

Conditions Governing Conduct of Business Entities Account

1. DEFINITIONS

The following words and expressions shall, unless the context otherwise so requires, have the following meanings:

“Account” means Current Account(s) (opened in Omani Rials or foreign currency) or Call Account(s) (opened in Omani Rials) maintained by the Customer with us, and includes Term Deposits.

“Account Opening Form” means the form prescribed by the Bank, as modified or amended from time to time by the Bank at its sole discretion, which is to be completed by the Customer for opening an account.

“Bankruptcy” means the legal status of insolvency in accordance with the Bankruptcy Law of Oman Royal Decree 53/2019, as amended from time to time.

“Business” means Shari’a compliant business, transactions and products approved by the Bank, for the purpose of generating income.

“Business Day” means a day when the relevant branch of the Bank is open to conduct Banking business and any day not specified as non-business day for Banks by Central Bank of Oman.

“Business Income” means total income of a pool from Business(es) for a given period.

“Call Account” means the account opened by the Customer on Mudarabah Al-Mut’laqah basis (in Omani Rials) where the Customer’s funds are invested in the Mudarabah Pool to generate returns.

“CBO” means the Central Bank of Oman, established under the Banking law 1974 (which was amended via Royal Decree No. 114/2000).

“Conditions Governing Conduct of Accounts” or “The Terms” or “These Terms” means these and any supplementary terms and conditions, as modified or amended from time to time by the Bank at its sole discretion.

“Current Account” means the account opened by Customer on interest-free loan basis (in Omani Rials or foreign currency) where capital is guaranteed and Bank invests with its own discretion.

“Direct Expenses” means all direct costs and expenses attributable to a pool in relation to a Business for the purpose of deriving Business Income.

“Internet Banking ID” means the unique identifier which is issued to you by us, and which would enable you to access the Internet Banking Service.

“Internet Banking Service” means the service to be provided by the Bank, which would enable you to obtain information from and give instructions to us by logging-on to our Website.

“Investment Account Holders” means the Account Holders whose funds are invested to generate profit as part of the Mudarabah Pool.

“Investment Risk Reserve (IRR)” means a reserve maintained by the Bank, consisting of such amounts as may be appropriated by the Bank, from the Account Holders’ Mudarabah Profit after allocation of Mudarib share from time to time in order to cushion the effects of the risk of future investment losses for Investment Account Holders.

“Know Your Customer (KYC)” means the documents and information provided by the Customer in relation to its identify and profile, and the checks and processes conducted by the Bank on its customers to establish and verify the customer's identity and profile and to ensure compliance with rules and regulations, including but not limited to anti-money laundering legislation and fraud control.

“Laws of Oman” means the laws of the Sultanate of Oman in the form of Royal Decrees, Ministerial Regulations, Ministerial Decisions, as the same may have been, or may from time to time be, enacted, amended or re-enacted.

“Loss” means excess of Direct Expenses over Business Income.

“Mudarabah Al-Mut’laqah” refers to an investment contract, whereby the Rab-ul-Maal provides capital to the Bank (the “Mudarib” in this definition) for the purpose of investment, by the Bank and at the sole discretion of the Bank and through the Mudarabah Pool in any or all of the investment and business activities of the Bank in order to share the

generated profit on the basis of a pre-agreed ratio/percentage while the loss, if any, is solely borne by the Rab-ul-Maal unless there is a willful misconduct, gross negligence or breach of the terms of Mudarabah by the Mudarib.

“**Mudarabah Pool**” means a pool of funds comprising the total deposits in all Accounts obtained for the purposes of carrying out investment and business activities on the basis of Mudarabah Al-Mut’laqah, save where the deposits in the Accounts are specifically obtained for any other special pool or transaction by the Bank, and in which the Bank may commingle its shareholders’ equity or any portion thereof or any other funds invested on their behalf.

“**Password**” means an alphabetical and/or numeric code initially assigned to you by us and includes any other code as may be subsequently adopted by you for accessing our Internet Banking Service.

“**Pool Members**” means customers who have funds deposited in the Mudaraba Pool(s).

“**Profit**” means the excess of Business Income over Direct Expenses.

“**Profit Equalization Reserve (PER)**” means a reserve maintained by the Bank, consisting of such amounts as may be appropriated by the Bank, from the Gross Mudarabah Profit before allocating the Mudarib share from time to time in order to maintain a certain level of return on investment for Investment Account Holders, the ratio or percentage applied for Price Earning Ratio (PER), and Internal Rate of Return (IRR) shall be declared on the Actual Mudarabah Profit Rates and Profit Sharing Weightages sheets published on a monthly basis by the Bank.

“**Service Charges Schedule**” or “**Tariff Book**” means a booklet of information made available by the Bank to its customers from time to time, informing customers of the various charges / conditions applicable on the services provided by the Bank and available on our Website.

“**Sharia’ Supervisory Board**” means the body that formed by scholars or jurists or experts of Islamic jurisprudence, banking and finance, appointed by the Bank to obtain guidance on matters relating to functioning of the Bank on Islamic banking principles.

“**Term Deposit Application Form**” means the form prescribed by the Bank, as modified or amended from time to time by the Bank at its sole discretion, which is to

be completed by the Customer in respect of deposit of Term Deposit(s).

“**Term Deposit(s)**” means investment of the customer’s deposit by the Bank in respect of and against term/fixed deposits by the Customers in accordance with the Shari’a principles.

“**Term Deposit(s) Holder**” means the juristic person or entity whose name appears in the register of Term Deposit (s) Holders as the registered owner.

“**Term Deposit Terms and Conditions**” means the applicable terms contained in the Term Deposit Opening Form and the related Terms and Conditions (as modified or amended from time to time at the Bank’s sole discretion) between Bank and Customer.

“**We**”, “**us**”, “**our**” and “**Bank**” refer to Meethaq Islamic Banking - Bank Muscat SAOG, a financial institution licensed by the Central Bank of Oman, and subject to the rules and regulations of the Central Bank of Oman and the Capital Market Authority of Oman, bearing commercial registration number 1145738, having registered address at P.O. Building No. 12014, Block number 311, Street No. 62, Airport Heights, Muscat, Sultanate of Oman.

“**Website**” or “**our Website**” refers to the Bank’s website at <https://www.meethaq.om/> or such other website as the Bank may maintain from time to time at its sole discretion.

“**You**”, “**your**”, “**Rab-ul-Maal**”, “**Account Holder**” and “**Customer**” means any juristic person, firm, company or any other association or organization maintaining, an Account with the Bank, and includes (where appropriate) any person authorized by you to give instructions on your behalf in relation to your Account.

2. OPENING AN ACCOUNT

2.1 Any entity desiring to open an Account with us shall submit a duly filled out Account Opening Form (as prescribed by us) along with all requisite documents and information.

Upon receipt of the same, we may, at our sole discretion, open an account in the name of the Customer.

2.2 Each Customer shall be allotted a distinctive Account Number by us, which will have to be quoted by the Customer in all correspondence with us in relation to the Account.

2.3 Accounts shall be opened with the minimum deposit as determined by us from time to time. The Customer shall at all times maintain such balance in the Account which is not below the prescribed minimum balance.

2.4 The Customer must complete an Account Opening Form, Specimen Signature Card and any other documents required by the Bank for the opening of a particular Account with the Bank.

2.5 Subject to completion of the necessary documentation as required by the Bank, the Bank shall open and allow the Customer to operate sole, corporate and/or other Account(s) held in the name of the legal entity.

2.6 The Bank's documents shall be considered to be conclusively binding on the Customer. Any errors on any statement or Bank documents shall be advised to the Bank by the Customer within fifteen (15) days of receipt thereof.

2.7 The Bank reserves the right to refuse any deposit or to decline to open an Account. A deposit made to an Account is subject to clearing and the Bank reserves the right to route items for collection through its own correspondents.

2.8 The Customer shall advise in the Account Opening Form the currency/currencies (from the currencies approved by the Bank) in which the Account is to be maintained and any deposits in currencies other than the designed currency/currencies of the Account shall be converted into the currency of the designated Account unless otherwise instructed.

2.9 The Bank reserves the right to combine, set-off, consolidate or transfer any sums from the Customer's Account(s), without prior notice, in respect of any amount due to the Bank or towards any actual or contingent obligation on the Customer.

2.10 The Bank will not be liable for any loss/damage or delay resulting from events outside of the Bank's control.

2.11 The Bank must be informed in writing, as soon as reasonable practicable on the dissolution, insolvency or Bankruptcy of the Customer and the Bank shall not be held liable for any loss which may arise from any dealings on the Account prior to written notice having been received by the Bank. Upon receiving the required notice, the Bank shall suspend operation of the Account until such time as it is satisfied that a duly appointed successor or court appointed officer has been legally empowered to deal with the Account.

2.12 If the Account does not witness any transactions for twelve (12) consecutive months, the Account shall be automatically classified as a "Dormant Account". The Account holder shall be able to operate the account only after providing the Bank with a written request for the same and updating KYC information. While the Account is classified as a Dormant Account, the Customer agrees to the following:

(1) No operations related to such account shall be allowed through any banking channel.

(2) Any Account that remains dormant for more than twelve (12) months having a zero balance may be deactivated at the sole discretion of the Bank.

2.13 the Customer agrees to indemnify the Bank and will not hold the Bank responsible in respect of any legal costs, actual costs and expenses incurred or arising from the operation of any Account and such costs and expenses shall be deducted from the Customer's Account, to the extent that such legal costs, actual loss and expenses were not the result of the Bank's negligence or breach of these Terms.

2.14 All the Accounts of the Customer shall be considered as one Account as far as the Bank is concerned. The Bank reserves the right to recover its dues through deduction from any such Account.

2.15 All the provisions set out in the Account Opening Form shall be complementary to the provisions of all other agreements between the Bank and the Customer and shall be read as such.

2.16 The Customer shall operate the Account(s) in good faith and warrants that all particulars given to the Bank are true and accurate and immediately advise the Bank of any facts or circumstances which may render any earlier information provided by it inaccurate or incorrect to the Bank.

2.17 The Customer hereby undertakes that it will promptly (and in any case within thirty (30) 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 failure by it to promptly comply with the Bank's request in this regard constitutes a breach of these Terms and will entitle the Bank to deactivate the Account(s) in accordance with its Account closing procedures from time to time.

2.18 The Customer undertakes to promptly, and in any case within a maximum period of seven (7) Business Days from the date of the change, notify the Bank in writing of any changes made to its information, including but not limited to, contact details (such as address, phone number, or email), commercial registration certificate, or KYC information and documents. The Customer shall indemnify the Bank and hold it harmless against any claim, demand, action, loss, or damage incurred by the Bank (including any lawyers' fees and legal costs) as a result of the Customer's failure to notify the Bank of such changes.

2.19 The Customer hereby authorizes the Bank to disclose Account information to other banks or institutions as may be reasonably necessary for the purpose of fraud prevention, credit rating, compliance with legal directives, Foreign Account Tax Compliance Act (FATCA), Common Reporting Standards (CRS).

2.20 The Terms for all Accounts shall be governed by and construed in accordance with the Laws of Oman.

2.21 The Customer agrees to receive Account related information and statements through email as per the contact details provided in the Account Opening Form.

2.22 It will be an obligation of the Customer to avoid negligence and take sufficient necessary precautions (such as not giving out account details to unrelated third parties, signed blank cheques, etc.) in all acts and matters relating to the operation and maintenance of the account with the Bank. The Bank reserves the right to deactivate an account and/or withdraw Cheque book facility if the conduct of Account is deemed unsatisfactory. In such event, the balance available in the account net of bank charges, if any, will be remitted to the Customer by way of a bankers Cheque/demand draft mailed to their latest address available with the Bank.

2.23 The Bank shall have the right without any consent from or notice to the Customer to debit any of the Accounts with all fees, profit, commissions, taxes, charges, duties and other expenses paid or incurred by the Bank and the Customer.

2.24 The Customer confirms that every connected person whose information (including personal data or tax information) they have provided to the Bank has been notified of and agrees to the processing, disclosure and transfer of their information as set out in these Terms. 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.

2.25 Failure of the Customer to supply their tax information or the tax information of a controlling or connected person and accompanying statements, waivers and consents, may result in the Bank making its own decision with respect to the Customer's status, including whether to report such Customer to a tax authority and may require the Customer or any persons to withhold amounts as may be legally required by any tax authority and paying such amounts to any tax authority.

2.26 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 payment of all relevant taxes such as value added tax (or any equivalent tax) in all jurisdictions in which those obligations arise and relating to the opening and use of accounts(s) and/or services provided by the Bank. Certain countries may have tax legislation with extraterritorial effect regardless of the Customer or any 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 a Customer's tax obligations in any jurisdiction which may arise including, without limitation, any that may relate specifically to the opening and use of the Account(s) and/or services provided by the Bank. The Customer and the Bank hereby agree for the purposes of Article 170 of the Omani Civil Transactions Law (promulgated by the Royal Decree No 29/2013) that the Bank may deactivate Customer Accounts held with the Bank and revoke the Terms & Conditions without the need of a court order if the Customer defaults in its performance of any of its obligations hereunder, including any failure to promptly provide the Bank with customer due diligence or KYC information or documentation in accordance with the Bank's reasonable requests. Further, the Customer hereby expressly agrees that it waives the requirement for notice from the Bank to deactivate in accordance with this provision. It is the Customer's sole responsibility to update the Bank with any change in its status that may impact its Foreign Account Tax

Compliance Act (FATCA) and Common Reporting Standards (CRS) obligation. With reference to the above, the Customer fully indemnifies the Bank against any failure for non-compliance with paragraph above. 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 and for any other reason that the applicable laws and regulations may permit from time to time.

2.27 The Bank reserves the right to deactivate Accounts of Customers who they or any of their connected parties appear on any sanction listing as and when it's known by the Bank. Connected parties for this purpose includes companies, shareholders, authorized signatories and first degree relatives.

2.28 The Customer acknowledges that the Accounts opened by the Bank will be according to their purpose and according to the approvals issued by the official authorities and any Accounts opened in the future will not be used for money laundering operations. If proven, the Bank may take the necessary actions as stipulated in the Anti-Money Laundering Law and the Bank will not be held responsible for any repercussions to the Customer due to these actions. The Customer undertakes to provide the Bank with the required documents to prove the source of income to prove to the Bank that the funds contained in the account are commensurate with the purpose for which the account was opened. The Bank may, at its sole discretion reject any transfer/remittance (outward/inward) request if:

- (1) There are insufficient balances in the Account
- (2) Does not meet Bank's internal compliance requirements/policies
- (3) Any rules/procedures/regulations related to international sanction laws or regulations.
- (4) Any issues/obligations/polices/delays related to correspondent banking requirements.
- (5) Authorised signatory mis-match.
- (6) Contains incorrect, incomplete, ambiguous or proscribed information. Bank shall incur no liability whatsoever for any damages or loss to the Customer or to any third party in this connection including but not limited to reversal of a remittance with a different exchange rate.

(7) Non-availability of valid and acceptable underlying documents supporting the transaction.

2.29 The Bank reserves its right to put a block or deactivate Accounts or put foreign currency remittance restrictions (inward & outward), if the transactions in the Accounts are not commensurate with the Customers profile, or does not meet international sanction or local guidelines or the Customer is not able to provide sufficient underlying documentation or if the Customer is not responding to Bank queries. Bank shall incur no liability whatsoever for any loss to the Customer or any third party in this connection.

2.30 The Customer / Account Holder agrees not to initiate remittances or transactions from their accounts, which directly or indirectly involve drug, illegal exotic / endangered animal or human trafficking or any illegitimate / illegal activities or any association or connection with any countries, individuals / entities / items, goods or services, prohibited / blacklisted by local authorities or the United Nations, United States of America through its Office of Foreign Assets Control (OFAC), or Office of Financial Sanction Implementation (OFSI), the European Union or any other sanctioning bodies under their latest regulations 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 mentioned sanctioned activities, entities or jurisdictions. Customer confirms the remittance to be legitimate and agree to process the transaction at Customer's own risk and responsibility, and do hereby unconditionally hold harmless and indemnify the Bank against any actual 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 Account's transactions.

2.31 Customers / Account Holders agree 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 the Bank may not process the payment and keep the payment on hold or block the payment, if the queries raised are not responded to in a timely manner or underlying documents

are not in order or does not meet the Bank's / correspondent bank's compliance requirements.

2.32 The Customer agrees that foreign correspondent bank, 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 payments / 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 actual loss, expense, damage, penalty, fine or claim, whether judicial or otherwise, incurred by and/or due to the Bank compliance with the sanctions, correspondent banking and internal policies in relation to the remittance / operation of the Account's transactions.

2.33 The Customer agrees that the Bank reserves the right to block, deactivate his/ her accounts or take any other necessary action if the Customer or any of his/ her 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. Connected party for the purpose of this clause are companies in which the Customer has shareholding in, authorized signatory of, or a board member in. This also includes first degree blood relatives.

2.34 The Customer authorizes the Bank to share its banking details with any regulatory authorities or correspondent bank or intermediary bank or beneficiary bank based on these banks requests if this is necessary to initiate the transaction / remittance or based on these banks review of previously conducted transactions by the Customer to comply with the requirements of anti-money laundering or counter terrorism financing / sanctions related or based on the legal requirements of the jurisdiction in which these banks are in.

3. RELATIONSHIP WITH CUSTOMERS

3.1 The relationship between the Bank and Customers holding Call Accounts and Term Deposits shall be based on the principles of Mudarabah Al-Mut'laqah, where the Bank shall be Mudarib and Customers shall be Rab-ul-Maal.

3.2 The relationship between the Bank and Customers holding Current Account shall be based on the principle of Qard Hassan payable to customer upon its demand.

3.3 Funds deposited by you in Term Deposit shall be collected in Mudarabah Pool(s) of funds. We may, at our sole discretion, also contribute our own funds in the pool(s).

3.4 Shares of Profit/Losses for each calendar month or period shall be determined under Article 4 below and distributed amongst Pool Members by crediting or debiting as applicable, their respective Accounts by the fifth (5th) Business Day of the subsequent calendar month or period. We reserve the sole right to change the dates of determination and distribution of Profits/Losses.

3.5 If, in any month, balance in your Account fall below the minimum balance limit prescribed by us, then such Account shall not be eligible for any kind of return/ profit on investments with us.

3.6 Upon maturity a Term Deposit shall be automatically rolled-over/renewed (in case renew account selected as "yes" at the time of booking of the Term Deposit) on the same terms and conditions as previously agreed, unless otherwise instructed by you at least two (2) Business Days before the date of maturity. In the event a Term Deposit matures on a day which is not a Business Day, then we shall mature the deposit along with the Profit / Loss thereon, if any, on the next Business Day.

3.7 Upon completion of term (or as per the profit payout frequency) of the Term Deposit, profit accrued till the last declared rate will be credited to the Account Holder's or Customers nominated account. The profit for the days between the last profit distribution date and the maturity date i.e. broken period profit will be paid based on the last declared or available rate for the applicable tenor provided the same shall remain subject to adjustment once the actual profit of these days is determined on the subsequent profit distribution date. The Bank shall be entitled to make necessary adjustment, if it so decides to carry out the adjustments, by crediting the excess profit to the account of the Customer, if any, or debiting the account if the actual profit is less than the amount already paid to the Customer on account of profit, and the Customer undertakes to provide necessary funds in its account on demand by the Bank for such adjustments.

3.8 All "Term Deposits" shall be subject to these Terms, as well as specific terms and conditions that may be

prescribed by us from time to time. To the extent such specific terms and conditions are inconsistent with these Terms, these Terms shall apply to the same extent and effect as if the Term Deposit holder is an Account Holder in the Bank and the funds invested by such Account Holder in Term Deposit shall be considered as amounts available in the Accounts of the Term Deposit holders.

4. DISTRIBUTION OF PROFIT & LOSS

4.1 At the end of each period as specified from time to time, the Bank and the Pool Members shall share Profit or Loss accruing from Business(es) in the following manner:

(a) The Profit generated by the Pool shall be distributed between the Bank and the Pool Members on the basis of a predetermined profit sharing ratio of 80% for Bank and 20% for Investment Account Holders or as amended by the Bank before commencement of each investment period through notification to the Pool Members on our Website or on notice boards in our Head Office and branches. Loss, if any, shall be distributed amongst Pool Members under the principles of Mudarabah Al-Mut'laqah on the basis of Pool Members' ratio of investment.

(b) Balance of Profit after deducting Bank's share determined under clause 4.1(a) above, shall be distributed amongst the Pool Members on the basis of predetermined weightages which are assigned by the Bank and announced through its Website and/or branches at the beginning of each investment period. Bank can create Profit Equalization Reserve (consisting of such amounts as may be appropriated by the Bank, from the Gross Mudarabah Profit before allocating the Mudarib share) from time to time in order to maintain a certain level of return on investment for Investment Account Holders and investment risk reserve (consisting of such amounts as may be appropriated by the Bank, from the Account Holders' Mudarabah Profit after allocation of Mudarib share) from time to time in order to cushion the effects of the risk of future investment losses in the best interest of the deposit holders.

(c) Upon early redemption of any funds, the Customer releases the Bank (Mudarib) from any liability on any outstanding rights, and the Bank likewise releases the Customer from the same, in accordance with the principle of absolute 'Mubara'a' between the two Parties.

(d) From the date of settling or closing of Accounts, the

Customer will not have rights in any reserve funds in the Mudaraba pool.

4.2 If any discrepancy or error is found in the computation and distribution Profit and/or Loss shall be subject to adjustment.

4.3 Clauses pertaining to calculation and distribution of Profit/Losses in this Article shall be subject to regulations/directives issued by CBO from time to time to the extent that they conform to the principles and rules of Islamic Sharia.

5. FOREIGN CURRENCY ACCOUNTS

5.1 Term deposits, and Current Accounts may also be established in U.S. Dollars and such other currencies as we may allow from time to time. Foreign currency Accounts shall be subject to the laws of Oman, including without limitation, Foreign Exchange Regulations and directives of the Government of Oman, CBO and other concerned authorities and agencies, issued from time to time.

5.2 Provisions contained in Article 4 above relating to distribution of Profit and Loss, shall also apply to foreign currency term deposits.

5.3 The relationship between us and our Customers holding foreign currency Current Accounts shall be based on the Islamic principle of Qardh, and no profit or loss shall accrue on balances in the said Accounts.

5.4 The Customer understands and agrees that foreign currency transactions may involve foreign exchange risks for which the Bank shall not be responsible for any losses.

5.5 Foreign currency Accounts may be opened with the minimum deposit as determined by us from time to time. You will have to maintain at all times such balance in your Account, which is not below the prescribed minimum balance. If the balance in your foreign currency Account falls below the minimum balance limit as mentioned in the Tariff Book, the Bank shall charge a minimum balance charge (ledger fee) in an amount as per the Tariff Book. Provisions of clauses 2.12 and 13.4 (d) shall also apply to foreign currency accounts held by the Customer with the Bank.

5.6 Competent courts in Oman shall have exclusive jurisdiction in respect of any claims brought against us in Oman in relation to foreign currency Accounts not conflicting with principles and provisions of Islamic Sharia.

5.7 Upon inclusion / exclusion of any European currency to / from Euro, the foreign currency Account and all its related documents, shall continue to be in full force and effect in accordance with the laws and regulations implemented by the European Monetary Union.

5.8 Any cash withdrawal(s) in a currency other than Omani Rials shall be subject to availability of sufficient currency notes with us at the time of withdrawal.

6. DEACTIVATION OF ACCOUNT

6.1 We may at our sole and absolute discretion deactivate any Account, found to be operating in a manner which is against our policies including without limitation to, KYC, Anti-Money Laundering (AML), fraud prevention, and any applicable laws and regulations, or for any other reasons as mentioned earlier in these Terms, with prior notice to you.

6.2 Upon deactivation of an Account, you must return to us any unused Cheque relating to your Account. Alternatively, you must confirm in writing to our satisfaction that the unused Cheque have been destroyed.

7. CHEQUE BOOKS

7.1 The Customer shall be provided with a Cheque book on the opening of a Current Account only. In the event of loss, destruction or theft, the Customer is to notify the Bank immediately.

7.2 The Cheque book may be collected by you or your authorized representative from our concerned branch within sixty (60) days of the request in respect thereof having been made, after which the Cheque shall be destroyed.

7.3 Cheque must be so drawn as to prevent forgery, overwriting and alterations after issue. We shall not be responsible for any loss or damage that may be suffered by you if full precautions are not taken by you to prevent forgery or alteration.

7.4 You must keep the Cheque book(s) safe and secure at all times.

7.5 We reserve the right to refuse to supply Cheque book(s) or withdraw the Cheque book facility if, in our opinion, an Account is not being satisfactorily operated or on any other reason whatsoever.

7.6 If you desire to stop payment on a Cheque, you should

without any delay furnish complete particulars in respect of that Cheque to us, including cheque number, date of issue, reasons to stop the Cheque, this has to be supported by a written request to be sent within twenty four hours of oral instructions. You must also complete such further documentation as may be required by us in respect of stopping payment on a cheque. We will use our best endeavors to carry out your instructions; however we will not be liable for failure to do so for any reason whatsoever, provided such reason is not a result of our gross negligence or willful misconduct.

8. DEPOSITS AND WITHDRAWALS

8.1 We may accept cheques, drafts and other instruments payable to you for collection entirely at your own risk. Uncleared items though credited shall not be drawn against, and if the same are allowed to be drawn against, we shall have the right to debit the account if the proceeds of the instruments are not realized.

8.2 You will indemnify the Bank in full as collecting Bank from any expense, damage or loss, which we may incur in guaranteeing any endorsement or discharge on a cheque, bill, note, draft, dividend warrant or other instruments presented by you for collection.

8.3 In the event any cheques or other negotiable documents deposited by you for collection are dishonored, then you or your authorized representative may collect the said instruments from the concerned branch.

8.4 For your convenience, we may issue pay-in-slips for deposit of cash and negotiable instruments.

8.5 The Customer hereby authorizes the Bank to alter any incorrect entry in the pay-in-slip and act on the basis of such altered statements.

8.6 Except where agreed to the contrary between you and us, every payment received for your Account which is in a currency other than that of the Account, may be converted by us at our sole discretion into the currency of such Account at our then prevailing rate of exchange before the same is credited to your Account.

8.7 Cheques and other payment instructions shall have to be signed by you exactly as per specimen signature cards supplied to the Bank, and alterations therein shall have to be authenticated by your signature.

8.8 You will not make a withdrawal / transfer of funds via

a cheque or otherwise which would cause the Account to go into overdraft. We reserve the right to return unpaid any cheque or not comply with any instruction that may cause the Account to go into overdraft if no prior written arrangements are made by you with the Bank.

8.9 A Term Deposit may not be withdrawn before the expiry of its investment term unless the concerned branch of the Bank permits the Account Holder to do so. Such a premature withdrawal or break of deposit, shall adversely affect the weightage allocated to the deposit, downgrading it to a profit slab lower than that of the term or period for which the deposit has remained with the Bank; and the profit shall be recalculated on the basis of the new lower weightage. Any profit already paid to the Account Holder shall be adjusted, on the basis of the revised profit rates, against the principal and the remaining profit, if any.

9. INDEMNITY AND LIABILITY

9.1 We shall use our best endeavors to provide smooth and efficient services to our Customers.

Not with standing the same, you hereby agree and confirm to indemnify us and hold us and our officers, directors, employees and representatives, agents and contractors and affiliates, completely harmless and indemnified, from and against any and all costs, losses, claims, damages, liabilities, payments and obligations and expenses (including but not limited to reasonable legal costs) incurred, suffered, sustained, paid or imposed upon us, arising out of, inter alia:

(a) Bank acting upon your written or verbal instructions to stop payment, hold mail and / or to act on any other instructions, including standing instructions issued by you to the Bank from time to time.

(b) Any claim by you or any third party concerning the amount, transfer, delivery or non-delivery of any product requested through any of our services or any other matter relating to the services.

(c) Any action taken by us in reliance upon your instructions which are:

(i) Revealed to be unauthentic, unauthorized or erroneous; and/or

(ii) Discovered to be fraudulent.

(d) Any taxes or other levies paid or due to be paid by us on payments made or to be made by you, through or pursuant

to our services.

(e) Your any act, omission, error, neglect, or default or those of your employees, agents, correspondent or participating Bank or of their employees and agents.

(f) Subject to these Terms, any amendment to or variation in your instructions.

(g) For any instruction not complied with, due to reasons beyond our reasonable control.

(h) Any indirect, incidental or consequential loss or loss of profit that you may suffer by reason of disruption or failure in any of our communication or electronic transmission facility.

(i) Any loss arising out of unauthorized or fraudulent access to your Account caused as a result of your negligence or failure to take reasonable care.

(j) Loss or theft of cheque book.

(k) Accidental or willful disclosure by you of your Internet Banking ID or Password.

(l) Diminution due to taxes or depreciation in the value of funds credited to your Account, whether due to devaluation or fluctuation in the exchange rate or otherwise.

(m) Your breach of the Terms.

9.2 Our liability for non-execution or delay in implementation of instructions will not in any case exceed the amount of value-date adjustment, if the failure or delay is solely attributable to us subject to it being justified.

11. Internet Banking Services

The Internet Banking Online Service is made available to the Customer by the Bank on the following Internet Banking Online Service Terms and Conditions. These Internet Banking Online Service Terms and Conditions, together with the Conditions Governing Conduct of Accounts apply to the use of this Internet Banking Online Service. The Customer is required to read these Internet Banking Online Service Terms and Conditions carefully and accept the Internet Banking Online Service Terms and Conditions before deciding on whether it would like to avail this Service. Upon the commencement of usage of the Service by the Customer, the Customer will be deemed to have accepted these Internet Banking Online Service

Terms and Conditions.

A. The Service

(a) The Bank may offer the Internet Banking Online Services to selected Customers at its sole discretion. Interest in the same may be registered on-line through the Bank's web site. Such registration or acknowledgment by the Bank does not constitute an acceptance by the Bank of the Customer's application for the Internet Banking Online Service.

(b) The Bank shall provide such Internet Banking Online Service as it decides upon at its own discretion including but not restricted to:

- (i) Enquiry about balance on Accounts;
- (ii) Requesting statements of account, issue of cheque books;
- (iii) Details of transactions in any linked Accounts;
- (iv) Payment of utility bills;
- (v) Transfer of funds within linked Accounts.

Any changes to the Internet Banking Online Service provided will be advised to the Customer by the Bank.

(c) The Bank will only accept the Customer's instructions if the correct authentication methods have been followed by the Customer and the security procedures of the Internet Banking Online Service have been complied with.

(d) Where corporate Accounts are being used, each user would be given a separate Internet Banking ID and password. The Bank may set up limits for each user, either jointly or individually in respect of financial transactions. The Customer expressly agrees with this arrangement.

(e) A minimum balance is to be maintained in all Accounts as stipulated by the Bank from time to time. In case the minimum balance is not being maintained, the Customer is subject to an account maintenance fee at the Bank's prevailing rate. The Bank reserves the right to withdraw the Internet Banking Online Service with prior notice to the Customer if the Account does not maintain the minimum required amount.

(f) The Bank reserves the right to levy service charges for any services provided which will be published on the Bank's web site as will any changes or alterations in charges.

(g) The Bank shall be irrevocably authorized by the Customer to accept and act upon instructions given by the Customer where the Internet Banking IDs appear to have been validly used and correct authentication methods have been followed including to debit or credit the Customer's Account with all such transaction instructions or carry out any service requested without further authority from the Customer. The Customer hereby agrees to indemnify the Bank and hold the Bank harmless against compliance by it with any instructions from the Customer which appear to the Bank to have been given by the Customer.

(h) The display or printed output produced by a user at the time of the use of the Internet Banking Online Service is a record of the operation of internet access and shall not be construed as the Bank's record of transactions.

The Bank's own record of transactions maintained through computer systems or otherwise shall be accepted as conclusive and binding unless any discrepancy is pointed out to the Bank within seven (7) days of receipt of such statement by a Customer.

(i) If the Customer instructs the Bank through the Internet Banking Online Service, such instruction may only be cancelled if the Bank receives notification of such cancellation before the instruction is acted upon.

(j) Records maintained by the Bank of any instruction given by the Customer under Internet Banking Online Service shall be conclusive evidence of the Customer's instruction and at the time it was given except in the case of manifest error.

(k) The user is responsible for the accuracy of all information supplied to the Bank through the use of Internet Banking Online Service and any other means such as electronic mail or written communication and the Bank shall not be liable for any consequences by reason of erroneous information provided by the user. Where the user discovers an error or mistake, it is to inform the Bank immediately.

(l) The Bank shall have the right of set-off and lien in respect of any of the Customer's linked Accounts, with regard to any outstanding dues arising out of the Internet Banking Online Service.

B. Security

(a) Internet Banking IDs and password/s are to be kept confidential at all times.

(b) The Customer must exit the Internet Banking Online Service when leaving its computer unattended.

(c) If the Customer becomes aware that its Internet Banking ID and/or password appear to be known to a third party, the Customer must inform the Bank immediately. Until such notice is received, the Bank is not liable for loss from any unauthorized transactions or otherwise by use of the Customer's Account through the proper Internet Banking ID and/or password.

(d) Upon such notification, the Customer shall not be liable for any loss except where this is due to the Customer's negligence, fraud or breach of any part of this section of these Internet Banking Online Service Terms and Conditions.

(e) Electronic mail is not a secure means of communication and the Bank shall not act on any instructions sent by e-mail.

(f) The Customer should be aware that the internet is not a completely reliable means of communication and should the Customer choose to communicate through such means, it does it at its own risk.

C. Liability

(a) The Bank shall not be liable to the Customer for any negligence, breach of contract, misrepresentation or otherwise for any loss howsoever caused (including *inter alia*, any actual loss be it direct, indirect, incidental, consequential and irrespective of whether any claim is based on the loss of revenue, investment, production, goodwill, profit, interruption of business) to the Customer by reason of but not limited to, any of the following:

(i) The Customer's use of the Internet Banking Online Service or any materials or software provided or downloaded from the Website;

(ii) Failure on the part of the Customer to use or access the Internet Banking Online Service at any time and any error in the provision of any part of it;

(iii) Any claim brought by a third party against the Bank or its Customers by reason of improper use of the Internet Banking Online Service by the user.

(iv) Any delay or failure of any transmission or receipt of any instructions or notification sent through the Internet Banking Online Service.

(v) The Customer's use of e mail or other non-secure electronic instructions to provide instructions to the Bank;

(vi) Any inaccurate information or opinions displayed through the Internet Banking Online Service or the Customer's reliance thereon;

(b) The Bank will not be able to act on a Customer's instructions via the Internet Banking Online Service if the Bank suspects or reasonably considers:

(i) The Customer's instructions may not be true, accurate or authentic;

(ii) The Bank may be in breach or contravention of any laws, regulations or other such duty by acting on such instructions;

(iii) The Bank cannot comply with the Internet Banking Online Service Terms and Conditions by reasons of conditions beyond the Bank's control (including any systems or equipment failure, industrial disputes or force majeure).

(c) These Internet Banking Online Service Terms and Conditions shall be governed by and construed in accordance with the Laws of the Sultanate of Oman. The mere fact that the Internet Banking Online Service can be accessed through the internet by a Customer in any other country other than the Sultanate of Oman does not imply that the laws of the said country govern these Internet Banking Online Service Terms and Conditions and /or operations relating to any of the Accounts of the Customer under the Internet Banking Online Service.

D. Information

The user agrees that the Bank may use any or all of its information on the computer in connection with other services as well as statistical analysis and credit scoring. The user also permits the Bank to disclose to other institutions, in strict confidence, such information as may be reasonably necessary for reasons inclusive of but not limited to fraud prevention purposes, credit rating by recognized credit scoring agencies, compliance with legal directives or for participation in any telecommunication or electronic clearing network.

E. Proprietary rights

No proprietary rights or ownership rights vest in the Customer by reason of use of the any of the software provided for use of the Internet Banking Online Service.

F. Termination

(a) The Customer may request termination of the Internet Banking Online Service by giving written notice of fifteen (15) days to the Bank and shall be responsible for all transactions until the time of cancellation of the Internet Online Banking Service.

(b) The Bank may withdraw the Internet Banking Online Service at any time provided that Customer is given written notice at least seven (7) Business Days prior to such withdrawal of service.

(c) The Bank may suspend or deactivate the Internet Banking Online Service without prior notice to the Customer if the Customer has breached any Internet Banking Online Service Terms and Conditions or in the event of the Customer's insolvency or lack of legal capacity.

12. SMS / Mobile Banking

(a) The SMS / Mobile Banking Facility will be available to all Accounts of the Customer, present or in the future or where it is made available linked to an Account in two or more names with the Bank, it is acknowledged that regardless of the fact that it is a joint or single account, the service will be provided to one Customer acting alone.

(b) The Customer acknowledges that where the original communication was unsuccessful due to whatsoever reason, the Bank is not liable to retransmit any date till the next due date as per contracted frequency.

(c) In the event of loss or theft of the Customer's equipment, or change or disconnection of the Customer's mobile telephone number, the Customer undertakes to notify the Bank immediately and indemnifies the Bank for any loss or damage on account of the Customer's delay or failure to give such notification.

(d) The Customer undertakes to indemnify and hold the Bank indemnified from and against any actual loss or damage occasioned by any of the following:

i. Any mechanical or technical defect or failure or interruption in the provision of SMS/ Mobile Banking Services caused by any reason other than the gross negligence of the Bank.

ii. Withdrawal or suspension of the SMS / Mobile Banking Facility without notice to the Customer.

iii. Any negligence or mistake on the part of the Customer

iv. Any breach or non-compliance by the Customer of any of these Terms and Conditions.

v. Any fraud or dishonest conduct by the Customer or any of its agents or employees.

(e) The Customer further undertakes to indemnify and hold the Bank indemnified against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which the Bank may at any time incur, suffer or sustain or be put to as a consequence of the refusal or the failure of the Bank in good faith to take any action on the Customer's instructions.

(f) All fixed outputs of statements are duplicate statements of account, and to the extent that the Bank has taken all reasonable steps to ensure their accuracy, the Bank will not be liable for any loss or damage occasioned by any error or inaccuracy in such statement.

(g) Charges for the SMS/ Mobile Banking Facility will be at the discretion of the Bank and may be varied from time to time with sixty (60) days prior written notice to the Customer.

(h) The Customer hereby agrees to give seven (7) days' notice in writing to the Bank for termination of the SMS/Mobile Banking Facility made available to the Customer by the Bank.

(i) The Bank may deactivate the SMS/ Mobile Banking Facility granted to the Customer without prior notice in the event of but not limited to, by reason of death, insolvency, Bankruptcy, breach or non-compliance with the Terms and Conditions or any agreement, including its terms and conditions with the Bank or any other cause arising out of operation of law or any reason where the Bank considers it reasonable to do so.

13. MISCELLANEOUS

13.1 Statements of Account

(a) We will send you statement of accounts on a periodic basis for your Accounts. Apart from this we may provide you statement of account as per your instructions and on payment of relevant charges under our Tariff Book. You must inform us of any mistake, discrepancy or error in the statement of account within (Ten) 10 days of the date of the receipt of the same. If you fail to notify us within the said time then such statement of account shall be deemed to be correct and the balance stated therein shall be deemed to have been verified by you and shall be taken as conclusive evidence for all purposes.

(b) In case of any error in the entries, we shall be within our rights to rectify the error without any advance notice to you and recover any amount wrongly paid or credited together with any accrued profit.

(c) We may also provide you duplicate copies of statements of account upon the payment of relevant charges.

(d) We may also periodically send you a statement of balance in terms of which we will seek your confirmation of the balance in your Account as of a specific date as mentioned in the statement.

You must inform us of any discrepancy in the balance stated in such statement within the time specified therein, failing which the statement of balance shall be deemed to be correct and final for all purposes.

13.2 Right to consolidate and Set-off

Notwithstanding any provisions to the contrary contained in these Terms, we shall have the right at any time and at our sole discretion to consolidate, combine and/or merge all or any Accounts in your name, without prior notice and such right to consolidate, combine and/or merge shall include the right to adjust or set-off any debt which you may have towards us, irrespective of the currency or currencies involved. If pursuant to such consolidation, combination or merger, a shortfall or deficiency arises in our favor, then you will be bound to pay the same upon our first demand.

13.3 Bank's Lien

If we accept or incur any liability on your request, then we shall have a lien on all funds, monies, securities and other properties of whatsoever nature in our possession belonging to you for due discharge of your liability. In the event of your default, we shall have the right to take such steps without any notice to you, as we may deem fit, including steps to dispose of or realize your properties, and use the proceeds of such disposal or realization in settlement of all your outstanding towards us.

13.4 Charges and Expenses

(a) The Bank reserves the right to charge for services (such as cheque book requests, duplicate statements, stop payment requests, etc.) provided to the Customer. Such charges shall be levied according to the Tariff Book.

(b) If the balance in a Customer's Current Account falls below the minimum balance requirement as mentioned in the Tariff Book, then the Bank shall charge a minimum balance charge (ledger fee) as per the amounts specified in the Tariff Book.

(c) The Bank reserves the right to collect a charge at an amount as per the Tariff Book in case a Dormant Account falls below the prescribed minimum balance requirement (dormancy fee).

(d) Charges for transactions on foreign currency Accounts will be recovered in the foreign currency only.

(e) The Bank shall directly deduct all applicable charges from the Customer's account.

(f) Charities are exempted from all charges.

(g) We may, without any further express authorization from you debit your account maintained with us for the amount of any or all actual losses, claims, damages, expenses or other amounts which we may suffer, sustain or incur as a consequence of acting upon any of your instructions.

13.5 Change of Particulars

You must immediately notify us of any change, amendment or modification in your status and/or particulars relating to Account(s). Until such change of particulars has been notified in writing to and acknowledged by us, we shall be entitled to rely on your existing instructions and/ or particulars.

13.6 Amendments

(a) The Bank shall use its best endeavours to pre-notify the Customer of any amendments to these Terms and Conditions by way of SMS to the Customer's registered mobile number and e-mail to the Customer's registered e-mail address and/or letter to the Customer's postal address.

(b) General updates that affect all of the Bank's customers will also be posted by the Bank on its website (<https://www.meethaq.om>) and displayed at branches.

(c) Such changes will become effective sixty (60) days from the date of notice (unless a different effective date is provided in the notice).

13.7 Notices

(a) Notices under these Terms may be given to the Bank

and the Customer in writing by delivering them by hand or post or via email to the last known address given by the Customer or in the case of the Bank, to the registered address as mentioned on the Bank's Website.

(b) In addition, the Bank may publish notices of a general nature which are applicable to all type of Customers on its website or on branch notice board. Such notices shall have the same effect as a notice served individually to each Customer.

(c) If the Customer has any query regarding these Terms, they may contact the Bank by calling the call center at +968 2465 6666 or through email on meethaqcorporate@bankmuscat.com.

13.8 Account Closure

If the Customer wishes to close its Account with the Bank, the Customer shall provide a duly filled account closure application form to the Bank. If the account was closed within the first year, the account closure charge shall be paid by the Customer as per the Tariff Book.

14. Customer Grievances

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

14.2 Shall a Customer have any query or complaint regarding these Terms and Conditions, they may contact the Bank by either:

- visiting the nearest branch;
- calling the Call Centre at +968 2465 6666;
- contacting the following email address: meethaqcorporate@bankmuscat.com;
- reporting through the following website: <https://www.meethaq.om/en/Pages/User-Feedback.aspx>; or
- reporting through the Bank's internet banking or mobile banking applications.

14.3 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.

15. Governing Law and Jurisdiction

These Terms shall be solely governed by the substantive and procedural laws of Oman. However, in case there is a contradiction between the laws of Oman or principles of Sharia Law, principles of Sharia Law shall prevail. All competent courts at Oman shall have exclusive jurisdiction in respect of any dispute relating to any matter contained herein.

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.).

Non-US Financial Institutions

3. Oman Financial Institutions/ Financial Institution (FI) 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 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 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.

There are two types:

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. Includes non-registered local Banks, retirement plans, non-profit organization, Non-US Financial Institutions with only low-value accounts, and certain owner-documented Non-US Financial Institutions.

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:

- Government Entity (Example: Oman Chamber of Commerce)
- International Organizations (Example: World Bank, United Nations)
- Central Bank of Oman (CBO)
- Treaty-Qualified Retirement Fund
- Broad Participation Retirement Fund (Example: GOSI)
- Narrow Participation Retirement Fund
- Pension Fund of Exempt Beneficial Owner
- Investment Entity wholly owned by Exempt Beneficial Owners
- International Organizations:
The Term “International Organization” means a Public International Organization entitled to enjoy privileges, exemptions, and immunities as an International Organization under the International

Organization Immunities Act:

- Is comprised primarily of foreign government
- Is recognized as an inter-governmental or supra-national organization under foreign law similar to the International Organizations 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 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 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 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 organization 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 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% 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% 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.