

CIF OPENING (YMC) FORM – CORPORATE

CUSTOMER DETAILS & ADDRESS

Branch: _____ ☐ New CIF ☐ Update/Amend exist
 CIF Type: _____
 Date: _____

I hereby apply for opening / amending an account with Boubyan Bank according to the information shown below. I undertake that the information herein stated, as well as all the information stated in "KYC" form are correct, and further undertake to notify Boubyan Bank of any changes that may subsequently occur to these information. In addition, I declare my acceptance of the terms and conditions shown on the reverse side of this application, especially the terms and conditions applicable to Boubyan Bank accounts.

Please approve opening a ☐ Saving ☐ Current ☐ Fixed Deposit ☐ Other

CIF Number:

* Customer name : : اسم العميل باللغة العربية *

Please issue: ☐ Cash deposit card ☐ ATM Card ☐ Cheque book no. (_____) size (_____) ☐ Online services ☐ Tele banking services ☐ SMS

* Legal form :

Please Specify:

Legal entity with which the Company is registered:

* License type: _____ * Comm Register no: _____ * Establishment Date : _____ * Expiry date : _____

* Incorporation date : _____

Is the entity listed on any stock exchange? ☐ Yes ☐ No If Yes, please specify
 The regulatory authority to which the entity is subject (if any) : _____ Listing Date: _____
 Ref/Register No. on the stock exchange (if any): _____
 Is the entity a subsidiary? ☐ Yes ☐ No If Yes, please specify the details of parent entity : _____
 Is the entity a holding company? ☐ Yes ☐ No If Yes, please specify the details of subsidiary entities : _____
 Note/other information (if any): _____

* Address :

Area : _____ Block : _____ Street : _____ Floor : _____
 Office no: _____ Ext: _____ Fax no: _____ Mobile no: _____
 P.O. Box: _____ Building No: _____ Zip Code: _____ Website : _____
 Financial Manager name : _____ Email Address : _____

BUSINESS AND INCOME SOURCES DETAILS

Business nature :

GIIN number (For Financial institution only):

Expected value of transactions :

☐ Monthly ☐ Or / Annual

Expected number of transactions:

☐ Monthly ☐ Or / Annual

Nature of the transactions expected to be executed: ☐ cash deposits ☐ cheques ☐ local/foreign transfers ☐ Internal transfers ☐ Standing orders ☐ K-Net machine/POS
☐ Other, please specify:

Average annual income:

Sources of annual income

☐ Received Interest ☐ Received Rents
☐ Capital Income
☐ Other:

SOURCE OF WEALTH/INITIAL DEPOSIT

☐ Partners' interests ☐ Share subscriptions ☐ Finances/facilities/loans ☐ Personal wealth ☐ Personal legacy ☐ Other, please specify: ...
 What is the Volume of Registered capital (KD) : Working Capital (KD) : Initial deposit (KD) :
 Through: ☐ Cash ☐ Cheque ☐ Transfer ☐ Other, please specify:

PURPOSE OF ACCOUNT OPENING

☐ Trade/business ☐ Investment ☐ Clearing/correspondence ☐ Trust ☐ Public/social utility ☐ Political/diplomatic ☐ Other, please specify:

PEP/RELATIVE OF A BOUBYAN STAFF MEMBER

Are any of the owners, managers or authorized signatories for the company, its subsidiaries and affiliate companies held a local or foreign post as a PEP:

☐ Yes ☐ No If Yes, please specify PEP Position:

☐ President ☐ Prime Minister ☐ Chairman / CEO of an international organization ☐ Chief Judge / District Attorney ☐ Parliament Speaker / Member
☐ Head of Independent Public Authority ☐ Diplomat ☐ Head Of Military Authority / high rank officer ☐ Department Head / Head of an executive board of a public company
☐ Having connections with any of the above* ☐ Relative of any of the above * Additional notes (if any) :

* In case if being a relative (First degree up to Second degree relative and related parties) of / having connections with any of the list of local or foreign PEP categories, please specify the name: Relationship nature:

Is any of the owners, managers or authorized signatories a relative of a Boubyan staff member/executive manager/board member? ☐ Yes ☐ No

If Yes, please specify staff member name : Degree of relationship :

"I, the undersigned on the terms and conditions, hereby undertake that the above information are correct and complete and that I will be liable for my statements, with no liability, whatsoever on the Bank"

STATEMENT OF SHAREHOLDERS

Name	Nationality	Civil ID no	Birth Place	Personal Address	Country of residence	PEP (Y-N)	Position	Phone	TIN

STATEMENT OF ACCOUNT MANAGEMENT AUTHORIZED SIGNATORIES

Name	Nationality	Civil ID no	Birth Place	Personal Address	Country of residence	PEP (Y-N)	Position	Phone	TIN

STATEMENT OF ACTUAL BENEFICIARY

Name	Nationality	Civil ID no	Birth Place	Personal Address	Country of residence	PEP (Y-N)	Position	Phone	TIN

STATEMENT OF COMPANY'S BOARD MEMBERS/MANAGERS

Name	Nationality	Civil ID no	Birth Place	Personal Address	Country of residence	PEP (Y-N)	Position	Phone	TIN

COMPANY'S FINANCIAL FIGURES

Statement			
Total Income			
Operating Profit(before interest and Taxes)			
Net Profit			
Earnings Per Share (if applicable)			

Other existing bank accounts (locally/international): ☐Yes ☐No

Bank Name	Country	Currency	Average account balance at this date

*Does the Company receive any foreign income or payments?☐Yes ☐No If Yes, please specify :

Income type : ☐Received interest ☐Received rents ☐Capital income ☐Other (please specify) :

Is the Company foreign or registered/incorporated outside Kuwait?☐Yes ☐No If Yes, please specify :

Country:.....License no.....Memorandum of Association no.....Tax identification number:.....

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Are there Companies/Institutions that severally/Jointly own (themselves or any of its associates) a share/interest equal to/exceeding 25% of the company's capital?

☐Yes ☐No If Yes, please specify :

Company name:

Nationality:Address:

Each Company's ownership sharepercentage:.....

Total Foreign companies share in capital/total - percentage:

Is there a foreign partner who owns (jointly with his/her spouse/related persons) a share /interest equal to /exceeding 25% of company's capital?

☐Yes ☐No If Yes, please specify :

Name:.....

Nationality:Address:

Each partner ownership sharepercentage:.....

Total Foreign investors share in capital/total - percentage:

* Does the Company have an address in any foreign country, whether an office, correspondence address, P.O. box, "in care of" or "hold mail" address?

☐Yes ☐No If Yes, please specify :

Country	State / province	Area / city	Block / avenue	Street	House / building	Postal Code / P.O. Box	Home Tel.	Mobile Tel.

* Do you have standing instructions outside Kuwait or you have any instructions to transfer amounts from outside to your Kuwaiti bank Account?

☐Yes ☐No If Yes, please specify :

Full Name:Nationality:

Passport Number:.....Country of birth:

Gender: ☐Male ☐FemalePlace of birth:.....

Country of residence:Date of birth:

City:

Address:.....

Politically Exposed Person: ☐No ☐Yes (please specify) Name:.....Relation:Position:.....

* Has the Company issued before a Power Attorney/ an authorization for a person having an address inside / outside Kuwait?

☐Yes ☐No If Yes, please specify :

Full Name:Nationality:

Passport Number:.....Country of birth:

Gender: ☐Male ☐FemalePlace of birth:.....

Country of residence:Date of birth:

City:

Address:.....

Politically Exposed Person: ☐No ☐Yes (please specify) Name:.....Relation:Position:.....

* Does the Company have a phone number outside Kuwait?

☐Yes ☐No If Yes, please specify :

Phone no :Country :

Phone no :Country :

Phone no :Country :

Customer Declaration:
I understand and agree that this declaration is final and irrevocable, and that it is not subject to cancellation or amendments.
I/We hereby confirm that the information provided herein is accurate, correct and complete and that the documents submitted along with this application form are genuine. I undertake to inform the Boubyan Bank ("the Bank") in writing of any changes to the information already provided and to update the information on this form whenever requested to do so by the Bank.
I/We hereby declare that, in the event of my/our being subject to any foreign tax laws requiring information to be shared by the Bank with the foreign government to whose tax laws I am/we are subject, or with its representatives, I/we explicitly agree to the Bank's full compliance with such foreign government's instructions and requests for information without the Bank's need to notify me/us or to seek my/our additional consent. I understand and acknowledge that this declaration is with respect to all of the Bank's products and account types (including corporate, joint, and/or individual accounts) and covers transactions, balances, supporting information, and any enquiries from the requesting government or its representatives.
To facilitate the Bank's compliance with the foreign tax laws to which I am/we are subject, I/We hereby undertake to provide the Bank with any documentation requested by the foreign government to whose tax laws I am/we are subject, or to its representatives. I/We further agree to provide and/or update the above -referenced documents as and when required by the terms and conditions set by the foreign tax authority to which I am/we are subject.

Signatures of all partners holding a share exceeding 25% individuals only (Not applicable for Kuwaiti shareholding companies)			
No.	Partner name	Nationality	Partner signature
1			
2			
3			
4			
5			
6			
7			
8			

Account Opening Terms & Conditions

First: Terms & Conditions applicable to all account types:

The following terms and conditions are applicable to all account types in addition to the terms and conditions of each account type as listed in the assigned part and other terms and conditions applicable to any other services:

- Account management shall be undertaken by account holder (the Customer), his legal representative or attorney. And no argument may be used against the Bank based on cessation of account management capacity, unless the Bank is given a written notice of the same.
- All the Customer's accounts with the Bank, whether currently or in the future, are considered AS securing one another disregarding their natures or designations. And the Bank may record in the debit side of any of them any amount due from the Customer in repayment of the debit balance in his other accounts. In addition, the Bank may merge or join together any of the ~~accounts~~ ^{accounts} in one account and make set-off among them, or transfer from one account to another, with no requirement to obtain the Customer's prior consent.
- The Bank may make the required settlements to rectify the entries of banking transactions made between the Customer's accounts, the Customer's accounts and another customer's accounts and/or any other product, with no requirement to obtain the Customer's prior consent.
- The Bank's books and entries shall be deemed as a conclusive evidence for the Customer's rights from obligations towards the Bank. However, the Customer preserves the right to prove the opposite.
- Account Statement information sent to the Customer by the Bank at the agreed dates shall be deemed correct, unless rejected by the Customer within fifteen days from the date of being sent.
- The Bank may close any of the Customer's accounts at any required time, and upon receiving such notice, the Customer shall deliver to the bank the unused chequebooks as well as credit, debit and other cards. In addition, the Customer shall repay the debit balance, as well as any arising dues or profits, in case the same is deemed applicable by the Bank.
- The Bank may amend these terms and conditions as well as the terms and conditions of any account at any time it deems appropriate, and the new terms and conditions shall apply to accounts opened from the effective date thereof, and the Customer shall be notified of the same.
- The Bank may set aside the amounts transferred to the Customer's accounts and suspend any dealing thereon in case of any suspicion that the same involve any money laundering and/or terrorism financing activities, as per the Bank's absolute discretion and with no liability whatsoever on it. The Bank preserves its right not to execute or to postpone any wire transfer or bank cheque with no liability whatsoever on it, if the Bank deems the information provided insufficient or unclear, or in any case of violation of the laws or instructions of regulatory/government authorities.
- The Customer hereby gives the Bank a final and irrevocable authorization to exchange information about him and his accounts with banks and the institutions participating in Risk Centralization System, as well as Information Gathering System stipulated under Decree –Law No. 53 of 1999, with no liability whatsoever on the Bank in this regard.
- The customer authorizes the Bank to disclose the customer's information or data to collection agencies or law firms in case of any default or delay in honoring due payments or payments due for the products associated with the customer's account.

It should be noted that the below entities are exempted from the Banking Secrecy Principle, and that they are provided with the customer's information and data without referring back to the customer:

- o Central Bank of Kuwait.
 - o Kuwait Financial Intelligence Unit and the Committee for the Implementation of the Security Council's Resolutions pursuant to Chapter 7 of the UN Charter as Regards Terrorism & Terrorism Finance.
 - o Judicial authorities and the General Prosecution.
 - o For any disclosure other than the above cases, the customer's written consent shall be obtained.
- Withdrawal from account shall be made using the assigned form or through the ATM or any other tool provided by the Bank as per its applicable rules.
 - The Bank may amend the minimum balance required for opening any account at any time, after notifying the Customer of the same via any public publishing media.
 - The Customer declares his acceptance that Boubyan Bank will obtain all his information recorded in the Civil Information System, as from time to time changed, from the Public Authority for Civil Information with no liability whatsoever on the authority.
 - Account status shall be changed from active to (dormant) in case no transaction is made thereon for 12 months from the date of last transaction.
 - In case the account remains (dormant) for two years or more from the date of last transaction, the Bank may close the account with no requirement to refer to the Customer, and shall transfer account balance to a suspense account in the name of the Bank thereby ending the mudarabah contract.
 - The balances of dormant accounts closed since two years shall be kept in a suspense account in favor of the Bank, and the Customer may claim the account balance without receiving any profits.
 - The authorized signatory/signatories representatives of the company's/establishment's account(s) undertake to provide all required identification documents and any updates thereto, and the Bank may change account status to (suspense) and stop dealing therewith in case of expiry of such documents and not providing the Bank with the updated ones.
 - The Customer undertakes that he has no objection to Boubyan Bank's disclosure of the financial information to any tax authority, as stated in the authorization.
 - Saving Account: Profits shall be calculated based on the average daily balance for the month.
 - Premium Saving Account: Profits shall be calculated based on the lowest balance during the month.
 - Call Account:**
Call account is available only for companies, not for individual customers.
Call account shall be operated under the principles of mudharaba, as the whole balance amount is invested (100%).
Profits shall be calculated based on the monthly profit rate, and shall be deposited in the ~~following~~ ^{following}
Bank has the discretion to give part of its profit as grant or donation.
Mudarib expenses will be applicable based on the below grid :-
o Above 1 million: 40%.
o From 25,000 to 1 million: 45%.
o Less than 25,000: 50%
o Average monthly balance (KD): Mudarib expense.
 - The Platinum Account has been designed for customers as per the following:
 - Transfer of a monthly salary worth KD 2,000 or more.
 - The availability of KD 30,000 in account balance, fixed deposit or investment in one of

Fifth: Terms & Conditions of Individual & Sole Proprietorship Accounts:

- It is agreed that the Customer shall have the legal capacity, and not account may be upon for minors, unless by his parents, or a guardian appointed under a court judgment with copy thereof and copy of the birth certificate attached, and deposit/withdrawal transactions shall be made in the name of the parent or guardian of the minor's account, save click ad Al-Ghali accounts, and minor's account may not be revealed.

No merchant account may be opened for an individual or a sole proprietorship, unless a copy of a valid Commercial Register certificate is obtained.

Sixth: Terms & Conditions of Clubs & Private Societies:

It is agreed that in case of clubs and societies, according to the nature of their activity, the account opening application shall be accompanied by a letter from the government department by which the club or society is regulated, including the names and specimens of account authorized signatories.

Seventh: Terms & Conditions of Joint Account:

- Withdrawing from the joint account shall be limited to the person(s) appointed by the account
- ~~shares~~ of the account holders shall be deemed equal, unless otherwise agreed.
- All of the account holders are jointly liable towards the Bank for repaying any amounts due to it on this account, notwithstanding the reasons or sources related to such amount; the Bank may recover such amounts from the credit balance of any individual account kept in the name of any of the account holders or from his share in any other joint account, according to his share in the account on a set-off basis.
- The Bank will have the right to close such account without notification or warning without notification or warning, and distribute its credit balance to several independent accounts, especially in any of the following cases:
 - Notifying the Bank by one of the account partners of a dispute between him and any of the other account partners.
 - Imposing an attachment/distress on any of the account partners for any reason and under any writ, and in this case the attached/distressed account shall be frozen.
 - The death of any of the account partners and freezing the deceased person's account.
 - Declaring the bankruptcy of any of the account partners and freezing the bankrupt ~~persons~~ ^{person's}
 - Loss of the legal capacity of any of the account partners, or for any of the reasons stipulated ~~there~~ ⁱⁿ applicable laws in Kuwait.
- Holders of the joint account undertake that they are the beneficial owners whether signatories are authorized severally or jointly or whether it was decided to authorize one of them to manage the account solely.

Eighth: Terms & Conditions of "Click" Account:

- The youth means the Customer between 16 and 25 years, who is having regular study at any of the institutions, colleges or universities inside or outside Kuwait.
- This account is dedicated to the cash deposits given to the youth, including school bonus, money given to him for personal expenditure, and the pay he receives against any work done. The youth signature of this application is considered as a declaration that all the amounts deposited to the account are proceeding from the mentioned sources.
- The account shall be opened by the Customer himself, who will have the right to sign account opening and closing applications himself.
- An ATM may be issued for this account, which shall allow withdrawals only up to the amounts available in the account.
- Issuance of credit card for this account shall be in line with the Bank's general policies and in no violation of the policies of the Central Bank of Kuwait.
- Boubyan prepaid card may be issued for this account.
- No cheque book may be issued for this account.
- No finance may be extended to this account.
- If the customer decided to change his account to Click or informed the bank of his desire to make use of the salary account services, the bank shall change his account type to a Salary Account while keeping the account number unchanged. The customer's signature affixed on this request shall serve as an authorization on his part to the bank to do the same.

Ninth: Terms & Conditions of Salary Account:

- The same terms and conditions of Current Account shall apply, except the issuance of cheque books.

Tenth: Terms & Conditions of Using Boubyan Electron Cards:

- Boubyan Electron card and a PIN shall be issued for the Customer subject to the Bank's approval upon account opening, and the card remains at all times the property of the Bank, and shall be immediately returned upon its cancellation. The Bank will be entitled to cancel the right to use the card and its PIN, with no requirement to state any reason and without prior notice. The Bank shall not be responsible as a result thereof, as long as it deems this necessary.
- The Bank will not be responsible for the rejection of retailers, financiers or banks' rejection to use the card, and in case of retailer's or financier's approval to refund the amount, the Bank shall post the amount to your account after deduction of the fees upon receiving written instructions from them, and the Bank will not be responsible for any delay in receiving such instructions.
- The Customer undertakes to protect the card and its PIN, and not to expose the card and its PIN to loss, or cause any alteration or obliteration to the details on the card. In case of lost or stolen cards, the Customer shall notify the Bank thereof in writing in order to take the appropriate actions, and the Customer shall remain responsible for any withdrawals or transactions to be made by using such card and its PIN until the date of informing the Bank thereof.
- The Customer may use his card and its PIN for the electronic funds transfer at POSs for the purchase of goods and services, and his payments is guaranteed and may not be revoked or stopped, when using this transactions.
- The Customer may use the card to receive other services announced by the Bank from time to time against payment of the fees and commissions determined by the Bank; and the Bank shall have the right, at any time, to cancel, stop or amend all or part of such services or amend the fees and commissions applicable thereto.
- The Customer undertakes to maintain in his accounts with the Bank sufficient funds to cover all withdrawals and transactions to be made using the card in addition to the applicable fees ~~and~~ ^{commissions}. Further, the Customer is not entitled to overdraw his account unless there is a prior arrangement with the Bank in this respect, and the Bank may debit the debit balance in the relevant account from the credit balance in any other accounts for the Customer.
- The Bank shall not be responsible for any loss or material or moral damage caused directly or indirectly by a technical error or breakdown of the ATM's, POSs, or any other electronic device, unless the same is proved to be the resulting from default or negligence.
- In the event that separate cards are issued for several persons participating in a joint account, each

<p>Boubyan's investment funds.</p> <p>If the above conditions are not satisfied anymore, the bank may declassify the customer from the Platinum Segment, and the customer may enjoy another group of benefits and services provided by Boubyan Bank to customers of other services.</p> <p>23. The customer undertakes that he is the beneficial owner of this account, or whoever he authorizes by virtue of a general power of attorney or a banking power of attorney to manage this account.</p> <p>24. By virtue of signing the terms and conditions of opening the account, the bank is entitled to add the customer to the integrated system (the Civil Service Commission's System), and MGRP's system upon opening the account, and this shall serve as a declaration and acceptance on the part of the customer.</p> <p>25. The customer authorizes the bank to disclose his information (name, address, phone number, country, and nationality) to Western Union upon using Western Union's service through the bank's website/App.</p> <p>26. A Declaration of Authorization: I declare my full and unconditional approval to authorize the subscriber (Boubyan Bank) to inquire about all my data and information, including all my personal information registered with the Public Authority for Civil Information, and I further declare my full and unconditional approval to authorize the subscriber (Boubyan Bank) to inquire about all my data and credit information along with all the data and analytic & detailed information about my complete credit standing, guarantees and credit facilities extended to me as per the Law.</p> <p>27. In case the customers reached the age of 21, the accounts/file shall be suspended until he updates his information.</p> <p>28. A Declaration of Opening a Minor's Account by the Donor Mother: I, the undersigned, undertake to open a minor's account, and I undertake that all the amounts deposited in this account opened by me represent a personal gift from me to the minor and are not received by any other means. I further declare that any amounts withdrawn from the opened account shall be for the purpose of meeting the living expenses and spending for minor, provided that no other person may dispose of this account except by virtue of written instructions issued by me personally to the bank until the minor attains the age of majority.</p> <p>Second: Terms & Conditions of Saving Account Investment:</p> <p>1. Saving account investment is for individual customer under Mubarak Islamic tool, the customers can issue the account for depositing the amount for investment purposes and will be able to deposit/withdraw from the Account as per the bank conditions</p> <p>2. Saving account, Profits shall be calculated based on the average daily balance for the month. And distributed to customer account next month</p> <p>3. The customer will be able to withdraw from saving account by using the assigned form or the ATM or any other tool provided by the Bank as per its applicable rules.</p> <p>4. The saving account is assigned under Mudaraba Islamic tool where 100% of all the available balance will be invested</p> <p>5. The initial minimum amount of opening saving account is 50 KD and will not be blocked</p> <p>6. Customer who reached to age 21 years old and above can issue the Saving account after depositing the initial minimum amount will be able to deposit and withdraw from the account, and also customer under 21 years will be able to issue the account by their father or legal guardians and the mother also can open such account for her minor children or for any of them, as a fiduciary and she can deposit and withdraw from the account but if her minor child is orphan, she is prevented from withdrawing from the account</p> <p>7. For youth customer who reached to age 18 years old and above with a regular classroom in one of the institutes or universities or colleges in Kuwait or abroad will also be able to open a saving account and premium saving for the saving purpose and the deposit amount must be within the limit of the income and the account balance must not exceed KD 3,000, and if the amount exceeds and the customer haven't reached to the age 21 years old then the Father or guardian signature is needed in the transfer receipts. Moreover in case of the youth customer's desires to open a Fixed deposit with an amount that exceeds KD 3,000 despite not reaching the age of 21, the father or guardian's signature must be obtained.</p> <p>8. Mudarib profits will be 50%.</p> <p>Third: Terms & Conditions of Premium Saving Account investment:</p> <p>1. Premium Saving Account profits shall be calculated based on the lowest balance during the month</p> <p>2. The initial minimum amount of opening saving account is 500 KD and will not be blocked</p> <p>3. This account will also follow the Saving account terms and conditions as explained mentioned in point 3,4,6,7 and 8.</p> <p>Fourth: Terms & Conditions of Current Account</p> <p>1. The Customer's withdrawals from current account shall be made through cheques issued by the Bank and delivered to the Customer, or through any other duly executed payment deed accepted by the Bank. In addition withdraw may be made ATM or any credit card subject to their relevant terms and conditions.</p> <p>2. The Customer shall take due care of his chequebook, and shall immediately inform the Bank upon the loss of a cheque book or any of its cheques, and the Customer shall be liable for all damages resulting from having his cheque book or any of its cheques in the possession of third parties.</p> <p>3. The Customer authorizes the Bank to collect the amounts of commercial papers and other banking transactions, and credit their net amounts to his account with the Bank.</p> <p>4. The Bank may reject to cash any cheques drawn against deposit of cheques under collection, unless such cheques are already collected.</p> <p>5. The Customer declares his final and absolute acceptance to comply with the Central Bank of Kuwait's Instructions regarding the closure of all his checking accounts and including his name in the list of customers whose accounts are closed due to returning of cheques drawn by them or any of their representatives for insufficient funds, if, within one year, a maximum three cheques drawn by the Customer are returned for insufficient funds, or one cheque is returned for insufficient funds three times, or if the bank find ill-intent on the Customer's part, resulting in non-clearance of the cheque, or if the Customer has one returned cheque or insufficient funds while the Customer is included in the returned cheques list of other banks. In addition, the Customer declares his prior acceptance of any actions taken by the bank in this regard, and the Bank may, according to its absolute discretion, open another non-checking account for the Customer instead of the closed account, and to credit to the new account the credit facilities previously extended on the closed account, if any, and the Customer shall bear full legal liability arising from issuing such cheques, without having any resource against the bank because of closing his account, including his name in the mentioned list or any of the action taken by the bank in this regard under the provisions of Article 237 of the Kuwaiti Penal code No. 16 of 1960 and its amendment by the Law No. 84 of 2003.</p>			<p>cardholder shall be jointly liable towards the Bank for all transactions to be made upon such account using any of the above-mentioned cards.</p> <p>9. All amount payable to Boubyan bank by the client shall be charged over and above 2.5% (two and a half percent) on transactions carried on by foreign currency at the Kuwaiti dinar exchange rate against foreign currency at the date when Boubyan will receive a statement of account of these amounts from the entities which carried out such transactions, such a procedure shall be made by an express authorization from the client.</p> <p>10. All amounts accrued from the customer due to using the card shall be calculated in Kuwaiti Dinars. For this very purpose, any of the card's transactions made in a foreign currency shall be converted to the local currency (the "Kuwaiti Dinar") as per the exchange rate of the company providing the service (K-net, MasterCard or Visa, etc.) on the date of the bank's receipt of the statement of the financial transaction, provided that the value of the transaction/purchases shall be withheld as per the exchange rate of the service provided on the same day of the transaction until Boubyan Bank receives the statement of the financial transaction and performs the necessary settlements.</p> <p>Eleventh: Money Transfers:</p> <p>1. The Bank shall not be responsible for any delay, reduction, deduction, forgery or misuse of a transfer order or payment instructions. The Bank shall not be liable as well for compensating any damage that may arise as a result of the above and shall not stand as a guarantor for the same, and the Bank shall not be further responsible for any loss resulting from the error, negligence or other acts of a correspondent bank.</p> <p>Twelfth: Payment Instructions:</p> <p>1. The Bank shall be bound only by the validity of payment instructions on the day of submission thereof, within the limits of available balance or any other arrangements, if any.</p> <p>Thirteenth: Electronic Banking Services:</p> <p>1. The new account shall be opened with the same name, signature and address details stated in the Customer's CIF and shall be subject to the same terms and conditions of opening new account through the branches.</p> <p>2. The Customer shall be responsible for the details of the money transfer, and the Bank shall execute the Customer's instructions related to the transfer.</p> <p>3. The Customer shall be fully responsible for all the accounts opened using Tele-Banking or Online Banking services, and shall be solely responsible for any transfers, instructions or any other banking services made using this service in addition to any damage resulting from the misuse thereof. The Customer shall not be entitled to have recourse against the Bank for any compensation owing to any damage arising from misuse of such services or from fraud and hacking operations.</p> <p>4. E-Signature: You agree and consent to the use of a key pad, mouse, or other device to select an item, button, icon or similar act/action while using any electronic service we offer; or in accessing or making any transactions regarding any agreement, acknowledgement, consent, terms, disclosures or conditions, constitutes your signature, acceptance, and agreement as if actually signed by you in writing. You further agree that no certification authority or other third party verification is necessary to the validity of your electronic signature; and the lack of such certification or third party verification will not in any way affect the enforceability of your signature or the resulting contract between you and Boubyan Bank. In addition, any electronic document bearing a user's signature will be considered "in writing" and "we-signed". Any user e-signed document shall be deemed to be an "original" document when printed and used in the normal course of business. Absent manifest error, the admissibility, validity, or use of any e-signed electronic document cannot be contested.</p> <p>Fourteenth: Transfer Limit in Electronic Banking Services (Mobile Banking, Telex, Online Banking):</p> <p>1. Between personal accounts - Open.</p> <p>2. Transfer limits between Boubyan accounts, and local, international transfer limits shall be subject to the Bank's approved policy, which may be amended by any other procedures taken by the Bank in this regard.</p> <p>Fifteenth: SMS Service:</p> <p>1. The Bank may, at its sole discretion, amend or change any of the terms and conditions stipulated in this Agreement, including the limits and fees for money transfers at any time, and the new terms and conditions shall be effective 7 days after the Customer's receipt of a notice of the mentioned amendments made by the Bank, and in case the Customer does not accept these amendments, this Agreement may be terminated under Article (15) hereof.</p> <p>2. The Customer agrees in advance to allow the Bank to use his confidential information including User Name, ATM card PIN and Password, which will be available for third parties for the purpose of compliance with applicable laws or any resolutions or judgments passed by any court of jurisdiction.</p> <p>3. The Customer declares and agrees that by signing this Agreement to access the Bank's website to use online banking services using the Username, ATM card PIN and his Password, he shall be directly responsible for any damage or loss that afflict him due to misuse, fraud, hacking or recklessness, and negligence in maintaining the confidentiality of his password and PIN given to him. Furthermore, he shall not be entitled to have recourse against the Bank for any compensation in that regard.</p> <p>4. Each the Bank and the Customer may terminate this Agreement at any time, subject to giving a written notice by either party to the other party 30 days before the proposed termination date, without giving any reasons or bearing any obligation for such termination.</p> <p>5. The customer acknowledges that it has reviewed all the terms and conditions for opening an account along with the clauses thereof, that it accepts the same, and that it shall abide by the terms and conditions thereof. The customer further declares that it has received a copy of all the signed documents</p> <p>6. This Agreement shall be governed and secured by the applicable laws in Kuwait, and all its articles shall be subject to the jurisdiction of Kuwait courts in so far as the same do not conflict with the principles of Islamic Shari'ah.</p> <p>7. In case of any discrepancy between the Arabic & English texts, the Arabic text shall prevail.</p>								
<p>Signatories / Partners & Joint Signature Holders:</p> <table border="1"> <tr> <td>Customer Name:</td> <td>Customer Signature:</td> <td>Signature for & on behalf of Boubyan Bank:</td> </tr> <tr> <td>Customer Name:</td> <td>Customer Signature:</td> <td>Signature for & on behalf of Boubyan Bank:</td> </tr> </table>						Customer Name:	Customer Signature:	Signature for & on behalf of Boubyan Bank:	Customer Name:	Customer Signature:	Signature for & on behalf of Boubyan Bank:
Customer Name:	Customer Signature:	Signature for & on behalf of Boubyan Bank:									
Customer Name:	Customer Signature:	Signature for & on behalf of Boubyan Bank:									

The Customer undertakes that he is the beneficiary of the accounts opened in his name whether "currently" or "in the future". In addition, the Customer undertakes not to misuse the account in violation of the terms and conditions, or use the same in the activities violating the Instructions of the Central Bank of Kuwait on Money Laundering and Financing of Terrorism, and further undertakes to notify the Bank in writing, and before the concerned employee, in case of entry of another party as an actual beneficiary of the account and to provide the supporting documents for that.

Foreign Account Tax Compliance Act (“FATCA”) – Entity Self Certification

Please complete this self-certification form carefully. You may wish to consult your tax, legal and / or professional advisor with regard to any questions you may have in relation to this form, FATCA in general or any US Tax Withholding forms issued by the Internal Revenue Services (IRS).

Note: Please do not complete this self-certification form if you are an entity listed in Section A. Instead you should complete the relevant IRS forms as listed in the Section A.

Section A

Entity Type

1. US entity
2. Non US entity not resident in the State of Kuwait

Relevant IRS forms to be completed

Form W-9

Form W-8BEN-E or Form W-8IMY or Form W-8EXP or Form W-8ECI, as applicable

Section B

Please complete in BLOCK LETTERS.

Corporate/Entity Legal Name:

Commercial Registration Number:

Standard Industrial Code "SIC" (if available):

Resident address for tax purposes:

Street:

City:

Country:

Please certify your FATCA entity type based on the categories listed below. Please select only ONE category that is applicable:

FATCA Entity category	Complete information requested below	FATCA Status
1. Financial Institution in Kuwait Please provide Global Intermediary Identification Number (GIIN): <div> <div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div> <div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div> <div><div></div><div></div></div> <div><div></div><div></div><div></div><div></div></div> </div>	None	<input type="checkbox"/> Registered Deemed Compliant or Reporting Model 1 FFI
2. Certified deemed compliant entities You are a certified deemed compliant entity as per the Inter -governmental Agreement (IGA) between Kuwait & USA	None	<input type="checkbox"/> Certified deemed compliant entity
3. Excepted inter-affiliate FFI Is a member of an expanded affiliated group; Does not maintain financial accounts (other than accounts maintained for related entities); Does not make US source withholdable payments to any person other than to a related entity that are not limited FFIs or limited branches; Does not hold an account (other than a depository account in the country in which the entity is operating to pay for expenses) with or receive payments from any withholding agent other than a related entity; and Has not agreed to report under FATCA requirements or otherwise act as an agent for FATCA purposes on behalf of any financial institution, including a related entity.	None	<input type="checkbox"/> Excepted Inter-affiliate FFI
4. Government / Public Sector Entity/Central bank of Issue You are any of the following : Government Agencies and Ministries Public Sector entities or fully owned by Government Central Bank Foreign Embassies or Trade Representative Offices International Organizations (UN, WHO, World Bank, etc.) Also You are not engaged in commercial financial activities of a type engaged in by an insurance company, custodial institution, or depository institution The benefit of the entity's income does not inure to any private person	None	<input type="checkbox"/> Government, Central Bank, International Organization or Entity wholly owned by Exempt Beneficial Owner

FATCA Entity category	Complete information requested below		FATCA Status
5. Charity/ Non-profit Organization You are a Charity/ Non-profit organization established and maintained exclusively for: Religious, charitable, scientific, artistic, cultural or educational purposes, or Professional organization, business league, chamber of commerce, labour organization, agricultural or horticultural organization, civil league or an organization operated exclusively for promotion of social welfare The Charity/ Non-profit organization fulfills all the following conditions: Has no shareholders or members who have a proprietary or beneficial interest in its income or assets; Its formation documents or the local law do not permit the distribution of any income or assets to or for the benefit of a private person or non-charity entity except for payment as reasonable compensation for services or distribution in accordance with the charity's charitable activities; and Its formation documents or the local law require all of the charity's assets to be distributed to a government entity or other non-profit organization upon the charity's dissolution or liquidation.	None	<input type="checkbox"/>	Non-Profit Organization
6. Publicly Listed Company and its Related Entity Your stock is regularly traded on one or more established securities markets, or You are an affiliate (in other words, a member) of an entity the stock of which is regularly traded on an established securities market The company or its related Entities is primarily engaged in a business other than that of a Financial Institution	Name of Stock Exchange: _____ Registration Number: _____	<input type="checkbox"/>	Publicly traded NFFE or NFFE affiliate of a publicly traded corporation
7. Treasury / Financing Centre of Corporate Groups You engage in financing and hedging transactions with, or for, Related Entities that are not Financial Institutions, and The group of such Related Entities is primarily engaged in a business other than that of a Financial Institution, and You do not provide financing or hedging services to any entity that is not a Related Entity	None	<input type="checkbox"/>	Excepted Nonfinancial Group Entity
8. Start-up Company You are just starting and not yet in operations, and have no prior operating history ; You are investing capital into assets with the intention to operate a business other than that of a Financial Institution and The date of your incorporation is not more than 24 months prior to the date of this self - certification form	None	<input type="checkbox"/>	Excepted Nonfinancial Start-Up Company
9. Company under liquidation or Bankruptcy You have filed a plan of liquidation, filed a plan of reorganization, or filed for bankruptcy on (Please provide date): During the past 5 years you have not been engaged in business as a financial institution or acted as a passive Nonfinancial Foreign Entity (passive NFFE); You are either liquidating or emerging from a reorganization or bankruptcy with the intent to continue or recommence operations as a nonfinancial entity; and You will provide documentary evidence such as a bankruptcy filing or other public documentation that supports your claim if you remain in bankruptcy or liquidation for more than three years.	None	<input type="checkbox"/>	Excepted Nonfinancial Entity in liquidation
10. Direct Reporting NFFE As a Direct Reporting NFFE you are registered with the IRS and are issued a Global Intermediary Identification Number (GIIN). Please provide Global Intermediary Identification Number (GIIN): [][][][][][][][] . [][][][][][][][] . [][] . [][][][]	None	<input type="checkbox"/>	Direct reporting NFFE
11. Active Business Entity You derive less than 50% of your gross income (for previous calendar year) from Passive Income such as investments, dividends, interests, rents or royalties, and More than 50% of the weighted average percentage of assets held by you (tested quarterly, using fair market value or book value of assets as reflected in your balance sheet) produce or are held to produce income for these business activities	Your primary line of business is: _____	<input type="checkbox"/>	Active NFFE
12. Passive Investment Entity (with no Controlling Persons who are US persons) You derive more than 50% of your gross income (for the previous calendar year) from Passive Income such as investments, dividends, interests, rents or royalties, and You do not have any Controlling Person who is US Person.	None	<input type="checkbox"/>	Passive NFFE without Controlling Person who is US person
13. Passive Investment Entity (with Controlling Person who are US persons) You derive more than 50% of your gross income (for the previous calendar year) from Passive Income such as investments, dividends, interests, rents or royalties, and You have any Controlling Person who is US Person .	Please complete Section C of this form	<input type="checkbox"/>	Passive NFFE with Controlling Persons who is US Person

FATCA Entity category	Complete information requested below	FATCA Status
14. Others You are none of the above.	Please complete and submit the appropriate US Tax Withholding Form	<input type="checkbox"/> Status to be confirmed from US Tax Withholding Form

Section C

Controlling persons who are US persons (Please complete only if you selected FATCA category 13 in Section B.)
 Please provide details as per the table below for each controlling person who is a US person

Name	Resident Address for Tax Purposes	Date of Birth/incorporation (MM-DD-YYYY)	U.S. TIN (SSN/EIN)	Percentage of Ownership (%)

Section D

Self-Declaration:

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- (1) The entity identified in Section B of this form is the beneficial owner of all the income to which this form relates and is using this form to certify its status for FATCA purposes
- (2) The entity identified in Section B of this form is not a U.S. person

I agree that I will submit a revised form within 30 days if there is any change of circumstances which will necessitate an update to the information provided in this form

Name and designation of Authorized Signatory:	Signature:	Date:

General Instructions

This form has to be completed by all entities resident in Kuwait for tax purposes that wish to open a relationship with a Financial Institution in Kuwait.

Purpose of the form

The government of State of Kuwait have signed a Tax information exchange agreement with the Government of United States of America. Under this Inter-Governmental Agreement also referred to as the Model 1 IGA it is required by Financial Institutions in Kuwait to determine the status of entities under the US Foreign Account Tax Compliance Act (FATCA). The entity classification and information provided on this form will be used by the Financial Institution in Kuwait to ascertain if the entity account is reportable under FATCA requirements. This is a self-certification form and has to be completed only by persons who are authorized to sign on behalf of the entity.

Change in circumstance

If a change in circumstances makes any information on the Form you have submitted incorrect for purposes of FATCA, you must notify the financial institution within 30 days of the change in circumstances and you must file a new Form.

Expiration of Form

Generally, this self-certification should be renewed in line with the normal KYC and/or AML update procedures unless a change in circumstances makes any information on the form incorrect.

Glossary of terms

All terms used on this form have been explained below. For further understanding please refer to the Inter-governmental Agreement between Government of State of Kuwait and Government of United States of America. *This glossary is for the purpose of general guidance only and for any technical interpretations the original agreement has to be referred.* The Agreement can be found at the link

<http://www.treasury.gov/resource-center/tax-policy/treaties/Pages/FATCA-Archive.aspx>.

For purposes of this agreement and any annexes thereto ("Agreement"), the following terms shall have the meanings set forth below:

- a. The term **"United States"** means the United States of America, including the States thereof, but does not include the US Territories. Any reference to a "State" of the United States includes the District of Columbia.
- b. The term **"US Territory"** means American Samoa, the Commonwealth of the Northern Mariana Islands, Guam, the Commonwealth of Puerto Rico, or the US Virgin Islands.
- c. The term **"IRS"** means the US Internal Revenue Service.
- d. The term **"Kuwait"** means State of Kuwait, including the Government of State of Kuwait.
- e. The term **"Partner Jurisdiction"** means a jurisdiction that has in effect an agreement with the United States to facilitate the implementation of FATCA. The IRS shall publish a list identifying all Partner Jurisdictions.
- f. The term **"Competent Authority"** means:
 - i. in the case of the United States, the Secretary of the Treasury or his delegate; and
 - ii. in the case of Kuwait, Ministry of Finance
- g. The term **"Financial Institution"** means a Custodial Institution, a Depository Institution, an Investment Entity, or a Specified Insurance Company.
- h. The term **"Financial Institution in Kuwait"** means (i) any Financial Institution resident in/organized under the laws of Kuwait, but excluding any branch of such Financial Institution that is located outside Kuwait, and (ii) any branch of a Financial Institution not resident in/organized under the laws of Kuwait, if such branch is located in Kuwait.
- i. The term **"Custodial Institution"** means any Entity that holds, as a substantial portion of its business, financial assets for the account of others. An entity holds financial assets for the account of others as a substantial portion of its business if the entity's gross income attributable to the holding of financial assets and related financial services equals or exceeds 20% of the entity's gross income during the shorter of: (i) the three-year period that ends on December 31 (or the final day of a non-calendar year accounting period) prior to the year in which the determination is being made; or (ii) the period during which the entity has been in existence.
- j. The term **"Depository Institution"** means any Entity that accepts deposits in the ordinary course of a banking or similar business.
- k. The term **"Investment Entity"** means any Entity that conducts as a business (or is managed by an entity that conducts as a business) one or more of the following activities or operations for or on behalf of a customer:
 - i. trading in money market instruments (cheques, bills, certificates of deposit, derivatives, etc.); foreign exchange; exchange, interest rate and index instruments; transferable securities; or commodity futures trading;
 - ii. individual and collective portfolio management; or
 - iii. otherwise investing, administering, or managing funds or money on behalf of other persons.
- iv. This subparagraph 1(j) shall be interpreted in a manner consistent with similar language set forth in the definition of "financial institution" in the Financial Action Task Force Recommendations.
- l. The term **"Specified Insurance Company"** means any Entity that is an insurance company (or the holding company of an insurance company) that issues, or is obligated to make payments with respect to, a Cash Value Insurance Contract or an Annuity Contract.
- m. The term **"Insurance Contract"** means a contract (other than an Annuity Contract) under which the issuer agrees to pay an amount upon the occurrence of a specified contingency involving mortality, morbidity, accident, liability, or property risk.
- n. The term **"Annuity Contract"** means a contract under which the issuer agrees to make payments for a period of time determined in whole or in part by reference to the life expectancy of one or more individuals. The term also includes a contract that is considered to be an Annuity Contract in accordance with the law, regulation, or practice of the jurisdiction in which the contract was issued, and under which the issuer agrees to make payments for a term of years.
- o. The term **"Cash Value Insurance Contract"** means an Insurance Contract (other than an indemnity reinsurance contract between two insurance companies) that has a Cash Value greater than \$50,000.
- p. The term **"Cash Value"** means the greater of (i) the amount that the policyholder is entitled to receive upon surrender or termination of the contract (determined without reduction for any surrender charge or policy loan), and (ii) the amount the policyholder can borrow under or with regard to the contract. Notwithstanding the foregoing, the term "Cash Value" does not include an amount payable under an Insurance Contract as:
 - i. a personal injury or sickness benefit or other benefit providing indemnification of an economic loss incurred upon the occurrence of the event insured against;
 - ii. a refund to the policyholder of a previously paid premium under an Insurance Contract (other than under a life insurance contract) due to policy cancellation or termination, decrease in risk exposure during the effective period of the Insurance Contract, or arising from a redetermination of the premium due to correction of posting or other similar error; or
 - iii. a policyholder dividend based upon the underwriting experience of the contract or group involved.
- q. The term **"US Person"** means a US citizen or resident individual, a partnership or corporation organized in the United States or under the laws of the United States or any State thereof, a trust if (i) a court within the United States would have authority under applicable law to render orders or judgments concerning substantially all issues regarding administration of the trust, and (ii) one or more US persons have the authority to control all substantial decisions of the trust, or an estate of a decedent that is a citizen or resident of the United States. This subparagraph 1(aa) shall be interpreted in accordance with the US Internal Revenue Code.
- r. The term **"Entity"** means a legal person or a legal arrangement such as a trust.
- s. The term **"US Source Withholdable Payment"** means any payment of interest (including any original issue discount), dividends, rents, salaries, wages, premiums, annuities, compensations, remunerations, emoluments, and other fixed or determinable annual or periodical gains, profits, and income, if such payment is from sources within the United States. Notwithstanding the foregoing, a US Source Withholdable Payment does not include any payment that is not treated as a withholdable payment in relevant US Treasury Regulations.
- t. An Entity is a **"Related Entity"** of another Entity if either Entity controls the other Entity, or the two Entities are under common control. For this purpose control includes direct or indirect ownership of more than 50 percent of the vote or value in an Entity. Notwithstanding the foregoing, [FATCA Partner] may treat an Entity as not a Related Entity of another Entity if the two Entities are not members of the same expanded affiliated group as defined in section 1471(e)(2) of the US Internal Revenue Code.
- u. The term **"US TIN"** means a US federal taxpayer identifying number.
- v. The term **"Controlling Persons"** means the natural persons who exercise control over an Entity. In the case of a trust, such term means the settlor, the trustees, the protector (if any), the beneficiaries or class of beneficiaries, and any other natural person exercising ultimate effective control over the trust, and in the case of a legal arrangement other than a trust, such term means persons in equivalent or similar positions. The term "Controlling Persons" shall be interpreted in a manner consistent with the Financial Action Task Force Recommendations.
- w. The term **"Passive Income"** means portion of gross income that consists of any of the following:
 - i. Dividends, including substitute dividend amounts;
 - ii. Interest;
 - iii. Income equivalent to interest, including substitute interest and amounts received from or with respect to a pool of insurance contracts if the amounts received depend in whole or part upon the performance of the pool;
 - iv. Rents and royalties, other than rents and royalties derived in the active conduct of a trade or business conducted, at least in part, by employees of the NFFE;
 - v. Annuities;
 - vi. The excess of gains over losses from the sale or exchange of property that gives rise to passive income;
 - vii. The excess of gains over losses from transactions (including futures, forwards, and similar transactions) in any commodities unless used for hedging or active business;
 - viii. Foreign currency gains;
 - ix. Net income from notional principal contracts;
 - x. Amounts received under cash value insurance contracts;
 - xi. Amounts earned by an insurance company in connection with its reserves for insurance and annuity contracts.
2. Any term not otherwise defined here shall, unless the context otherwise requires or the Competent Authorities agree to a common meaning (as permitted by domestic law), have the meaning that it has at that time under the law of the Party applying this Agreement, any meaning under the applicable tax laws of that Party prevailing over a meaning given to the term under other laws of that Party.

Common Reporting Standards – CRS Entity Self Certification

اتفاقية تبادل المعلومات الضريبية المشتركة نموذج الإقرار الذاتي للشركات

Please read these instructions before completing the form.

Ministerial Order No. 36 of 2017 issued by the Kuwait Ministry of Finance ("MoF") requires Boubyan Group, as a financial institution, to collect and report certain information about an account holder's tax residency. If the account holder's tax residence is located outside of Kuwait, we may be legally obliged to pass on the information in this form and other financial information with respect to your financial accounts to the Kuwait Ministry of Finance, and they may exchange this information with tax authorities of another jurisdiction or jurisdictions pursuant to intergovernmental agreements to exchange financial account information.

This form is intended to request information consistent with requirements of the above-mentioned Ministerial Order. It will remain valid unless there is a change in circumstances relating to information, such as the account holder's tax status or other mandatory information that makes this form incorrect or incomplete. In that case, you must notify us and provide an updated self-certification.

Please complete this form where you need to self-certify on behalf of an entity account holder.

- If you are an individual account holder / sole trader / sole proprietor, do not complete this form. Instead, please complete the KYC form for individuals.
- For joint or multiple account holders please complete a separate form for each account holder.
- If the Account Holder is a U.S. tax resident under U.S. law, you should indicate that the account holder is a U.S. tax resident on this form and you should also fill in an IRS W-9 form.

For more information on tax residence, please consult your tax adviser, the information at the Kuwait MoF portal/website, or the OECD automatic exchange of information portal.

Where the Account Holder is a Passive NFE, or an Investment Entity located in a Non-Participating Jurisdiction managed by another Financial Institution, please provide information on each natural person(s) who exercises control over the Account Holder (individuals referred to as "Controlling Person(s)") by completing Section E below. This information should be provided by all Investment Entities located in a Non-Participating Jurisdiction and managed by another Financial Institution.

You should indicate the capacity in which you have signed in Section D. For example, you may be the custodian or nominee of an account on behalf of the account holder, or you may be completing the form under a signatory authority or power of attorney.

As a financial institution, we are not allowed to give tax advice.

Your tax adviser may be able to assist you in answering specific questions on this form. Your domestic tax authority can provide guidance regarding how to determine your tax status. You can also find out more, including a list of jurisdictions that have signed agreements to automatically exchange information, along with definitions and details about the information being requested, on the Kuwait MoF portal/website & the OECD automatic exchange of information portal.

يرجى قراءة هذه التعليمات قبل تعبئة النموذج.

أصدرت وزارة المالية في الكويت القرار الوزاري رقم 36 لسنة 2017 والذي يتطلب من مجموعة بوبيان كمؤسسة مالية جمع معلومات عن الإقامة الضريبية لأصحاب الحساب والإبلاغ عن تلك المعلومات في حال كان بلد الإقامة الضريبية خارج دولة الكويت، قد نكون ملزمين قانونياً بالإبلاغ إلى الوزارة المالية في الكويت عن المعلومات الواردة في هذا النموذج وغيرها من المعلومات المالية التي تخص حساباتكم وقد يتم تبادل هذه المعلومات مع السلطات في دول أخرى وفقاً للاتفاقيات الحكومية لتبادل معلومات عن الحسابات المالية.

الغرض من هذا النموذج هو طلب معلومات تتوافق مع متطلبات القرار الوزاري المذكور أعلاه ويطلب النموذج صالحي ما لم يكن هنا أي تغيير في المعلومات مثل الحالة الضريبية لأصحاب الحساب أو معلومات إلزامية أخرى تجمع هذا النموذج غير صحيح أو غير كامل وفي هذه الحالة يجب علي إخطارنا وتقديم نموذج إقرار ذاتي محدث.

يرجى تعبئة هذا النموذج في حال الإقرار الذاتي نيابة عن صاحب حساب الشركة الكيان /

- إذا كنت فرداً أو صاحب شركة الشخص الواحد، يرجى تعبئة نموذج إقرار عميل لأفراد

- لحسابات المشتركة، يرجى تعبئة نموذج منفصل لك صاحب حساب
- إذا كان صاحب الحساب مقيم ضريبياً في الولايات المتحدة ويخضع للقانون الأمريكي يرجى تحديد ذلك في النموذج وتعبئة أيضاً نموذج W-9

للمزيد من المعلومات عن الإقامة الضريبية، يرجى استشارة مستشار الضريبي أو المعلومات الموجودة على موقع بوابة /وزارة المالية، الكويتية أو بوابة تبادل المعلومات التلقائي لمنظمة التعاون والتنمية في الميدان الاقتصادي

في حال كان صاحب الحساب شركة غير مالية غير نشطة أو شركة استثمارية تعمل في دولة غير مشاركة في اتفاقية تبادل المعلومات الضريبية المشتركة وتدار من قبل مؤسسة مالية أخرى أذناه (هـ) يرجى تزويد معلومات الأشخاص المسيطرين من خلال تعبئة القسم (ج) يجب تزويد هذه المعلومات من قبل جميع الشركات الاستثمارية التي تعمل في دول غير مشاركة في اتفاقية تبادل المعلومات الضريبية المشتركة وتدار من قبل مؤسسات مالية أخرى

على سبيل المثال، قد (يجب أيضاً تحديد صفة الموقع في القسم (تكون الوصي أو المرشح للحساب نيابة عن صاحب الحساب أو قد تقوم بتعبئة النموذج بصفتك مخو بالتوقيع على الحساب أو موك رسمي

كمؤسسة مالية، لا يسمح لنا بتقديم المشورة الضريبية.

يمكن الرجوع إلى مستشار الضريبي لمساعدتك في الإجابة عن أسئلة محددة في هذا النموذج، كما يمكن أن توفر هيئة الضرائب المحلية إرشادات بشأن كيفية تحديد حالت الضريبية يمكن أيضاً معرفة المزيد بما في ذلك قائمة بالدول التي وقعت اتفاقيات لتبادل المعلومات، تلقائياً بالإضافة إلى تعريفات وتفاسي عن المعلومات المطلوبة على بوابة موقع وزارة المالية، الكويتية أو بوابة تبادل المعلومات التلقائي لمنظمة التعاون والتنمية في الميدان الاقتصادي

Section A – Identification of Account Holder

قسم أ معلومات صاحب الحساب

1. Legal Name of Entity/Branch:

1. الاسم القانوني للشركة/الفرع:

2. Country of Incorporation or Organization:

2. بلد التأسيس:

3. Current Residence Address

3. عنوان الإقامة الحالي

House / Apt / Suite Name, Number, Street:

المنزل / البناية / الشارع :

Town / City / Province / County / State:

المنطقة / المدينة :

Country:

البلد :

Postal Code/ZIP Code (if any):

الرمز البريدي (إن وجد):

4. Mailing Address (please only complete if different to the address shown in Question 3 above)

5 عنوان البريدي (يرجى التعبئة إذا كان العنوان البريدي مختلف عن عنوان الإقامة فقط)

House / Apt / Suite Name, Number, Street:

المنزل / البناية / الشارع :

Town / City / Province / County / State:

المنطقة / المدينة :

Country:

البلد :

Postal Code/ZIP Code (if any):

الرمز البريدي (إن وجد):

Section B – Entity Type Please provide the Account Holder's Status by ticking **ONE** of the following boxes. **القسم ب** تصنيف الكيان القانوني يرجى تصنيف صاحب الحساب م إدخال لوضع عالم أعلى أح المربعات التالية.

1. Financial Institution (FI) **1. مؤسسة مالية**

a. Depository Institution, Custodial Institution or Specified Insurance Company ☐ **أ** مؤسسة إيداع مؤسسة تمارس نشاط الحفظ الممين لأوراق المالية أو شرك تأمين محددة

b. An Investment Entity located in a Non-Participating Jurisdiction and managed by another FI ☐ **ب** شركة استثماري تقع في دولة غير مشاركة في اتفاقية تبادل المعلومات الضريبية المشتركة تدار من قبل مؤسسة مالية أخرى

(Note: If ticking this box, please also complete Section E below) **في حال (ملاحظة) التأشير على هذا المربع يرجى تعبئة القسم ، ه) إنباه**

c. Other Investment Entity ☐ **ج** شركة استثماري أخرى

If you have selected any of (a), (b), or (c) above, please provide the Account Holder's Global Intermediary Identification Number ("GIIN") obtained for FATCA purposes. **في العلى، يرجى تزويد (ج)، أو (ب)، (أ) اختيار أي من رقم تعريف الوسيط الدولي الخاص بالقانون الأمريكي لامتثال الضريبي للحسابات الأجنبية (FATCA)**

2. Active NFE **2. شركة غير مالي قشط ة**

a. A corporation the stock of which is regularly traded on established securities market or a corporation that is a related entity of such a corporation. ☐ **أ** شركة يتم تداول أوراقها المالية بصورة منتظمة في سوق أوراق مالية معتمد أو شركة تكون تابعة لتل المنشأة

If you have selected (a) above, please provide the name of the established securities market on which the corporation is regularly traded: **في حا قمت بالتأشير (أ)، (أ) ذكر اسم سوق الأوراق المالية المعتمد الذي يتم تداول أسهم الشركة فيه:**

If you are a Related Entity of a regularly traded corporation, please provide the name of the regularly traded corporation that the Entity in (a) is a Related Entity of: **في حا كانت الشركة تابعة إحدى الشركات، المدرجة يرجى ذكر اسم الشركة المدرجة التي تزاو تجارتها والتي تتبع لها الشركة المذكورة في):**

b. A Government Entity or Central Bank ☐ **ب** شركة حكومية أو بن مركزي

c. An International Organization ☐ **ج** منظمة دولية

d. Other Active NFE (for example a -up NFE or a non profit NFE) ☐ **د** شركة غير مالية كمثا شركة غير نشطة أخرى (مالية تحت التأسيس أو شركة غير مالية غير ربحية)

3. Passive NFE (Note: if ticking this box please also complete Section E below) ☐ **3. شركة غير مالية غير نشطة** ملاحظة: في حا التأشير على هذا المربع يرجى تعبئة القسم ه) إنباه

IF YOU HAVE TICKED 1(B) OR 3 ABOVE PLEASE COMPLETE SECTION E

في حال التأشير على 1 أو 3 أعلاه يرجى تعبئة القسم ه)

Section C – Country/Jurisdiction of Residence for Tax Purposes and related Taxpayer Identification Number or functional equivalent* ("TIN") **القسم ج** بلد الإقامة الغراض الضريبية ورقم التعريف الضريبي أو المكافئ الوظيفي

Please complete the following table indicating (i) where the Account Holder is tax resident and (ii) the Account Holder's TIN for each country/Reportable Jurisdiction indicated. **يرجى اكما الجدو التالي مشيرا إلى (i) بلد ضريبة صاحب الحساب و (ii) رقم التعريف الضريبي لصاحب الحساب لك بلد مشار إليه**

If the Account Holder is not tax resident in any country/jurisdiction, please indicate that on line 1 and provide its place of effective management or jurisdiction in which its principal office is located. **إذا لم يكن صاحب الحساب مقيما ضريبيا في أي بلد يرجى الإشارة إلى ذل في السطر الو للتصريح عن مكان الإدارة الفعلية أو الدولة التي يقع فيها مقر الشركة الرئيسي**

If the Account Holder is tax resident in more than three countries/jurisdictions, please use a separate sheet. **في حا كان صاحب الحساب دافع للضريبة في أكثر من ثلاثة ، دو يرجى استخدام ورقة منفصلة .**

If a TIN is unavailable please provide the appropriate **A, B or C** where indicated below: **في حا كان رقم التعريف الضريبي غير متاح، يرجى ذكر سبب مناسب (أ)، (ب) أو (ج):**

Reason A The country/jurisdiction where the Account Holder is resident does not issue TINs to its residents. **السبب أ** السلطة التي يكون عدم إصدار رقم التعريف الضريبي في البلد لصاحب الحساب ملزما بدفع الضريبة بها

Reason B The Account Holder is otherwise unable to obtain a TIN or equivalent number (Please explain why you are unable to obtain a TIN in the below table if you have selected this reason). **السبب ب** عدم قدرة صاحب الحساب الحصول على رقم التعريف الضريبي أو رقم مكافئ في حا قمت باختيار هذا السبب، يرجى شرح سبب عدم القدرة في الحصول على رقم تعريف الضريبة في الجدو

Reason C No TIN is required. (Note: Only select this reason if the domestic law of the relevant jurisdiction does not require the collection of the TIN issued by such jurisdiction). **السبب ج** رقم تعريف دافع الضريبة غير مطلوب قم باختيار هذا السبب فقط في حا (ملاحظة: كان القانون المحلي في السلطة المعنية ال يتطلب الحصول على رقم تعريف ضريبي صادر عن ت ل السلطة)

Country/Jurisdiction of tax residence بلد الإقامة الضريبي	TIN رقم التعريف الضريبي	If no TIN available enter Reason A, B or C أ (ب) (ج) (في حال عدم توفر رقم التعريف الضريبي

Please explain in the following boxes why you are unable to obtain a TIN if you selected **Reason B** above.

يرجى شرح سبب عدم قدرتك على الحصول على رقم تعريف الضريبي في المربعات التالية في حاقت باختيار السبب(ب) أعلاه)

Section D – Declarations and Signature

قسم د - إقرار بالتوقيع

I agree that the information supplied by me is covered by the full provisions of the terms and conditions governing the Account Holder's relationship with Boubyan Bank setting out how Boubyan Bank may use and share the information supplied by me.

أوافق على أن المعلومات المقدمة من قبلي مشمولة بجميع أحكام الشروط والأحكام التي تحكم علاقة صاحب الحساب مع بنك بوبيان والتي تحدد كيفية استخدام ومشاركة بنك بوبيان للمعلومات المقدمة من قبلي .

I acknowledge that the information contained in this form and information regarding the Account Holder and any Reportable Account(s) may be provided to the tax authorities of the country/jurisdiction in which this account(s) is/are maintained and exchanged with tax authorities of another country/jurisdiction or countries/jurisdictions in which the Account Holder may be tax resident pursuant to intergovernmental agreements to exchange financial account information.

أقر أن المعلومات المضمنة في هذا النموذج وكذلك المعلومات التي تخص صاحب الحساب وأي حساب لحسابات يتم التبليغ عنها من الممكن تقديمها إلى السلطات الضريبية في البلد المحتفظ بالحساب ومن الممكن تبادلها مع السلطات الضريبية لبلد أو بلدان أخرى والتي يكون صاحب الحساب مقيماً بها لغراض الضريبية وذلك عمالاً بالاتفاقيات الدولية الخاصة بتبادل معلومات الحساب المالي .

I certify that I am authorized to sign for the Account Holder of all the account(s) to which this form relates.

وأشهد بأن لدي الصلاحيات بالتوقيع لصاحب الحساب فيما يخص جميع الحسابات ذات الصلة بهذا النموذج .

I declare that all statements made in this declaration are, to the best of my knowledge and belief, correct and complete.

وأقر بأن جميع البيانات المقدمة في هذا القرار هي على حسب علمي صحيحة وكاملة .

I undertake to advise Boubyan Bank within 30 days of any change in circumstances which affects the tax residency status of the Account Holder identified in Section A of this form or causes the information contained herein to become incorrect or incomplete (including any changes to the information on controlling persons identified in Section E below), and to provide Boubyan Bank with a suitably updated Self-certification and Declaration within 30 days of such change in circumstances.

أتعهد بأن أبلغ بنك بوبيان خلال 30 يوم بأي تغيير في الظروف التي من الممكن أن تؤثر على حالة بلد الإقامة الضريبية لصاحب الحساب الموضح في هذا النموذج أو تؤدي إلى أن تصبح المعلومات المضمنة في هذا النموذج غير صحيحة بما في ذلك) انهاء(هأي تغيير في معلومات الشخص المسيطر الموضح في القسم ((، وتقديم نموذج إقرار ضريبي ذاتي محدث إلى بنك بوبيان خلال 30 يوم من ذلك التغيير .

Signature:

التوقيع :

Print name:

الاسم:

Date:

التاريخ:

Note: Please indicate the capacity in which you are signing the form (for example 'Authorized Officer'). If signing under a power of attorney, please attach a certified copy of the power of attorney.

ملاحظة: يرجى تحديد الصفة القانونية للشخص القائم بالتوقيع على هذا النموذج في حاقت لم يكن المستفيد من الحساب في حاقت تم التوقيع على النموذج بموجب توكلي . يرجى إرفاق نسخة مصدقة من التوكلي

Capacity:

صفة الموقع:

Section E – Identification of Controlling Person

قسم ه - معلومات عن الشخص المسيطر

Please complete this section if you have selected 1(b) or 3 above.

جى تعبئة هذا القسم في حاقت التأثير على 1ب) أو 3 أعلاه

	Controlling Person 1	Controlling Person 2	Controlling Person 3
	الشخص المسيطر 1	الشخص المسيطر 2	الشخص المسيطر 3
1. Name of the Controlling Person			
1. اسم الشخص المسيطر			
2. Type of Controlling Person			
2. طبيعة الشخص المسيطر			
Controlling Person of a legal person:			
شخص مسيطر في كيان قانوني			
▪ Control by ownership (≥ 25%)			▪ مسيطر عن طريق الملكية (نسبة) 25% أكثر)
▪ Senior Managing Official (Board Member or Executive Management)			▪ كبار المسؤولين الإداريين (عضو مجلس الإدارة أو الإدارة التنفيذية)
▪ Control by other means (e.g. Authorized Signatory)			▪ مسيطر عن (منا طريق وسائ أخرى : بالتوقيع على الحساب)
Other type of Controlling Person:			
أنواع أخرى للشخص المسيطر:			
▪ Controlling Person of a trust			▪ شخص مسؤو عن صندوق
▪ Controlling Person of a legal arrangement (non-trust)			▪ شخص مسؤو عن ترتيبات قانونية (خالف الصندوق)
3. Current Residence Address			
3. عنوان الإقامة الحالي			
Address details (Building, Street, City, Province/State, etc.)			تفاصيل العنوان الحالية، الشارع، المدينة، المنطقة/الولاية)
Country			البلد
Postal Code/ZIP Code (if any)			الرم الزالبريدي (ان) وجد)

4. العنوان البريدي يرجى التعبئة إذا كان العنوان البريدي مختلف عن عنوان الإقامة فقط)

4. Mailing Address (please only complete if different to the current residence address shown above)

Address details (Building, Street, City, Province/State, etc.)

العنوان (المبنى، الشارع، المنطقة/الولاية)

Country

البلد

Postal Code/ZIP Code (if any)

الرمم البريدي (إن وجد)

5. Date of Birth:

تاريخ الميلاد:

6. Place of Birth (Country – City):

مكان الميلاد (البلد) – المدينة):

7. Please enter the legal name of the relevant Entity Account Holder(s) of which you are a Controlling Person

7. يرجى تزويدنا بأسماء الشركات التي أنتم أشخاص مسيطرين فيها

Legal name of Entity 1				الاسم القانوني لشركة 1
Legal name of Entity 2				الاسم القانوني لشركة 2
Legal name of Entity 3				الاسم القانوني لشركة 3

Country/Jurisdiction of tax residence	TIN	If no TIN available enter Reason A, B or C	Please explain why you are unable to obtain a TIN if you selected Reason B above.
بلد الإقامة الضريبية	رقم التعريف الضريبي	في حال عدم توفر رقم التعريف الضريبي يرجى (أ)، (ب)، (ج)، (د) (الدخل السبب)	يرجى شرح سبب عدم قدرتك على الحصول على رقم التعريف الضريبي في أعلاه (بالمرئيات التالية في حال قمت باختيار السبب)
Controlling Person 1			
الشخص المسيطر 1			
Controlling Person 2			
الشخص المسيطر 2			
Controlling Person 3			
الشخص المسيطر 3			

I agree that the information supplied by me is covered by the full provision s of the terms and conditions governing the Account Holder's relationship with Boubyan Bank setting out how Boubyan Bank may use and share the information supplied by me.

I acknowledge that the information contained in this form and information regarding the Controlling Person and any Reportable Account(s) may be reported to the tax authorities of the country/jurisdiction in which this account(s) is/are maintained and exchanged with tax authorities of another country/jurisdiction or countries/jurisdictions in which [I/the Controlling Person] may be tax resident pursuant to intergovernmental agreements to exchange financial account information.

I certify that I am the Controlling Person, or am authorized to sign for the Controlling Person, of all the account(s) held by the Entity Account Holder to which this form relates.

I declare that all statements made in this declaration are, to the best of my knowledge and belief, correct and complete.

I undertake to advise Boubyan Bank within 30 days of any change in circumstances which affects the tax residency status of the Account Holder identified in Section A of this form or causes the information contained herein to become incorrect or incomplete (including any changes to the information on controlling persons identified in Section E), and to provide Boubyan Bank with a suitably updated self -certification and Declaration within 30 days of such change in circumstances.

أوافق على أن المعلومات المقدمة من قبلي مشمولة بجميع أحكام الشروط والأحكام التي تحكم علاقة صاحب الحساب مع بن بوبيان والتي تحدد كيفية استخدام ومشاركة بن بوبيان للمعلومات المقدمة من قبلي

أقر أن المعلومات المضمنة في هذا النموذج وكنل المعلومات التي تخص الشخص المسيطر وأي حسابات يتم التبليغ عنها من الممكن تقديمها إلى السلطات الضريبية في البلد حساباً بالمحتفظ بالحساب ومن الممكن تبادلها مع السلطات الضريبية لبلد أو بلدان أخرى والتي يكون صاحب الحساب مقيماً بها الغرض الضريبية وذلك عمال بالتفاقيات الدولية الخاصة بتبادل معلومات الحساب المالي

وأشهد بأنني الشخص المسيطر، أو مفوض بالتوقيع عن الشخص المسيطر فيما يخص جميع الحسابات ذات الصلة بهذا النموذج .

وأقر بأن جميع البيانات المقدمة في هذا القرار هي على حسب علمي صحيحة وكاملة .

أتعهد بأن أبلغ بن بوبيان خلال 30يوم بأي تغيير في الظروف التي من الممكن أن تؤثر على حالة بلد الإقامة الضريبية لصاحب الحساب الموضح في هـ ذا النموذج أو تؤدي إلى أن تصبح المعلومات المضمنة بما في ذلك أي تغيير في معلومات الشخص المسيطر الموضح في القسم في هذا النموذج غير صحيحة) وتقديم نموذج اقرار ضريبي ذاتي محدث إلى بن بوبيان خلال (هـ)، (30يوم من ذلك التغيير

Controlling Person 1	Controlling Person 2	Controlling Person 3
الشخص المسيطر 1	الشخص المسيطر 2	الشخص المسيطر 3
Signature:		
التوقيع :		
Print name:		
الاسم :		
Date:		
التاريخ :		

Note: Please indicate the capacity in which you are signing the form (for example 'Authorized Officer'). If signing under a power of attorney, please also attach a certified copy of the power of attorney.

ملحظة :يرجى تحديد الصفة القانونية للشخص القائم بالتوقيع على هذا النموذج في حال لم يكن المستفيد من الحساب في حال تم التوقيع على النموذج بموجب توكي يرجى ارفاق نسخة مصدقة من التوكي

Capacity:				صفة الموقع :
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إقرار الاطلاع على الشروط والأحكام الخاصة بالمنتج / الخدمة واستلام نسخة من العقود / المستندات

Declaration of Reading the Product/Service Terms & Conditions, and Receiving a Copy of the Contracts/Documents

Date:	التاريخ:
Branch:	الفرع :

I, the undersigned, declare that I have reviewed all the content of the terms and conditions of product / services:

أقر انا الموقع ادناه بأنني قد أطلعت على كافة ما تضمنته الشروط والأحكام الخاصة بالمنتجات / الخدمات المحددة ادناه :

<input type="checkbox"/> Opening an account form & its related document.	<input type="checkbox"/> فتح الحساب وملحقاتها .
<input type="checkbox"/> Credit card.	<input type="checkbox"/> إصدار البطاقة الائتمانية .
<input type="checkbox"/> Prepaid card.	<input type="checkbox"/> إصدار بطاقة مسبقة الدفع.
<input type="checkbox"/> Opening fixed deposit.	<input type="checkbox"/> فتح حساب الودائع.
<input type="checkbox"/> Power of Attorney request Form.	<input type="checkbox"/> طلب وكالة بنكية.
<input type="checkbox"/> The Objection to/Claim Form.	<input type="checkbox"/> الاعتراض / المطالبة.
<input type="checkbox"/> Other:	<input type="checkbox"/> أخرى:

Among the articles, and that I agree to the contents thereof, and accept to abide by the terms and conditions therein related to Boubyan Bank. I further acknowledge the receipt of a copy of all the signed documents.

وأوافق على ما ورد بها والالتزام بما تضمنته من الشروط والأحكام الخاصة ببنك بوبيان كما أقر باستلامي نسخة من كافة المستندات التي تم التوقيع عليها .

Customer's Name:	أسم العميل :
CIF:	رقم الملف :
Civil ID #:	الرقم المدني :
Signature:	توقيع العميل :

Verification and Copies' Delivery

تمت المصادقة وتسليم النسخ من قبل

Staff Name:	اسم الموظف:
Signature:	التوقيع :

Undertaking to the Veracity of Documents for Companies

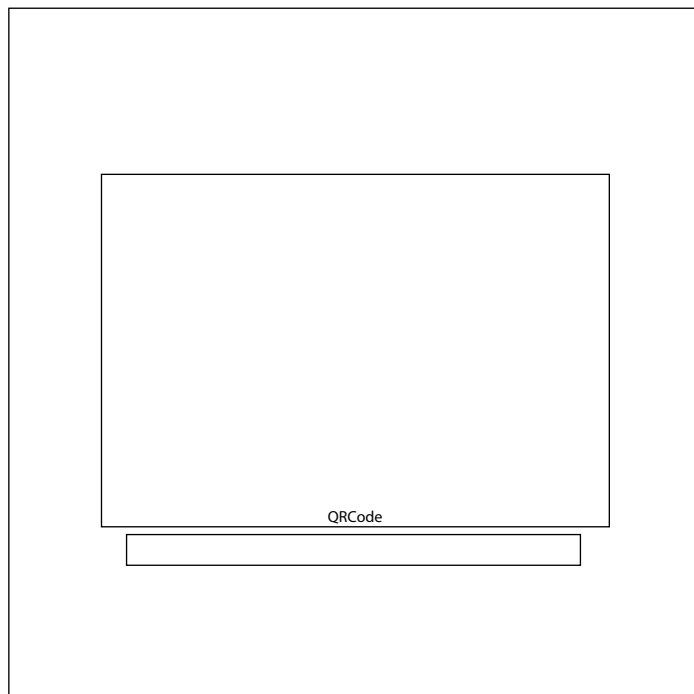
I, the undersigned, holding Civil ID #, in my capacity as the authorized person to manage the account of Company and as its legal representative by virtue of the Articles of Incorporation/Revision Contract no., and no., *undertake* to the veracity of all the legal documents such as the Articles of Incorporation, revision contracts, and valid commercial licenses without any missing documents. I further undertake to provide the Bank with all legal document in case of incorporating any amendments to the company's articles of association or the entry/exit of a partner (s) or in case of making any legal procedures related to the company. This is an undertaking to the above on my part without any liability to be borne by Boubyan Bank or any of its staff.

Declarant's Name:

Authorized Signatory's Civil ID #:

Authorized Signatory's Signature:

Verification of Signature



*** NOTE :**

- Save the form and send eMail to : corpnewcif@bankboubyan.com before reach to Branch.
- Print the same form and submit to Branch for complete the process.