

# Client Profiling Form & Non-Discretionary Investment Management Agreement

Signature of First Applicant	Signature of Joint Applicant	Signature(s) witnessed (for BM use)
Relationship with Main Applicant	Signing authority for joint	accounts £ Jointly £Solely £ Other (please specify)
Passport Number / National ID Card Numl	er:	Valid up to
·		
Full name (as in passport) Mr/Ms		
Joint Applicant		
Passport Number / National ID Card Numl	oer:	Valid up to
Nationality:	Date of Birth:	
Full name (as in passport) Mr/Ms		
First Applicant		
Please complete all details in CAPITAL lette	ers. Documents required: Please refer	to the Annexure 1 Date:
Part A: INDIVIDUALS		
In the event that you are filling out this Fo	rm on behalf of a corporate entity or p	ension fund, please fill Part B and C of this Form
Bank Muscat and me/us. In the event that		
		(the "Agreement") entered into between
with the terms and conditions set out in th and conditions specified in the Bank Musc	'	ng Form (the "Form") and in accordance with the term agement Agreement dated
I/ We request ballk Muscat SAOG ( DIVI al	id bank widscat ) to open an investin	ient services Account in my/ our name in accordance



Part B: CORPORATE ENTITIES	
Please complete all details in CAPITAL letters. Documents required: Please	ease refer to Annexure 1 Date
Applicant Commercial Name (As per the Commercial Registration Cert	ificate) Type of Entity (please tick)
<ul> <li>□ Limited Partnership</li> <li>□ General Partnership</li> <li>□ Limited Liability Company</li> <li>□ Closed Joint Stock Company (SAOC)</li> <li>□ Public Joint Stock Company (SAOG)</li> <li>□ Pension Fund</li> <li>Commercial Registration Number:</li> </ul>	
Commercial negistration Number.	
Name of Authorised Signatory:	
Designation	Designation:
Signature:	Signature:
Seal/Stamp:	Seal/Stamp:
Name of Authorised Signatory:	
Designation	Designation:
Signature:	Signature:
Seal/Stamp:	Seal/Stamp:



Part C: CON	TACT INFORMATION
Mailing Add	ress/Telephone (please complete to ensure correct delivery of your statements and advices)
Address:	
Telephone (F	des):(Off):
Mobile:	E-mail :
Email Comm	unication required Yes No
Bank Accou	nt details for settlement
Account No.:	
Account Nan	ne :
Bank Name 8	& Address:
Expressions	used in this form have the same meanings as those given in the Agreement signed by me/us.
Part D: Clie	nt Acknowledgement
I/We hereby	confirm that:
( )	peen advised of the risks involved in investment related activities and are aware that the value of my/our investments may fluctuate g on market conditions and that past performance is no guarantee of future performance;
(ii) The inform	nation provided in this application may be used by Bank Muscat to keep me/us up to date with its products and services;
` '	cat may buy/sell Securities on my/our behalf in accordance with the terms of the Agreement; cat shall have no liability whatsoever to me/us for any Losses, l/we may suffer as a result of the performance of any investments made
by Bank N	fluscat on my/our behalf.
	cat may require the Client's information such as, but not limited to, the our mailing address and mobile number. cat may also transfer the our information and data to third parties for the purposes of marketing, and research purposes as may be
required.	t that, Bank Muscat may, at its discretion, collect, store, hold, process and transfer our information and data, and Bank Muscat may use
such info	mation during the course of its business and we consent to such action on our information and data.
complian	cat hereby warrants to us that it has in place, complies with, and shall take all appropriate steps reasonably designed to ensure ce in all material respects with applicable regulations relating to data privacy and security and the collection, storage, use, disclosure, analysis, and destruction of our personal information.
	ng the box, the we hereby irrevocably and unconditionally accept the terms of the Agreement and the above acknowledgement in our personal data waiver referred to in paragraph (v) to (viii) above.
I/We declare by them.	that I/we have read and understood the above terms and conditions and the Agreement and I/we agree to be bound
Client Signat	ure
Name	
Designation	
For Bank M	uscat use only
Trust Accoun	t No.
Entered by:	Verified by:



# SECTION BION - 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.

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Name:	Date of Birth:	
Dependants		
Name:	Date of Birth:	
Name:	Date of Birth:	
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 Fund	%	
F. Other Fund	%	
6. Currencies	%	
TOTAL	100	
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	%	



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 shows the best and the worst possible returns of six (6) hypothetical investment plans after one (1) year. Based on the possible outcome shown, which portfolio would you be most comfortable investing in?

Portfolio	Worst Returns	Best Returns	
А	3	15	□ (1 point)
В	0	20	(2 points)
С	-6	27	(3 points)
D	-20	43	(4 points)
E	-27	53	☐ (5 points)
F	-33	61	(6 points)

# Disclaimer:

This table does not represent the past performance of the six (6) 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 1985 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	$\Box$ (1 point)
	B. Between 1 and 2 Years	$\square$ (2 points)
	C. Between 2 and 3 Years	$\square$ (3 points)
	D. Between 3 and 5 Years	$\Box$ (4 points)
	E. More than 5 years	$\Box$ (5 points)
6.	. What percentage of your total capital (excluding property and other non-financial investments) would investment?	you use for this
6.		you use for this
6.	investment?	_
6.	investment?  A. More than 75%	(4 points)



# **Client 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.	
3	15 to 20	Moderate Investor	You want your capital to grow and is willing to take some moderate risk. You expect better returns than cash deposits but understand you may occasionally experience negative returns.	500/ F '1 F 1
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.	1000/5 11 5 1
			le on my risk tolerance. ons from my profiling.	
does not o	ffer any advice	e nor is responsible	sively basis instructions received from the customer as 'exe e for any gains or loss that might accrue from the investment tion on all investments	•
Date:			RM Name:	
Client Sign	ature:			

# **Profiling Updates**

Date:Client/RM Signature:		Date: Client/RM Signature:	
Circumstances and objectives have not oprofiling/update	•	Circumstances and objectives have not change profiling/update	ed since last
Date: Client/RM Signature:		Date:Client/RM Signature:	
Circumstances and objectives have not oprofiling/update	_	Circumstances and objectives have not change profiling/update	ed since last

# **Suitability Check for Financial Protected Products**

(Example – Guaranteed Funds): Do you seek equity participation with some degree of principal 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)

Client Signature:	Date:

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

<sup>\*</sup> For Maturity details see product fact sheet



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

This Non-Discretionary Investment Management agreement (Agreement) is made at Muscat, Sultanate of Oman, on this day of ..................................(Effective Date).

#### Between

Bank Muscat SAOG, a public joint stock company incorporated in the Sultanate of Oman under commercial registration number 1145738, being a financial institution licensed and regulated by the Central Bank of Oman and the Capital Market Authority, whose Head Office is at Building Number 120/4, Block Number 311, Street Number 62, Airport Heights, Muscat, Sultanate of Oman (Bank);

And
[Mr./Ms.]
holder of passport/ID No[]
P.O. Box[] P.C.[], Sultanate of Oman, represented by
[Mr./Mrs./Ms./M/s] [
in its/his/her capacity as [], (Client).

(The Bank and the Client shall be referred to individually as a "Party" and collectively as, the "Parties").

#### The Parties hereto agree as follows:

# 1. Definitions and Interpretations

#### 1.1 Definitions

"Account" 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.

"Investment Services Account Opening Form" means the Account Opening Form executed by the Client pursuant to which the Bank has agreed to open the Account

"Instructions" 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 and as modified from time to time.)

"Affiliate" 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.

"Agreement" means, together, the Account Opening Form, this Non-Discretionary Investment Management Agreement, and any applicable supplementary terms and conditions relative to a specific Service offered by the Bank including any applicable documentation supplied by the Bank in order to open the Account and/or expressly stated by the Bank to form part of the Agreement.

**"Bank Account"** means the bank account designated by the Client in the Account Opening Form.

"Base Currency" means Rials Omani (RO).

**"Business Day"** means a day on which banks are open for business in the Sultanate of Oman.

"Commission" shall mean amounts payable by the Client to the Bank for Services rendered by the Bank under this Agreement.

"Foreign Currency" means a currency other than the Base Currency.

"Instructions" 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).

"Losses" 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.

**"Offer Documents"** has the meaning given to this term in Clause 3.2

#### "Securities" includes:

- shares, scrips, stocks, bonds, warrants, convertible and nonconvertible debentures and units issued by a company incorporated and registered in Oman or abroad whether or not such securities are publicly traded;
- (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
- (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.

**"Securities Account"** means the securities account opened in the name of the Client with the Bank.

**"Services"** 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.

# 1.2 Interpretations

- 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.
- 1.2.2 Unless the context requires otherwise, words importing the singular shall be deemed to include the plural and vice versa.
- 1.2.3 Clause headings are for guidance only and shall not affect the interpretation of the Agreement.

# 2. Appointment

With effect from the Effective Date of this Agreement, the Client appoints the Bank to provide the Services on a "non- discretionary" basis.

**Client Initial** 

**Bank Muscat** 



#### 3. Instructions

- 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. The Client shall retain all decision making power and trading authority.
- 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.
- 3.3 The Parties agree that the Bank shall accept Instructions from the Client or from the Client's authorised representatives in accordance with the authorizations stipulated in the Investment Services Account Opening Form.
- 3.4 Whenever the Client intends to communicate Instructions to the Bank, such Instructions may be provided through any of the following methods:
- i) Written Request Letter: The Client may submit Instructions using the Letter of Instructions Template. Such Instructions must be physically submitted by the Client at any of the Bank's branches or delivered to the Client's designated account relationship manager. The request shall be considered delivered and effective upon receipt of such Instructions. The determination of the time of such receipt will be solely within the discretion of the Bank. Or,
- ii) Email Communication: The Client may submit Instructions in writing via email to the Bank's private banking department at "mailto:pbmidoffice@bankmuscat.com"pbmidoffice@bankmuscat.com and to the Client's designated account relationship manager email ID. However, for any Instructions to be valid, they must be submitted using the Letter of Instructions Template. The request shall be considered delivered and effective upon receipt of the Client of a confirmation email sent by the Bank to the Client's registered email address. Or,
- iii) Contact Center Communication: Additionally, the Client may convey Instructions by contacting the Bank's call center on +968 24779999. It is important to note that such calls may be recorded by the Bank for record-keeping purposes.
  - Instructions provided through the Letter of Instructions, must bear the signature(s) of the Client or the person(s) authorized on behalf of the Client as per the Bank mandate. By utilizing any of the above means of communication, the Client acknowledges and agrees that all Instructions, once delivered to the Bank, shall be binding and enforceable on the Parties as per this Agreement."
- 3.5 While the Bank shall make reasonable efforts to intimate the Client of change in the Bank's contact information and/or email address the Client acknowledges and agrees that it shall be the duty of the Client to ascertain whether or not the number and/or email address to which Instructions are to be addressed to 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 due to non-delivery of the Instructions or where such Instructions are delivered to an incorrect or invalid email address.
- 3.6 In the event that the Bank receives the Client's Instruction through email communication, as stated in clause 3.4 (ii) above, and subsequently sends a confirmation receipt to the Client's registered email address, the Instruction shall be considered valid.

Even if the Client objects to receiving such confirmation receipt, the validity of the Instruction shall not be affected. In such cases, the Bank shall justify the Instruction's validity by providing evidence of such confirmation receipt sent to the Client's registered email address as proof. The Client agrees to acknowledge the validity of such Instruction in such cases, and it shall remain binding on the Parties in accordance with the terms of this Agreement.

#### 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 quasigovernmental 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 provided that the Bank shall notify the Client prior to such recording that the call may be recorded. .

- 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 to 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 fee 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.
- 6.1.4 Without prejudice to clause [] of this Agreement, the Client hereby acknowledges and accepts that the fees and expenses set out in Clause 15 shall be subject to change as per the Bank's commercial requirements. The Bank shall use all reasonable endeavors to notify the Client through [insert channels] at least fifteen (15) days prior to any changes taking effect.

#### 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. The Client shall be notified prior to such sale or transfer of debt or securities, fifteen (15) working days in advance by way of [insert channel]. The Bank would inform the amount outstanding, Provide information as to where to make payment and with the purchaser's or transferee's contact information.
- 7.2 The Bank may close-out the Client's position with prior fifteen days (15) written 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):-
- 7.2.1 to treat all investment dealing transactions then outstanding as having been terminated or cancelled; and/or
- 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
- 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.

#### 8. Representation and Warranties

- 8.1 The Client represents and warrants to the Bank on the date of this Agreement and on a continuing basis that:
- 8.1.1 the Client has the capacity, 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;
- 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;
- 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:
- 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 true, complete, accurate and not misleading in any material respect;
- 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;
- 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
- 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.
- 8.2 The Bank represents and warrants to the Client that:
- 8.2.1 the Bank has the right authority and licenses to provide the Services.
- 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;
- 8.2.3 the execution, delivery and performance of the Agreement does not violate or conflict with any laws or regulations applicable to the Bank or, where applicable, its constitutive documents;

# 9. Disclaimer of Liability and Indemnities

- 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:
- 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

- 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.
- 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.
- 9.3 The Bank shall not be liable under or in connection with the Agreement for:
- 9.3.1 loss (whether direct or indirect) of business profits, revenue or of data: or
- 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.
- 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.
- 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

# 10. Methods and Terms of Dealing

- 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.
- 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.
  - 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. Confidentiality

- 11.1 The Client has a right to have its personal and financial information protected and the Bank agrees to endeavor to take all appropriate control and protection measures to keep the Client's personal and financial information safe, unaltered and confidential.
- 11.2 Subject to the preceding clause, the Bank and its assignees and affiliates reserve the right to disclose the Client's information to third parties:
- a. where it is necessary for completing any transaction requested, instructed or authorized by the Client;
- if required or permitted by law, regulations, government instructions and/or court order, to comply with legal and regulatory requirements;
- to enforce any rights and/or the performance of any obligation arising in respect of the Account, credit registries, debt collection and credit bureaus;
- d. to enforce and/or defend the Bank's rights and interests;
- e. for the internal operational requirements of the Bank; or
- f. where the Client provides the Bank with prior written consent.

#### 12. 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.

# 13. 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.

# 14. Entire Agreement

These Terms and Conditions constitutes the entire agreement in respect of the [insert product] between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the Service hereunder.

# 15. Severability

Each of these Terms and Conditions shall be severable and distitermnct from one another and if at any time any one or more of such Terms and Conditions is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected thereby

#### 16. Customer Grievances

6.1 Recognizing the value and importance of full discussion in preserving harmonious relations, every possible effort shall be made by both the Bank and the Client to address and resolve any grievance or complaint as expediently as possible.



- 16.2 Shall a [Customer] have any query or complaint regarding these [Terms and Conditions], they may contact the Bank by either:
- a) visiting the nearest branch;
- calling the Call Centre at +968 2479 5555 [insert other relevant phone numbers such as Customer Care, or specific business teams being the team responsible for the specific product/service that is subject to these T&Cs];
- c) contacting the following email address: care@bankmuscat.com;
- reporting through the following website: https://www.bankmuscat. com/en/Pages/User-Feedback.aspx; or
- 1.1 e) reporting through the Bank's internet banking or mobile banking applications
- 1.2 The Client shvall use its best endeavors to raise any concerns to the Bank regarding discrepancies in account transactions appearing in the Client's bank statements, within ten (10) business days of receipt of the bank statement.] OR [Shall the [Customer] have a grievance or a complaint, they shall use best endevours to refer the matter to the Bank [within fifteen (30) days] of its arising.] (Business team to amend as required for the specific product/service, with regards to raising complaints about that product/service).

#### 17. Termination

- 17.1 This Agreement may be terminated by either Party by giving the other Party 30 days 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.
- 17.2 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 prior to the termination date, and not otherwise cancelled pursuant to the express terms of this Agreement.
- 17.3 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 17.3.
- 17.4 Client need to provide accurate and factual information, particularly with regards to their financial documents and Offer Documents, forging documents / inaccurate information constitutes a material breach which could lead to immediate termination;
- 17.5 Client must pay the relevant brokerage fees, custodian fees, and any other relevant fees and expenses, non-payment constitutes a material breach that could result in immediate termination;
- 17.6 Non-compliance with the applicable laws relating to prevention of fraud, anti- money laundering and anti-terrorism financing constitutes a material breach that could result in immediate termination;

- 17.7 A breach of the Client representations and warranties mentioned in clause 8 constitutes a material breach that could result in immediate termination
- 17.8 Ammendments The Bank shall use its best endeavors to prenotify the Client of any amendments to this Agreement, including amendments to any charges and fees, by way of SMS to the Client's registered mobile number, e-mail to the Client's registered e-mail address, and letter to the Client's postal address.
- 17.9 General updates that affect all of the Bank's Clients will be sent by the Bank to the Client via email to the Client's registered email address with the Bank.
- 17.10 Such changes will become effective sixty (60) days from the date of notice (unless a different effective date is provided in the notice).

# 18. Miscellaneous Provisions

- 18.1 All dates and periods of time referred to shall be ascertained in accordance with the Gregorian Calendar.
- 18.2 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.
- 18.3 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.

# 19. Custody Fees

Payable every twelve (12) months on the net assets value as on date.

Asset Size	Fee %*	Fees Inclusive of 5% VAT
Less than USD 100,000	0.25% pa	0.263% pa
USD 100,000 to USD 250,000	0.20% pa	0.210% pa
USD 250,001 to USD 500,000	0.15% pa	0.158% pa
USD 500,000 and above	0.10% pa	0.105% pa

<sup>\*</sup>Oman Value Added Tax (VAT )at the rate of 5% will be levied on Custody

# 20. Conflict of Interest

In respect of managing conflict of interest, Bank Muscat Private Banking will follow the guidelines issued under CMA Circular E/13/2020 in respect of managing conflict of interest.

Client Initial Bank Muscat



# Fee Schedule - Private Banking

Asset Class	Fees	VAT Amount (%)	Total inclusive of VAT	
EUROPEAN Equity / ETF Trades	Higher of 1% or EUR 150	+5% VAT	Higher of 1.05% or EUR 157.500	
US Trades -Normal stocks/ ETF Trades  Higher of 10 cents per share ,\$250 or 1% of gross trade values		+5% VAT	Higher of 10.5 cents per share, \$262.50 or 1.05% of gross trade val- ues	
US Trades -Penny Stocks/ ETF Trades	A penny stock is a common stock trades for less than \$5 a share and are traded over the counter (OTC) through quotation service such as the OTC bulletin Board or the Pink Sheets, outside one of the major exchanges (NYSE, NASDAQ, or AMEX)		Higher of 31.5 cent per share, \$525 or 1.05% of gross trade values	
	Higher of 30 cent per share, \$500 or 1% of gross trade values			
US Trades -Preferred Higher of 10 cents per share, \$250 or 1% of gross trade values		+5% VAT	Higher of 10.5 cents per share, \$262.5 or 1.05% of gross trade values	
Mutual Fund	Up to 1.75%	+5% VAT	1.838% of the subscription amount	
<b>Bonds</b> Up to 2.25% on the Nominal Value. +5% V		+5% VAT	Up to 2.363% Including VAT	
GCC Equity Trades	Higher of 1.00% of the trade value or RO 60	+5% VAT	Higher of 1.05% of the trade value or RO 63	
Private Equity	Placement Fee: Minimum of 0.50 % on the commitment	+5% VAT	Placement Fee: Minimum of 0.525 % on the com-mitment	
	Annual Fee: Minimum of 0.25 % on the drawndown	+5% VAT	Annual Fee: Mini-mum of 0.263 % on the drawdown	
Structured Product Minimum 1% of Subscription Value		+5% VAT	Minimum 1.05% of Subscription Value	

- The above rates are subject to review and amendment from time to time at the discretion of the bank
- For specific products not captured in the above categories fee schedule will be provided separately, at the time of subscription.
- For all Equity/ETF trades all charges other than normal brokerage, if any, such as stamp duty, TDS, etc. apply back to back as actual.

# VAT

- In line with Oman Value Added Tax (VAT) law effective from 16 April 2021, VAT at the rate of 5% will be levied on Bank Muscat fees and Bank charges specified above, whenever applicable as per the VAT Oman Law.
- The above total amount as fees and charges are inclusive of VAT as per the Oman VAT Law.
- In case the services provided to the customers residing outside Oman it may be subject to VAT at 0% (incase certain legislative requirements are met).
- The VAT amount and total amount are rounded off to nearest three decimal points for representation and VAT amount represents 5% of amount charged



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	sence of RM	·	
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	Muscat Signatory' Name		
Colle     H     A     H     M     M     F     E     A	and in case of step parent- spouse, adopted child, step-child, act eagues or Personal advisors or business partner or have busined bead of Government, President, Prime Minister, Minister and their deposition of the head of state, prime ministers, minister and Head and Assistant of religious groups out side the Sultanate important political party officials (Head, Secretary General) Any appointment based on Royal Decree Member of the Royal Family Rank of Colonel and above (Army, Navy, Air force, ROP, intelligence, investored members, President, Senior executive upwards (i.e. Vice President Goard members, Directors (CEO), Deputy Directors of government own Ambassador, Counselor, First Secretary, Charges d' affairs or Embassy Amember of parliament, Shura Council, Oman Council, State council; or audges of all Court level	uties or any other equivalent position of the equivalent position of the equivalent position or bodical other equivalent position or bodical other equivalent position or bodical estigation or law enforcement agent agent of Central Banks and company attacher any equivalent body	on es affiliated to Head of Government ncy)
• 6	Board members, Directors (CEO), Deputy Director of an international or	ganization (such as UN, WHO, UNES	50etc
	Declaration	Primary Applicant	Secondary Applicant
а	Are you a current former PEP?	☐ Yes ☐ No	□ Yes □ No
	if Yes, I am a : (Omani PEP) Foreign PEP Internationa	l Organisation PEP NGO	
b	Are you a "Family member" of a current or former PEP	☐ Yes ☐ No	☐ Yes ☐ No
С	Are you a "Close associates of current or former PEP	☐ Yes ☐ No	☐ Yes ☐ No
	If Yes, Please describe relation with the PEP		
* NGC	D: non-governmental organizations/Not for profit organization		
Name	e of PEP:		
Period	d of Service: From	to	
Count	try/International Organization:		
Client	Initial	Bank Muscat	



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

This Non-Discretionary Investment Management agreement (Agreement) is made at Muscat, Sultanate of Oman, on this day of ..................................(Effective Date).

#### Between

Bank Muscat SAOG, a public joint stock company incorporated in the Sultanate of Oman under commercial registration number 1145738, being a financial institution licensed and regulated by the Central Bank of Oman and the Capital Market Authority, whose Head Office is at Building Number 120/4, Block Number 311, Street Number 62, Airport Heights, Muscat, Sultanate of Oman (Bank);

And	
[Mr./Ms.]	
holder of passport/ID No[	]
P.O. Box[] P.C.[], S	ultanate of Oman, represented by
[Mr./Mrs./Ms./M/s] [	
n its/his/her capacity as [	], (Client).

(The Bank and the Client shall be referred to individually as a "Party" and collectively as, the "Parties").

#### The Parties hereto agree as follows:

# 1. Definitions and Interpretations

#### 1.1 Definitions

"Account" 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.

"Investment Services Account Opening Form" means the Account Opening Form executed by the Client pursuant to which the Bank has agreed to open the Account

"Instructions" 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 and as modified from time to time.)

"Affiliate" 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.

"Agreement" means, together, the Account Opening Form, this Non-Discretionary Investment Management Agreement, and any applicable supplementary terms and conditions relative to a specific Service offered by the Bank including any applicable documentation supplied by the Bank in order to open the Account and/or expressly stated by the Bank to form part of the Agreement.

**"Bank Account"** means the bank account designated by the Client in the Account Opening Form.

"Base Currency" means Rials Omani (RO).

**"Business Day"** means a day on which banks are open for business in the Sultanate of Oman.

"Commission" shall mean amounts payable by the Client to the Bank for Services rendered by the Bank under this Agreement.

"Foreign Currency" means a currency other than the Base Currency.

"Losses" 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.

"Letter of Instructions Template" is a preset document provided by the Bank to the Client. This template outlines essential terms and conditions related to investment actions, particularly Purchase and Sale instructions given by the Client to the Bank. It encompasses details such as security names, amounts, quantities, prices, generic risk factors related to financial securities and associated fees for both purchasing and selling transactions.

"Offer Documents" has the meaning given to this term in Clause 3.2.

#### "Securities" includes:

- shares, scrips, stocks, bonds, warrants, convertible and nonconvertible debentures and units issued by a company incorporated and registered in Oman or abroad whether or not such securities are publicly traded;
- (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
- (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.

**"Securities Account"** means the securities account opened in the name of the Client with the Bank.

**"Services"** 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.

"Letter of Instructions Template" is a preset document provided by the Bank to the Client. This template outlines essential terms and conditions related to investment actions, particularly Purchase and Sale instructions given by the Client to the Bank. It encompasses details such as security names, amounts, quantities, prices, generic risk factors related to financial securities and associated fees for both purchasing and selling transactions.

# 1.2 Interpretations

- 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.
- 1.2.2 Unless the context requires otherwise, words importing the singular shall be deemed to include the plural and vice versa.
- 1.2.3 Clause headings are for guidance only and shall not affect the interpretation of the Agreement.



#### 2. Appointment

With effect from the Effective Date of this Agreement, the Client appoints the Bank to provide the Services on a "non- discretionary" basis.

# 3. Instructions

- 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. The Client shall retain all decision making power and trading authority.
- 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.
- 3.3 The Parties agree that the Bank shall accept Instructions from the Client or from the Client's authorised representatives in accordance with the authorizations stipulated in the Investment Services Account Opening Form.
- 3.4 Whenever the Client intends to communicate Instructions to the Bank, such Instructions may be provided through any of the following methods:

Written Request Letter: The Client may submit Instructions using the Letter of Instructions Template. Such Instructions must be physically submitted by the Client at any of the Bank's branches or delivered to the Client's designated account relationship manager. The request shall be considered delivered and effective upon receipt of such Instructions. The determination of the time of such receipt will be solely within the discretion of the Bank. Or,

Email Communication: The Client may submit Instructions in writing via email to the Bank's private banking department at "mailto:pbmidoffice@bankmuscat.com" pbmidoffice@bankmuscat.com and to the Client's designated account relationship manager email ID. However, for any Instructions to be valid, they must be submitted using the Letter of Instructions Template. The request shall be considered delivered and effective upon receipt of the Client of a confirmation email sent by the Bank to the Client's registered email address. Or,

Call Center Communication: Additionally, the Client may convey Instructions by contacting the Bank's call center on +968 24779999. It is important to note that such calls may be recorded by the Bank for record-keeping purposes.

Instructions provided through the Letter of Instructions, must bear the signature(s) of the Client or the person(s) authorized on behalf of the Client as per the Bank mandate. By utilizing any of the above means of communication, the Client acknowledges and agrees that all Instructions, once delivered to the Bank, shall be binding and enforceable on the Parties as per this Agreement."

3.5 In the event that the Bank receives the Client's Instruction through email communication, as stated in clause 3.4 (ii) above, and subsequently sends a confirmation receipt to the Client's registered email address, the Instruction shall be considered valid. Even if the Client objects to receiving such confirmation receipt, the validity of the Instruction shall not be affected. In such cases, the Bank shall justify the Instruction's validity by providing evidence of such confirmation receipt sent to the Client's registered email address as proof. The Client agrees to acknowledge the validity of such Instruction in such cases, and it shall remain binding on the Parties in accordance with the terms of this Agreement."

#### 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 quasigovernmental 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 provided that the Bank shall notify the Client prior to such recording that the call may be recorded.
- 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 to 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 fee 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.
- 6.1.4 Without prejudice to clause [] of this Agreement, the Client hereby acknowledges and accepts that the fees and expenses set out in Clause 15 shall be subject to change as per the Bank's commercial requirements. The Bank shall use all reasonable endeavors to notify the Client through [insert channels] at least fifteen (15) days prior to any changes taking effect.

# 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. The Client shall be notified prior to such sale or transfer of debt or securities, fifteen (15) working days in advance by way of [insert channel]. The Bank would inform the amount outstanding, Provide information as to where to make payment and with the purchaser's or transferee's contact information.
- 7.2 The Bank may close-out the Client's position with prior fifteen days (15) written 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):-
- 7.2.1 to treat all investment dealing transactions then outstanding as having been terminated or cancelled; and/or
- 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
- 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.

#### 8. Representation and Warranties

- 8.1 The Client represents and warrants to the Bank on the date of this Agreement and on a continuing basis that:
- 8.1.1 the Client has the capacity, 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;
- 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;
- 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;
- 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 true, complete, accurate and not misleading in any material respect;
- 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;
- 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
- 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.
- 8.2 The Bank represents and warrants to the Client that:
- 8.2.1 the Bank has the right authority and licenses to provide the Services.
- 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;
- 8.2.3 the execution, delivery and performance of the Agreement does not violate or conflict with any laws or regulations applicable to the Bank or, where applicable, its constitutive documents;

# 9. Disclaimer of Liability and Indemnities

- 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:
- 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



- 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.
- 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.
- 9.3 The Bank shall not be liable under or in connection with the Agreement for:
- 9.3.1 loss (whether direct or indirect) of business profits, revenue or of data; or
- 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.
- 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.
- 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

# 10. Methods and Terms of Dealing

- 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.
- 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.
  - 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. Confidentiality

- 11.1 The Client has a right to have its personal and financial information protected and the Bank agrees to endeavor to take all appropriate control and protection measures to keep the Client's personal and financial information safe, unaltered and confidential.
- 11.2 Subject to the preceding clause, the Bank and its assignees and affiliates reserve the right to disclose the Client's information to third parties:
- a. where it is necessary for completing any transaction requested, instructed or authorized by the Client;
- if required or permitted by law, regulations, government instructions and/or court order, to comply with legal and regulatory requirements;
- to enforce any rights and/or the performance of any obligation arising in respect of the Account, credit registries, debt collection and credit bureaus;
- d. to enforce and/or defend the Bank's rights and interests;
- e. for the internal operational requirements of the Bank; or
- f. where the Client provides the Bank with prior written consent.

#### 12. 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

# 13. 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.

# 14. Entire Agreement

These Terms and Conditions constitutes the entire agreement in respect of the [insert product] between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the Service hereunder.

#### 15. Severability

Each of these Terms and Conditions shall be severable and distitermnct from one another and if at any time any one or more of such Terms and Conditions is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected thereby

#### 16. Customer Grievances

- 16.1 Recognizing the value and importance of full discussion in preserving harmonious relations, every possible effort shall be made by both the Bank and the Client to address and resolve any grievance or complaint as expediently as possible.
- 16.2 Shall a [Customer] have any query or complaint regarding these [Terms and Conditions], they may contact the Bank by either:
- a) visiting the nearest branch;



- calling the Call Centre at +968 2479 5555 [insert other relevant phone numbers such as Customer Care, or specific business teams being the team responsible for the specific product/service that is subject to these T&Cs];
- c) contacting the following email address: care@bankmuscat.com;
- reporting through the following website: https://www.bankmuscat. com/en/Pages/User-Feedback.aspx; or
- 1.1 e) reporting through the Bank's internet banking or mobile banking applications
- 1.2 The Client shvall use its best endeavors to raise any concerns to the Bank regarding discrepancies in account transactions appearing in the Client's bank statements, within ten (10) business days of receipt of the bank statement.] OR [Shall the [Customer] have a grievance or a complaint, they shall use best endevours to refer the matter to the Bank [within fifteen (30) days] of its arising.] (Business team to amend as required for the specific product/service, with regards to raising complaints about that product/service).

#### 17. Termination

- 17.1 This Agreement may be terminated by either Party by giving the other Party 30 days 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.
- 17.2 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 prior to the termination date, and not otherwise cancelled pursuant to the express terms of this Agreement.
- 17.3 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 17.3.
- 17.4 Client need to provide accurate and factual information, particularly with regards to their financial documents and Offer Documents, forging documents / inaccurate information constitutes a material breach which could lead to immediate termination;
- 17.5 Client must pay the relevant brokerage fees, custodian fees, and any other relevant fees and expenses, non-payment constitutes a material breach that could result in immediate termination;
- 17.6 Non-compliance with the applicable laws relating to prevention of fraud, anti- money laundering and anti-terrorism financing constitutes a material breach that could result in immediate termination;
- 17.7 A breach of the Client representations and warranties mentioned in clause 8 constitutes a material breach that could result in immediate termination
- 17.8 **Amendments:** The Bank shall use its best endeavors to prenotify the Client of any amendments to this Agreement, including amendments to any charges and fees, by way of SMS to the Client's registered mobile number, e-mail to the Client's registered e-mail address, or letter to the Client's postal address.

- 17.9 General updates that affect all of the Bank's Clients will be sent by the Bank to the Client via email to the Client's registered email address with the Bank.
- 17.10 Such changes will become effective sixty (60) days from the date of notice (unless a different effective date is provided in the notice).

#### 18. Miscellaneous Provisions

- 18.1 All dates and periods of time referred to shall be ascertained in accordance with the Gregorian Calendar.
- 18.2 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.
- 18.3 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.

# 19. Custody Fees

Payable every twelve (12) months on the net assets value as on date.

Asset Size	Fee %*	Fees Inclusive of 5% VAT
Less than USD 100,000	0.25% pa	0.263% pa
USD 100,000 to USD 250,000	0.20% pa	0.210% pa
USD 250,001 to USD 500,000	0.15% pa	0.158% pa
USD 500,000 and above	0.10% pa	0.105% pa

<sup>\*</sup>Oman Value Added Tax (VAT )at the rate of 5% will be levied on Custody fees

# 20. Conflict of Interest

In respect of managing conflict of interest, Bank Muscat Private Banking will follow the guidelines issued under CMA Circular E/13/2020 in respect of managing conflict of interest.

Client Initial Bank Muscat



Da	ate:
Ва	ank Muscat (SAOG)
De	ear Sir,
Su	bject: Disclaimer/Indemnity Letter
Na	ame:
the	accordance of your agreement to accept instruction from me/us from time to time by telephone/fax/e-mail (the "Instruction") for e operation of the Investment Account without requiring written confirmation bearing an actual signature in accordance with the andate for such account prior to acting on the instructions, I/we confirm that:
1.	You are hereby irrevocably and unconditionally authorised 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.
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.
3.	I/We undertake to keep you indemnified at all times against and to hold you harmless from all actions, proceedings, claims, loss, damage, liabilities, demands (including all legal and other professional fees), 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.
4.	This indemnity is unconditional and irrevocable, and shall continue to subsist throughout the continuation of the Client's dealings with Bank Muscat
Yo	ur Faithfully,
Αι	ithorized Signatory/Signatories



THE FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA) - INDIVIDUALS	
Is the Client holder of any of the following? (Please specify) $\square$ Yes $\square$ No US N	Nationality $\square$ Green Card $\square$
Address / Telephone No. in USA $\square$ Make ongoing payments to USA $\square$ US Tax	ax Resident 🗌
Signature First Applican	nt
THE FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA) - JOINT APPLICA	ANT
Is the Client holder of any of the following? (Please specify) $\square$ Yes $\square$ No US	S Nationality $\square$ Green Card $\square$
Address / Telephone No. in USA $\square$ Make ongoing payments to USA $\square$ US Tax	ax Resident 🗌
Signature Joint Applicar	ınt
COMMON REPORTING STANDARD (CRS) – INDIVIDUAL	
Are you a tax residence in any jurisdiction other than Oman?	∕es □ No
Signature First Applicant	
Signature Joint Applicant	
FATCA Entity Self Certification Form	
For Foreign Account Tax Compliance Act (FATCA) purposes, all Entities (i.e. Co	
categories. Please indicate which category applies to your entity by ticking on classifications please refer to the next 3 pages "FATCA Entity Classification.	nly one "Yes" of the following. For further details about th
US Corporates & US Financial Institutions	
Are you a Specified US person?	☐ Yes ☐ No
2. Are you a US person who is not a specified US Person (1 above)?	☐ Yes ☐ No
Non-US Financial Institutions	
3. Are you a Financial Institution in an Inter-Governmental Agreement (IGA) Country?	?
GIIN	
4. Are you a Participating Non-US Financial Institution?	☐ Yes ☐ No
GIIN	
5. Are you a Deemed Complaint Non-US Financial Institution?	
a. Registered Deemed Compliant?	☐ Yes ☐ No
GIIN	
b. Certified Deemed Compliance?	☐ Yes ☐ No
6. Are you a Non-Participating Non-US Financial Institution?	☐ Yes ☐ No



7. Are you an Exempt Beneficial Owner?

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Exem		E	
FXPIII	m		11166

Ot	her Entities
1.	Please tick box if your entity does not fall under any of the above Please provide in full the details requested in the table below of any U. Controlling Persons, i.e. any individuals who are either a US citizen or a resident in the US for tax purposes, who hold more than 10% stake in the Not Financial Non-US Entity by vote or value:
US	Controlling Person's Name
1.	
2.	
US	Controlling Person's Address
1.	
2.	
%	Ownership held by each individual US Controlling Person
1.	
US	Tax Identification Number (TIN) of the individual US Controlling Person
1.	
_	

Yes

☐ No

I/We hereby certify the information I have provided in this form is true, correct and complete, I/we confirm that under no circumstances shall the Bank, its employees or its contractors be liable for any direct, indirect, incidental, special, punitive or consequential damages that may result in any way from their reliance on the information I/we have provided.

- 1. To purchase and/or sell bills of exchange whether inland, foreign, telegraphic, usance, at sight, to order, etc., and/or otherwise and to accept or refuse bills drawn on the Company.
- 2. To accept, endorse and discount instruments, promissory notes, inland bills, foreign bills, and/or other commercial instruments.
- 3. To open and amend letters of credit and accept or refuse discrepancies in respect thereof, to borrow money against security and/or without security, to hypothecate and mortgage property, whether movable or immovable.
- 4. To open and operate current/deposit accounts in local and/or foreign currency, to issue cheques, to endorse cheques and to collect the amounts thereof.
- 5. To draw cheques on the Company's account(s) even if such drawing or drawings create overdrafts in the said account(s), but without prejudice to the Bank's right to refuse to allow any overdraft.
- 6. To sign letters, and issue receipts and indemnities.
- 7. To issue guarantees and undertakings to request the Bank to issue guarantees and undertakings.
- 8. To take delivery of documents, bonds, instruments, invoices and bills of lading in respect of goods consigned to the Company.
- 9. To enter into contracts with the Bank for forward sale and/or purchase of currencies.
- 10. To issue instructions for transfer of funds.
- 11. To confirm the correctness of account balances.

The powers to sign will hold good until such time as notification of any amendment shall be received by the Bank in writing from the Company.

The attached "Conditions Governing Conduct of Accounts" shall form integral part of this account opening documentation and we hereby irrevocably agree to abide by them.

We undertake that the undersigned have the necessary power and the authority to sign on behalf of the Company this application form (and any other terms and conditions, whether in an account opening form or otherwise) and that all other formalities have been observed for the valid execution of such documentation.



We certify that the information contained herein is true and accurate and undertake to notify you immediately in writing of any future changes including change in legal status of the Company or change in ownership. In agreement whereof we sign hereunder on this date of 20

For and on behalf of (Company)	
Name :	Name :
Name :	
Company Seal/Stamp	
Client Initial	Bank Muscat
	willingly without advice or help from the Bank. I/We understand that providing falso responding in a misleading way, may result in rejection of my/our application or othe
Name :	
Signature:	Capacity of Signature (i.e. Account Holder or Power of Attorney)
Name:	
Signature:	Capacity of Signature (i.e. Account Holder or Power of Attorney)
Date:	
(To be completed by the bank RM)	
Entity's full registered name:	Client CIF Number:



# FATCA ENTITY CLASSIFICATION

# **US Corporates & US Financial Institutions**

1. Specified US person

A US citizen (including dual citizen) or US resident alien for tax purposes, privately owned domestic corporation, domestic partnership, or a domestic trust or estate (Example: A branch of a US Company with a Saggia license) or a US Company with a KSA Government License).

2. US persons who are not specified US persons as in (1 above)

(Example): A US company that is regularly traded on a securities market: or the US Government or any wholly owned agency: or any State or Territory: or a US bank etc.).

#### **Non-US Financial Institutions**

3. Oman Financial Institution/Financial Institution in an Inter-Governmental Agreement (IGA) Country

(Example: NBO, Bank Sohar, Bank Dhofar, Oman Arab Bank etc. / An FI located in which its jurisdiction has signed an Intergovernmental agreement with the IRS).

4. Participating Non-US Financial Institution (also known as Participating Foreign Financial Institution (PFFI)

Non-US Financial Institution that enters into an agreement with the US Internal Revenue Service (IRS) to undertake certain due diligence, withholding and reporting requirement for US account holders.

5. Deemed Compliant Non-US Financial Institution (also known as Deemed Compliant Foreign Financial Institution)

Non-US Financial Institution that is exempt from withholding without entering into an Internal Revenue Service agreement. There are two types:

- a) Registered deemed compliant- a Non-US Financial Institution that registers with the Internal Revenue Service to declare its status. Includes certain local banks, non-reporting members of Participating Non-US Financial Institution (PFFI) groups, qualified collective investment vehicles, restricted funds, and Non-US Financial Institutions that comply with FATCA requirements under an agreement between the US and a Non-US government. (Example: TBC in final rules)
- b) Certified deemed-compliant- an Non-US Financial Institution that is not required to register with the Internal Revenue Service and certifies its status by providing a withholding agent with a valid US tax form W-8. Includes non-registered local banks, retirement plans, non-profit organizations, Non-US Financial Institutions with only low-value accounts, and certain owner-documented Non-US Financial Institutions. (Example: TBC in final rules)
- 6. Non-Participating Non-US Financial Institution (also known as Non-Participating Foreign Financial Institution (NPFFI) a Financial Institution that is neither 3,4, or 5 above.

# **Exempt Entities**

7. Exempt Beneficial Owner

This includes the following:

- a) Governmental Entity (Example: Oman Chamber of Commerce)
- b) International Organization (Example: World Bank, United Nations)
- c) Central Bank of Oman
- d) Treaty-Qualified Retirement Fund
- e) Broad Participation Retirement Fund (Example: GOSI)
- f) Narrow Participation Retirement Fund
- g) Pension Fund of an Exempt Beneficial Owner
- h) Investment Entity wholly owned by Exempt Beneficial Owners
- i) International organization:



- Is an international organization: The term "international organization" means a public international organization entitled to enjoy privileges, exemptions, and immunities as an international organization under the International Organizations Immunities Act;
- Is comprised primarily of foreign governments;
- Is recognized as an intergovernmental or supranational organization under a foreign law similar to the International Organizations Immunities Act;
  - The benefit of the entity's income does not inure to any private person;
  - Is the beneficial owner of the payment and is not engaged in commercial financial activities of a type engaged in by an insurance company, custodial institution, or depository institution with respect to the payments, accounts, or obligations for which this form is submitted.

#### J) Publicly traded NFFE

- The entity identified is a foreign corporation that is not a financial institution; and
- The stock of such corporation is regularly traded on one or more established securities markets
- The entity identified is a foreign corporation that is not a financial institution;
- k) NFFE affiliate of a publicly traded corporation
  - The entity identified is a member of the same expanded affiliated group as an entity the stock of which is regularly traded on an established securities market;
- I) Nonprofit organization
  - The entity is established and maintained in its country of residence exclusively for religious, charitable, scientific, artistic, cultural or educational purposes;
  - The entity is exempt from income tax in its country of residence;
  - The entity has no shareholders or members who have a proprietary or beneficial interest in its income or assets;
  - Neither the applicable laws of the entity's country of residence nor the entity's formation documents permit any income or assets of the entity to be distributed to, or applied for the benefit of, a private person or non-charitable entity other than pursuant to the conduct of the entity's charitable activities or as payment of reasonable compensation for services rendered or payment representing the fair market value of property which the entity has purchased; and
  - The applicable laws of the entity's country of residence or the entity's formation documents require that, upon the entity's liquidation or dissolution, all of its assets be distributed to an entity that is a foreign government, an integral part of a foreign government, a controlled entity of a foreign government, or another organization that is described above or escheats to the government of the entity's country of residence or any political subdivision thereof.

# m) Excepted Nonfinancial Group Entity

- Is a holding company, treasury center, or captive finance company;
- Is a member of a nonfinancial group described as; For the three-year period preceding the year for which the determination is made, no more than 25 percent of the gross income of the entity consists of passive income no more than five percent of the gross income of the expanded affiliated group is derived by members of the expanded affiliated group that are FFIs and no more than 25 percent of the fair market value of assets held by the expanded affiliated group are assets that produce or are held for the production of passive income; and any member of the expanded affiliated group that is an FFI is either a participating FFI or deemed-compliant FFI expanded affiliated group
- Is not a depository or custodial institution (other than for members of the entity's expanded affiliated group); and
- Does not function (or hold itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle with an investment strategy to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes.



# **ANNEXURE 1: Documents Required Along With Enclosed Forms**

# **Individuals (Resident Natural Persons):**

- Passport copy (mandatory for expatriates) + Resident card copy for all account holders
- Utility bill statement/bank statement/Lease agreement showing name and address

# Resident Joint Stock Companies (SAOG & SAOC):

- Articles of Association
- Valid MOCIIP Commercial Registration Certificate which should also show Board of Directors name and Authorized Signatories
- Valid Chamber of Commerce & Industry Membership Certificate
- ID/Passport of the Authorized signatories
- Board of Directors resolution indicating the intent of opening account signed by all Directors or delegated directors as per quorum requirements in the Articles of Association of the company.
- Investment Account opening form signed by all authorized signatories mentioned in the resolution.
- FATCA Entity Self-Certification Form and other FATCA forms as applicable.
- All Finance, Investment, Brokerage, Asset Management related companies should fill W8BENE form (FATCA related form).

# Resident Limited Liability Companies/General Partnerships/Limited Partnerships:

- Constitutive Contract of the company
- Valid MOCIIP Commercial Registration Certificate which should also show Members/ Partners name and Authorized Signatories
- Valid Chamber of Commerce & Industry Membership Certificate
- ID/Passport of the Authorized signatories
- Members/Partners resolution indicating the intent of opening account signed by all members of the company. In case all or some of the members of the company are consisted of juristic persons, then the resolution should be signed by all authorized signatories as per MOCIIP Commercial Registration certificate.
- Investment Account opening form signed by all authorized signatories mentioned in the resolution.
- FATCA Entity Self-Certification Form and other FATCA forms as applicable.
- All Finance, Investment, Brokerage, Asset Management related companies should fill W8BENE form (FATCA related form).

#### **Pension Funds:**

- Letter from Pension fund signed by President/Chairman
- Investment Account opening form
- List of authorized signatories stamped and signed by President/Chairman
- Copy of ID Cards
- Certified copy of Royal Decree establishing the concerned pension fund

# Sole Proprietorship (owned by a natural person):

- Constitutive Contract
- Commercial Registration Certificate
- National ID / Resident Card Copy
- Request Letter



# Sole Proprietorship (Owned by a corporate company):

- Constitutive Contract
- Commercial Registration Certificate of the Sole Proprietorship Company
- Commercial Registration Certificate of the Parent Shareholding Company
- Resolution of the Parent Shareholding Company
- Request Letter issued by the sole Proprietorship Company signed by the authorized signatory