

# **AGENCY AGREEMENT**

**DATED 4 JUNE 2021**

**OMAN ARAB BANK SAOG**

**U.S.\$250,000,000 PERPETUAL TIER 1 CAPITAL SECURITIES**

**ALLEN & OVERY**

Legal Consultants

**Allen & Overy LLP**

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**THIS AGENCY AGREEMENT** (this **Agreement**) is made on 4 June 2021

**BETWEEN:**

- (1) **OMAN ARAB BANK SAOG**, a company incorporated under the laws of the Sultanate of Oman with its registered offices at Sultan Qaboos Street, Ghubrah, P.O. Box: 2010 – Ruwi, PC 112, Sultanate of Oman (the **Issuer**);
- (2) **CITIBANK N.A., LONDON BRANCH**;
- (3) **CITIGROUP GLOBAL MARKETS EUROPE AG**; and
- (4) **CITIBANK EUROPE PLC**.

**WHEREAS:**

- (A) The Issuer has agreed to issue U.S.\$250,000,000 Perpetual Tier 1 Capital Securities (the **Capital Securities** which expression shall include, unless the context otherwise requires, any further Capital Securities issued pursuant to Condition 16 and forming a single series with the Capital Securities).
- (B) The Capital Securities will be issued in registered form in the amounts of U.S.\$200,000 and integral multiples of U.S.\$1,000 in excess thereof.
- (C) The Capital Securities will be represented by interests in a global certificate in registered form (the **Global Certificate**) in, or substantially in the form set out in, Schedule 1 and individual certificates (each, an **Individual Certificate**) will be in, or substantially in the form set out in, Part 1 of Schedule 2.

**IT IS AGREED** as follows:

**1. INTERPRETATION**

- 1.1 Words and expressions defined in the Conditions and not otherwise defined in this Agreement shall have the same meanings when used in this Agreement.
- 1.2 References in this Agreement to principal and/or interest shall include any additional amounts payable pursuant to Condition 12. References in this Agreement to principal shall, where the context admits, include any premium.

**2. DEFINITIONS**

- 2.1 As used in this Agreement and in the Conditions:

**Agents, Calculation Agent, Fiscal Agent, Paying Agents, Registrar and Transfer Agent** mean and include each Agent, Calculation Agent, Fiscal Agent, Paying Agent, Registrar and Transfer Agent as defined in Clause 3 and as from time to time appointed to exercise the powers and undertake the duties conferred and imposed upon it by this Agreement and notified to the holders of the Capital Securities under Clause 24;

**Basic Terms Modification** has the meaning given to that term in paragraph 7 of Schedule 3;

**Business Day** means a day (other than a Friday, Saturday or Sunday) on which commercial banks are open for business in Muscat, London, New York City and, in the case of presentation of an Individual Certificate, in the place in which the Individual Certificate is presented;

**Clearstream, Luxembourg** means Clearstream Banking S.A.;

**Code** means the U.S. Internal Revenue Code of 1986, as amended;

**Conditions** means, in relation to the Capital Securities, the terms and conditions endorsed on or incorporated by reference into the Capital Securities, the terms and conditions being in or substantially in the form set out in Part 2 of Schedule 2;

**Euroclear** means Euroclear Bank SA/NV;

**Exchange Event** has the meaning given to that term in the Global Certificate;

**FATCA Exempt Party** means, in connection with any payments due on the Capital Securities, a party that is able to receive such payment free from FATCA withholding;

**FATCA withholding** means any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code (or any regulations thereunder or official interpretations thereof) or an intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any law implementing such an intergovernmental agreement);

**holder or holders** means the person in whose name a Capital Security is registered in the Register, and shall include the persons from time to time being shown in the records of Euroclear and Clearstream, Luxembourg, as the holders of a particular principal amount of such Capital Securities (in which regard a certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the principal amount of such Capital Securities standing to the account of any person shall be conclusive and binding) for all purposes other than with respect to the payment of principal and distributions on such Capital Securities, the right to which shall be vested as against the Issuer solely in the registered holder of the Global Certificate in accordance with and subject to its terms;

**ISM** means the London Stock Exchange plc's International Securities Market;

**outstanding** means in relation to the Capital Securities all the Capital Securities issued other than:

- (a) those Capital Securities which have been redeemed and cancelled pursuant to Condition 9 or otherwise pursuant to the Conditions;
- (b) those Capital Securities in respect of which the date for redemption under the Conditions has occurred and the redemption moneys wherefore (including all distributions payable thereon) have been duly paid to the Fiscal Agent in the manner provided in Clause 5 (and, where appropriate, notice to that effect has been given to the holders of the Capital Securities under Condition 15) and remain available for payment against presentation of the relevant Capital Securities;
- (c) those Capital Securities which have been purchased and cancelled under Condition 9;
- (d) those Capital Securities which have become void under Condition 13;
- (e) those mutilated or defaced Capital Securities which have been surrendered and cancelled and in respect of which replacements have been issued pursuant to Condition 14;
- (f) (for the purpose only of ascertaining the principal amount of the Capital Securities outstanding and without prejudice to the status for any other purpose of the relevant Capital Securities) those Capital Securities which are alleged to have been lost, stolen or destroyed and in respect of which replacements have been issued pursuant to Condition 14; and

- (g) the Global Certificate to the extent that it has been exchanged for Individual Certificates pursuant to its provisions,

provided that for each of the following purposes, namely:

- (i) the right to attend and vote at any meeting of the holders of the Capital Securities or any of them, passing an Extraordinary Resolution (as defined in Schedule 3) in writing or an Extraordinary Resolution by way of electronic consents given through the relevant clearing systems as envisaged by Schedule 3); and
- (ii) the determination of how many and which Capital Securities are for the time being outstanding for the purposes of Schedule 3,

those Capital Securities (if any) which are for the time being held by any person (including, but not limited to, the Issuer or any of the Issuer's Subsidiaries) for the benefit of the Issuer or any of the Issuer's Subsidiaries shall (unless and until ceasing to be so held) be deemed not to remain outstanding; and

**specified office** means the offices specified in Clause 26 or any other specified offices as may from time to time be duly notified pursuant to Clause 26.

- 2.2 (a) In this Agreement, unless the contrary intention appears, a reference to:
- (i) an **amendment** includes a supplement, restatement or novation and **amended** is to be construed accordingly;
  - (ii) a **person** includes any individual, company, unincorporated association, government, state agency, international organisation or other entity and, in all cases, includes its successors and assigns;
  - (iii) a law or a provision of a law is a reference to that law or provision as extended, amended or re-enacted;
  - (iv) a Clause or Schedule is a reference to a Clause of, or a Schedule to, this Agreement;
  - (v) a document is a reference to that document as amended from time to time; and
  - (vi) a time of day is a reference to London time.
- (b) The headings in this Agreement do not affect its interpretation. All references in this Agreement to costs or charges or expenses shall include any value added tax or similar tax charged or chargeable in respect thereof.
- (c) All references in this Agreement to Capital Securities shall, unless the context otherwise requires, include the Global Certificate representing the Capital Securities.

2.3 As used herein, in relation to any Capital Securities which are or are to be "admitted to trading" on the ISM, **admitted to trading** shall be construed to mean that such Capital Securities have been admitted to trading on the London Stock Exchange plc's International Securities Market.

### 3. APPOINTMENT OF AGENTS

The Issuer hereby appoints, on the terms and subject to the conditions of this Agreement, Citibank N.A, London Branch as fiscal agent and principal paying agent (in such capacity, the **Fiscal Agent**) and as calculation agent (in such capacity, the **Calculation Agent**), and Citigroup Global Markets

Europe AG as registrar (in such capacity, the **Registrar**) and Citibank Europe plc as transfer agent (in such capacity, the **Transfer Agent**) in respect of the Capital Securities in each case acting at its specified office.

References herein to **Paying Agents** shall include the Fiscal Agent and any other paying agent appointed hereunder from time to time.

- 3.1 The Calculation Agent, Fiscal Agent, the other Paying Agents, the Transfer Agent and the Registrar are together referred to as the **Agents**.
- 3.2 Each Agent accepts its appointment, and agrees to act, as agent of the Issuer in relation to the Capital Securities and agrees to comply with the terms of this Agreement. Each Agent further agrees to perform the duties specified for it in the Conditions. The obligations and duties of the Agents under this Agreement shall be several and not joint.

#### **4. AUTHENTICATION AND DELIVERY OF CAPITAL SECURITIES**

- 4.1 Immediately before issue, the Issuer shall deliver to the Registrar the duly executed Global Certificate representing the Capital Securities. The Issuer authorises and instructs the Registrar to authenticate the Global Certificate and any Individual Certificates delivered pursuant to Clause 4.3.
- 4.2 The Global Certificate shall be deposited with, and registered in the name of, a nominee for a common depository of Euroclear and Clearstream, Luxembourg. So long as Euroclear or Clearstream, Luxembourg or their nominee is the holder of the Global Certificate, such nominee will, insofar as payments on the Capital Securities are concerned, be considered the sole holder of the Global Certificate in accordance with and subject to its terms. Neither the Issuer nor any Agent will have any responsibility or liability for any aspect of the records relating to or payments made by Euroclear or Clearstream, Luxembourg on account of beneficial interests in the Global Certificate.
- 4.3 If the Global Certificate is to be exchanged in accordance with its terms for Individual Certificates, the Issuer undertakes that it will deliver to, or to the order of, the Fiscal Agent, as soon as reasonably practicable and in any event not later than 15 days before the relevant exchange is due to take place, Individual Certificates in an aggregate principal amount of U.S.\$250,000,000 or such lesser amount as is the principal amount of Capital Securities represented by the Global Certificate to be issued in exchange for the Global Certificate. Each Individual Certificate so delivered shall be unauthenticated but duly executed on behalf of the Issuer and otherwise complete.
- 4.4 The Issuer authorises and instructs the Fiscal Agent to cause interests in the Global Certificate to be exchanged for Individual Certificates upon an Exchange Event and in accordance with its terms and instructs the Registrar to authenticate and deliver to each person designated by Euroclear and Clearstream, Luxembourg an Individual Certificate in accordance with the terms of the Global Certificate and the provisions of this Agreement. Following the exchange of the last interest in the Global Certificate, the Fiscal Agent shall cause the Global Certificate to be cancelled and delivered to the Issuer or as it may direct.
- 4.5 The Fiscal Agent and the Registrar shall cause all Capital Securities delivered to and held by them under this Agreement to be maintained in safe custody and shall ensure that Individual Certificates are issued only in accordance with the terms of the Global Certificate and this Agreement.
- 4.6 If the Issuer is required to deliver Individual Certificates pursuant to the terms of the Global Certificate, the Issuer shall promptly arrange for a stock of Individual Certificates (unauthenticated and with the names of the registered holders left blank but executed on behalf of the Issuer and otherwise complete) to be made available to the Registrar.

## 5. PAYMENT TO THE FISCAL AGENT

- 5.1 The Issuer shall, not later than 10.00 a.m. (London time) on the Business Day prior to each date on which any payment of principal and/or interest in respect of any of the Capital Securities becomes due under the Conditions, transfer to an account specified by the Fiscal Agent such amount of U.S. dollars as shall be sufficient for the purposes of the payment of principal and/or interest in cleared and immediately available funds.
- 5.2 The Issuer shall ensure that, no later than the second London Business Day immediately preceding the date on which any payment is to be made to the Fiscal Agent pursuant to Clause 5.1, the Fiscal Agent shall receive a copy of an irrevocable payment instruction to the bank through which the payment is to be made. For the purposes of this Clause 5.2, **London Business Day** means a day on which commercial banks are open for business in London.

## 6. NOTIFICATION OF NON-PAYMENT BY THE ISSUER

The Fiscal Agent shall notify by email each of the other Paying Agents and the Registrar forthwith:

- (a) if it has not by the relevant date specified in Clause 5.1 received unconditionally the full amount in U.S. dollars required for the payment; and
- (b) if it receives unconditionally the full amount of any sum payable in respect of the Capital Securities after such date.

The Fiscal Agent shall, at the expense of the Issuer, forthwith upon receipt of any amount as described in Clause 6(b), cause notice of that receipt to be published under Condition 15.

## 7. DUTIES OF THE PAYING AGENTS

- 7.1 Subject to the payments to the Fiscal Agent provided for by Clause 5 being duly made and the Fiscal Agent identifying or confirming receipt of such funds, the Paying Agents shall act as paying agents of the Issuer and shall pay or cause to be paid on behalf of the Issuer, on and after each date on which any payment becomes due and payable, the amounts of principal and/or distributions then payable in respect of each Capital Security under the Conditions and the provisions of this Agreement and, in the case of a payment of principal payable in respect of a Capital Security represented by an Individual Certificate, following receipt of the Capital Security at the specified office of the relevant Paying Agent. If any payment provided for by Clause 5 is made late but otherwise under the terms of this Agreement the Paying Agents shall nevertheless pay or cause to be paid such amounts following receipt by them of payment thereof.
- 7.2 If by the due date for any payment referred to in Clause 5, the Fiscal Agent has not received the full amount so payable on such date by the time specified for its receipt, unless and until such amount has been received by the Fiscal Agent under the terms of this Agreement (except as to the time of making the same) or other arrangements satisfactory to the Fiscal Agent have been made, neither the Fiscal Agent nor any of the other Paying Agents shall be bound to make any payments under the Capital Securities.
- 7.3 Without prejudice to Clauses 7.1 and 7.2, if the Fiscal Agent pays any amounts to the holders of Capital Securities or to any other Paying Agent at a time when it has not received payment in full in respect of the Capital Securities in accordance with Clause 5.1 (the excess of the amounts so paid over the amounts so received being the **Shortfall**), the Issuer will, in addition to paying amounts due under Clause 5.1, pay to the Fiscal Agent on demand interest (at a rate which represents the Fiscal Agent's cost of funding the Shortfall, as certified by the Fiscal Agent to the Issuer) on the Shortfall

(or the unreimbursed portion thereof) until the receipt in full by the Fiscal Agent of the Shortfall. Such interest shall be compounded daily.

- 7.4 Whilst any Capital Securities are represented by the Global Certificate, all payments due in respect of the Capital Securities shall be made to, or to the order of, the holder of the Global Certificate, subject to and in accordance with the provisions of the Global Certificate. On the occasion of each payment, the Paying Agent to which the Global Certificate was presented for the purpose of making the payment shall notify the Registrar which shall make an appropriate entry in the Register to evidence the amount and date of the relevant payment.
- 7.5 If the amount payable in respect of any Capital Security is not paid in full when due (otherwise than as a result of withholding or deduction for or on account of any Taxes as permitted by the Conditions) or by reason of a FATCA withholding the Registrar shall make a note of the details of such shortfall in payment in the Register.
- 7.6 Notwithstanding any other provision of this Agreement, each Agent shall be entitled to make a withholding or deduction from any payment which it makes under any Capital Securities for or on account of any Tax, if and only to the extent so required by Applicable Law, in which event the Agent shall make such payment after such withholding or deduction has been made, shall not pay any additional amount in respect of that withholding or deduction and shall account to the relevant Authority within the time allowed for the amount so withheld or deducted or, at its option, shall reasonably promptly after making such payment return to the Issuer the amount so withheld or deducted, in which case, the Issuer shall so account to the relevant Authority for such amount. For the avoidance of doubt, FATCA withholding is a withholding or deduction which is deemed to be required by Applicable Law for the purposes of this Clause 7.6. In this Clause 7.6 and Clause 7.7 and 23.22, **Applicable Law** means any law or regulation, **Authority** means any competent regulatory, prosecuting, Tax or governmental authority in any jurisdiction and **Tax** means any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any Authority having power to tax.
- 7.7 In the event that the Issuer determines in its sole discretion that any withholding or deduction for or on account of any Tax will be required by Applicable Law in connection with any payment due to any of the Agents on any Capital Securities, then the Issuer will be entitled to redirect or reorganise any such payment in any way that it sees fit in order that the payment may be made without such withholding or deduction, provided that any such redirected or reorganised payment is made through a recognised institution of international standing and otherwise made in accordance with this Agreement. The Issuer will promptly notify the Agents of any such redirection or reorganisation. For the avoidance of doubt, FATCA withholding is a withholding or deduction which is deemed to be required by Applicable Law for the purposes of this Clause 7.7.

## **8. REIMBURSEMENT OF THE PAYING AGENTS**

The Fiscal Agent shall charge the account referred to in Clause 5 for all payments properly made by it under this Agreement and, subject to Clause 7.1, will credit or transfer to the respective accounts of the other Paying Agents the amount of all payments properly made by them under the Conditions immediately upon notification from them, subject in each case to any applicable laws or regulations.

## **9. NOTICE OF ANY WITHHOLDING OR DEDUCTION**

- 9.1 If the Issuer or the Fiscal Agent is, in respect of any payment in respect of the Capital Securities, compelled to withhold or deduct any amount for or on account of any Taxes as contemplated by Condition 12, the Issuer shall give notice to the Fiscal Agent as soon as it becomes aware of the requirement to make the withholding or deduction and shall give to the Fiscal Agent such information as the Fiscal Agent shall require to enable it to comply with the requirement.



9.2 Without prejudice to Clause 9.1, the Issuer shall notify the Fiscal Agent in the event that it determines that any payment to be made by any Agent under any Capital Securities is a payment which could be subject to FATCA withholding if such payment were made to a recipient that is generally unable to receive payments free from FATCA withholding, and the extent to which the relevant payment is so treated, provided, however, that the Issuer's obligation under this Clause 9.2 shall apply only to the extent that such payments are so treated by virtue of characteristics of the Issuer, such Capital Securities or both.

## 10. DUTIES OF THE REGISTRAR

10.1 The Registrar shall so long as any Capital Security is outstanding:

- (a) maintain outside the United Kingdom a register (the **Register**) of the holders of the Capital Securities which shall show (i) the principal amounts and the serial numbers of the Capital Securities, (ii) the dates of issue of all Capital Securities, (iii) all subsequent transfers and changes of ownership of Capital Securities, (iv) the names and addresses of the holders of the Capital Securities, (v) all cancellations of Capital Securities, whether because of their purchase by the Issuer or any Subsidiary of the Issuer, their replacement or otherwise, and (vi) all replacements of Capital Securities (subject, where appropriate, in the case of (v), to the Registrar having been notified as provided in this Agreement);
- (b) register all transfers of Capital Securities;
- (c) receive any document in relation to or affecting the title to any of the Capital Securities including all forms of transfer, forms of exchange, probates, letters of administration and powers of attorney;
- (d) maintain proper records of the details of all documents received by itself or the Transfer Agent;
- (e) prepare all such lists of holders of the Capital Securities as may be required by the Issuer or the Fiscal Agent or any person authorised by either of them;
- (f) subject to applicable laws and regulations at all reasonable times during office hours make the Register available to the Issuer or any person authorised by it or the holder of any Capital Security for inspection and for the taking of copies or extracts;
- (g) notify the Fiscal Agent upon its request not less than seven days before each due date for the payment of principal and/or distributions of the names and addresses of all registered holders of the Capital Securities at the close of business on the relevant record date and the amounts of their holdings in order to enable the Fiscal Agent to make or arrange for due payment to the holders of the amounts of distributions and/or principal payable in respect of the Capital Securities or, as the case may be, the amounts required to redeem the Capital Securities;
- (h) comply with the proper and reasonable requests of the Issuer with respect to the maintenance of the Register and give to the Fiscal Agent and the Transfer Agent such information as may be reasonably required by them for the proper performance of their duties;
- (i) as soon as reasonably practicable, and in any event within five Business Days of the relevant request (or such longer period as may be required to comply with any applicable fiscal or other regulations) and subject to the Issuer's compliance with Clause 10.2, issue, upon receipt by it of, or receipt by it of notification from any Transfer Agent of delivery to it of, Capital Securities for transfer, duly dated and completed in the name of the registered holders and deliver the Capital Securities at its specified office or at the specified office of

the Transfer Agent or (at the risk of the relevant registered holders) send the Capital Securities to such address as the registered holders may request; and

- (j) accept Capital Securities delivered to it with a request for transfer of all or part of the Capital Security, and shall, if appropriate, charge to the holder of a Capital Security presented for transfer the costs or expenses (if any) of delivering Capital Securities issued on such transfer other than by regular mail. Holders of the Capital Securities shall be responsible for payment of any stamp duty, tax or other governmental charge that may be imposed in relation to the transfer and, for the avoidance of doubt, none of the Agents shall have any responsibility in connection therewith.

10.2 The Issuer shall deliver to the Registrar for the performance of its duties under this Agreement from time to time so long as any Capital Security is outstanding, sufficient duly executed Individual Certificates as may be required for the performance of the Registrar's duties.

10.3 Capital Securities shall be dated:

- (a) in the case of the Global Certificate issued on the date of closing, with that date; or
- (b) in the case of a Capital Security issued upon transfer, with the date of registration in the Register of the transfer; or
- (c) in the case of a Capital Security issued to the transferor upon transfer in part of a Capital Security, with the same date as the date of the Capital Security transferred; or
- (d) in the case of a Capital Security issued pursuant to Clause 17 with the same date as the date of the lost, stolen, mutilated, defaced or destroyed Capital Security in replacement of which it is issued.

## **11. DUTIES OF THE TRANSFER AGENT**

11.1 The Transfer Agent shall perform the duties set out in this Agreement and the Conditions and, in performing those duties, shall comply with the Conditions and the provisions of this Agreement.

11.2 The Transfer Agent shall:

- (a) accept Capital Securities delivered to it with a request for transfer of all or part of the Capital Security, and shall, in each case, give to the Registrar all relevant details to enable it to issue Capital Securities in accordance with each request; and
- (b) if appropriate, charge to the holder of a Capital Security presented for transfer the costs or expenses (if any) of the Registrar in delivering Capital Securities issued on such transfer other than by regular mail. Holders of the Capital Securities shall be responsible for payment of any stamp duty, tax or other governmental charge that may be imposed in relation to the transfer and, for the avoidance of doubt, none of the Agents shall have any responsibility in connection therewith.

## **12. REGULATIONS FOR TRANSFER OF CAPITAL SECURITIES**

Subject as provided below, the Issuer may from time to time agree with the Registrar reasonable regulations to govern the transfer and registration of Capital Securities. The initial regulations, which shall apply until amended under this Clause, are set out in Schedule 4. The Registrar and the Transfer Agent agree to comply with the regulations as amended from time to time.

**13. DUTIES OF THE FISCAL AGENT IN CONNECTION WITH OPTIONAL REDEMPTION AND REDEMPTION UPON A TAX EVENT AND CAPITAL EVENT**

If the Issuer decides to redeem all of the Capital Securities for the time being outstanding under Conditions 9.1(b), 9.1(c) or 9.1(d), it shall give notice of the decision to redeem to the Fiscal Agent and the Registrar (as applicable) in accordance with the Conditions.

**14. DUTIES OF THE CALCULATION AGENT**

14.1 The Issuer shall procure the Relevant 5 Year Reset Rate and notify such rate to the Calculation Agent in respect of each Reset Period commencing on the first Reset Date, subject to and in accordance with the Conditions.

14.2 The Calculation Agent shall notify the Issuer, each Agent and the London Stock Exchange plc of the Relevant 5 Year Reset Rate for each Reset Period and the corresponding Interest Payment Amount, as soon as practicable after their determination and the Issuer shall arrange for the Relevant 5 Year Reset Rate and the Interest Payment Amount to be notified to holders of the Capital Securities by the Calculation Agent in accordance with Condition 5 and Condition 15 as soon as practicable after their determination but in no event later than the second Business Day thereafter.

14.3 If the Calculation Agent does not for any reason determine and/or notify the Relevant 5 Year Reset Rate and/or Interest Payment Amount in respect of any Reset Period as provided in this Clause 14, it shall forthwith notify the Issuer and the Fiscal Agent of such fact.

**15. RECEIPT AND PUBLICATION OF NOTICES**

15.1 The Fiscal Agent shall, at the request and expense of the Issuer, give notice to the holders of the Capital Securities as required to be so given under the Conditions.

**16. CANCELLATION OF CAPITAL SECURITIES**

16.1 All Capital Securities which are surrendered in connection with redemption or transfer shall be cancelled by the Agent (other than the Calculation Agent who shall transfer such Capital Securities to the Fiscal Agent for cancellation) to which they are surrendered. Each of the Agents shall give to the Fiscal Agent details of all payments made by it and shall deliver any Individual Certificates representing cancelled Capital Securities to the Fiscal Agent (or as the Fiscal Agent may specify). Where Capital Securities are purchased by or on behalf of the Issuer or any of the Issuer's Subsidiaries, the Issuer shall procure that the Capital Securities are promptly cancelled and the Individual Certificate or Individual Certificates representing such cancelled Capital Securities are delivered to the Fiscal Agent or its authorised agent.

16.2 The Fiscal Agent or its authorised agent shall (unless otherwise instructed by the Issuer in writing and save as provided in Clause 18.1) destroy all Individual Certificates representing cancelled Capital Securities and furnish the Issuer upon request with a certificate of destruction containing written particulars of the serial numbers of the Individual Certificates so destroyed.

**17. ISSUE OF REPLACEMENT INDIVIDUAL CERTIFICATES**

17.1 The Issuer shall cause a sufficient quantity of additional forms of Individual Certificates to be available, upon request, to the Registrar for the purpose of issuing replacement Individual Certificates as provided below.

17.2 The Fiscal Agent and the Registrar shall, subject to and in accordance with Condition 14 and the provisions of this Clause, cause to be authenticated (in the case only of replacement Individual

Certificates) and delivered any replacement Individual Certificates which the Issuer may determine to issue in place of Capital Securities which have been lost, stolen, mutilated, defaced or destroyed.

- 17.3 The Fiscal Agent or, as the case may be, the Registrar shall obtain verification, in the case of an allegedly lost, stolen or destroyed Individual Certificate in respect of which the serial number is known, that the Capital Security such Individual Certificate represents has not previously been redeemed. Neither the Fiscal Agent nor the Registrar shall issue a replacement Capital Security unless and until the applicant has:
- (a) paid such expenses and costs as may be incurred in connection with the replacement;
  - (b) furnished it with such evidence and indemnity as the Issuer, Fiscal Agent or Registrar may reasonably require; and
  - (c) in the case of a mutilated or defaced Individual Certificate, surrendered it to the Fiscal Agent or, as the case may be, the Registrar.
- 17.4 The Fiscal Agent or, as the case may be, the Registrar shall cancel mutilated or defaced Individual Certificates in respect of which replacement Individual Certificates have been issued pursuant to this Clause and all Capital Securities which are so cancelled shall be delivered by the Registrar to the Fiscal Agent (or as it may specify). The Fiscal Agent shall furnish the Issuer with a certificate stating the serial numbers of the Individual Certificates received by it and cancelled pursuant to this Clause and shall, unless otherwise requested by the Issuer, destroy all those Individual Certificates and furnish the Issuer with a destruction certificate containing the information specified in Clause 16.2.
- 17.5 The Fiscal Agent or, as the case may be, the Registrar shall, on issuing any replacement Individual Certificate, forthwith inform the Issuer, the other Paying Agents, the Registrar and the Transfer Agent of the serial number of the replacement Individual Certificate issued and (if known) of the serial number of the Individual Certificate in place of which the replacement Individual Certificate has been issued.
- 17.6 Whenever an Individual Certificate for which a replacement Individual Certificate has been issued and the serial number of which is known is presented to a Paying Agent for payment or to a Transfer Agent for transfer, the relevant Agent shall immediately send notice to the Issuer and (if it is not itself the Fiscal Agent) the Fiscal Agent.

## **18. RECORDS AND INDIVIDUAL CERTIFICATES**

- 18.1 The Fiscal Agent shall keep a full and complete record of all Capital Securities and of their redemption, purchase by or on behalf of the Issuer or any of the Issuer's Subsidiaries, cancellation or payment (as the case may be) and of all replacement Individual Certificates issued in substitution for lost, stolen, mutilated, defaced or destroyed Capital Securities. The Fiscal Agent shall at all reasonable times make the records available to the Issuer.
- 18.2 The Fiscal Agent shall give to the Issuer upon request, a notification stating (a) the aggregate principal amount of Capital Securities which have been redeemed, (b) the serial numbers of the Individual Certificates representing those Capital Securities, (c) the aggregate amount of distributions paid (and the due dates of the payments) on the Global Certificate and/or on the Capital Securities, (d) the serial numbers of the Individual Certificates representing those Capital Securities (if any) which have been purchased by or on behalf of the Issuer or any of the Issuer's Subsidiaries and cancelled (subject to delivery of the Individual Certificates to the Fiscal Agent) and (e) the aggregate principal amounts of Individual Certificates which have been surrendered and replaced and the serial numbers of those Individual Certificates.

## **19. COPIES OF THIS AGREEMENT AVAILABLE FOR INSPECTION**

- 19.1 For so long as any Capital Securities remain outstanding, each Agent shall hold available for inspection at its specified office during normal business hours copies of all documents required to be so available by the Conditions of the Capital Securities. For this purpose, the Issuer shall furnish the Fiscal Agent with sufficient copies of each of the relevant documents. Each Paying Agent shall provide by email to a holder of any Capital Securities copies of all documents required to be so available by the Conditions of the Capital Securities, following the such holder's prior written request and provision of proof of holding and identity (in a form satisfactory to the relevant Paying Agent).

## **20. COMMISSIONS AND EXPENSES**

- 20.1 The Issuer shall pay to the Fiscal Agent such commissions and fees in respect of the services of the Agents under this Agreement as shall be agreed between the Issuer and the Fiscal Agent. The Issuer shall not be concerned with the apportionment of payment among the Agents.
- 20.2 The Issuer shall also pay to the Fiscal Agent an amount equal to any value added tax which may be payable in respect of the commissions or fees together with all properly incurred expenses incurred by the Agents in connection with their services under this Agreement.
- 20.3 The Issuer shall also pay on demand all out-of-pocket expenses (including legal, advertising, telex and postage expenses) properly incurred by the Agents in connection with their services together with any applicable value added sales, stamp, issue, registration, documentary or other taxes or duties.
- 20.4 The fees, commissions and expenses payable to an Agent for services rendered and the performance of its obligations under this Agreement shall not be abated by any remuneration or other amounts or profits receivable by such Agent (or to its knowledge by any of its associates) in connection with any transaction effected by such Agent with or for the Issuer.

## **21. INDEMNITY AND LIABILITY**

- 21.1 The Issuer shall indemnify each Agent, on an after-tax basis, against any loss, liability, cost, claim, action, demand or expense (including, but not limited to, all properly incurred costs, legal fees, charges and expenses paid or incurred in disputing or defending any of the foregoing) that it may incur or that may be made against it arising out of or in relation to or in connection with its appointment or the exercise of its functions, except such as may result from its own fraud, negligence or wilful default. Notwithstanding any other provision of this Agreement, the Issuer shall indemnify each Agent against any liability or loss incurred in connection with the Issuer's obligation to withhold or deduct an amount on account of tax. Notwithstanding the foregoing, under no circumstances will the Issuer be liable to the Agents for any consequential or indirect loss (such as loss of business, goodwill, opportunity or profit) even if advised of the possibility of such loss or damage.
- 21.2 Each Agent shall severally indemnify the Issuer against any loss, liability, cost, claim, action, demand or expense (including, but not limited to, all reasonable costs, legal fees, charges and expenses paid or incurred in disputing or defending any of the foregoing) that the Issuer may incur or that may be made against it as a result of such Agent's fraud, negligence or wilful default. For the avoidance of doubt, the Agent's liability under this Clause 21.2 shall be limited in the manner set out in Clauses 21.4 and 21.5.
- 21.3 The Agents will only be liable to the Issuer or any other person for losses, liabilities, costs, claims, actions expenses and demands arising directly from the performance of their obligations under this

Agreement suffered by or occasioned to the Issuer (the **Liabilities**) to the extent that an Agent has been negligent, fraudulent or in wilful default in respect of its obligations under this Agreement. The Agents shall not otherwise be liable or responsible for any Liabilities or inconvenience which may result from anything done or omitted to be done by it in connection with this Agreement. For the avoidance of doubt the failure of an Agent to make a claim for payment of principal and distributions on the Issuer, or to inform any other Agent or clearing system of a failure on the part of the Issuer to meet any such claim or to make a payment by the stipulated date, shall not be deemed to constitute negligence (whether gross or not), fraud or wilful default on the part of such Agent.

- 21.4 Liabilities arising under Clauses 21.2 and 21.3 shall be limited to the amount of the Issuer's actual loss (such loss shall be determined as at the date of default of the Agent or, if later, the date on which the loss arises as a result of such default) but without reference to any special conditions or circumstances known to the Agents at the time of entering into the Agreement, or at the time of accepting any relevant instructions, which increase the amount of the loss. In no event shall the Agents be liable for any loss of profits, consequential loss, goodwill, reputation, business opportunity or anticipated saving, or for special, punitive or consequential damages whether or not foreseeable, whether or not the Agents have been advised of the possibility of such loss or damages.
- 21.5 The liability of an Agent under Clauses 21.2 and 21.3 will not extend to any Liabilities arising through any acts, events or circumstances not reasonably within its control, or resulting from the general risks of investment in or the holding of assets in any jurisdiction, including, but not limited to, Liabilities arising from: nationalisation, expropriation or other governmental actions; any law, order or regulation of a governmental, supranational or regulatory body; regulation of the banking or securities industry including changes in market rules or practice, currency restrictions, devaluations or fluctuations; market conditions affecting the execution or settlement of transactions or the value of assets; breakdown, failure or malfunction of any third party transport, telecommunications, computer services or systems; natural disasters or acts of God; war, terrorism, insurrection or revolution; and strikes or industrial action.
- 21.6 The indemnities in this Clause 21 shall survive the resignation, removal or replacement of any Agent and the termination or expiry of this Agreement.

## **22. REPAYMENT BY FISCAL AGENT**

Sums paid by or by arrangement with the Issuer to the Fiscal Agent pursuant to the terms of this Agreement shall not be required to be repaid to the Issuer unless and until any Capital Security becomes void under the provisions of Condition 13 but in that event the Fiscal Agent shall as soon as reasonably practicable repay to the Issuer sums equivalent to the amounts which would otherwise have been payable in respect of the relevant Capital Security.

## **23. CONDITIONS OF APPOINTMENT**

- 23.1 An Agent may deal with moneys paid to it under this Agreement in the same manner as other moneys paid to it as a banker by its customers (including no requirements to segregate any funds except as required by law) except that (a) it may not exercise any lien, right of set-off or similar claim in respect of them and (b) it shall not be liable to anyone for interest on any sums held by it under this Agreement. Moneys held by an Agent shall be held as a banker and shall not be subject to the UK Financial Conduct Authority's Client Money Rules.
- 23.2 In acting under this Agreement, the Agents shall act solely as Agents of the Issuer and shall have no obligation towards or relationship of agency or trust with the holder of any Capital Security or any other third party.

- 23.3 No Agent shall exercise any lien, right of set-off or similar claim against any holder of a Capital Security in respect of moneys payable by it under this Agreement.
- 23.4 Except as otherwise required by law, each Agent shall treat the holder of a Capital Security as its absolute owner as provided in the Conditions and shall not be liable for doing so.
- 23.5 Each Agent shall be obliged to perform only such duties as are specifically set out in this Agreement and the Conditions and any duties necessarily incidental to them. No implied duties or obligations of any kind (including, without limitation, duties or obligations of a fiduciary or equitable nature) shall be read into any such documents.
- 23.6 Each Agent may, at the cost of the Issuer (provided such costs have been properly incurred), consult with any legal and other professional advisers selected by it, who may be an employee of or adviser to the Issuer, and it shall not be liable in respect of anything done, or omitted to be done, relating to that matter in good faith in accordance with that adviser's opinion.
- 23.7 No Agent shall be liable in respect of anything done or suffered by it in reliance on a Capital Security or other document, notice, certificate or information from any electronic or other source reasonably believed by it to be genuine and to have been signed or otherwise given or disseminated by the proper parties.
- 23.8 Any Agent and any other person, whether or not acting for itself, may acquire, hold or dispose of any Capital Security or other security (or any interest therein) of the Issuer or any other person, may enter into or be interested in any contract or transaction with any such person, and may act on, or as depositary, trustee or agent for, any committee or body of holders of securities of any such person, in each case with the same rights as it would have had if that Agent were not an Agent and need not account for any profit made or share of brokerage or commission or remuneration or other amount or benefit received thereby or in connection therewith.
- 23.9 No Agent shall be under any obligation to take any action under this Agreement that it expects will result in any expense to or liability of such Agent, the payment of which is not, in its opinion, assured to it. For the avoidance of doubt, no Agent is obliged to expend or risk its own funds in the discharge of its obligations under this Agreement.
- 23.10 Nothing in this Agreement shall require an Agent to assume an obligation of the Issuer arising under any provision of the listing, prospectus, disclosure or transparency rules (or equivalent rules of any other competent authority besides the London Stock Exchange plc).
- 23.11 The Agents are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Nothing in this Agreement shall require any Agent to carry on an activity of the kind specified by any provision of Part II (other than article 5 (accepting deposits)) of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, or to lend money to the Issuer.
- 23.12 Each Agent undertakes to inform the Issuer as soon as reasonably practicable if it is not, or ceases to be, a FATCA Exempt Party. If the Issuer determines, in its sole discretion, that the Issuer will be required to withhold or deduct any FATCA withholding in connection with any payment due on any Capital Securities, the Issuer will be entitled to re-direct or reorganise any such payment in any way that it sees fit in order that the payment may be made free from FATCA withholding, provided that any such redirection or reorganisation of any payment is made through a recognised institution of international standing and such payment is made in accordance with this Agreement.
- 23.13 The Issuer shall provide the Fiscal Agent for itself and for delivery to each other Agent with a copy of the certified list of persons authorised to take action on behalf of the Issuer in connection with this

Agreement and shall notify the Fiscal Agent and each other Agent immediately in writing if any of such persons ceases to be so authorised or if any additional person becomes so authorised. Unless and until notified of any such change, each Agent may rely on the certificate(s) most recently delivered to it and all instructions given in accordance with such certificate(s) shall be binding on the Issuer.

- 23.14 Each Agent shall be entitled to take any action or to refuse to take any action which such Agent regards as necessary for such Agent to comply with any applicable law, regulation or fiscal requirement, or the rules, operating procedures or market practice of any relevant stock exchange or other market or clearing system.
- 23.15 No Agent is obliged to and shall have no responsibility to (i) monitor whether the Issuer or any other party is complying with its obligations hereunder or under the Conditions or (ii) take any steps to ascertain whether any relevant event under the Conditions has occurred or determine whether any Enforcement Event has occurred at any time.
- 23.16 The Agents shall have no duty or responsibility in the case of any default by the Issuer in the performance of its obligations under the Conditions.
- 23.17 The Agents will treat information about the Issuer or any of the services provided hereunder (**Confidential Information**) as secret and confidential and will not, without the Issuer's prior written consent or authority, disclose to any third party the Confidential Information except in the following circumstances (in which case the Confidential Information may be disclosed to third parties, including members of the Agents' corporate group):
- (a) where necessary to perform the Agents' obligations under this Agreement; or
  - (b) where an Agent is under a legal or regulatory obligation to do so, or where the law permits it in certain limited circumstances to do so, or an Agent has been requested to do so by any legal, regulatory, governmental or fiscal body in any jurisdiction.
- 23.18 No Agent shall be required to undertake any act which, in its opinion, may be illegal or contrary to any law or regulation or policies relating to "know your customer" and anti-money laundering to which it is subject.
- 23.19 In order to comply with applicable tax laws (inclusive of any current and future laws, rules, regulations, intergovernmental agreements and interpretations thereof promulgated by competent authorities) related to this Agreement and the Capital Securities in effect from time to time (**Applicable Law**) that a foreign financial institution, issuer, trustee, paying agent or other party is or has agreed to be subject to, the Issuer agrees (i) to provide to the Agents (subject to any confidentiality requirements) sufficient information about the parties and/or transactions (including any modification to the terms of such transactions) so the Agents can determine whether it has tax related obligations under Applicable Law, (ii) that the Agents shall be entitled to make any withholding or deduction from payments to comply with Applicable Law for which the Agents shall not have any liability and (iii) to hold each Agent harmless for any losses it may suffer due to the actions it takes to comply with Applicable Law. The terms of this Clause shall survive the termination of this Agreement.
- 23.20 The Issuer shall provide each of the Agents with any certificates, reports and information it may require at any time in connection with this Agreement and the performance of its duties or exercise of its rights and none of the Agents shall be liable for or in respect of, any action taken, omitted to be taken or suffered by the Agent in reliance on such provided information, reports or certificates.



- 23.21 Each Agent shall be entitled to request clarification of any instruction or direction received by it from the Issuer, and to refrain from performing any obligation for which such clarification is required until such clarification is received, provided that no liabilities may arise therefrom.
- 23.22 Each party to this Agreement shall, within ten Business Days of a written request by another party, supply to that other party such forms, documentation and other information relating to it, its operations or any Capital Securities as that other party reasonably requests for the purposes of that other party's compliance with Applicable Law and shall notify the relevant other party reasonably promptly in the event that it becomes aware that any of the forms, documentation or other information provided by such party is (or becomes) inaccurate in any material respect; provided, however, that no party shall be required to provide any forms, documentation or other information pursuant to this Clause 23.22 to the extent that: (i) any such form, documentation or other information (or the information required to be provided on such form or documentation) is not reasonably available to such party and cannot be obtained by such party using reasonable efforts; or (ii) doing so would or might in the reasonable opinion of such party constitute a breach of any: (a) Applicable Law; (b) fiduciary duty; or (c) duty of confidentiality. For the purposes of this Clause 23.22, Applicable Law shall be deemed to include (i) any rule or practice of any Authority by which any party to this Agreement is bound or with which it is accustomed to comply; (ii) any agreement between any Authorities; and (iii) any agreement between any Authority and any party to this Agreement that is customarily entered into by institutions of a similar nature. In this Clause 23.22 **Applicable Law** and **Authority** shall have the meanings set out in Clause 7.6.

#### 24. TERMINATION OF APPOINTMENT

- 24.1 The Issuer may terminate the appointment of any Agent at any time and/or appoint additional or other Agents by giving to the Agent whose appointment is concerned and, where appropriate, the Fiscal Agent at least 60 days' prior written notice to that effect, provided that, so long as any of the Capital Securities is outstanding, (a) in the case of a Paying Agent, the notice shall not expire less than 30 days before any due date for distributions and (b) notice shall be given under Condition 15 at least 30 days before the removal or appointment of an Agent.
- 24.2 Notwithstanding the provisions of Clause 24.1, if at any time an Agent becomes incapable of acting, or is adjudged bankrupt or insolvent, or files a voluntary petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of an administrator, liquidator or administrative or other receiver of all or any substantial part of its property, or if an administrator, liquidator or administrative or other receiver of it or of all or a substantial part of its property is appointed, or it admits in writing its inability to pay or meet its debts as they may mature or suspends payment of its debts, or if an order of any court is entered approving any petition filed by or against it under the provisions of any applicable bankruptcy or insolvency law or if a public officer takes charge or control of the Agent or of its property or affairs for the purpose of rehabilitation, administration or liquidation, the Issuer may forthwith without notice terminate the appointment of the Agent, in which event notice shall be given to the holders of the Capital Securities under Condition 15 as soon as is practicable.
- 24.3 The termination of the appointment of an Agent under this Agreement shall not entitle the Agent to any amount by way of compensation but shall be without prejudice to any amount then accrued due.
- 24.4 Any Agent may resign its appointment at any time and without giving any reason or being responsible or liable for any costs incurred in connection with such resignation, by giving the Issuer and the Fiscal Agent at least 60 days' notice to that effect, which notice shall expire at least 30 days before or after any due date for payment in respect of the Capital Securities. If it is stipulated in this Agreement that any resignation or removal of an Agent shall not take effect before the appointment by the Issuer of a successor Agent, then the Issuer agrees with such Agent that if, by the day falling 10 days before the expiry of any notice, the Issuer has not appointed a successor Agent then such

Agent shall be entitled, on behalf and at the cost of the Issuer, to appoint in its place as a successor Agent a reputable financial institution of good standing which the Issuer shall approve (such approval to not be unnecessarily withheld or delayed). Following receipt of a notice of resignation from a Paying Agent, the Issuer shall promptly, and in any event not less than 30 days before the resignation takes effect, give notice to the holders of the Capital Securities under Condition 15.

24.5 Notwithstanding the provisions of Clauses 24.1, 24.2 and 24.4, so long as any of the Capital Securities is outstanding, the termination of the appointment of an Agent (whether by the Issuer or by the resignation of the Agent) shall not be effective unless upon the expiry of the relevant notice there is:

- (a) a Fiscal Agent and a Registrar; and
- (b) with effect from the First Call Date, and so long as any Capital Securities remain outstanding thereafter, there will be a Calculation Agent; and
- (c) so long as the Capital Securities are listed or admitted to trading on any stock exchange or admitted to listing or admitted to trading by any other relevant authority, a Paying Agent (which may be the Fiscal Agent) and a Transfer Agent with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange or other relevant authority; and
- (d) there will at all times be a Paying Agent and a Transfer Agent with a specified office in western Europe.

24.6 Any successor Agent shall execute and deliver to its predecessor, the Issuer and, where appropriate, the Fiscal Agent an instrument accepting the appointment under this Agreement, and the successor Agent, without any further act, deed or conveyance, shall become vested with all the authority, rights, powers, trusts, immunities, duties and obligations of the predecessor with like effect as if originally named as an Agent.

24.7 If the appointment of an Agent under this Agreement is terminated (whether by the Issuer or by the resignation of the relevant Agent), such Agent shall on the date on which the termination takes effect deliver at the cost of the Issuer to its successor Agent (or, if none, the Fiscal Agent) all Capital Securities surrendered to it but not yet destroyed and all records concerning the Capital Securities maintained by it (except such documents and records as it is obliged by law or regulation to retain or not to release) and pay to its successor Agent (or, if none, to the Fiscal Agent) the amounts (if any) held by it in respect of Capital Securities which have become due and payable but which have not been presented for payment, but shall have no other duties or responsibilities under this Agreement.

24.8 Notwithstanding any of the provisions in this Clause 24, the Issuer may at any time subject to consultation with the Agent, without notice appoint additional Agents and/or terminate the appointment of any Agent with 60 days' written notice (or such shorter period as may be agreed with the relevant Agent) if the Issuer determines that it will be required to withhold or deduct any FATCA withholding in connection with any payments due on the Capital Securities and such FATCA withholding would not have arisen but for the Agent not being, or having ceased to be a FATCA Exempt Party, in which case notice shall be given to the holders of the Capital Securities under Condition 15 as soon as is practicable.

24.9 If the Fiscal Agent or any of the other Agents shall change its specified office, it shall give to the Issuer and, where appropriate, the Fiscal Agent not less than 60 days' prior written notice to that effect giving the address of the new specified office. As soon as practicable thereafter and in any event at least 30 days before the change, the Fiscal Agent shall give to the holders of the Capital

Securities on behalf of and at the expense of the Issuer notice of the change and the address of the new specified office under Condition 15.

- 24.10 A corporation into which any Agent for the time being may be merged or converted or a corporation with which the Agent may be consolidated or a corporation resulting from a merger, conversion or consolidation to which the Agent shall be a party, any corporation to which such Agent shall sell or otherwise transfer all or substantially all of its assets or any corporation to which such Agent shall sell or otherwise transfer all or substantially all of its corporate trust business, shall, to the extent permitted by applicable law, be the successor Agent under this Agreement without the execution or filing of any paper or any further act on the part of any of the parties to this Agreement. Notice of any merger, conversion or consolidation shall forthwith be given to the Issuer and, where appropriate, the Fiscal Agent.

## 25. MEETINGS OF HOLDERS OF THE CAPITAL SECURITIES

The provisions of Schedule 3 shall apply to meetings of the holders of the Capital Securities and shall have effect in the same manner as if set out in this Agreement.

The Issuer and the Agents may call for and shall be at liberty to accept and place full reliance on as sufficient evidence thereof; (a) a certificate or letter or confirmation signed on behalf of Euroclear or Clearstream, Luxembourg or any form of record made by any of them to the effect that at any particular time or throughout any particular period any particular person is, was, or will be, shown in its records as entitled to a particular interest in a Global Certificate and (b) the Register as to the identity of a holder of Capital Securities for the purposes of payments.

## 26. NOTICES

Any notice required to be given under this Agreement to any of the parties to this Agreement shall be in English and shall be delivered in person, sent by pre-paid post (first class if inland, first class airmail if overseas), by email or by facsimile addressed to:

The Issuer:  
Oman Arab Bank SAOG  
Sultan Qaboos Street  
Ghubrah  
P.O. Box: 2010 – Ruwi  
PC 112  
Sultanate of Oman

Facsimile No: +968 24125123  
Email: Kartik.natarajan@oman-arabbank.com,  
Sulaiman.Ali@oman-arabbank.com  
Attention: Kartik Natarajan and Sulaiman Ali Nasser Al Hinai

The Fiscal Agent and  
Calculation Agent:  
Citibank N.A., London Branch  
Citigroup Centre  
Canada Square  
London E14 5LB  
United Kingdom

Facsimile No: +353 1 622 2210  
Email: ppapayments@citi.com  
Attention: Agency & Trust

The Registrar: Citigroup Global Markets Europe AG

Reuterweg 16  
60323 Frankfurt  
Federal Republic of Germany

Facsimile No: +49 69 1366 1429  
Email: frankfurt.agencyandtrust@citi.com  
Attention: German Agency & Trust Department (GTS)

The Transfer Agent: Citibank Europe plc  
1 North Wall Quay  
Dublin 1, Ireland

Facsimile No: +353 1 622 4030  
Email: DTC.transfers@citi.com  
Attention: Agency & Trust

or such other address of which notice in writing has been given to the other parties to this Agreement under the provisions of this Clause.

Any such notice shall take effect: (a) if delivered in person, at the time of delivery, if sent by post, three days in the case of inland post or seven days in the case of overseas post after despatch; (b) in the case of email, when sent, subject to no delivery failure notification being received by the sender within 24 hours of the time of sending; and (c) in the case of facsimile, 24 hours after the time of despatch, provided that in the case of a notice given by facsimile transmission such notice shall forthwith be confirmed by post. The failure of the addressee to receive such confirmation shall not invalidate the relevant notice given by facsimile.

At the request and expense of the Issuer, the Fiscal Agent shall arrange for the publication of all notices to holders of Capital Securities (other than those to be published by the Calculation Agent). Notices to holders of Capital Securities shall be published in accordance with the Conditions.

Each of the Fiscal Agent and the Registrar shall promptly forward to the Issuer any notice received by it from a holder of Capital Securities whether pursuant to Condition 11, whether electing to exchange a Global Certificate for Individual Certificates or otherwise.

The parties to this Agreement acknowledge that the internet, fax or other types of electronic communications cannot guarantee the integrity and safety of the transferred data nor the delay in which they will be processed. No Agent shall therefore be liable for any operational incident and its consequences arising from the use of internet. The Agents shall have no duty or obligation to verify or confirm that the person who sent instructions or directions is, in fact, a person authorised to give instructions on behalf of the Issuer and shall have no liability for any losses incurred or sustained by the Issuer as a result of such reliance upon or compliance with such instructions. The Issuer agrees that the indemnity set out in Clause 21 shall apply in respect of any loss suffered as a result of acting upon instructions and directions. Each Agent shall be entitled to request clarification of any instruction or direction received by it from the Issuer and the Agent shall refrain from acting unless and until those clarifications are received by it and shall have no liability for the consequence thereof.

## **27. TAXES AND STAMP DUTIES**

The Issuer agrees to pay any and all stamp and other documentary taxes or duties, assessments or government charges (including any interest and penalties thereon or in connection therewith) which may be payable in connection with the execution, delivery, performance and enforcement of this Agreement by the Agents.

## 28. CURRENCY INDEMNITY

If, under any applicable law and whether pursuant to a judgment being made or registered against the Issuer or in the liquidation, insolvency or any similar process of the Issuer or for any other reason, any payment under or in connection with this Agreement is made or falls to be satisfied in a currency (the **other currency**) other than that in which the relevant payment is expressed to be due (the **required currency**) under this Agreement, then, to the extent that the payment (when converted into the required currency at the rate of exchange on the date of payment or, if it is not practicable for the relevant Agent to purchase the required currency with the other currency on the date of payment, at the rate of exchange as soon thereafter as it is practicable for it to do so or, in the case of a liquidation, insolvency or analogous process, at the rate of exchange on the latest date permitted by applicable law for the determination of liabilities in such liquidation, insolvency or analogous process) actually received by the relevant Agent falls short of the amount due under the terms of this Agreement, the Issuer undertakes that it shall, as a separate and independent obligation, indemnify and hold harmless the Agent against the amount of the shortfall. For the purpose of this Clause 28, **rate of exchange** means the rate at which the relevant Agent is able on the London foreign exchange market on the relevant date to purchase the required currency with the other currency and shall take into account any premium and other reasonable costs of exchange.

## 29. COUNTERPARTS

This Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same agreement and any party may enter into this Agreement by executing a counterpart.

## 30. RECOGNITION OF BAIL-IN POWERS

30.1 Notwithstanding and to the exclusion of any other term of this Agreement or any other agreements, arrangements, or understanding between any BRRD Agent and any other party (whether or not a BRRD Agent) to this Agreement (each a **BRRD Counterparty**), each BRRD Counterparty acknowledges and accepts that a BRRD Liability arising under this Agreement may be subject to the exercise of Bail-in Powers by the Relevant Resolution Authority, and acknowledges, accepts and agrees to be bound by:

- (a) the effect of the exercise of Bail-in Powers by the Relevant Resolution Authority in relation to any BRRD Liability of the relevant BRRD Agent to each BRRD Counterparty under this Agreement, that (without limitation) may include and result in any of the following, or some combination thereof:
  - (i) the reduction of all, or a portion, of the BRRD Liability or outstanding amounts due thereon;
  - (ii) the conversion of all, or a portion, of the BRRD Liability into shares, other securities or other obligations of the relevant BRRD Agent or another person, and the issue to or conferral on the (or each) relevant BRRD Counterparty of such shares, securities or obligations;
  - (iii) the cancellation of the BRRD Liability; and/or
  - (iv) the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period; and

- (b) the variation of the terms of this Agreement, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of Bail-in Powers by the Relevant Resolution Authority.

30.2 The following definitions shall apply for the purposes of this Clause 30:

**Bail-In Legislation** means in relation to a member state of the EEA which has implemented, or which at any time implements, the BRRD, the relevant implementing law, regulation, rule or requirement as described in the EU Bail-in Legislation Schedule from time to time.

**Bail-in Powers** means any Write-down and Conversion Powers as defined in the EU Bail-in Legislation Schedule, in relation to the relevant Bail-in Legislation.

**BRRD** means Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms.

**BRRD Agent** means an Agent that is subject to Article 55 of the BRRD.

**BRRD Liability** means a liability in respect of which the relevant Bail-in Powers in the applicable Bail-in Legislation may be exercised.

**EU Bail-in Legislation Schedule** means the document described as such, then in effect, and published by the Loan Market Association (or any successor person) from time to time at <http://www.lma.eu.com/pages.aspx?p=499>.

**Relevant Resolution Authority** means the resolution authority with the ability to exercise any Bail-in Powers in relation to the relevant BRRD Agent.

### 31. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of any person which exists apart from that Act.

### 32. **MODIFICATION**

The Fiscal Agent and the Issuer may agree, without the consent of the holders of the Capital Securities, to:

- (a) any modification (except a Basic Terms Modification) of the Capital Securities or this Agreement which is, in the opinion of the Issuer, not prejudicial to the interests of the holders of the Capital Securities; or
- (b) any modification of the Capital Securities or this Agreement which is, in the opinion of the Issuer, of a formal, minor or technical nature or is made to correct a manifest or proven error or to comply with mandatory provisions of the law.

Any such modification shall be binding on the holders of the Capital Securities and any such modification shall be notified to the holders of the Capital Securities in accordance with Condition 15 as soon as practicable thereafter.

### 33. GOVERNING LAW AND DISPUTE RESOLUTION

- 33.1 This Agreement (including the remaining provisions of this Clause 33) and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law.
- 33.2 Any dispute, claim, difference or controversy arising out of, relating to or having any connection with this Agreement (including any dispute, claim, difference or controversy relating to any non-contractual obligations arising out of or in connection with it; and any dispute, claim, difference or controversy regarding its existence, validity, interpretation, performance, breach or termination or the consequences of its nullity) (a **Dispute**) shall be referred to and finally resolved by arbitration under the LCIA Arbitration Rules (the **Rules**), which Rules (as amended from time to time) are incorporated by reference into this Clause 33. For these purposes:
- (a) the seat of arbitration will be London;
  - (b) there shall be three arbitrators, each of whom shall be disinterested in the arbitration, shall have no connection with any party thereto and shall be an attorney experienced in international securities transactions; and
  - (c) the language of the arbitration shall be English.
- 33.3 The Issuer appoints Maples and Calder at its registered office at 11th Floor, 200 Aldersgate Street, London, EC1A 4HD, United Kingdom as its agent for service of process and undertakes that, in the event of Maples and Calder being unable or unwilling for any reason so to act, it will immediately (and in any event within 30 days of the event taking place) appoint another person as its agent for service of process in England in respect of any Disputes. Failure by a process agent to notify the person that appointed it of any process will not invalidate the relevant proceedings. Nothing herein shall affect the right to serve process in any other manner permitted by law.
- 33.4 The Issuer hereby irrevocably and unconditionally waives any right to claim sovereign or other immunity from jurisdiction or execution and any similar defence and irrevocably and unconditionally consents to the giving of any relief or the issue of any process, including, without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment made or given in connection with any Disputes.
- 33.5 This Agreement contains the whole agreement between the parties to this Agreement relating to the subject matter of this Agreement at the date of this Agreement to the exclusion of any terms implied by law which may be excluded by contract and supersedes any previous written or oral agreement between the parties in relation to the matters dealt with in this Agreement.

**THIS AGREEMENT** has been entered into on the date stated at the beginning of this Agreement.

## SCHEDULE 1

### FORM OF THE GLOBAL CERTIFICATE

**THIS SECURITY HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE SECURITIES ACT) OR ANY OTHER APPLICABLE U.S. STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT IN ACCORDANCE WITH THE AGENCY AGREEMENT AND PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT.**

ISIN: XS2346530244  
Common Code: 234653024

### OMAN ARAB BANK SAOG

*(Incorporated as a closed joint stock company under the laws of the Sultanate of Oman)*

### GLOBAL CERTIFICATE

representing

### U.S.\$250,000,000 PERPETUAL TIER 1 CAPITAL SECURITIES

Oman Arab Bank SAOG (the **Issuer**) hereby certifies that Citivic Nominees Limited is, at the date hereof, entered in the Register as the holder of the aggregate principal amount of U.S.\$250,000,000 (TWO HUNDRED AND FIFTY MILLION U.S. DOLLARS) of a duly authorised issue of Perpetual Tier 1 Capital Securities (the **Capital Securities**) described above by the Issuer. This Global Certificate is issued subject to, and with the benefit of, the Conditions and an Agency Agreement (the **Agency Agreement** which expression shall be construed as a reference to that agreement as the same may be amended, supplemented, novated or restated from time to time) dated 4 June 2021 and made between, *inter alios*, the Issuer, Citigroup Global Markets Europe AG (the **Registrar**) and the other Agents named in it.

This Global Certificate is issued subject to, and with the benefit of, the Conditions. References herein to the **Conditions** (or to any particular numbered Condition) shall be to the Conditions (or that particular one of them) set out in Part 2 of Schedule 2 to the Agency Agreement. Words and expressions defined or set out in the Conditions shall have the same meaning when used in this Global Certificate.

Subject to and in accordance with the Conditions, the registered holder of this Global Certificate is entitled to receive on such date(s) (if any) as all or any of the Capital Securities represented by this Global Certificate may become due and repayable in accordance with the Conditions, the amount payable under the Conditions in respect of the Capital Securities represented by this Global Certificate on each such date and distributions (if any) on the principal amount of the Capital Securities from time to time represented by this Global Certificate calculated and payable as provided in the Conditions together with any other sums payable under the Conditions, all in accordance with the Conditions.

On any redemption or a distribution being made in respect of, or purchase and cancellation of, any of the Capital Securities represented by this Global Certificate, details of such redemption, distribution or purchase and cancellation (as the case may be) shall be entered by the Registrar in the Register. Upon any such redemption or purchase and cancellation, the principal amount of the Capital Securities held by the registered holder hereof shall be reduced by the principal amount of the Capital Securities so redeemed or purchased and cancelled. The principal amount of the Capital Securities held by the registered holder hereof shall be



the aggregate principal amount stated in the Conditions or, if lower, the principal amount most recently entered in the Register.

Capital Securities represented by this Global Certificate are transferable only in accordance with, and subject to, the provisions of this Global Certificate and of Condition 3 and the rules and operating procedures of Euroclear Bank SA/NV (**Euroclear**) and Clearstream Banking S.A. (**Clearstream, Luxembourg**). Upon the exchange of this Global Certificate (in whole but not in part) for individual certificates (each, an **Individual Certificate**) (only upon the occurrence of an Exchange Event (as defined below)), details of such exchange shall be entered by or on behalf of the Registrar in the Register.

Upon any such exchange, title to a Capital Security may be transferred into the names of holders notified by the registered holder of this Global Certificate in accordance with the Conditions, provided that the principal amount of the Capital Securities transferred shall be an authorised denomination and the Individual Certificates in respect of Capital Securities so transferred may not be available until 21 days after the request for transfer is duly made.

The Registrar will not register title to the Capital Securities in a name other than that of the registered holder of this Global Certificate for a period of seven calendar days preceding the due date for any payment of principal or distributions in respect of the Capital Securities.

An **Exchange Event** means:

- (a) an Event of Default (as set out in Condition 11) has occurred; or
- (b) the Issuer has been notified that Euroclear or Clearstream, Luxembourg has been closed for business for a continuous period of 14 days (other than by reason of legal holiday) or has announced an intention permanently to cease business or has in fact done so and no successor or alternative clearing system is available.

Transfers of book-entry interests in the Capital Securities will be effected through the records of Euroclear and Clearstream, Luxembourg and their respective participants in accordance with the rules and procedures of Euroclear and Clearstream, Luxembourg and their respective direct and indirect participants.

Subject as provided in the following paragraph, until the exchange of the whole of this Global Certificate as aforesaid, the registered holder hereof shall in all respects be entitled to the same benefits as if he were the registered holder of the Capital Securities represented by this Global Certificate.

For so long as all of the Capital Securities are represented by this Global Certificate and this Global Certificate is held on behalf of Euroclear and/or Clearstream, Luxembourg, as the case may be, each person (other than another clearing system) who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg (as the case may be) as the holder of a particular aggregate principal amount of such Capital Securities (each an **Accountholder**) (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg (as the case may be) as to the aggregate principal amount of such Capital Securities standing to the account by any person shall, in the absence of manifest error, be conclusive and binding for all purposes) shall be treated as the holder of such aggregate principal amount of such Capital Securities (and the expression "holders of the Capital Securities" and references to "holding of Capital Securities" and to "holder of Capital Securities" shall be construed accordingly) for all purposes other than with respect to payments on such Capital Securities, the right to which shall be vested, as against the Issuer, solely in the registered holder of this Global Certificate in accordance with and subject to the terms of this Global Certificate. Each Accountholder must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for its share of each payment made to the registered holder of this Global Certificate.

This Global Certificate is not a document of title. Entitlements are determined by entry in the Register and only the duly registered holder from time to time is entitled to payment in respect of this Global Certificate.

In the event that this Global Certificate (or any part of it) has become due and repayable in accordance with the Conditions and payment in full of the amount due has not been made to the registered holder of this Global Certificate in accordance with the provisions set out above then holders of interests in this Global Certificate will become entitled to proceed directly against the Issuer on the basis of statements of account provided by Euroclear and Clearstream, Luxembourg, as the case may be, with all rights which such holder would have had if, prior to that time, it was entered in the register as the registered holder of such Capital Securities.

Payments of principal, premium (if any) and distributions in respect of Capital Securities represented by this Global Certificate will be made upon presentation or, if no further payment falls to be made in respect of the Capital Securities, against presentation and surrender of this Global Certificate to or to the order of the Registrar or such other Agent as shall have been notified to the holder of this Global Certificate for such purpose.

Distributions of amounts with respect to book-entry interests in this Global Certificate will be credited, to the extent received by the Registrar, to the cash accounts of Euroclear or Clearstream, Luxembourg participants in accordance with the relevant system's rules and procedures.

A record of each payment made will be entered by or on behalf of the Registrar in the Register and shall be *prima facie* evidence that payment has been made.

So long as all the Capital Securities are represented by this Global Certificate and this Global Certificate is registered in the name of a nominee for Euroclear and Clearstream, Luxembourg, the record date will be close of business on the business day (being for this purpose a day on which Euroclear and Clearstream, Luxembourg are open for business) before the relevant due date.

So long as all the Capital Securities are represented by this Global Certificate and this Global Certificate is held on behalf of a clearing system, notices to holders of the Capital Securities may be given by delivery of the relevant notice to that clearing system for communication by it to entitled Accountholders in substitution for notification as required by the Conditions. Notice may be given by any holder of a Capital Security to the Registrar through Euroclear and/or Clearstream, Luxembourg (as the case may be), in such manner as the Registrar, and Euroclear and/or Clearstream, Luxembourg (as the case may be) may approve for this purpose.

This Global Certificate shall not be valid for any purpose unless and until it has been authenticated by or on behalf of the Registrar.

If any provision in or obligation under this Global Certificate is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair (i) the validity, legality or enforceability under the law of that jurisdiction of any other provision in or obligation under this Global Certificate, and (ii) the validity, legality or enforceability under the law of any other jurisdiction of that or any other provision in or obligation under this Global Certificate.

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Global Certificate, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

This Global Certificate and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law.

**IN WITNESS** whereof the Issuer has caused this Global Certificate to be signed as a deed by a person duly authorised on its behalf.

Executed as a deed )  
by **OMAN ARAB BANK SAOG** )  
acting by )  
acting on the authority )  
of that company )  
in the presence of: )

Witness: .....

Name: .....

Address: .....

Dated: 4 June 2021

**AUTHENTICATED** for and on behalf of  
**CITIGROUP GLOBAL MARKETS EUROPE AG**  
as Registrar without recourse, warranty  
or liability

By: .....  
(*duly authorised*)

Witness: .....

Name: .....

Address: .....

## SCHEDULE 2

### FORM OF INDIVIDUAL CERTIFICATE AND CONDITIONS OF THE CAPITAL SECURITIES

#### PART 1

#### FORM OF INDIVIDUAL CERTIFICATE

**THIS SECURITY HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE SECURITIES ACT), OR ANY OTHER APPLICABLE U.S. STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT IN ACCORDANCE WITH THE AGENCY AGREEMENT AND PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT.**

*(Face of Capital Security)*

U.S.\$[       ]

XS2346530244

No. [Serial No.]

#### OMAN ARAB BANK SAOG

*(Incorporated as a closed joint stock company under the laws of the Sultanate of Oman)*

**representing**

#### **U.S.\$250,000,000 PERPETUAL TIER 1 CAPITAL SECURITIES**

Oman Arab Bank SAOG (the **Issuer**) hereby certifies that [       ] is/are, at the date of this Individual Certificate, entered in the Register as the holder(s) of the aggregate principal amount of [       ] of a duly authorised issue of U.S.\$250,000,000 Perpetual Tier 1 Capital Securities by the Issuer (the **Capital Securities**) described, and having the provisions specified, in the attached terms and conditions (the **Conditions**).

Words and expressions defined or set out in the Conditions shall have the same meaning when used in this Individual Certificate.

This Individual Certificate is issued subject to, and with the benefit of, the Conditions and an Agency Agreement (the **Agency Agreement**, which expression shall be construed as a reference to that agreement as the same may be amended, supplemented, novated or restated from time to time) dated 4 June 2021 and made between, *inter alios*, the Issuer, Citigroup Global Markets Europe AG (the **Registrar**) and the other parties named in it.

Subject to and in accordance with the Conditions, the registered holder(s) of the Capital Securities represented by this Individual Certificate is/are entitled to receive on such date(s) (if any) as the Capital Securities may become due and repayable in accordance with the Conditions, the amount payable under the Conditions in respect of the Capital Securities represented by this Individual Certificate on each such due date and distributions (if any) on the principal amount of the Capital Securities represented by this Individual Certificate calculated and payable as provided in the Conditions together with any other sums payable under the Conditions, all in accordance with the Conditions.

This Individual Certificate is not a document of title. Entitlements are determined by entry in the Register and only the duly registered holder from time to time is entitled to payment in respect of this Individual Certificate.

This Individual Certificate shall not become valid for any purpose unless and until it has been authenticated by or on behalf of the Registrar.

If any provision in or obligation under this Individual Certificate is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair (i) the validity, legality or enforceability under the law of that jurisdiction of any other provision in or obligation under this Individual Certificate, and (ii) the validity, legality or enforceability under the law of any other jurisdiction of that or any other provision in or obligation under this Individual Certificate.

**IN WITNESS** whereof this Individual Certificate has been executed on behalf of the Issuer.

Dated:

**OMAN ARAB BANK SAOG**

By:.....  
*(duly authorised)*

|   |
|---|
| Authenticated without recourse, warranty or liability by<br>or on behalf of<br><br><b>CITIGROUP GLOBAL MARKETS EUROPE AG</b><br><br>By: |
|---|

*(Reverse of Certificate)*

**CONDITIONS OF THE CAPITAL SECURITIES**

(as contained in Part 2 of Schedule 2)

**CALCULATION AGENT AND FISCAL AGENT**

**CITIBANK N.A., LONDON BRANCH** and/or such other or further Calculation Agent, Fiscal Agent and/or Paying Agents and/or specified offices as may from time to time be appointed by the Issuer and notice of which has been given to the holders of the Capital Securities.

**REGISTRAR**

**CITIGROUP GLOBAL MARKETS EUROPE AG** and/or such other or further Registrar and/or specified offices as may from time to time be appointed by the Issuer and notice of which has been given to the holders of the Capital Securities.

**TRANSFER AGENT**

**CITIBANK EUROPE PLC** and/or such other or further Transfer Agent and/or specified offices as may from time to time be appointed by the Issuer and notice of which has been given to the holders of the Capital Securities.

**FORM OF TRANSFER**

**FOR VALUE RECEIVED** the undersigned sell(s), assign(s) and transfer(s) to:

.....  
.....  
.....

(Please print or type name and address (including postal code) of transferee)

U.S.\$[        ] principal amount of this Capital Security and all rights under this Capital Security, irrevocably constituting and appointing Citigroup Global Markets Europe AG as attorney to transfer the principal amount of this Capital Security in the register maintained by Oman Arab Bank SAOG with full power of substitution.

Signature(s) .....

.....

Date: .....

**NOTE:**

1. This form of transfer must be accompanied by such documents, evidence and information as may be required pursuant to the Conditions endorsed on the Capital Security to which this form of transfer relates and must be executed under the hand of the transferor or, if the transferor is a corporation, this form of transfer must be executed either under its common seal or under the hand of two of its officers duly authorised in writing and, in the latter case, the document so authorising the officers must be delivered with this form of transfer.
2. The signature(s) on this form of transfer must correspond with the name(s) as it/they appear(s) on the face of this Capital Security in every particular, without alteration or enlargement or any change whatever.

## PART 2

### TERMS AND CONDITIONS OF THE CAPITAL SECURITIES

*The following are the Terms and Conditions of the Capital Securities which (save for the text in italics) will be incorporated by reference into the Global Certificate (as defined below) and endorsed on each Individual Certificate issued in respect of the Capital Securities:*

Each of the U.S.\$250,000,000 Perpetual Tier 1 Capital Securities, and any further capital securities issued pursuant to Condition 16 (*Further Issues*), (the **Capital Securities**) is issued by Oman Arab Bank SAOG in its capacity as issuer (the **Bank**) pursuant to the Agency Agreement (as defined below).

Payments relating to the Capital Securities will be made pursuant to an agency agreement dated the Issue Date (the **Agency Agreement**) made between the Bank, Citibank N.A., London Branch with its specified office at Agency and Trust Services, Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom as fiscal agent and principal paying agent (in such capacity, the **Fiscal Agent** and together with any further or other paying agents appointed from time to time in respect of the Capital Securities, the **Paying Agents**), Citigroup Global Markets Europe AG with its specified office at Reuterweg 16, 60323 Frankfurt, Federal Republic of Germany as registrar (in such capacity, the **Registrar**) Citibank Europe plc with its registered office at 1 North Wall Quay, Dublin 1, Ireland as transfer agent (in such capacity, the **Transfer Agent** and, together with the Registrar and any further or other transfer agents appointed from time to time in respect of the Capital Securities, the **Transfer Agents**) and Citibank N.A., London Branch with its specified office at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom as calculation agent (the **Calculation Agent**, which expression includes the Calculation Agent for the time being). The Paying Agents, the Calculation Agent and the Transfer Agents are together referred to in these terms and conditions (the **Conditions**) as the **Agents**. References to the Agents or any of them shall include their successors.

Any reference to **holders** in relation to any Capital Securities shall mean the persons in whose name the Capital Securities are registered and shall, in relation to any Capital Securities represented by a Global Certificate, be construed as provided below.

Copies of the Agency Agreement are obtainable during normal business hours at the specified office of the Agents. The holders of the Capital Securities are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Agency Agreement. The statements in the Conditions include summaries of, and are subject to, the detailed provisions of the Agency Agreement.

#### 1. INTERPRETATION

Words and expressions defined in the Agency Agreement shall have the same meanings where used in these Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of any inconsistency between any such document and these Conditions, these Conditions will prevail. In addition, in these Conditions the following expressions have the following meanings:

**Additional Amounts** has the meaning given to it in Condition 12 (*Taxation*);

**Applicable Regulatory Capital Requirements** means any requirements contained in the Capital Regulations for the maintenance of capital from time to time applicable to the Bank, including transitional rules and waivers granted in respect of the foregoing;

**Authorised Denomination** has the meaning given it in Condition 2.1 (*Form and Denomination*);



**Authorised Signatories** means the persons listed from time to time on the Bank's commercial registration certificate registered with the Ministry of Commerce and Industry in Oman;

**Basel Committee** means the Basel Committee on Banking Supervision;

**Basel III** means the reforms to the international regulatory capital framework issued by the Basel Committee as part of a package of new capital and liquidity requirements intended to reinforce capital standards and to establish minimum liquidity standards for international credit institutions (including guidance on the eligibility criteria for tier 1 capital instruments and tier 2 capital instruments);

**Basel III Documents** means the Basel Committee on Banking Supervision document "A global regulatory framework for more resilient banks and banking systems" released by the Basel Committee on 16 December 2010 and revised in June 2011 and the Annex contained in its document "Basel Committee issues final elements of the reforms to raise the quality of regulatory capital" released by the Basel Committee on 13 January 2011 each as revised, amended or supplemented from time to time;

**Business Day** means a day, other than a Friday, Saturday, Sunday or public holiday, on which registered banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in New York City, London and Muscat;

**Call Date** has the meaning given to it in Condition 9.1(b) (*Bank's Call Option*);

**Capital Event** is deemed to have occurred if the Bank is notified in writing by the Regulator to the effect that the outstanding principal amount (or the amount that qualifies as regulatory capital, if some amount of the Capital Securities are held by the Bank or whose purchase is funded by the Bank) of the Capital Securities would cease to qualify, in full, for inclusion in the consolidated Tier 1 Capital of the Bank (save where such non-qualification is only as a result of any applicable limitation on the amount of such capital);

**Capital Event Redemption Amount** in relation to a Capital Security means 101 per cent. of its outstanding principal amount together with any Outstanding Payments;

**Capital Regulations** means, at any time, the regulations, requirements, guidelines and policies relating to capital adequacy then in effect in Oman, including those of the Regulator (which shall include, without limitation, the CBO's CP-1 Guidelines on Regulatory capital under Basel III issued via the CBO circular BM1114 dated 17 November 2013);

**CBO** means the Central Bank of Oman;

**Clearstream, Luxembourg** has the meaning given to it in Condition 2.1 (*Form and Denomination*);

**Code** has the meaning given to it in Condition 7.1 (*Payments in respect of Individual Certificates*);

**Common Equity Tier 1 Capital** means capital qualifying as, and approved by the Regulator as, common equity tier 1 capital in accordance with the Capital Regulations and, as common equity tier 1 capital as implemented in the Applicable Regulatory Capital Requirements at such time;

**Day-count Fraction** means the number of days in the relevant period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months and, in the case of an incomplete month, the number of days elapsed of the Interest Period in which the relevant period falls (including the first such day but excluding the last));

**Designated Account** has the meaning given to it in Condition 7.1 (*Payments in respect of Individual Certificates*);

**Designated Bank** has the meaning given to it in Condition 7.1 (*Payments in respect of Individual Certificates*);

**Determination Date** means, in respect of a Reset Period, the third Business Day prior to the commencement of such Reset Period;

**Directors** means the executive and non-executive directors of the Bank who make up its board of directors;

**Dispute** has the meaning given to it in Condition 19.2 (*Arbitration*);

**Distributable Items** means the Bank's accumulated and realised profits (to the extent not previously distributed or capitalised), less accumulated losses, all as set out in the most recent audited or (as the case may be) auditor reviewed financial statements of the Bank as approved by the CBO;

**Dividend Stopper Date** has the meaning given to it in Condition 6.4 (*Dividend and Redemption Restrictions*);

**Early Redemption Amount** means, in relation to a Capital Security, its outstanding principal amount together with any Outstanding Payments;

**Euroclear** has the meaning given to it in Condition 2.1 (*Form and Denomination*);

**Event of Default** means:

- (a) **Non-payment:** the Bank fails to pay an amount in the nature of principal or interest due and payable by it pursuant to the Conditions and the failure continues for a period of seven days in the case of principal and 14 days in the case of interest (save in each case where such failure occurs solely as a result of the occurrence of a Non-Payment Event or the Bank making a Non-Payment Election); or
- (b) **Insolvency:** a final determination is made by a court or other official body that the Bank is insolvent or bankrupt or unable to pay its debts; or
- (c) **Winding-up:** an administrator is appointed, an order is made by a court of competent jurisdiction or an effective resolution passed for the winding-up or dissolution or administration of the Bank or the Bank shall apply or petition for a winding-up or administration order in respect of itself or cease, or through an official action of its board of directors threaten to cease, to carry on all or substantially all of its business or operations, in each case except: (i) for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidation on terms approved by an Extraordinary Resolution of the holders of the Capital Securities; or (ii) for any step or procedure which is part of a solvent reconstruction or amalgamation approved by any court of competent jurisdiction or other competent authority; or
- (d) **Analogous Event:** any event occurs which under the laws of Oman has an analogous effect to any of the events referred to in paragraph (b) or (c) above.

References in subparagraph (b) (*Insolvency*) above to **debts** shall be deemed to include any debt or other financing arrangement issued (or intended to be issued) in compliance with the principles of *Shari'a* and which is treated as debt for the purposes of applicable law, in each case whether entered into directly or indirectly by the Bank;

**Extraordinary Resolution** has the meaning given to it in the Agency Agreement;

**First Call Date** means 4 June 2026;

**First Interest Payment Date** means 4 December 2021;

**Global Certificate** means the global registered certificate;

**H.15 (519)** means the weekly statistical release designated as such, or any successor publication, published by the Board of Governors of the United States Federal Reserve System and **most recent H.15 (519)** means the H.15 (519) published closest in time but prior to the applicable U.S. Government Securities Determination Date. H.15 (519) may be currently obtained at the following website: <https://www.federalreserve.gov/releases/h15/>;

**Individual Certificate** means a registered certificate in definitive form;

**Initial Interest Rate** has the meaning given to it in Condition 5.1 (*Interest Payments*);

**Initial Margin** has the meaning given to it in Condition 5.1 (*Interest Payments*);

**Initial Period** means the period from and including the Issue Date, to but excluding the First Call Date;

**Interest Payment Amount** means the amount of interest payable, subject to Condition 6 (*Interest Restrictions*) and Condition 7 (*Payments*), on each Interest Payment Date;

**Interest Payment Date** means each 4 June and 4 December in each year, starting on (and including) 4 December 2021;

**Interest Period** means the period from and including the Issue Date to, but excluding, the First Interest Payment Date, and each successive period from and including an Interest Payment Date to but excluding the next Interest Payment Date;

**Interest Rate** means, in respect of the Initial Period, the Initial Interest Rate, and, in respect of each Reset Period thereafter, the Reset Interest Rate;

**Issue Date** means 4 June 2021;

**Junior Obligations** means all claims of the holders of Ordinary Shares and all payment obligations of the Bank in respect of its Other Common Equity Tier 1 Instruments and any other subordinated payment obligations of the Bank that rank, or are expressed to rank, junior to the Capital Securities;

**LCIA** means the London Court of International Arbitration;

**Non-Payment Election** has the meaning given to it in Condition 6.2 (*Non-Payment Election*);

**Non-Payment Event** has the meaning given to it in Condition 6.1 (*Non-Payment Event*);

**Non-Viability Event** means that:

- (a) the Regulator has notified the Bank in writing that it has determined that the Bank is, or will become, Non-Viable without a Write-down; or
- (b) a decision is taken to make a public sector injection of capital (or equivalent support) without which the Bank is, or will become, Non-Viable,

whichever is earlier;

**Non-Viability Event Write-down Date** shall be the date on which the Write-down will take place as specified in the Non-Viability Notice, which date shall be no later than 10 Business Days (or such earlier date as determined by the Regulator) after the date of the Non-Viability Notice;

**Non-Viability Notice** has the meaning given to it in Condition 10 (*Write-down at the Point of Non-Viability*);

**Non-Viable** means in relation to the Bank: (a) insolvent, bankrupt, unable to pay a material part of its obligations as they fall due or unable to carry on its business; or (b) any other event or circumstance which is specified as constituting non-viability by the Regulator or as is set out in the applicable banking regulations;

**Obligations** has the meaning given to it in Condition 4.2 (*Subordination of the Capital Securities*);

**Oman** means the Sultanate of Oman;

**Ordinary Shares** means ordinary shares of the Bank;

**Other Common Equity Tier 1 Instruments** means securities issued by the Bank that constitute Common Equity Tier 1 Capital of the Bank other than Ordinary Shares;

**Outstanding Payments** means, in relation to any amounts payable on redemption of the Capital Securities, an amount representing any due and payable but unpaid interest for the Interest Period during which redemption occurs to the date of redemption. For the avoidance of doubt, the obligation to pay Outstanding Payments is without prejudice to the Bank's right to elect not to pay earlier Interest Payment Amounts or to the non-payment of such amounts as a result of a Non-Payment Event having occurred;

**Pari Passu Obligations** means all subordinated payment obligations of the Bank which rank, or are expressed to rank, *pari passu* with the Obligations;

**Payment Day** has the meaning given to it in Condition 7.3 (*Payment Day*);

**Qualifying Tier 1 Instruments** means instruments (whether securities, trust certificates, interests in limited partnerships or otherwise) other than Ordinary Shares or Other Common Equity Tier 1 Instruments, issued directly or indirectly by the Bank that:

- (a) will be eligible to constitute (or would, but for any applicable limitation on the amount of such capital, constitute) Tier 1 Capital;
- (b) have terms and conditions not materially less favourable to a holder of the Capital Securities than the Capital Securities (as reasonably determined by the Bank (**provided that** in making this determination the Bank is not required to take into account the tax treatment of the new instrument in the hands of all or any holders of the Capital Securities, or any transfer or similar taxes that may apply on the acquisition of the new instrument) **provided that** a certification to such effect of two Directors shall have been delivered to the Fiscal Agent prior to the variation of the terms of the Conditions);
- (c) continue to be obligations of the Bank, directly or indirectly or by a guarantee or equivalent support undertaking by the Bank;
- (d) rank on a winding up at least *pari passu* with the Obligations;

- (e) have the same outstanding principal amount and interest payment dates as the Capital Securities and at least equal interest or distribution rate or rate of return as the Capital Securities;
- (f) (where the instruments are varied prior to the First Call Date) have the same first call date as the Capital Securities;
- (g) have the same optional redemption dates as the Capital Securities; and
- (h) if, immediately prior to the variation of the terms of the Capital Securities in accordance with Condition 9.1(c) (*Redemption or Variation due to Taxation*) or Condition 9.1(d) (*Redemption or Variation for Capital Event*) (i) the Capital Securities were listed or admitted to trading on a Regulated Market, have been listed or admitted to trading on a Regulated Market; or (ii) the Capital Securities were listed or admitted to trading on a recognised stock exchange other than a Regulated Market, have been listed or admitted to trading on any recognised stock exchange (including, without limitation, a Regulated Market), in each case as selected by the Bank,

and which may include such technical changes as necessary to reflect the requirements of Tier 1 Capital under the Capital Regulations then applicable to the Bank (including, without limitation, such technical changes as may be required in connection with, or as a result of the adoption or implementation in Oman of the Basel III Documents);

**Record Date** means in the case of the payment of interest, the date falling on the 15<sup>th</sup> day (whether or not such 15<sup>th</sup> day is a business day) before the relevant Interest Payment Date and, in the case of the payment of a Redemption Amount, the date falling two Payment Days before the date for payment of the relevant Redemption Amount (as the case may be);

**Redemption Amount** means the Early Redemption Amount, the Tax Redemption Amount or the Capital Event Redemption Amount (as the case may be);

**Register** has the meaning given to it in Condition 2.1 (*Form and Denomination*);

**Regulated Market** means a regulated market for the purposes of Directive 2014/65/EU, as amended;

**Regulator** means the CBO or any successor entity having primary bank supervisory authority with respect to the Bank in Oman;

**Relevant Date** means the date on which the payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Fiscal Agent on or prior to the due date, Relevant Date means the date on which, the full amount of the moneys having been so received, notice to that effect is duly given to holders of the Capital Securities in accordance with Condition 15 (*Notices*);

**Relevant Five Year Reset Rate** means, in respect of each Reset Period: (a) a rate (expressed as a decimal and, in the case of U.S. Treasury bills, converted to a bond equivalent yield) determined on the relevant U.S. Securities Determination Date to be the per annum rate equal to the weekly average yield to maturity for U.S. Treasury securities with a maturity of five years and trading in the public securities markets; or (b) if there is no such published U.S. Treasury security with a maturity of five years and trading in the public securities markets, then the rate will be determined on the relevant U.S. Securities Determination Date by interpolation between the most recent weekly average yield to maturity for two series of U.S. Treasury securities trading in the public securities market: (i) one maturing as close as possible to, but earlier than, the immediately following Reset Date; and (ii) the

other maturity as close as possible to, but later than the immediately following Reset Date, in each case as published in the most recent H.15 (519). If the Bank cannot procure the determination of the Relevant Five Year Reset Rate on the relevant Determination Date pursuant to the methods described in (a) and (b) above, then the Relevant Five Year Reset Rate will be: (A) equal to the rate applicable to the immediately preceding Reset Period; or (B) in the case of the Reset Period commencing on the First Call Date, 0.818 per cent.;

**Replacement Agent** means the Registrar and the Transfer Agents;

**Reset Date** means the First Call Date and every fifth anniversary thereafter;

**Reset Interest Rate** means, in respect of any Reset Period, the rate per annum which is determined by the Calculation Agent to be the aggregate of the Initial Margin and the Relevant Five Year Reset Rate;

**Reset Period** means the period from and including the First Call Date to, but excluding, the following Reset Date, and each successive period thereafter from and including such Reset Date to the next succeeding Reset Date;

**Rules** has the meaning given to it in Condition 19.2 (*Arbitration*);

**Senior Obligations** means all unsubordinated payment obligations of the Bank (including deposit holders) and all subordinated payment obligations (if any) of the Bank to which the Obligations rank, or are expressed to rank, junior;

**Tax Event** means on the occasion of the next payment due under the Capital Securities, the Bank has or will become obliged to pay Additional Amounts (whether or not a Non-Payment Event has occurred or a Non-Payment Election has been made), as a result of any change in, or amendment to, the laws, published practice or regulations of Oman or any change in the application or interpretation of such laws or regulations, which change or amendment becomes effective on or after the Issue Date (and such requirement cannot be avoided by the Bank taking reasonable measures available to it);

**Tax Redemption Amount** in relation to a Capital Security, means its outstanding principal amount together with any Outstanding Payments;

**Tier 1 Capital** means capital qualifying as, and approved by the Regulator as, tier 1 capital in accordance with the Capital Regulations;

**U.S. Government Securities Business Day** means any day except for a Saturday, Sunday or a day on which the U.S. Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities;

**U.S. Securities Determination Date** means the second U.S. Government Securities Business Day before the commencement of the Reset Period for which the rate will apply; and

**Write-down** means:

- (a) the Capital Securities shall be cancelled (in the case of a write-down in whole) or written-down in part on a *pro rata* basis (in the case of a write-down in part) as determined by the Bank in conjunction with the Regulator in accordance with the Capital Regulations; and
- (b) all rights of any holder of Capital Securities for payment of any amounts under or in respect of the Capital Securities (including, without limitation, any amounts arising as a result of, or

due and payable upon the occurrence of, an Event of Default) shall, as the case may be, be cancelled in whole or written-down in part *pro rata* among the holders of the Capital Securities and, in each case, not restored under any circumstances, irrespective of whether such amounts have become due and payable prior to the date of the Non-Viability Notice or the Non-Viability Event Write-down Date.

For the avoidance of doubt, with respect to paragraphs (a) and (b) of this definition, the Write-down will be full and permanent where the Regulator has determined, under paragraph (b) in the definition of "Non-Viability Event", that a public sector injection of capital (or equivalent support) is required and shall occur prior to any such public sector injection of capital (or equivalent support).

All references in these Conditions to **U.S. dollars**, **U.S.\$** and **\$** are to the lawful currency of the United States of America.

## **2. FORM, DENOMINATION AND TITLE**

### **2.1 Form and Denomination**

The Capital Securities are issued in registered form in principal amounts of U.S.\$200,000 each and integral multiples of U.S.\$1,000 in excess thereof (each an **Authorised Denomination**). A Capital Security will be issued to each holder of the Capital Securities in respect of its registered holding of Capital Securities. Each Individual Certificate will be numbered serially with an identifying number which will be recorded on the relevant Individual Certificate and in the register of holders of the Capital Securities (the **Register**).

Upon issue, the Capital Securities will be represented by a Global Certificate which will be deposited with, and registered in the name of a nominee for, a common depository for Euroclear Bank SA/NV (**Euroclear**) and Clearstream Banking S.A. (**Clearstream, Luxembourg**). Ownership interests in the Global Certificate will be shown on, and transfers thereof will only be effected through, records maintained by Euroclear and Clearstream, Luxembourg (as applicable), and their respective participants. The Conditions are modified by certain provisions contained in the Global Certificate.

### **2.2 Title**

The holder of any Capital Security will (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest or any writing on, or the theft or loss of, the certificate issued in respect of it) and no person will be liable for so treating the holder.

For so long as any of the Capital Securities is represented by a Global Certificate held on behalf of Euroclear and/or Clearstream, Luxembourg, each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg as the holder of a particular principal amount of such Capital Securities (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the principal amount of such Capital Securities standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by each of the Bank and the Agents as the holder of such principal amount of such Capital Securities for all purposes other than with respect to the payment of principal or interest on such principal amount of such Capital Securities, for which purpose the registered holder of the Global Certificate shall be treated by each of the Bank and any Agent as the holder of such principal amount of such Capital Securities in accordance with and subject to the terms of the Global Certificate.

### **3. TRANSFERS OF CAPITAL SECURITIES AND EXCHANGE FOR INDIVIDUAL CERTIFICATES**

#### **3.1 Transfers of interests in a Global Certificate**

Capital Securities which are represented by a Global Certificate will be transferable only in accordance with the rules and procedures for the time being of Euroclear and/or Clearstream, Luxembourg (as the case may be).

#### **3.2 Transfer of Individual Certificates**

Subject to the conditions set forth in the Agency Agreement, an Individual Certificate may be transferred in whole or in part (in Authorised Denominations). In order to effect any such transfer: (a) the holder or holders must (i) surrender the Capital Security for registration of the transfer of the Capital Security (or the relevant part of the Capital Security) at the specified office of any Transfer Agent, with the form of transfer thereon duly executed by the holder or holders thereof or his or their attorney or attorneys duly authorised in writing and (ii) complete and deposit such other certifications as may be required by the relevant Transfer Agent; and (b) the relevant Transfer Agent must, after due and careful enquiry, be satisfied with the documents of title and the identity of the person making the request. Any such transfer will be subject to such reasonable regulations as the Bank and the Registrar may from time to time prescribe (the initial such regulations being set out in Schedule 4 to the Agency Agreement). Subject as provided above, the relevant Transfer Agent will, within five business days (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar and the relevant Transfer Agent is located) of the request (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations), authenticate and deliver, or procure the authentication and delivery of, at its specified office to the transferee or (at the risk of the transferee) send by uninsured mail, to such address as the transferee may request, a new Individual Certificate of a like aggregate principal amount to the Capital Security (or the relevant part of the Capital Security) transferred. In the case of the transfer of part only of an Individual Certificate, a new Individual Certificate in respect of the balance of the Capital Security not transferred will be so authenticated and delivered or (at the risk of the transferor) sent to the transferor.

#### **3.3 Costs of registration**

Holders of the Capital Securities will not be required to bear the costs and expenses of effecting any registration of transfer as provided above, except for any costs or expenses of delivery other than by regular uninsured mail and except that the Bank may require the payment of a sum sufficient to cover any stamp duty, tax or other governmental charge that may be imposed in relation to the registration.

#### **3.4 Exchange for Individual Certificates**

Interests in the Global Certificate will be exchangeable (free of charge), in whole but not in part, for Individual Certificates only upon the occurrence of an Exchange Event (as defined below). The Bank will promptly give notice to holders of the Capital Securities and the Fiscal Agent in accordance with Condition 15 (*Notices*) if an Exchange Event occurs. For these purposes, an **Exchange Event** shall occur if: (a) an Event of Default has occurred; or (b) the Bank has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of legal holiday) or have announced an intention permanently to cease business or have in fact done so and, in any such case, no successor clearing system satisfactory to the Bank is available.



In such circumstances, the Global Certificate shall be exchanged in full for Individual Certificates and the Bank will, at the cost of the Bank, cause sufficient Individual Certificates to be executed and delivered to the Registrar within ten days following the request for exchange for completion and dispatch to the holders of the Capital Securities.

### **3.5 Other**

References to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system as shall have been approved by the Bank and the Fiscal Agent.

## **4. STATUS, SUBORDINATION AND OTHER ISSUES**

### **4.1 Status of the Capital Securities**

Each Capital Security will rank *pari passu* without preference or priority, with all other Capital Securities.

### **4.2 Subordination of the Capital Securities**

- (a) The payment obligations of the Bank under the Capital Securities (the **Obligations**) will: (i) constitute Tier 1 Capital of the Bank; (ii) constitute direct, unsecured, unconditional and subordinated obligations of the Bank that rank *pari passu* amongst themselves; (iii) rank junior to all Senior Obligations; (iv) rank *pari passu* with all Pari Passu Obligations; and (v) rank in priority only to all Junior Obligations.
- (b) Subject to applicable law, no holder of the Capital Securities may exercise or claim any right of set-off in respect of any amount owed to it by the Bank arising under or in connection with the Capital Securities and each holder of the Capital Securities shall, by virtue of being a holder of the Capital Securities, be deemed to have waived all such rights of set-off.

### **4.3 Other Issues**

So long as any of the Capital Securities remain outstanding, the Bank will not issue any securities (regardless of name or designation) or create any guarantee of, or provide any contractual support arrangement in respect of, the obligations of any other entity which in each case constitutes (whether on a solo, or a solo consolidated or a consolidated basis) issued Tier 1 Capital of the Bank if claims in respect of such securities, guarantee or contractual support arrangement would rank (as regards distributions on a return of assets on a winding up or in respect of distribution or payment of dividends and/or any other amounts thereunder) senior to the Obligations. This prohibition will not apply if at the same time or prior thereto: (a) these Conditions are amended to ensure that the Bank obtains; and/or (b) the Obligations have, the benefit of, such of those rights and entitlements as are contained in or attached to such securities or under such guarantee or contractual support arrangement as are required so as to ensure that claims in respect of the Obligations rank *pari passu* with, and contain substantially equivalent rights of priority as to distributions or payments on, such securities or under such guarantee or contractual support arrangement.

## **5. INTEREST**

### **5.1 Interest Payments**

The Capital Securities bear interest on their principal amount at the applicable Interest Rate from (and including) the Issue Date in accordance with the provisions of this Condition 5.

Subject to Condition 6 (*Interest Restrictions*), interest shall be payable on the Capital Securities semi-annually in arrears on each Interest Payment Date, in each case as provided in this Condition 5. Interest will not be cumulative and any interest which is not paid will not accumulate or compound and holders of the Capital Securities will have no right to receive such interest at any time, even if interest is paid in respect of any subsequent Interest Period.

If interest is required to be calculated in respect of a period of less than a full Interest Period (the **Relevant Period**), it shall be calculated as an amount equal to the product of: (a) the applicable Interest Rate; (b) the outstanding principal amount of the relevant Capital Security; and (c) the applicable Day-count Fraction for the Relevant Period, rounding the resultant figure to the nearest cent (half a cent being rounded upwards).

(a) Initial Interest Rate

For each Interest Period ending before the First Call Date and subject to Condition 6 (*Interest Restrictions*), the Capital Securities bear interest at the rate of 7.625 per cent. per annum (the **Initial Interest Rate**).

(b) Reset Interest Rates

For the purpose of calculating payments of interest on and from the First Call Date, the interest rate will be reset on each Reset Date on the basis of the aggregate of an initial margin of 6.807 per cent. per annum (the **Initial Margin**) and the Relevant 5 Year Reset Rate on the Determination Date, as determined by the Calculation Agent. For the avoidance of doubt, the reset shall apply to the Relevant 5 Year Reset Rate and not to the Initial Margin.

The Calculation Agent will, as soon as practicable upon determination of the Interest Rate which shall apply to the Reset Period commencing on the relevant Reset Date, cause the applicable Interest Rate and the corresponding Interest Payment Amount to be notified to each of the Paying Agents and the London Stock Exchange, and to be notified to holders of the Capital Securities in accordance with Condition 15 (*Notices*) as soon as possible after their determination but in no event later than the second Business Day thereafter.

(c) Determinations of Calculation Agent Binding

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 5 by the Calculation Agent, shall (in the absence of wilful default, bad faith or manifest error) be binding on the Bank, the Calculation Agent, the Paying Agents and the holders of the Capital Securities and (in the absence of wilful default, bad faith or manifest error) no liability to the Bank or the holders of the Capital Securities shall attach to the Calculation Agent in connection with the exercise or non-exercise by it of any of its powers, duties and discretions.

## 6. INTEREST RESTRICTIONS

### 6.1 Non-Payment Event

Notwithstanding Condition 5.1 (*Interest Payments*), if any of the following events occurs (each, a **Non-Payment Event**), Interest Payment Amounts shall not be paid on any Interest Payment Date:

- (a) the Interest Payment Amount payable, when aggregated with any distributions or amounts payable by the Bank on any Pari Passu Obligations, having the same dates in respect of payment of such distributions or amounts as, or otherwise due and payable on, the dates for

payment of Interest Payment Amounts, exceed, on the relevant date for payment of such Interest Payment Amounts, Distributable Items;

- (b) the Bank is, on that Interest Payment Date, in breach of the Applicable Regulatory Capital Requirements (including any payment restrictions due to a breach of capital buffers imposed on the Bank by the Regulator) or payment of the relevant Interest Payment Amount would cause it to be in breach thereof; or
- (c) the Regulator requires that the Interest Payment Amount due on that Interest Payment Date shall not be paid.

## 6.2 Non-Payment Election

Notwithstanding Condition 5.1 (*Interest Payments*), the Bank may in its sole discretion elect that Interest Payment Amounts shall not be paid to holders of the Capital Securities on any Interest Payment Date (each a **Non-Payment Election**). The foregoing shall not apply in respect of any amounts due on any date on which the Capital Securities are to be redeemed in full in accordance with Condition 9.1 (*Redemption and Variation*).

*For the avoidance of doubt, the Bank will have the right to otherwise use any Interest Payment Amounts not paid to holders of the Capital Securities and such non-payment will not impose any restriction on the Bank other than as set out in Condition 6.4 (Dividend and Redemption Restrictions).*

## 6.3 Effect of Non-Payment Event or Non-Payment Election

If the Bank makes a Non-Payment Election or a Non-Payment Event occurs, the Bank shall: (a) in the case of a Non-Payment Election, 14 calendar days prior to such event; and (b) in the case of a Non-Payment Event, as soon as practicable thereafter but in any case no later than one Business Day prior to the relevant Interest Payment Date, give notice to the holders of the Capital Securities and the Fiscal Agent in accordance with Condition 15 (*Notices*) in each case providing details of the Non-Payment Election or Non-Payment Event (as the case may be). In the absence of notice of such Non-Payment Election or Non-Payment Event, as the case may be, having been given in accordance with this Condition 6.3, the fact of non-payment of the relevant Interest Payment Amount (or any part thereof) on the relevant Interest Payment Date shall be evidence of the occurrence of a Non-Payment Election or a Non-Payment Event, as the case may be. Holders of the Capital Securities shall have no claim in respect of any Interest Payment Amount not paid as a result of either a Non-Payment Election or a Non-Payment Event (in each case, irrespective of whether notice of such Non-Payment Election or Non-Payment Event has been given in accordance with this Condition 6.3) and any non-payment of an Interest Payment Amount in such circumstances shall not constitute an Event of Default. The Bank shall not have any obligation to make any subsequent payment in respect of any such unpaid Interest Payment Amount.

## 6.4 Dividend and Redemption Restrictions

If any Interest Payment Amount is not paid as a consequence of a Non-Payment Event or a Non-Payment Election pursuant to Condition 6.1 (*Non-Payment Event*) or 6.2 (*Non-Payment Election*) (as the case may be), then, from the date of such Non-Payment Event or Non-Payment Election (the **Dividend Stopper Date**), the Bank will not, so long as any of the Capital Securities are outstanding:

- (a) declare or pay any distribution or dividend or make any other payment on, and will procure that no distribution or dividend or other payment is made on, Ordinary Shares (other than to the extent that any such distribution, dividend or other payment is declared before such Dividend Stopper Date); or

- (b) pay interest, profit or any other distribution on any of its Other Common Equity Tier 1 Instruments or securities, ranking, as to the right of payment of dividend, distributions or similar payments, junior to or *pari passu* with the Obligations (excluding securities the terms of which do not at the relevant time enable the Bank to defer or otherwise not to make such payment), only to the extent such restriction on payment or distribution is permitted under the Applicable Regulatory Capital Requirements; or
- (c) directly or indirectly redeem, purchase, cancel, reduce or otherwise acquire Ordinary Shares; or
- (d) directly or indirectly redeem, purchase, cancel, reduce or otherwise acquire Other Common Equity Tier 1 Instruments or any securities issued by the Bank ranking, as to the right of repayment of capital, junior to or *pari passu* with the Obligations (excluding securities the terms of which stipulate a mandatory redemption or conversion into equity), only to the extent such restriction on redemption, purchase, cancellation, reduction or acquisition is permitted under the Applicable Regulatory Capital Requirements,

in each case unless or until one Interest Payment Amount following the Dividend Stopper Date has been paid in full.

## 7. PAYMENTS

### 7.1 Payments in respect of Individual Certificates

Subject as provided below, payments will be made by credit or transfer to an account maintained by the payee with, or, at the option of the payee, by a cheque drawn on, a bank in New York City.

Payments of principal in respect of each Capital Security will be made against presentation and surrender of the Individual Certificate at the specified office of the Registrar or any of the Paying Agents. Such payments will be made by transfer to the Designated Account (as defined below) of the holder (or the first named of joint holders) of the Individual Certificate appearing in the Register at the close of business on the third business day (being for this purpose a day on which banks are open for business in London) before the relevant due date. Notwithstanding the previous sentence, if: (a) a holder does not have a Designated Account; or (b) the principal amount of the Capital Securities held by a holder is less than U.S.\$200,000 (or its approximate equivalent in any other Specified Currency), payment will instead be made by a cheque in U.S. dollars drawn on a Designated Bank (as defined below). For these purposes, **Designated Account** means the account maintained by a holder with a Designated Bank and identified as such in the Register and **Designated Bank** means a bank in New York City.

Interest payments in respect of each Capital Security will be made by a cheque in U.S. dollars drawn on a Designated Bank and mailed by uninsured mail on the business day in the city where the specified office of the Registrar is located immediately preceding the relevant due date to the holder (or the first named of joint holders) of the Capital Security appearing in the Register at the close of business on the Record Date at his address shown in the Register on the Record Date and at his risk. Upon application of the holder to the specified office of the Registrar not less than three business days in the city where the specified office of the Registrar is located before the due date for any interest payment in respect of an Individual Certificate, the payment may be made by transfer on the due date in the manner provided in the preceding paragraph. Any such application for transfer shall be deemed to relate to all future interest payments (other than interest payments due on redemption) in respect of the Capital Securities which become payable to the holder who has made the initial application until such time as the Registrar is notified in writing to the contrary by such holder. Interest Payments due in respect of each Capital Security on redemption will be made in the same manner as payment of the principal amount of such Capital Security.

Holders of Capital Securities will not be entitled to any interest or other payment for any delay in receiving any amount due in respect of any Capital Security as a result of a cheque posted in accordance with this Condition 7.1 arriving after the due date for payment or being lost in the post. No commissions or expenses shall be charged to such holders by the Registrar in respect of any payments of principal or interest in respect of the Capital Securities.

Payments will be subject in all cases to (i) any fiscal or other laws, regulations and directives applicable thereto in the place of payment, but without prejudice to the provisions of Condition 12 (*Taxation*) and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the **Code**) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto. No commission or expenses shall be charged to the holders of the Capital Securities in respect of such payments.

## **7.2 Payments in respect of the Global Certificate**

The holder of the Global Certificate shall be the only person entitled to receive payments in respect of Capital Securities represented by the Global Certificate and the Bank will be discharged by payment to, or to the order of, the holder of such Global Certificate in respect of each amount so paid. Each of the persons shown in the records of Euroclear or Clearstream, Luxembourg as the beneficial holder of a particular principal amount of Capital Securities represented by such Global Certificate must look solely to Euroclear or Clearstream, Luxembourg (as the case may be), for his share of each payment so made by the Bank, or to the order of, the holder of such Global Certificate.

## **7.3 Payment Day**

If the date for payment of any amount in respect of the Capital Securities is not a Payment Day, the holder thereof shall not be entitled to payment until the next following Payment Day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay. For these purposes, **Payment Day** means any day which (subject to Condition 13 (*Prescription*)) is a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in New York City and London.

## **7.4 Interpretation of principal and interest**

Any reference in the Conditions to principal in respect of the Capital Securities shall be deemed to include, as applicable:

- (a) any Additional Amounts which may be payable with respect to principal under Condition 12 (*Taxation*);
- (b) the Early Redemption Amount of the Capital Securities;
- (c) the Capital Event Redemption Amount of the Capital Securities; and
- (d) the Tax Redemption Amount of the Capital Securities.

Any reference in the Conditions to interest in respect of the Capital Securities shall be deemed to include, as applicable, any Additional Amounts which may be payable with respect to distributions under Condition 12 (*Taxation*).

*The Capital Securities, on issue, will be represented by the Global Certificate registered in the name of, and held by a nominee on behalf of, a common depository for Euroclear and/or Clearstream,*

*Luxembourg. All payments in respect of Capital Securities represented by the Global Certificate will be made to, or to the order of, the person whose name is entered in the Register at the close of business on the Clearing System Business Day immediately prior to the date of payment, where "Clearing System Business Day" means Monday to Friday inclusive except 25 December and 1 January.*

## **8. AGENTS**

The names of the initial Agents and their initial specified offices are set out above.

The Bank is entitled to vary or terminate the appointment of any Agent and/or appoint additional or other Agents and/or approve any change in the specified office through which any Agent acts, **provided that:**

- (a) there will at all times be a Fiscal Agent and a Registrar;
- (b) with effect from the First Call Date, and so long as any Capital Securities remain outstanding thereafter, there will be a Calculation Agent;
- (c) so long as the Capital Securities are listed on any stock exchange or admitted to listing by any other relevant authority, there will at all times be a Paying Agent and a Transfer Agent with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange or other relevant authority; and
- (d) there will at all times be a Paying Agent and a Transfer Agent with a specified office in western Europe.

Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the holders of the Capital Securities in accordance with Condition 15 (*Notices*).

In acting under the Agency Agreement, the Agents act solely as agents of the Bank and do not assume any obligation to, or relationship of agency or trust with, any holders of the Capital Securities. The Agency Agreement contains provisions permitting any entity into which any Agent is merged or converted or with which it is consolidated or to which it transfers all or substantially all of its assets to become the successor paying agent.

## **9. REDEMPTION AND VARIATION**

### **9.1 Redemption and Variation**

(a) ***No Fixed Redemption Date and Conditions for Redemption and Variation***

The Capital Securities are perpetual securities in respect of which there is no fixed or final redemption date and the Bank shall (subject to the provisions of Condition 11 (*Events of Default*) and without prejudice to the provisions of Condition 13 (*Prescription*)) only have the right to redeem the Capital Securities or vary the terms thereof in accordance with the following provisions of this Condition 9.

The redemption of the Capital Securities or variation of the Conditions, in each case pursuant to this Condition 9, is subject to the following conditions:

- (i) the prior consent of the Regulator;

- (ii) the requirement that, at the time when the relevant notice of redemption or variation is given and immediately following such redemption or variation (as applicable), the Bank is or will be (as the case may be) in compliance with the Applicable Regulatory Capital Requirements; and
- (iii) (in the case of Conditions 9.1(c) (*Redemption or Variation due to Taxation*) or 9.1(d) (*Redemption or Variation for Capital Event*) only) the requirement that the circumstance that entitles the Bank to exercise its right of redemption or variation is a change in, or amendment to, the laws, published practice or regulations (including in the case of Condition 9.1(d) (*Redemption or Variation for Capital Event*) only, Applicable Regulatory Capital Requirements) of Oman or any change in the application or interpretation of such laws or regulations, which change or amendment becomes effective on or after the Issue Date,

(in the case of (i) and (ii) above only, except to the extent that the Regulator no longer so requires).

(b) ***Bank's Call Option***

Subject to Condition 9.1(a) (*No Fixed Redemption Date and Conditions for Redemption and Variation*), the Bank may, by giving:

- (i) not less than 15 nor more than 30 days' prior notice to the holders of the Capital Securities in accordance with Condition 15 (*Notices*); and
- (ii) not less than 15 days before the giving of the notice referred to in Condition 9.1(b)(i), notice to the Fiscal Agent and the Registrar;

(which notices shall be irrevocable and specify the date fixed for redemption) redeem all, but not some only, of the Capital Securities on (i) the First Call Date or (ii) any Interest Payment Date after the First Call Date (each a **Call Date**) at the Early Redemption Amount.

*For the avoidance of doubt, the Bank shall not do anything which creates an expectation that the Bank's call option will be exercised.*

(c) ***Redemption or Variation due to Taxation***

- (i) Subject to Condition 9.1(a) (*No Fixed Redemption Date and Conditions for Redemption and Variation*), upon the occurrence of a Tax Event, the Bank may, by giving not less than 15 nor more than 30 days' prior notice to the Fiscal Agent and the holders of the Capital Securities in accordance with Condition 15 (*Notices*), which notices shall be irrevocable: (A) redeem all, but not some only, of the Capital Securities at the Tax Redemption Amount; or (B) vary the terms of the Capital Securities so that they remain or, as appropriate, become, Qualifying Tier 1 Instruments, in each case without any requirement for consent or approval of the holders of the Capital Securities.
- (ii) Redemption of the Capital Securities, or variation of the Conditions, pursuant to this Condition 9.1(c) may occur on any date on or after the Issue Date (whether or not an Interest Payment Date), **provided that** no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Bank would be obliged to pay such Additional Amounts were a payment in respect of the Capital Securities then due.

- (iii) Prior to the publication of any notice of redemption or variation (as the case may be) pursuant to this Condition 9.1(c), the Bank shall give to the Fiscal Agent: (A) a certificate signed by two Authorised Signatories of the Bank stating that: (I) the conditions set out in Condition 9.1(a) (*No Fixed Redemption Date and Conditions for Redemption and Variation*) have been satisfied; (II) a Tax Event has occurred; and (III) in the case of a variation only, the varied Capital Securities are Qualifying Tier 1 Instruments and that the Regulator has confirmed that they satisfy limb (a) of the definition of Qualifying Tier 1 Instruments; and (B) an opinion of independent legal advisors of recognised standing to the effect that the Bank has or will become obliged to pay Additional Amounts as a result of the Tax Event. Such certificate delivered in accordance with this Condition shall be conclusive and binding evidence of the satisfaction of the conditions precedent set out above. Upon expiry of such notice, the Bank shall redeem or vary the terms of the Capital Securities (as the case may be).

*The Capital Regulations, as in force from time to time, may oblige the Bank to demonstrate to the satisfaction of the Regulator that (among other things) the Tax Event was not reasonably foreseeable at the Issue Date.*

(d) ***Redemption or Variation for Capital Event***

- (i) Subject to Condition 9.1(a) (*No Fixed Redemption Date and Conditions for Redemption and Variation*), upon the occurrence of a Capital Event, the Bank may, by giving not less than 15 nor more than 30 days' prior notice to the holders of the Capital Securities in accordance with Condition 15 (*Notices*), which notice shall be irrevocable: (A) redeem all, but not some only, of the Capital Securities at the Capital Event Redemption Amount; or (B) solely for the purpose of ensuring compliance with Applicable Regulatory Capital Requirements vary the terms of the Capital Securities so that they remain or, as appropriate, become, Qualifying Tier 1 Instruments without any requirement for consent or approval of the holders of the Capital Securities.
- (ii) Redemption of the Capital Securities, or variation of the Conditions, pursuant to this Condition 9.1(d) may occur on any date on or after the Issue Date (whether or not an Interest Payment Date).
- (iii) At the same time as the delivery of any notice of redemption or variation (as the case may be) pursuant to this Condition 9.1(d) the Bank shall give to the Fiscal Agent a certificate signed by two Authorised Signatories stating that: (A) the conditions set out in Condition 9.1(a) (*No Fixed Redemption Date and Conditions for Redemption and Variation*) have been satisfied; (B) a Capital Event has occurred; and (C), in the case of a variation only, the varied Capital Securities are Qualifying Tier 1 Instruments and that the Regulator has confirmed that they satisfy limb (a) of the definition of Qualifying Tier 1 Instruments. Such certificate shall be conclusive and binding evidence of the satisfaction of the conditions precedent set out above. Upon expiry of such notice the Bank shall redeem or vary the terms of the Capital Securities (as the case may be).

*The Capital Regulations (as in force from time to time) may oblige the Bank to demonstrate to the satisfaction of the Regulator that (among other things) the Capital Event was not reasonably foreseeable at the Issue Date.*



(e) ***Taxes upon Variation***

In the event of a variation in accordance with Condition 9.1(c) (*Redemption or Variation due to Taxation*) or 9.1(d) (*Redemption or Variation for Capital Event*), the Bank will not be obliged to pay and will not pay any liability of any holder of the Capital Securities to corporation tax, corporate income tax or tax on profits or gains or any similar tax arising in respect of the variation of the terms of the Capital Securities **provided that** (in the case of a Tax Event) or so that (in the case of a Capital Event) they remain or, as appropriate, become, Qualifying Tier 1 Instruments, including in respect of any stamp duty or similar other taxes arising on any subsequent transfer, disposal or deemed disposal of the Qualifying Tier 1 Instruments by such holder of the Capital Securities.

**9.2 Purchase**

Subject to the Bank: (a) obtaining the prior written consent of the Regulator; and (b) being in compliance with the Applicable Regulatory Capital Requirements, the Bank or any of its subsidiaries (if any), may at any time after the First Call Date purchase the Capital Securities at any price in the open market or otherwise. Such Capital Securities must be surrendered to any Agent for cancellation.

**9.3 Cancellation**

All Capital Securities which are redeemed will forthwith be cancelled. All Capital Securities so cancelled and any Capital Securities purchased and cancelled pursuant to Condition 9.2 (*Purchase*) above shall be forwarded to the Fiscal Agent and cannot be reissued or resold.

**10. WRITE-DOWN AT THE POINT OF NON-VIABILITY**

**10.1 Non-Viability Event**

If a Non-Viability Event occurs, a Write-down will take place in accordance with Condition 10.2 (*Non-Viability Notice*) below.

*It is the Bank's current intention that a Write-down will take place: (a) after the Ordinary Shares of the Bank absorb losses (if and to the extent such loss absorption is permitted at the relevant time under all relevant rules and regulations applicable to the Bank at such time) and the Regulator has not notified the Bank in writing that the relevant Non-Viability Event has been cured as a result of such loss absorption; (b) simultaneously with the write-down of any of the Bank's other obligations in respect of Tier 1 Capital and other instruments related to the Bank's other obligations constituting Tier 1 Capital and (c) prior to the write-down of any of the Bank's other obligations in respect of tier 2 capital and other instruments related to the Bank's other obligations constituting tier 2 capital, **provided that**, in the case of (b) and (c) above this will only apply to the extent such other instruments have contractual provisions for such analogous write-down at the point of non-viability or are subject to a statutory framework that provides for such analogous write-down. However, the Bank may at any time depart from this policy at its sole discretion.*

**10.2 Non-Viability Notice**

If a Non-Viability Event occurs, on the third Business Day following the occurrence of such Non-Viability Event (or such earlier date as determined by the Regulator), the Bank will notify the holders of the Capital Securities thereof in accordance with Condition 15 (*Notices*) (a **Non-Viability Notice**). Upon provision of such Non-Viability Notice, a Write-down of the Capital Securities shall take place on the Non-Viability Event Write-down Date and, with effect from such date, holders shall not be entitled to any claim for any amount subject to such Write-down in connection with the

Capital Securities. Any such Write-down shall not constitute an Event of Default. Holders of the Capital Securities acknowledge that there shall be no recourse to the Regulator in respect of any determination made by it with respect to the occurrence of a Non-Viability Event.

Following any Write-down of the Capital Securities in accordance with this Condition 10: (a) references in these Conditions to the **principal amount** or **outstanding principal amount** of the Capital Securities shall be construed as referring to the written-down amount; (b) the principal amount so written-down will be cancelled and interest will continue to accrue only on the outstanding principal amount following such cancellation, subject to Conditions 6.1 (*Non-Payment Event*) and 6.2 (*Non-Payment Election*) as described herein; and (c) any amounts so written-down may not be restored and holders of the Capital Securities shall not have any claim thereto under any circumstances, including, without limitation (i) where the relevant Non-Viability Event is no longer continuing; (ii) in the event of the liquidation or winding-up of the Bank; (iii) following the exercise of a call option by the Bank pursuant to Condition 9.1(b) (*Bank's Call Option*); or (iv) following the redemption or variation of the Capital Securities upon the occurrence of a Tax Event (pursuant to Condition 9.1(c) (*Redemption or Variation due to Taxation*)) or a Capital Event (pursuant to Condition 9.1(d) (*Redemption or Variation for Capital Event*)).

## 11. EVENTS OF DEFAULT

*Notwithstanding any of the provisions below in this Condition 11, the right to institute winding-up proceedings is limited to circumstances where payment has become due. In the case of any payment of interest in respect of the Capital Securities, such payment may be cancelled pursuant to Condition 6 (Interest Restrictions) and, if so cancelled will not be due on the relevant payment date and, in the case of payment of principal, such payment is subject to the conditions set out in Condition 9.1(a) (No Fixed Redemption Date and Conditions for Redemption and Variation) being met and if these conditions are not met will not be due on such payment date.*

Upon the occurrence of an Event of Default, any holder of the Capital Securities may give written notice to the Bank at the specified office of the Fiscal Agent, effective upon the date of receipt thereof by the Fiscal Agent, that such Capital Security is due and payable, whereupon the same shall, subject to Condition 9.1 (*Redemption and Variation*), become forthwith due and payable at its Early Redemption Amount, together with interest due and payable under the Conditions (if any) to the date of repayment without presentation, demand, protest or other notice of any kind.

To the extent permitted by applicable law and by these Conditions, any holder of the Capital Securities may at its discretion institute proceedings for the winding-up of the Bank and/or prove in the winding-up of the Bank and/or claim in the liquidation of the Bank for such payment, but the institution of such proceedings shall not have the effect that the Bank shall be obliged to pay any sum or sums sooner than would otherwise have been payable by it.

No remedy against the Bank, other than the institution of the proceedings referred to in this Condition 11, and the proving or claiming in any dissolution and liquidation of the Bank, shall be available to the holders of the Capital Securities, whether for the recovery of amounts owing in respect of the Capital Securities or in respect of any breach by the Bank of any other obligation, condition or provision binding on it under the Capital Securities.

## 12. TAXATION

All payments of principal and interest in respect of the Capital Securities by the Bank will be made without withholding or deduction for or on account of any present or future taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature imposed or levied by or on behalf of Oman or any political sub-division or authority thereof or therein having the power to tax unless such withholding or deduction is required by law. In such event, the Bank will pay such additional

amounts as shall be necessary in order that the net amounts received by the holders of the Capital Securities after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in respect of the Capital Securities (as the case may be), in the absence of such withholding or deduction (**Additional Amounts**); except that no such Additional Amounts shall be payable with respect to any Capital Security:

- (a) presented for payment by or on behalf of a holder who is liable for such taxes or duties in respect of such Capital Security by reason of his having some connection with Oman other than the mere holding of such Capital Security; or
- (b) presented for payment more than 30 days after the Relevant Date except to the extent that the holder thereof would have been entitled to an Additional Amount on presenting the same for payment on such 30<sup>th</sup> day assuming that day to have been a Payment Day.

Notwithstanding any other provision of these Conditions, in no event will the Bank be required to pay any additional amounts in respect of the Capital Securities for, or on account of, any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, or any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

### **13. PRESCRIPTION**

Subject to applicable law, claims for payment in respect of the Capital Securities will become void unless made within a period of 10 years (in the case of principal) and five years (in the case of interest) after the Relevant Date therefor.

### **14. REPLACEMENT OF CAPITAL SECURITIES**

Should any Capital Security be lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Replacement Agent upon payment by the claimant of such costs and expenses as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Bank and the Replacement Agent may reasonably require. Mutilated or defaced Capital Securities must be surrendered before replacements will be issued.

### **15. NOTICES**

All notices to the holders of the Capital Securities will be valid if mailed to them at their respective addresses in the register of the holders of the Capital Securities maintained by the Registrar. The Bank shall also ensure that notices are duly given or published in a manner which complies with the rules and regulations of any stock exchange or other relevant authority on which the Capital Securities are for the time being listed including publication on the website of the relevant stock exchange or relevant authority if required by those rules and regulations. Any notice shall be deemed to have been given on the second day after being so mailed or on the date of publication or, if so published more than once or on different dates, on the date of the first publication.

For so long as all the Capital Securities are represented by the Global Certificate and the Global Certificate is held on behalf of Euroclear and/or Clearstream, Luxembourg, notices may be given by delivery of the relevant notice to those clearing systems for communication to the holders rather than by publication and delivery except that, so long as the Capital Securities are listed on any stock exchange, notices shall also be published in accordance with the rules of such stock exchange. Any such notice shall be deemed to have been given on the day on which such notice is delivered to the relevant clearing systems.

Notices to be given by any holder of the Capital Securities shall be in writing and given by lodging the same, together (in the case of any Individual Certificate) with the relative Capital Security or Capital Securities, with the Registrar. Whilst any of the Capital Securities are represented by a Global Certificate, such notice may be given by any holder of a Capital Security to the Registrar through Euroclear and/or Clearstream, Luxembourg (as the case may be), in such manner as the Registrar, and Euroclear and/or Clearstream, Luxembourg (as the case may be) may approve for this purpose.

## **16. FURTHER ISSUES**

The Bank may from time to time without the consent of the holders of the Capital Securities, create and issue further instruments ranking *pari passu* in all respects (or in all respects save for the date from which distributions or interest thereon accrue and the amount and date of the first distributions or interest thereon (or such other equivalent amount) on such further instrument) and so that such further issue shall be consolidated and form a single series with the outstanding Capital Securities. References in these Conditions to the **Capital Securities** include (unless the context requires otherwise) any other securities issued pursuant to this Condition 16 and forming a single series with the Capital Securities.

## **17. MEETINGS OF HOLDERS OF THE CAPITAL SECURITIES AND MODIFICATION**

The Agency Agreement contains provisions for convening meetings (including by way of conference call or by use of a videoconference platform) of the holders of the Capital Securities to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Capital Securities or any of the provisions of the Agency Agreement. Such a meeting may be convened by the Bank and shall be convened by the Bank if required in writing by holders of the Capital Securities holding not less than ten per cent. in principal amount of the Capital Securities for the time being remaining outstanding. The quorum at any such meeting for passing an Extraordinary Resolution is one or more persons holding or representing not less than 50 per cent. in principal amount of the Capital Securities for the time being outstanding, or at any adjourned meeting one or more persons being or representing holders of the Capital Securities whatever the principal amount of the Capital Securities so held or represented, except that, at any meeting the business of which includes the modification of certain provisions of the Capital Securities (including modifying any date for interest payment thereon, reducing or cancelling the amount of principal or the interest payable in respect of the Capital Securities or altering the currency of payment of the Capital Securities), the quorum shall be one or more persons holding or representing not less than two-thirds in principal amount of the Capital Securities for the time being outstanding, or at any adjourned such meeting one or more persons holding or representing not less than one-third in principal amount of the Capital Securities for the time being outstanding. The Agency Agreement provides that (a) a resolution passed at a meeting duly convened and held in accordance with the Agency Agreement by a majority consisting of not less than three-fourths of the votes cast on such resolution, (b) a resolution in writing signed by or on behalf of the holders of not less than three-fourths in principal amount of the Capital Securities for the time being outstanding or (c) consent given by way of electronic consents through the relevant clearing systems (in a form satisfactory to the Fiscal Agent) by or on behalf of the holders of not less than three-fourths in principal amount of the Capital Securities for the time being outstanding, shall, in each case, be effective as an Extraordinary Resolution of the holders of the Capital Securities. An Extraordinary Resolution passed at any meeting of the holders of the Capital Securities shall be binding on all the holders of the Capital Securities, whether or not they are present at the meeting, and whether or not they voted on the resolution.

The Fiscal Agent and the Bank may agree, without the consent of the holders of the Capital Securities, to:

- (a) any modification (except as mentioned above) of the Capital Securities or the Agency Agreement which is not prejudicial to the interests of the holders of the Capital Securities; or
- (b) any modification of the Capital Securities or the Agency Agreement which is of a formal, minor or technical nature or is made to correct a manifest or proven error or to comply with mandatory provisions of the law.

Any such modification shall be binding on the holders of the Capital Securities and any such modification shall be notified to the holders of the Capital Securities in accordance with Condition 15 (*Notices*) as soon as practicable thereafter.

## **18. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Conditions, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

## **19. GOVERNING LAW AND DISPUTE RESOLUTION**

### **19.1 Governing law**

The Agency Agreement and the Capital Securities (except for Condition 4.2 (*Subordination of the Capital Securities*)), and any non-contractual obligations arising out of or in connection with the Agency Agreement and the Capital Securities are governed by, and shall be construed in accordance with, English law. Condition 4.2 (*Subordination of the Capital Securities*) is governed by, and shall be construed in accordance with, the laws of Oman.

### **19.2 Arbitration**

Any dispute, claim, difference or controversy arising out of, relating to or having any connection with the Capital Securities (including any dispute, claim, difference or controversy relating to any non-contractual obligations arising out of or in connection with the Capital Securities; and any dispute, claim, difference or controversy regarding their existence, validity, interpretation, performance, breach or termination or the consequences of their nullity) (a **Dispute**) shall be referred to and finally resolved by arbitration under the LCIA Arbitration Rules (the **Rules**), which Rules (as amended from time to time) are incorporated by reference into this Condition 19.2. For these purposes:

- (a) the seat of arbitration will be London;
- (b) there shall be three arbitrators, each of whom shall be disinterested in the arbitration, shall have no connection with any party thereto and shall be an attorney experienced in international securities transactions; and
- (c) the language of the arbitration shall be English.

### **19.3 Appointment of Process Agent**

The Bank appoints Maples and Calder at its registered office at 11th Floor, 200 Aldersgate Street, London, EC1A 4HD, United Kingdom as its agent for service of process, and undertakes that, in the event of Maples and Calder being unable or unwilling for any reason so to act, it will immediately (and in any event within 30 days of the event taking place) appoint another person as its agent for service of process in England in respect of any Disputes. Failure by a process agent to notify the person that appointed it of any process will not invalidate the relevant proceedings. Nothing herein shall affect the right to serve process in any other manner permitted by law.

#### **19.4 Waiver of immunity**

The Bank hereby irrevocably and unconditionally waives with respect to the Capital Securities any right to claim sovereign or other immunity from jurisdiction or execution and any similar defence and irrevocably and unconditionally consents to the giving of any relief or the issue of any process, including without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment made or given in connection with any Disputes.

#### **19.5 Other documents**

The Bank has in the Agency Agreement submitted to arbitration, appointed an agent for service of process and waived its immunity in terms substantially similar to those set out above.

## SCHEDULE 3

### PROVISIONS FOR MEETINGS OF HOLDERS OF CAPITAL SECURITIES

#### DEFINITIONS

1. As used in this Schedule, the following expressions have the following meanings unless the context otherwise requires:

**block voting instruction** means an English language document issued by a Paying Agent and dated which:

- (a) relates to a specified principal amount of Capital Securities and a meeting (or adjourned meeting) of the holders of the Capital Securities;
- (b) states that the Paying Agent has been instructed (either by the holders of the Capital Securities or by a relevant clearing system) to attend the meeting and procure that the votes attributable to the Capital Securities are cast at the meeting in accordance with the instructions given;
- (c) identifies with regard to each resolution to be proposed at the meeting the principal amount of Capital Securities in respect of which instructions have been given that the votes attributable to them should be cast in favour of the resolution and the principal amount of Capital Securities in respect of which instructions have been given that the votes attributable to them should be cast against the resolution; and
- (d) states that one or more named persons (each a **proxy**) is or are authorised and instructed by the Paying Agent to cast the votes attributable to the Capital Securities identified in accordance with the instructions referred to in subparagraph (c) above as set out in the block voting instruction;

a **relevant clearing system** means, in respect of any Capital Securities represented by the Global Certificate, any clearing system on behalf of which the Global Certificate is held, whether alone or jointly with any other clearing systems;

a **representative** means any person authorised by resolution of the directors or other governing body of any holder of the Capital Securities which is a corporation to act as its representative in connection with any meeting or proposed meeting of the holders of the Capital Securities;

**voting certificate** means an English language certificate issued by a Paying Agent and dated in which it is stated that the bearer of the voting certificate is entitled to attend and vote at the meeting and any adjourned meeting in respect of the Capital Securities represented by the certificate;

**24 hours** means a period of 24 hours including all or part of a day on which banks are open for business both in the place where the meeting is to be held and in each of the places where the Paying Agents have their specified offices (disregarding for this purpose the day on which the meeting is to be held) and that period shall be extended by one period or, to the extent necessary, more periods of 24 hours until there is included all or part of a day on which banks are open for business in all of the places where the Paying Agents have their specified offices; and

**48 hours** means a period of 48 hours including all or part of two days on which banks are open for business both in the place where the meeting is to be held and in each of the places where the Paying Agents have their specified offices (disregarding for this purpose the day on which the meeting is to be held) and that period shall be extended by one period or, to the extent necessary, more periods of

24 hours until there is included all or part of two days on which banks are open for business in all of the places where the Paying Agents have their specified offices.

For the purposes of calculating a period of **clear days**, no account shall be taken of the day on which a period commences or the day on which a period ends.

## **EVIDENCE OF ENTITLEMENT TO ATTEND AND VOTE**

2. The following persons (each an **Eligible Person**) are entitled to attend and vote at a meeting of the holders of the Capital Securities:
  - (a) a holder of an Individual Certificate;
  - (b) a bearer of any voting certificate in respect of the Capital Securities; and
  - (c) a proxy specified in any block voting instruction; and
  - (d) any representative.

A holder of a Capital Security may require the issue by any Paying Agent of voting certificates and block voting instructions in accordance with the terms of paragraph 3 below.

For the purposes of subparagraphs 3(a) and 3(d) below, the Fiscal Agent shall be entitled to rely, without further enquiry, on any information or instructions received from a relevant clearing system and shall have no liability to any holder of a Capital Security or other person for any loss, damage, cost, claim or other liability caused by its reliance on those instructions, nor for any failure by a relevant clearing system to deliver information or instructions to the Fiscal Agent.

The holder of any voting certificate or the proxies named in any block voting instruction shall for all purposes in connection with the meeting or adjourned meeting be deemed to be the holder of the Capital Securities to which the voting certificate or block voting instruction relates and the Paying Agent with which the Capital Securities have been deposited or the person holding the Capital Securities to the order or under the control of any Paying Agent shall be deemed for those purposes not to be the holder of those Capital Securities.

3. (a) *Individual Certificates - voting certificate*

A holder of an Individual Certificate may obtain a voting certificate in respect of the Capital Securities represented by the Individual Certificate from a Paying Agent (unless the Individual Certificate is the subject of a block voting instruction which has been issued and is outstanding in respect of the meeting specified in the voting certificate or any adjourned meeting) subject to the holder procuring that the Individual Certificate is deposited with the Paying Agent or (to the satisfaction of the Paying Agent) is held to its order or under its control or blocked in an account with a relevant clearing system upon terms that the Individual Certificate will not cease to be deposited or held or blocked until the first to occur of:

- (i) the conclusion of the meeting specified in the voting certificate or, if later, of any adjourned meeting; and
- (ii) the surrender of the voting certificate to the Paying Agent who issued it.



(b) *Global Certificate - voting certificate*

A holder of a Capital Security (not being a Capital Security in respect of which instructions have been given to the Fiscal Agent in accordance with subparagraph 3(d)) represented by the Global Certificate may procure the delivery of a voting certificate in respect of that Capital Security by giving notice to the relevant clearing system specifying by name a person (an **Identified Person**) (which need not be the holder himself) to collect the voting certificate and attend and vote at the meeting. The voting certificate will be made available at or shortly before the start of the meeting by the Fiscal Agent against presentation by the Identified Person of the form of identification previously notified by the holder to the relevant clearing system. The relevant clearing system may prescribe forms of identification (including, without limitation, passports) which it considers appropriate for these purposes. Subject to receipt by the Fiscal Agent from the relevant clearing system, no later than 24 hours before the time for which the meeting is convened, of notification of the principal amount of the Capital Securities to be represented by any voting certificate and the form of identification against presentation of which the voting certificate should be released, the Paying Agent shall, without any obligation to make further enquiry, make available voting certificates against presentation of forms of identification corresponding to those notified.

(c) *Individual Certificates - block voting instruction*

A holder of an Individual Certificate may require a Paying Agent to issue a block voting instruction in respect of that Certificate (unless the Individual Certificate is the subject of a voting certificate which has been issued and is outstanding in respect of the meeting specified in the block voting instruction or any adjourned meeting) by depositing the Individual Certificate with the Paying Agent or (to the satisfaction of the Paying Agent) by:

- (i) procuring that, not less than 48 hours before the time fixed for the meeting, the Individual Certificate is held to the Paying Agent's order or under its control or is blocked in an account with a relevant clearing system, in each case on terms that the Individual Certificate will not cease to be so deposited or held or blocked until the first to occur of:
  - (A) the conclusion of the meeting specified in the block voting instruction or, if later, of any adjourned meeting; and
  - (B) the surrender to the Paying Agent, not less than 48 hours before the time for which the meeting or any adjourned meeting is convened, of the receipt issued by the Paying Agent in respect of each deposited Individual Certificate which is to be released or (as the case may require) the Individual Certificate ceasing with the agreement of the Paying Agent to be held to its order or under its control or to be blocked and the giving of notice by the Paying Agent to the Issuer in accordance with paragraph 3(d)(ii) of the necessary amendment to the block voting instruction; and
- (ii) instructing the Paying Agent that the vote(s) attributable to each Individual Certificate so deposited or held or blocked should be cast in a particular way in relation to the resolution or resolutions to be put to the meeting or any adjourned meeting and that the instruction is, during the period commencing 48 hours before the time for which the meeting or any adjourned meeting is convened and ending at the conclusion or adjournment of the meeting, neither revocable nor capable of amendment.

(d) *Global Certificate - block voting instruction*

A holder of a Capital Security (not being a Capital Security in respect of which a voting certificate has been issued) represented by the Global Certificate may require the Fiscal Agent to issue a block voting instruction in respect of the Capital Security by first instructing the relevant clearing system to procure that the votes attributable to the holder's Capital Security should be cast at the meeting in a particular way in relation to the resolution or resolutions to be put to the meeting. Any such instruction shall be given in accordance with the rules of the relevant clearing system then in effect. Subject to receipt by the Fiscal Agent, no later than 24 hours before the time for which the meeting is convened, of (a) instructions from the relevant clearing system, (b) notification of the principal amount of the Capital Securities in respect of which instructions have been given and (c) the manner in which the votes attributable to the Capital Securities should be cast, the Fiscal Agent shall, without any obligation to make further enquiry, attend the meeting and cast votes in accordance with those instructions.

- (i) Each block voting instruction shall be deposited by the relevant Paying Agent at the place specified by the Fiscal Agent for the purpose not less than 24 hours before the time appointed for holding the meeting or adjourned meeting at which the proxies named in the block voting instruction propose to vote, and in default the block voting instruction shall not be treated as valid unless the Chairman of the meeting decides otherwise before the meeting or adjourned meeting proceeds to business. A notarially certified copy of each block voting instruction shall (if so requested by the Issuer) be deposited with the Issuer before the start of the meeting or adjourned meeting but the Issuer shall not as a result be obliged to investigate or be concerned with the validity of or the authority of the proxies named in the block voting instruction.
- (ii) Any vote given in accordance with the terms of a block voting instruction shall be valid notwithstanding the previous revocation or amendment of the block voting instruction or of any of the instructions of the relevant holder of a Capital Security or the relevant clearing system (as the case may be) pursuant to which it was executed provided that no indication in writing of any revocation or amendment has been received from the relevant Paying Agent by the Issuer at its registered office by the time being 24 hours before the time appointed for holding the meeting or adjourned meeting at which the block voting instruction is to be used.

#### **CONVENING OF MEETINGS, QUORUM, ADJOURNED MEETINGS**

- 4. The Issuer may at any time and, if required in writing by holders of the Capital Securities holding not less than ten per cent. in principal amount of the Capital Securities for the time being outstanding, shall convene a meeting of the holders of the Capital Securities and if the Issuer fails for a period of seven days to convene the meeting the meeting may be convened by the relevant holders of the Capital Securities. Whenever the Issuer is about to convene any meeting it shall immediately give notice in writing to the Fiscal Agent of the day, time and place of the meeting (which need not be in a physical place and instead may be by way of conference call, including by use of a videoconference platform) and of the nature of the business to be transacted at the meeting. Every meeting shall be held at a time and place approved by the Fiscal Agent.
- 5. At least 21 clear days' notice specifying the place, day and hour of the meeting shall be given to the holders of the Capital Securities in the manner provided in Condition 15. The notice, which shall be in the English language, shall state generally the nature of the business to be transacted at the meeting and, in the case of an Extraordinary Resolution only, shall either (i) specify the terms of the Extraordinary Resolution to be proposed or (ii) state fully the effect on the holders of such

Extraordinary Resolution, if passed. The notice shall include statements as to the manner in which holders of the Capital Securities may arrange for voting certificates or block voting instructions to be issued and, if applicable, appoint proxies or representatives. A copy of the notice shall be sent by post to the Issuer (unless the meeting is convened by the Issuer).

6. The person (who may but need not be a holder of the Capital Securities) nominated in writing by the Issuer shall be entitled to take the chair at each meeting but if no nomination is made or if at any meeting the person nominated is not present within 15 minutes after the time appointed for holding the meeting the holders of the Capital Securities present shall choose one of their number to be Chairman failing which the Issuer may appoint a Chairman. The Chairman of an adjourned meeting need not be the same person as was Chairman of the meeting from which the adjournment took place.
7. At any meeting one or more Eligible Persons present and holding or representing in the aggregate not less than ten per cent. in principal amount of the Capital Securities for the time being outstanding shall (except for the purpose of passing an Extraordinary Resolution) form a quorum for the transaction of business and no business (other than the choosing of a Chairman) shall be transacted at any meeting unless the required quorum is present at the commencement of business. The quorum at any meeting for passing an Extraordinary Resolution shall (subject as provided below) be one or more Eligible Persons present and holding or representing in the aggregate not less than 50 per cent. in principal amount of the Capital Securities for the time being outstanding provided that at any meeting the business of which includes any of the following matters (each, a **Basic Terms Modification**) (each of which shall only be capable of being effected after having been approved by Extraordinary Resolution):
  - (a) reduction or cancellation of the principal amount payable in respect of any redemption of the Capital Securities; or
  - (b) reduction or cancellation of the amount payable or modification of the payment date in respect of any distributions in respect of the Capital Securities; or
  - (c) alteration of the currency in which payments under the Capital Securities are to be made; or
  - (d) modification of the majority required to pass an Extraordinary Resolution; or
  - (e) the sanctioning of any scheme or proposal described in subparagraph 19(f); or
  - (f) alteration of this proviso or the proviso to paragraph 8 below,

the quorum shall be one or more Eligible Persons present and holding or representing in the aggregate not less than two thirds in principal amount of the Capital Securities for the time being outstanding.

8. If within 15 minutes (or such longer period not exceeding 30 minutes as the Chairman may decide) after the time appointed for any meeting a quorum is not present for the transaction of any particular business, then, subject and without prejudice to the transaction of the business (if any) for which a quorum is present, the meeting shall if convened by holders of the Capital Securities be dissolved. In any other case it shall be adjourned to the same day in the next week (or if that day is a public holiday the next following business day) at the same time and place (except in the case of a meeting at which an Extraordinary Resolution is to be proposed in which case it shall be adjourned for a period being not less than 14 clear days nor more than 42 clear days and at a place appointed by the Chairman and approved by the Fiscal Agent). If within 15 minutes (or a longer period not exceeding 30 minutes as the Chairman may decide) after the time appointed for any adjourned meeting a quorum is not present for the transaction of any particular business, then, subject and without

prejudice to the transaction of the business (if any) for which a quorum is present, the Chairman may either dissolve the meeting or adjourn it for a period, being not less than 14 clear days (but without any maximum number of clear days) and to a place as may be appointed by the Chairman (either at or after the adjourned meeting) and approved by the Fiscal Agent, and the provisions of this sentence shall apply to all further adjourned meetings.

9. At any adjourned meeting one or more Eligible Persons present (whatever the principal amount of the Capital Securities so held or represented by them) shall (subject as provided below) form a quorum and shall (subject as provided below) have power to pass any Extraordinary Resolution or other resolution and to decide upon all matters which could properly have been dealt with at the meeting from which the adjournment took place had the required quorum been present provided that at any adjourned meeting the business of which includes a Basic Terms Modification the quorum shall be one or more Eligible Persons present and holding or representing in the aggregate not less than one-third in principal amount of the Capital Securities for the time being outstanding.
10. Notice of any adjourned meeting at which an Extraordinary Resolution is to be submitted shall be given in the same manner as notice of an original meeting but as if 10 were substituted for 21 in paragraph 5 and the notice shall state the relevant quorum. Subject to this it shall not be necessary to give any notice of an adjourned meeting.

#### **CONDUCT OF BUSINESS AT MEETINGS**

11. Every question submitted to a meeting shall be decided in the first instance by a show of hands and in the case of an equality of votes the Chairman shall both on a show of hands and on a poll have a casting vote in addition to the vote or votes (if any) to which he may be entitled as an Eligible Person.
12. At any meeting, unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairman or the Issuer or by any Eligible Person present (whatever the principal amount of the Capital Securities held by him), a declaration by the Chairman that a resolution has been carried or carried by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
13. Subject to paragraph 15, if at any meeting a poll is demanded it shall be taken in the manner and, subject as provided below, either at once or after an adjournment as the Chairman may direct and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded as at the date of the taking of the poll. The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the motion on which the poll has been demanded.
14. The Chairman may, with the consent of (and shall if directed by) any meeting, adjourn the meeting from time to time and from place to place. No business shall be transacted at any adjourned meeting except business which might lawfully (but for lack of required quorum) have been transacted at the meeting from which the adjournment took place.
15. Any poll demanded at any meeting on the election of a Chairman or on any question of adjournment shall be taken at the meeting without adjournment.
16. Any director or officer of the Issuer and their respective lawyers and financial advisers may attend and speak at any meeting. Subject to this, but without prejudice to the proviso to the definition of **outstanding** in Clause 2 of this Agreement, no person shall be entitled to attend and speak nor shall any person be entitled to vote at any meeting of the holders of the Capital Securities or join with others in requiring the convening of a meeting unless he is an Eligible Person. No person shall be

entitled to vote at any meeting in respect of Capital Securities held by, for the benefit of, or on behalf of the Issuer or any Subsidiary of the Issuer. Nothing contained in this paragraph shall prevent any of the proxies named in any block voting instruction from being a director, officer or representative of or otherwise connected with the Issuer.

17. Subject as provided in paragraph 16, at any meeting:
- (a) on a show of hands every Eligible Person present shall have one vote; and
  - (b) on a poll every Eligible Person present shall have one vote in respect of
    - (i) each U.S.\$1,000; or
    - (ii) such other amount as the Fiscal Agent shall in its absolute discretion specify in principal amount of Capital Securities in respect of which he is an Eligible Person.

Without prejudice to the obligations of the proxies named in any block voting instruction, any person entitled to more than one vote need not use all his votes or cast all the votes to which he is entitled in the same way.

18. The proxies named in any block voting instruction need not be holders of the Capital Securities.
19. The holders of the Capital Securities shall in addition to the powers set out above have the following powers exercisable only by Extraordinary Resolution (subject to the provisions relating to quorum contained in paragraphs 7 and 9), namely:
- (a) power to approve any compromise or arrangement proposed to be made between the Issuer and the holders of the Capital Securities or any of them;
  - (b) power to approve any abrogation, modification, compromise or arrangement in respect of the rights of the holders of the Capital Securities against the Issuer or against any of their property whether these rights arise under this Agreement, the Capital Securities or otherwise;
  - (c) power to agree to any modification of the provisions contained in this Agreement or the Conditions or the Capital Securities which is proposed by the Issuer;
  - (d) power to give any authority or approval which under the provisions of this Schedule or the Capital Securities is required to be given by Extraordinary Resolution;
  - (e) power to appoint any persons (whether holders of the Capital Securities or not) as a committee or committees to represent the interests of the holders of the Capital Securities and to confer upon any committee or committees any powers or discretions which the holders of the Capital Securities could themselves exercise by Extraordinary Resolution;
  - (f) power to approve any scheme or proposal for the exchange or sale of the Capital Securities for, or the conversion of the Capital Securities into, or the cancellation of the Capital Securities in consideration of, shares, stock, notes, bonds, debentures, debenture stock and/or other obligations and/or securities of the Issuer or any other company formed or to be formed, or for or into or in consideration of cash, or partly for or into or in consideration of shares, stock, notes, bonds, debentures, debenture stock and/or other obligations and/or securities as stated above and partly for or into or in consideration of cash; and
  - (g) power to approve the substitution of any entity in place of the Issuer (or any previous substitute) as the principal debtor in respect of the Capital Securities.

20. Any resolution (including an Extraordinary Resolution) (a) passed at a meeting of the holders of the Capital Securities, duly convened and held (b) passed as a resolution in writing or (c) passed by way of electronic consents given by holders of the Capital Securities through the relevant clearing systems, in accordance with the provisions of this Schedule, shall be binding upon all the holders of the Capital Securities whether present or not present at the meeting referred to in (a) above and whether or not voting (including when passed as a resolution in writing or by way of electronic consent) and each of them shall be bound to give effect to the resolution accordingly and the passing of any resolution shall be conclusive evidence that the circumstances justify its passing. Notice of the result of voting on any resolution duly considered by the holders of the Capital Securities shall be published in accordance with Condition 15 by the Issuer within 14 days of the result being known provided that non-publication shall not invalidate the resolution.
21. The expression **Extraordinary Resolution** when used in this Schedule or the Conditions means:
- (a) a resolution passed at a meeting of the holders of the Capital Securities duly convened and held in accordance with the provisions of this Schedule by a majority consisting of not less than 75 per cent. of the persons voting on the resolution upon a show of hands or, if a poll was duly demanded, by a majority consisting of not less than 75 per cent. of the votes given on the poll;
  - (b) a resolution in writing signed by or on behalf of the holders of not less than 75 per cent. in principal amount of the Capital Securities for the time being outstanding, which resolution in writing may be contained in one document or in several documents in similar form each signed by or on behalf of one or more of the holders of the Capital Securities; and
  - (c) consent given by way of electronic consents through the relevant clearing systems (in a form satisfactory to the Fiscal Agent) by or on behalf of the holders of not less than 75 per cent. in principal amount of the Capital Securities for the time being outstanding.
22. Minutes of all resolutions and proceedings at every meeting shall be made and duly entered in books to be from time to time provided for that purpose by the Issuer and any minutes signed by the Chairman of the meeting at which any resolution was passed or proceedings had shall be conclusive evidence of the matters contained in them and, until the contrary is proved, every meeting in respect of the proceedings of which minutes have been made shall be deemed to have been duly held and convened and all resolutions passed or proceedings had at the meeting to have been duly passed or had.

Subject to all other provisions contained in this Schedule, the Fiscal Agent may, without the consent of the Issuer or the holders of the Capital Securities, prescribe any other regulations regarding the calling and/or the holding of meetings of holders of the Capital Securities and attendance and voting at them as the Fiscal Agent may in its sole discretion think fit (including, without limitation, (i) the substitution for periods of 24 hours and 48 hours referred to in this Schedule of shorter periods and (ii) the holding of meetings by conference call, including by use of a videoconference platform in circumstances where it may be impractical or inadvisable to hold physical meetings). Any regulations prescribed by the Fiscal Agent may but need not reflect the practices and facilities of any relevant clearing system. Notice of any other regulations may be given to holders of the Capital Securities in accordance with Condition 15 and/or at the time of service of any notice convening a meeting.

## SCHEDULE 4

### REGISTRATION AND TRANSFER OF CAPITAL SECURITIES

1. The Registrar shall at all times maintain in a place agreed by the Issuer the Register showing the amount of the Capital Securities from time to time outstanding and the dates of issue and all subsequent transfers and changes of ownership of the Capital Securities and the names and addresses of the holders of the Capital Securities. The holders of the Capital Securities or any of them and any person authorised by any of them may at all reasonable times during office hours inspect the Register and take copies of or extracts from it. The Register may be closed by the Issuer for such periods and at such times (not exceeding in total 30 days in any one year) as it may think fit.
2. Each Capital Security shall have an identifying serial number which shall be entered on the Register.
3. The Capital Securities are transferable in integral multiples of U.S.\$200,000 or in integral multiples of U.S.\$1,000 in excess thereof thereafter each by execution of the form of transfer endorsed thereon under the hand of the transferor or, where the transferor is a corporation, under its common seal or under the hand of two of its officers duly authorised in writing. In this Schedule 4, **transferor** shall, where the context permits or requires, include joint transferors and be construed accordingly.
4. The Capital Securities to be transferred must be delivered for registration to the specified office of the Transfer Agent with the form of transfer endorsed on the Capital Securities duly completed and executed and must be accompanied by the documents, evidence and information required pursuant to the Conditions and such other evidence as the Issuer may reasonably require to prove the title of the transferor or his right to transfer the Capital Securities and, if the form of transfer is executed by some other person on his behalf or in the case of the execution of a form of transfer on behalf of a corporation by its officers, the authority of that person or those persons to do so.
5. The executors or administrators of a deceased holder of Capital Securities (not being one of several joint holders) and in the case of the death of one or more of several joint holders the survivor of the joint holders shall be the only person or persons recognised by the Issuer as having any title to the Capital Securities.
6. Any person becoming entitled to Capital Securities in consequence of the death or bankruptcy of the holder of such Capital Securities may upon producing such evidence that he holds the position in respect of which he proposes to act under this paragraph or of his title as the Issuer shall reasonably require be registered himself as the holder of such Capital Securities or, subject to the preceding paragraphs as to transfer, may transfer such Capital Securities. The Issuer shall be at liberty to retain any amount payable upon the Capital Securities to which any person is so entitled until the person shall be registered as provided above or shall duly transfer the Capital Securities.
7. Unless otherwise requested by the holder of Capital Securities and agreed by the Issuer, the holder of Capital Securities shall be entitled to receive only one Capital Security in respect of its entire holding.
8. The joint holders of Capital Securities shall be entitled to one Capital Security only in respect of their joint holding which shall, except where they otherwise direct, be delivered to the joint holder who represents the joint holders and whose name appears first in the register of the holders of Capital Securities in respect of the joint holding.
9. Where a holder of Capital Securities has transferred part only of his holding there shall be delivered to him without charge a Capital Security in respect of the balance of the holding.

10. The Issuer shall make no charge to the holders for the registration of any holding of Capital Securities or any transfer thereof or for the issue thereof or for the delivery of Capital Securities at the specified office of the Transfer Agent or by mail to the address specified by the holder of a Capital Security. If any holder of a Capital Security entitled to receive a Capital Security wishes to have the same delivered to him otherwise than at the specified office of the Transfer Agent, the delivery shall be made, upon his written request to the Transfer Agent, at his risk and (except where sent by mail to the address specified by the holder of a Capital Security) at his expense.
11. The registered holder of a Capital Security may (to the fullest extent permitted by all applicable laws) be treated at all times, by all persons and for all purposes as the absolute owner of such Capital Security notwithstanding any notice any person may have of the right, title, interest or claim of any other person. The Issuer shall not be bound to see to the execution of any trust to which any Capital Security may be subject and no notice of any trust shall be entered on the register. The holder of a Capital Security will be recognised by the Issuer as entitled to his Capital Security free from any equity, set-off or counterclaim on the part of the Issuer against the original or any intermediate holder of the Capital Security.



**SIGNATORIES TO THE AGENCY AGREEMENT**

**The Issuer**

**OMAN ARAB BANK SAOG**

By:

  
**KARTIK NATARAJAN**  
A-2

  
**Rashad Al Musafir**  
Chief Executive Officer



**The Fiscal Agent and the Calculation Agent**

**CITIBANK N.A., LONDON BRANCH**

By:

**The Registrar**

**CITIGROUP GLOBAL MARKETS EUROPE AG**

By:

**The Transfer Agent**

**CITIBANK EUROPE PLC**

By:

## SIGNATORIES TO THE AGENCY AGREEMENT

### The Issuer


OMAN ARAB BANK SAOG

By:

### The Fiscal Agent and the Calculation Agent

CITIBANK N.A., LONDON BRANCH

By:



CARL HARDIE - U.P

### The Registrar

CITIGROUP GLOBAL MARKETS EUROPE AG

By:

### The Transfer Agent

CITIBANK EUROPE PLC

By:

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**CITIBANK N.A., LONDON BRANCH**

By:

**The Registrar**

**CITIGROUP GLOBAL MARKETS EUROPE AG**

By:



**Robert Streicher**



**Lothar Schäfer**

**The Transfer Agent**

**CITIBANK EUROPE PLC**

By:

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By:

**The Registrar**

**CITIGROUP GLOBAL MARKETS EUROPE AG**

By:

**The Transfer Agent**

**CITIBANK EUROPE PLC**

By:



**Viola Japaul  
Delegated Signatory**