitled if, immediately before the bearer of the Temporary Global Note ceased to have rights under such Temporary Global Note, they had been the holders of Definitive Notes in an aggregate principal amount equal to the principal amount of Notes they were shown as holding in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system.

Exchange of Permanent Global Notes

Whenever a Permanent Global Note is to be exchanged for Definitive Notes, the Bank shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the applicable Final Terms or the applicable Pricing Supplement (as the case may be)), in an aggregate principal amount equal to the principal amount of the Permanent Global Note to the bearer of the Permanent Global Note against the surrender of the Permanent Global Note to or to the order of the Fiscal Agent within 30 days of the bearer requesting such exchange.

If:

- (a) Definitive Notes have not been delivered by 5.00 p.m. (London time) on the thirtieth day after the bearer of a Permanent Global Note has duly requested exchange of the Permanent Global Note for Definitive Notes; or
- (b) a Permanent Global Note was originally issued in exchange for part only of a temporary global note representing the relevant Notes and the bearer of such temporary global note ceases to have rights under it in accordance with its terms; or
- (c) a Permanent Global Note (or any part of it) has become due and payable in accordance with the Conditions of the Notes or the date for final redemption of the Notes has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the bearer of the Permanent Global Note in accordance with the terms of the Permanent Global Note on the due date for payment,

then, at 5.00 p.m. (London time) on such thirtieth day (in the case of (a) above) or at 5.00 p.m. (London time) on the date on which the bearer of such temporary global note ceases to have rights under it (in the case of (b) above) or at 5.00 p.m. (London time) on such due date (in the case of (c) above), the bearer of the Permanent Global Note will become entitled to proceed directly against the Bank on, and subject to, the terms of the Deed of Covenant and the bearer of the Permanent Global Note will have no further rights thereunder (but without prejudice to the rights which the bearer of the Permanent Global Note or others may have under the Deed of Covenant). Under the Deed of Covenant, persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to an interest in a Permanent Global Note will acquire directly against the Bank all those rights to which they would have been entitled if, immediately before the bearer of the Permanent Global Note ceased to have rights under such Permanent Global Note, they had been the holders of Definitive Notes in an aggregate principal amount equal to the principal amount of Notes they were shown as holding in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system.

Exchange of Global Registered Notes

Whenever a Global Registered Note is to be exchanged for Individual Note Certificates, the Bank shall procure that Individual Note Certificates will be issued in an aggregate principal amount equal to the principal amount of the Global Registered Note within five business days of the delivery, by or on behalf of the holder of the Global Registered Note to the Registrar of such information as is required to complete and deliver such Individual Note Certificates (including, without limitation, the names and addresses of the persons in whose names the Individual Note Certificates are to be registered and the principal amount of each such person's holding) against the surrender of the Global Registered Note at the specified office of the Registrar. Such exchange will be effected in accordance with the provisions of the Agency Agreement and the regulations concerning the transfer and registration of Notes scheduled thereto and, in particular, shall be effected without charge to any holder, but against such indemnity as the Registrar may require in

respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such exchange.

If:

- (a) Individual Note Certificates have not been delivered by 5.00 p.m. (London time) on the thirtieth day after they are due to be issued and delivered in accordance with the terms of the Global Registered Note; or
- (b) any of the Notes represented by a Global Registered Note (or any part of it) has become due and payable in accordance with the Conditions of the Notes or the date for final redemption of the Notes has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the holder of the Global Registered Note in accordance with the terms of the Global Registered Note on the due date for payment,

then, at 5.00 p.m. (London time) on such thirtieth day (in the case of (a) above) or at 5.00 p.m. (London time) on such due date (in the case of (b) above), the holder of the Global Registered Note will become entitled to proceed directly against the Bank on, and subject to, the terms of the Deed of Covenant and the holder of the Global Registered Note will have no further rights thereunder (but without prejudice to the rights which the holder of the Global Registered Note or others may have under the Deed of Covenant). Under the Deed of Covenant, persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to an interest in a Global Registered Note will acquire directly against the Bank all those rights to which they would have been entitled if, immediately before the holder of the Global Registered Note ceased to have rights under such Global Registered Note, they had been the holders of Individual Note Certificates in an aggregate principal amount equal to the principal amount of Notes they were shown as holding in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system.

Conditions applicable to Global Notes and Global Registered Notes

Each Global Note and Global Registered Note will contain provisions which modify the Conditions of the Notes as they apply to the Global Note or Global Registered Note. The following is a summary of certain of those provisions:

Payments

All payments in respect of the Global Note or Global Registered Note which, according to the Conditions of the Notes, require presentation and/or surrender of a Note, Note Certificate or Coupon will be made against presentation and (in the case of payment of principal in full with all interest accrued thereon) surrender of the Global Note or Global Registered Note to or to the order of any Paying Agent and will be effective to satisfy and discharge the corresponding liabilities of the Bank in respect of the Notes. On each occasion on which a payment of principal or interest is made in respect of the Global Note, the Bank shall procure that the payment is noted in a schedule thereto.

Calculation of interest

The calculation of any interest amount in respect of any Note which is represented by a Global Note or Global Registered Note will be calculated on the aggregate outstanding principal amount of the Notes represented by such Global Note or Global Registered Note, as the case may be, and not by reference to the Calculation Amount.

Notices

Notwithstanding Condition 18 (*Notices*), while all the Notes are represented by a Permanent Global Note (or by a Permanent Global Note and/or a Temporary Global Note) or a Global Registered Note and the Permanent Global Note is (or the Permanent Global Note and/or the Temporary Global Note are), or the Global Registered Note is, deposited with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, notices to Noteholders may be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and, in any case, such notices shall be deemed to have been given to the Noteholders in accordance with Condition 18 (*Notices*) on the date of delivery to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system.

USE OF PROCEEDS

The net proceeds from each issue of Notes will be applied by the Bank to improve its Tier 1 capital and for its general corporate purposes. If, in respect of an issue, there is a particular identified use of proceeds, this will be stated in the applicable Final Terms.

SELECTED FINANCIAL INFORMATION

The financial information presented below has been extracted from the Financial Statements or calculated based on information derived from the Financial Statements. The financial information presented below should be read in conjunction with, and is qualified in its entirety by reference to, the Financial Statements, which are incorporated by reference in this Base Prospectus. See also "*Presentation of financial and other information*" and "*Summary of operating performance and financial review*" elsewhere in this Base Prospectus. Financial information as at 30 June 2025 and for the six-month periods ended 30 June 2025 and 30 June 2024 is unaudited.

Interim condensed consolidated statement of financial position of the Bank as at 30 June 2025 and consolidated statement of financial position of the Bank as at 31 December in each of 2024, 2023 and 2022

	As at 30 June	As at 31 December		
	2025	2024	2023	2022
	(SAR thousand)			
ASSETS				
Cash and balances with Saudi Central Bank (SAMA).....	4,906,944	7,669,915	6,667,497	5,150,826
Due from banks and other financial institutions, net	5,630,378	6,870,653	2,365,409	4,534,002
Investments, net	12,796,875	10,320,339	9,105,539	6,792,402
Positive fair value of derivatives.....	167,215	273,838	316,414	417,480
Loans and advances, net	34,686,329	31,770,514	27,299,961	24,790,737
Other assets.....	893,062	725,676	698,686	456,165
Property, equipment and software, net ⁽¹⁾ ...	455,137	—	—	—
Property, furniture, fixtures and equipment, net ⁽¹⁾	—	289,976	58,668	51,541
Right of use assets, net ⁽¹⁾	—	—	—	184,629
Intangible assets, net ⁽¹⁾	—	144,192	90,608	49,287
Total assets	59,535,940	58,065,103	46,602,782	42,427,069
LIABILITIES AND EQUITY				
Liabilities				
Due to banks, SAMA and other financial institutions ⁽²⁾	11,384,023	7,465,343	3,856,211	4,188,042
Customers' deposits	37,331,499	39,028,889	32,105,619	29,595,010
Negative fair value of derivatives	162,771	188,341	250,613	331,559
Subordinated debt	1,503,395	1,503,726	1,504,072	—
Other liabilities ⁽³⁾	1,177,624	2,057,244	1,386,476	886,948
Lease liabilities	—	—	—	193,740
Total liabilities	51,559,312	50,243,543	39,102,991	35,195,299
Equity				
Share capital	7,500,000	7,500,000	7,500,000	7,500,000
Statutory reserve	87,084	87,084	1,753	1,753
Fair value reserve.....	(8,307)	(10,194)	(2,482)	16,163
Retained earnings/(accumulated losses) ..	397,851	244,670	520	(286,146)
Total equity	7,976,628	7,821,560	7,499,791	7,231,770
Total liabilities and equity	59,535,940	58,065,103	46,602,782	42,427,069

Notes:

- (1) In the Interim Financial Statements, the Group presented 'Property, equipment and software, net' as a single line item compared to the presentation of three separate line items in the Annual Financial Statements.
- (2) In the 2023 Financial Statements, this line item was 'Due to banks and other financial institutions'.
- (3) In the Interim Financial Statements and the 2024 Financial Statements, lease liabilities were reclassified to other liabilities.

Interim condensed consolidated statement of income for the six-month periods ended 30 June in each of 2025 and 2024 and consolidated statement of income for each of 2024, 2023 and 2022

	Six months ended 30 June		Year ended 31 December		
	2025	2024	2024	2023	2022
			(SAR thousand)		
Special commission income.....	1,531,076	1,416,718	2,899,916	2,638,973	1,213,782
Special commission expense	(1,057,863)	(951,211)	(1,928,303)	(1,715,633) ⁽¹⁾	(574,549)
Net special commission income.....	473,213	465,507	971,613	923,340 ⁽¹⁾	639,233
Fee and commission income.....	204,663	196,487	381,907	306,666	257,348
Fee and commission expense....	(17,895)	(31,534)	(49,985)	(19,132)	(17,022)
Net fee and commission income	186,768	164,953	331,922	287,534	240,326
Exchange income, net.....	39,869	26,227	74,517	76,771	71,091
Gain on FVSI instruments ⁽²⁾	22,015	32,057	49,013	57,245	(1,987)
(Loss)/gain on other financial instruments ⁽³⁾	(6,095)	(12,456)	(8,123)	11,411	26,788
Dividend income.....	452	775	1,433	3,977	11,552
Other operating income	16,555	22,684	45,864	2,221	11,378
Total operating income	732,777	699,747	1,466,239	1,362,499 ⁽¹⁾	998,381
Salaries and employees related expenses.....	(286,549)	(277,861)	(553,363)	(511,962)	(426,898)
Rent and premises related expenses.....	(6,578)	(6,336)	(14,203)	(12,608)	(8,249)
Depreciation and amortisation ..	(34,113)	(31,763)	(68,801)	(61,877)	(60,763)
Other general and administrative expenses	(122,337)	(169,089)	(273,481)	(317,662) ⁽¹⁾	(253,593)
Operating expenses before expected credit losses	(449,577)	(485,049)	(909,848)	(904,109) ⁽¹⁾	(749,503)
Expected credit losses/(reversal) on:					
Loans and advances	(99,816)	(33,347)	(118,020)	(168,549)	(92,496)
Financial contingencies and commitments	2,779	(16,283)	(15,837)	(20,867)	(3,142)
Investments and placements	(2,321)	(20)	(425)	(1,362)	(174)
Total expected credit losses	(99,358)	(49,650)	(134,282)	(190,778)	(95,812)
Total operating expenses	(548,935)	(534,699)	(1,044,130)	(1,094,887) ⁽¹⁾	(845,315)
Income for the period/year before zakat ⁽⁴⁾	183,842	165,048	422,109	267,612	153,066
Zakat charge	(30,661)	(31,850)	(80,784)	(47,136)	(22,054)
Net income for the period/year .	153,181	133,198	341,325	220,476	131,012

Notes:

- (1) These numbers are reclassified numbers derived from the 2024 Financial Statements. See "*Summary of operating performance and financial review – Financial Highlights*".
- (2) This line item was 'Gain on investments held at FVSI, net' in the 2024 Financial Statements and 'Gain/(loss) on investments held at FVSI, net' in the 2023 Financial Statements.
- (3) This line item was '(Loss)/gain on other financial instruments, net' in the 2024 Financial Statements and 'Gain on other financial instruments, net' in the 2023 Financial Statements.
- (4) This line item was 'Net income for the year before zakat' in the Annual Financial Statements.

SUMMARY OF OPERATING PERFORMANCE AND FINANCIAL REVIEW

Set out below is a brief discussion of the Bank's consolidated operating performance and financial position as at, and for the years ended, 31 December in each of 2024, 2023 and 2022. Certain consolidated statement of income figures for the year ended 31 December 2023 in the 2023 Financial Statements were reclassified in the comparative financial information for 2023 in the 2024 Financial Statements. For greater comparability, when comparing consolidated statement of income financial information for 2024 against consolidated statement of income financial information for 2023, the comparative consolidated statement of income financial information for 2023 in the 2024 Financial Statements has been used and when comparing consolidated statement of income financial information for 2023 against consolidated statement of income financial information for 2022, the consolidated statement of income financial information for 2023 in the 2023 Financial Statements has been used.

FINANCIAL HIGHLIGHTS

The following tables contain certain financial highlights for the Bank as at and for the years ended 31 December 2024, 31 December 2023 (in the case of consolidated statement of income financial information derived from the comparative financial information for 2023 included in the 2024 Financial Statements and identified as "reclassified"), 31 December 2023 (in the case of consolidated statement of income financial information derived from the financial information for 2023 in the 2023 Financial Statements and identified as "original") and 31 December 2022.

	For the year ended 31 December			
	2024	2023	2023	2022
		Reclassified	original	
		(SAR million)		
Net special commission income.....	971.6	923.3	910.3	639.2
Total operating income	1,466.2	1,362.5	1,349.5	998.4
Total operating expenses before expected credit losses.....	909.9	904.1	891.1	749.5
Total expected credit losses	(134.2)	(190.8)	(190.8)	(95.8)
Total operating expenses	(1,044.1)	(1,094.9)	(1,081.9)	(845.3)
Net income for the year	341.3	220.5	220.5	131.0

	As at 31 December		
	2024	2023	2022
Loans and advances, net	31,770.5	27,300.0	24,790.7
Investments, net ⁽¹⁾	10,320.3	9,105.5	6,792.4
Total assets	58,065.1	46,602.8	42,427.1
Total deposits ⁽²⁾	46,494.2	35,961.8	33,783.1
Total liabilities.....	50,243.5	39,103.0	35,195.3
Total equity.....	7,821.6	7,499.8	7,231.8

Notes:

- (1) Comprises investments held at amortised cost, net; investments held at fair value through other comprehensive income; and investments held at fair value through statement of income.
- (2) Total deposits comprise customers' deposits and due to banks, SAMA and other financial institutions. In the 2023 Financial Statements, 'due to banks, SAMA and other financial institutions' was referred to as 'due to banks and other financial institutions'.

The following table shows the Bank's total capital adequacy ratio and Tier 1 capital adequacy ratio calculated in accordance with SAMA Basel III guidelines as at 31 December 2024, 31 December 2023 and 31 December 2022.

	As at 31 December		
	2024	2023	2022
		(per cent)	
Total capital adequacy ratio	18.37	20.83	20.20
Tier 1 capital adequacy ratio.....	14.75	16.76	19.52

OPERATING PERFORMANCE

Total operating income

2024 and 2023 compared

The Bank's total operating income increased by SAR 103 million, or 7.6 per cent., to SAR 1,466 million in 2024 from SAR 1,363 million in 2023.

This increase was driven by:

- an SAR 48 million, or 5.3 per cent., increase in net special commission income in 2024 compared to 2023 which reflected an SAR 261 million, or 9.9 per cent., increase in special commission income, offset by an SAR 213 million, or 12.4 per cent., increase in special commission expense. The increase in special commission income reflected SAR 259 million, or 14.2 per cent., higher special commission income on loans and advances and SAR 106 million, or 30.0 per cent., higher special commission income on investments (in each case principally due to increased business volumes), offset by a SAR 104 million, or 22.9 per cent., lower special commission income on due from banks and other financial institutions, principally reflecting a decline in average volume of placements with banks and other financial institutions. The increase in special commission expense reflected SAR 236 million higher special commission expense on due to banks and other financial institutions due to higher average volumes of placements by banks and other financial institutions and SAR 108 million higher special commission expense on subordinated debt due to the issuance of Tier II sukuk in the last quarter of 2023, which were offset by SAR 131 million, or 7.7 per cent., lower special commission expense on customers' deposits due to an increase in average current and savings account customers' deposits;
- an SAR 44 million, or 15.4 per cent., increase in net fee and commission income in 2024 compared to 2023 which reflected an SAR 75 million, or 24.4 per cent., increase in fee and commission income offset by an SAR 31 million, or 161.7 per cent., increase in fee and commission expense. The increase in fee and commission income was driven by higher fee income from interchange fees and other banking services and the increase in fee and commission expense principally related to the Bank's loyalty programme; and
- an SAR 44 million increase in other operating income from SAR 2 million in 2023 to SAR 46 million in 2024. Other operating income mainly consists of recoveries on previously written-off assets that had previously been either written off or transferred to the memorandum records.

2023 and 2022 compared

The Bank's total operating income increased by SAR 351 million, or 35.2 per cent., to SAR 1,350 million in 2023 from SAR 998 million in 2022.

This increase was driven by:

- an SAR 271 million, or 42.4 per cent., increase in net special commission income in 2023 compared to 2022 which reflected an SAR 1,425 million, or 117.4 per cent., increase in special commission income offset by an SAR 1,154 million, or 200.9 per cent., increase in special commission expense. The increase in special commission income reflected SAR 926 million, or 102.4 per cent., higher special commission income on loans and advances which was due to increases in both the volumes of loans and advances and in market interest rates as well as an SAR 294 million, or 181.6 per cent., increase in special commission income on due from banks and other financial institutions and an SAR 206 million, or 138.7 per cent., increase in special commission income on investments held at amortised cost, in each case principally due to increases in both the volumes of these investments and in market interest rates. The increase in special commission expense was mainly driven by an SAR 1,139 million, or 205.3 per cent., increase in special commission expense on customers' deposits, which was due to increases in both the volumes of customers' deposits and in market interest rates;

- an SAR 59 million increase in gain on investments held at FVSI, net, from a loss of SAR 2 million in 2022 to a gain of SAR 57 million in 2023, reflecting improved market conditions; and
- an SAR 47 million, or 19.6 per cent., increase in net fee and commission income in 2023 compared to 2022 which reflected an SAR 49 million, or 19.2 per cent., increase in fee and commission income offset by an SAR 2 million, or 12.4 per cent., increase in fee and commission expense. The increase in fee and commission income was driven by higher fee income from loan management fees and from other banking services.

Total operating expenses before expected credit losses

The Bank's total operating expenses before expected credit losses comprise its salaries and employees' related expenses, rent and premises related expenses, depreciation and amortisation and other general and administrative expenses.

The Bank's total operating expenses before expected credit losses increased by SAR 6 million, or 0.7 per cent., to SAR 910 million in 2024 from SAR 904 million in 2023. This increase mainly reflected SAR 41.4 million, or 8.0 per cent., higher salaries and employees' related expenses due to an increase in staff numbers. Other operating expenses also increased, including depreciation and amortisation expenses which increased by SAR 7 million, or 11.0 per cent. These increases were partly offset by an SAR 44 million, or 14.0 per cent., decrease in other general and administrative expenses due to the implementation of a new cost allocation methodology.

The Bank's total operating expenses before expected credit losses increased by SAR 142 million, or 18.9 per cent., to SAR 891 million in 2023 from SAR 750 million in 2022. This increase principally reflected SAR 85 million, or 19.9 per cent., higher salaries and employees' related expenses due to increased staff numbers and SAR 51 million, or 20.1 per cent., higher other general and administrative expenses due to higher overall business volumes.

Total expected credit losses

The Bank's total expected credit losses principally comprise its expected credit losses on loans and advances, financial contingencies and commitments and investments.

The Bank's total expected credit losses amounted to SAR 134 million in 2024 compared to SAR 191 million in 2023 and SAR 96 million in 2022, a decrease of SAR 57 million, or 29.8 per cent., in 2024 compared to 2023 and an increase of SAR 95 million, or 99.0 per cent., in 2023 compared to 2022.

The SAR 57 million decrease in total expected credit losses in 2024 compared to 2023 principally reflected an SAR 51 million, or 30.0 per cent., decrease in expected credit losses on loans and advances over the same period which reflected decreases in IFRS 9 stage 3 customer provisions.

The SAR 95 million increase in total expected credit losses in 2023 compared to 2022 principally reflected an SAR 77 million, or 83.7 per cent., increase in expected credit losses on loans and advances over the same period which reflected increases in IFRS 9 stage 3 customer provisions. In addition, expected credit losses on financial contingencies and commitments increased by SAR 18 million from SAR 3 million in 2022 to SAR 21 million in 2023. This also reflected an increase in IFRS 9 stage 3 customer provisions.

Net income for the year

Reflecting the above factors and the Bank's zakat charge in each year, the Bank's net income for the year increased by SAR 121 million, or 55.0 per cent., to SAR 341 million in 2024 from SAR 220 million in 2023 and increased by SAR 89 million, or 68.3 per cent., in 2023 from SAR 131 million in 2022.

FINANCIAL POSITION

Assets

The Bank's total assets increased by SAR 11,462 million, or 24.6 per cent., to SAR 58,065 million as at 31 December 2024 from SAR 46,603 million as at 31 December 2023. The main drivers for this increase were (i) an SAR 4,471 million, or 16.4 per cent., increase in loans and advances, net and (ii) an SAR 4,505 million, or 190.5 per cent., increase in due from banks and other financial institutions, net.

The Bank's total assets increased by SAR 4,176 million, or 9.8 per cent., to SAR 46,603 million as at 31 December 2023 from SAR 42,427 million as at 31 December 2022. The main drivers for this increase were (i) an SAR 2,509 million, or 10.1 per cent., increase in loans and advances, net and (ii) an SAR 2,313 million, or 34.1 per cent., increase in investments, net, with the main offsetting factor being an SAR 2,169 million, or 47.8 per cent., decrease in due from banks and other financial institutions, net.

Loans and advances, net

The Bank's loans and advances, net are its principal asset class, comprising 54.7 per cent. of the Bank's total assets as at 31 December 2024.

The table below shows the Bank's loans and advances, gross by customer category, allowance for expected credit losses and loans and advances, net as at 31 December 2024.

	As at 31 December 2024			
	Commercial	Overdrafts	Retail	Total
	(SAR '000s)			
Performing loans and advances	30,233,320	802,808	942,218	31,978,346
Non-performing loans and advances	527,462	—	14,729	542,191
Loans and advances, gross.....	30,760,782	802,808	956,947	32,520,537
Less: allowance for expected credit losses	(715,405)	(1,411)	(33,207)	(750,023)
Loans and advances, net	30,045,377	801,397	923,740	31,770,514

The Bank's loans and advances to customers are principally denominated in riyal and U.S. dollars. The Bank believes that there is only limited structural cross-currency exposure as most of the Bank's assets and liabilities are match-funded in currency terms. In addition, the Bank hedges a part of its currency exposure using derivative contracts.

The table below summarises the maturity profile of the Bank's loans and advances, net as at 31 December 2024. The maturities have been determined according to when the loans and advances to customers are expected to be recovered or settled.

	Within 3 months	3 to 12 months	1 to 5 years	Over 5 years	Total
	(SAR '000s)				
As at 31 December 2024					
Overdraft	801,397	—	—	—	801,397
Credit card	109,516	—	—	—	109,516
Consumer loans	1,298	11,029	532,275	269,622	814,224
Commercial loans	4,343,818	1,547,213	22,788,425	1,365,921	30,045,377
Loans and advances, net...	5,256,029	1,558,242	23,320,700	1,635,543	31,779,514

As at 31 December 2024, 16.5 per cent. of the Bank's loans and advances to customers had an expected remaining maturity of less than three months, with 21.4 per cent. having an expected remaining maturity of less than one year.

As at 31 December 2024, all the Bank's loans and advances, net were in Saudi Arabia. For a table showing the sectoral breakdown of the Bank's loans and advances as at 31 December 2024, see note 8(g) to the 2024 Financial Statements.

Investments, net

The Bank's investments, net comprised 17.8 per cent. of its total assets as at 31 December 2024.

The Bank's investments, net comprise (i) a portfolio of debt securities held at amortised cost; (ii) a portfolio of debt and equity investments held at FVOCI; and (iii) a portfolio of mutual funds and equity investments held at FVTPL.

The table below shows the Bank's investment securities by accounting classification as at 31 December 2024.

	FVOCI	FVTPL/FVSI	Amortised cost	Total
		(SAR '000s)		
Debt securities	368,889	—	9,546,700	9,915,589
Equity securities	28,741	15,259	—	44,000
Mutual funds.....	—	363,472	—	363,472
Less: Expected credit losses ..	—	—	(2,722)	(2,722)
	397,630	378,731	9,543,978	10,320,339

For further information on the Bank's investment securities as at 31 December 2024, see note 6 to the 2024 Financial Statements.

Liabilities

The Bank's total liabilities increased by SAR 11,141 million, or 28.5 per cent., to SAR 50,244 million as at 31 December 2024 from SAR 39,103 million as at 31 December 2023. The main drivers for this increase were (i) an SAR 6,923 million, or 21.6 per cent., increase in customers' deposits and (ii) an SAR 3,609 million, or 93.6 per cent., increase in due to banks, SAMA and other financial institutions.

The Bank's total liabilities increased by SAR 3,908 million, or 11.1 per cent., to SAR 39,103 million as at 31 December 2023 from SAR 35,195 million as at 31 December 2022. The main drivers for this increase were (i) an SAR 2,511 million, or 8.5 per cent., increase in customers' deposits and (ii) SAR 1,504 million in subordinated debt issued during the last quarter of 2023.

The Bank's principal liability class is its customers' deposits, which comprised 77.7 per cent. of its total liabilities as at 31 December 2024.

Customers' deposits

The Bank's customers' deposits principally comprise demand deposits and time deposits. The Bank's demand deposits are mostly special commission-bearing and amounts may be withdrawn from these accounts at any time without notice. Time deposits pay special commission and have a fixed maturity date.

The Bank believes that its deposits from customers are diversified and constitute a stable and secure source of low-cost funding.

The table below shows the maturity breakdown of the Bank's customers' deposits as at 31 December 2024 based on the remaining undiscounted contractual maturities.

	Within 3 months	3 to 12 months	1 to 5 years	On demand	Total
			(SAR '000s)		
Demand deposits.....				22,057,266	22,057,266
Time deposits.....	10,156,762	3,531,423	1,590,575		15,278,760
Saving deposits				453,448	453,448
Margin deposits				1,239,415	1,239,415

Total customers' deposits	10,156,762	3,531,423	1,590,575	23,750,129	39,028,889
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As at 31 December 2024, 86.9 per cent. of the Bank's deposits from customers had a remaining undiscounted contractual maturity of less than three months (including on demand deposits), with 95.9 per cent. having a remaining undiscounted contractual maturity of less than one year (including on demand deposits).

For information on the geographical breakdown of the Bank's customers' deposits as at 31 December 2024, see note 32.1 to the 2024 Financial Statements.

RECENT DEVELOPMENTS

Interim Financial Information

On 1 September 2025, the Bank published the Interim Financial Information. Investors should not rely on interim results as being indicative of the results the Bank may achieve for the full year.

Total operating income

The Bank's total operating income increased by SAR 33 million, or 4.7 per cent., to SAR 733 million in the six months ended 30 June 2025 from SAR 700 million in the comparable period of 2024.

This increase was principally driven by:

- an SAR 22 million, or 13.2 per cent., increase in net fee and commission income in the six months ended 30 June 2025 compared to the comparable period of 2024 which reflected an SAR 14 million, or 43.8 per cent., decrease in fee and commission expenses (which was driven by lower loyalty expenses related to the retail business) and an SAR 8 million, or 4.2 per cent., increase in fee and commission income (which was driven by an overall increase in business); and
- an SAR 14 million, or 53.8 per cent., increase in exchange income, net in the six months ended 30 June 2025 compared to the comparable period of 2024 which reflected an increase in spreads related to the SAR/U.S.\$ currency pair.

Operating expenses before expected credit losses

The Bank's operating expenses before expected credit losses decreased by SAR 35 million, or 7.3 per cent., to SAR 450 million in the six months ended 30 June 2025 compared to SAR 485 million in the comparable period of 2024. This decrease was driven by SAR 47 million, or 27.8 per cent., lower other general and administrative expenses offset by SAR 9 million, or 3.1 per cent., higher salaries and employees' related expenses.

Total expected credit losses

The Bank's total expected credit losses in the six months ended 30 June 2025 increased by SAR 50 million, or 100.0 per cent., from SAR 50 million in the six months ended 30 June 2024 to SAR 99 million. This increase principally reflected an SAR 66 million, or 199.3 per cent., increase in expected credit losses on loans and advances mainly in the corporate sector due to the transfer of a few customers to IFRS 9 stage 3. In addition, the Bank's expected credit losses on financial contingencies and commitments increased by SAR 19 million from a release of SAR 16 million in the six months ended 30 June 2024 to a charge of SAR 3 million in the six months ended 30 June 2025.

Net income for the period

Reflecting the above factors and the Bank's zakat charge in each period, the Bank's net income for the period increased by SAR 20 million, or 15.0 per cent., to SAR 153 million in the six months ended 30 June 2025 from SAR 133 million in the comparable period of 2024.

DESCRIPTION OF THE BANK

HISTORY

On 14 March 2018, the Ministry of Finance issued Resolution number 2007 authorising GIB to establish a banking subsidiary in Saudi Arabia and on 9 April 2018 SAMA issued its approval (number 391000082125). On 24 July 2018, GIB's board of directors passed a resolution to convert its three branches in Saudi Arabia into a separate legal entity, the Bank, as a subsidiary of GIB and the Bank was established as a SAMA-authorised local bank on 3 April 2019 and operates under commercial registration number 2052001920.

The GIB branches that were converted into the Bank were established in 1999 (in Riyadh), in Jeddah (in 2006) and in Dhahran (in 2012).

On 1 January 2021, GIB transferred its CMA-registered investment banking, asset management and brokerage services subsidiary, GIB Capital Company ("GIB Capital"), to the Bank for cash consideration of SAR 256.7 million.

The Bank has its registered office in the city of Al Khobar. In addition to the activities undertaken by its subsidiary, GIB Capital, the Bank's activities comprise wholesale, commercial and retail banking services and it also provides its customers with Shariah-compliant products that are approved and supervised by an independent Shariah Board established by the Bank.

OWNERSHIP

The shareholding structure of the Bank is as follows:

Shareholder	Percentage shareholding
PIF	50.0 ⁽¹⁾
GIB	50.0
Total	100.0

Note:

- (1) Notwithstanding its 50.0 per cent. direct shareholding, the PIF's indirect ownership of the Bank is 98.6 per cent., reflecting the fact that the PIF owns 97.2 per cent. of GIB.

The PIF, a sovereign wealth fund of Saudi Arabia and the Bank's current controlling shareholder, was established by Royal Decree No. M/24, dated 25-06-1391H, corresponding to 17 August 1971, with the purpose of providing financial support to commercial projects which are strategically significant for the development of Saudi Arabia's economy. The PIF provides investment funding to both the private and public sector independently or in partnership with administrative authorities or private sector entities. Funding takes the form of loans and other forms of financing and, in special cases, through the allocation of public funds to specific projects in accordance with the terms and modalities determined by its board of directors. The PIF also invests and holds equity participations on behalf of the Saudi Arabian government in certain joint stock companies and administers those participations on the government's behalf.

STRATEGY

GIB's objective in establishing the Bank was to leverage the existing branch presence and enable the Bank to scale quickly within a key strategic market, participating in the Vision 2030 initiatives being rolled out in Saudi Arabia, including offering innovative products and services, digital services and sustainability expertise to customers.

The Bank's mission is centred around five core pillars:

- offer differentiated value-accretive solutions to meet clients' needs and contribute to Saudi Arabia's economic development;

- increase shareholder returns by selectively expanding existing offerings and investing in fee-generating businesses;
- execute a redefined digital retail strategy;
- embed sustainability and responsible banking principles in its business; and
- continue to attract, develop and retain distinguished local talent.

The Bank's strategic priorities are:

- to reduce reliance on net interest income through selective investment in capital-lite, differentiated, fee-generating products and services;
- to increase and diversify its revenue through targeted cross-selling across its businesses and across the wider GIB Group of companies and fast-tracking business-driven projects;
- to enhance client acquisition and experience through targeted customer acquisitions in key segments, enhanced product offerings across business lines, automation of banking operations and streamlined processes;
- to maintain an effective funding profile through a focus on optimising its cost of funding, reducing deposit concentration through retail and global transaction banking liability propositions, and offering innovative structured deposits; and
- to optimise capital deployment and return on assets by focusing on value-accretive asset growth and growing the investment book.

Since its launch, the Bank has made material progress in meeting strategic ambitions across its businesses. Through a focus on client requirements, targeted client acquisitions, a full suite of solutions offered to clients, collaborative cross-selling, environmental, social and governance ("ESG") expertise and prudent management of accounts, a growing customer base is matched by a range of revenue opportunities across business lines resulting in increased and more diversified fee income streams.

The Bank continues to maintain its strong balance sheet with customer deposits increasing by 26 per cent. as at 30 June 2025 compared to 31 December 2022. Importantly, the Bank continues to maintain healthy liquidity levels and has successfully reduced the cost of funding whilst achieving client and product diversification. The progress in the global transaction banking liability proposition has allowed the Bank to attract current and savings deposits from non-borrowing clients by tailoring offerings on a digital platform, driving down the cost of deposits whilst increasing fee-based income. Progress in retail, also a digital platform, has also contributed to cheaper funding.

The Bank continues to focus on customer centricity. The 'client comes first' approach is embedded in its business and reflected in its product offerings, digital solutions and internal processes. Its digital strategy cuts across the organisation and continues to progress through investment in digital solutions.

The Bank's sustainability strategy matches that of the wider GIB Group and is advanced through sustainability-linked transactions and numerous sustainability publications. The Bank's IT division is undertaking several initiatives which aim for an overall improvement in operational excellence and cost efficiency. Among these are the rationalisation of the Bank's applications portfolio and landscape and a modernisation of the IT operating model and platform.

The Bank believes that the strength of its balance sheet has enabled its current growth trajectory and puts it on a sound financial footing for expected growth.

STRENGTHS

The Bank's key strengths revolve around its ability to scale in a lucrative region and market environment, its position as a major company in the GIB Group and the associated synergies and include:

- the shareholding by the Saudi government through the PIF, both directly and through GIB;
- the GIB Group's niche geographical presence and differentiated business models leverage each entity's structure and enhance synergies across the GIB Group, for example the Bank and GIB co-operate on business development (cross-referring clients and business) as well as on transactional matters;
- efficiencies realised through the centralised shared services model for support services, providing synergies in processes and infrastructure across the GIB Group of companies and enabling the Bank to operate effectively from GIB's regional and international offices at short notice, should this be required;
- the consolidation of the GIB Group's regional asset management and investment banking arm under the Bank, which provides expertise and capabilities to tap into the significant infrastructure development initiatives in Saudi Arabia; and
- digital expertise through the global transaction banking and retail propositions, and sustainability expertise through the specialised ESG capabilities in both the Bank's sister company (GIB UK) and the GIB Group's head office in Bahrain.

BUSINESS

The Bank offers a full suite of products and services, reinforcing its competitive position whilst building on its market presence and know-how of Saudi Arabia's economic environment and potential business opportunities.

The Bank and its subsidiaries' business activities currently comprise:

- Wholesale Banking;
- Investment Banking and Asset Management;
- Treasury; and
- Retail Banking.

The Bank's mainly Saudi-based customers primarily comprise government and government-related agencies, major regional corporations, financial institutions and multinational companies active in Saudi Arabia, as well as middle-market corporates. The Bank's retail proposition also allows it to tap into the significant opportunity in the mass market segment.

Wholesale Banking

The Bank's wholesale banking strategy revolves around providing client solutions across all product lines, including structured finance, syndication and distribution, agency, cash management, trade, treasury, investment banking, asset management, brokerage and retail solutions for clients' employees. The key pillars to achieve this are strong relationship teams on the ground, diverse products, geographical footprint across Saudi Arabia and the ability to structure bespoke solutions.

The Bank's transaction banking solutions with respect to cash management are aimed at providing digital and differentiated offerings, with a flexible platform allowing it to be more agile and enabling it to accommodate the particular requirements of each client. These solutions are aimed at increasing the Bank's current and call account balances and, thus, reducing its funding costs. The Bank's structured trade offering is differentiated through its various supply chain and receivables financing solutions.

In addition, the Bank recognises the increasing customer need for Shariah-compliant and ESG structures and products and, accordingly, aims to deliver these product solutions to its customers with the support of its Shariah-compliant banking and sustainability teams.

Investment Banking and Asset Management

The Bank's investment banking activities are conducted in Saudi Arabia and the wider GCC region, through its wholly owned subsidiary, GIB Capital.

GIB Capital's principal focus is on the GCC states, providing customer-led, innovative financial products and services. Its target market for investment banking includes sovereigns, government-related entities, major private sector corporations, family-owned establishments and multinational companies active in the region.

GIB Capital provides equity capital markets, debt capital markets and debt advisory services to a wide range of public and private sector customers in the GCC. Working with other business units, GIB Capital offers comprehensive solutions to its customers, which include providing both equity- and debt-based products to meet their financing and business needs, debt and capital restructuring solutions, as well as ratings advisory services.

GIB Capital's equity product offerings include advisory services for initial public offerings ("IPOs"), private equity placements, underwriting of IPOs, advisory services in connection with mergers and acquisitions, disposals, privatisation and strategic advice. Its debt capital markets team offers advisory services and arranges the sale and execution of bond and sukuk offerings for clients, including sovereigns, supranationals, financial institutions and corporates, in the international markets as well as the Saudi Arabian domestic market. The team also offers ratings advisory services to its varied client base across the GCC. GIB Capital's debt advisory offerings include debt raising for new and expansion projects, debt restructuring, debt advisory services in connection with mergers and acquisitions, disposals and privatisation, as well as strategic advice for clients developing or investing in new projects.

GIB Capital also has an asset management business which is regulated by the CMA. Assets under management stood at SAR 7.5 billion as at 31 December 2024 (SAR 7.2 billion as at 31 December 2023 and SAR 11.6 billion as at 31 December 2022) through discretionary portfolio mandates, public and private funds. Coverage includes Saudi, GCC and MENA equities, in addition to regional fixed income mandates. The business includes Riyadh-based investment professionals, managing two main asset classes: equities and fixed income. This includes managed portfolios (index strategies and active management).

Treasury

The Bank's treasury unit offers a range of treasury products and services to its customer base, mostly consisting of corporates, financial institutions, non-banking financial institutions and government entities, and provides customised conventional and Islamic hedging and investment solutions to its customers. The Bank's treasury unit also maintains long-standing depositor relationships.

In addition to providing treasury products and services to its customers, the Bank's treasury unit also maintains an investment securities portfolio and manages the Bank's net free capital funds.

The investment securities portfolio comprises a stock of liquid securities, which can be disposed of or sold under repurchase agreements to meet the Bank's liquidity requirements. The portfolio mainly comprises highly rated and liquid plain vanilla debt instruments. The average rating across the portfolio is A- or better. The portfolio's secondary objective is to provide a stable, low-risk revenue stream for the Bank.

Retail Banking

The Bank has conducted retail banking since 2014 through 'meem Digital Banking', the first digital Shariah-compliant bank in the world. Meem aims to make banking effortless, intelligent, inclusive and relevant for everyone, anytime and anywhere, through focusing on customer-centricity, strategic partnerships and ecosystems, smart assets growth, hyper personalisation and innovation and excellence in high-net-worth banking.

The Bank's retail product offering includes segment-based services ranging from private banking to mass customers who are offered uniquely bundled current, savings and multi-currency accounts linked to a single debit card, murabaha-based term deposits, consumer finance solutions and a suite of credit cards. These are delivered through an integrated mobile application that supports instant account opening, spending insights,

goal-based savings tools and customer self-service features, including card control and biometric authentication. In addition, customers can calculate their debt burden ratio directly within the app prior to applying for finance, supporting responsible borrowing and increased financial awareness.

In late 2023, meem entered into a strategic sponsorship agreement with AlNassr Football Club, a major sports entity in Saudi Arabia. As part of this partnership, meem introduced exclusive AlNassr-branded digital debit card skins tailored to attract the club's fanbase. This initiative contributed to a measurable increase in card acquisition and usage and supported meem's objective of expanding its brand awareness and retail banking proposition across a broader segment of the Saudi population.

In 2024, meem continued to enhance its digital capabilities, with the introduction of a new customer relationship platform and the installation of a software which auto-analyses and processes credit cards and financing applications from customers. The meem Saudi Arabia mobile app was ranked among the top five in the country in the second half of 2023 by an independent third party in terms of account opening speed and, based on internal and market benchmarks, the Bank does not believe this has changed. The meem Saudi Arabia app had over 350 thousand downloads achieved in the first nine months of 2025, an increase of 65 per cent. over the same period in the prior year and a 4.6 average rating on app satisfaction across app stores. The Bank has also maintained year-on-year growth in its retail customer base, with customer onboarding increasing by 103 per cent. in the first nine months of 2025 compared to the same period in the prior year. The Bank has also witnessed an expansion of its cards portfolio, with improved activation and usage metrics driven by enhanced product features and targeted digital engagement which resulted in an award from Visa for the Highest Payment Volume growth in 2024.

FUNDING

The Bank's funding currently comprises its customers' deposits, due to banks, SAMA and other financial institutions, subordinated debt and total equity, and issues under the Programme will provide an additional source of funding.

The table below shows the sources of the Bank's funding as at 31 December 2024, 31 December 2023 and 31 December 2022.

	As at 31 December					
	2024		2023		2022	
	(SAR million)	(per cent.)	(SAR million)	(per cent.)	(SAR million)	(per cent.)
Due to banks, SAMA and other financial institutions ⁽¹⁾	7,465.3	13.4	3,856.2	8.6	4,188.0	10.2
Customers' deposits.....	39,028.9	69.9	32,105.6	71.4	29,595.0	72.2
Subordinated debt.....	1,503.7	2.7	1,504.1	3.3		
Total equity.....	7,821.6	14.0	7,500.0	16.7	7,231.8	17.6
Total.....	55,819.5	100.0	44,965.9	100.0	41,014.8	100.0

Note:

(1) Referred to as 'Due to banks and other financial institutions' in the 2023 Financial Statements.

The Bank's total deposits from financial institutions and customers as at 31 December 2024 amounted to SAR 46,494 million compared to SAR 35,962 million as at 31 December 2023 and SAR 33,783 million as at 31 December 2022. Customers' deposits amounted to SAR 39,029 million as at 31 December 2024, being SAR 6,923 million, or 21.6 per cent., higher than the SAR 32,106 million recorded as at 31 December 2023, which, in turn, was SAR 2,511 million, or 8.5 per cent., higher than the SAR 29,595 million recorded as at 31 December 2022. Customers' deposits as at 31 December 2024 represented 83.9 per cent. of total deposits compared to 89.3 per cent. as at 31 December 2023 and 87.6 per cent. as at 31 December 2022.

ANTI-MONEY LAUNDERING

As a subsidiary of GIB, the Bank's current anti-money laundering, combating terrorism financing, and sanctions ("AML/CTF") policies and guidelines comply with the legal and regulatory requirements of Bahrain as well as those laws of Saudi Arabia and, where the standards differ, the higher standards apply.

These legal and regulatory requirements generally reflect the Financial Action Task Force recommendations on money laundering and terrorist financing.

The Bank has established systems and procedures to ensure that business relationships are commenced with clients whose identity and activities can reasonably be established to be legitimate, including the identification of the beneficial owners. The Bank collects, records and retains all relevant client information in accordance with the regulatory requirements. The Bank also has systems in place to monitor, identify and report suspicious transactions. AML/CTF training is regularly provided to employees. In addition, internal auditors review the effectiveness of the AML/CTF procedures and controls on an annual basis.

The Bank prohibits dealings with shell banks, casinos and gambling businesses, entities whose shares are issued in bearer form, any jurisdiction or party targeted by applicable international sanctions, and any other illegal business based on local laws. The Bank also does not offer payable-through accounts and prohibits maintaining anonymous accounts or accounts in fictitious names.

The Bank is committed to complying with sanctions programmes issued by the United Nations, the U.S. Office of Foreign Asset Control, the U.S. Department of State, His Majesty's Treasury of the United Kingdom, the European Union, and sanction programmes put in place by the local authorities where the Bank operates. The Bank currently has no material exposure to sanctioned countries or to entities which are currently subject to certain economic and/or political sanctions.

The Bank has also established policies and procedures designed for customers and transactions screening against international and locally listed names and designated entities. The transaction monitoring system has specific scenarios to monitor illicit activity and mitigate the risks of AML/CTF and comply with local and applicable international sanctions programmes.

At the GIB level, a proactive structure of officers is in place to ensure GIB Group-wide compliance with AML/CTF procedures, and the timely update of the same to reflect changes in regulatory requirements.

REGULATORY CAPITAL

The Bank is regulated by SAMA, which sets and monitors its capital requirements.

The Bank's objectives when managing capital are to comply with the capital requirements set by SAMA, to safeguard the Bank's ability to continue as a going concern and to maintain a strong capital base. Capital adequacy and the use of regulatory capital are monitored regularly by management. SAMA requires holding a minimum level of regulatory capital and maintaining a ratio of total regulatory capital to the risk-weighted assets ("RWA") at or above the Basel-prescribed minimum.

The Bank monitors the adequacy of its capital using ratios established by SAMA. These ratios measure capital adequacy by comparing the Bank's eligible capital with its statement of financial position assets, commitments and notional amounts of derivatives at a weighted amount to reflect their relative risk.

As at 30 June 2025, the Bank had a total regulatory capital base of SAR 9,715.3 million and total Pillar 1 RWA of SAR 57,066.3 million. As at 30 June 2025, the Bank's total capital adequacy ratio calculated in accordance with the SAMA Basel III guidelines was 17.02 per cent.

As at 31 December 2024, the Bank had a total regulatory capital base of SAR 9,561.5 million and total Pillar 1 RWA of SAR 52,037.5 million. As at 31 December 2024, the Bank's total capital adequacy ratio calculated in accordance with SAMA Basel III guidelines was 18.37 per cent. (compared to 20.83 per cent. as at 31 December 2023 and 20.20 per cent. as at 31 December 2022, each also under SAMA Basel III guidelines).

SAMA's minimum capital adequacy ratio is 8.0 per cent., in line with the minimum ratio prescribed by the Basel Committee on Banking Supervision.

The table below summarises the Bank's capital adequacy calculations as at 30 June 2025 and as at 31 December in each of 2024, 2023 and 2022.

	As at 30 June	As at 31 December		
	2025	2024	2023	2022
	<i>SAR million, except percentages</i>			
Credit risk RWA.....	51,482.0	46,925.0	40,200.3	34,974.3
Operational risk RWA.....	1,925.7	1,591.3	1,217.5	1,361.8
Market risk RWA.....	3,658.6	3,521.1	2,784.8	459.7
Total Pillar 1 RWA.....	57,066.3	52,037.5	44,202.7	36,795.7
 Tier 1 capital.....	 7,976.6	 7,677.4	 7,409.2	 7,182.5
Tier II capital.....	1,738.7	1,884.2	1,796.1	250.4
Total Tier I and Tier II capital.....	9,715.3	9,561.5	9,205.3	7,432.8
 Tier 1 ratio ⁽¹⁾	 13.98%	 14.75%	 16.76%	 19.52%
Tier 1 and Tier II ratio ⁽¹⁾	17.02%	18.37%	20.83%	20.20%

Note:

(1) Calculated in accordance with the SAMA Basel III guidelines.

The Bank's risk exposures are categorised as either trading book or banking book, and RWA are determined according to specified requirements that seek to reflect the varying levels of risk attached to assets and off-balance sheet exposures.

The Bank's policy is to maintain a strong capital base so as to sustain investor, creditor and market confidence and to preserve the future development of the business. The impact of the level of capital on shareholders' return is also recognised as well as the need to maintain a balance between the higher returns that might be possible with greater gearing and the advantages and security afforded by a sound capital position. The Bank manages its capital structure and adjusts the structure taking account of changes in economic conditions and strategic business plans.

SUBSIDIARIES

The Bank has three wholly owned subsidiaries.

GIB Capital

GIB Capital offers investment banking, asset management and brokerage services in Saudi Arabia. GIB Capital is incorporated in Saudi Arabia and has a paid-up share capital of SAR 200 million. GIB Capital is regulated by the CMA.

GIB KSA Markets Limited

GIB KSA Markets Limited is an exempt company with limited liability in the Cayman Islands and has an authorised capital of U.S.\$50,000. The purpose of the company is primarily to enter into derivative contracts with market counterparties.

Dar Enjaz Gulf Real Estate Company

This company was formed with the approval of SAMA for the purpose of dealing in, managing and holding real estate on behalf of the Bank.

RISK MANAGEMENT

The Bank maintains a prudent and disciplined approach to risk-taking by upholding a comprehensive set of risk management policies, processes and limits, employing professionally qualified people with the appropriate skills, investing in technology and training, and actively promoting a culture of sound risk management at all levels. A key tenet of this culture is the clear segregation of duties and reporting lines between personnel transacting business and personnel processing that business. The Bank's risk management is underpinned by its ability to identify, measure, aggregate and manage the different types of risks it faces.

The Board has created from among its members a Board Risk Committee (the "**BRC**") to monitor the Bank's overall risk process. The BRC is responsible for developing the risk strategy and implementing principles, frameworks, policies and limits.

The Management Risk Committee is responsible for managing risk decisions and risk levels. Credit decisions are made by the Management Credit Committee. Disciplined processes are in place at both the business unit and corporate level that are intended to ensure that risks are accurately assessed and properly approved and monitored. Formal credit limits are applied at the individual transaction, counterparty, country and portfolio levels. Overall exposures are also evaluated to ensure a broad diversified credit risk exposure.

The credit management process involves the monitoring of concentrations by product, industry, single obligor, risk grade and geography, and the regular appraisal of counterparty credit quality through the analysis of qualitative and quantitative information. The Bank assesses the probability of default of counterparties using internal rating tools and external ratings of major rating agencies where available.

CREDIT RISK

The Bank attempts to control credit risk by monitoring credit exposures, limiting transactions with specific counterparties, and continually assessing the creditworthiness of counterparties. The Bank's risk management policies are designed to identify and to set appropriate risk limits and to monitor the risks and adherence to limits. Actual exposures against limits are monitored daily. In addition to monitoring credit limits, the Bank manages the credit exposure relating to its trading activities by entering into master netting agreements and collateral arrangements with counterparties in appropriate circumstances and limiting the duration of its exposures. In certain cases, the Bank may also close out transactions or assign them to other counterparties to mitigate credit risk. The Bank's credit risk for derivatives represents the potential cost to replace the derivative contracts if counterparties fail to fulfil their obligations, and to control the level of credit risk taken. The Bank assesses counterparties using the same techniques as for its lending activities.

Concentrations of credit risk arise when counterparties are engaged in similar business activities, or 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 risk 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 lending activities to ensure that there is no undue concentration of risks with individuals or groups of customers in specific locations or business. It also takes security when appropriate. The Bank also seeks additional collateral from a counterparty as soon as impairment indicators are identified for the counterparties' loans and advances.

Management monitors the market value of collateral obtained during its review of the adequacy of the allowance for impairment losses and requests additional collateral in accordance with the underlying agreement where appropriate. The Bank regularly reviews its risk management policies and systems to reflect changes in markets products and emerging best practice.

Credit approval process

Overall credit approval authority is vested with the Board, which has delegated authority to the Chief Executive Officer (the "**CEO**") to approve credit exposures, based on the credit rating, market segment and ownership of the obligor.

The Bank's risk assets are reviewed at least annually or more frequently as applicable. For corporate credits, the relevant relationship manager prepares a credit proposal and presents it to the appropriate credit authority approved by the Board. An internal credit risk rating is assigned to each obligor. If there is any change in the prospects of the obligor at any time prior to the annual review, it is the responsibility of the relevant relationship manager to make appropriate recommendations to the relevant credit authority.

Credit risk rating

The Bank monitors, manages and controls credit risk exposures based on an internal credit rating system that rates individual obligors based on a rating scale from 1 (highest) to 10 (lowest), subject to positive (+) and negative (-) modifiers for rating grades 2 to 6.

The primary objectives of the internal credit rating system are the maintenance of a single uniform standard for credit quality measurement, and to serve as a basis for Board-approved risk parameters and delegated credit authority limits. The internal credit rating system also serves as a key input into the Bank's risk-adjusted return on its capital performance measurement system. The internal ratings are assigned to borrowers, rather than facilities, and the internal rating grades are mapped to the rating grades used by international credit rating agencies.

The Bank employs Moody's Credit Lens as its internal credit rating model for corporate exposures. Moody's Credit Lens is a credit risk rating system that combines and analyses financial and non-financial data in a flexible framework to formalise the internal credit risk rating process for corporate lenders. The Bank also ensures that this credit rating model is subject to an annual validation exercise conducted by an independent external third-party consultant to assess and ensure satisfactory model performance and avoid underestimation of risk.

The Bank allocates a credit risk grade to each exposure that is based on a variety of data that is determined to be predictive of the risk of default and applying experienced credit judgement. 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 borrower. 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. The internal ratings map directly to the external rating grades used by the international credit rating agencies as shown in the table below. Grades 1 to 7 are performing and grades 8 to 10 are non-performing.

Category	Internal grade	Internal classification	Fitch/S&P	Moody's
Investment grade:	1	Standard	AAA	Aaa
	2	Standard	AA	Aa
	3	Standard	A	A
	4	Standard	BBB	Baa
Sub-investment grade:	5	Standard	BB	Ba
	6	Standard	B	B
	7	Standard	CCC	Caa
Classified:	8	Sub-standard	CC	Ca
	9	Doubtful	C	C
	10	Loss	D	—

Each exposure is allocated to a credit risk grade at initial recognition based on available information about the borrower.

Exposures are subject to ongoing monitoring, which may result in an exposure being moved to a different credit risk grade. The monitoring typically involves use of the following data:

Non-retail exposures

- information obtained during the periodic review of customer files, for example audited financial statements, management accounts, budgets and projections. Examples of areas of particular focus are gross profit margins, financial leverage ratios, debt service coverage, compliance with covenants, quality management and changes in senior management;
- data from credit reference agencies, press articles and changes in external credit ratings;
- quoted bond and credit default swap prices for the borrower where available; and
- actual and expected significant changes in the political, regulatory and technological environment of the borrower or in its business activities.

Retail exposures

- internally collected data and customer behaviour, for example utilisation of credit card facilities;
- affordability metrics; and
- external data from credit reference agencies, including industry-standard credit scores.

All exposures

- payment record, including overdue status as well as a range of variables in relation to payment;
- utilisation of the granted limit;
- requests for and granting of forbearance; and
- existing and forecast changes in business, financial and economic conditions.

A significant majority of the Bank's gross loans and advances are performing (98.3 per cent. as at 31 December 2024, 97.9 per cent. as at 31 December 2023 and 97.5 per cent. as at 31 December 2022).

The table below shows the Bank's gross loans and advances, with associated ECL allowances, by IFRS 9 staging categories as at 31 December 2024.

	Gross loans and advances		ECL allowances	Net loans and advances
	(SAR million)	(per cent.)	(SAR million)	(SAR million)
Stage 1	29,128.6	89.6	55.9	29,072.7
Stage 2	2,849.7	8.8	297.6	2,552.1
Stage 3	542.2	1.7	396.6	145.6
Total.....	32,520.5	100.0	750.0	31,770.5

Under IFRS 9, the Bank classifies its loans into Stage 1, Stage 2 and Stage 3, as follows:

Stage 1: for loans where there has not been a significant increase in credit risk since initial recognition and that are not credit-impaired on origination, the Bank recognises a general (or non-specific) allowance based on the 12-month ECL.

Stage 2: for loans where there has been a significant increase in credit risk since initial recognition but they are not credit-impaired, the Bank recognises a general (or non-specific) allowance for the lifetime ECL.

Stage 3: for credit-impaired loans, the Bank recognises the lifetime ECL as a specific provision.

The Stage 1 and Stage 2 provisions reflect the probability-weighted estimate of expected credit losses. The provisions comprise both quantitative and qualitative information and analysis, based on the Bank's

historical experience and considering both internal and external indicators and forward-looking information.

It is the Bank's policy to write off credit risk assets only after all reasonable restructuring and collection efforts have taken place and the possibility of further recovery is considered to be remote.

The table below shows additional information in relation to the Bank's loans and advances as at 31 December 2024, 31 December 2023 and 31 December 2022. Each of the ratios shown in the table below has not been prepared in accordance with IFRS or any other generally accepted accounting principles and constitutes an alternative performance measure ("APM") as defined in the ESMA Guidelines on Alternative Performance Measures published by the European Securities and Markets Authority. These APMs are included because the Bank believes that they are information routinely used by analysts and investors when considering bank financial information. These APMs should not be considered as a substitute for financial measures computed in accordance with IFRS. Other companies may calculate these APMs differently than the Bank. Because all companies do not calculate these APMs in the same manner, the Bank's presentation of these APMs may not be comparable to other similarly titled measures of other banks.

	As at 31 December		
	2024	2023	2022
	<i>(per cent., except SAR figures)</i>		
Gross stage 3 loans and advances as a percentage of loans and advances, gross ⁽¹⁾	1.7	2.1	2.5
Stage 3 loans and advances, net as a percentage of loans and advances, net.....	0.5	0.7	0.9
Provisioning coverage for non-performing stage 3 loans ⁽²⁾	73.1	69.1	65.8
Ratio of stage 3 loans and advances, net to total equity	1.9	2.4	2.9
Stage 3 loans and advances – gross (<i>SAR million</i>).....	542	591	632
Stage 3 loans and advances – ECL (<i>SAR million</i>).....	397	408	416
Stage 3 loans and advances – net (<i>SAR million</i>)	145	183	216

Notes:

- (1) Loans and advances, gross are set out in note 8(a) to each of the Annual Financial Statements.
- (2) Calculated as the ECL allowance in respect of stage 3 loans and advances as set out in note 8(c) to each of the Annual Financial Statements divided by stage 3 loans and advances, gross.

MARKET RISK

Market risk is the risk that the fair value or future cash flows of financial instruments will fluctuate due to changes in market variables such as interest rates, foreign exchange rates, credit spread risk and equity prices. The Bank classifies exposures to market risk into either trading or non-trading (or banking) books.

Trading book

The Board has set limits for the acceptable level of risks in managing the trading book. To manage the market risk in the trading book, the Bank periodically applies value-at-risk ("VaR") methodology to assess the market risk positions held and to estimate the potential economic loss based on a set of assumptions and changes in market conditions.

VaR methodology estimates the potential negative change in market value of a portfolio at a given confidence level and over a specified time horizon. The Bank uses simulation models to assess the possible changes in the market value of the trading book based on historical data. VaR models are usually designed to measure the market risk in a normal market environment and therefore the use of VaR has limitations because it is based on historical correlations and volatilities in market prices and assumes that the future movements will follow a statistical distribution.

The VaR used by the Bank is an estimate that uses a confidence level of 95 per cent. of the potential loss that is not expected to be exceeded if the current market positions were to be held unchanged for one day. The use of a 95 per cent. confidence level depicts that, within a one-day horizon, losses exceeding the VaR figure should occur, on average, not more than five times every hundred days.

To manage the VaR limitations mentioned above, the Bank also carries out stress tests of its portfolio to simulate conditions outside normal confidence intervals. The potential losses occurring under stress test conditions are reported regularly to the Bank's Asset Liability Committee ("**ALCO**") and BRC for their review.

Banking book

Market risk on banking book positions mainly arises from interest rate changes, foreign currency exposures and equity price changes.

Interest rate risk arises from the possibility that the changes in interest rates will affect either the fair values or the future cash flows of the financial instruments. The Board has established interest rate gap limits for stipulated periods. The Bank monitors positions daily and uses hedging strategies to ensure maintenance of positions within the established gap limits.

The Bank manages exposure to the effects of fluctuations in prevailing foreign currency exchange rates on its financial position and cash flows. The Board of Directors sets limits on the level of exposure by currency and in total for both overnight and intra-day positions, which are monitored daily and hedging strategies are also used to ensure that positions are maintained within the limits.

Equity risk refers to the risk of decrease in fair values of equities in the Bank's non-trading investment portfolio as a result of reasonable possible changes in levels of equity indices and the value of individual stocks. To manage the Bank's exposures, in addition to the exercise of business judgement and management experience, the Bank utilises limit structures, including those relating to positions, portfolios, maturities and maximum allowable losses.

LIQUIDITY RISK

Liquidity risk is the risk that the Bank will encounter difficulty in meeting obligations associated with its financial liabilities that are settled by delivering cash or other financial assets. Liquidity risk can be caused by market disruptions or credit downgrades, which may cause certain sources of funding to dry up immediately. To mitigate this risk, management has diversified funding sources and assets are managed with liquidity in mind, maintaining a healthy balance of cash, cash equivalents and readily marketable securities.

Management monitors (i) the regulatory 30 days stressed net cashflow against high-quality liquid assets, (ii) its long-term funding sources and (iii) its maturity gap profiles to ensure that adequate liquidity is maintained. Regular liquidity stress testing is conducted under a variety of scenarios covering both normal and more severe market conditions. All liquidity policies and procedures are subject to review and approval by the ALCO. Daily reports cover the liquidity position of both the Bank and its operating subsidiary, GIB Capital. A summary report, including any exceptions and remedial action taken, is submitted regularly to the ALCO.

The ALCO is also responsible for managing depositor concentration risk, which is partially mitigated by retaining a significant portfolio of liquid assets (being assets that mature within three months). As at 31 December 2024, 23 per cent. of the Bank's total assets consisted of cash, placements and securities which can be used to fund deposit withdrawals. In addition, depositor concentration risk is also partially mitigated by having a laddered maturity of deposits. As at 31 December 2024, 34 per cent. of the Bank's customers' deposits were placed with SAMA on an overnight basis, or invested in bank placements, short-term treasury bills or other securities or held in cash.

In accordance with the Banking Control Law and regulations issued by SAMA, the Bank maintains a statutory deposit with SAMA equal to 7 per cent. of total demand deposits and 4 per cent. of 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, SAMA treasury bills, due from banks and other financial institutions and/or assets which can be converted into cash within a period not exceeding 30 days.

OPERATIONAL RISK

Operational risk is the risk of loss arising from inadequate or failed internal processes, people and systems or from external events, whether intentional, unintentional or natural. It is an inherent risk faced by all businesses and covers a wide range of potential operational risk events, including business interruption and systems failures, internal and external fraud, employment practices and workplace safety, customer and business practices, transaction execution and process management and damage to physical assets.

Operational risk is a distinct risk category which the Bank manages within acceptable levels through sound operational risk management practices that are part of the day-to-day responsibilities of management at all levels. Whilst operational risk cannot be eliminated in its entirety, the Bank endeavours to minimise it by ensuring that a strong control infrastructure is in place throughout the organisation.

The objective in managing operational risk is to ensure control of the Bank's resources by protecting its assets and minimising the potential for financial loss. The Bank's risk management approach involves identifying, assessing, managing, mitigating, monitoring and measuring the risks associated with all the Bank's businesses. Control assessments are performed on all the Bank's services with the participation of representatives from the relevant businesses, legal and the risk and finance departments. Various policies, procedures and processes are used to manage operational risk and include effective staff training, appropriate controls to safeguard assets and records, regular reconciliation of accounts and transactions, appropriate budgeting, compliance with regulations, close monitoring of risk limits, segregation of duties, and financial management and reporting. In addition, policies have been put in place to manage other control mitigation strategies for business continuity planning, insurance and legal risk (which includes regular reporting to management on legal matters).

Qualitative and quantitative methodologies and tools are used to identify and assess operational risk and to provide management with information for determining appropriate mitigating factors. These tools include a database of operational risk events categorised according to business lines and operational risk event types; a record of key risk indicators, which can provide an early warning of possible risk; and a risk and control self-assessment process to analyse business activities and identify operational risks related to those activities. The management of operational risk has a key objective of minimising the impact of losses suffered in the normal course of business (expected losses) and to avoid or reduce the likelihood of suffering a large extreme (unexpected) loss. The Bank has a dedicated operational risk function which reports to the Chief Risk Officer. The BRC meets on a quarterly basis and is updated on all relevant aspects of the business, including operational risk management matters. High impact risks and issues of critical importance are reported to the Board.

OTHER RISKS

The Bank's compliance function, which reports directly to the Board Audit Committee, maintains best practice and procedures relating to the management of compliance and to ensure that all applicable legal and regulatory requirements are complied with. The information security function is responsible for securing the Bank's information assets and payment and settlement systems.

INTERNAL AUDIT

The Internal Audit Division ("IAD") provides independent, objective assurance and advisory services to assist with maintaining an effective and efficient system of internal controls across the Bank, its subsidiaries and branches and supports the Board and the Board Audit Committee in their oversight of the governance, risk and control framework. The Chief Auditor reports functionally to the Board Audit Committee and administratively to the CEO.

In line with Institute of Internal Auditors standards, the IAD follows a risk-based approach when carrying out risk assessments across the Bank to determine the audit plan, which is approved by the Board Audit Committee.

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 to achieve the Bank's stated goals and objectives and the IAD makes appropriate recommendations for improvements.

The results of the internal audits, with detailed recommendations for improvements, are tracked to ensure full resolution. All observations are shared with senior management for action tracking purposes.

On a periodic basis, the Board Audit Committee reviews the internal audit activities, including the audit issues identified and the status of the audit plan and recommendations.

MANAGEMENT AND HUMAN RESOURCES

BOARD OF DIRECTORS

The Bank's current Board of Directors was appointed for a three-year term commencing on 30 April 2024.

The current Board comprises 10 members, with three independent directors and seven non-executive directors. The classification is in accordance with criteria established by SAMA.

The Board comprises the following members:

Chairman	<i>Eng. Abdulla Al-Zamil, Non-executive Director</i> Saudi Arabian Citizen. Mr Al-Zamil was first appointed to the Board in 2019. He is the Chairman of Zamil Industrial Investment Company in Saudi Arabia, the Chairman of the Board of GIB Capital and the Chairman of the Board of Directors of GIB. He is the Chairman of the Board Executive Committee.
Vice Chairman.....	<i>Abdulaziz Al-Helaissi, Non-executive Director</i> Saudi Arabian Citizen. Mr Al-Helaissi was first appointed to the Board as an executive director in 2019. He is the Group Chief Executive Officer of GIB and the Chairman of the Board of its subsidiary, GIBUK. He is a member of the Board Executive Committee.
Board Member	<i>Sultan Al-Sheikh, Non-executive Director</i> Saudi Arabian Citizen. Mr Al-Sheikh was first appointed to the Board in 2019 and is a Senior Director - Head of Financial Institutions Sector at the MENA Investments Division at the PIF. He is a member of the Board Executive Committee.
Board Member	<i>Bander bin Mogren, Non-executive Director</i> Saudi Arabian Citizen. Mr Mogren was first appointed to the Board in 2019 and is the Chief Operating Officer at the PIF. He is a member of the Board Governance, Nomination and Remuneration Committee.
Board Member	<i>Eng. Muhannad Al Azzawi, Independent Director</i> Saudi Arabian Citizen. Eng. Al Azzawi was first appointed to the Board in 2019. He is the Chairman of Merrill Lynch Saudi Arabia, the Chairman of FALCOM Holding Company, a member of the Board of Directors of TAIBA Investment and a member of the Board of Directors of Al Rajhi Company for Cooperative Insurance (PJSC). He is a member of the Board Governance, Nomination and Remuneration Committee and of the Board Executive Committee.
Board Member	<i>Dr Najem Al-Zaid, Non-executive Director</i> Saudi Arabian Citizen. Dr Al-Zaid was first appointed to the Board in 2019. He is the Deputy Minister of Justice and was a Commissioner and Board Member of the CMA. Dr Al-Zaid is also the Chairman of Saudi Electricity Company and a member of the Board of Directors of the Royal Commission for Riyadh City. He is the Chairman of the Board Risk Committee.

Board Member	<i>Yousef Al Harjan, Independent Director</i> Saudi Arabian Citizen. Mr Al Harjan was appointed to the Board in 2022. He is the Chief Executive Officer and a member of the Board of Directors of the National Center for Government Resources Systems (NCGR). He is the Chairman of the Board Governance, Nomination and Remuneration Committee and a member of the Board Risk Committee.
Board Member	<i>Anju Patwardhan, Non-executive Director</i> Singapore Citizen. Mrs Patwardhan was first appointed to the Board in 2019. She has worked for multiple financial institutions, including Citibank India, Standard Chartered Bank and Credit Ease, and has held various roles, including Managing Director, Global Chief Risk Operating Officer, Chief Risk Officer, Global Chief Innovation Officer, Audit Manager, Chief Digital Officer and Asia-Pacific Consumer Risk Head. She is a member of the Board Risk Committee.
Board Member	<i>Rajeev Kakar, Non-executive Director</i> Indian Citizen. Mr Kakar was first appointed to the Board in 2019 and is an independent non-executive director of Eurobank Ergasias (Greece), Commercial International Bank (Egypt) and UTI Asset Management Company (India). He is a member of the Board Risk Committee.
Board Member	<i>Nabeel A. Shoaib, Independent Director</i> Saudi Citizen. Mr Shoaib was appointed to the Board in October 2024. He is also a Board member of Al Rajhi Company for Cooperative Insurance (PJSC). He has more than 35 years of experience in the banking sector. He spent a large part of his career at Saudi British Bank (currently Saudi Awwal Bank), where he held several leading positions, including General Manager of Internal Audit and Company Secretary. He was also Managing Director of HSBC Amanah (Islamic Banking) and Executive Vice President of HSBC Saudi Arabia. He is the Chairman of the Board Audit Committee.

The business address for each director listed above is:

GIB Saudi Arabia
5515 Cooperative Council Road
Al Khuzama District
Unit 54
Al Khobar 34721-8208
Kingdom of Saudi Arabia

Board Committees

The Board has established the following specialised committees:

Executive Committee

The Executive Committee is authorised to formulate and supervise the implementation of executive policy for the Bank, assist the Board by reviewing, evaluating and making recommendations with regard to key strategic issues such as mergers, acquisitions or material changes in key strategic objectives or direction,

approve credit limits that exceed the authority of the CEO subject to the limits approved by the Board and other responsibilities specifically mandated to it by resolution of the Board.

Audit Committee

The Audit Committee's responsibilities include, without limitation, assisting the Board in providing oversight of the integrity of the Bank's financial statements, the Bank's compliance with legal and regulatory requirements, the external auditors' qualifications and independence, the performance of the Bank's internal audit function, independent audits and regulatory inspections, the review of the Bank's systems of internal control regarding finance, accounting, legal, compliance and ethics that management and the Board have established and the review of the Bank's auditing, accounting and financial reporting policies and processes (see further "— *Risk Management—Other Risks*" above).

Board Risk Committee

The Board Risk Committee's role is to act as the agent of the Board in ensuring that the Bank has an effective risk management framework in place and that all risk controls are in accordance with regulatory requirements and best practice standards for the management of risks in banks.

Governance, Nomination and Remuneration Committee

The Governance, Nomination and Remuneration Committee's responsibilities include formulation of the Bank's executive and staff remuneration policies as well as establishing processes for the identification of, and recommending suitable candidates for, senior management, establishing processes for the review of the performance of the individual directors and the Board as a whole, establishing processes for the review of the performance of senior management and recommending to the Board the appropriate skill criteria and any applicable regulatory requirements to be taken into account in the shareholders' assessment of new candidates for directorships. In addition, the committee governs and outlines the procedures and guidelines in relation to compliance with the corporate governance principles applicable to the Bank.

THE SHARIAH BOARD COMMITTEE

The Shariah Board Committee is a separate and independent body which comprises Shariah scholars appointed by the Board of Directors. The Shariah Board Committee's role is to oversee the Shariah-compliant banking business of the Bank within Saudi Arabia and its responsibilities include providing advice to the Bank on all Shariah-compliant banking business and ensuring that the Bank operates in line with Shariah rules and principles. The Shariah Supervisory Board is used as a reference and authority on matters of Shariah compliance and its main roles and responsibilities are:

- reviewing Shariah-compliant transactions for the Bank;
- participating in the innovation of new Shariah-compliant products;
- ensuring the compliance of the Bank with Shariah regulations and that the Bank is following the committee's instructions and guidance; and
- supervising the utilisation of the allocated non-Shariah compliance fund and its distribution.

SENIOR MANAGEMENT

The current senior management team of the Bank is as follows:

Chief Executive Officer	<i>Khaled Abbas</i> Saudi Arabian citizen
Chief Human Resources Officer	<i>Nawaf Saad Kably</i> Saudi Arabian citizen
Group Chief Operating Officer	<i>Mushari AlOtaibi</i> Saudi Arabian citizen
Chief Risk Officer	<i>Naif Abdulmohsen Albaz</i> Saudi Arabian citizen

Group Chief Investment & Treasury Officer	<i>Meshari Mogbel AlMogbel</i> Saudi Arabian citizen
Group Chief Wholesale Banking Officer	<i>Sulaiman Abdulaziz Balghonaim</i> Saudi Arabian citizen
Head of Legal, Corporate Governance & Board Secretary	<i>Khalil Abdulrauf Baghdadi</i> Saudi Arabian citizen
Group Chief Compliance Officer	<i>Saleem Tawfiq Al Dabbagh</i> Saudi Arabian citizen
Chief Retail Banking Officer	<i>Sami Hameed AlRowaithey</i> Saudi Arabian citizen
Group Chief Auditor	<i>Ali Hassan Abdulhadi</i> Saudi Arabian citizen
Chief Financial Officer	<i>Mazen Azoony</i> Saudi Arabian citizen
Chief Information Officer	<i>Mohammed Magbul AlThbiti</i> Saudi Arabian citizen
Deputy Chief Operating Officer and Head of Operations	<i>Abdullah AlSalman</i> Saudi Arabian citizen
Group Head of Shariah Compliant Banking	<i>Ahmed AlGaidy</i> Saudi Arabian citizen

The business address for each member of senior management listed above, except Khaled Abbas, Khalil Baghdadi, Naif Albaz, Sami AlRowaithey and Meshari AlMogbel, is:

GIB Saudi Arabia
5515 Cooperative Council Road
Al Khuzama District
Unit 54
Al Khobar 34721-8208
Kingdom of Saudi Arabia

The business address for Khaled Abbas, Khalil Baghdadi, Naif Albaz, Sami AlRowaithey and Meshari AlMogbel is:

GIB Saudi Arabia
Granada Business & Residential Park
P.O. Box 93413,
Riyadh 11673
Kingdom of Saudi Arabia

CONFLICTS

The Bank has a Code of Conduct approved by the Board that contains rules on conduct, ethics and avoiding conflicts of interest, applicable to all employees and directors. Additionally, the Board has a standalone Conflict of Interest & Related Party Transaction policy that sets out in detail the principles, roles and responsibilities with respect to conflicts of interest and related party transactions. Annually, the Board reviews the declaration of directors and senior management regarding their outside activities and interests to determine whether any conflict of interest exists and takes appropriate steps in that regard.

There are no potential conflicts of interest between the duties of any director or any member of senior management of the Bank and the private or other duties (including those listed above) of that director or member of senior management.

EMPLOYEES

As at 31 December 2024, the Bank had a total of 1,190 employees (including outsourced) (compared to 1,133 employees as at 31 December 2023 and 1,072 employees as at 31 December 2022).

THE KINGDOM OF SAUDI ARABIA BANKING SECTOR AND REGULATIONS

GENERAL

Based on SAMA's website as at 29 October 2025, there are 39 commercial banks licensed to operate in Saudi Arabia, of which 11 are incorporated in Saudi Arabia, eight are branches or subsidiaries of banks based in other GCC countries (namely Emirates NBD, National Bank of Bahrain, National Bank of Kuwait, Bank Muscat, Qatar National Bank, First Abu Dhabi Bank, Sohar International Bank and Abu Dhabi Commercial Bank), 16 are other international banks (namely Deutsche Bank, BNP Paribas, J.P. Morgan Chase, National Bank of Pakistan, T.C. Ziraat Bankası, Industrial and Commercial Bank of China, MUFG Bank, UBS (previously Credit Suisse Bank), Standard Chartered Bank, National Bank of Iraq, PT Bank Syariah Indonesia, Trade Bank of Iraq, Bank of China, Banque Misr, National Bank of Egypt and Bank of Jordan) and four are digital banks (namely D360 Bank, Vision Bank, STC Bank and EZ Bank).

Of the banks incorporated in Saudi Arabia, 10 are publicly listed joint stock companies and their shares are traded on Tadawul (the Bank is not listed on Tadawul).

All 11 local banks provide a broad range of retail and wholesale banking products and services. Bank Al Jazira, Al Rajhi Bank, Bank Albilad and Alinma Bank provide Shariah-compliant products and services only. The remaining banks provide a combination of Shariah-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, which provide funds for targeted sectors.

The PIF is the investment arm of the Government whilst the Islamic Development Bank is a multilateral development financing institution headquartered in Jeddah. SAMA does not regulate either of these entities.

As at 31 August 2025, there were 1,902 bank branches, 14,814 ATMs and 2,176,742 point of sale terminals in Saudi Arabia (source: SAMA, August 2025 Monthly Statistics).

According to SAMA's 2024 Financial Stability Report:

- Saudi Arabian banking sector assets and credit continued to grow in 2023, driven primarily by corporate credit which outpaced the growth in household credit, and asset quality remained high, with a low level of non-performing loans and a sufficiently high level of provisioning coverage in 2023;
- banks in Saudi Arabia continued to maintain sound credit underwriting standards and to adhere to SAMA's requirements for responsible lending, credit risk management and loan to value;
- liquidity remained adequate in 2023 with continued growth in the deposit base and a notable shift to time and savings deposits which reinforced the stickiness of deposits and was supported by other sources of long-term funding;
- the Saudi Arabian banking sector had a solid prudential liquidity position, with the liquidity coverage ratio and the net stable funding ratio above SAMA's regulatory minimum requirements as at 31 December 2023; and
- the Saudi Arabian banking sector remained well capitalised, with the capital adequacy ratio increasing as growth in equity exceeded the growth rate of RWA, driven by factors such as improved profitability and greater capital issuances throughout 2023.

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 in which at least 60 per cent. of the shares are owned 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 GIB, an offshore bank based in Bahrain and then owned by the six GCC states. GIB had been active in Saudi Arabia for many years but having a branch in the country allowed it to compete at close hand. SAMA has since granted banking licences to several branches of foreign banks, including the operating foreign banks listed above. In May 2020, GIB converted its branch into the Bank. In June 2019, Alawwal Bank and Saudi British Bank merged to form Saudi Awwal Bank and, in April 2021, National Commercial Bank and Samba merged to form Saudi National Bank.

There are also non-bank competitors in brokerage and personal finance. Saudi Arabia's 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.

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 July 2003)) as amended by Royal Decree No. M/16 dated 19/1/1441H (corresponding to 18 September 2019) (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 as at 29 October 2025, the CMA has licensed 210 capital market institutions, although many of the licensed entities have not yet commenced business.

CORPORATE BANKING SECTOR

The majority of commercial banking assets in Saudi Arabia are loans to businesses and, as at 31 August 2025, commercial banks' claims on the private sector amounted to SAR 3,109 billion and constituted 63.2 per cent. of total commercial banks' assets (source: SAMA, August 2025 Monthly Statistics) compared to 59.1 per cent. as at 31 December 2020. The proportionate growth in claims on the private sector has been driven by economic growth and increased investment within Saudi Arabia in various sectors reflecting ongoing efforts under Vision 2030 to diversify the economy.

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. Whilst volatility in oil prices may pose challenges to the Saudi economy at times of prolonged low prices, leading to both changes in government spending and weaker GDP growth, and geopolitical and trade uncertainty may also pose challenges, project finance is nonetheless 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 Saudi Vision 2030 programmes being implemented to reduce the economy's dependence on oil-related revenue.

PERSONAL BANKING SECTOR

Individuals' loans increased from SAR 1,162 billion as at 31 December 2022 to SAR 1,245 billion as at 31 December 2023, and SAR 1,364 billion as at 31 December 2024 and were SAR 1,417 billion as at 31 August 2025 (source: SAMA, August 2025 Monthly Statistics). These loans principally include retail real estate lending, consumer lending, residential mortgage lending and credit card loans.

Historically, growth in consumer finance has been driven by several factors, including:

- economic growth coupled with favourable consumer demographics and demand;
- growth of the credit card market and digital spending;
- product innovation and a rapidly expanding range of product and service offerings; and
- the creation of SIMAH.

Most personal lending is tied to electronic salary assignment, thereby enhancing asset quality and effectively reducing the risk associated with personal lending, which, coupled with higher margins than in corporate lending, has made personal finance a particularly attractive segment for banks in Saudi Arabia.

RETAIL REAL ESTATE LENDING

Retail real estate lending increased from SAR 550 billion as at 31 December 2022 to SAR 607 billion as at 31 December 2023, SAR 681 billion as at 31 December 2024 and SAR 712 billion as at 30 June 2025 (source: SAMA, August 2025 Monthly Statistics).

CONSUMER LENDING

Consumer lending decreased from SAR 452 billion as at 31 December 2022 to SAR 442 billion as at 31 December 2023 and increased to SAR 471 billion as at 31 December 2024. Consumer lending was SAR 470 billion as at 30 June 2025 (source: SAMA, August 2025 Monthly Statistics).

CREDIT CARD LOANS

Credit card loans increased from SAR 23 billion as at 31 December 2022 to SAR 27 billion as at 31 December 2023 and SAR 31 billion as at 31 December 2024. Credit card loans were SAR 31 billion as at 30 June 2025 (source: SAMA, August 2025 Monthly Statistics). The credit card market is expected to continue to grow due to increasing use of electronic forms of payment within Saudi Arabia.

RESIDENTIAL NEW MORTGAGE FINANCE FOR INDIVIDUALS PROVIDED BY BANKS

In relation to residential new mortgage finance for individuals provided by banks, the SAMA statistics state the amount of finance provided in each period rather than the cumulative total at the end of each period. In 2022, 154,392 contracts relating to residential new mortgage finance for individuals were entered into and SAR 120 billion was advanced during the year. In 2023, 102,853 contracts were entered into and SAR 78 billion was advanced during the year. In 2024, 122,302 contracts were entered into and SAR 91 billion was advanced during the year (source: SAMA, August 2025 Monthly Statistics).

THE SAUDI CREDIT BUREAU

SIMAH was established in 2002 and began operating in 2004. In 2008, the Council of Ministers issued a decision approving the Credit Information Law (issued pursuant to Royal Decree No. M/37 dated 5/7/1429H (corresponding to 8 July 2008)), 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 the country. SIMAH aggregates credit-related information among participating members to provide credit providers with credit risk information.

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 since 2000. 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 products and services through separate divisions or windows. Many banks in the country have Shariah boards opining as to the application of Shariah principles in financing structures and approving all Islamic products. Currently, a wide range of Shariah-compliant products is 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, Shariah-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. The main product offerings include ijara 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 Shariah-compliant solutions. In recent years, there have been several large Islamic project finance transactions attracting participation from numerous 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 public awareness and demand for sophisticated Shariah-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 and non-financial instruments.

INVESTMENT BANKING AND ASSET MANAGEMENT

Brokerage services activity flourished between 2003 and 2006, when Tadawul peaked to all-time highs. The level of the Tadawul All Share Index was 10,478 as at 31 December 2022, 11,967 as at 31 December 2023, 12,036 as at 31 December 2024 and 11,164 as at 30 June 2025.

As a response to the government's drive to develop an efficient capital markets platform, several banks, including the Bank, embarked on providing corporate finance and equity and debt capital markets advisory services to companies.

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, several banks in Saudi Arabia 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

Overview and functions

The Saudi Central Bank (previously known as the Saudi Arabian Monetary Authority and still referred to as SAMA) is the regulator and supervisor of licensed financial institutions, including banks, finance companies (leasing and real estate companies), money exchange companies, payment services 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 April 1952), and that Royal Decree was replaced by Royal Decree No. M/36 dated 11/4/1442H (corresponding to 26 November 2020), which also changed the name to Saudi Central Bank whilst maintaining the acronym SAMA. SAMA's principal functions include:

- issuing the national currency;
- supervising financial institutions;
- managing monetary policy and regulating the foreign exchange market;
- managing and investing Saudi Arabia's currency reserves; and

- carrying out the role of the government's bank and adviser in monetary, banking and financial matters.

Banking Control Law

The Banking Control Law aims to protect banks, customers' deposits and shareholders and secure adequate liquidity levels. The Banking Control Law prohibits banks from undertaking certain activities that might cause damage to their shareholders and customers. In addition, the Banking Control 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 Banking Control Law 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.

SAMA is updating the BCL in response to changes in the banking sector and in line with legislative developments in other countries, as well as recommendations from international organisations and its own internal evaluations as part of the Financial Sector Development Programme. A draft new Banking Law was published for public consultation in January 2023, with the aim of promoting stability, growth and trust in the banking sector. The date on which the new Banking Law will enter into force is not yet known.

Consumer protection

SAMA has been a strong advocate of consumer protection since obtaining its charter in 1952 and the issuance of the Banking Control Law 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 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 financial institutions 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 financial institutions to undertake any outsourced activities. The Principles are binding on all such financial institutions, complementary to the instructions and internal regulations issued by any such financial institution and applicable to all transactions that are made with individual consumers.

In September 2022, SAMA published updated Financial Consumer Protection Principles and Rules (the New Consumer Finance Regulations). The New Consumer Finance Regulations contain provisions relating to the protection of consumer rights, including:

- requirements for financial institutions to develop appropriate data protection and information privacy mechanisms, including suitable control systems;
- unifying fees, commissions and administrative charges across all banks in Saudi Arabia;
- 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 aim to (i) ensure that consumer finance contracts have enhanced levels of disclosure and transparency and (ii) among other things, enable customers to be better informed of their rights and obligations under their financings.

In order to deal with consumer complaints and monitor the performance and adherence of financial institutions to the Principles, SAMA has also established a dedicated Consumer Protection Department and published guidelines on the establishment of an independent consumer protection function in banks issued under circular No. 44069265 dated 29/08/1444H (corresponding to 21 March 2023), guiding banks on the minimum requirements to achieve consumer protection.

REAL ESTATE FINANCING AND FINANCE LEASING

In 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 "**Finance Companies Supervision Law**"), in each case, as further described below. In 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, which is 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 borrowers through one of the authorised credit bureaus.

The Implementing Regulations of the Real Estate Finance Law define the role of finance companies, set out the requirements for entering into and registering a real estate finance lease, set out SAMA's requirements for licensing re-finance companies and set out the rules governing the activities of re-finance companies. In 2020, SAMA issued guidelines on the provision of real-estate financing products to individuals. These guidelines set out the minimum requirements on financiers providing real-estate financing products to individuals.

Finance Lease Law

This law prescribes the rules relating to finance leasing and specifically states that:

- the responsibilities of the lessor and the lessee must be carried out in a Shariah-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 the 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.

Finance Companies Supervision Law

This law provides a regulatory and supervisory framework for Shariah-compliant finance companies to provide SAMA-approved forms of financing, including real estate financing.

The Implementing Regulations of the Finance Companies Supervision 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 Capital Market Law. 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 Capital Market Law 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.

The Committee for the Resolution of Securities Disputes and the Appeal Committee for the Resolution of Securities Disputes are both quasi-judicial bodies authorised to adjudicate disputes and violations in respect of the Capital Market Law and the rules and regulations of the CMA and/or the Tadawul.

In 2016, the Financial Leadership Program 2020 (the "**Leadership Programme**") was launched, under which a set of initiatives on the Financial Sector Development Program (i.e. one of the Saudi Vision 2030 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 Leadership Programme, 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, whilst 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 Leadership Programme 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 Leadership Programme also has a focus on developing a regulatory environment for Saudi Arabia's 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 through 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 Stock Exchange (Tadawul)

In 2007, the Saudi Council of Ministers approved the formation of The Saudi Stock Exchange (Tadawul) Company. This was in accordance with Article 20 of the Capital Market Law 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 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.

Based on data published by the World Federation of Exchanges, the Saudi Exchange was the 12th largest stock market by market capitalisation as at 31 December 2024. 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 The Securities Depository Center Company are defined in the Capital Market Law.

MANAGEMENT OF LIQUIDITY AND CREDIT RISK

Under the Banking Control Law, 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 the statutory deposit is 7 per cent. of each bank's total customers' demand deposits and 4 per cent. of its 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 of LCs 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 20 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 to comply with the requirements of the Banking Control Law.

Under the SAMA Rules on Large Exposures of Banks, implemented in 2015 and confirmed in 2019, 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 counterparty bank is/are classified as a "Domestically Systemically Important Bank" or a "Globally Systemically 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 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 loaned by a bank, the level of a bank's exposure to a single customer and the categories of loans 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 Banking Control Law.

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 of funding in the 1980s and provided support to banks during the COVID-19 pandemic.

REPORTING REQUIREMENTS

Banks are required to submit monthly statements of the consolidated financial position of their domestic and foreign branches. Banks must also 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 must be audited by at least two independent joint auditors. Listed joint stock companies must publish quarterly financial statements for so long as their shares are listed on Tadawul. 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" and are limited in terms of the scope of procedures performed.

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 Shariah 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 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 in recent years, amending, among other matters, 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 2017, the existing Anti-Money Laundering Law and its implementing rules were replaced by: (i) the Anti-Money Laundering Law issued pursuant to Royal Decree No. M/20 dated 05/02/1439H (corresponding to 25 October 2017) and its implementing regulations and (ii) the Combating-Terrorism Crimes and its Financing Law issued pursuant to Royal Decree No. M/21 dated 12/02/1439H (corresponding to 1 November 2017) and its implementing regulations (together, the "**AML Law**"), which provides an up-to-date legal framework for money laundering and terrorist financing offences.

In 2019, SAMA issued the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) 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 21/05/1426H (corresponding to 28 June 2005), as last amended by the Board of the CMA pursuant to its resolution number 4-87-2024 dated 16/01/1446H (corresponding to 22 July 2024).

In 2020, SAMA issued its Counter Fraud Framework to combat financial fraud in banks operating in Saudi Arabia. The framework aims 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 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 2018, the FATF and the MENA-FATF jointly assessed Saudi Arabia's anti-money laundering and counter-terrorism financing system. The key findings, priority actions and recommendations for Saudi Arabia's AML/CTF regime 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 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/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.

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 following table 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 (sub-standard)	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 in accordance with IFRS 9 as adopted in Saudi Arabia on a forward-looking "Expected Credit Loss" basis.

Liquidity

Saudi banks are required to maintain liquid assets of at least 20 per cent. of deposit liabilities. For the purposes of this calculation, such liquid assets include cash, gold, treasury bills, government bonds, up to one-month placements and any asset that can be liquidated within 30 days. The breakdown of call deposits, savings accounts and time deposits must also be shown on the balance sheet. The maturity of assets and liabilities must 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 ("**BIS**") capital adequacy standards. The GCC standard applicable in Saudi Arabia recommends a minimum 8.0 per cent. ratio of capital to RWA, 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 level is 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, considered a preferred risk. The other is for all other countries, which are considered full risk. In contrast, BIS only counts Saudi risk and not all 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 must place interest-free deposits of half the excess amount with SAMA. Furthermore, 25 per cent. of net profits (after deduction of zakat liabilities) must 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 cyclicity of regulatory capital. It introduces new leverage and liquidity ratio requirements and capital buffers 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 bank exposures to central counterparties. The final pillar of the Basel III reforms changed the methodology for calculating RWA for credit, operational and market risk. In 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, are being phased out;
- Tier 3 capital instruments to cover market risks have been eliminated; and
- to improve market discipline, the transparency of the capital base has been improved, with all elements of capital required to be disclosed along with a detailed reconciliation to the reported accounts.

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 RWA at all times;
- Tier 1 capital must be at least 6.0 per cent. of RWA at all times; and
- total capital (Tier 1 capital plus Tier 2 capital) must be at least 8.0 per cent. of RWA 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 framework (the Basel IV Regulation), which builds 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 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 (SIFIs). As at the date of this Base Prospectus, the implementing regulations to the SIFI Law which will contain detailed provisions have not yet been issued. Therefore, there is 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 (being SAMA and the CMA in relation to financial institutions regulated by each entity) 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 Base Prospectus, the Bank has not been deemed to be a SIFI by the relevant regulator.

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 institutions 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 ("**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:
 - the sale of all or part of the shares, stocks, assets and/or liabilities of the financial institution to a third party;
 - 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;
 - establishment of an asset management institution to whom the assets or liabilities of the financial institution are transferred; and/or
 - 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 license revocation;
- where the value of the financial institution's assets falls 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.

Given the uncertainty as to whether the Bank will be classified by SAMA as a 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 holders of Notes issued under the Programme:

- conversion of the Notes into equity; or
- write-down or write-off of the value of the Notes.

TAXATION

The following is a general description of certain tax considerations relating to the Notes. It does not purport to be a complete analysis of all tax considerations relating to the Notes, whether in those countries or elsewhere. Prospective purchasers of Notes should consult their own tax advisers as to which countries' tax laws could be relevant to acquiring, holding and disposing of Notes and receiving payments of interest, principal and/or other amounts under the Notes 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 Prospectus and is subject to any change in law that may take effect after such date.

SAUDI ARABIA

There are two types of direct taxes in Saudi Arabia: income tax and Zakat, which is based on Islamic concepts.

Income Tax

According to the Income Tax Law issued under Royal Decree No. M/1 dated 15/1/1425H (corresponding to 6 March 2004) and its Implementing Regulations issued under Ministerial Resolution No. 1535 dated 11/6/1425H (corresponding to 29 July 2004), as amended from time to time (the "**Income Tax Law**"), a resident company in the Kingdom with foreign (i.e., non-GCC) ownership (on its foreign partner's (shareholder's) share) and a non-resident who carries out 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% if it is not engaged in oil and hydrocarbon production activities.

Resident companies wholly-owned, directly and indirectly, by GCC persons (in addition to persons subject to Zakat listed below under the 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 (legal or beneficial) percentage held by GCC persons.

Shares held directly by GCC persons or via other GCC companies (where the shareholding structure does not fall outside of the GCC) 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 shareholders in such non-GCC incorporated entity.

Zakat

The new Zakat implementing regulations under MR 1007 dated 19/8/1445H, published on 11/9/1445H (corresponding to 21 March 2024) (the "**Zakat Regulations**") are effective for financial years starting 1 January 2024 (and replaced previous resolutions and rules related to the collection of Zakat except Ministerial Resolution No. 2218 dated 7/7/1440H, 57732 dated 3/11/1443H and 15417 dated 2/3/144H). The Zakat payers have the option to apply the Zakat Regulations retrospectively subject to fulfillment of certain conditions, as mentioned in the Ministerial Resolution No. 1007 dated 19/8/1445H and amendments made through Ministerial Resolution No. 947, dated 26/07/1446 H (corresponding to January 26, 2025) and Ministerial Resolution No. 1463, dated 08/12/1446 H (corresponding to June 4, 2025).

Zakat is a religious levy subject to varying interpretations and complex computation rules. Separate rules are applicable for the calculation of Zakat by (i) resident Zakat payers who are engaged in the Kingdom in financing activities licensed by SAMA, (ii) finance funds (direct/indirect) licensed by the CMA and (iii) Zakat payers who are engaged in the Kingdom in non-financing activities.

According to the Zakat Regulations, the following are subject to the provisions of the Zakat Regulations:

- GCC natural persons resident in the Kingdom, carrying on activity in the Kingdom under a license/applicable rules and regulations;

- Saudi-owned sole proprietorship that is established in the Kingdom in accordance with relevant regulations and rules;
- 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 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 founder shareholders based on the relevant articles or other legal documents); and
- Finance funds licensed by the CMA.

Notwithstanding the above, Zakat is not assessed/applicable to:

- resident capital companies (i.e. limited liability companies, closed joint stock companies, listed entities, single shareholder companies) operating in the oil and hydrocarbon production sector, whether they are natural or legal persons, resident or non-resident, except shares owned directly or indirectly by persons working in the production of oil and hydrocarbons in capital companies listed in the Saudi capital market, and the shares of these companies owned directly or indirectly in capital companies;
- any entity (or Zakat payer) which is exempted by a decision of ZATCA or Ministry of Finance; and
- any resident entity with non-GCC ownership (on the percentage owned by non-GCC shareholders) and a non-resident who carries on business in the Kingdom through a Permanent Establishment, as they will be subject to corporate income tax.

With the Zakat Regulations, charity associations, entities wholly owned by The Ministry of Endowments ("Awqaf") and non-profit organizations are exempt from Zakat subject to certain conditions.

As per the Zakat Regulations, if a zakat payer is following the Gregorian year, Zakat will be levied at approximately 2.578% (prorated Zakat rate) on all the elements of Zakat base (including adjusted profits). The Zakat rate will be 2.5% in case the Zakat payer is following the Hijri year. Moreover, there are maximum and minimum limits for Zakat base and Zakat payers will settle Zakat according to these limits, unless their Zakat base is negative and they are in an adjusted loss situation (in which case, no Zakat will be due).

Zakat Rules for Financing Activities

Under the New Zakat Regulations, Zakat rules for financing activities are applicable to (i) resident Zakat payers engaged in banking and finance lease activities licenced by SAMA and (ii) financing funds (direct/indirect) licensed by the CMA. 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 Zakatpayer as per their financial statements.

Zakat Rules for Investment Funds

Under the New Zakat Regulations:

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 New Zakat Regulations, investments in investment funds are deductible from the Zakat base of unitholders, provided that:

such investments are held for non-trading purposes;

- (a) calculation of Zakat on such investments is performed in accordance with paragraph below and is set out either (i) in such unitholders' audited financial statements or (ii) a certificate prepared in accordance with the New Zakat Regulations and approved by a chartered accountant licensed in the Kingdom; and
- (b) Zakat on such investment is calculated as follows: the fund's zakat base $\times$ percentage of the unitholders' share in such fund $\times$ applicable Zakat rate.

Withholding Tax

The Saudi Arabian tax law provides for actual withholding tax ("**WHT**") at different rates (ranging from 5% to 20%) on payments made to non-resident parties (including those located in the GCC) by a Saudi resident or a Permanent Establishment of a non-resident person from a source of income in Saudi Arabia. WHT is imposed on payments against services as well as payments for dividends, loan charges, and royalties but 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. Interest payments or loan charges paid to non-residents generally attract a 5% WHT in the Kingdom, unless such WHT is reduced or eliminated pursuant to the terms of an applicable double tax treaty.

ZATCA has recently issued guidelines outlining the mechanism for applying double tax treaties. Application of double tax treaties in the Kingdom may take place under one of two methods: (i) refund mechanism, which requires the payor to be subject to the relevant payment of WHT and then a subsequent refund request of the WHT may be submitted to the ZATCA; or (ii) upfront claim method, which provides for the possibility of the payor to not be subject to the relevant payment to WHT. As per the new guidelines, the upfront claim method is subject to the provision of certain documents and other requirements. Such documents either require the attestation by the Kingdom's embassy in the country of the non-resident or an apostille attestation.

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 defines the applicable tax on such a person as being subject to the following:

1. 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 Noteholders—Noteholders who are not Resident in the Kingdom*"); and
2. capital gains tax, if the income is derived from disposal of fixed and traded assets, or from disposal of shares in a resident company and bonds/notes under the general provisions of the Income Tax Law.

Based on the above, if the sale of the Notes by the Noteholders is considered a source of income in the Kingdom, then the related income (or capital gain) will be subject to 20% tax according to the rules for computation of capital gains tax provided in the Income Tax Law for non-residents.

Capital gains realised from disposal of securities (such as the Notes) traded inside or outside the Kingdom are exempt from tax in the Kingdom subject to certain conditions. The above exemption provided in the Income Tax Law is not applicable to the Notes, as the Notes will not be listed on Tadawul in the Kingdom.

Capital gains realised from disposal of the Notes by (a) a resident Noteholder, (b) a non-resident Noteholder with a Permanent Establishment for tax purposes (if such gain is attributed to such Permanent Establishment's activities) will be included in the total income of such Noteholders subject to corporate income tax or Zakat in the Kingdom.

Tax and Zakat Implications for Noteholders

(A) Noteholders 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 Notes (to the extent they fall under the persons subject to Zakat as mentioned above) will be part of such Noteholder's Saudi Arabian reportable gross income subject to Zakat. This summary does not consider the extent to which such Noteholder would be liable to Zakat as a consequence of acquiring, holding or disposing of its Notes. It should be noted that as per the Zakat Regulations, sukuk and bonds/notes are allowed as deductions from the Zakat base of the investors provided that: (i) such sukuk and bonds/notes are for non-trading purposes and (ii) the relevant issuer or obligor has declared through any document acceptable to ZATCA to treat such sukuk and bonds/notes as capital for Zakat purposes, regardless of their classification in the issuer's or obligor's financial statements. The treatment adopted by the relevant issuer or obligor cannot be changed during the term of the relevant sukuk and bond/notes. Since the issuer will not treat the notes as capital for Zakat purposes (i.e. the notes are short term, and the Bank will not declare in any document acceptable to ZATCA that these notes are classified as capital in the Bank's Zakat returns), therefore, the investors may not be able to take the deduction of their investments in these notes from their Zakat base.

Legal Entities Resident in the Kingdom but not Wholly Owned by GCC Persons

Noteholders 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 Notes. The Zakat implications in the previous para will be applicable on the GCC shareholding of the entities.

Noteholders 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 requiring a license under the applicable rules and regulations in the Kingdom. However, if these Noteholders do not perform any activity in the Kingdom (other than holding the Notes), Zakat compliance/administration is not currently enforced by ZATCA for such individuals (unless they carry out such activities through the relevant license to operate commercially in the Kingdom).

(B) Noteholders who are Non-GCC persons and Resident in the Kingdom

Noteholders 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 realized in respect of the Notes will be part of such Noteholder's reportable gross income in the Kingdom, subject to 20% 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).

Noteholders 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 Notes and these incomes are connected to business activity in the Kingdom, such income generally will be subject to 20% corporate income tax in the Kingdom. For Noteholders that are non-GCC natural persons and resident in the Kingdom who are not engaged in any business activity, these Noteholders may be subject to Saudi Arabian income tax. Such prospective Noteholders 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 Notes and/or receiving any payments thereunder.

(C) Noteholders who are not Resident in the Kingdom having no Permanent Establishment

Direct payments (if any) by the Bank or any Saudi tax resident that are in the nature of a loan charge (other than capital gains realised from disposal of notes) in respect of the Notes (as provided by the Terms and Conditions of the Notes) to noteholders that are resident outside the Kingdom are subject to WHT at a rate of 5% in the Kingdom. In a few limited instances, noteholders may claim a refund of the WHT where a double tax treaty is in place between the Kingdom and the country in which the Noteholder 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 may require the Bank to pay additional amounts in the event that any withholding or deduction is required by applicable law in respect of payments made by it to the noteholders.

Non-resident entities having a Permanent Establishment in the Kingdom are subject to Saudi Arabian corporate income tax at the rate of 20% in respect of any profit payments received or gain realised in respect of the Notes 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 the Zakat Regulations).

Transfer Taxes/Stamp Duty

There are no transfer taxes/stamp duty regimes currently applicable in Saudi Arabia.

Indirect Tax

Value Added Tax

The Kingdom introduced VAT with effect from 1 January 2018 pursuant to ratifying the GCC Framework Agreement with the remaining GCC member states. The VAT legislation was implemented in the Kingdom in line with the GCC Framework Agreement. The VAT Implementing Regulations have recently been amended, with most changes taking effect from 18 April 2025. These amendments introduce updates to several articles of the Regulations.

All goods and services supplied within or imported into the Kingdom are subject to VAT, unless they are classified as exempt or outside the scope for VAT purposes. Certain supplies are prescribed to be subject to VAT at a rate of zero (including qualifying medicines and medical goods, investment metals, qualified military goods, supplies to diplomatic missions, exports and international transportation). From 1 July 2020, the standard rate of VAT was increased from 5% to 15% and is applicable on all the standard-rated taxable supplies made in the Kingdom.

Certain financial services, including those where the consideration payable in respect of the services is by way of an implicit margin or spread (including but not limited to interest, spread, margin or other implicit margin), are treated as exempt supplies from a Saudi Arabian VAT perspective. Further, the exemption also applies to the issue or transfer of a debt security, equity security, or any other transferable document recognising an obligation to pay a monetary amount to the bearer.

"Note" is not a defined term for Saudi Arabian VAT purposes but is akin in nature to a debt security and should be exempt for Saudi Arabian VAT purposes where the supply is made by a registered taxpayer in the Kingdom as a part of its regular economic activity. However, the issue of securities by persons residing outside the Kingdom would be outside the scope of VAT in Saudi Arabia. Any additional fee, such as an administration charge in relation to the issue of a security, would be treated as consideration for a taxable supply subject to VAT where the supply is made in Saudi Arabia. Such an additional fee could be subject to VAT under a reverse charge mechanism if it is received by a VAT-registered taxpayer in the Kingdom from a supplier located outside Saudi Arabia.

Profits generated by holding the Note or trading gains from its sale should be treated as VAT-exempt or outside the scope of VAT (depending on the client-specific circumstances of the transaction) for Saudi Arabian VAT purposes. The VAT exemption does not apply to fees charged by brokers or other intermediary parties for their services.

Further, should certain services be subject to Saudi Arabian VAT, supplies that are not related to Saudi Arabian real estate services and in other cases prescribed by law may qualify for a zero rating if supplied to a Saudi Arabian non-resident who benefits from the service outside of Saudi Arabia, subject to the

fulfilment of the relevant conditions as mentioned in Article 33 of the Saudi Arabian VAT implementing regulations. Otherwise, the services would be subject to VAT at the standard rate of 15%.

The precise reporting requirements related to the various payments and receipts associated with the aforementioned transactions will depend on the residence of the Noteholders, their types of activity and whether they are registered for Saudi Arabian VAT purposes. However, with the exception of explicit fees or charges, any trading gains should not be subject to VAT as they should either be treated as outside the scope or exempt for the purposes of Saudi Arabian VAT.

Real Estate Transaction Tax ("RETT")

Pursuant to the Royal Decree No. (A/84) dated 1 October 2020, RETT implementing regulations were announced treating certain supplies of real estate as exempt from Saudi Arabian VAT and implementing RETT at the rate of 5%. The RETT implementing regulations became effective on 4 October 2020. Subsequently, the ZATCA announced certain amendments to the RETT implementing regulations through different ministerial resolutions.

The tax base for RETT should be the value agreed upon between the parties, or the value of the property, provided that it is not less than the fair market value at the date of disposal.

Further, RETT at 5% will be imposed on certain real estate transactions. As explained above, the transactions under consideration refer to any legal act of transferring ownership or possession of Saudi Arabian real estate, including - but not limited to - contracts intended for transferring the right of usage or the right to a long-term lease.

RETT would not be applicable on disposal of real estate located outside Saudi Arabia.

Each real estate transaction must be registered with ZATCA and RETT accounted for by the seller on each transaction separately. Certain real estate transactions are exempt from RETT, for example: disposals related to family or charitable endowments; dividing property for inheritance purposes; gifts between relatives up to the third degree; disposal of real estate in accordance with a legally documented will; disposals by a public entity acting in its capacity as a public authority, or to any public legal persons or projects of public interest; temporary disposals for the purpose of a guarantee for financing or credit or transferring between an investment fund and custodian; a contribution for shares of a company established in the Kingdom (except for joint venture companies), provided the shares are not disposed of within five years; disposals if one of the parties is a foreign government, international organization, diplomatic or military body, or mission or a member of the diplomatic, consular or military corps accredited in Saudi Arabia, provided reciprocity applies; in kind contribution to real estate investments funds, provided that the respective fund units are not disposed of until the date of termination or liquidation, or within five years from the date of ownership of units, subject to certain conditions.

Moreover, under Royal Decree No. M/84, dated 22 September 2024, the RETT law has been officially published in the Official Gazette on 11 October 2024, which is effective from 9 April 2025. Furthermore, on 9 April 2025, ZATCA approved the new implementing regulations for RETT in pursuance to the RETT Law, which are in effect from the same date. The updated RETT law includes changes related to:

- Undocumented transactions;
- Definition of real estate company (Article 1);
- Responsibility for payment of RETT (Article 7);
- RETT exemption (Article 3);
- Time limit for assessment by ZATCA (Article 8); and
- Change in penalty provision (Article 15).

According to the RETT law and new implementing regulations, the real estate company is defined as any company, fund or entity - regardless of the purpose of establishment - that directly or indirectly owns real estate within the Kingdom with the aim of generating revenues from the real estate by selling or renting it, provided that the total fair market value of such real estate shall not be less than 50% of the total fair market

value of the company's assets on the date of the transfer of shares in that company or at any time during the period of 365 days, preceding the date of the transfer of the shares. The real estate transaction in the case of a transfer of shares in a real estate company will be subject to RETT under certain conditions.

White Land and Vacant Real Estate Tax Law

On 12 May 2025, the Saudi Council of Ministers approved significant amendments to the White Land Tax Law through Ministerial Resolution No. 758 dated 1/11/1446H (corresponding to 29 April 2025), introducing a tax on vacant real estate.

The revised framework replaces the previous flat-rate 2.5% annual White Land Tax with a more detailed system that ties tax rates to the value of the land or property. Under the new structure, white land may be taxed at rates of up to 10%, while vacant properties may be subject to rates of up to 5% (may increase to 10%) depending on asset characteristics and prevailing market conditions. The implementing regulations governing White Land Tax have been officially published on 22 August 2025, while the implementing regulations for Vacant Real Estate are expected to be issued within one year from the publication date of the amendments.

General Definitions

For the purposes of Tax and Zakat summary:

"GCC" means Gulf Cooperation Council, which consists of the Kingdom of Bahrain, Kuwait, the Sultanate of Oman, the State of Qatar, Saudi Arabia and the United Arab Emirates.

A "GCC Person" means (a) a natural person having the nationality of any of the countries within the GCC and (b) any legal entity owned by GCC nationals and established under the laws of a country in the GCC..

"Permanent Establishment" Subject to the exceptions stipulated in the Income Tax Law, a "Permanent Establishment" of a non-resident in the Kingdom represents a permanent place for the non-resident's activity where such person conducting the activity either fully or partly, which also includes any activity conducted by the non-resident through an agent. A non-resident carrying out an activity in the Kingdom through a licensed branch is considered to have a Permanent Establishment in the Kingdom.

A person is "**Resident**" in the Kingdom for tax purposes (as defined in Chapter 2—Article 3 of the Income Tax Law and Article 4 of the Zakat Regulations), if it meets the following conditions:

A natural person is considered Resident in Saudi Arabia for a taxable year if they meet either of the two following conditions:

- (i) they have a permanent place of abode in Saudi Arabia and is physically present in Saudi Arabia for a total of not less than 30 days in the taxable year; or
- (ii) they are physically present in Saudi Arabia for a period of not less than 183 days in the taxable year, whether continuous or in aggregate;

A company is considered Resident in Saudi Arabia during a taxable year if it meets either of the following conditions:

- (i) it is formed in accordance with the Saudi Companies Law; or
- (ii) its place of central control and management is located in Saudi Arabia.

Noteholders will not be deemed to be a Resident, domiciled or carrying on business in Saudi Arabia solely by reason of holding any Notes.

FATCA

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 passthru payments**") to persons that fail to meet certain certification, reporting or related requirements. The Bank is a foreign financial institution for these purposes. A number of jurisdictions (including Bahrain) 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 Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as Notes, 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 Notes, such withholding would not apply prior to the date that is two years after the date on which final regulations defining "foreign passthru payments" are published in the U.S. Federal Register and Notes 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 passthru payments" are published generally would be grandfathered for the purposes of FATCA withholding unless materially modified after such date. However, if additional Notes (as described under Condition 17 (*Further Issues*)) that are not distinguishable from previously issued Notes are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Notes, including the Notes offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. Noteholders should consult their own tax advisers regarding how these rules may apply to their investment in Notes. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, no person will be required to pay additional amounts as a result of the withholding (as described under Condition 11 (*Taxation*)).

THE PROPOSED FINANCIAL TRANSACTIONS TAX

On 14 February 2013, the European Commission published a proposal (the "**Commission's Proposal**") for a Directive for a common financial transaction tax ("**FTT**") in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the "**participating Member States**"). However, Estonia has since stated that it will not participate.

The Commission's Proposal has very broad scope and could, if introduced, apply to certain dealings in the Notes (including secondary market transactions) in certain circumstances. The issuance and subscription of Notes should, however, be exempt.

Under the Commission's Proposal, FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in the Notes where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including: (i) by transacting with a person established in a participating Member State; or (ii) where the financial instrument which is subject to the dealings is issued in a participating Member State.

However, the FTT proposal remains subject to negotiation between participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate.

Prospective holders of the Notes are advised to seek their own professional advice in relation to the FTT.

SUBSCRIPTION AND SALE

Notes may be sold from time to time by the Bank to any one or more of Citigroup Global Markets Limited, Emirates NBD Bank PJSC, First Abu Dhabi Bank P.J.S.C., GIB Capital (A Single Shareholder Company), J.P. Morgan Securities plc, SMBC Bank International plc and Standard Chartered Bank (the "**Dealers**"). The arrangements under which Notes may from time to time be agreed to be sold by the Bank to, and purchased by, Dealers are set out in an amended and restated dealer agreement dated 30 October 2025 (the "**Dealer Agreement**") and made between the Bank and the Dealers. Any such agreement will, *inter alia*, make provision for the price at which such Notes will be purchased by the Dealers and the commissions or other agreed deductibles (if any) payable or allowable by the Bank in respect of such purchase. The Dealer Agreement makes provision for the resignation or termination of appointment of existing Dealers and for the appointment of additional or other Dealers either generally in respect of the Programme or in relation to a particular Tranche of Notes. Each new Dealer so appointed will be required to represent, warrant and undertake to the following selling restrictions as part of its appointment.

In the Dealer Agreement, the Bank has agreed to reimburse the Dealers for certain of their expenses in connection with any future update of the Programme and the issue of Notes under the Programme and to indemnify the Dealers against certain liabilities incurred by them in connection therewith.

United States of America

The Notes 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.

The Bearer Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a U.S. person, except in certain transactions permitted by U.S. Treasury regulations. Terms used in this paragraph have the meanings given to them by the United States Internal Revenue Code of 1986, as amended, and Treasury regulations promulgated thereunder. The applicable Final Terms or the applicable Pricing Supplement (as the case may be) will identify whether TEFRA C rules or TEFRA D rules apply or whether TEFRA rules are not applicable.

Each Dealer has agreed that, except as permitted by the Dealer Agreement, it will not offer, sell or deliver Notes: (i) as part of their distribution at any time; or (ii) otherwise until 40 days after the completion of the distribution of the Notes comprising the relevant Tranche, as determined and certified to the Fiscal Agent or the Bank by such Dealer (or, in the case of a sale of a Tranche of Notes to or through more than one Dealer, by each of such Dealers as to the Notes of such Tranche purchased by or through it, in which case the Fiscal Agent or the Bank shall notify each such Dealer when all such Dealers have so certified) 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. Each Dealer has also agreed that it will send to each dealer to which it sells Notes during the distribution compliance period relating thereto a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons.

In addition, until 40 days after the completion of the distribution of Notes comprising any Tranche, any offer or sale of Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

Terms used in the above paragraphs have the meanings given to them by Regulation S.

Prohibition of Sales to EEA Retail Investors

Unless the applicable Final Terms or the applicable Pricing Supplement (as the case may be) in respect of any Notes specifies "Prohibition of Sales to EEA Retail Investors", as "Not Applicable", each Dealer has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this base prospectus as completed by the applicable Final Terms or the applicable Pricing Supplement (as the case may be) in relation thereto to any retail investor in the EEA. For the purposes of this provision:

- (i) the expression "**retail investor**" means a person who is one (or more) of the following:
 - (a) a retail client as defined in point (11) of Article 4(1) of MiFID II; or
 - (b) 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; and
 - (c) not a qualified investor as defined in the Prospectus Regulation; and
- (ii) 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 Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

If the applicable Final Terms or the applicable Pricing Supplement (as the case may be) in respect of any Notes specifies "Prohibition of Sales to EEA Retail Investors" as "Not Applicable" in relation to each Member State of the EEA each Dealer has represented and agreed that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this base prospectus as completed by the Final Terms in relation thereto to the public in that Member State except that it may make an offer of such Notes to the public in that Member State:

- (a) **Qualified investors:** at any time to any legal entity which is a qualified investor as defined in the EU Prospectus Regulation;
- (b) **Fewer than 150 offerees:** at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the EU Prospectus Regulation), subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Bank for any such offer; or
- (c) **Other exempt offers:** at any time in any other circumstances falling within Article 1(4) of the EU Prospectus Regulation,

provided that no such offer of Notes referred to in (a) to (c) above shall require the Bank or any Dealer to publish a prospectus pursuant to Article 3 of the EU Prospectus Regulation, or supplement a prospectus pursuant to Article 23 of the EU Prospectus Regulation.

For the purposes of this provision, the expression an "**offer of Notes to the public**" in relation to any Notes in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes and the expression "**EU Prospectus Regulation**" means Regulation (EU) 2017/1129, as amended.

United Kingdom

Prohibition of sales to UK Retail Investors

Unless the Final Terms or the applicable Pricing Supplement (as the case may be) in respect of any Notes specifies "Prohibition of Sales to UK Retail Investors" as "Not Applicable", each Dealer has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the applicable Final Terms or the applicable Pricing Supplement (as the case may be) to any retail investor in the United Kingdom. For the purposes of this provision:

- (i) the expression "**retail investor**" means a person who is one (or more) of the following:
 - (a) 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
 - (b) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, 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

- (c) not a qualified investor as defined in Article 2 of the UK Prospectus Regulation; and
- (ii) 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 Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

If the applicable Final Terms or the applicable Pricing Supplement (as the case may be) in respect of any Notes specifies "Prohibition of Sales to UK Retail Investors" as "Not Applicable", each Dealer has represented and agreed that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the applicable Final Terms or the applicable Pricing Supplement (as the case may be) in relation thereto to the public in the United Kingdom except that it may make an offer of such Notes to the public in the United Kingdom:

- (a) **Qualified investors:** at any time to any legal entity which is a qualified investor as defined in Article 2 of the UK Prospectus Regulation;
- (b) **Fewer than 150 offerees** at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in Article 2 of the UK Prospectus Regulation) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Bank for any such offer; or
- (c) **Other exempt offers:** at any time in any other circumstances falling within section 86 of the FSMA,

provided that no such offer of Notes referred to in (a) to (c) above shall require the Bank or any Dealer to publish a prospectus pursuant to section 85 of the FSMA or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation.

Other UK Regulatory Restrictions

Each Dealer has represented and agreed that:

- (i) 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 Notes in circumstances in which Section 21(1) of the FSMA would not, if it was not an authorised person, apply to the Bank; and
- (ii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

Switzerland

Each Dealer has represented and agreed that: (i) the Notes may not be publicly offered, sold or advertised, directly or indirectly, in or from Switzerland within the meaning of the Swiss Financial Services Act ("FINSA") and no application has or will be made by it to admit any Notes to trading on any trading venue (exchange or multilateral trading facility) in Switzerland; (ii) neither this Base Prospectus nor any other offering or marketing material relating to the Notes constitutes a prospectus as such term is understood pursuant to FINSA and (iii) neither this Base Prospectus nor any other offering or marketing material relating to the Notes may be publicly distributed or otherwise made publicly available by it in Switzerland.

Japan

The Notes 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 that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Notes 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, a 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. As used in this paragraph, "**resident of Japan**" means any person resident in Japan, including any corporation or other entity organised under the laws of Japan.

Singapore

Each Dealer has acknowledged that this Base Prospectus has not been and will not be registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented and agreed that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Base Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to any person in Singapore other than: (a) 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 (b) 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.

Kingdom of Bahrain

Each Dealer has represented and agreed that it has not offered or sold, and will not offer or sell, any Notes except on a private placement basis to persons in the Kingdom of Bahrain who are "accredited investors".

For this purpose, an "**accredited investor**" means:

- (i) 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;
- (ii) a company, partnership, trust or other commercial undertaking which has financial assets available for investment of not less than U.S.\$1,000,000;
- (iii) 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
- (iv) any other entity which is an "accredited investor" as defined in the Central Bank of Bahrain Rulebook.

Kingdom of Saudi Arabia

No action has been or will be taken in the Kingdom of Saudi Arabia that would permit a public offering of the Notes. Any investor in the Kingdom of Saudi Arabia or who is a Saudi person (a "**Saudi Investor**") who acquires any Notes pursuant to an offering should note that the offer of Notes is a private placement under Article 8 of the "Rules on the Offer of Securities and Continuing Obligations" as issued by the Board of the Capital Market Authority pursuant to resolution number 3-123-2017 dated 27 December 2017, as amended (the "**KSA Regulations**"), made through a capital market institution licensed by the Capital Market Authority in accordance with the KSA Regulations.

The Notes 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 KSA Regulations or by way of a limited offer under Article 9 of, or otherwise required or permitted by, the KSA Regulations. Each Dealer has represented and agreed that any offer of Notes 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 KSA Regulations.

Each offer of Notes shall not therefore constitute a "public offer", an "exempt offer" or a "parallel market offer" pursuant to the KSA Regulations, but is subject to the restrictions on secondary market activity under Article 14 of the KSA Regulations.

United Arab Emirates (excluding the Dubai International Financial Centre and the Abu Dhabi Global Market)

Each Dealer has represented and agreed that the Notes have not been and will not be offered, sold or publicly promoted or advertised by it in the United Arab Emirates (excluding the Dubai International Financial Centre and the Abu Dhabi Global Market) other than in compliance with any laws applicable in the United Arab Emirates (excluding the Dubai International Financial Centre and the Abu Dhabi Global Market) governing the issue, offering or sale of securities.

Dubai International Financial Centre

Each Dealer has represented and agreed that it has not offered and will not offer the Notes to any person in the Dubai International Financial Centre unless such offer is:

- (i) an "**Exempt Offer**" in accordance with the Markets Rules (MKT) Module of the Dubai Financial Services Authority (the "**DFSA**") Rulebook; and
- (ii) 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.

Abu Dhabi Global Market

Each Dealer has represented and agreed that it has not offered and will not offer the Notes to any person in the Abu Dhabi Global Market unless such offer is:

- (i) an "**Exempt Offer**" in accordance with Rule 4.3 of the Market Rulebook of the Financial Services Regulatory Authority (the "**FSRA**");
- (ii) made only to persons who meet the Professional Client criteria set out in Rule 2.4.1 of the Conduct of Business Rulebook of the FSRA; and
- (iii) made only in circumstances in which the "Financial Promotion Restriction" set out in section 18(1) of the Financial Services and Markets Regulations 2015 does not apply.

State of Qatar (including the Qatar Financial Centre)

Each Dealer has represented and agreed that it has not offered, delivered or sold, and will not offer, deliver or sell at any time, directly or indirectly, any Notes 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 Prospectus: (i) has not been, and will not be, filed, reviewed, 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 specific 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.

General

Each Dealer has represented and agreed that it has (to the best of its knowledge and belief) complied and will comply in all material respects with all applicable laws and regulations in each country or jurisdiction in or from which it purchases, offers, sells or delivers Notes or possesses, distributes or publishes this Base Prospectus, any Final Terms or any Pricing Supplement (as applicable) or any related offering material, in all cases at its own expense. Other persons into whose hands this Base Prospectus or any Final Terms or any Pricing Supplement (as applicable) comes are required by the Bank and the Dealers to comply with all applicable laws and regulations in each country or jurisdiction in or from which they purchase, offer, sell or deliver Notes or possess, distribute or publish this Base Prospectus, any Final Terms or any Pricing Supplement (as applicable) or any related offering material, in all cases at their own expense.

The Dealer Agreement provides that the Dealers shall not be bound by any of the restrictions relating to any specific jurisdiction (set out above) to the extent that such restrictions shall, as a result of change(s) or change(s) in official interpretation, after the date hereof, of applicable laws and regulations, no longer be applicable but without prejudice to the obligations of the Dealers described in the paragraph above.

Selling restrictions may be supplemented or modified with the agreement of the Bank. Any such supplement or modification may be set out in the applicable Final Terms (in the case of a supplement or modification relevant only to a particular Tranche of Notes) or in a supplement to this Base Prospectus.

GENERAL INFORMATION

Authorisation

The update of the Programme was authorised by resolutions of the Board of Directors of the Bank passed on 19 October 2025. 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 Notes.

Listing of the Notes

The admission of Notes (other than Exempt Notes) to the Official List will be expressed as a percentage of their principal amount (excluding accrued interest). It is expected that each Tranche of Notes (other than Exempt Notes) which is to be admitted to the Official List and to trading on the Main Market will be admitted separately as and when issued, subject only to the issue of a Global Note or Notes initially representing the Notes of such Tranche.

Application has been made to the FCA for Notes (other than Exempt Notes) issued under the Programme to be admitted to the Official List and to the London Stock Exchange for such Notes to be admitted to trading on the Main Market. The listing of the Programme in respect of such Notes is expected to be granted on or around 5 November 2025.

Exempt Notes may be issued pursuant to the Programme.

Legal and Arbitration Proceedings

There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Bank is aware) in the 12 months preceding the date of this Base Prospectus which may have, or have in such period had, a significant effect on the Bank and/or the GIB Group's financial position or profitability.

Significant/Material Change

There has been no significant change in the financial performance or financial position of the Bank or the GIB Group since 30 June 2025.

There has been no material adverse change in the prospects of the Bank or the GIB Group since 31 December 2024.

Independent Auditors

The Annual Financial Statements have been jointly audited in accordance with the International Standards on Auditing ("ISA") that are endorsed in the Kingdom of Saudi Arabia, without qualification by Ernst & Young Professional Services (Professional LLC) ("EY") and KPMG Professional Services Company ("KPMG"), each of which is authorised and regulated by the Saudi Organization for Chartered and Professional Accountants (SOCPA) and the Ministry of Commerce of the Kingdom of Saudi Arabia.

The Interim Financial Information has not been audited but has been jointly reviewed by EY and KPMG in accordance with International Standard on Review Engagements 2410, *"Review of Interim Financial Information Performed by the Independent Auditor of the Entity"*, as endorsed in the Kingdom of Saudi Arabia, as stated in their joint review report incorporated by reference herein.

With respect to the Interim Financial Information, EY and KPMG have jointly reported that they have applied limited procedures in accordance with International Standard on Review Engagements 2410, *"Review of Interim Financial Information Performed by the Auditor of the Entity"*, as endorsed in the Kingdom of Saudi Arabia. Their joint review report dated 26 August 2025, incorporated by reference herein, states that they did not audit and they do not express any audit opinion on that interim financial information. Accordingly, the degree of reliance on their report on such interim information should be restricted in light of the limited nature of the review procedures applied.

Documents on Display

For the period of 12 months following the date of this Base Prospectus, copies of the following documents will, when published, be available for inspection from <https://www.gib.com/ksa/en/gibksa-at1>:

- (a) this Base Prospectus (and any supplements to this Base Prospectus);
- (b) the consolidated financial statements (including the joint auditors' report thereon and notes thereto) of the Bank in respect of the year ended 31 December 2023;
- (c) the consolidated financial statements (including the joint auditors' report thereon and notes thereto) of the Bank in respect of the year ended 31 December 2024;
- (d) the unaudited interim condensed consolidated financial statements (including the joint auditors' review report thereon and notes thereto) of the Bank in respect of the three months and six months ended 30 June 2025;
- (e) the constitutional documents (with direct and accurate English translations thereof) of the Bank;
- (f) the Agency Agreement; and
- (g) the Deed of Covenant.

For the avoidance of doubt, unless specifically incorporated by reference into this Base Prospectus, information contained on the above-mentioned website does not form part of this Base Prospectus.

This Base Prospectus will also be available on the website of the Regulatory News Service operated by the London Stock Exchange at www.londonstockexchange.com/exchange/news/market-news/market-news-home.html.

Material Contracts

The Bank has not entered into contracts outside the ordinary course of business which could result in any obligations or entitlement that is material to the Bank's ability to meet its obligation to Noteholders in respect of any Notes issued.

Clearing of the Notes

It is expected that Notes will be accepted for clearance through Euroclear and Clearstream, Luxembourg. The appropriate Common Code, the International Securities Identification Number (ISIN), Financial Instrument Short Name (FISN) and Classification of Financial Instruments (CFI) code (as applicable) in relation to the Notes of each Tranche will be specified in the applicable Final Terms or the applicable Pricing Supplement (as the case may be).

The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels. The address of Clearstream, Luxembourg is Clearstream Banking S.A., 42 Avenue JF Kennedy, L-1855 Luxembourg.

Conditions for Determining Price and Yield

The issue price and the amount of the relevant Notes will be determined before filing of the applicable Final Terms or the applicable Pricing Supplement (as the case may be) of each Tranche, based on then prevailing market conditions.

The price and amount of Notes to be issued under the Programme will be determined by the Bank and each relevant Dealer at the time of issue in accordance with prevailing market conditions. In the case of different Tranches of a Series of Notes, the issue price may include accrued interest in respect of the period from the interest commencement date of the relevant Tranche (which may be the issue date of the first Tranche of the Series or, if interest payment dates have already passed, the most recent interest payment date in respect of the Series) to the issue date of the relevant Tranche.

The yield of each Tranche of Notes will be calculated on an annual or semi-annual basis using the relevant issue price at the relevant issue date. It is not an indication of future yield.

Post-Issuance Information

The Bank does not intend to provide any post-issuance information in relation to any issues of Notes.

Legal Entity Identifier (LEI)

The Legal Entity Identifier (LEI) of the Bank is 558600BYC3HXL0JSVU63.

Bank Website

The Bank's website is <https://www.gib.com/ksa/en>. Unless specifically incorporated by reference into this Base Prospectus, information contained on this website does not form part of this Base Prospectus.

Validity of this Base Prospectus

For the avoidance of doubt, the Bank shall have no obligation to supplement this Base Prospectus after the end of its 12-month validity period.

Dealers Transacting with the GIB Group

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 Subsidiaries, in the ordinary course of business for which they have received, and for which they may in the future receive, fees. Certain of the Dealers and their affiliates may have positions, deal or make markets in the Notes issued under the Programme, related derivatives and reference obligations, including (but not limited to) entering into hedging strategies on behalf of the Bank and its affiliates, investor clients, or as principal in order to manage their exposure, their general market risk, or other trading activities.

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 loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Bank or the Bank's affiliates. The Dealers and/or their affiliates may receive allocations of Notes (subject to customary closing conditions), which may affect the future trading of the Notes.

Certain of the Dealers or their affiliates that have a lending relationship with the Bank routinely hedge their credit exposure to the Bank 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 the Notes issued under the Programme. Any such short positions could adversely affect future trading prices of Notes 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.

REGISTERED/HEAD OFFICE OF THE BANK

Gulf International Bank – Saudi Arabia

5515 Cooperative Council Road
Al Khuzama Area, Unit No. 54,
P.O. Box 93, Al Khobar 31952
Kingdom of Saudi Arabia

ARRANGER

GIB Capital (A Single Shareholder Company)

Low Rise Building 1, Granada Business & Residential Park
Eastern Ring Road
P.O. Box 89589
Riyadh 11692
Kingdom of Saudi Arabia

DEALERS

Citigroup Global Markets Limited

Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB
United Kingdom

Emirates NBD Bank PJSC

c/o Emirates NBD Capital Limited
ICD Brookfield Place, Level 7
Dubai International Financial Centre
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