

## Conditions for Governing Conducts of Accounts

These Terms and Conditions Governing Conduct of Corporate Accounts (Conditions) between:

- a) Bank Muscat SAOG, a public joint stock company incorporated in accordance with the laws of 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, the Sultanate of Oman (Bank); and
- b) The Customer and customers (Customer) whose particulars are set out on the appropriate Account Opening Application Form for Business Entities (Form)

### Preamble

1. These conditions shall govern the relationship between the Bank and the Customer on all and any accounts maintained by the Customer with the Bank (together the Accounts) subject only to any special conditions applicable to any of the Accounts.

### Notices

2. The Customer will receive monthly bank statements in respect of each of the Accounts by e-mail. The Customer shall use its best endeavors to raise any concerns to the Bank regarding discrepancies in account transactions appearing in the Customer's bank statements within ten (10) business days of receipt of the bank statement. If the Customer delays raising concerns or objections, and as a consequence, losses are incurred, such loss shall be borne by the Customer.
3. All bank statements, notices, and other communications shall be sent to the Customer's registered e-mail address mentioned in the Account Opening Application Form for Business Entities. Any change to the Customer's contact details shall be communicated to the Bank by completing the necessary forms issued by the Bank from time to time.

### Interest rates and charges

4. No interest will be paid on current account deposits. Incidental/ service charges, minimum balance charges or any out-of-pocket expenses will be deducted at the prevailing rates as per the Bank's tariffs available in the following link: [Tariff Eng Book.pdf](#) (bankmuscat.com)
5. The Bank may from time to time offer various foreign currencies subject to the Bank's needs. Any foreign currency account of the Customer is deemed to be held in that foreign currency. The foreign currency rates are available in the following link: HYPERLINK "<https://www.bankmuscat.com/en/treasury/Pages/default.aspx>" Treasury & GFI - Bank Muscat. All foreign currency account transactions are subject to restrictions, availability of account currency, foreign exchange rates, and additional charges. Deposits, withdrawals and dealings on any foreign currency account may be subject by the Bank to a commission payable to the Bank, as per the Tariff Book, subject to variation from time to time as communicated by the Bank in accordance with Clause 35 of these Terms & Conditions. Governmental measures and/or restrictions whether international or domestic affecting the Bank shall correspondingly apply to the Customer's credit balances in the currency involved, and the Bank shall not be liable to the Customer in relation to the currency involved or for any loss, delay, liability or damage whatsoever arising pursuant thereto. All foreign currency accounts shall attract a monthly interest amount, which could be either a a) positive interest rate added to; or b) negative interest rate deducted from the Customer's account as credit or debit, as published on HYPERLINK "<https://www.bankmuscat.com/en/accounts/Pages/details.aspx#fixed>" Accounts Details - Bank Muscat]. All Bank charges on foreign currency accounts will be made in the OMR equivalent of the foreign currency.
6. Whereas the Bank may grant or continue to grant credit facilities to the Customer by way of overdrafts in current accounts, discounting of bills, drawing bills, opening documentary credits and/or by any other transactions of whatsoever nature as the Bank may in its absolute discretion think fit at an interest rate (s) which the Bank shall have the right to vary at any time. The Bank shall use its best endeavors to pre-notify the Customer of any amendments to these rates. Please refer to clause 35 for more details. If the Customer fails to make the due payment as and when requested by the Bank, then the Bank shall have the discretion to recover the full amount at once without the need to obtain the Customer's consent.

7. In the events that the Account becomes overdrawn to such extent and or such period as the Bank may in its absolute discretion authorize, the Customer agrees that the interest rate at such rate or rates as the Bank decides be added to the principle amount outstanding every month and/or at such other intervals and shall become an integral part of the debt of the Customer to the Bank.
8. Any and all deposits and withdrawals on any Accounts may be made at any branch of the Bank in the Sultanate of Oman subject to production of satisfactory evidence of the Customer's identity and the necessary details of such Accounts and subject to the Bank customary charges. The Bank's tariffs are described in the following link: [Tariff Eng Book.pdf \(bankmuscat.com\)](#).

#### **Debit and set-off rights**

9. The Bank shall have the right to set-off, combine, consolidate over all and any deposit of the Customer including any foreign currency accounts in respect of all and any indebtedness of the Customer at any time to the Bank and all Accounts of the Customer with the Bank therefore shall be treated as a single combined account for the purpose of Article 346 of Royal Decree 55/90.
10. Any funds or other assets of whatsoever nature which are held in the name of the Customer by the Bank shall be exclusively pledged to the Bank to guarantee the payment of any debit balance or any other funds payable to the Bank by the Customer including without limitation, all and any principle sums together with all and any interest and other charges. The Bank shall have the exclusive right to deduct any credit balances available in any of the Customers' Accounts for settlement of any dues in the name of the Customer in favour of the Bank.
11. The Customer hereby confirms and agrees that the Bank shall have the discretionary right to debit any of the Customer's Accounts to recover any fees, interest, commission, taxes, charges, duties and other expenses paid or incurred by the Bank, without the need to provide notice to the Customer or obtain the Customer's consent.

#### **Current-Account provisions**

12. The Bank is authorized to debit charges to any of the accounts all cheque, orders and payments signed in accordance with the most recent authority matrix submitted to the Bank, by the Customer whether or not such Account is in credit and whether or not such Account may become overdrawn in consequence of such debit or charge without prejudice to the right of the Bank at any time to refuse to grant an overdraft or to refuse to increase any overdraft already granted to the Customer and the Customer hereby waives its right to immediate notice pursuant to Article 341 of Royal; Decree 55/90 in the event of such overdraft.
13. All sums/instruments deposited to the credit of an account shall be acknowledged by the signature of an authorized signatory and stamp of the Bank on the Customer's copy of pay-in-slip in the absence of which the Bank shall be absolved of all responsibility for any consequences.
14. Cheque books will be issued upon completion in all respect of formalities for opening of the Account. It is the responsibility of the Customer to keep all cheque books issued to the Customer under secure control at all times and to notify the Bank throughout the banking channels (branch, Account Relationship Manager, internet banking) or by writing an email to corporateservicedesk@bankmuscat.com should any leaf/book be lost or stolen. The Customer shall be liable for all losses incurred from such loss or theft if the loss or theft wholly or in part arose from the negligence of the Customer or as a result of the Customer failing to exercise due care. It is understood and agreed by the customer that cheques will be drawn on the Bank only if sufficient freely available funds are maintained in the account. The Bank is further authorised to debit and charge to any of the Accounts a service charge in respect of returned Cheque at rates deemed appropriate by the Bank.
15. All instruments such as cheques, divided warrants, bill, notes, etc. payable to the Customer shall be accepted by the Bank simply for collection without assuming any responsibility as at form, regularity or authenticity of such instruments and the Bank shall be under no obligation whatsoever to pursue the recovery of such instruments.
16. In the event of the death, bankruptcy or incapacity of the Customer (If the company is a sole proprietorship), the Bank shall not be liable for any losses, damage or liability pursuant to such death, bankruptcy or incapacity which may arise out any dealing in any of the Accounts unless otherwise the Bank receives the notice in writing of such death, bankruptcy or incapacity signed by a suitable representative of the Customer and supported by documentary evidence satisfactory to the Bank or from the relevant Government Authority.

17. The stop payment order will not be accepted by the Bank save in the event of loss or theft of a cheque or bankruptcy of the intended payee or in such other cases as shall be agreed by the Bank in writing in advance, provided always that any such stop payments order is made at the sole risk and responsibility of the Customer and against completion of and valid execution by the Customer of the appropriate document required by the Bank.

#### **Confidentiality Right**

18. The Customer 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 Customer's personal and financial information safe, unaltered and confidential. Subject to the preceding clause, the Bank and its assignees and affiliates reserve the right to disclose the Customer's information to third parties:
- Where it is necessary for completing any transaction requested, instructed or authorized by the Customer;
  - 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;
  - To enforce and/or defend the Bank's rights and interests;
  - For the internal operational requirements of the Bank; or
  - Where the Customer provides the Bank with prior written consent.
19. Disclaimer/Indemnity: The Bank is hereby irrevocably authorized to send information to the Customer by electronic mail (e-mail) or accept instructions from the Customer by e-mail at the sole discretion of the Bank for the operation of the Customer's account in accordance with the mandate for such account. The Customer undertakes and agrees that:
- The Bank is hereby irrecoverably and unconditionally authorized to act on the instructions which, in the Bank's sole discretion, the Bank believes emanate from the Customer or otherwise appear to comply with the terms of the mandate for the Customer's account, and the Bank shall not be liable for so acting in any circumstance whatsoever.
  - The Customer undertakes to hold the Bank harmless and keep the Bank fully indemnified at all times against all actions, proceedings, claims, losses, damages, liabilities, costs and expenses (including without limitation legal costs and lawyers' fees) which were or may be suffered or incurred by the Bank whether directly or indirectly in connection with the Bank's correspondence with the Customer by e-mail, or the Bank's acceptance of the Customer's instructions sent by e-mail.
  - The Bank will not be liable for any loss (consequential or otherwise) incurred by the Customer as a result of the Bank acting or declining to act (wholly or in part) on instructions which the Bank, in its sole discretion, believes to have been given in conformity with the above, whether or not such instructions have been so given. The fact that any instruction may later be shown to be in any way false, incomplete, inaccurate, delayed, erroneous, unauthorized or otherwise not authentic, should not be an impediment to the rights of the Bank hereunder.
20. The Customer hereby confirms that any third-party information (including personal data or tax information) they have provided to the Bank has been notified of and agreed to the processing, disclosure and transfer of their information as set out in these Conditions, as the Customer shall advise each such connected person that they may have rights of access to, and correction of, their personal data or tax information.
21. The Customer and each person connected to the Customer (with the capacity to exercise control in relation to any Account) acknowledge that they are solely responsible for understanding and complying with their tax obligations (including but not limited to, tax payments or filling of returns or other required documentation relating to the payments of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of Account(s) and/or services provided by the Bank. Certain countries may have tax legislations with extraterritorial effect regardless of the Customer or the connected person's place of domicile, residence, citizenship or incorporation. The Bank does not provide tax advice but advises the Customer to seek independent legal and/or tax advice. The Bank has no responsibility in respect of Customer's tax obligations in any jurisdiction which they may arise including, without limitation, any obligation that may relate specifically to the opening and use of the Account(s) and/or services provided by the Bank.

### **Customer's Undertakings**

22. The Customer warrants and undertakes that as at the date of opening all and any of the Accounts, the Customer is solvent and has not ceased to make payment of any debts for the purpose of Part 2 of the Bankruptcy Law (Royal Decree 53/2019, as amended).
23. The Customer further warrants that all information given to Bank (whether in the Account opening form or otherwise) are true and accurate and if the particulars changed at any time the Customer will immediately notify the Bank of such change.
24. The Customer hereby undertakes that it will promptly (and in case within thirty days of request) provide the Bank with all Customer due diligence information and documentation that the Bank may request from time to time to comply with its local or international legal requirements. The Customer hereby accepts and agrees that a failure by it to promptly comply with the Bank's request in this regard constitutes a breach of these Conditions and will entitle the Bank to close the Account(s) in accordance with the Bank's standard policies and procedures.
25. The Customer agrees to examine each statement of the Accounts and to raise any objection throughout the banking channels (branch, Account Relationship Manager, internet banking), or by writing an email to corporateservicedesk@bankmuscat.com.

### **Sanctions and Illegitimate use**

26. The Bank reserves the right to; refuse any deposit, to decline to open an Account and/or close an Account at any time, without the need to provide any reason or justification to the Customer. All fund transfers and deposits are subject to clearing and the Bank reserves the right to route items for collection through its own correspondence.

The Bank reserves the right to stop/block any transactions made to or received from sanctioned individuals, entities and countries in line with international regulations.

27. The Customer agrees that foreign correspondent banks, may reject, return, block the remittance and may report to US OFAC / OFSI / any other relevant regulatory authorities or may issue cease & desist notices if the queries are not responded promptly or if the payment contravenes with the correspondent banking policies. The Customer agrees that funds blocked will be released only after due authorization and the release of funds will depend on OFAC or OFSI or relevant regulatory authorities decision, which might take several months / years. The Customer agrees to indemnify the Bank against any loss, expense, damage, penalty, fine or claim, whether judicial or otherwise, incurred by and/or due to Bank Muscat's compliance with the sanctions, correspondent banking and internal policies in relation to the remittance / operation of the above Account transactions.
28. The Customer / Account holders agrees to promptly respond to queries from the Bank when received, and initiate only legitimate transactions supported by genuine documentation substantiating the transaction. Failure to respond in time to such queries from the Bank may result in rejection of the transaction or delays. The Customer agrees that the foreign correspondent bank or Bank Muscat may not process the payment and keep the payment on hold if the queries raised are not responded to appropriately and in a timely manner.
29. The Customer declares and undertakes that the Accounts will only be used for legitimate business transactions and not for any illegal purposes. The Customers agree not to initiate remittances/transactions from its Accounts, which directly or indirectly involve drug, animal, human trafficking or any illegitimate, illegal activity or any association or connection with any countries, individuals/entities/items, goods or services, prohibited/blacklisted by local authorities or the UN, USA through its OFAC, or OFSI, the EU or any other sanctioning bodies and that the remittances initiated by them are in conformity with all applicable sanctions guidelines. It is the responsibility of the Customer to ensure payments are not being made to any sanctioned entities or jurisdictions.
30. The Bank will process remittances at the Customer's own risk and responsibility, and the Customer hereby unconditionally agrees to indemnify and hold harmless the Bank against any loss, expense, damage, penalty, fine or claim, whether judicial or otherwise, incurred by and/or due to the Bank's compliance with the sanctions and policies in relation to the remittance/operation of the Accounts transactions.
31. The Customer agrees that the Bank reserves the right to block and/or close the Customer's Accounts or take any other necessary action if the Customer or any of the Customer's Connected Parties have apparently indulged in any illegitimate or suspicious transactions or became sanctioned by any of the bodies mentioned above or transacted directly or indirectly with any entities, whether legal or natural, that is sanctioned by any of the above-mentioned bodies. For the purpose of this clause, connected entity means any company in which the Customer, its shareholders, or authorized signatories has a shareholding in, is an authorized signatory of or is a board member. A Connected party also includes first degree blood relatives of such shareholders and authorized signatories.

#### Account closure

- 32 In the event of closure of Account by the Bank due to the Customer's failure to provide information and documents as per section (24) or incorrect conduct as per section (28) the balance available in the account net of Bank charges, if any, will be remitted to the Customer or securely retained under the Customer's name by the Bank.

#### Miscellaneous

33. The Bank shall use its best endeavors to pre-notify the Customer of any amendments to these Conditions by way of SMS to the Customer's registered mobile number, e-mail to the Customer's registered e-mail address, and letter to the Customer's postal address. General updates that affect all of the Bank's customers displayed at branches and such changes will become effective sixty (60) days from the date of notice (unless a different effective date is provided in the notice).
34. All the provisions set out in the Account Opening Application Form shall be complementary to the provision of all other agreements between the Bank and the Customer and shall be read as such. If any provision or part-provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, then the relevant provision or part-provision shall be deemed deleted. Any modification or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of the Conditions.
35. Any failure on the part of the Bank to insist on the fulfilment of the Customer of any of these conditions including without limitation to any; indulgence, concession, settlement or arrangement that the Bank may at its discretion allow or provide to the Customer, shall not mean or be taken as a waiver on the part of the Bank of any of its rights hereunder. These Conditions shall be governed by and in accordance with the laws of the Sultanate of Oman, and any dispute arising out of or in connection with these Conditions shall be resolved by the competent courts of the Sultanate of Oman.
- 36 The Safe deposit will not be used as a mean or participate in facilitating Money Laundering, Terrorism Finance, or financing of Proliferation of Weapons of Mass Destruction.
- 37 Safe deposit lockers are exclusively used for the purpose of keeping securities, monies, precious metals, jewelry and art pieces only. The lessee has to obtain a written approval from the lessor for keeping any other items other than those mentioned in this clause. Generally, the lessee may not keep in safe deposit lockers dangerous or inflammable or explosive items or any stuff of bad odour or perishable items. The lessee of the safe deposit locker who does not comply with these terms and conditions shall be responsible for any loss or damage happen to him or to the bank or to any third party as a result of not complying with these terms and conditions. Hence, the lessee shall expressly agree that the responsibility of the lessor is limited to the ordinary protections of the safe deposit locker, and the lessor shall not, in any circumstances, be responsible for any loss or damage to the valuable contents of the safe deposit locker for any reason whatsoever. The lessees may, at their own will, insure the contents of their safe deposit lockers with any Insurance company. The lessor shall have the right to inspect the safe deposit locker in the presence of the lessee or whoever deputizes for him to make sure of the nature of its contents. The lessee shall be strictly prohibited from keeping in the safe deposit locker any explosives or inflammable substances or stuff of bad odour or perishable items.

#### Data Privacy Waiver:

- The Bank may require the Customer information such as, but not limited to, the Customer mailing address and mobile number. The Bank may also transfer the Customer information and data to third parties for the purposes of marketing, survey's and research purposes as may be required. The Customer hereby agrees and consents that the Bank may, at its discretion, collect, store, hold, process and transfer the Customer information and data, and the Bank may use such information during the course of its business.
- The Bank hereby warrants to the Customer that the Bank has in place, complies with, and shall take all appropriate steps reasonably designed to ensure compliance in all material respects with applicable regulations relating to data privacy and security and the collection, storage, use, disclosure, handling, analysis, and destruction of the Customer personal information.
- By checking the box, the Customer hereby irrevocably and unconditionally accepts the terms of the Data Privacy Waiver Clause. The Customer acknowledges and understands that accepting the Data Privacy Waiver Clause is discretionary and in case of non-acceptance of this Clause, none of the Customer's rights shall be affected.

## ANNEXURE

### FATCA Entity Classification US Corporate & US Financial

#### Institutions

1. Specified US Person a US citizen (including dual citizen) or US resident alien for tax purpose, 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 regulatory traded on securities market: or the US Government or any wholly owned agency: or any state or territory: or a US Bank etc.) and a Non-US Financial Institutions.
3. Oman Financial Institutions/ Financial Institution in an Intra-Government Agreement (IGA) Country (Example: NBO, Bank Sohar, Bank Dhofar, Oman Arab Bank...etc. /an FI located in Oman which its jurisdiction has signed an Intergovernmental agreement with Internal Revenue Service (IRS).
4. Participating Non-US Financial Institutions (also known as Participating Foreign Financial Institutions (PFFI). A non-US Financial Institution that is exempt from withholding without by entering into an Internal Revenue Service (IRS) agreement to undertake certain due diligence, with holding and reporting requirement of US account holders.
5. Deemed Compliant Non-US Financial Institution (also known as Deemed Complaint Foreign Financial Institution) Non-US Financial Institution that is exempt from withholding without entering into Internal Revenue Service (IRS) agreement.
  - a) Registered deemed compliant- A non-US Financial Institution that registers with the Internal Revenue Services (IRS) 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.
  - b) Certified deemed/Compliant- A non-US Financial Institution that is not required to register with the Internal Revenue Service (IRS) and certifies its status by providing a withholding agent with a valid US tax form W8-BEN-E or W9. This includes non-registered local banks, retirement plans, non-profit organisations, non-US Financial Institutions with only low-value accounts, and certain owner-documented non-US Financial Institutions. Non-Participating Non-US Financial Institutions (also known as Non-Participating Foreign Financial Institutions NPFFI – A Financial Institution that is neither 3, 4, nor 5 above.
6. Non-US Financial Institutions. Non-Participating Non-US Financial Institutions (also known as Non-Participating Foreign Financial Institutions (NPFFI) – A Financial Institution that is neither 3, 4, nor 5 above. Exempt Entities
7. Exempt Beneficial Owner This includes the following:
  - a- Government Entity (Example: Oman Chamber of Commerce)
  - b- International Organisations (Example: World Bank, United Nations UN)
  - 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 Exempt Beneficial Owner
  - h) Investment Entity wholly owned by Exempt Beneficial Owners
  - i) International Organisations:

- The term “International Organisation” means a Public International Organisation entitled to enjoy privileges, exemptions, and immunities as an International Organisation under the International Organisation Immunities Act:
    - Is comprised primarily of foreign government
    - Is recognised as an intergovernmental or supranational organisation under foreign law similar to the International Organisations Immunities Act:
  - The benefit of the entity’s income does not incur 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 this form is submitted.
- j) Publicly traded NFFE
- The entity is identified as 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 established securities market;
- j) Non-profit organisation
- 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 or residence;
  - The entity has no shareholders or members who have a proprietary or beneficial interest in its income assets; Neither the applicable law of the entity’s country of residence nor the entity’s country of residence nor the entity’s formation documents permit and 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 of 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, a controlled entity of a foreign government, or another organisation that is described above or escheat to the government of the entity’s country or residence or any
- m) Expected Nonfinancial Group Entity
- Is a holding company, treasury centre, 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% of the gross income of the entity consists of consisting 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 is derived by members of the expanded affiliated group that are FFIs and no more than 25% of the fair market value assets held by the expanded affiliated group or assets that are produced or 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 vehicles with an investment strategy to acquire or fund companies and then hold interests in those companies and then hold interests in those companies as capital assets for investment purposes.

By/for and on behalf of the Customer : .....

Date: .....

For and behalf of Bank Muscat: .....

Date: .....