

# **Key Facts Statement (KFS)**

This KFS provides you with the key features and indicative information about fees for this product. The bank is not bound by its content. The specific binding terms and conditions applicable to customers will be negotiated and documented in relevant agreements between the bank and the customer.

# **Bonds & Guarantees**

A Guarantee is an unconditional written promise made by the bank to pay the beneficiary a specified amount, typically to satisfy a certain debt of the applicant towards the beneficiary. It is a form of security ensuring the fulfilment of a contractual obligation. This product is available to customers with approved credit lines with the bank and those without approved credit lines against a 0% cash margin.

The bank's Facility Offer Letter and all other related documents executed by the customer contain the comprehensive terms of this product.

## **Product Description**

## **Type of Products**

- Tender Bonds
- Advance payment Guarantee/Bonds
- Performance Guarantee/Bonds
- Payment Guarantees

#### **Eligibility for:**

Entities licensed to operate in the Sultanate of Oman are subject to the bank's approval.

#### **Currencies:**

Omani Rials (OMR) and any other currencies are subject to the bank's approval.

#### Tenure:

Approved on a case-to-case basis and renewable subject to the bank's approval.

#### Repayment:

All cash margins will be used to satisfy any outstanding debts following demand under a Guarantee. In addition, all applicable fees and commissions must be paid.

#### Security:

- Cash margin of 110% required.
- Exposures on a clean basis or partial collateral are to be considered based on specific facility terms and conditions
- The bank shall have absolute discretion in determining the coverage ratio and the type of security.

#### Subject to the terms of the FOL, which may include, but is not limited to:

- Real estate collateral (such as vacant lands, residential houses, residential/commercial buildings, warehouses and agricultural lands).
- o Mortgage over vehicles or equipment, mortgage over company's assets (CR).
- o Lien over Fixed Deposit (in personal or company account with the bank).

- o PDCs (Post Dated Cheques).
- Assignment of business cash flow/rental income.
- o Personal guarantees, corporate guarantees.
- Undertaking letters (For example, routing 100% cash flow to the bank, no change in company shareholder without a No Objection\_Letter from the bank, etc).
- Primary and secondary securities are required to be insured in the bank's favour.
- The loan requires a minimum of 150% tangible security coverage supported by updated valuation reports.
- o Any other security acceptable to the bank.
- The bank shall have absolute discretion in determining the coverage ratio and the type of security.

## **Fees and Charges**

• Processing fees, late payment fees\_partial & early settlement fees: as per the Facility Offer Letter.

#### Additional Information

- The term 'You' in this section refers to the customer/borrower. For the full comprehensive T&Cs, please refer to the Facility Offer Letter (FOL).
- The bank may, from time to time, and at its sole discretion, make changes to the
  Terms and Conditions pertaining to this product. Without prejudice to the [ondemand/uncommitted] nature of this product, where required by applicable law, such
  changes will be communicated to you with 60 days' prior notice.
- The facility limits and terms and conditions will be approved by the bank on a caseby-case basis. The limit will be offered subject to your completion of and satisfaction with all terms and conditions, including the creation and perfection of relevant security in favour of the bank.
- The bank may, without referring to you, debit your accounts with any charges, expenses, or commission payable against the banking services rendered in accordance with the approved and announced banking charges and commissions and in line with the terms of the facility documentation.
- You can contact the bank for any enquiries, assistance, or complaints at any of its branches or by visiting its website.
- You must provide necessary information/documents 60 days ahead of your facility renewal date to ensure timely renewal of facility.

- Facility terms and conditions will be detailed via a separate bank's standard Facility
  Offer Letter (FOL) issued to you which must be duly accepted before availing the
  facility. Further clarifications on Terms and Conditions can be discussed with your
  Relationship Manager prior to accepting the FOL.
- You should be aware that the product is an uncommitted finance facility provided at the bank's discretion.
- Facility covenants and T&Cs should be adhered and timely submission of information throughout the facility tenure must be provided to avoid cancellation of limit, which may subsequently affect your credit score with regulatory authorities/credit agencies, impacting your access to existing and future financing.
- The renewal of terms and conditions might be different and are subject to the bank's discretion.
- You are required to always provide the Bank with copies of your updated documents (including without limitation, Civil ID/Residence ID, Commercial Registration, Oman Chamber of Commerce and Industry membership, Passport, Visa, etc.); failure to provide these documents will result in immediate suspension of services/limits.
- When renewing the facility, you must be aware that the renewal of terms and conditions may be different and subject to the bank's discretion, the same will be communicated to you for notification.

### **How to Raise a Complaint**

if you are not satisfied with our services, you can raise a complaint via the following channels:

- Visit your nearest Sohar International branch.
- Contact our Wholesale Banking Call Centre at (+968) 2476176. Working hours are Sunday to Thursday 8:00 am – 3:00 pm.
- If you don't hear from us within 5 working days, you can escalate your complaint to Nasr AL Asfoor Head of SME & International Subsidiary Banking at (+968) 24730177 during working hours (Sunday to Thursday 8:00 am 2:00 pm). Alternatively, you may email us at sme2@Soharinternational.com.

I acknowledge receiving and understanding this Key Fact Statement. I also understand and accept that it is not a binding offer from the Bank, and we do not have any right to enforce it. Instead, t's a broad description of the product, and the exact terms and conditions applicable to any facility will be documented separately under the relevant Facility Offer Letter to be executed between us and the Bank.
Customer Name
ID/Passport number & Position
Date
Signature