

Mobily Business Fixed solutions Terms and Condition

1. General

- 1.1. Etihad Etisalat Company, a Saudi joint stock company, under Commercial Registration no (1010203896), issued in Riyadh, P.O. Box 9979, Riyadh 11423, Kingdom of Saudi Arabia (referred to herein as "Mobily") will provide the customer identified hereunder and/or in the Order (the "Customer") with the services detailed in: a) the order form issued hereunder (the "Order"); and b) Mobily proposal attached to the Order (the "Proposal") and in compliance with these terms and conditions (the "Base Terms"). Which services shall be referred to hereunder as "Services".
- 1.2. Mobily and Customer shall be referred to hereunder individually as "Party" and collectively as "Parties".
- 1.3. The Services and Parties relation hereunder shall, at all time, be governed by all laws and regulations of the Kingdom of Saudi Arabia including, without limitation, those of Communications and Information Technology Commission (CITC).
- 1.4. The "Base Terms" as well as each Order and Proposal signed by Customer for specific Service constitute the entire agreement and understanding between the Parties concerning the ordered Service and supersede, and replace any prior written or oral agreements, representations, arrangement or understanding between them relating to the Service. For each Service ordered by Customer, the Base Terms, the respective Order and Proposal shall collectively be referred to hereunder as the "Contract". In case of conflict between the provisions of the Contract documents, the order of precedence shall be 1) the Base Terms, 2) the Proposal then 3) the Order.
- 1.5. Services specification, features, commitment, conditions, charges, fees, limitations and duration are included in the Order and Proposal. Services shall mainly include, SIP Truck Services, SIP Line Numbers, Value Added Services (VAS) and/or any other services as offered by Mobily within the Proposal. Customer acknowledges and understands that for the continuous activation of the Services hereunder, one SIP Line number should always be active for the registration and authentication of the customer IP-PBX on Mobily's PSTN (the "Pilot Number"). The Pilot Number cannot, under any circumstance, be deactivated or cancelled unless the whole Services are terminated or cancelled.
- 1.6. Customer's data and information are detailed in the Order. Customer is obliged (and shall be liable for the consequences of any failure to adhere to such obligation) to provide Mobily with any update to his information or data substantiated by the supporting documents including without limitation the CR and Power of Attorney. In the event of failure observe the requirements of this clause, the Customer will not be able to plead such change against Mobily, and Mobily may terminate the Contract and recover all amounts and damages due to Mobily as a result of such failure from Customer.
- 1.7. The Parties confirm that they have not entered into this Contract by, and have not relied upon, any statement, representation, warranty or other assurance except to extent explicitly incorporated into this Contract.
- 1.8. The only remedy available in respect of any misrepresentation or untrue statement made to it will be a claim for breach of contract under this Contract. However, nothing in this clause will limit or exclude any liability for fraud.
- 1.9. By signing this Contract, the Customer is admitting the knowledge of all the benefits, freebees, monthly subscription, payment types, and payment option for the Service agreed under this Contract. This is considered a knowledge due diligence. Customer shall be bound by and shall fully observe and comply with all terms and conditions stated in this Contract.
- 1.10. Customer shall, at all times, be solely responsible for:
 - 1.10.1. the security of his telecom systems and its protection versus hacking or any similar fraudulent actions; and the misuse of the Service by any user having access to the Service and shall be solely held liable for the consequences and damages that may result from such hacking, fraudulent action or misuse.

1.11. Unless otherwise authorized in writing by Mobily, Customer shall not resell the Services provided hereunder to any third party.

2. Service Request

2.1. Customer's order to the Service shall be considered in effect when the Customer signs the Contract documents (the Base Terms as well as the Order and the Proposal of the ordered Service) prepared by Mobily. Customer may issue Customer's official purchase order (the "PO") for the ordered Service however, any terms and conditions included in the PO that are not part of the Contract documents shall be considered null, void and with no effect.

2.2. Customer shall sign the Base Terms once together with the first Order and Proposal. Thereafter, for any subsequent Service request, Customer shall not sign the Base Terms again but only the Order and the Proposal of the new ordered Service and the Base Terms signed earlier by Customer shall govern those subsequent Orders and Proposals as if there were re-signed by Customer together with such subsequent Orders and Proposals.

2.3. For each Service ordered by Customer hereunder, Customer acknowledges and agrees that Mobily had conducted initial coverage survey (the "Soft Check") for Customer's sites (the "Site(s)") and the results of which are included in the Proposal. Customer acknowledges and agrees that the Soft Check should not be considered as an official commitment for the provision of the Service to the respective Sites and that the final coverage and service availability survey (the "Final Check") results and confirmation for the provision of Service will be provided by Mobily to Customer after Customer signature to the respective Contract documents. The Final Check might reveal that, for conditions that were unforeseen at time of signing the Proposal/Order, Service cannot be provided to a certain Site (or certain Sites) or that it can be provided conditional on additional Charges to be paid by Customer. In either case, Mobily shall notify the Customer in writing with the results of the Final Check and, if the Service can be provided conditional on additional Charges to be paid, within three (3) business days from the aforementioned notification date, Customer shall be at liberty either to sign a revised Order with the new Charges for the provision of the Service or to notify Mobily in writing that the Site (or Sites) in questions are cancelled from the Order (or cancelling the whole Order as applicable). Customer's failure in notifying Mobily with its decision within the aforementioned three (3) business days shall be deemed as cancellation to the Site (or Sites) or Order in question (if the whole Order was made for the concerned Site(s)). Site (or Sites) or Order cancellation shall be without any liability on Mobily for whatsoever damages incurred (or may be incurred) by Customer as a result of such cancellation.

2.4. In case of positive Final Check results, Mobily shall proceed with the delivery process and notify the Customer of the Order acceptance.

3. Service Delivery Acceptance

3.1. As a condition precedent to the provision of Service, Customer shall grant Mobily unrestricted access to the Sites and perform all its obligations set forth in the Proposal with due diligence.

3.2. Other than the Customer-Provided Equipment (CPE) set forth in the Proposal, that shall be provided by Mobily as part of the Service, all other equipment, cables, connections, network, hardware, software or the same that are necessary for the successful operation of the Services shall be provided and at all times be maintained by Customer.

3.3. Upon Service installation and commissioning, Mobily shall notify Customer that Service is ready for testing and Customer's acceptance. Customer shall test and sign the Service acceptance form within three (3) business days from the aforementioned notification date. The Service shall be deemed accepted by Customer, if Customer did not provide a written notice to Mobily within the aforementioned three (3) business days period stating that the Service is not functioning properly providing sufficient details of such failure, under which case the Service shall be deemed accepted by Customer without reservation on the 1st day of the aforementioned three (3) business days period. The date of the Service acceptance or deemed acceptance by Customer referred to herein as the "Service Commencement Date". Billing shall commence on the Service Commencement Date.

3.4. In the event Customer notifies Mobily within the period stated above that the Service is not functioning properly, then Mobily shall correct any deficiencies in the Service and Service testing process set forth under 3.3 above shall be repeated.

4. Commencement and Duration

4.1. Except for SIP Line Numbers Service, Customer shall commit to receive any Service provided by Mobily hereunder for a minimum period of twelve (12) months from the Service Commencement Date or the minimum commitment period set forth in the Order, whichever is longer. The minimum commitment period for the SIP Line Number shall be 30 calendar days from the Service Commencement Date. The minimum commitment periods set forth under this clause shall be referred to herein as "Minimum Commitment Period").

4.2. Upon the expiry of the Minimum Commitment Period, for the Service, the Service will be automatically renewed and extended on one (1) month rolling basis based on the same terms and conditions of the Contract until it is terminated in accordance with the Contract provisions.

5. Confidentiality

5.1. "Confidential Information" is defined as information of any nature and in any form including drawings, specifications, data, costs, quotes, graphs, charts, discussions and alike which was communicated verbally or in writing and relates to the purpose of this Contract.

5.2. Both Parties undertake to keep the Confidential Information in confidence and not to use or disclose or communicate any of this information in whole or in part to any third party except for Mobily employees, representatives, professionals, advisors, affiliates, agents, subcontractors or, as deemed necessary for the implementation of the project or as required by Kingdom of Saudi Arabia Law legally or regulatory and both Parties should make needful efforts to prevent the publication or disclosure of any Confidential Information except as provided here-above.

5.3. Confidential Information shall not include information that is:

- 5.3.1. in or becomes part of the public domain other than through disclosure by the recipient in violation of this Contract;
- 5.3.2. demonstrably known to the recipient previously, without a duty of confidentiality;
- 5.3.3. independently developed by the recipient without reference to the Confidential Information;
- 5.3.4. rightfully obtained by the recipient from third parties without a duty of confidentiality; or
- 5.3.5. required to be disclosed by applicable law.

6. Mobily Facilities

6.1. "Mobily Facilities" is defined as "any property owned, licensed or leased by Mobily or any of its affiliates and used in Customer's Sites to deliver the Service including, terminal and other equipment, conduit, fiber optic cable, wires, lines, ports, routers, switches, wireless receivers and transceivers, data service units, cabinets, racks, private rooms and the alike". The term includes the Customer-Provided Equipment (CPE) provided by Mobily hereunder.

6.2. Unless otherwise agreed in writing, all Mobily Facilities shall remain under the ownership of Mobily. Mobily will provide and maintain Mobily Facilities in a good working order.

6.3. Mobily Facilities shall at all times be under the safe custody of the Customer. Customer shall be responsible for maintaining the proper environment (as set forth in the Proposal or as advised by Mobily to Customer from time to time) for Mobily Facilities. Customer shall not, and shall not permit third parties to, rearrange, disconnect, remove or attempt to repair or otherwise tamper with any Mobily Facilities without the prior written consent of Mobily. Except for the loss of or damage to Mobily Facilities caused by Mobily or due to Event of Force Majeure, Customer shall always be liable for any loss of or damage to Mobily Facilities during the Contract term. In no event shall Mobily be liable for the damages incurred by Customer due to Service interruption to the extent that such Service interruption was due to Customer's

failure to adhere to its obligation under this clause.

- 6.4. Mobily Facilities shall not be used for any purpose other than that for which Mobily provides them.
- 6.5. In the event Customer fails to adhere to its obligations under this clause and such failure results in losses or damages to Mobily Facilities, Customer shall reimburse Mobily for the actual full cost of replacing any lost, stolen, damaged or destroyed Mobily Facilities.
- 6.6. Customer is committed to allow Mobily to remove Mobily Facilities from Customer's Sites immediately upon termination, expiration, or cancellation of the Contract or the respective Order or as required by Mobily for the purpose of maintaining or upgrading the Service.
- 6.7. Mobily shall not be responsible for the operation or maintenance of any Customer's hardware or facilities related to the Service. Mobily undertakes no obligations and accepts no liability for the configuration, management, performance or any other issue relating to any Customer's hardware or facilities.

7. Service Charges, Tariff and Credit Limit

- 7.1. The Order and/or the Proposal include the applicable non-recurring charges (the "NRC") and monthly recurring charges (the "MRC"), the usage fees and any other fees or charges that shall be paid by Customer to Mobily in consideration of the Services provided hereunder (collectively the "Charges").
- 7.2. Following the expiry of the Minimum Commitment Period, Mobily shall have solely the right to change the Charges however, Mobily shall serve a six (6) month notification to the Customer before the effective date of such change. Such notification might be served via email or fax to the contact person of Customer identified in the Order or Proposal. Upon being notified with such changes in Charges, Customer shall be at liberty either to continue or terminate/cancel the Service. Failure of Customer to notify Mobily with the respective Order termination before the elapse of the aforementioned six (6) months period shall be deemed Customer's acceptance to the said new Charges.
- 7.3. Service Charges shall always be exclusive of value added taxes (the "VAT") applicable to the Service. Customer shall be solely responsible for paying any VAT or other taxes applicable to the Service by force of Law; which taxes shall be billed to and charged from the Customer separately in accordance with all applicable regulation in force at the time Services are supplied.
- 7.4. Mobily has the sole right to: a) set a credit limit on usage Charges, b) change the credit limit (subject to prior notification) at any point of time or c) without incurring any liability towards Customer, suspend the outgoing calls for those users that have reached the pre-set credit limit. The Customer may request to increase or decrease the credit limit, however, it is Mobily's sole right to reject, without reason, any Customer's request for increasing the credit limit. Suspended outgoing calls will be resumed upon full payment of the Charges due to Mobily.

8. Billing and Payment

- 8.1. Starting from Service Commencement Date, Customer will receive an invoice which includes the due Charges for the period starting from the Service Commencement Date until the 7th of the immediate subsequent month. Thereafter, invoices shall be provided on monthly basis pertaining to the Charges due for each subsequent month. Unless stated otherwise to the contrary under the Order or Proposal, all Charges shall be invoiced in arrears.
- 8.2. Unless otherwise specified in the Order, all undisputed invoices are due for payment within thirty (30) days from the date of invoice and all payments shall be due and payable in Saudi Riyals (SAR).
- 8.3. If Customer failed to pay the undisputed amounts within the aforementioned thirty (30) days period, without prejudice to Mobily's other rights in contract, tort or law, Mobily shall have the right to suspend the Service without any liabilities

towards the Customer for whatsoever damages incurred as a result of such suspension. Mobily shall notify the Customer five (5) days before Service suspension. Mobily shall also have the right to reject any new activations and to report the Customer's failure of payment to SIMAH without referring back to the Customer. Services shall be re-activated immediately after payment.

9. Disputed Invoices

- 9.1. If Customer disputes any portion of a Mobily invoice, Customer must submit written notice of the claim with a sufficient detail of the nature of the claim, the amount and invoices in dispute and information necessary to identify the affected Service for the disputed amount within sixty (60) days from the date of the invoice for those Services.
- 9.2. Customer waives his right to dispute any invoice not disputed within sixty (60) days from the date of the invoice.
- 9.3. Non disputed amounts should be paid on time and should not be affected by any dispute.
- 9.4. In the event that the dispute is resolved in favor of Mobily, Customer has to pay the disputed amount immediately or within the period set by Mobily.

10. Termination & Suspension

- 10.1. Either Party may terminate this Contract immediately upon giving notice in writing to the other Party in the event the other Party becomes bankrupt or insolvent; has sought protection from its creditors under any statute or legal process; has suffered or permitted a trustee, liquidator, administrative receiver to be appointed or to take possession of its property or assets; had voluntarily or involuntarily commenced proceedings for dissolution, liquidation or winding up; or has ceased to carry on business.
- 10.2. Mobily may terminate this Contract and any Order, in whole or in part with immediate effect and upon written notice to Customer: (a) if Customer failed to pay his debts or any undisputed due payments within thirty (30) days from the notification date of such failure; (b) if Customer failed to rectify a material breach of this Contract within a period of thirty (30) days from the notification date of such failure; or (c) for no cause and without intervention of the courts or liability on Mobily's part by giving the Customer not less than (30) days' written notice (for avoidance of doubt, Mobily shall not be liable or responsible to Customer for any violation or breach resulting out from, or in connection with, such termination and will not be committed to pay any losses, expenses, compensations or claims raised by the Customer regarding this termination).
- 10.3. Without prejudice to Mobily's entitlement for Early Termination Charges detailed under clause 10.4 below, Customer may terminate this Contract (or any Order hereunder) for no cause by giving thirty (30) days advance written notice to Mobily.
- 10.4. If the Contract (or Order) was terminated during the Minimum Commitment Period for Customer's default or convenience, in addition to the Charges payable for the Services delivered by Mobily before termination date, Customer shall be obliged to pay: a) the Charges of the undelivered Service for the rest of the Minimum Commitment Period following the termination date (as if the Services were fully delivered); and b) any other costs incurred by Mobily as a result of such termination (collectively the "Early Termination Charges").
- 10.5. In case Customer requested a cancellation of an Order before the Service Commencement Date, then the Customer shall undertake to pay an amount of Ten Thousands Saudi Arabian Riyals (SAR 10,000) as a penalty for such Order cancellation in addition to the costs of any fiber rollout works and any other damages incurred by Mobily.
- 10.6. Customer can request temporary suspension of any Service on voluntary basis, provided that: a) the Minimum Commitment period is completed, b) Customer has served a written notice to Mobily (60) days prior to the requested suspension date, c) suspension will not last for more than twelve (12) months period, d) suspension will not take place within three (3) months period from the date when the previous suspension had elapsed and d) Customer agrees to pay a recurring fee

of ten percent (10%) of the MRC during the requested suspension duration.

10.7. Upon termination of the Contract or Order, all outstanding amounts due to Mobily shall immediately become due and payable.

11. Ownership, Intellectual Property Rights and Software License

11.1. All intellectual property rights in any equipment, software or material supplied as part of the Services by Mobily hereunder (including Mobily Facilities) shall remain Mobily's property or the property of its licensors as applicable.

11.2. The Customer shall not disclose nor use any intellectual property rights supplied by Mobily hereunder for any purposes other than those authorized under this Contract or otherwise by Mobily.

11.3. Any IP Address allocated by Mobily to the Customer shall at all times remain Mobily's sole property and the Customer will have a non-transferable license to use such address for the duration of this Contract. If this Contract or any Order is terminated for whatever reason, the Customer's license to use the respective IP Address shall automatically terminate.

12. Representations and Warranties

12.1. Either Party warrants and represents that: (a) it has the full right and authority to enter into, execute, deliver and perform its obligations under this Contract and any Order; (b) it has secured all necessary consents, licenses, and other approvals as may be required to perform its obligations under this Contract and any Order (the "Required Rights"); (c) it will maintain the Required Rights and will, at its cost, exercise any renewal right thereunder, and will use reasonable commercial efforts to acquire extensions, additions or replacements as are necessary to cause the Required Rights to continue through the applicable Contract or Order term; and (d) shall at all times recognize, adhere to and comply with all applicable laws and regulations including, without limitation, those of CITC.

12.2. Mobily shall exert best endeavors to ensure the good quality of the Service and its compliance with CITC regulations. However, Customer shall always be deemed to have accepted the Service on "as is" basis. Except for whatever agreed under the Service Level Agreement offered hereunder, Mobily shall not be responsible to the Customer for any temporal Service interruption, degradation or for any reason whatsoever. However, Mobily shall exert its reasonable effort to restore the Service to its normal condition as practicable as possible. Mobily does not guarantee: a) that the Service is error free or performing on an uninterrupted basis or b) the Customer's use of the Service will not result in any loss of data or software.

12.3. Except as provided in this Contract or any applicable Order, all representations, conditions, warranties or other terms, whether express or implied, by statute or otherwise, including (without limitation) any implied terms as to condition, quality, performance or fitness for purpose of the Service, are excluded to the fullest extent permitted by law.

13. Liability and Indemnification

13.1. Mobily shall not be liable for any loss of profit, loss of revenue, loss of goodwill, loss of anticipated savings, loss of customers, loss of data, loss or damage of software or interference with business or for any indirect, special, or consequential, loss or damage whether or not caused by or arising out of the acts or omissions or negligence of Mobily, its employees or agents or whether or not caused by, arising out of the performance or failure to perform under this Contract or any Order.

13.2. Nothing in this Agreement shall be construed as limiting the Customer's liability for:

13.2.1. personal injury or death resulting from the negligence of Customer or its employees, agents or subcontractors;

13.2.2. fraud or fraudulent misrepresentation;

- 13.2.3. gross negligence or willful misconduct;
- 13.2.4. any liability arising out of Customer's infringement to intellectual property rights;
- 13.2.5. breach of confidentiality undertakings hereunder; or
- 13.2.6. Any other matter that cannot be limited or excluded by law.

- 13.3. Mobily's total liability in contract, tort (including negligence and breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with this Contract under any circumstance shall be limited to: (a) with respect to claims arising in the first twelve (12) month period of the Contract term, 100% of the value of the total payments payable by Customer during the first twelve (12) month period of the Contract term; and (b) with respect to claims arising after the first twelve (12) month period of the Contract term, 100% of the value of the total payments paid by Customer (excluding usage Charges) during the twelve (12) months immediately preceding the date on which the claim arose.
- 13.4. Mobily grants to Customer the right to permit Customer's end users to access and use the Services provided that Customer shall remain solely responsible for such access and use and shall defend, indemnify and hold harmless Mobily from and against all damages that may result from such access and use.
- 13.5. The Customer shall indemnify and keep Mobily fully indemnified and held harmless against all liabilities, losses, damages, expenses and costs (including all legal costs) or other expenses arising out of any claim brought against Mobily or its affiliates, agents, subcontractors or consultants as a result of 1) infringement of a third party's intellectual property rights arising out of, or in connection with Customer's breach to the Contract including, without limitation, the use of the Service (i) for purposes not permitted under this Contract; or (ii) in breach of applicable laws and regulations (including, without limitation, those of CITC), save to the extent that such claim is caused by or arises from the negligence, or breach of Mobily or its employees, officers, representatives or advisors or; 2) any other breach made by Customer hereunder.

14. Force Majeure

- 14.1. For the purpose of this clause, the term "Event of Force Majeure" means an event that is: (a) beyond the reasonable control of a Party (the "Affected Party"); and (b) cannot be remedied or avoided by the Affected Party through exercise of due care including, but not limited to, war (declared or undeclared), blockade, disturbance, a natural disaster such as lightning, earthquake, storm, flood, explosion or meteor, marine accidents, accidental severing of all or the majority of connecting fibers in a conduit, any power lawfully exercised by a government agency, any change in any Applicable Law, inability or delay in granting governmental or other approvals, consents, permits, licenses or authorities, or telecommunication network outage or degradation, but excluding any industrial dispute relating to Mobily, Mobily's personnel or any other failure in Mobily's supply chain that are within the reasonable control of Mobily. For avoidance of doubt, if during the installation and commission of Service or after the Service Commencement Date, a building was constructed in the Site or in the vicinity of the Site by Customer (or a third party) in a manner that will affect the quality of the Service, such case shall be considered as a Force Majeure Event affecting Mobily.
- 14.2. Neither party shall be liable for any failure to perform any of its obligations hereunder where such failure results from an Event of Force Majeure. If any Event of Force Majeure, whether of a temporary or permanent nature, prevents or hinders for a period of fifteen (15) days either Party from complying with its obligations hereunder, (save for the payment obligations of the Customer hereunder), the other Party shall be entitled, without incurring any liability for damages, to terminate the part of the Contract (or the Order) that is affected by such Event of Force Majeure giving the other Party seven (7) days written notice in advance before termination. Any such termination shall not affect Mobily's right to receive payments for the Service already rendered before the Event of Force Majeure occurred.

15. Governing Law

- 15.1. This Contract shall be governed and construed in all respects in accordance with the laws of the Kingdom of Saudi Arabia (including, without limitation, those of CITC).

15.2. All disputes arising out of or in connection with the agreement shall be finally decided by the courts of KSA.

16. Miscellaneous

- 16.1. Customer shall not assign, charge or otherwise deal with the whole or any part of this Contract or its rights or obligations hereunder without the prior written approval of Mobily. Mobily may assign this Contract or any part thereof to its affiliates without the prior written approval of Customer.
- 16.2. No waiver by either Party of any provision in this Contract shall be binding unless expressly confirmed in writing. Further, any such waiver shall relate only to such particular matter, non-compliance or breach as it expressly relates to and shall not apply to any subsequent or other matter, non-compliance or breach.
- 16.3. This Contract, and any Order, may only be modified or supplemented by an instrument in writing executed by a duly authorized representative of each Party.
- 16.4. This Contract will not establish any relationship of partnership, joint venture, employment, franchise, or agency between Mobily and the Customer. Neither Mobily nor the Customer have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. This Contract does not confer any benefits on any third party unless it expressly states that it does.
- 16.5. All notices under this Contract shall be made in compliance with the CITC regulations and in absence of which or as far as it is permitted thereunder, notices hereunder shall be in writing and may be delivered in person, or by facsimile (confirmed by transmission report), overnight courier, electronic mail (if an e-mail address is provided below) or by first class post to the addresses and representatives of both Parties identified in the Order.
- 16.6. Customer should maintain updated contacts of his authorized person/s (the "AP") on Mobily system as Customer's invoices and sms are sent to AP defined contacts, and call center is accepting calls/emails from defined AP only.
- 16.7. Customer shall not request changes in Services such as downgrade or relocation before the end of the Minimum Commitment Period and in case Customer needs that, it will be subject to a new proposal from Mobily and it may result in changes in Charges to the Customer. In case Customer needs to do any such change (i.e. disconnect, upgrade or downgrade or relocate the Service, Customer's AP needs to send an email to 901@Mobily.com.sa from Customer's email or call 901 mobile number existing in Mobily's system.
- 16.8. For creating, auditing or administering Customer's accounts with Mobily, Customer hereby authorizes Mobily to obtain and collect any information as it deems necessary or as needed regarding Customer's accounts related to this Contract from the Saudi Credit Bureau (SIMAH) and to disclose and share (including data pooling) these information SIMAH or any other agency approved by Saudi Arabian Monetary Agency (SAMA).