

A/C Number _____

Personal Loan

Application & Agreement

Date:		Branch:		<input type="checkbox"/> New Loan		<input type="checkbox"/> Top Up Loan	
Loan Details							
Loan Type		Amount Requested OMR		Purpose of the Loan			
Repayment Period		<input type="text"/> Months		Commencement Date of Repayment <input type="text"/>			
Personal Details							
First Name		Middle Name		Family Name			
Date of Birth Day <input type="text"/>		Month <input type="text"/>		Year <input type="text"/>		Country of Birth <input type="text"/>	
				Gender Male <input type="checkbox"/> Female <input type="checkbox"/>			
Education Level Primary <input type="checkbox"/>		Secondary <input type="checkbox"/>		Graduate <input type="checkbox"/>		Post-Graduate <input type="checkbox"/>	
Marital Status		Single <input type="checkbox"/>		Married <input type="checkbox"/>		Widowed <input type="checkbox"/> Divorced <input type="checkbox"/>	
				Number of Children <input type="text"/>			
Passport/ID Number							
Country of Issue		Issue Date <input type="text"/> - <input type="text"/> - <input type="text"/>		Expiry Date <input type="text"/> - <input type="text"/> - <input type="text"/>			
Do you have Multiple Nationalities		Yes <input type="checkbox"/> No <input type="checkbox"/>					
If Yes (Please provide multiple Nationalities)		Nationality 1		Nationality 2		Nationality 3	
If No (Please provide only Nationality 1)							
Car Ownership		Yes <input type="checkbox"/> No <input type="checkbox"/>		Residence Visa Expiry Date (for Expatriates only) Day <input type="text"/>		Month <input type="text"/> Year <input type="text"/>	
Residence in Oman							
House/Flat Number		Building Number					
Residential Area		Way Number		Nearest Landmark			
Home Ownership		Rented <input type="checkbox"/>		Owned <input type="checkbox"/>		Company Provided <input type="checkbox"/> Others <input type="checkbox"/>	
Residing at this address since date		Day <input type="text"/>		Month <input type="text"/>		Year <input type="text"/>	
If residing at the stated address for less than 3 years, please provide your previous residence address details							
P O Box		Postal Code		City			
Telephone Numbers		Residence		Office		Ext. Mobile	
		Pager		Fax		email	
Occupation/Employment Details							
Type of Employment		Salaried <input type="checkbox"/>		Self employed <input type="checkbox"/>		Both <input type="checkbox"/>	
Name of Organisation		Department					
Location		Area					
Way Number		P O Box		Postal Code		City	
Occupation		Present Position		Employee Number		Years with the Organisation	
Income Details							
Monthly Basic Salary OMR		Allowances (please exclude overtime) OMR					
Total Monthly Salary OMR		Other Income					
Power of Attorney							
Will you be appointing a 'Power of Attorney' for this Account with the Bank?		Yes <input type="checkbox"/>		No <input type="checkbox"/>			
If yes, please provide the residence address of the Power of Attorney							
HSBC Relationship Details							
Account Number		Credit Card Number (if any)		Card Limit			
Previous Personal Loan (Yes/No)		Amount Granted					
Year Granted		Branch					
Other Banking Relationships							
1. Bank		Branch/Address		Account Number			
2. Bank		Branch/Address		Account Number			
Permanent Address in Home Country (for expatriates only)							
House/Flat Number		P O Box		City		Postal Code	
Street		Country		Telephone Number			
Particulars of Borrowings from Other Banks/Finance Co.(s) / Employer							
1. Source of Loan		Original Loan Amount OMR		When Granted			
Amount Outstanding OMR		Monthly Repayments OMR					
Other Information							
2. Source of Loan		Original Loan Amount OMR		When Granted			
Amount Outstanding OMR		Monthly Repayments OMR					
Other Information							
Details of a Relative or Friend in Oman							
Name		Employer		Designation			
Residential Address		House Number Bldg. Number		Office Address			
Area		Way Number		P O Box		P C	
P O Box		P C		City			
Home Telephone Number		Mobile		Work Telephone Number		Ext:	
Eid Waiver							
<input type="checkbox"/> I do not wish to avail any Eid Waiver							

* Prepayment charges are applicable in case of early repayment of loans as per the prevailing market rate.

I, the undersigned, holder of Account Number.....
hereby undertake that in the event of my retirement, I shall transfer all my retirement benefits and pension salary to my above account
with HSBC Bank Oman S.A.O.GBranch till final settlement of all my obligations.

I/we confirm that the information given by me/us is complete, true and correct, and authorise you to update your records accordingly. I/we agree that the Bank has the right to verify any or all of the above, by any means it deems appropriate.

.....
Applicant(s) Signature(s)

All loans are subject to Bank approval. The Bank reserves the right to reject any application without assigning any reason.

Promissory Note

Serial Number

On Demand, I/we promise to pay HSBC Bank Oman S.A.O.G. – Omani Rial.....
.....with interest at the rate of
.....% p.a. over a tenure ofmonths from the date hereof.

Value received being loan granted to me / us.

Date.....

SV
.....
Applicant(s) Signature(s)

Variable rate change mechanism

In order to simplify the means of adjusting interest charged to customers, HSBC has chosen the 28 day Certificate of Deposit rate, as a benchmark for deciding the variable rates on all Personal loans, Car loans and Home loans. The Bank reserves the right to change this benchmark if later there is deemed to be a better gauge of the price of borrowing short term funds in the market.

Any revision of the existing benchmark will be advised to me.

I understand the advantages and disadvantages of variable rate loans and I hereby give my consent to the Bank to charge a variable rate of interest.

Terms & Conditions

1. In consideration of you, HSBC Bank Oman S.A.O.G (hereinafter called “the Bank”) agreeing to advance to me/us the sum of Omani Rial and/or such other amount as advised by the Bank by way of loan (hereinafter called the “Loan”) I/we
.....
(hereinafter called “the Borrower”) hereby undertake for myself/ourselves and my/our heirs and successors to pay on demand

a) to pay interest on the Loan at the rate of percent per annum or at such other rate as the Bank may at any time decide and advise to the Borrower in the manner set out in Clause 2.1.

b) to repay the Loan with interest by equal monthly instalments or such other number of monthly instalments as the Bank may from time to time inform the Borrower in accordance with Clause 2.1. Each monthly instalment shall be Omani Rial with the first repayment commencing on

The interest payable on the Loan shall be computed on a daily basis on the principal amount outstanding.

2.1. It is expressly agreed that the rate or rates of interest specified in Clause 1 and Clause 5 may be varied by the

Bank at any time (subject to Central Bank of Oman interest rate ceiling) and that any such variation shall be effective from the date of notice thereof to the Borrower or announcement thereof in a local newspaper or at the Bank’s premises, whichever shall be earlier. Any such variation in the rate of interest shall vary the number of repayment instalments to be paid by the Borrower with no changes to be made to the monthly instalments payable under Clause 1(b).

2.2 The interest payable on the Loan shall be computed on the principal amount of the Loan outstanding from time to time and shall be payable at monthly intervals, or at such other intervals as the Bank may at any time decide and advise the Borrower by notice to the Borrower or announcement in a local newspaper or at the Bank’s premises, effective from the date of such notice or announcement whichever shall be the earlier.

3. The Borrower hereby authorizes the Bank to debit the monthly repayment installments and interest stated in Clause 1 to the Borrower’s current/savings account number.....with the Bank until the Loan is fully repaid and the Borrower undertakes to ensure that the credit balance on such account will be sufficient to meet such repayment installments and the interest payable on the Loan as such sums fall due for payment.

4. Notwithstanding Clause 1, the Bank shall be entitled to demand immediate repayment of the Loan and immediate payment of all interest accrued thereon and all commission, charges, costs and expenses due hereunder by notice to the Borrower with immediate effect in any of the following events-

- 4.1 If the Borrower fails to make any payment due hereunder, whether of principal, interest, commission, charges or otherwise; or
- 4.2 If the borrower uses the Loan for a purpose other than that mentioned in the application form under "Loan Details", or
- 4.3 If the Borrower dies; or
- 4.4 If the Borrower makes an application for a declaration of bankruptcy or preventive composition or is subject to a declaration of bankruptcy or any other attachment against his or its assets; or
- 4.5 If the Borrower commits any other breach of any of the terms of this Agreement; or
- 4.6 If any change in law or circumstances occurs which the Bank considers affects this Agreement and if the Bank and the Borrower cannot agree to such changes to this Agreement to cover such change in law or circumstances.

And upon such demand and without further notice to the Borrower, the Loan including all amounts of principal, interest, commission, charges, costs and expenses shall automatically become due and payable and the Borrower shall immediately pay all such amounts in full to the Bank together with default interest accruing thereon in accordance with Clause 5.

5. If the Borrower shall fail to pay in full all and any amounts demanded by the Bank under Clause 4, then all and any amounts so demanded will automatically and without further notice to the Borrower accrue default interest at the rate of percent per annum or at such other rate or rates as the Bank shall at any time decide (subject to Central Bank of Oman interest rate ceiling) and advise to the Borrower in the manner set out in Clause 2.1, such interest to be capitalised monthly and to accrue from the date of the Bank's demand under Clause 4 until the date of payment by the Borrower of all and any amounts so demanded together with all such default interest in full, inclusive and notwithstanding any deposit of any kind otherwise made with the Bank by or on behalf of the Borrower.
- 6.1 The Loan shall be subject to the maximum amount specified in Clause 1 and the Bank at its sole discretion, may refuse to honour any request for drawings which would cause the Loan to exceed such maximum amount without notice to the Borrower or any third party or may accept such request in which event any excess amount drawn down shall be subject to the terms of this Agreement.
- 6.2 The Borrower shall not draw down any amount in excess of the maximum amount specified in Clause 1 (save in accordance with Clause 6.1) and if for any reason and at any time the Loan shall exceed such maximum amount (other than in accordance with Clause 6.1), then the Borrower shall immediately repay such excess to the Bank in full

together with interest thereon in accordance with Clause 5 without the need for any notice or demand from the Bank.

7. The Borrower resides in the Sultanate of Oman and if the Borrower shall intend to leave the Sultanate of Oman, the Borrower undertakes to inform the Bank at least one month in advance and to repay the balance of the Loan outstanding and all other amounts due to the Bank hereunder before so leaving.
- 8.1 Any interest, commission, charges, costs or expenses due or incurred in respect of the Loan or any other credit facilities extended to the Borrower or any transaction of any kind carried out at the Borrower's order or on the Borrower's behalf whether or not by written order, may be debited to any of the Borrower's accounts with the Bank.
- 8.2 All amounts of interest, commission, charges, costs and expenses debited to any of the Borrower's accounts shall become part of the Borrower's liability to the Bank.
- 8.3 No interest shall be due to the Borrower in respect of any credit balances during the period of the Loan except as may be agreed from time to time in writing in respect of specific sums or accounts.
- 8.4 All and any items credited by the Bank to any of the Borrower's accounts including items drawn payable at the Bank are subject to clearance through the normal channels and until such items are cleared, the Bank shall be entitled to exclude the value of items so credited for the purposes of calculating interest on the Loan.
- 9.1 The Borrower undertakes to check carefully all statements of account received from the Bank and if within one month of the date of despatch of such a statement of account to the Borrower's address as it appears in the records of the Bank and if no objection has been received from the Borrower, then the balance shown therein will be considered correct and the fact that no communication has been received from the Borrower will be interpreted as a confirmation of the correctness of such statement of account and the Borrower may not raise any objection in respect of such statement of account.
- 9.2 The Borrower acknowledges that should the Borrower not receive a statement of account for any period it is solely and entirely the responsibility of the Borrower to demand such a statement of account from the Bank.
- 9.3 The Borrower hereby acknowledges and concedes that a statement or a certificate duly signed on behalf of the Bank shall be conclusive and binding evidence on and against the Borrower of all and any amounts due to which the Borrower is bound to pay hereunder and Borrower specifically waives any right to challenge the correctness of any such books and accounts except as set out in Clause 9.1.
10. Throughout the period that the Loan or any part thereof remains outstanding and until complete settlement of all and any amounts due to the Bank by the Borrower, the Bank will have an exclusive commercial pledge in accordance with Articles 217 to 231 of Royal Decree 55/90 over all and any of the Borrower's goods, negotiable instruments, precious metals (whether coined or not) and other assets at any time held by the Bank or coming into its possession, custody or power or that of any its branches anywhere in the world, or in respect of which legal instruments representing the same are held by the Bank or come into possession,

- custody or power as aforesaid, as security for all and any monies and liabilities which are now or at any time hereafter may be or become due or owing by the Borrower to the Bank or to any such other branch of the Bank or for which the Borrower is or may at any time hereafter be or become liable to the Bank or to any such other branch of the Bank in any manner whatsoever whether alone or jointly with any other person or organisation under whatever name, style or firm and the Borrower undertakes to sign such forms of pledge agreement as the Bank may require at any time to evidence such exclusive commercial pledge and undertakes to sign all such further documents and do all such further things as the Bank may require to register such exclusive commercial pledge in the Commercial Register of the Ministry of Commerce and Industry pursuant to Article 219 of Royal Decree 55/90.
11. In addition to and without prejudice to any right of set off to which the Bank may be or become entitled by law, and notwithstanding Article 346 or Royal Decree 55/90, the Bank and the Borrower expressly agree that all accounts of the Borrower with the Bank, including all accounts with an other office or branch of the Bank anywhere in any foreign currency, shall constitute a single combined account and that the Bank shall have a right of set-off as between all debit and credit balances on all such accounts and that the benefit of all and any security provided by the Borrower in respect of this single combined account or any part thereof shall be available to and enforceable by the Bank to secure the entire outstanding balance due to the Bank at any time on such single combined account and any part thereof.
12. The Borrower undertakes to make available to the Bank for inspection by the Bank at any time, all and any of the commercial books to be maintained by the Borrower pursuant to Article 28 of Royal Decree 55/90 and all and any such other documents and information as the Bank may in its discretion consider necessary for the purpose of monitoring the Borrower's financial position and its application of the Loan or any part thereof and to provide such copy extracts from such commercial books and other documents as the Bank may at any time require.
- 13.1 The Borrower hereby warrants and undertakes that as at the date of this Agreement, the Borrower is solvent and has not ceased to make payment of any of the Borrower's debts for the purpose of Article 609 of Royal Decree 55/90.
- 13.2 If any payment made to the Bank under this Agreement or under the terms of any security provided to the Bank is subsequently repaid by or recovered from the Bank pursuant to Article 610 of Royal Decree 55/90 or otherwise (for which purpose a statement of account under Clause 9.3 shall be binding and conclusive on the Borrower), such repaid or recovered payment shall not reduce or extinguish any liability of the Borrower hereunder and no release given to the Borrower by the Bank in reliance in whole or in part upon such repaid or recovered payment shall constitute a waiver of or in any way prejudice the Bank's rights against the Borrower hereunder and the amount of such repaid or recovered payment together with all and any interest paid thereon by the Bank pursuant to Article 610 of Royal Decree 55/90 shall be a liability of the Borrower to the Bank hereunder.
14. The Borrower warrants and undertakes to the Bank that the execution of this Agreement and the performance of the Borrower's obligations hereunder are fully within the power of the Borrower and are validly created and legally binding obligations on the Borrower that do not contravene any other contractual or legal obligations of the Borrower.
15. In addition to and independent from the obligations described above, the Borrower hereby irrevocably and unconditionally undertakes to indemnify the Bank against all expenses (including but not limited to court fees and legal fees) which the Bank may incur in enforcing its rights against the Borrower under this Agreement.
16. In the event of this Agreement being signed by more than one Borrower all covenants, obligations and liabilities of the Borrower under this Agreement shall apply and extend in full to each Borrower and all of them and to all the assets of, and all the security provided by each Borrower and all of them so that, without prejudice to the generality of the foregoing, each Borrower shall be individually responsible to pay to the Bank, the entire amount of the Loan including all and any amounts of principal interest, charges and other costs and expenses.
- 17.1 No omission or delay on the part of the Bank in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or of any other right, power or privilege.
- 17.2 The rights and remedies herein provided are cumulative with and not exclusive of any rights or remedies provided by law.
18. Subject to Clause 9.1 any claim, demand, summons or other notice to be given to the Bank or to the Borrower under this Agreement shall be duly served if delivered by post with a record of delivery or by facsimile or equivalent to that part at his or its address as specified herein or as otherwise duly notified in accordance with this Clause 18.
19. Third Party Processing and Sharing of Information
- 19.1 The Borrower irrevocably agrees that the Bank may at its discretion and for any purpose, (including for the purpose of fraud prevention, audit, the provision of services by any third party, debt collection, or if required by any competent government or regulatory body) share any information, details or data relating to the Borrower or the Borrower's transactions with any member or associate member of the HSBC Group of Companies.
- 19.2 The Borrower irrevocably agrees that the Bank may transfer or sub-contract the provision of any part of the services provided to the Borrower to any third party including to another member of the HSBC Group whether or not that third party operates in another jurisdiction or territory. The Bank shall remain liable to the Borrower for any recoverable loss or damage incurred or suffered by the Borrower as a result of the negligence, breach or default of any such third party, and will require that any such third party will be required to maintain the confidentiality of any such information to the same extent as the Bank.
- 19.3 Information about Borrowers may be processed offshore, in the United Kingdom or elsewhere.
- 19.4 The Borrower agrees to provide full details of the Borrower's

employer to the Bank immediately upon the request of the Bank. The Borrower irrevocably authorises the Bank to contact such employer to notify the employer of the details of the Borrower's facility with the Bank and to request that all sums owing to the Borrower (by the employer) be paid directly to the Borrower's account with the Bank. The Borrower further irrevocably authorises the Bank to request and receive notice from the employer of any termination of the Borrower's employment.

20. This Agreement and all terms hereof shall be

20.1 binding on the Borrower notwithstanding any merger, reconstruction or change in the constitution, ownership or management of the Borrower;

20.2 in addition to and independent from all other obligations of the Borrower to the Bank;

20.3 freely assignable by the Bank at any time without the need for any consent from the Borrower; and

20.4 not assignable by the Borrower except with the express prior written consent of the Bank.

21. Payments by the Borrower shall be made to the Bank without any set-off, counter-claim, withholding or condition of any kind except that if the Borrower is compelled by law to make such withholding, the sum payable by the Borrower shall be increased so that the amount actually received by the Bank is the amount it would have received if there had been no withholding.

22. Each of the clauses and provisions of this Agreement are severable and the invalidity or unenforceability of any one or more such clauses or provisions shall not affect the remaining such clauses and provisions which shall remain in full force and effect.

23. This Agreement shall remain in effect until the Bank confirms in writing to the Borrower that all payments due from the Borrower to the Bank hereunder have been made in full and that all other obligations and liabilities of the Borrower to the Bank hereunder have been discharged in full.

24. This Agreement shall be governed by the laws of the Sultanate of Oman and the Borrower hereby irrevocably submits to the jurisdiction of the Court of Oman, or any successor body thereto without prejudice to the right of the Bank at its option to take proceedings in the courts of any other country or jurisdiction.

25. The Borrower hereby acknowledges that he/she has read all the terms of this Agreement and understands and agrees to all the obligations, liabilities and rights as mentioned therein whether set out in English and/or Arabic and that he/she has received an unsigned copy thereof.

26. Complaints

26.1 If the Bank does not deliver the standard of service expected by the Borrower, or if the Borrower believes that the Bank has made a mistake, the Borrower is encouraged to inform the Bank accordingly. The Bank will investigate all complaints and endeavor to resolve the matter with the Borrower as quickly as possible. The Bank shall take steps, where appropriate, to prevent a recurrence of the circumstances that led to the complaint.

26.2 If the Borrower would like further information about the Bank's process for resolving complaints, the Borrower may contact the Bank's call center on 800 7 4722 and ask the Bank for details of its complaints procedure.

SV

Borrower's Signature
Witness to the above Signature

Date

Name

Signature

Approved by

Name

Signature