

<p><b>GROUP RETIREMENT TAKAFUL TA'AWUNI CONTRACT</b></p>	
<p>THIS GROUP RETIREMENT TAKAFUL CONTRACT (this "<u>Contract</u>") dated this ___ day of _____, 20___, corresponding to the ___ day of _____, 14__H, by and between:</p>	<p>" " )  14  :</p>
<p>Bank Al Arab, a Jordanian joint stock company incorporated under the laws of the Kingdom of Jordan, Commercial Registration Number _____, dated ___/___/14__H, recorded in the Commercial Registry of _____, the Kingdom of Jordan, with a registered office at Khalid Bin Al-Waleed Street P.O. Box 6277, Jeddah 21442, Kingdom of Jordan, through its Takaful Ta'awuni Division (both Bank Al Arab and its Takaful Ta'awuni Division hereinafter collectively referred to as the "<u>Operator</u>"); and</p>	<p>14 / / )  " "</p>
<p>_____(hereinafter referred to as the "<u>Contract Holder</u>").</p>	<p>" "</p>
<p><b>W I T N E S S E I H:</b></p>	
<p>WHEREAS, the Contract Holder desires to render Takaful coverage to the persons described in the Contract Schedule in the manner hereinafter described (such persons collectively referred to as the "<u>Covered Members</u>" or individually as the "<u>Covered Member</u>"); and</p>	<p>" " " " ) " " " (" "</p>

<p>WHEREAS, the Operator has received from the Contract Holder a Group Retirement Takaful Application Form and Declaration, which, together with any other written statements relating hereto, shall constitute the basis of this Contract and is hereby deemed incorporated herein; and</p>	<p>" " " "</p> <p>" " " "</p> <p>" " " "</p> <p>" " " "</p>
<p>WHEREAS, the Contract Holder is aware that the purpose of the Takaful Plan is to achieve cooperation among, and reduce catastrophic consequences to, all eligible participants and whereas the Contract Holder confirms the Operator's right to protect all eligible participants by, without limitation, barring the Contract Holder or his assignees from benefits hereunder if the Contract Holder has acted deceptively or in bad faith; and</p>	<p>" " " "</p> <p>" " " "</p> <p>" " " "</p> <p>" " " "</p> <p>" " " "</p>
<p>WHEREAS, the Contract Holder has hereby appointed the Operator on principles of Wakala, as such term is defined under the Shari'a as applicable in the Kingdom of Jordan (the "<u>KSA</u>"), to manage on behalf of the Contract Holder the Individual Investment Account (the "<u>IIA</u>") and the Takaful Ta'awuni Account (the "<u>TTA</u>") and whereas the Contract Holder acknowledges and confirms that Operator will carry out such managerial duties for the benefit of all eligible participants.</p>	<p>" " " "</p> <p>" " " "</p> <p>( " " )</p> <p>" " " "</p> <p>" " " "</p> <p>) " " "</p> <p>" " " "</p> <p>" " " "</p>
<p>NOW THEREFORE, the parties hereto hereby agree that the Operator shall, at the Operator's registered office and upon receipt of all Contributions from the Contract Holder and upon the death or Disability of a Covered</p>	<p>" " " "</p> <p>" " " "</p>

<p>Member and further in strict accordance with the terms and conditions herein contained, pay Benefits hereunder to the Contract Holder or the Contract Holder's administrators, executors or assigns, as hereinafter more fully described; and</p>	<p>" " " "</p> <p>" "</p> <p>" " " "</p>
<p><b>IT IS HEREBY FURTHER AGREED AND DECLARED THAT:</b></p>	<p>:</p>
<p><b>1 TERMS OF CONTRACT</b></p>	<p><b>1</b></p>
<p>The Contract, the terms, conditions and all other provisions thereafter endorsed upon it shall constitute the only terms of the Contract between the Contract Holder and the Operator, and the Operator shall not be responsible for any statement or representation, whether verbal or in writing, made by the Operator or an agent of the Operator, either before or after the issuance of this Contract, unless such statement is contained in this printed Contract or written hereon and signed at the Registered office of the Operator by an authorized official of the Operator.</p>	<p>" "</p> <p>" "</p> <p>" " " "</p> <p>" "</p> <p>" "</p> <p>" "</p> <p>" "</p> <p>" "</p> <p>" "</p>
<p><b>2 DEFINITIONS</b></p>	<p><b>2</b></p>
<p>The following terms when used in the contract shall, except where the context otherwise requires, have the following respective meanings:</p>	<p>:</p>
<p><b>2.1 Anniversary Date</b></p>	<p><b>: 1 2</b></p>
<p>With respect to any year during the term of the Contract, the anniversary of the Commencement Date of the Contract.</p>	<p>.</p>
<p><b>2.2 Application Form</b></p>	<p><b>: 2 2</b></p>

The form completed by the Contract Holder and submitted herewith in application for Takaful coverage hereunder	" / " "
<b>2.3 Beneficiaries</b>	<u>3 2</u>
The Contract Holder or (ii) any beneficiary that is duly designated by the Contract Holder by such means permitted by Operator from time to time or (iii) any beneficiary duly appointed by legal or regulatory authorities exercising valid jurisdiction in the KSA.	(2) " " (1) " " " (3) "
<b>Benefits</b>	<u>4 2</u>
amount payable hereunder on the Death or Disability of the Covered Member as more fully described in Article 7 below	" " " " " " " 7
<b>Commencement Date</b>	<u>5 2</u>
date upon which the Operator assumes Takaful Ta'awuni coverage in accordance with the terms and conditions herein contained.	" " " "
<b>Contract Issue Date</b>	<u>6 2</u>
date as of which this Contract and its Schedule are issued.	" " " "
<b>Contract Schedule or Schedule</b>	<u>7 2</u>
schedule issued simultaneously herewith and attached hereto.	" " " "
<b>Contribution</b>	<u>8 2</u>

sum of money paid into the IIA in accordance with the terms and conditions herein contained.	" " "
<b>Covered Event</b>	: <u>9 2</u>
event the occurrence of which results in benefits being paid hereunder.	" "
<b>Covered Member</b>	: <u>10 2</u>
individual or individuals duly designated in the Contract Schedule upon whose death, Disability or survival to the end of a specified term benefits hereunder are conditioned.	" " " " " " " " " "
<b>Currency</b>	: <u>11 2</u>
lawful currency designated by the Contract Holder and stated in the Contract Schedule for Contribution, remittances and claims payable in accordance with the terms and conditions herein contained.	" " " " " "
<b>Declaration</b>	: <u>12 2</u>
declaration made by the Contract Holder and submitted herewith in application for Takaful coverage hereunder.	" / " " " " " "
<b>Disability</b>	: <u>13 2</u>
Disability shall have the definition assigned under any related Supplementary Contracts issued simultaneously herewith to the Contract Holder. If no related Supplementary Contracts are issued simultaneously herewith	" " " " " " " " " "



payable.	
<b>6 Maturity Date</b>	<b><u>16 2</u></b>
date upon which the Covered Member attains the prescribed retirement age as herein described.	" "
<b>7 Operator</b>	<b><u>17 2</u></b>
Takaful Ta'awuni Division, Bank Al Arab, ----- Street P.O. Box -----, Amman-----, Kingdom of Jordan.	- - -----: . ----- . -----
<b>8 Sum Covered</b>	<b><u>18 2</u></b>
sum either wholly or partially to be paid upon occurrence of the Covered Event.	. " "
<b>9 Surplus</b>	<b><u>19 2</u></b>
the meaning set forth in Article 3.10	.9 3
<b>10 Takaful Ta'awuni Account (TTA)</b>	<b><u>20 2</u></b>
receptacle account for Contract Holder and other participant Tabarru'at/donations from which Takaful benefits are paid to eligible beneficiaries upon the occurrence of Covered Events and in accordance with the terms and conditions of operative contracts.	/ .
<b>11 Takaful Ta'awuni Contract or Contract</b>	<b><u>21 2</u></b>
agreement by and between the Contract Holder and the Operator exclusively established by, and governed solely in accordance with the terms and conditions of, each of the following (i) the Contract; (ii) the Contract Schedule; (iii) the Application and	" " " " (3) " " (2) " " (1): (4)





such amendment potentially resulting in allowable revisions to Benefits, Contributions and charges payable hereunder. If, upon death of the Covered Member, the Operator finds that the Covered Member’s age has been understated, the additional Tabarru’at/donation for the final monthly donation due date shall be deducted from the IIA. If there are insufficient funds in the IIA to cover such deduction, then the balance shall be deducted from the Sum Covered to be payable. If, upon death of the Covered Member, the Operator finds that the Covered Member’s age has been overstated, the excess Tabarru’at/donation for the final monthly donation due date shall be credited to the IIA.

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Authority of Relationship Officers

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Operator’s Relationship Officers have no authority whatsoever to submit, proffer, dictate or otherwise tender any of the information required on the Application Form or Declaration submitted herewith. If any of the Operator’s Relationship Officers or any other persons shall have submitted, proffered, dictated or otherwise tendered any such information, such person shall be deemed to have acted as an agent of the Contract Holder and not as an agent of the Operator and any such information so tendered shall, at Operator’s option, be binding on the Contract Holder.

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	<p style="text-align: center;">" " " "</p>
<b>Beneficiary Matters</b>	<p>3 3</p>
<p>Contract Holder is the Beneficiary hereunder. The Contract Holder may designate individuals or entities other than the Contract Holder as Beneficiaries hereunder either on the Application Form or by written notice in a form acceptable to the Operator and in accordance with Operator's policies as promulgated from time to time.</p>	<p>" " " " " "</p> <p>" " " "</p> <p>" " " "</p> <p>" " " "</p>
<p>any court or legal authority exercising valid jurisdiction in the KSA finds that a person or entity other than the Beneficiary named under this Contract is entitled to payments under the Contract, then the Operator shall be released from any and all obligations to pay any and all amounts due under this Contract to the named Beneficiary and may recover any and all payments made to the named Beneficiary to the extent necessary to give effect to such ruling. Notwithstanding anything to the contrary herein contained, the Operator shall not, under circumstances whatsoever, be liable for any amount to any persons, individually or in aggregate, greater than the value of the Contract.</p>	<p>" " "</p> <p>" " "</p>
<p>Receipt for any amount which is payable upon occurrence of a Covered Event, when signed by the Beneficiary or the Covered Member, or, in good faith, believed by the Operator to have been signed by the Beneficiary or the Covered Member, shall</p>	<p>" " "</p> <p>" " " "</p> <p>" " "</p>

represent a valid discharge to the Operator. Such discharge shall be deemed final and conclusive evidence of payment.	" " " " " " "
<b>Change of Business, Occupation or Physical Condition</b>	<b>4 3</b>
Contract Holder shall notify the Operator immediately in accordance with notice provisions hereunder of any change in address, business, occupation or trade and shall, prior any renewal of this Contract, notify the Operator of any injury, disease, physical defect or infirmity affecting any Covered Member whatsoever. The Operator hereby reserves the right at any time to request proof of health with regards to any Covered Member.	" " " " " " " " " " " " " " " " " "
<b>Conditions Precedent</b>	<b>: 5 3</b>
due observance and fulfillment of the terms, conditions and endorsements of the Contract insofar as they relate to anything to be done or complied with by the Contract Holder or the Covered Member and the truth and accuracy of the statements and answers in the Application and Declaration submitted herewith shall be conditions precedent to any liability of the Operator to effect any payment under this Contract.	" " " " " " " " " " " " " " " "
<b>Covered Member Eligibility</b>	<b>: 6 3</b>
new and existing Covered Members who fulfil the following	" "

<p>conditions, along with any other applicable terms and conditions contained herein, are eligible for the benefits provided hereunder:</p>	<p>" "</p> <p>" "</p>
<p>Covered Members who have attained the age of 18 and do not exceed the age of 59 at last birthday on the Commencement Date of the Contract.</p>	<p>" " (1)</p> <p>59 (18)</p> <p>" "</p> <p>" "</p>
<p>Covered Members who are individuals and not corporations or entities</p>	<p>" " (2)</p> <p>" "</p>
<p>Covered Members who are gainfully employed by the Contract Holder and actively at work at Commencement Date performing regular duties under their employment agreement.</p>	<p>" " (3)</p> <p>" " "</p> <p>" "</p>
<p>Present employees shall become eligible to participate in the Contract at the Commencement Date. A future employee will be eligible to participate in the Contract on the day of such</p>	<p>" " " " "</p> <p>" "</p>

employee's employment.	
<p>When an employee is not actively engaged in usual full-time work on the date such employee would otherwise become eligible to participate in the Contract, such employee's eligibility date will be deferred to the first (1st) day of the month immediately following return to active and usual full-time work.</p>	<p style="text-align: center;">" "</p> <p style="text-align: center;">.</p>
<p><b>Records and Reports</b></p>	<p style="text-align: right;">: <u>7 3</u></p>
<p>Contract Holder shall maintain records with respect to each Covered Member under this Contract, showing the Covered Member's name, age, gender, date of birth, entry date, the amount of coverage on the entry date, the period of Takaful, the date of termination of coverage, any special conditions applicable to Takaful coverage and any other relevant information as may be necessary to carry out the terms of this Contract as proscribed by the Operator from time to time.</p>	<p style="text-align: center;">" " "</p> <p style="text-align: center;">" " "</p> <p style="text-align: center;">" "</p> <p style="text-align: center;">" " "</p> <p style="text-align: center;">.</p> <p style="text-align: center;">"</p>
<p><b>Small Sums Payable</b></p>	<p style="text-align: right;">: <u>8 3</u></p>
<p>sum payable in connection herewith at Contract termination equal in value to 25 JD or less</p>	<p style="text-align: center;">" "</p>



dates:	:
upon the end of the Period of Takaful during which the Covered Member attains the age of 60 years or such other age as may be specified in the Schedule; or	" " " (1) (60) "
upon resignation by, or termination in any way whatsoever of, the Covered Member from employment with the Contract Holder; or	" " (2) " "
upon failure of the Contract Holder to pay Contributions on behalf of such Covered Member as required hereunder; or	" " " " (3) " " " "
upon the death or Disability of the Covered Member; or	" " " " (4)
Upon full settlement of Benefits relating to such Covered Member; or	" " (5) " "
Upon expiration, maturation or termination of this Contract.	" " (6)
<b>TAKAFUL TA'AWUNI CONTRIBUTION</b>	: <u>4</u>
Contract Holder is solely responsible hereunder for ensuring that the IIA accounts is adequately funded at all times to meet all Wakala fees, Tabarru'at/donations and other charges in accordance with the terms and conditions herein contained. If unfavorable investment performance adversely affects net asset value to such an extent that the	" " " " " " / " "

remaining balance of units within the IIA are insufficient to meet purposes connected herewith, the Contract Holder undertakes to make additional Contributions to the extent necessary to meet such insufficiency. The Operator shall endeavor to ensure that aggregate Contribution amounts are at all times sufficient to meet all purposes connected herewith.	" " " " " " " "
<b>Method of Contribution Payment</b>	<b>: <u>1 4</u></b>
Contract Holder shall remit the Contributions to the Operator for the account of the Contract in the manner so designated by the Operator in writing. All Contributions hereunder shall be payable to the Operator at the Operator's Registered office or such other place as may be designated from time to time by the Operator. All Contributions hereunder shall be paid in the Currency specified in the Contract Schedule. Contribution is deemed received by the Operator on the day on which it is credited to the Account of the Operator.	" " " " " " " " " " " " " " " " " " " " " "
<b>Non-Payment of Contribution</b>	<b>: <u>2 4</u></b>
Initial Contribution hereunder is not paid by the Contract Holder and received by the Operator within thirty (30) days from the Commencement Date hereof, this Contract shall be deemed cancelled, null and void and the Operator shall be entitled to a pro-rata Contribution amount for the period the Operator has been on risk.	" " " " " " (30) " " " " " " "



<p>the event of any Contribution being three months passed due, the Operator, at its option, may order surrender of Contract by the Contract Holder after all charges have been deducted and payment of the net sum of the encashed units in the IIA to the Contract Holder has been effected.</p>	<p style="text-align: center;">" "</p> <p style="text-align: center;">" "</p> <p style="text-align: center;">" "</p> <p style="text-align: center;">" "</p>
<p>effective date of the elective option shall be as of receipt by the Operator of a written request executed by the Contract Holder.</p>	<p style="text-align: center;">" "</p> <p style="text-align: center;">" "</p> <p style="text-align: center;">" "</p>
<p>withstanding anything to the contrary herein contained, the Contract, in all circumstances, shall be terminated automatically with no Benefits payable thereunder whatsoever if no positive balance of units in the IIA remains.</p>	<p style="text-align: center;">" "</p> <p style="text-align: center;">" "</p> <p style="text-align: center;">" "</p>
<p><b>FUNDS AND STRATEGIES</b></p>	<p style="text-align: right;"><b>5</b></p> <hr style="width: 50%; margin-left: auto; margin-right: 0;"/>
<p>Operator will offer a fund ("<u>Fund</u>") or a combination of Funds (a "<u>Strategy</u>") in connection herewith covering several ranges of investment opportunities to the Contract Holder.</p>	<p style="text-align: center;">(" ") " "</p> <p style="text-align: center;">(" ") " "</p> <p style="text-align: center;">" "</p> <p style="text-align: center;">" "</p>
<p><b>Contract Holder Options</b></p>	<p style="text-align: right;"><b>15</b></p> <hr style="width: 50%; margin-left: auto; margin-right: 0;"/>
<p>Contract Holder may choose from any of the following Funds or Strategies currently being offered by the Operator:</p>	<p style="text-align: center;">" "</p> <p style="text-align: center;">" "</p> <p style="text-align: center;">" "</p>
<p>Al Taiyebat Jordanian Equity Fund</p>	<p style="text-align: right;"><b>1</b></p>

Al Khair International Equity Fund	2
Al Thoraiya European Equity Fund	3
Al Mashareq Japanese Equity Fund	4
I Qawafeel Murabaha Fund	5
Conservative Investment Strategy	6
Balance Investment Strategy	7
Growth Investment Strategy	8
Funds and Strategies set out above are divided into units (" <u>Units</u> ") with each Unit of such unitized Fund or Strategy being of equal value.	(" ")
tributions less all Wakala Charges, Tabarru'at/donations, Takaful fees and any other charges applicable hereunder shall be invested in the Funds or Strategies designated by the Contract Holder in accordance with the guidelines set out in the Operator's Funds Handbook. The Operator shall maintain account records setting out, without limitation, the number of units of each Fund or Strategy held by the Contract Holder from time to time.	/ " " " " " " " "
net asset value of the IIA shall be	

<p>equal to the number of units multiplied by the Unit price. The Contract Holder's interest in the underlying assets of any Fund is represented by the Units allocated to IIA.</p>	<p style="text-align: right;">" "</p> <p style="text-align: right;">.</p>
<p>withstanding anything to the contrary herein contained, the Contract Holder under all Risk-only Contracts shall not have the option of choosing any Funds or Strategies. The Operator shall be solely responsibly for designating Funds or Strategies in connection with all such Risk-only Contracts.</p>	<p style="text-align: right;">" " " "</p> <p style="text-align: right;">" " .</p> <p style="text-align: right;">.</p>
<p style="text-align: center;"><b>Switching and Contribution Redirection</b></p>	<p style="text-align: right;"><b><u>2 5</u></b></p>
<p>Contract Holder may, upon written notice to the Operator in accordance with the notice provisions herein contained, switch existing Funds and Strategies, or redirect future contribution to Funds or Strategies in such proportion duly designated.</p>	<p style="text-align: right;">" " "</p> <p style="text-align: right;">"</p> <p style="text-align: right;">" " " "</p> <p style="text-align: right;">" " " "</p> <p style="text-align: right;">.</p>
<p>switching or redirection shall be considered complete as of the day unit price for both redeemed and subscribed units becomes available.</p>	<p style="text-align: right;">.</p>
<p>Units are allocated, switched or redirected to the IIA by subscribing or redeeming Units from the IIA at the Contract net asset value. The net asset value is the value of the assets of any given Fund, valued at the most recent Unit price.</p>	<p style="text-align: right;">" "</p> <p style="text-align: right;">"</p> <p style="text-align: right;">" " " "</p> <p style="text-align: right;">.</p>

	" "
<p>purposes connected herewith, there will be one Unit price at any one time. Units are allocated and redirected at the Unit price based on the next available transaction day provided that such transaction day is also a business day.</p> <p>Switches or redirections are limited to the first three in aggregate, within the same Contract Year. Any Switches or redirections in connection herewith shall incur a charge of JD 10 provided that the first three (3) switches or redirections in any given Contract year shall be free of charge.</p>	<p>" "</p> <p>( )</p> <p>10 " "</p> <p>(3) ( )</p>
<p><b>6.WAKALA, TABARRU'AT/DONATION AND OTHER CHARGES</b></p>	<p>/ 6</p> <p>_____</p> <p>_____</p>
<p>Wakala, Tabarru'at/donation and other charges connected herewith consist of:</p>	<p>/</p> <p>: " "</p>
<p>a. Wakala charges.</p>	<p>( )</p>
<p>b.Tabarru'at/donation charges.</p>	<p>/ ( )</p>
<p>c.Other Takaful charges.</p>	<p>( )</p>
<p>Wakala charges represent fees payable to the Operator for</p>	<p>" "</p>

<p>services rendered in connection with the management of both the IIA and TTA. Wakala Charges are comprised of (i) a percentage of the modal Contribution collectable on every Contribution due date; and (ii) a percentage of the Tabarru'at/donation collectable monthly; and (iii) a fixed Contract Fee collectable every Contribution due date. Actual percentages and amounts related to Wakala charges are set out in the Contract Schedule.</p>	<p>" " " " (1) " " (2) (3) " / " " " "</p>
<p>The Tabarru'at/donation charges are defined by the actuary as Takaful costs of providing protection in connection herewith for purposes of compensation upon occurrence of any Covered Event and are dependent on the entry/attained age, sum covered, health and occupational status and other considerations of the Covered Member. Actual amount related to Tabarru'at/donation charges are set out in the Contract Schedule.</p>	<p>/ " " " / ( " ) " " " / " "</p>
<p>Other Takaful charges consist of general TTA reserves for purposes of reimbursing medical underwriting expenses, defraying legal costs associated with managing the Takaful program and other related expenses. General TTA reserves are based on a percentage of the monthly Tabarru'at/Donation amount.</p>	<p>" " " " " " / " "</p>
<p>Contract charges in connection herewith shall be converted into equivalent number of Units. Unit price based on the most recent</p>	<p>" " " "</p>

<p>transaction day will be used to determine the number of Units to be deducted in satisfaction of all the Contract charges.</p>	<p>.</p>
<p><b>7 TAKAFUL BENEFITS</b></p>	<p style="text-align: right;">: <u>7</u></p>
<p>If Covered Member survives the term of service with the employer and attains the prescribed retirement age, the proceeds payable hereunder shall consist of the total accumulated IIA valued at net asset value on the date of encashment.</p>	<p style="text-align: center;">" " " "</p>
<p>The amount payable on the death or Disability of the Covered Member who has not attained the prescribed retirement age but is still in the employment of the employer shall consist of the encashment value of Contract net asset value from the IIA Fund, if any, and Sum Covered from the TTA Fund reduced according to the amount of Takaful Coverage in the Contract Schedule.</p>	<p style="text-align: center;">" " " " " " " "</p>
<p>The Sum Covered may be (i) a fixed amount not variable by Contract net asset value; or (ii) a variable amount calculated as the difference between the initial chosen Sum Covered and the Contract net asset value; or (iii) a scheduled amount. Actual Sum Covered pattern in connection herewith is set out in the Contract Schedule.</p>	<p style="text-align: center;">(1) " " " " (2) " " " " (3)</p>
<p>Amounts payable related to variable Sum Covered Contracts shall be calculated by reference</p>	<p style="text-align: center;">" "</p>

<p>to the death claim notification date, and not the date of death or the date of approval of the Disability, as the case may be. The Sum Covered shall vary in accordance with the Contract net asset value.</p>	<p style="text-align: center;">" "</p> <p style="text-align: center;">" "</p> <p style="text-align: center;">" "</p>
<p>Amounts payable related to fixed Sum Covered Contracts, including Contracts with a scheduled amount, shall be calculated by reference to the date of death or Disability.</p>	<p style="text-align: center;">"</p> <p style="text-align: center;">" "</p> <p style="text-align: center;">" "</p>
<p>For all patterns of sums covered, the date of death claim intimation or the date of Disability claim approval shall be used as a basis for encashment of the IIA and cessation of all related Contract and Takaful charges.</p>	<p style="text-align: center;">" "</p> <p style="text-align: center;">" "</p> <p style="text-align: center;">" "</p>
<p>Contract and Takaful Charges shall continue to be deducted in accordance with the Contract Schedule until the Operator has been notified of the death of the Covered Member or the Disability claim has been approved. Charges deducted between date of death and date of intimation or the date of Disability and the date of claim approval, as the case may be, shall not be refunded to Beneficiaries hereunder it being agreed that the Operator shall have the right to assume that the Contract remains in force during any such period. Any surplus accrued during such period shall be credited to the IIA.</p>	<p style="text-align: center;">" " " "</p> <p style="text-align: center;">" " " "</p> <p style="text-align: center;">" " " "</p> <p style="text-align: center;">" " " "</p> <p style="text-align: center;">" " " "</p> <p style="text-align: center;">" " " "</p> <p style="text-align: center;">" " " "</p> <p style="text-align: center;">" " " "</p> <p style="text-align: center;">" " " "</p> <p style="text-align: center;">" " " "</p> <p style="text-align: center;">" " " "</p>
<p>Any sum payable by the Operator on the occurrence of death shall be subject to the submission of</p>	<p style="text-align: center;">" "</p>

<p>proof satisfactory to the Operator of the age and death of the Covered Member, and the identity and lawful right of the claimant(s) to payments payable hereunder. The title of claimant(s) must be proved to the satisfaction of, and without expense to, the Operator. A suitable discharge as required must also be lodged with the Operator, including the return of this Contract or of any document which has been recognized by the Operator as substituting it.</p>	<p>" " " / " / " " " " " " "</p>
<p>The Operator shall have the right to conduct a medical examination of the deceased Covered Member and to conduct any other form of medical examination allowable under applicable law.</p>	<p>" " " "</p>
<p>The amount payable on death shall be made available in one lump sum.</p>	<p>.</p>
<p>Any sum payable by the Operator on the Disability of the Covered Member will be subject to proof satisfactory to the Operator of the condition of Disability and the identity and lawful right of the claimant(s) to payments payable hereunder.</p>	<p>" " " " " " " "</p>
<p>Notwithstanding anything to the contrary herein contained, Benefits payable hereunder are conditioned upon receipt of written notice by the Operator of an occurrence upon which a claim may be based within 30</p>	<p>" " " " "</p>



<p>(thirty) days of such occurrence. Such notice shall detail, at a minimum, the date, time, circumstances and individuals involved in connection with such occurrence. Failure to give such notice within such time period shall not invalidate any claim if it can be shown to the Operator's satisfaction that notice has been provided as soon as was reasonably practical.</p>	<p>( ) 30</p> <p>" "</p>
<p>All the documents, information and evidence submitted to the Operator shall be furnished at the expense of the Contract Holder and shall be in such form and of such nature as the Operator may prescribe from time to time.</p>	<p>" " " "</p> <p>" "</p>
<p>Notwithstanding anything herein contained, Operator shall bear no responsibility whatsoever for deducting any amounts owed contractually by the Contract Holder to the Covered member from any Benefits paid hereunder</p>	<p>" " " "</p> <p>" " " "</p> <p>" "</p>
<p><b>8 EXCLUSIONS</b></p>	<p><b>8</b></p>
<p>The Operator shall not be liable under this Contract for death or disablement of the Covered Member resulted either directly or indirectly from:</p>	<p>" " " "</p> <p>" "</p> <p>:</p>
<p>(i) intentional self-inflicted injuries or attempted suicide by</p>	<p>(1)</p> <p>" "</p>

the Covered Members whether sane or insane at the time; or	
(ii) any complication resulting from abortion; or	(2)
(iii) the influence of alcohol or illicit or illegal drugs; or	(3)
(iv) HIV infection, AIDS or any AIDS related condition; or	) (4) (
(v) participation in or training for any hazardous or dangerous sport or competition or riding or driving in any form of race or competition; or	(5)
(vi) flying for the purpose of any trade or technical operation or hobby or as a member of an aircrew or in any other aerial activities except passage as a fare-paying passenger on a regularly scheduled flight of a commercial aircraft or charter service; or	(6)
(vii) war or serving in any capacity for any navy, army or air force; or	(7)

<p>(viii) nuclear weapons material, ionizing, radiation or contamination by radioactivity from any nuclear fuel or from any waste generated by the combustion of, or any self-sustaining process of fission related to, nuclear fuel. For purposes of this exclusion, combustion shall include any self-sustaining process of nuclear fission; or</p>	<p>(8)</p>
<p>(ix) orders of a court or legal authority exercising valid jurisdiction under applicable laws; or</p>	<p>(9)</p>
<p>(x) any breach of the Shari'a as applicable in the KSA; or</p>	<p>(10)</p>
<p>(xi) any pre-existing condition, disability, abnormality, deformity, illness or injury occurring or originating prior to the Commencement Date.</p>	<p>(11)</p>
<p><b>9 FULL ENCASHMENT AND PARTIAL WITHDRAWAL</b></p>	<p><b>9</b></p>





<p>Any controversy or dispute resulting from or related to the terms and conditions of this Contract, endorsements thereon or supplementary contracts and attachments thereto shall be subject to the Arbitration Law issued by Royal Decree No. ----- dated -----H and its such Arbitration Law's Implementory Regulation issued on -----H.</p>	<p style="text-align: right;">" "</p> <p>-----</p> <p>-----</p> <p style="text-align: right;">. --</p>
<p>The Contract Holder hereby represents that any claim in connection herewith shall be made against the TTA and not against the Operator.</p>	<p style="text-align: right;">" "</p> <p>" "</p> <p>" "</p> <p style="text-align: right;">. "</p>
<p><b>11.3 Fraud</b></p>	<p style="text-align: right;"><u><b>: 3 11</b></u></p>
<p>All coverage hereunder shall be deemed cancelled and this Contract shall be null and void in every respect with regards to any Covered Member who submits any false or fraudulent claim or who attempt to obtain, or directs an agent to attempt to obtain, any of the Benefits hereunder through fraudulent or dishonest means of whatever kind. All Contributions paid by any such Covered Member hereunder shall be deemed forfeited.</p>	<p style="text-align: right;">" "</p> <p style="text-align: right;">" "</p> <p style="text-align: right;">" "</p> <p style="text-align: right;">" "</p> <p style="text-align: right;">" "</p> <p style="text-align: right;">" "</p> <p style="text-align: right;">" "</p> <p style="text-align: right;">. "</p>
<p><b>11.4 Governing Law</b></p>	<p style="text-align: right;"><u><b>: 4 11</b></u></p>
<p>This Contract shall be governed and construed in all respects according to laws and regulations of the KSA. In the event of any changes in laws, regulations, practices or customs (including, without limitation, imposition of any form of taxation or levy of any type, on the Contributions or</p>	<p style="text-align: right;">" "</p> <p style="text-align: right;">)</p>

<p>profits of the Operator or on managed funds related to the Contract) which affect the ability of the Operator to perform under this Contract, then the Operator may adjust the Contract to any extent necessitated by such changes.</p>	<p style="text-align: center;">" "</p> <p style="text-align: center;">(" "</p> <p style="text-align: center;">" " " "</p> <p style="text-align: center;">" " " " "</p> <p style="text-align: center;">.</p>
<p><b>11.5 Notices</b></p>	<p style="text-align: right;"><b>: 5 11</b></p>
<p>Every notice, request, election or document required under this Contract or any Endorsements thereto shall be deemed to have been received by Operator only if given in writing to the Operator at its Registered office or such other place as shall, from time to time, be specified by the Operator. The Operator shall not be obliged to act upon any assignment, beneficiary designation or exercise of any right or option executed in accordance with the terms and conditions herein contained unless and until express notice in writing of such assignment, designation or exercise is deemed received in accordance with this Article 11.6.</p>	<p style="text-align: right;">" "</p> <p style="text-align: right;">" " "</p> <p style="text-align: right;">" " "</p> <p style="text-align: right;">" " "</p> <p style="text-align: right;">" "</p> <p style="text-align: right;">.6 11</p>
<p><b>11.6 Renewal and Cancellation</b></p>	<p style="text-align: right;"><b>6 11</b></p>
<p>The Operator shall not be obligated to renew this Contract upon expiration. Any Covered Member who attains the age limit specified in the Schedule during the Contract term shall be automatically excluded from any renewal of the Contract to which the Operator may agree.</p>	<p style="text-align: right;">" " " "</p> <p style="text-align: right;">" .</p> <p style="text-align: right;">" " "</p> <p style="text-align: right;">" " " "</p> <p style="text-align: right;">" "</p>
<p>The Contract, either in its entirety or in respect of any Covered Member, may be</p>	<p style="text-align: right;">" " " "</p>

<p>cancelled by the Operator at any time upon 14 (fourteen) days written notice to the Contract Holder provided that such cancellation shall be without prejudice to the rights of the Contract Holder in respect of prior injury to any Covered Member.</p>	<p style="text-align: center;">" "</p> <p style="text-align: center;">( ) 14</p> <p style="text-align: center;">" "</p> <p style="text-align: center;">" "</p> <p style="text-align: center;">"</p>
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