

Terms & Conditions

1. **Loan Eligibility:**

Sohar International Bank SAOG “the **Bank**” reserves the right to determine the eligibility of customers for temporary loans to participate in the Electronic Initial Public Offering “**EIPO**”. Eligibility criteria may include creditworthiness, existing banking relationship and compliance with regulatory requirements.

2. **Loan Application Process:**

All loan applications are subject to the approval of the Bank. The Loan application would take bank’s standard Turn-around-time (TAT), up to 2 working days

3. **Loan Amount:**

The Bank may provide financing facility against said IPO up to a 50% percentage of the subscribed amount, subject to the internal credit assessment

4. **Security:**

The customer grants the Bank full authority to pledge the shares on its behalf in the MCDC and register a lien in favour of the Bank.

5. **Repayment:**

The customer is responsible for repaying the finance amount from the refund proceeds and refund proceeds is not sufficient to close the loan, then the customer has to repay the loan and close the loan account by his own funds. Failure to make timely repayments may result additional charges and penalties, including sale of allotted shares and the customer shall not hold the Bank liable either financially or in any manner whatsoever, for any action taken on account of non-payment or non-adherence to bank’s stipulated terms and conditions

6. **Allocation of Shares:**

The Bank does not guarantee the allocation of shares in the IPO based on the provision of temporary loan. Allocation of shares decisions is left to the direction of the relevant authority in MCDC.

7. **Risk Disclosure:**

The customer shall consider the risks associated with this borrowing such as market fluctuation and loss of investment.

8. **Legal and Compliance:**

The customer shall be obliged to comply with all applicable laws, regulations and guidelines governing the E-IPO and any applicable guidelines from the Central Bank of Oman (CBO).

9. **Communication:**

All communications related to the IPO finance loan facility, including but not limited to, finance approval, repayment, and pledge of shares, shall be made through bank’s designated communication channel(s)

10. Governing Law:

Any dispute arising out of or in connection with the temporary loan facility shall be governed and construed in accordance with the laws of Sultanate of Oman and Central Bank of Oman (CBO).

Irrevocable undertaking

I/We hereby fully and unconditionally authorizes the Bank to:

1. Verify the MCDG Registration Number from the appropriate authority.
2. To obtain allotment details from Lead Managers or appropriate authority.
3. I will not apply /subscribe for IPO with another Bank.
4. My application for IPO will be rejected if I submit duplicate applications.
5. Confirm that all the information's provided are true to best of my knowledge.
6. Sohar International is not responsible if the funds are subscribed to a wrong beneficiary due to incorrect investor ID provided.
7. Loans will be created under the name of applicant/customer who submits the IPO application through mobile banking.
8. In case I have applied with an Investor ID that belongs to a 3rd party (relatives, friends etc), the IPO finance application would be rejected. (Please note the processing fees + VAT collected will not be refunded during such occurrence)
9. In case my National ID is not updated in MCD (Muscat Clearing and Depository) records, I need to get in touch with MCD to update the same.
10. My application will be subject to rejection if information's provided are proved to be wrong.
11. I/We request Sohar International Bank SAOG "Bank" to process the IPO Loan application and credit the amount to my IPO finance account held with the Bank.
12. I/We, hereby state and undertake that loan, when granted, will be deployed to purchase of shares in the said Public Offering.
13. I/We hereby request the Bank to accept this request as my/our application for one-to-one financing facilities, for the value, purpose and other details of the loan facility provided in this application
14. I/We agree and confirm that the Bank will charge interest on the Loan at a rate as determined and set by the Bank, calculated from the drawdown date to the date immediately preceding the date of refund.
15. I/We agree and undertake to pledge with the Bank not less than ^{100%} 100% or other percentages determined by the Bank in value of my/our Application Monies in cash or in any form to be accepted at the sole discretion by the Bank.
16. I/We also irrevocably authorize the Bank to sell my/our shares in the said IPO in order to settle my/our Loan on the day of listing the shares on Muscat Securities Market "MSM" or anytime that the Bank deems fit.
17. I/We represent, warrant and indemnify that I/we comply and remain compliant with all laws and regulations governing the IPO and the Public Offering throughout its processes.
18. I/We understand that the Issuer will refund my/our unsuccessful Application Monies together with the brokerage and other transaction levy and charges to us, without interest (the "Refund").
19. I/We instruct and authorize the Bank to collect my/ our Refund and credit the Refund to my/our account set out above after the deduction of the relevant expenses (including, without limitation, handling fee, interests incurred in the Loan, and any other charges deemed to be necessary).
20. I/we understand that Fee collected for IPO loan application will not refunded in case if the application is rejected.

21. I/We undertake and agree to pay the Application Monies set out above in full upon application and understand that these declarations and representations will be relied upon by the Issuer in deciding whether or not to allot any Public Offer Shares in response to the Application. I/We agree that my/our application, any acceptance of it and the resulting contract will be governed by and construed according to the laws of the Sultanate of Oman. The Bank is entitled to rely on any warranty, representation or declaration made by me/us in this letter. The courts of Oman should have jurisdiction over any dispute that might arise in connection with this application and the transactions contemplated hereunder.
22. I/We authorize the Bank to debit the processing fees from my account.
23. I/We authorize the Bank to create hold in my account for an amount equivalent to 50% of the cost of IPO shares I have applied for
24. I/We also authorize the Bank to credit the refund proceeds to my IPO loan account set by the Bank
25. I/We undertake to settle the above loan in full on allotment of shares and/or I authorize the Bank to sell the shares allotted and use the proceeds to settle the loan outstanding and the shortfall, if any, will be settled from my/our own resources.
26. I/We understand that the maximum finance period is 60 days however if the refund proceeds are not sufficient to settle my finance amount then the bank has the sole right to charge interest on the finance outstanding at 6% per annum from the date of listing IPO.
27. There Customer hereby grants the Bank unconditional and irrevocable authority to sell, transfer or otherwise dispose of the pledged shares upon their allotment, without prior notice to the Customer, in order to cover any outstanding amount owed by the Customer to the Bank. The Bank is further authorized to complete, execute and submit any forms and documents required to give effect to such sale and to pay the applicable fees or charges related thereto. This authority shall remain in full force and effect until all obligations owed by the Customer to the Bank have been fully fulfilled and satisfied.
28. To absolve Sohar International of any responsibilities/claims for non-allotment of shares due to the following:
 - a. Rejection of my Financing application
 - b. Misrepresentation of information.
 - c. Non-adherence of the IPO guidelines
29. By digitally accepting the loan agreement and the share pledge agreement through this application, you acknowledge and agree that you are aware and fully understand that your acceptance is provided digitally and you confirm on its legal validity and enforceability.
30. By agreeing to the General Terms and conditions, you hereby confirm and agree having agreed, read and understood all applicable terms & condition, including and without limitation, the loan agreement and the share pledge agreement, both digital accepted by you ("Terms"). You hereby indemnify the Bank & its representative for any breaches to the clauses listed under any of the Terms and these General Terms and conditions. You confirm and agree that the Terms shall be read and construed in conjunction with these general Terms and conditions, and the terms and conditions set out in the terms shall be applicable to these general terms and conditions.