



Client Profiling Form  
&  
Non-Discretionary Investment Management  
Agreement

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## SECTION – A: Investment Services Account Opening Form

I/ We request BankMuscat SAOG (“BM”) to open an Investment Services Account in My/ Our name in accordance with the terms and conditions set out in this Investment Services Account Opening Form (the “Form”) and in accordance with the terms and conditions laid out in the BankMuscat Non-Discretionary Investment Management Agreement dated .....(the “Agreement”) entered into between BankMuscat and Me/ Us.

In the event that you are (an) individual(s) please fill Part A and C of this Form. In the event that you are making this application on behalf of a corporate entity or pension fund, please fill Part B and C of this Form.

### Part A: INDIVIDUALS

Please complete all details in CAPITAL letters Documents required: **Pls refer to the Annexure 1** Date \_\_\_\_\_

#### First Applicant

Full name (as in passport) Mr/Ms \_\_\_\_\_  
Nationality \_\_\_\_\_ Date of Birth \_\_\_\_\_ Passport No \_\_\_\_\_ Valid upto \_\_\_\_\_

#### Joint Applicant

Full name (as in passport) Mr/Ms \_\_\_\_\_  
Nationality \_\_\_\_\_ Date of Birth \_\_\_\_\_ Passport No \_\_\_\_\_ Valid upto \_\_\_\_\_

Relationship with Main Applicant \_\_\_\_\_

Signing authority for joint accounts  Jointly  Anyone  Other (pls specify) \_\_\_\_\_

Signature of First Applicant \_\_\_\_\_

Signature of Joint Applicant \_\_\_\_\_

Signature(s) witnessed (for BM use) \_\_\_\_\_

### Part B: CORPORATE ENTITIES

Please complete all details in CAPITAL letters Documents required: **Pls refer to page 3. (Section 2)** Date.....

#### Name of the Applicant

Type of Entity (please tick)

- Limited liability partnership
- General Partnership
- Limited liability company
- Closed joint stock company (SAOC company)
- Public joint stock company (SAOG company)
- Pension Fund

Company Registration Number (If applicable) \_\_\_\_\_

Name of Authorised Signatory: \_\_\_\_\_

Designation \_\_\_\_\_

Signature \_\_\_\_\_

Seal / Stamp \_\_\_\_\_

## Part C: CONTACT INFORMATION

### Mailing Address / Telephone (please complete to ensure correct delivery of your statements and advices)

Address.....  
 Telephone (Res)..... (Off)..... Fax:(Res)..... (Off).....  
 Mobile ..... E-mail .....

**Fax instruction required**     Yes     No                      **Email Communication required**     Yes     No

### Bank Account details for settlement

Account No..... Account Name.....  
 Bank Name & Address.....

Expressions used in this form have the same meanings as those given in the Agreement signed by me/us.

I/ We hereby confirm that:

- (i) We have been advised of the risks involved in investment related activities and are aware that the value of my/our investments may fluctuate depending on market conditions and that past performance is no guarantee of future performance;
- (ii) the information provided in this application may be used by BM to keep us up to date with its products and services;
- (iii) BM may buy/ sell Securities on my/ our behalf in accordance with the terms of the Agreement;
- (iv) BM shall have no liability whatsoever to me/us for any Losses, I/we may suffer as a result of the performance of any investments made by BM on my/ our behalf.

I/We declare that I/we have read and understood the above terms and conditions and the Agreement and I/we agree to be bound by them.

### Customer's Signature

\_\_\_\_\_  
 Name: \_\_\_\_\_  
 Designation: \_\_\_\_\_

### For BankMuscat use only

Trust Account No.....  
 Entered by ..... Verified by ..... Date .....

## SECTION- B: Client Profiling

*Your fullest co-operation and participation is requested in completing this form. The accuracy of the information provided by you is absolutely vital in designing the right financial plan for you.*

### Children

Name	Date of Birth

### Dependants

Name	Date of Birth

### Investment Experience Details:

If your total investment to date is 100, how is it allocated?

1.	Fixed Deposits	_____	%
2.	Government Bonds/ Certificates of Deposit	_____	%
3.	Property	_____	%
	A. Oman	_____	%
	B. Overseas	_____	%
4.	Equities/ Stocks/ Shares	_____	%
	A. Muscat Securities Market	_____	%
	B. India	_____	%
	C. Other International Markets	_____	%
5.	Funds	_____	%
	A. Bond Funds	_____	%
	B. Equity Funds	_____	%
	C. Capita; Guaranteed Funds	_____	%
	D. Hedge Funds	_____	%
	E. Property Funds	_____	%
	F. Other Funds	_____	%
6.	Currencies	_____	%
	<b>TOTAL</b>	<b>_____</b>	<b>100</b>

### Current Holding – Excluding Real Estate

1.	Maturity <1 Year	_____	%
2.	Maturity 1 – 3 Years	_____	%
3.	Maturity 3 – 5 Years	_____	%
4.	Maturity 5 – 10 Years	_____	%
5.	Maturity Over 10 Years	_____	%
	<b>TOTAL</b>	<b>_____</b>	<b>100</b>

## Risk Tolerance Assessment

### 1. What is your level of experience with investment Products?

- A. No Investment Experience  (1 point)
- B. Little investment experience  (2 points)  
(E.g. Have invested in time deposits/ money market fund/ Cash equivalents)
- C. Moderate investment experience (e.g. have invested in bonds/ bond funds)  (3 points)
- D. Considerable Investment Experience (e.g. have invested in stocks/ stock funds)  (4 points)

### 2. What is your age?

- A. Over 65  (1 point)
- B. Between 51 – 65  (2 points)
- C. Between 35 – 50  (3 points)
- D. Younger than 35  (4 points)

### 3. In general, what will be your reaction if your investment suddenly drops in value?

- A. Sell it to prevent further losses  (1 point)
- B. Partially sell it to prevent further losses  (2 points)
- C. I would hold the investment  (3 points)
- D. Buy more  (4 points)  
(If it was attractive at a higher price, it looks even better at its current price).

### 4. The following table show the best and the worst possible returns of 6 hypothetical investment plans after 1 year. Based on the possible outcomes shown, which portfolio would you be most comfortable investing in?

Portfolio	Worst Returns	Best Returns
A	3	15
B	0	20
C	-6	27
D	-20	43
E	-27	53
F	-33	61

- (1 point)
- (2 points)
- (3 points)
- (4 points)
- (5 points)
- (6 points)

#### Disclaimer:

This table do not represent the past performance of the six model portfolio shown and should not be viewed as a projection of future performance. The table is based on the past performance of a combination of unmanaged market indices. The model portfolios and the indices may perform differently in the future. The indices used were the MSCI Europe X UK X Switzerland in DM, the SSB Germany Government Bond Index and the IMF German Money Market from January 19985 to September 1998. Unlike these hypothetical portfolios, Mutual Funds are subject to various commissions, sales charges and Mutual Fund expenses, which will reduce overall returns.

### 5. For how long do you think you are going to keep your investment?

- A. Less than 1 Year  (1 point)
- B. Between 1 and 2 Years  (2 points)
- C. Between 2 and 3 Years  (3 points)
- D. Between 3 and 5 Years  (4 points)
- E. More than 5 years  (5 points)

### 6. What percentage of your total capital (excluding property and other non-financial investments) would you use for this investment?

- A. More than 75%  (4 points)
- B. Between 51 and 75%  (3 points)
- C. Between 26% and 50%  (2 points)
- D. Less than 25%  (1 point)

## Customer Profiling Results

PROFILE	POINTS	INVESTOR CATEGORY	CHARACTERISTICS	IDEAL PORTFOLIO COMPOSITION
1	<10	Risk Averse Investor	You do not want any capital risk, and you want no negative Return even on short-term basis.	100 % Capital Guaranteed Funds
2	10 to 15	Conservative Investor	You want a relatively predictable return, over 2-3 years somewhat higher than cash deposits. You are willing to take some risk and accept some fluctuations in returns.	70% Bond Funds and 30% Equity Funds
3	15 to 20	Moderate Investor	You want your capital to grow and are willing to take some moderate risk. You expect better returns than cash deposits but understand you may occasionally experience negative returns.	50% Bond Funds 50% Equity Funds
4	>20	Aggressive Growth Investor	You want your capital to grow over a 3 year period or longer, at the end of which you expect a significant positive return. You are willing to accept significant losses in the hope of a long-term gain.	100% Equity Funds

### Signature

- I want to follow recommendations made on my risk tolerance.  
 I do not want to follow recommendations from my profiling.  
 I do not want to be profiled.

Date: \_\_\_\_\_

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

RM Name: \_\_\_\_\_

### Profiling Updates

Date: _____ Customer/ RM Signature: _____ <input type="checkbox"/> Circumstances and objectives have not changed since last profiling/ update	Date: _____ Customer/ RM Signature: _____ <input type="checkbox"/> Circumstances and objectives have not changed since last profiling/ update
Date: _____ Customer/ RM Signature: _____ <input type="checkbox"/> Circumstances and objectives have not changed since last profiling/ update	Date: _____ Customer/ RM Signature: _____ <input type="checkbox"/> Circumstances and objectives have not changed since last profiling/ update

### Suitability Check for Financial Protected Products

(Example – Guaranteed Funds): Do you seek equity participation with some degree of principle protection at the same time? Y/N

I understand that return of the capital is guaranteed if my investment is kept to maturity and that the performance is not guaranteed.  
 I confirm it is not my intention to liquidate my investment in this fund before its maturity\* as a fee is payable if I do and I understand my investment may show loss of capital if I liquidate early.

Assessment of suitability of this type of investment by (RM Name) \_\_\_\_\_

Customer Signature \_\_\_\_\_

Date \_\_\_\_\_

\* For Maturity details see product fact sheet

Investment Products are not bank deposits or other obligations of Bank Muscat SAOG. They are subject to risk and possible loss of principal. Past performance is not indicative of future performance.

## BankMuscat Non- Discretionary Investment Management Agreement (Client's Copy)

<p>This agreement is made at Muscat, Sultanate of Oman this _____ day of 20 .</p> <p>Between</p> <p>1. <b>BankMuscat SAOG</b>, whose principal office is at P.O. Box 134, Ruwi, P.C. 112, Sultanate of Oman (hereinafter called the "Bank");</p> <p>And</p> <p>2. _____ (hereinafter called the "Client").</p> <p>It is agreed between the Parties as follows:</p> <p><b>1. Definitions and Interpretations</b></p> <p>1.1 <u>Definitions</u></p> <p>"<b>Account</b>" means each account that is opened by the Bank in the Client's name pursuant to this Agreement to which shall comprise the Securities held in the Securities Account and the cash held in the Bank Account.</p> <p>"<b>Investment Services Account Opening Form</b>" means the account opening form executed by the Client pursuant to which the Bank has agreed to open the Account"</p> <p>"<b>Affiliate</b>" means any entity controlled directly or indirectly by the Bank and any entity that controls, directly or indirectly the Bank or any entity that is directly or indirectly under common control with the Bank.</p> <p>"<b>Agreement</b>" means, together, the Account Opening Form, this agreement, any applicable supplementary terms and conditions relative to a specific service offered by the Bank and any applicable documentation supplied by the Bank in order to open the Investment Services Account and/ or expressly stated by the Bank to form part of the Agreement.</p> <p>"<b>Bank Account</b>" means the bank account designated by the Client in the Account Opening Form.</p> <p>"<b>Base Currency</b>" means Rials Omani.</p> <p>"<b>Business Day</b>" means a day on which banks are open for business in Muscat.</p> <p>"<b>Commission</b>" shall mean amounts payable by the Customer to the Bank for Services rendered by the Bank under this Agreement.</p> <p>"<b>Foreign Currency</b>" means a currency other than the Base Currency.</p> <p>"<b>Instructions</b>" mean orders and directives given by the Client to the Bank to enable the Bank to execute transactions relative to the Securities held in the Securities Account and cash held in the Bank Account, which Instructions may be communicated to the Bank by the Client through facsimile, telex, telephone or email (which are received by the Bank from the Client's email id specified in the Investment Services Account Opening Form).</p> <p>"<b>Losses</b>" means expenses, losses, damages, liabilities, demands, charges, actions and claims of any kind or nature whatsoever (including any reasonable legal or other reasonable costs) and expenses relating to investigating or defending any such demands, charges or claims.</p>	<p>"<b>Offer Documents</b>" has the meaning given to this term in Clause 3.2.</p> <p>"<b>Securities</b>" includes:</p> <p>(i) shares, scrips, stocks, bonds, warrants, convertible and non-convertible debentures and units issued by a company incorporated and registered in Oman or abroad whether or not such securities are publicly traded;</p> <p>(ii) all money rights or property that may at any time be offered or accrue (whether by rights, bonus, redemption, preference, option or otherwise) in respect of any of the foregoing or evidencing or representing rights or interest therein; and</p> <p>(iii) any other instruments or investments as the Bank maybe permitted by applicable law, to transact in on behalf of the Client at any relevant time.</p> <p>"<b>Securities Account</b>" means the securities account opened in the name of the Client with the Bank.</p> <p>"<b>Services</b>" include without limitation, non-discretionary Securities trading, non-discretion investment management, the giving of financial investment advice, brokerage services, custody services and such other services as the Bank may be permitted to provide under applicable law.</p> <p><b>1.2 Interpretations</b></p> <p>1.2.1 References to statutory provisions, regulations or notices shall include those provisions, regulations, notices or rules as amended, extended, consolidated, substituted or re-enacted from time to time.</p> <p>1.2.2 Unless the context requires otherwise, words importing the singular shall be deemed to include the plural and vice versa.</p> <p>1.2.3 Clause headings are for guidance only and shall not affect the interpretation of the Agreement.</p> <p><b>2. Appointment</b></p> <p>With effect from the date of this agreement, the Client appoints the Bank to provide the Services on a "non-discretionary" basis.</p> <p><b>3. Instructions</b></p> <p>3.1 It is agreed and understood that the Bank shall not have discretion to place or execute any orders for the Client's Account and orders will only be executed for the Account on the Client's Instructions and the Client shall retain all decision making power and trading authority.</p> <p>3.2 The Client acknowledges and agrees that whilst officers of the Bank may bring potential investment opportunities to the attention of the Client through window displays, circulars or notices or through handouts of copies of prospectuses, fact sheets, private placement memoranda and similar documents ("Offer Documents") relative to potential investments, the Bank does not provide investment advice on the merits of a particular investment or its suitability as an investment vis-à-vis the Client.</p> <p>3.3 It is clarified that the Bank shall accept Instructions from the Client or from the Client's authorised representatives as may be listed in the Investment Services Account Opening Form.</p> <p>3.4 In the event that the Client wishes to send Instructions by: (a) facsimile, such Instructions shall be sent to the Bank's Private Banking Department fax number, which is: +968 2479515);</p>
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Client Initial \_\_\_\_\_

BankMuscat \_\_\_\_\_

b) email, such instructions shall be sent to the email address of the Bank's private banking department, which is [pbmidoffice@bankmuscat.com](mailto:pbmidoffice@bankmuscat.com).

3.5 While the Bank shall make reasonable efforts to intimate the Client of any change in the facsimile number and/ or email id the Client acknowledges and agrees that it shall be the duty of the Client to ascertain whether or not the fax number and/ or email address to which Instructions are to be addressed are in service and/ or remain unchanged and the Bank shall not be responsible for any loss or damage sustained by the Client as a consequence of the Bank being unable to execute Instructions as a consequence of such Instructions remaining undelivered or being delivered to an incorrect or invalid email address/ or fax number.

#### 4. The Bank's Authority

4.1 On receipt of an Instruction the Bank shall endeavour to give effect to such instruction provided that: (a) such Instruction falls within the scope of Services offered by the Bank to the Client, (b) concerns Securities which the Bank is authorised to deal in, and (c) will not result in the Bank breaching any applicable law whether in the Sultanate of Oman or in a foreign jurisdiction.

4.2 For the purpose of enabling the Bank to carry out Instructions the Client appoints the Bank as its agent and such appointment confers on the Bank all powers, authorities and discretions, which are necessary for, or reasonably incidental to, or customary in, enabling the Bank to carry out the Client's Instructions and the Client agrees and undertakes to ratify all such actions or steps that the Bank may take in exercise of such powers, authorities and discretions.

4.3 The Client vests in the Bank all rights and powers (including powers of delegation) that are necessary for the Bank to perform its duties properly and efficiently under this Agreement.

4.4 Without prejudice to the generality of Clause 4.3, the rights and powers of the Bank shall include the right and power:

4.4.1 to effect a transfer Securities into or out of the Securities Account in pursuance of the purchase or sale (as the case may be) of any investments in accordance with the Client's Instructions; and

4.4.1 to enter into and perform all contracts, agreements, and other undertakings that may, in the opinion of the Bank, be necessary, advisable, or incidental to the performance of its obligations under this Agreement.

4.5 The Bank will, unless it receives Instructions from the Client to the contrary:

4.5.1 collect and receive all dividends, income, principal, proceeds from transfer and other payments with respect to Securities held by the Bank on behalf of the Client and credit the proceeds to the Bank Account;

4.5.2 pay or cause to be paid from the Bank Account all taxes and levies in the nature of taxes imposed by any governmental or quasi governmental authority on the Account or on the services provided by the Bank pursuant to this Agreement, or on the Bank on behalf of the Client in respect of any property held by the Bank pursuant to this Agreement;

4.5.3 retain Securities that are issued as bonus or on rights basis; and

4.5.4 refrain from exercising voting rights in respect of Securities held by the Bank on behalf of the Client in the Securities Account

unless the Client otherwise directs. In the event that the Bank receives the Client's written directions with respect to the manner in which voting rights are to be exercised, the Bank shall endeavor to exercise such voting rights and powers in accordance with such directions.

4.6 The Bank shall be authorised (but shall not be obliged) to rely upon and act in accordance with any Instructions. In the case of telephonic Instructions, the Bank shall be authorised to make recordings of the relevant conversation and the Client agrees that the records and transcripts kept by the Bank shall be binding and conclusive evidence of such instructions.

4.7 The Bank shall be authorised to hold Securities on behalf of the Client in its own name directly or through another bank or a third party custodian of the Bank.

4.8 The Bank may (but shall not be obliged) at its sole discretion, where permitted by applicable law, to act on the Client's instructions to purchase Securities without first receiving the funds relative to their purchase. In such circumstances, the Client shall put the Bank in funds in the amount demanded by the Bank on the value date designated by the Bank relative to the transaction.

#### 5. Investment Valuation and Reporting

A list of the Securities held by the Bank for account of the Client will be prepared and forwarded to the Client at periodic intervals, which will be normally at quarterly intervals

#### 6. Fees and Expenses

6.1 The Client shall pay the Bank:-

6.1.1 brokerage and/ or commission for executing each transaction concerning the acquisition and disposal of Securities at the rates agreed with the Bank;

6.1.2 administration and custodial fees and such other fees as set out in Clause 15;

6.1.3 all other costs, liabilities and expenses incurred by the Bank including but not limited to stamp duties, taxes, registration and custodian fees which may be incurred by the Bank in the course of transacting or dealing in, or carrying out the Client's Instructions.

#### 7. Lien, Close out and Power of Sale

7.1 All Securities, deposits and other investments including any proceeds thereof which are held by the Bank for the Client shall be subject to a general lien with a power of sale for discharge of all the Client's obligations to the Bank under this Agreement.

7.2 The Bank may close-out the Client's position without prior notice to the Client after it has determined at its sole discretion that the Client has not performed any of its obligations to the Bank, or after the Bank has reasonably determined that the Client may not be able or willing in the future to perform its obligations to the Bank under this Agreement. The Bank shall in particular, be entitled but not obliged to take the following action (but shall not be limited to such action for closing out the Client's position):-

Client Initial \_\_\_\_\_

BankMuscat \_\_\_\_\_

<p>7.2.1 to treat all investment dealing transactions then outstanding as having been terminated or cancelled; and/or</p> <p>7.2.2 to sell such of the Client's Securities as the Bank may in its discretion select in order to realize funds to cover any outstanding amount; and/or</p> <p>7.2.3 to close out, replace or reverse any such transaction, enter into such other transaction, or take, or refrain from taking, such other action at such time or times and in such manner as, at its sole discretion, the Bank considers necessary or appropriate to cover, reduce, or eliminate any loss or liability under or in respect of any contracts, positions or commitments.</p> <p><b>8. Representation and Warranties</b></p> <p>8.1 The Client represents and warrants to the Bank on the date of this Agreement and on a continuing basis that:</p> <p>8.1.1 the Client has power and authority to enter into this Agreement, engage the Bank to provide the Services and to issue instructions for the sale and purchase of Securities;</p> <p>8.1.2 the Agreement and that each Instruction and transaction consummated pursuant to such Instruction has been duly authorised, executed and delivered by the Client and constitutes the Client's valid and binding obligation;</p> <p>8.1.3 the execution, delivery and performance of the Agreement and any other contracts by which the Client is bound pursuant to the Agreement does not violate or conflict with any laws or regulations applicable to the Client or, where applicable, its constitutive documents;</p> <p>8.1.4 any information that the Client has provided or may in the future provide (including such information as the Bank may reasonably request in writing is complete, accurate and not misleading in any material respect;</p> <p>8.1.5 the Client has the necessary level of experience and knowledge to understand the risks involved in transactions involving Securities and the Bank is entitled to assume that the Client is able financially to bear any related investment risks consistent with the Client's investment objectives;</p> <p>8.1.6 the Client has undertaken a due diligence exercise in connection with the Securities in respect of which it has issued transaction Instructions including but not limited to reviewing Offer Documents relative to such Securities in order to understand the risks involved in the investment and the restrictions on entry and exit into and from the prospective investment; and</p> <p>8.1.7 the Client is the legal and beneficial owner of the Securities, cash and other investments held in the Account and that no other person has any legal or beneficial interests in the same.</p> <p>8.2 The Bank represents and warrants to the Client that:</p> <p>8.2.1 the Bank has the right authority and licenses to provide the Services.</p> <p>8.2.2 the Agreement has been executed and delivered on behalf of the Bank by a duly authorised signatory of the Bank and constitutes the Bank's valid and binding obligations;</p> <p>8.2.3 the execution, delivery and performance of the Agreement</p>	<p>does not violate or conflict with any laws or regulations applicable to the Bank or, where applicable, its constitutive documents;</p> <p><b>9. Disclaimer of Liability and Indemnities</b></p> <p>9.1 The Bank shall not be liable to the Client for any partial or total non-performance of its obligations or delay in performance by reason of any cause beyond the Bank's reasonable control including, without limitation:</p> <p>9.1.1 any failure or delay by any exchange, market, or clearing house, or broker or dealer, in performing its obligations (including with respect to the delivery or re-delivery of Securities) with respect to any transactions executed and/or cleared for the Client's Account, or</p> <p>9.1.2 the imposition, introduction, amendment or change (including a change in interpretation) of any legislation, regulation, directive or policy by any governmental or supranational body, exchange, regulatory or self regulatory organisation, market clearing house or any failure or delay by any of the foregoing in enforcing such legislation, regulation or policy.</p> <p>9.2 The Bank shall not be responsible or liable for, and gives no warranty or representation in connection with, the performance or profitability of the Account or any part thereof.</p> <p>9.3 The Bank shall not be liable under or in connection with the Agreement for:</p> <p>9.3.1 loss (whether direct or indirect) of business profits, revenue or of data; or</p> <p>9.3.2 any indirect, consequential or incidental damages, liabilities, claims, losses, expenses, awards, proceedings and costs in each case, regardless of whether the possibility of such damages, liabilities, claims, losses, expenses, awards, proceedings and costs was disclosed to, or could reasonably have been foreseen by, the Bank and whether arising in contract, in tort or otherwise.</p> <p>9.4 The Bank makes no warranty, express or implied, to the Client concerning any of the Services it offers and the Client expressly acknowledges and agrees that the Service provided by the Bank is provided on an "as is" basis, at the Client's sole risk.</p> <p>9.5 Without prejudice to any other rights the Bank may have under this Agreement or otherwise, the Client shall indemnify and keep indemnified the Bank against any Loss suffered or incurred by the Bank as a result of any Instruction, transaction in Securities or other action or step taken by the Bank pursuant to this Agreement</p> <p><b>10. Methods and Terms of Dealing</b></p> <p>10.1 The Bank may effect transactions through such agents or intermediaries, including connected parties, as it may from time to time select, but subject to any duty or liability which the Bank has under any regulatory system, it shall not be liable for any act or omission of any such agent, or intermediary, whether negligent, willful or otherwise.</p> <p>10.2 All transactions effected under this Agreement will be subject to the rules and customs of the exchange or market and/or any clearing house through which the transactions are executed and to any applicable law.</p>
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Client Initial \_\_\_\_\_

BankMuscat \_\_\_\_\_

<p>In case of conflict between this Agreement and any such rules, customs and law, the latter shall prevail and be binding on the Client.</p> <p>10.3 The Bank may combine sales or purchases on behalf of the Client with sales or purchases on behalf of other clients or its own sales or purchases and where this results in a number of transactions at different prices, may average the prices obtained so that all the clients involved in the transactions pay or receive the same average price. Such combination may result in the Client obtaining sometimes a more and sometimes a less favourable price than have been achieved had the transactions been executed separately.</p> <p>10.4 The Client undertakes to pay interest to the Bank in respect of any amount outstanding pursuant to this Agreement at such rate as may be prescribed from time to time by the Bank.</p> <p>10.5 If the Client instructs the Bank to effect any sale or purchase of securities denominated in a Foreign Currency, any profit or loss arising as a result of the fluctuation of the exchange rate of the relevant currency will be entirely for the account of the Client. The Bank may amounts denominated in a Foreign Currency into the Base Currency, and vice versa, at such rate of exchange as the Bank may at its sole discretion determine as being the then prevailing market rate of the Foreign Currency vis-à-vis the Base Currency.</p> <p><b>11. Remedies and Waivers</b></p> <p>No delay or omission on the part of the Bank in exercising any right, power or remedy provided by law or under this Agreement shall impair such right, power or remedy or operate as a waiver thereof.</p> <p><b>12. Force Majeure</b></p> <p>In the event of any circumstances beyond reasonable control of the Bank including, but without limitation, any failure, interruption, or delay in the performance of its obligations resulting from breakdown, failure or malfunction of any telecommunications or computer system or service, the Bank shall not be deemed to be in breach of this Agreement or otherwise liable for any delay in performance or for any non-performance of any of its obligations under this agreement, nor shall it be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the Client.</p> <p><b>13. Termination</b></p> <p>13.1 This Agreement may be terminated by either Party by giving the other Party 30 day's prior written notice of its intention to terminate the Agreement. On the expiry of the notice period, the Agreement shall automatically terminate without the terminating Party being required to give further notice.</p> <p>13.2 Upon termination as aforesaid, the provisions of this Agreement shall nevertheless remain in effect with respect to all Securities and other investments then held for the Client and in respect of all transaction previously executed hereunder and all orders given by the Client previously and accepted by the Bank and not otherwise cancelled pursuant to the express terms of this Agreement.</p> <p>13.3 Upon termination or non-renewal of the Agreement, the Securities held in the Securities Account shall be disposed of in accordance with the Client's Instructions. If such</p>	<p>instructions call for the sale of the Securities, the Bank shall use its best efforts to effect such disposition in a manner which will minimise losses. Alternatively, if such instructions involve the transfer of Securities held in the Securities Account to the Client or to a new investment advisor the Bank shall employ all reasonable efforts to abide by and fulfill the Client's instructions in this regard provided however that the Bank shall not be liable for any loss or damage occasioned to the Client as a consequence of any delay in obeying any Instructions given in pursuance of this Clause 13.3.</p> <p><b>14. Miscellaneous Provisions</b></p> <p>14.1 All dates and periods of time referred to shall be ascertained in accordance with the Gregorian Calendar.</p> <p>14.2 This Agreement shall be governed by and construed in accordance with the laws of the Sultanate of Oman and the parties agree to submit themselves to the non exclusive jurisdiction of the Courts of the Sultanate of Oman. Nothing contained in this Agreement shall limit the right of the Bank to take proceedings against the Client in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such jurisdiction.</p> <p>14.3 The Bank may at any time assign all or any part of its rights and benefits under this Agreement on giving not less than one months notice to the Client. The Client shall not assign all or any part of its rights or benefits under this agreement.</p> <p>14.4 Any notice under this agreement shall be given in writing by registered letter, or by facsimile (with original to follow by registered post) to the address or telefax number (as appropriate) of the parties shown in this Agreement (or such other address or telefax numbers which the parties shall notify).</p> <p><b>15. Custody Fees – payable every 6 months on the net assets value as on date.</b></p> <table border="1" data-bbox="812 1239 1477 1375"> <thead> <tr> <th>Asset Size</th> <th>Fee %</th> </tr> </thead> <tbody> <tr> <td>Less than USD100,000</td> <td>0.25% pa</td> </tr> <tr> <td>USD100,000 to USD250,000</td> <td>0.20% pa</td> </tr> <tr> <td>USD250,001 to USD500,000</td> <td>0.15% pa</td> </tr> <tr> <td>USD500,000 and above</td> <td>0.10% pa</td> </tr> </tbody> </table> <p><b>Client</b> _____</p> <p><b>Signature (1st Holder)</b> _____</p> <p><b>Signature (2<sup>nd</sup> Holder)</b> _____</p> <p><b>Position</b> _____</p> <p>In presence of RM _____</p> <p>Signature _____</p> <p>Bank Muscat Signatory' Name _____</p> <p>Signature _____</p> <p>Position _____</p>	Asset Size	Fee %	Less than USD100,000	0.25% pa	USD100,000 to USD250,000	0.20% pa	USD250,001 to USD500,000	0.15% pa	USD500,000 and above	0.10% pa
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Client Initial \_\_\_\_\_

BankMuscat \_\_\_\_\_

## BankMuscat Non- Discretionary Investment Management Agreement (Bank's Copy)

<p>This agreement is made at Muscat, Sultanate of Oman this _____ day of 20 .</p> <p>Between</p> <p>1. <b>BankMuscat SAOG</b>, whose principal office is at P.O. Box 134, Ruwi, P.C. 112, Sultanate of Oman (hereinafter called the "Bank");</p> <p>And</p> <p>2. _____ (hereinafter called the "Client").</p> <p>It is agreed between the Parties as follows:</p> <p><b>1. Definitions and Interpretations</b></p> <p>1.1 <u>Definitions</u></p> <p>"<b>Account</b>" means each account that is opened by the Bank in the Client's name pursuant to this Agreement to which shall comprise the Securities held in the Securities Account and the cash held in the Bank Account.</p> <p>"<b>Investment Services Account Opening Form</b>" means the account opening form executed by the Client pursuant to which the Bank has agreed to open the Account"</p> <p>"<b>Affiliate</b>" means any entity controlled directly or indirectly by the Bank and any entity that controls, directly or indirectly the Bank or any entity that is directly or indirectly under common control with the Bank.</p> <p>"<b>Agreement</b>" means, together, the Account Opening Form, this agreement, any applicable supplementary terms and conditions relative to a specific service offered by the Bank and any applicable documentation supplied by the Bank in order to open the Investment Services Account and/ or expressly stated by the Bank to form part of the Agreement.</p> <p>"<b>Bank Account</b>" means the bank account designated by the Client in the Account Opening Form.</p> <p>"<b>Base Currency</b>" means Rials Omani.</p> <p>"<b>Business Day</b>" means a day on which banks are open for business in Muscat.</p> <p>"<b>Commission</b>" shall mean amounts payable by the Customer to the Bank for Services rendered by the Bank under this Agreement.</p> <p>"<b>Foreign Currency</b>" means a currency other than the Base Currency.</p> <p>"<b>Instructions</b>" mean orders and directives given by the Client to the Bank to enable the Bank to execute transactions relative to the Securities held in the Securities Account and cash held in the Bank Account, which Instructions may be communicated to the Bank by the Client through facsimile, telex, telephone or email (which are received by the Bank from the Client's email id specified in the Investment Services Account Opening Form).</p> <p>"<b>Losses</b>" means expenses, losses, damages, liabilities, demands, charges, actions and claims of any kind or nature whatsoever (including any reasonable legal or other reasonable costs) and expenses relating to investigating or defending any such demands, charges or claims.</p>	<p>"<b>Offer Documents</b>" has the meaning given to this term in Clause 3.2.</p> <p>"<b>Securities</b>" includes:</p> <p>(i) shares, scrips, stocks, bonds, warrants, convertible and non-convertible debentures and units issued by a company incorporated and registered in Oman or abroad whether or not such securities are publicly traded;</p> <p>(ii) all money rights or property that may at any time be offered or accrue (whether by rights, bonus, redemption, preference, option or otherwise) in respect of any of the foregoing or evidencing or representing rights or interest therein; and</p> <p>(iv) any other instruments or investments as the Bank maybe permitted by applicable law, to transact in on behalf of the Client at any relevant time.</p> <p>"<b>Securities Account</b>" means the securities account opened in the name of the Client with the Bank.</p> <p>"<b>Services</b>" include without limitation, non-discretionary Securities trading, non-discretion investment management, the giving of financial investment advice, brokerage services, custody services and such other services as the Bank may be permitted to provide under applicable law.</p> <p><b>1.2 Interpretations</b></p> <p>1.2.1 References to statutory provisions, regulations or notices shall include those provisions, regulations, notices or rules as amended, extended, consolidated, substituted or re-enacted from time to time.</p> <p>1.2.2 Unless the context requires otherwise, words importing the singular shall be deemed to include the plural and vice versa.</p> <p>1.2.3 Clause headings are for guidance only and shall not affect the interpretation of the Agreement.</p> <p><b>2. Appointment</b></p> <p>With effect from the date of this agreement, the Client appoints the Bank to provide the Services on a "non-discretionary" basis.</p> <p><b>3. Instructions</b></p> <p>3.1 It is agreed and understood that the Bank shall not have discretion to place or execute any orders for the Client's Account and orders will only be executed for the Account on the Client's Instructions and the Client shall retain all decision making power and trading authority.</p> <p>3.2 The Client acknowledges and agrees that whilst officers of the Bank may bring potential investment opportunities to the attention of the Client through window displays, circulars or notices or through handouts of copies of prospectuses, fact sheets, private placement memoranda and similar documents ("Offer Documents") relative to potential investments, the Bank does not provide investment advice on the merits of a particular investment or its suitability as an investment vis-à-vis the Client.</p> <p>3.3 It is clarified that the Bank shall accept Instructions from the Client or from the Client's authorised representatives as may be listed in the Investment Services Account Opening Form.</p> <p>3.4 In the event that the Client wishes to send Instructions by: (a) facsimile, such Instructions shall be sent to the Bank's Private Banking Department fax number, which is: +968 2479515);</p>
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Client Initial \_\_\_\_\_

BankMuscat \_\_\_\_\_

b) email, such instructions shall be sent to the email address of the Bank's private banking department, which is [pbmidoffice@bankmuscat.com](mailto:pbmidoffice@bankmuscat.com).

3.6 While the Bank shall make reasonable efforts to intimate the Client of any change in the facsimile number and/ or email id the Client acknowledges and agrees that it shall be the duty of the Client to ascertain whether or not the fax number and/ or email address to which Instructions are to be addressed are in service and/ or remain unchanged and the Bank shall not be responsible for any loss or damage sustained by the Client as a consequence of the Bank being unable to execute Instructions as a consequence of such Instructions remaining undelivered or being delivered to an incorrect or invalid email address/ or fax number.

#### 4. The Bank's Authority

4.1 On receipt of an Instruction the Bank shall endeavour to give effect to such instruction provided that: (a) such Instruction falls within the scope of Services offered by the Bank to the Client, (b) concerns Securities which the Bank is authorised to deal in, and (c) will not result in the Bank breaching any applicable law whether in the Sultanate of Oman or in a foreign jurisdiction.

4.2 For the purpose of enabling the Bank to carry out Instructions the Client appoints the Bank as its agent and such appointment confers on the Bank all powers, authorities and discretions, which are necessary for, or reasonably incidental to, or customary in, enabling the Bank to carry out the Client's Instructions and the Client agrees and undertakes to ratify all such actions or steps that the Bank may take in exercise of such powers, authorities and discretions.

4.3 The Client vests in the Bank all rights and powers (including powers of delegation) that are necessary for the Bank to perform its duties properly and efficiently under this Agreement.

4.4 Without prejudice to the generality of Clause 4.3, the rights and powers of the Bank shall include the right and power:

4.4.1 to effect a transfer Securities into or out of the Securities Account in pursuance of the purchase or sale (as the case may be) of any investments in accordance with the Client's Instructions; and

4.4.2 to enter into and perform all contracts, agreements, and other undertakings that may, in the opinion of the Bank, be necessary, advisable, or incidental to the performance of its obligations under this Agreement.

4.5 The Bank will, unless it receives Instructions from the Client to the contrary:

4.5.1 collect and receive all dividends, income, principal, proceeds from transfer and other payments with respect to Securities held by the Bank on behalf of the Client and credit the proceeds to the Bank Account;

4.5.2 pay or cause to be paid from the Bank Account all taxes and levies in the nature of taxes imposed by any governmental or quasi governmental authority on the Account or on the services provided by the Bank pursuant to this Agreement, or on the Bank on behalf of the Client in respect of any property held by the Bank pursuant to this Agreement;

4.5.3 retain Securities that are issued as bonus or on rights basis; and

4.5.4 refrain from exercising voting rights in respect of Securities held by the Bank on behalf of the Client in the Securities Account

unless the Client otherwise directs. In the event that the Bank receives the Client's written directions with respect to the manner in which voting rights are to be exercised, the Bank shall endeavor to exercise such voting rights and powers in accordance with such directions.

4.6 The Bank shall be authorised (but shall not be obliged) to rely upon and act in accordance with any Instructions. In the case of telephonic Instructions, the Bank shall be authorized to make recordings of the relevant conversation and the Client agrees that the records and transcripts kept by the Bank shall be binding and conclusive evidence of such instructions.

4.7 The Bank shall be authorised to hold Securities on behalf of the Client in its own name directly or through another bank or a third party custodian of the Bank.

4.8 The Bank may (but shall not be obliged) at its sole discretion, where permitted by applicable law, to act on the Client's instructions to purchase Securities without first receiving the funds relative to their purchase. In such circumstances, the Client shall put the Bank in funds in the amount demanded by the Bank on the value date designated by the Bank relative to the transaction.

#### 5. Investment Valuation and Reporting

A list of the Securities held by the Bank for account of the Client will be prepared and forwarded to the Client at periodic intervals, which will be normally at quarterly intervals

#### 6. Fees and Expenses

6.1 The Client shall pay the Bank:-

6.1.1 brokerage and/ or commission for executing each transaction concerning the acquisition and disposal of Securities at the rates agreed with the Bank;

6.1.2 administration and custodial fees and such other fees as set out in Clause 15;

6.1.3 all other costs, liabilities and expenses incurred by the Bank including but not limited to stamp duties, taxes, registration and custodian fees which may be incurred by the Bank in the course of transacting or dealing in, or carrying out the Client's Instructions.

#### 7. Lien, Close out and Power of Sale

7.1 All Securities, deposits and other investments including any proceeds thereof which are held by the Bank for the Client shall be subject to a general lien with a power of sale for discharge of all the Client's obligations to the Bank under this Agreement.

7.2 The Bank may close-out the Client's position without prior notice to the Client after it has determined at its sole discretion that the Client has not performed any of its obligations to the Bank, or after the Bank has reasonably determined that the Client may not be able or willing in the future to perform its obligations to the Bank under this Agreement. The Bank shall in particular, be entitled but not obliged to take the following action (but shall not be limited to such action for closing out the Client's position):-

Client Initial \_\_\_\_\_

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<p>7.2.2 to treat all investment dealing transactions then outstanding as having been terminated or cancelled; and/or</p> <p>7.2.2 to sell such of the Client's Securities as the Bank may in its discretion select in order to realize funds to cover any outstanding amount; and/or</p> <p>7.2.3 to close out, replace or reverse any such transaction, enter into such other transaction, or take, or refrain from taking, such other action at such time or times and in such manner as, at its sole discretion, the Bank considers necessary or appropriate to cover, reduce, or eliminate any loss or liability under or in respect of any contracts, positions or commitments.</p> <p><b>8. Representation and Warranties</b></p> <p>8.1 The Client represents and warrants to the Bank on the date of this Agreement and on a continuing basis that:</p> <p>8.1.1 the Client has power and authority to enter into this Agreement, engage the Bank to provide the Services and to issue instructions for the sale and purchase of Securities;</p> <p>8.1.2 the Agreement and that each Instruction and transaction consummated pursuant to such Instruction has been duly authorised, executed and delivered by the Client and constitutes the Client's valid and binding obligation;</p> <p>8.1.3 the execution, delivery and performance of the Agreement and any other contracts by which the Client is bound pursuant to the Agreement does not violate or conflict with any laws or regulations applicable to the Client or, where applicable, its constitutive documents;</p> <p>8.1.4 any information that the Client has provided or may in the future provide (including such information as the Bank may reasonably request in writing is complete, accurate and not misleading in any material respect;</p> <p>8.1.5 the Client has the necessary level of experience and knowledge to understand the risks involved in transactions involving Securities and the Bank is entitled to assume that the Client is able financially to bear any related investment risks consistent with the Client's investment objectives;</p> <p>8.1.6 the Client has undertaken a due diligence exercise in connection with the Securities in respect of which it has issued transaction Instructions including but not limited to reviewing Offer Documents relative to such Securities in order to understand the risks involved in the investment and the restrictions on entry and exit into and from the prospective investment; and</p> <p>8.1.7 the Client is the legal and beneficial owner of the Securities, cash and other investments held in the Account and that no other person has any legal or beneficial interests in the same.</p> <p>8.2 The Bank represents and warrants to the Client that:</p> <p>8.2.1 the Bank has the right authority and licenses to provide the Services.</p> <p>8.2.2 the Agreement has been executed and delivered on behalf of the Bank by a duly authorised signatory of the Bank and constitutes the Bank's valid and binding obligations;</p> <p>8.2.3 the execution, delivery and performance of the Agreement</p>	<p>does not violate or conflict with any laws or regulations applicable to the Bank or, where applicable, its constitutive documents;</p> <p><b>9. Disclaimer of Liability and Indemnities</b></p> <p>9.1 The Bank shall not be liable to the Client for any partial or total non-performance of its obligations or delay in performance by reason of any cause beyond the Bank's reasonable control including, without limitation:</p> <p>9.1.1 any failure or delay by any exchange, market, or clearing house, or broker or dealer, in performing its obligations (including with respect to the delivery or re-delivery of Securities) with respect to any transactions executed and/or cleared for the Client's Account, or</p> <p>9.1.2 the imposition, introduction, amendment or change (including a change in interpretation) of any legislation, regulation, directive or policy by any governmental or supranational body, exchange, regulatory or self regulatory organization, market clearing house or any failure or delay by any of the foregoing in enforcing such legislation, regulation or policy.</p> <p>9.2 The Bank shall not be responsible or liable for, and gives no warranty or representation in connection with, the performance or profitability of the Account or any part thereof.</p> <p>9.3 The Bank shall not be liable under or in connection with the Agreement for:</p> <p>9.3.1 loss (whether direct or indirect) of business profits, revenue or of data; or</p> <p>9.3.2 any indirect, consequential or incidental damages, liabilities, claims, losses, expenses, awards, proceedings and costs in each case, regardless of whether the possibility of such damages, liabilities, claims, losses, expenses, awards, proceedings and costs was disclosed to, or could reasonably have been foreseen by, the Bank and whether arising in contract, in tort or otherwise.</p> <p>9.4 The Bank makes no warranty, express or implied, to the Client concerning any of the Services it offers and the Client expressly acknowledges and agrees that the Service provided by the Bank is provided on an "as is" basis, at the Client's sole risk.</p> <p>9.5 Without prejudice to any other rights the Bank may have under this Agreement or otherwise, the Client shall indemnify and keep indemnified the Bank against any Loss suffered or incurred by the Bank as a result of any Instruction, transaction in Securities or other action or step taken by the Bank pursuant to this Agreement</p> <p><b>10. Methods and Terms of Dealing</b></p> <p>10.1 The Bank may effect transactions through such agents or intermediaries, including connected parties, as it may from time to time select, but subject to any duty or liability which the Bank has under any regulatory system, it shall not be liable for any act or omission of any such agent, or intermediary, whether negligent, willful or otherwise.</p> <p>10.2 All transactions effected under this Agreement will be subject to the rules and customs of the exchange or market and/or any clearing house through which the transactions are executed and to any applicable law.</p>
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Client Initial \_\_\_\_\_

BankMuscat \_\_\_\_\_

In case of conflict between this Agreement and any such rules, customs and law, the latter shall prevail and be binding on the Client.

10.3 The Bank may combine sales or purchases on behalf of the Client with sales or purchases on behalf of other clients or its own sales or purchases and where this results in a number of transactions at different prices, may average the prices obtained so that all the clients involved in the transactions pay or receive the same average price. Such combination may result in the Client obtaining sometimes a more and sometimes a less favourable price than have been achieved had the transactions been executed separately.

10.4 The Client undertakes to pay interest to the Bank in respect of any amount outstanding pursuant to this Agreement at such rate as may be prescribed from time to time by the Bank.

10.5 If the Client instructs the Bank to effect any sale or purchase of securities denominated in a Foreign Currency, any profit or loss arising as a result of the fluctuation of the exchange rate of the relevant currency will be entirely for the account of the Client. The Bank may amounts denominated in a Foreign Currency into the Base Currency, and vice versa, at such rate of exchange as the Bank may at its sole discretion determine as being the then prevailing market rate of the Foreign Currency vis-à-vis the Base Currency.

**11. Remedies and Waivers**

No delay or omission on the part of the Bank in exercising any right, power or remedy provided by law or under this Agreement shall impair such right, power or remedy or operate as a waiver thereof.

**12. Force Majeure**

In the event of any circumstances beyond reasonable control of the Bank including, but without limitation, any failure, interruption, or delay in the performance of its obligations resulting from breakdown, failure or malfunction of any telecommunications or computer system or service, the Bank shall not be deemed to be in breach of this Agreement or otherwise liable for any delay in performance or for any non-performance of any of its obligations under this agreement, nor shall it be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the Client.

**13. Termination**

13.1 This Agreement may be terminated by either Party by giving the other Party 30 day's prior written notice of its intention to terminate the Agreement. On the expiry of the notice period, the Agreement shall automatically terminate without the terminating Party being required to give further notice.

13.2 Upon termination as aforesaid, the provisions of this Agreement shall nevertheless remain in effect with respect to all Securities and other investments then held for the Client and in respect of all transaction previously executed hereunder and all orders given by the Client previously and accepted by the Bank and not otherwise cancelled pursuant to the express terms of this Agreement.

13.3 Upon termination or non-renewal of the Agreement, the Securities held in the Securities Account shall be disposed of in accordance with the Client's Instructions. If such

instructions call for the sale of the Securities, the Bank shall use its best efforts to effect such disposition in a manner which will minimise losses. Alternatively, if such instructions involve the transfer of Securities held in the Securities Account to the Client or to a new investment advisor the Bank shall employ all reasonable efforts to abide by and fulfill the Client's instructions in this regard provided however that the Bank shall not be liable for any loss or damage occasioned to the Client as a consequence of any delay in obeying any Instructions given in pursuance of this Clause 13.3.

**14. Miscellaneous Provisions**

14.1 All dates and periods of time referred to shall be ascertained in accordance with the Gregorian Calendar.

14.2 This Agreement shall be governed by and construed in accordance with the laws of the Sultanate of Oman and the parties agree to submit themselves to the non exclusive jurisdiction of the Courts of the Sultanate of Oman. Nothing contained in this Agreement shall limit the right of the Bank to take proceedings against the Client in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such jurisdiction.

14.3 The Bank may at any time assign all or any part of its rights and benefits under this Agreement on giving not less than one months notice to the Client. The Client shall not assign all or any part of its rights or benefits under this agreement.

14.4 Any notice under this agreement shall be given in writing by registered letter, or by facsimile (with original to follow by registered post) to the address or telefax number (as appropriate) of the parties shown in this Agreement (or such other address or telefax numbers which the parties shall notify).

**15. Custody Fees** – payable every 6 months on the net assets value as on date.

Asset Size	Fee %
Less than USD100,000	0.25% pa
USD100,000 to USD250,000	0.20% pa
USD250,001 to USD500,000	0.15% pa
USD500,000 and above	0.10% pa

Client \_\_\_\_\_

Signature (1st Holder) \_\_\_\_\_

Signature (2<sup>nd</sup> Holder) \_\_\_\_\_

Position \_\_\_\_\_

In presence of RM \_\_\_\_\_

Signature \_\_\_\_\_

Bank Muscat Signatory' Name \_\_\_\_\_

Signature \_\_\_\_\_

Position \_\_\_\_\_

Client Initial \_\_\_\_\_

BankMuscat \_\_\_\_\_

<p><b>Date:</b></p> <p>Bank Muscat (SAOG) Dear Sir,</p> <p><b>Subject: Disclaimer/ Indemnity Letter</b></p> <p>Name:</p> <p>In accordance of your agreement to accept instruction from me/us from time to time by telephone/fax/e-mail (the "Instruction") for the operation of the brokerage account without requiring written confirmation bearing an actual signature in accordance with the mandate for such account prior to acting on the instructions, I/We confirm that:</p> <p>1. You are hereby irrevocably and unconditionally authorized to act on the instruction which, in your sole discretion you believe emanate from me/us or otherwise appear to comply with the terms of the mandate for the above account and you shall not be liable for so acting in any circumstances whatsoever.</p> <p>2. You shall in particular not be under duty to verify the identity of the person or persons giving the Instructions purportedly in my/our name or the authenticity of the facsimile signature and any transactions made pursuant to the Instructions shall be binding upon me/us whether made with or without my/our authority, knowledge or consent.</p> <p>3. I/We undertake to keep you indemnified at all times against and to save you harmless from all actions, proceedings, claims, loss, damage, costs and expenses which may be brought against you or suffered or incurred by you and which shall have arisen either directly or indirectly out of or in connection with your acceptance of the Instructions and acting thereon</p> <p><b>Your Faithfully</b></p> <p>_____</p> <p><b>Authorized Signatory/Signatories</b></p>	<p style="text-align: right;"><b>التاريخ:</b></p> <p style="text-align: right;">بنك مسقط (ش.م.ع.ع) تحية طيبة وبعد</p> <p style="text-align: right;"><b>الموضوع: سند تنازل والتزام بالتعويض</b></p> <p style="text-align: right;">الاسم:</p> <p>في مقابل موافقتكم على قبول التعليمات الصادرة مني/منا من وقت لآخر بالبريد الإلكتروني " الفاكس " او الهاتف/ الفاكس/البريد الإلكتروني لإدارة حساب الوساطة دون ان تطلبوا مني/منا قبل تنفيذ تلك التعليمات تأكيدا خطيا يحمل توقيعني / توقيعنا الاصيلي وفقا لمتطلبات ادارة هذا الحساب و لتنفيذ تعليماتنا اعلاه فإبني /إننا بموجب هذا أوكد/نؤكد لكم على الآتي:</p> <p>1. بهذا انتم مفوضون تفويضا "كاملا" و غير قابل للنقض و غير مشروط في التصرف حسب تعليماتي /تعليماتنا التي تعتقدون وفقا لتقديركم المطلق انها صادرة مني/ منا او تبدو انها تفي بشروط ادارة هذا الحساب ولن تكونوا مسؤولون قانونيا بسبب هذه التصرفات بأي حال من الاحوال.</p> <p>2. لن تكونوا على وجه الخصوص ملزمين بالتأكد من هوية الشخص او الأشخاص الذين يصدرن تلك التعليمات ظاهريا بإسمي/باسماتنا كما انكم لن تكونوا ملزمين بالتحقق من صحة التوقيع المرسل بالفاكس , واي معاملات تتم بناء على هذه التعليمات ستكون ملزمة لي/لنا سواء ان كانت او لم تكن صادرة مني/ منا , او بتفويض مني/ منا او بعلمي / بعلمنا او بموافقتي / بموافقتنا.</p> <p>3. اتعهد/ نتعهد بأن نجنبك اي مسؤولية قانونية وفي كل الاحوال و الاوقات وان نعوضكم عن اي ضرر ينجم عن اي تصرفات او اجراءات قد تتخذ ضدكم. كما نعوضكم عن اي مطالبات او خسائر او مصروفات قد تتكبدها او قد تترتب عليكم بسبب قبولكم , سواء مباشرة او غير مباشرة , لتنفيذ تعليماتي / تعليماتنا او ما قد تعتقدون انها كذلك بعد التوقيع على هذا السند</p> <p style="text-align: right;"><b>المخلص / المخلصون</b></p> <p style="text-align: right;">_____</p> <p style="text-align: right;"><b>المفوض / المفوضون بالتوقيع</b></p>
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## ANNEXURE 1: Documents Required Along With Enclosed Forms

### Section 1 : Individuals

1. Passport copies for all account-holders.
2. Resident/ Labor Card copy(ies)/ ID Card copy(ies).
3. Latest Bank Statement and Telephone Bill showing the name and the mailing address of the applicant.
4. Bank Reference Letter confirming that the Client has a bank account with BM.

### Section 2 : For Commercial Companies

1. Commercial Registration Certificate.
2. Chamber of Commerce & Industry Registration Certificate.
3. Authorized Signatory Form.
4. Memorandum and Articles of Association / Constitutive Contract (as applicable).
5. Board/ partners resolution (as applicable) approving the entry into the Agreement and confirming the authority of persons authorized to act on its behalf with BM.

### Section 3: For Pension Funds

1. A certified copy of the Royal Decree, which has established the concerned pension fund.
2. A copy of the internal regulations of the pension fund (if issued).
3. A copy of the resolution passed by the governing body of the concerned pension fund approving the entry into the Agreement and confirming the authority of persons authorized to act on its behalf with BankMuscat.

Client Initial \_\_\_\_\_

BankMuscat \_\_\_\_\_