

# General and Special Terms and Conditions for Accounts and Banking Services

These Terms and conditions shall form an integral part of the form of opening of the account signed by the customer (natural person or legal entity), for the purpose of opening any types of accounts and/or get the benefit of any of the services and products offered by "KUWAIT FINANCE HOUSE" ("KFH") by any of its branches. By signing these terms and conditions, the customer acknowledges that he/she has reviewed these terms and conditions and has obtained a copy of it and that he/she has been given a sufficient time to read these terms and conditions, understands it, agreed to be bound by and to apply it to all the types of accounts which will be opened or any service or product that the customer wishes to benefit in the bank. The Bank shall always have the right; to amend these terms and conditions, these amendments shall be effective after the amendment is published in accordance with the procedures followed by the bank with the new amendments

## **General terms and conditions of accounts and services:**

- 1- According to the approved fees and commissions list, the Customer acknowledges that KFH has the right to impose new fees/commissions, or to fulfill or modify the existing fees/commissions or modify the terms and conditions of some or all services/products after informing the customer by any means of communication including electronic communication. The customer hereby authorizes KFH to collect such fees and commissions and debit it from any of KFH accounts without the need to obtain the Customer's consent, and to notify the customer later. "KUWAIT FINANCE HOUSE" has the right to demand the customer to immediately settle the debit balance.
- 2- This account is subject to Kuwait Finance House internal decisions, which define all accounts related to the associated operations.
- 3- The account is considered dormant if it does not move for a year regardless of its balance, the customer can activate the account from the available channels, KFH can also activate the account to cover any obligation to the customer without the presence of the customer or their legal representative.
- 4- The customer has the right to request the issuance of the "messenger card" to deposit cash and cheques in the deposit machines available at KFH banking branches.
- 5- The account holder or his/her legal representative may close the account if there are no claims or obligations related to this account. In the investment accounts in case the customer wishes to close the investment account, then it will be recorded how to dispose the account's profits of the account which will be closed and will be printed on the closure document and signed by the customer.
- 6- The customer acknowledges that the information provided for opening the account is correct and accurate. The customer undertakes to notify KFH of any change made to the information provided and undertakes to provide any additional information required by KFH. The customer shall provide the bank with such information within a maximum period of 30 days from the date of change or from the date of the request.
- 7- KFH shall have the right at any time and without any prior notice or objection to effect set-off between all the accounts of the account holder to settle the debts owed to KFH, and the customer agrees to consider all accounts opened in his/her name at KFH and its branches (including deposits) as an integral part and shall be deemed securing fulfillment of all the Customer's obligations towards KFH. The natural individual customers will be notified of the set-off procedure later.
- 8- KFH shall have the right ,immediately and without notice, to freeze all accounts of the customer and any accounts of other parties that is related to the customer account, if the customer's name is indicated on the lists issued by the sanctions committees of the Security Council or the local lists issued by the Committee for the implementation of United Nations Security Council resolutions under Chapter VII of the Charter of the United Nations on terrorism and the suppression of the Financing of Terrorism, which was formed by ministerial Decree No. 4 of 2014
- 9- KFH shall have the right, at any time and without prior notice or objection, to close the account or accounts of the customer and its associated parties, if the customer's name is included in any lists used by KFH to inquire about the blacklisted persons, for example (OFAC list or any other related lists).
- 10- KFH has the right to refuse to cash a cheque drawn on the account of one of its customers, if the beneficiary of the cheque (third party beneficiary without having KFH accounts) is found to be included in any lists used by KFH to inquire about the blacklisted persons. Example (OFAC or any other related lists).
- 11- KFH may not accept a cash deposit on the account of one of its customers, if the applicant's name (third party applicant, not the account holder) is included in any lists used by KFH to inquire about the blacklisted persons, for example (OFAC or any other related lists).
- 12- The account holder agrees that KFH shall have the right to claim from the customer any amounts credited to his account by mistake with its obligation to pay and repay it in the manner and on the dates specified by KFH.
- 13- The customer cannot withdraw any amount deposited in his/her account for collection until after the actual collection.
- 14- Deposits are accepted on account in all branches in cash, or cheques drawn on the branches of KFH or local banks. The client may also use other applicable deposit methods such as transfer between accounts, or through the electronic services provided by KFH, including the comprehensive deposit machines.
- 15- The account holder may withdraw cash from the available balance of the account, make foreign remittances, payment orders, fixed orders or transfer to another account in KFH or at local banks, or create investment deposits, or any other withdrawals by deduction from the account in accordance with the established system. The agent may, by an official Power of Attorney or a bank power of attorney issued by KFH to carry out all or some of the acts referred to in accordance with the terms referred to in the Power of Attorney within the powers granted.
- 16- The customer can use the deposit and withdrawal methods that may be introduced when the necessary conditions are met.
- 17- KFH has the right to refuse or to accept deposits in any account or to set limits on the amounts that can be credited to the account.
- 18- Any modification or correction on the restrictions signed by the responsible officer shall be deemed effective and valid, and the account holder may not claim the value of the erroneous deposits in his or her account and he /she will authorize KFH to make and record all correction restrictions on the account.
- 19- KFH is not legally responsible for any error unless it is proved that it is the result of negligence.
- 20- The relationship between the account holder and KFH shall be governed by the provisions of the laws in force in the State of Kuwait and without contradiction to the provisions of the Islamic Sharia'a and in accordance with the provisions of KFH.
- 21- The investment deposits at KFH will be renewed automatically unless one of the parties notifies the other party not to renew before the expiry date of the deposit.
- 22- Customers authorize KFH to request the general Authority for civil information to provide legal information related to the customers and any changes that have occurred to update his/her information, without any liability to the public authority for civil information or to KFH.
- 23- The customer acknowledges his commitment to all provisions of Law No. 106 of 2013 on combating money-laundering and the financing of terrorism, and the instructions of the supervisory authorities in this regard.
- 24- The customer acknowledges that the name written in the account opening application is his/her real name and not symbolic, and that he/she is the primary beneficiary of the account to be opened and undertakes to provide the necessary information to those who delegate them in dealing with the account on his behalf and to submit the documents which prove the authenticity of these information.
- 25- The customer undertakes to maintain the cheques and shall bear the responsibility for these cheques and its loss, theft, forgery or unlawful use.
- 26- The customer will be provided with a debit card/pin number and shall bear the fees of the issuance of such card. The customer acknowledges that once he/she has received the debit card/envelope of the PIN that he/she can use the electronic services available for KFH customers. The customer undertakes to bear all the financial and legal obligations and liabilities for using such services.
- 27- If the debit card/ envelope of the PIN is not received within (60 days) from the date of its issuance/renewal, the customer authorizes KFH to destroy the card with a charge (issue/reissue) directly from the customer's account without his/her consent.
- 28- In case of the loss of debit card, the account holder must inform KFH immediately to cancel and to issue a new card with new fees.
- 29- As for foreign currencies accounts: Deposits and/or withdrawals from these accounts should be as following:
  - If the transaction was in the same currency of that account, transactions should be in the same amount.
  - If the transaction was in a different currency than the currency of the account, then the "the foreign exchange rate "should apply (according to the daily exchange rate of currencies).
  - If the operations are non-monetary, for example but not limited to (internal transfer, transfers and telex, deposit cheques in the account, standing orders, etc.) taking into consideration deducting any commission or expense if any in accordance with KFH approved fees list:
    - With the same amount if the corresponding account is in the same foreign currency.
    - "Buy and sell" if the corresponding account is in a different foreign currency.
- 30- KFH shall be entitled to close, freeze or restrict any account at any time by its sole discretion, in the event of closing the account, the available amounts (if any) will be credited to the security account.
- 31- The customer agrees to read and deal with his/her accounts and correspondence with KFH through electronic means of communication or telephone service as an alternative to the written correspondence unless the customer has instructions stating otherwise.
- 32- The customer agrees to accept the provisions of Law No. 20 of 2014 concerning electronic transactions and its implementing regulations in a matter not contrary to the provisions of Sharia.
- 33- Upon signing the agreement with KFH, the customer agrees to accept the oral approvals to complete the sale and purchase process.
- 34- The customer acknowledges that he/she is aware of the events that KFH may exclude the confidentiality of customer information and data, namely:
  - In the events of which information is disclosed with the written consent of the client.
  - In the event of which customer information must be disclosed in accordance with applicable laws and legislations within the laws and legislations in force by the regulatory authorities which KFH is subject to, including the Foreign Accounts Tax Compliance Act ""FATCA" and the common reporting standard.
- 35- The client irrevocably authorizes KFH to enter the account and provide the data contained in it to any relevant entity requesting it to carry out the process that the customer wishes to perform.
- 36- The client authorizes KFH to modify its data on the system in accordance with the official documents of the customer and authorizes KFH to address the relevant authorities in the country to request the necessary documents.
- 37- KFH is entitled to close a minor's account (17-21 years) without notification or opposition of the customer and cancel the pre-paid card if the salary or the student reward is not transferred to the account.

## Terms and conditions for opening bank accounts

### Section 1: Investment deposits

#### First: Conditions for calculating investment deposits

- Continuous Absolute Investment deposit.
- The minimum investment deposit amount is 5,000 KWD and the deposit is payable at the end of the financial year for the duration of the deposit.
- Absolute Investment deposit in foreign currencies
  - The minimum investment deposit amount is USD 10,000 or EUR 10,000 or GBP 5,000 for an optional period of 3 months, 6 months, 9 months or 1 year.
- Al Sidra Investment Deposit
  - The minimum investment deposit amount is 1,000 KWD for a year, and the deposit is due at the end of the financial year for the duration of the deposit.
- Al Kawthar Investment deposit
  - The minimum annual deposit amount with a monthly return is 10,000 KWD and its duration is one year, and the deposit is eligible for monthly profit.
- Five-year Investment deposit
  - The minimum annual deposit amount is 5,000 KWD and its duration is 5 years, and the deposit is payable at the end of each financial year for the duration of the deposit.
- Al Dimah Investment deposit
  - The minimum amount to open the account is 5,000 KWD and its duration (one month – 3/6/9/12 months), and the monthly deposit will be paid for one month's deposit, while deposits of 12, 9, 6, 3 months are paid to customers at the end of each financial quarter.

#### Second: Investment

- 1- KFH, as a partner, will invest the funds of the investment deposits in accordance with the principle of absolute Mudaraba and the investment deposits shall be entered One day after the date of issuance for the Kuwaiti dinar, two working days of the U.S. dollar, and Euro, and three working days for other currencies unless they encounter weekly or official holidays. The start date of the investment is the first working day after the holiday and KFH is free to act in whatever it deems appropriate for the common interest, including the identification of investment methods and areas.
- 2- Investment deposit funds are invested on the basis of absolute Mudaraba by 90% of the continuous investment deposit and 10% treated as an Interest-Free Loan/ Qard Hassan, as for other deposits (triple investment deposit, Sidra investment deposit and Al Kawthar investment deposit are on the basis of an absolute Mudaraba contract where 70% of the amount is invested, and the remaining 30% treated as an Interest-Free Loan/ Qard Hassan, and for the five-year investment deposit, the investment rate is 100%. The investment deposits in foreign currencies invest their amounts on the basis of the absolute Mudaraba Agreement contract according to the following ratios. The remaining ratios will be treated as "Qard Hassan":

Terms of Investment	3 Months	6 Months	9 Months	12 Months
Investment Rate	%70	%75	%80	%85

- 3- The deposit account shall not be opened in exchange for clearing cheques or uncollected sums unless they are collected.
- 4- The funds of Al-Dimah investment deposit are invested based on absolute Mudaraba basis and according to the following ratios and the remaining ratios shall be treated as an interest –free loan "Qard Hassan":

Terms of Investment	1 Month	3 Months	6 Months	9 Months	12 Months
Investment Rate	%70	%75	%80	%85	%90

#### Third: Cancellation

- 1- The term of the investment deposit is a necessary condition. The client may not request cancellation before the expiry of this period, and if KFH approves the cancellation, the investment deposit is subject to the following conditions:
  - The amount of the ongoing investment deposit and Sidra deposit shall be treated as an investment savings account in terms of the method of calculating profits if the investment deposit has not been completed for one year from the date of its last renewal. KFH is therefore entitled to re-calculate the profits and recover what has been paid to the customer in excess.
  - The client waives the profits of the investment deposit in foreign currencies for the current quarter and completes the remaining periods for the previous investment periods ended.
  - If Al Kawthar Investment deposit account is cancelled before the maturity date, the profit will be refunded for only the first three months that the customer has received since the deposit was created or renewed (whichever is sooner) and deducted from the amount of the deposit before its cancellation.
  - In the event of cancellation of the five-year investment deposit account prior to the maturity date, the profit for the elapsed years will be calculated based on the continuous deposit and the investment rate is 90% and for the past months (less than years) the profits are calculated based on the investment savings account for the year in which they are cancelled. The profit difference earned by the customer (since its creation or renewal, whichever is sooner) is retrieved from the amount of the deposit before it is cancelled.
- 2- If the customer requests the cancellation of the Al-Dimah investment deposit (12,9,6,3 months)" prior to the maturity date, the amount of the investment deposit shall be treated as an investment savings account for the year in which it is cancelled in terms of the method of calculating profits. On that note, KFH has the right to reassess and recalculate profits and return what was overpaid to the customer.
- 3- The Al-Dimah investment deposit for a period of one month is not entitled to any profit if cancelled.

#### Fourth: Profits and Loss

- 1- The owner of the investment deposit authorizes KFH in the event of profits or losses to be added to any account in Kuwaiti dinars automatically on the date of disbursement of profits. These profits apply to the terms of the deposits in those
- 2- The profits of the Al Kawthar investment deposit are credited to the customer accounts monthly.
- 3- For investment deposits in foreign currencies, profits are credited to customer accounts at the beginning of January, April, July and October of each year.

- 4- For investment deposits in foreign currencies, profits are credited to customer accounts at the beginning of January, April, July and October of each year.
- 5- For the monthly deposit, profits are added monthly and for deposits of 3, 6, 9, 12 months, the profits are credited quarterly at the beginning of January, April, July and October of each year.
- 6- The profits of the continued absolute investment deposit and the deposit of Sidra and the five years are deposited at the end of each financial year -after the announcement of profits-for the duration of the deposit

### Section 2: Investments Saving Accounts

#### First: Special conditions based by Account type:

- **Investment savings account in Kuwaiti dinars:**
  - The account is open to natural individuals only.
- **Investment savings account in foreign currencies:**
  - This account is presented in three major currencies: USD, GBP and euro, and the account is open to natural individuals only.
- **Al-Rabeh Account:**
  - Investment savings account in Kuwaiti dinars, there is no minimum limit to open the account, and the account is open to individuals only.
  - The customer can transfer his salary to this account.
  - Customer may not open more than one account from Al-Rabeh account.
  - Al-Rabeh account includes a campaign of promotional prizes provided by KFH shareholders.
- **Investment savings account for children "Baiti" in Kuwaiti dinars:**
  - The account for children from the date of birth until the completion of the age of 14 years.
  - The account is opened with the knowledge of the natural guardian (Father or grandfather of the father in the event of the death of the Father), the guardian of a court judgment, or the benefactor (i.e. full-fledged adult aged 21 years and above regardless of kinship).
  - No credit card (Visa or MasterCard) is allowed on this account.
  - At the time of opening the account, the donor is entitled not to be subject to Father, grandparent or guardian's jurisdiction. In such case, the balance shall be removed from the jurisdiction of these persons, who may not administer it or withdraw from it, nor shall the same donor have the right to administer or withdraw this account unless it has been specifically authorized to do so by a final court judgment.
  - In the case of the donation referred to, the account is allowed to be managed and drawn from: The Natural guardian (Father and grandfather of the father), the Guardian and the minor upon reaching the age of majority, who has the right to administer the account and request its closure.
  - Both the trustee and the contributor may not assign others in the management and withdrawal of the account unless the judgment of the first appointment and the latter is fixed.
  - It is prohibited to link the investment savings account for children "Baiti" with the accounts of the natural guardian and is linked with the accounts for the child only.
  - The debit card is issued to those who have the status of account management without fees for the first issue and in the renewal, fees are collected, and the visa Electron card is not exported at the request of the donor without a court verdict.
  - No transfer of any special amounts (salary, reward, subsidy, alimony) is permitted.
  - The children's account is not allowed to be opened at the request of the General Authority for Minors Affairs.
- **Al-Hassad Account:**
  - Investment savings account in Kuwaiti dinars, and the account is open to natural individuals only.
  - The funds are invested in it based on the Wakala Sharia'a investment principle, in which the customer is promised pre-expected profit rates, He shall invest the funds he puts at his disposal in the investment business of KFH as he deems appropriate, in his capacity as the agent of the client in carrying out these acts on his behalf by managing his investments, including delegated and contracted by himself or with others.
  - Customer may not open more than one account from Al-Hassad account.
  - Al-Hasad account includes a campaign of promotional prizes provided by KFH shareholders.
- **Long-term investment accounts:**
  - The investment plan for higher education for minors "Jameati", the investment plan for retirement "Thimar", the investment plan for the purposes of marriage "Rafaa", The multi-purpose investment plan "Injaz", The investment plan for private health care "Shifaa" These accounts are provided in Kuwaiti dinars only.
  - Accounts (Injaz/Thimar/Rafaa/Shifaa) are open to individuals only. From 21 years to 55 years for the plans of Injaz and Thimar, from 21 to 60 years for a Rafaa plan and from 21 to 61 years for the Shifaa plan.
  - A university account of higher education for minors is opened in the name of the minor child (from birth to 14 years).
  - The account is opened by the Natural Guardian (Father-grandfather of the father).
  - The mother has the right to open the account if she is a guardian of the minor under a final judgment issued by the court.
  - If the mother donates an account to the minor, she may require that the money not be subject to Father or grandfather's jurisdiction, if any. The court shall appoint a trustee to administer the account unless the mother has chosen a trustee to administer the account and a judgment of the court must be obtained by fixing it.
  - If the minor is 18 years of age, the Guardian or trustee may authorize the minor to administer an account "Jameati" and the authorization shall be given by the Ministry of Justice, and the minor may administer the account if the court authorizes him to do so.
  - When opening the accounts, the total amount to be provided is determined and the amount of the monthly deduction and the time of the total amount is determined, and the total amount may be adjusted, and the final instalment value adjusted at any time from the account's validity.
  - This account may be linked to the personal accounts of the person who opened the account and is only intended to accept and deposit the cash transfers from these accounts.
  - The contract is made through signing on the account opening application, and no-account book or any other bank card, whatever type is issued on the account.

#### Second: Investment

1. KFH, as a Mudharib partner, invests the funds of the Investment savings accounts in accordance with the principle of absolute Mudaraba based on the lowest monthly balance of the account, and KFH is free to act in whatever it deems appropriate in order to achieve the common interest, including the identification of methods of Mudaraba and methods of investment areas, for investment saving accounts that are functioning on Mudharaba basis.

- Investment savings account funds are invested in accordance with the principle of absolute Mudaraba by 60% of the balance of the account according to the appropriate investment opportunity, with the percentage of KFH profits of 60% maximum.
  - Investment savings account funds for children "Baiti" are invested in accordance with the principle of absolute Mudaraba by 60% of the account balance according to the appropriate investment opportunity, with the percentage of KFH profit of 20% maximum.
  - The funds of the account "Al-Rabeh" are invested in accordance with the provisions of the absolute Mudaraba contract by 100% of the account balance according to the appropriate investment opportunity, and the ratio of KFH of the profit account "Al-Rabeh" a maximum of 90%.
  - Long-term Investment savings account funds shall be invested in accordance with the absolute Mudaraba principle of 80% of the account balance according to the appropriate investment opportunity, with a maximum of 20% profit per KFH.
2. KFH shall invest 100% of the funds of the account in accordance with the principle of the Wakala with legitimate investment and KFH shall be free to act in whatever it deems appropriate to achieve the common interest, including the identification of investment methods and fields.
- The funds of the "Wakala" account are invested in accordance with the terms of the Wakala principle and the customer's approval of all investment conditions before opening the account.
  - KFH informs the customer of the expected pre-promised profit rates of the account when opening the account and obtaining the customer's written approval.
  - When the percentage of expected profits is changed to the "Wakala" account, KFH shall advertise this percentage by means of the customary means of communication, including the KFH website.

#### **Third: Deposit & Withdrawal:**

1. The customer is given a "visa electron" card with a confidential number (as per the prescribed fees), which is used for the Kuwaiti dinar savings account. Only cash withdrawals through KFH ATMs and local banks, or by the company "knet" or those deployed around the world. The customer can also use the card to pay for purchases through the sales points spread in Kuwait's shops by deducting from the customer's account.
2. For long-term investment accounts, the customer agrees to deduct the agreed monthly investment amount from his/her account for the benefit of the beneficiary (Jameati/Higher Education account for minors) or for his account (Injaz, Rafea, Thimar, and Shifaa account) starting from the date of the contract.
- The customer can choose the monthly upward deposit in all long-term investment accounts (excluding "Jameati", "Injaz" and "Shifaa" accounts) where the amount of the monthly deposit increment is determined once every two years from the date of opening the account.
- The customer is entitled to pre-deposit in long-term investment account for a maximum of three-monthly payments six times a year.
- The customer is entitled to deposit unscheduled payments in long-term investment accounts. These payments will not affect the target amount.
- Absolute withdrawals from long-term investment accounts are not allowed except:
  - o By the end of the first year (366) days from the date of opening the account allows to withdraw a maximum of 60% of the balance.
  - o A maximum of 60% of the balance is allowed once every year after the first draw.

#### **Fourth: Profits and Loss**

- 1- Profits/losses of the Al-Rabeh's account, "Baiti" investment savings account and long-term investments accounts are credited to the same account, after being announced after the end of the fiscal year for KFH.
- 2- The profits/losses of the investment savings accounts shall be credited to the same account after being advertised at the end of each financial quarter of "KUWAIT FINANCE HOUSE", if this account is active.
- 3- Profits of Al-Hassad accounts are credited to the same account at the end of each fiscal year.
- 4- The account holder authorizes KFH to invest the profits earned on it since it was credited to the KFH account.

#### **Fifth: Cancellation of long-term investment accounts**

- The agreed time and the pre-defined total savings amount are prerequisites for opening the account. The customer must abide by them and may not cancel before the end of the period unless KFH approves the cancellation request.

#### **Sixth: The terms and conditions of Accounts prizes & draws campaigns:**

- 1- Draws are held in the supervision of the Ministry of Commerce & Industry representative.
- 2- Prizes & draws campaigns terms & conditions are posted through KFH website.
- 3- KFH shall have the right at any time, without notice or opposition, to change the type of prizes or periods of withdrawal and its terms as deemed appropriate.
- 4- Winners of Al-Rebeh Draw are not eligible to enter the following two draws and they are eligible to enter the draws thereafter.
- 5- If one of the winners of the draw is deceased (God's mercy) after winning the prize, the right to claim the award is transferred to his heirs, keep in mind that the heirs right to claim is valid for six months from the date of the award for the prize. As it falls under the provisions of article 226 of the Civil Code Law.
- 6- If one of the winners of the prize draw of the Al-Rabeh is in late debt payments or problematic, KFH is entitled to submit the award to the winner only after paying all his debts at KFH. KFH has the right to evaluate the prize in cash and the debt is deducted and the rest is handed over to him -if any.
- 7- The right of the winner to claim the prize shall lapse six months after the date of announcement of the withdrawal result, in accordance with Article 226 of the Civil Code, as the announcement of the Al-Rabeh account prizes is a promise of an award to the public.
- 8- All Customers and persons subject to the freeze shall be excluded from the raffle draw according to the lists approved in accordance with the policies of KFH and the regulatory instructions issued in this regard (lists issued by the sanctions committees of the Security Council or the local lists issued by the Committee Implementation of United Nations Security Council resolutions under Chapter VII of the Charter of the United Nations on terrorism and combating the financing of terrorism, as established by Ministerial Decree No. 4 of 2014).
- 9- Participation in draws is prohibited for KFH employees, employees of companies contracting with the bank, and any other persons involved in the promotion, or any activity related to draws and prizes. This also prevents their spouses and relatives up to the second degree, or any other person or entity that has been excluded according to the regulations of the Ministry of Commerce. The winner is obligated in the event of violating this prohibition to return the prize immediately to KFH. The bank has the right to deduct the prize amount from the winner's account (s) without obtaining his approval. Seven: Other Terms and Condition.

- 10- The customer hereby irrevocably and unconditionally agrees to participate in any photoshoot sessions, press release and/or interview ("Promotional Content") that may be coordinated by the Bank if he is announced as one of the winners in the draws related to Al Hassad Accounts and he hereby gives free of charge and worldwide permission for the Bank to publicly use the Promotional Content for marketing purposes. It is understood that the failure of the customer to observe its obligation under this clause may result in canceling and/or withdrawing the prize subject to the discretion of the Bank.

#### **Seventh: Other Terms and Conditions**

- 1- In the non-account of the investment savings for children "Baiti" and the Jameati account, the client can conduct an internal power of attorney at KFH to dispose of his account, after having read and signed the internal power of attorney provisions prepared by KFH.
- 2- If the customer is unable to deposit the monthly payment for 45 days, the monthly payment will be charged to the longterm investment account. The customer can reactivate the collection mechanism by paying all the monthly amounts due or restructuring by paying the outstanding Takaful subscriptions as well as one savings installment.
- 3- If the monthly payment is discontinued for more than 6 months, the long-term investment account becomes suspended.
- 4- By the end of the long-term investment plan period, the client (or its rightful heirs) may withdraw the full amount from the account and the profits due to those who have the right to receive it according to the terms and procedures.
- 5- Investment accounts shall not be opened for legal entities.

#### **Section 3: Electron account**

##### **First: Special conditions of the Account**

- **Electron account in Kuwaiti Dinars:**
  - The account can only be opened to individuals.

##### **Second: Deposit & Withdrawal**

- 1- The customer will be provided with a visa Electron card with a pin for certain fees to be used for withdrawals and cash deposits through KFH the ATMs and the full deposit machines or the subsidiaries of the local banks or the company of K-net or those deployed around the world. The customer can also use the card to pay for purchases through the sales points deployed in Kuwait by deducting from the balance of his credit account.
- 2- When using an ATM card (outside Kuwait), all amounts due to "KUWAIT FINANCE HOUSE" are charged and paid in Kuwaiti dinars plus 2.5% (two and a half percent) of the transaction value, depending on the exchange rate at the date of receipt of your home to indicate these amounts.

##### **Third: Profits and Losses**

- Electron account follows the current account rule (Qard Hasan), does not deserve any profit and does not incur any loss, and KFH is obligated to pay the full credit upon request and does not give the customer the right to obtain a cheque book.

#### **Section 4: Current Accounts**

##### **First: Special Conditions by Account Type**

- **Current account is opened only by Kuwaiti Dinars.**
  - The opening balance when creating the account is KWD 1,000 and the account can be opened to individuals and legal entities.
- **Current account in foreign currencies**
  - The opening balance at the time of creation of the account is equivalent to KWD 1,000 in foreign currencies, and an account can be opened for individuals and legal entities.

##### **Second: Investment**

- The credit balance in this account is a good case loan and KFH is obligated to pay the full credit upon request.

##### **Third: Deposit and Withdrawal**

- The customer will be provided with a Cheque book against the prescribed fees.
- The customer is given a Visa Electron card with a secret number, which is used for the current account in Kuwaiti Dinars only in cash withdrawals and deposits through KFH ATMs and the full depository machines or the local banks or affiliates of K-net or those devices spread around the world. The customer can also use the card to pay the value of purchases through points of sale around the world, or in the shops in Kuwait by deduction from the balance of his account creditor.

##### **Fourth: Profits and losses**

- The balance of this account is considered as (Qard Hassan) and therefore not worth a profit or loss.

##### **Fifth: Other Terms and Conditions**

- 1- In case of the returned cheque for no balance reason or any other reason, KFH will collect fees from the customer. The fee of the customer is collected on the because there is no balance in the account or for any other reason.
- 2- The customer may grant an internal power of attorney at KFH to act on his/her account after reviewing and signing the internal terms of the power of attorney prepared for this purpose by KFH.
- 3- The customer may not issue a Cheque except in accordance with the special forms issued by KFH (Cheque book or Standard Form for Individuals only).
- 4- KFH shall be entitled to pay and debit on this account whether the balance is a creditor or a debtor or becomes liable for such restriction (all cheques, withdrawals, other payment orders and promissory notes). KFH is entitled to charge any transfer to the account, regardless of its type, and the customer will be required to pay the amount of his account at the request of KFH.
- 5- KFH is entitled to refuse to pay the value of Cheques, withdrawals, bills of exchange and other payment orders drawn on this account if it does not have a balance in the account in the withdrawn branch, even if the holder has another credit account from the same branch or another branch.
- 6- A statement of account (free) shall be issued to the customer once every month unless there are different instructions. Such statements shall be considered valid and approved by the account holder unless he/she objects to them within 15 days from the date he becomes aware of them.
- 7- KFH is entitled to refuse to pay the Cheque book if the account movement does not show that the customer has used the previous Cheque book.
- 8- All current account cheques in foreign currencies shall be valid and can be deposited by the customer in his or her Kuwaiti Dinar or foreign currency account.

- 9- KFH may pay the value of the cheque issued in foreign currency in Kuwaiti Dinars according to the system of discharges in accordance with the provisions of Article 538 of the Kuwaiti Commercial Law in a manner that does not conflict the provisions of the Islamic Sharia.
- 10- The legal age for opening a current account for individuals is 21 years.
- 11- The Customer acknowledges the account holder to:
- To familiarize him/her with the conditions of opening current accounts in KFH, including the rules for using of Cheque book, and his/her absolute and final consent to comply with the instructions of the Central Bank of Kuwait regarding the closure of all his cheque accounts and to include his name in the list of customers whose accounts have been closed due to:
    - o Returns the number of three cheques withdrawn from him or authorized by him/her within one year of returning the first cheque for the absence of the corresponding balance.
    - o or return one cheque for insufficient credit and listed on the list indicated by another local bank
    - o In the case of the Bank's opinion, the availability of bad faith on its part, resulting in non-payment of the cheque.
  - KFH is entitled in this case and in accordance with the absolute discretion to open another account without cheques in which all banking facilities are granted to it on the closed account, if any, or any other bank obligation to the bank.
  - In case of having to stop paying the cheque, the customer will go to any branch of KFH to fill in the form.
  - The customer undertakes not to print cheque books outside KFH unless obtaining prior approvals from KFH to ensure compliance with the instructions issued by the regulatory authorities.
  - The customer agrees to assume all the responsibilities and risks of printing the cheques without obtaining the bank's approval.
- To bear all the legal responsibilities resulting from the issuance of such cheques in accordance with the provisions of Article 237 of Law No. 16 of 1960 (Kuwaiti Criminal Code and its current and future amendments), shall be punished by imprisonment for a period not exceeding three years and a fine not exceeding five dinars or one of these two penalties to commit the following acts:
- o If he issues a cheque that does not have a corresponding and achievable loyalty.
  - o If he withdraws after the issue of the cheque, both for a fee or a part thereof, so that the remaining value will not be paid.
  - o If the drawee ordered him not to pay the cheque.
  - o If deliberately editing the cheque or signing it in its own way prevents its disbursement.
  - o If a cheque is presented to another or delivered to the holder of a cheque it is payable to the holder knowing that he has no interest in full payment or is not deductible.
- Without prejudice to the provisions of article 532 of the above mentioned Commercial Law, the protection of the security shall not begin with the security cheque of the date specified therein and shall be applied to the return in one of the offenses set forth in the first paragraph of this article, the penalties stipulated in article 86 of this law, without having the right to refer to KFH due to the closure of the account or the inclusion of its name in the list or any of the actions taken by KFH in this regard, the issuance of cheques without balance is a misdemeanor and punishable by law.

#### Section 5: Gold Account

##### First: Special Conditions by Account Type

- **Turkish Gold Account**
  - The traded gold is 24 carat Turkish Made with 999.9 purity rate. KUWAIT FINANCE HOUSE reserves the right to provide the customers with gold bars in accordance with weight unit available at KFH.
  - The minimum amount required to open gold account is 10 grams of gold, where the deposited gold is treated as "Amanah" account in "KUWAIT FINANCE HOUSE", KFH is responsible to return the gold to the customer upon request according to relevant procedures in effect.
- **Swiss Gold Account**
  - The traded gold is 24 carat Swiss Made with 999.9 purity rate. KUWAIT FINANCE HOUSE reserves the right to provide the customers with gold bars in accordance with weight unit available at KFH.
  - The minimum amount required to open gold account is 5 grams of gold, where the deposited gold is treated as "Amanah" account in "KUWAIT FINANCE HOUSE", KFH is responsible to return the gold to the customer upon request according to relevant procedures in effect.

##### Second: Other Terms & conditions

- 1- The account is open to natural individuals and Charitable trust and charitable Waqf only and cannot be opened to legal entities.
- 2- The legal age to open a gold account is 21 years
- 3- The customer is not permitted to deal with gold account by directly making cash payments in exchange for gold; to verify the purchase and sell transactions. KUWAIT FINANCE HOUSE requires that the customer must have an individual bank account in KWD such as (Current Account, Saving account or Electron account).
- 4- the deposited gold is treated as "Amanah" account in "KUWAIT FINANCE HOUSE", KFH is responsible to return the gold to the customer upon request according to relevant procedures in effect, including those set forth below point.
- 5- If the customer wishes to receive gold stored at KFH, he/she can request the gold from any KFH branch, and it will be delivered within two business days. Unless the customer wants to withdraw the gold on the same day then he can visit the head office branch to receive his gold.
- 6- The maximum amount allowed in the account is 100 kilograms of gold.
- 7- No more than one gold account from the same type is allowed under the client file.
- 8- When KFH sells gold to the customer, the customer has one of the following options:
  - Store all gold that was purchased in KFH.
  - Store part of the gold that was purchased in KFH.
  - Fully withdraw and take possession of all the gold that the customer has purchased from KFH.
- 9- The customer's signature on the withdrawal / deposit receipt shall be deemed to be a confirmation of its approval and that the gold bar received in excellent condition.
- 10- The Customer has the right to choose the available gold in weight units at point of purchase and KFH will provide the customer with serial numbers. Therefore, in the process of selling or withdrawing the customer must abide by the same categories and same serial numbers that he purchased.
- 11- Purchase and sale transactions of gold are based on exchange rates valid at the time of the transaction; the rates that KFH announces are derived from daily gold prices that may be subject to multiple price fluctuations each day.
- 12- The customer can only buy and sell gold bars that are issued, approved with a serial number and sealed with security marks by KUWAIT FINANCE HOUSE.

- 13- The customer can make an internal power of attorney at KFH to act on the account after signing on the internal power of attorney prepared by KFH.
- 14- The customer shall not be entitled to establish standing orders to and from the gold account, nor shall it be permitted to carry out internal or external transfers.
- 15- The customer is not entitled to take a mortgage for the gold stored at KFH for any financial obligations or facilities.
- 16- The customer is not entitled to request a check or debit card for this account.
- 17- KFH shall not be responsible for the partial or total loss of the customer's gold stored in KFH unless it is proved to be the result of gross negligence or intentional negligence.
- 18- The gold bar is a private property of its owner, and he/she shall be fully responsible for preserving it from loss, theft, partial or total damage, external cover and security marks upon receipt. Therefore, KFH shall not be liable to the customer.
- 19- KFH reserves the right to refrain from selling / buying / depositing gold for any reasons without any responsibility toward customers.
- 20- The customer has the right to obtain a statement of account showing the movements made on the gold account in grams and not in monetary value.

#### Section 6: Al-Amil Account

##### First: Special Terms and Conditions

- 1- The account can be opened to individuals only and non-Kuwaitis working in non-governmental organizations. There is no minimum account opening.
- 2- The Al-Amil account is treated as a Qard Hassan. KFH is obliged to pay the full credit balance on demand. The customer is not given a check book on the account.
- 3- The Al-Amil account shall not be opened in the case of another customer account with KFH.
- 4- The account of the resident worker shall be moved only under the approved identity in addition to a letter from the employer to the working account holder (indicating that he is still in the custody of his employer).

##### Second: Deposit and Withdrawals

- 1- The customer receives a Visa Electron card with a secret number, which is used in all ATMs and points of sale of KFH and local and international banks of K-net.

##### Third: Profits and Losses

- Al-Amil Account is not suitable for any profits and does not bear a loss.

##### Fourth: Other Terms and Conditions

- 1- The purpose of opening an account is to transfer the employee's salary to the account, and KFH have the authority to close the account if the no salary is transferred.
- 2- Al-Amil account holder is entitled to benefit from the ATM services and SMS services Only.

#### Section 7: Wakala Call Account

##### First: Special Conditions by Account Type

- **Wakala call account in Kuwaiti Dinars:**
  - The opening balance at the time of opening the account is KD 1,000. The account is open to legal entities only and cannot be opened to individuals. The funds are invested in it based on the Islamic Agency's investment principle, in which the customer promises pre-expected profit rates. He shall invest the funds he puts at his disposal in the investment business of KFH as he deems appropriate, in his capacity as the agent of the client in carrying out these acts on his behalf by managing his investments, including delegated and contracted by himself or with others.
- **Wakala Call Account in Foreign Currencies:**
  - This account is provided in the following currencies: the US Dollar, the British Pound and the Euro. The opening balance at the inception of the account is the equivalent of KD 1,000 in foreign currency. The account is open to legal entities only and cannot be opened to individuals. The fund is based on the Sharia 'a principle of "Investment Agency" in which the client promises pre-expected profit rates. The customer authorizes KFH to invest the funds it places at his disposal in the investment business of KFH as he deems fit as agent. The customer is doing this work on behalf of the management of its investments, including a possible mandate and power of attorney to contract with self or with others.

##### Second: Investment

- 1- The funds of the "Wakala" account are invested in accordance with the terms of the Agency with the forensic investment and the customer's approval of all investment conditions before opening the account.
- 2- KFH informs the customer of the expected profit rates of the account when opening the account and obtaining the customer's written approval.
- 3- When the percentage of expected profits is changed to the "Wakala" account, KFH shall advertise this percentage by means of the customary means of communication, including the KFH website.
- 4- KFH shall invest 100% of the funds of the account in accordance with the principle of the Agency with legitimate investment and KFH shall be free to act in whatever it deems appropriate to achieve the common interest, including the identification of investment methods and fields.
- 5- The profits shall be calculated on the daily balance of the account but shall not be less than 100,000 KWD or USD 350,000 or 250,000 GBP or 300,000 Euros.
- 6- The daily amount of the account cannot be invested in less than 100,000 KWD, or USD 350,000, or 250,000 GBP or 300,000 Euro. A Qard Hassan is not eligible for any profits and does not bear any losses. KFH has the right to change the minimum investment and has the right to specify different segments based on the size of daily deposit amounts and their profit rates, which will reflect the size of the Agency's investment returns.

##### Third: Profits and Losses

- 1- KFH determines the minimum expected profit ratio in the investment demand form of the Wakala.
- 2- The profit of the account shall be added to the same account after the announcement at the end of each financial quarter for KFH.
- 3- The account holder authorizes to invest the profits realized since its inception in its own account with KFH
- 4- When the expected profit rate of the "Wakala" account is changed, KFH will announce this percentage by agreed means.

- 5- In the case of an increase in the rate of profit earned on the profit rate promised by the customer to the "Wakala" call account, the customer waives the increase to KFH, to motivate the investment agent.
- 6- KFH is committed to preserving the capital and achieving the expected profit rate agreed upon in the investment application form. It is responsible for compensating the customer for the actual damage caused.

**Fourth: Other Terms and Conditions:**

- 1- The minimum amount of the amount to be invested and deposited at the disposal of KFH shall be provided as an agent for investment in the "Wakala" account. KFH shall have the right to reject any investment request for non-availability or non-collection on investment day or for any other reasons. The lowest responsibility for KFH 2.
- 2- The customer does not have the right to request a Cheque book, and the balance of the account may not be disclosed.

**Privacy and Data Protection**

KFH is committed to protecting the privacy and security of your personal information. Our Privacy Notice describes the collection and use of customer's banking related personal information in accordance with our obligations under privacy and data protection regulations. The full Privacy Notice can be found at (kfh.com) or a paper copy of the Privacy Notice can be obtained from the bank's staff.

I have read and agree to KFH Privacy Notice.

Customer's Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: / /