FINAL TERMS

13 August 2026

Riyad Bank

(Incorporated as a joint stock company under commercial registration no. 1010001054 and with unified number 7000022868, pursuant to Royal Decree and Council of Ministers' Resolution No. 91 dated 01/05/1377H (corresponding to 23 November 1957G), with a paid-up capital of SAR 40,000,000,000 and 4,000,000,000 total outstanding shares)

Issue of SAR 10,000,000,000 Additional Tier 1 Capital Public Sukuk

under the

Additional Tier 1 Capital Public Sukuk Programme

Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions (the "Conditions") set forth in the Base Prospectus dated 09 July 2026G (the "Base Prospectus"). This document constitutes the Applicable Final Terms of the Sukuk described herein and must be read in conjunction with the Base Prospectus. Full information on the Issuer and the offer of the Sukuk is only available on the basis of a combination of these Applicable Final Terms and the Base Prospectus. The Base Prospectus is available for viewing during normal business hours at the head office of the Issuer located at King Abdullah Financial District (KAFD), Financial Boulevard - Al Aqeeq District - Building No. 3128, Postal Code 13519 – Secondary No. 6671, Riyadh, Kingdom of Saudi Arabia and copies may be obtained from this office.

1.	Issuer:		Riyad Bank
2.	Sukukholders' Agent:		Riyad Capital
3.	Series Number:		1
	(A)	Tranche Number:	1
	(B)	Date on which the Sukuk will be consolidated and from a single Series:	Not applicable
4.	Specified Currency:		Saudi Arabian Riyals ("SAR")
5.	Aggregate Nominal Amount:		
	(A)	Series:	SAR 10,000,000,000
	(B)	Tranche:	SAR 10,000,000,000
6.	Issue Price:		100 per cent. of the Aggregate Nominal Amount
7.	Calculation Amount:		SAR 1,000
8.	Issue Date:		13 August 2026

9.	Offer Period:	21 July 2026 to 03 August 2026
10.	Date of Issuer board approval for issuance of Sukuk obtained:	02 November 2025

PROVISIONS RELATING TO PERIODIC DISTRIBUTIONS

11.	Initial Periodic Distribution Rate:	6.50 per cent. per annum payable quarterly in arrear on each Periodic Distribution Date
12.	Initial Periodic Distribution Amount:	SAR 16.25 per Calculation Amount
13.	Margin:	1.23 per cent. per annum The relevant Profit Rate will be reset on each relevant Reset Date on the basis of the aggregate of the relevant Margin and the Relevant Reset Rate on the relevant Determination Date, as determined by the Payment Administrator.
14.	Periodic Distribution Date(s):	13 November, 13 February, 13 May and 13 August in each year
15.	First Periodic Distribution Date:	13 November 2026
16.	First Reset Date:	13 August 2031
17.	First Fallback Reset Rate	5.27 per cent.
18.	Reset Date(s):	First Reset Date and every fifth anniversary thereafter
19.	Mid-Swap Maturity:	5 years
20.	Mid-Swap Pages:	Bloomberg SRSW5

PROVISIONS RELATING TO REDEMPTION

21.	Condition 9.1(b)(ii):	Not Applicable
22.	Condition 9.1(b)(iii)	Applicable
	(A) First Call Date:	First Reset Date

PROVISIONS IN RESPECT OF THE SUKUK ASSETS

23.	Mudaraba Capital:	100 per cent. of the Aggregate Nominal Amount
24.	Applicable Rate (*in respect of the period from (and including) the Issue Date to (but excluding) the first Mudaraba Profit Rate Reset Date*):	Initial Periodic Distribution Rate
25.	Mudaraba Profit Rate Reset Date(s):	First Reset Date and every fifth anniversary thereafter
26.	Details of the Transaction Account:	Riyad Bank Account No: SA3620000002000350839959 for Series No.: 1

OTHER FINAL TERMS

27.	Listing and admission to trading:	Application has been made to the CMA for registration and offer of the Sukuk and to the Tadawul for the Sukuk to be listed on Tadawul. The listing and trading of the Sukuk is expected to commence around 17 August 2026.
28.	Ratings:	The Sukuk have not been rated
29.	Reasons for the offer:	See "*Use of Proceeds*" in the Base Prospectus
30.	Estimate of total expenses related to the offer:	The offer expenses are estimated at approximately SAR 13,443,125, including the fees of the Sole Arranger, Dealer(s), Receiving Entities, legal advisors, in addition to marketing, arrangement, printing, distribution and other expenses related to the offer. These expenses will be fully borne by the Issuer
31.	Issuer to treat the Sukuk as capital/equity for Zakat purposes when calculating the Zakat base:	Applicable
32.	Subscription method:	Persons wishing to purchase the Sukuk of the relevant Series will be required to submit a duly completed application (an "<u>Investor Application</u>"), to the relevant Dealer(s) in the case of Institutional and Qualified Clients, or in the case of any other legal or natural persons, to the Receiving Entities, before the end of the Offer Period (as defined herein) and shall make payment for the Sukuk of such Series as per the instructions contained in the Investor Application. Forms in relation to Investor Applications will be available from the relevant Dealer(s), or from the Receiving Entities, as applicable, in respect of such Series. Applications to purchase Sukuk for less than the Specified Denomination will not be

		accepted. For further details, please see section 16 "*Subscription and Sale*".
33.	Receiving Entities:	a) Riyad Capital. b) Albilad Investment Company c) Alinma Capital d) Alistithmar for Financial Securities and Brokerage Company e) Aljazira Capital f) Alkhabeer Capital g) Alrajhi Capital h) ANB Capital i) BSF Capital j) Derayah Financial Company k) EFG Hermes KSA l) SAB Invest m) SNB Capital n) Yaqeen Capital o) Musharaka Capital
34.	Allocation method:	The allocation method of each Series of Sukuk will be specified in the Investor Application for such Series of Sukuk. The acceptance of any application from a prospective investor, and the allocation of any Sukuk, will be at the sole discretion of the Issuer in consultation with the Dealer(s) in respect of the relevant Series of Sukuk.
35.	Other final terms:	Not Applicable

DISTRIBUTION

36.	Dealer[s]/distributor[s]:	Riyad Capital Riyad Bank Tower, King Abdullah Financial District (KAFD) 3128 Financial Boulevard, Al Aqeeq District 13519 - 6671, Riyadh Kingdom of Saudi Arabia

Responsibility

The Issuer accepts responsibility for the information contained in these Applicable Final Terms. To the best of the knowledge and belief of the Issuer (having taken reasonable care to ensure that such is the case) the information contained in these Applicable Final Terms is in accordance with the facts and there are no other facts, the omission of which would make any statement herein misleading.

Appointment of the Mudareb

By executing these Applicable Final Terms, the Issuer (in its capacity as Mudareb) acknowledges and agrees that the Sukukholders' Agent in its capacity as *rab-al-maal* has contributed the Mudaraba Capital for investment in accordance with the Master Mudaraba Agreement and accordingly a Mudaraba has been constituted in respect of the Sukuk that are the subject of these Applicable Final Terms, in accordance with the terms of the Master Mudaraba Agreement as supplemented by these Applicable Final Terms.

Signed on behalf of **Riyad Bank**

By:
Name: **Abdulmohsen Al-Twaijri**
Title: Chief Treasury & Investment Officer

F.A.